



Clemson University Student Organization Policy

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Policy statement¹

This policy exists to provide Clemson University students a routine and manageable way to form organizations. Additionally, this policy aims to provide the community with accurate information about the various organizations affiliated at Clemson and their relationship to the University.

At Clemson University there are three different types of student organizations.

University Student Life Programs (USLP) are student groups that perform duties Clemson University would otherwise seek to perform on its own. These groups are supervised by Clemson University employees. Contracted Independent Councils (CIC) are students organizations that have a relationship to or oversight of Contracted Independent Student Organizations (CISO) or student populations. Clemson University maintains no direct, legal relationship and has no supervision authority with CICs. Contracted Independent Student Organizations are student run organizations. Through an agreement with Clemson University, CISOs receive certain defined privileges as long as they comply with the requirements of the agreement and applicable university policy. Clemson University maintains no direct, legal relationship and has no supervision authority with CISOs. However, Clemson University may provide training and education to all student organizations, regardless of type.

University Student Life Programs

Definition

A **University Student Life Program (USLP)** is an organization comprised exclusively of Clemson University students whose activities, operations, and decision-making processes are directly governed by academic or administrative departments and for which the University is responsible. USLPs perform duties Clemson University would otherwise seek to perform on its own. University Student Life Programs are also eligible to submit funding requests through the Student Funding Board. Associations of Clemson University students are required to register annually and agree to abide by all policies and procedures established by the University regarding University Student Life Programs.

Criteria

A program must meet all of the following criteria to be designated as a USLP:

- Student managed but directly governed by a University department
- Perform duties Clemson University would otherwise seek to perform on its own
- Membership comprised exclusively of Clemson University students acting as volunteers
- Receives direction and support from a Clemson University employee specifically compensated to provide it
- Organization is in good standing in terms of disciplinary and financial status with Clemson University

Constitution

The USLP shall be required to maintain a constitution, including purposes, primary officers, and primary functions of the organization with Student Involvement and Leadership. The USLP constitution is an internal operational document that may not contain clauses that supersede Clemson University policies or procedures. The constitution shall contain provisions for its own amendment and for approval by the appropriate Clemson University governance body.

Funding, Procurement, and Tax Status

South Carolina State procurement policies are applicable to USLPs.

¹ Adapted from the Virginia Polytechnic Institute and State University: Policy and Procedures

USLPs are eligible to apply for funding from student activity fees. These funds are allocated by the Student Funding Board. USLPs are subject to the Student Funding Board policies, like all other student groups at Clemson University. USLPs funds are housed in and managed through Student Affairs Business Operations.

As agents of Clemson University, USLPs are permitted to use the University's tax identification number and tax status in accordance with established CU policies and procedures.

Use of University Name

Clemson University permits USLPs to represent themselves as agents of the University and use names, logos, symbols, or seals. Any use of logos, seals, names, etc. shall be in accordance with policies established by Clemson University.

Advisor

Clemson University requires USLPs to maintain a faculty/staff advisor/coach designated by the appropriate department head, dean, Vice President of Student Affairs, or Provost. More information can be found on pages 8-10 – Advisor Relationship.

University Space

USLPs are eligible for reduced rates in reservable University spaces. Additionally, USLPs may request private space. Space availability will be reviewed and granted on an annual basis. Private space use is a privilege and is not guaranteed for USLPs from year to year. USLPs granted private space must sign a License Agreement annually with Student Involvement and Leadership. The License Agreement will outline the terms and conditions of space use on campus, including that the USLPs use of University space is nontransferable and may be revoked by the University at any time.

Travel Policy

University Student Life Programs are required to meet Clemson University standards for travel. Further, USLPs must register all travel in TigerQuest.

Registration Procedures

USLPs are required to re-register through Student Involvement and Leadership annually. In order to complete the registration process, USLPs must submit an updated roster and constitution and meet the leadership training requirements of Student Involvement and Leadership, as described on pages 10-12 – Annual Registration Procedures.

Contracted Independent Councils

Definition

A **Contracted Independent Council (CIC)** is a voluntary association of Clemson University students that formally affiliate with the University. CICs are comprised exclusively of Clemson University students. CICs are, upon completion of registration requirements, entitled to certain privileges to include operating, meeting, advertising, and participating in activities at Clemson University. Registered Contracted Independent Councils are also eligible to submit funding requests through the Student Funding Board. CICs represent a special population of Clemson University students or provide support, governance, and/or organization to Contracted Independent Student Organizations (CISO) or student populations. Associations of Clemson University students are required to register annually and agree to abide by all policies and procedures established by the University regarding Contracted Independent Councils.

Criteria

An organization must meet all of the following criteria to be designated an CIC:

- Provide support, governance, and/or organization to Contracted Independent Student Organizations or student populations
- Membership comprised exclusively of Clemson University students acting as volunteers

- May receive support from a Clemson University employee specifically compensated to provide it
- Organization is in good standing in terms of disciplinary and financial status with Clemson University

Constitution

Contracted Independent Councils are not required to maintain a constitution. If a CIC maintains a constitution, Clemson University shall not require knowledge of approval of amendment procedures. Student Involvement and Leadership will maintain copies of constitutions at the request of the CIC.

Funding, Procurement, and Tax Status

Clemson University will only enter into contracts on behalf of a CIC in specified circumstances agreed to in advance by the CIC and those University officials who have authority to enter into a contract on behalf of Clemson University. In all situations where Clemson University is entering into a contract on behalf of a CIC, South Carolina State procurement policies are applicable. Clemson University is serving as a fiduciary agent on behalf of the CIC to facilitate purchases in compliance with state procurement policies and is not responsible for any services, equipment, rentals, performers, goods, or other items purchased by CICs. Any property or good purchased is solely owned and maintained by CICs not Clemson University.

CICs are eligible to apply for funding from student activity fees. These funds are allocated by the Student Funding Board. CICs are subject to the Student Funding Board policies, like all other student groups at Clemson University. Any CIC funds allocated by Student Funding Board are housed in and managed through Student Affairs Business Operations.

It is the responsibility of each CIC to establish its Internal Revenue Service (IRS) tax identification number and classification. CICs shall not use Clemson University's tax identification number at any time.

Use of University Name

CICs shall not represent themselves as agents of Clemson University or use names, logos, symbols, or seals of the University without the expressed written consent of Clemson University. Contracted Independent Councils may not include Clemson University or CU in front of the group's name. The only use of Clemson University or CU in a CIC name is as a place designator. For instance, Clemson University Broadway Club or CU Broadway Club are not permissible names. However, Broadway Club at Clemson University or Broadway Club at CU are permissible. These name changes must be reflected in all representations of the organization including but not limited to: outside bank accounts, TigerQuest accounts, apparel, and all printed materials.

Advisor

At its discretion, Clemson University may designate a faculty/staff advisor/coach to support individual Contracted Independent Councils. The appropriate department head, dean, Vice President of Student Affairs or Provost will determine the advisor or coach. Student organization advising responsibilities must be included in the job description of those faculty and staff members who have been appointed or hired to work with student organization(s). More information can be found on pages 9-10 – Advisor Relationship.

University Space

CICs are eligible for reduced rates in reservable University spaces. Additionally, CICs may request private space. Space availability will be reviewed and granted on an annual basis. Private space use is a privilege and is not guaranteed for CICs from year to year. CICs granted private space must sign a License Agreement annually with Student Involvement and Leadership. The License Agreement will outline the terms and conditions of space use on campus, including that the CICs use of University space is nontransferable and may be revoked by the University at any time.

Travel Policy

Contracted Independent Councils are encouraged to meet Clemson University standards for travel. CICs should register all travel in TigerQuest. Clemson University will provide resources to support travel by CICs as outlined on page 17 – Travel Resources. However, the decision to travel and the liability incurred during

said travel are solely the responsibility of the CIC. Clemson University will not provide payment for medical care, or provide life or accident insurance coverage for students or others involved in CIC travel, whether occurring on University property or any other location. Each CIC is encouraged to purchase liability insurance to cover the CIC's event with respect to claims by participants or others.

Registration Procedures

CICs are required to re-register through Student Involvement and Leadership annually. In order to complete the registration process CICs must submit an updated roster and constitution and meet the leadership training requirements of Student Involvement and Leadership, as described on pages 10-12 – Annual Registration Procedures.

Contracted Independent Student Organizations

Definition

A Contracted Independent Student Organization (CISO) is a voluntary association of Clemson University students recognized by the University. CISOs must be comprised exclusively of Clemson University students. CISOs, upon completion of registration requirements, receive certain privileges to include operating, meeting, advertising, and participating in activities at Clemson University. Contracted Independent Student Organizations are also eligible to submit funding requests through the Student Funding Board. CISOs are recognized by Clemson University.

Fraternal Organizations

Fraternal Organizations at Clemson University function as Contracted Independent Student Organizations. All portions of this policy are also applicable to Fraternal Organizations. There are some functional differences for these organizations. The membership criteria are unique to Fraternal Organizations, as outlined below. **The registration process is managed by the Office of Fraternity and Sorority Life.** Additionally, Fraternal Organizations sign a separate agreement to affiliate at Clemson University. This document is titled the Agreement for Fraternal Organizations and can be found in Appendix C.

Club Sports

Club Sports at Clemson University function as Contracted Independent Student Organizations. All portions of this policy are also applicable to Club Sports. There are some functional differences for these organizations. The Club Sports registration process is managed by Campus Recreation. Additionally, Club Sports sign a separate agreement to affiliate at Clemson University. This document is titled the Agreement for Club Sports and can be found in Appendix D.

Criteria

General CISO + Club Sport criteria - An organization must meet all of the following:

- Agrees annually to abide by Clemson University policy via the appropriate contract
- Membership comprised of 100% full-time, matriculated Clemson University students
- Minimum membership of 6 Clemson University students
- Organization is in good standing in terms of disciplinary and financial status with Clemson University

Fraternal Organization criteria – An organization must meet all of the following:

- Agrees annually to abide by Clemson University policy via the Agreement for Fraternal Organizations – found in Appendix C
- All members maintain a minimum 2.7 GPA
- Minimum membership of 6 Clemson University students
 - Greek letter organizations may obtain a waiver of this threshold from the Office of Fraternity and Sorority Life
- Organization is in good standing in terms of disciplinary and financial status with Clemson University
- Membership comprised of 100% full-time, matriculated Clemson University students

Constitution

Contracted Independent Student Organizations are not required to maintain a constitution. If a CISO maintains a constitution, Clemson University shall not require knowledge of approval of amendment procedures. Student Involvement and Leadership will maintain copies of constitutions at the request of the CISO.

Funding, Procurement, and Tax Status

Clemson University will not enter into contracts on behalf of a CISO and will not allow CISOs to represent themselves as agents of the University. Registered CISOs are eligible to apply for funding from student activity fees. These funds are allocated by the Student Funding Board. CISOs are subject to the Student Funding Board policies, like all other student groups at Clemson University.

Any CISO funds allocated by Student Funding Board are housed in and managed through Student Affairs Business Operations. Any funding received by CISOs through the Student Funding Board process is subject to South Carolina State procurement policies. In the event of student activity fee dollars, Clemson University may serve as a fiduciary agent on behalf of the CISO to facilitate purchases in compliance with state procurement policies and is not responsible for any services, equipment, rentals, performers, goods, or other items purchased by CISOs. Any property or good purchased is solely owned and maintained by CISOs not Clemson University.

In all other circumstances, South Carolina State procurement policies are not applicable to Contracted Independent Student Organizations. It is the responsibility of each CISO to establish its Internal Revenue Service (IRS) tax identification number and classification. Contracted Independent Student Organizations shall not use Clemson University's tax identification number at any time. Clemson University does not require filing for tax status with the IRS but may assist CISOs by providing forms and information.

Use of University Name

CISOs shall not represent themselves as agents of Clemson University or use names, logos, symbols, or seals of the University without expressed written consent. Contracted Independent Student Organizations may not include Clemson University or CU in front of the group's name. The only use of Clemson University or CU in a CISO name is as a place designator. For instance, Clemson University Broadway Club or CU Broadway Club are not permissible names. However, Broadway Club at Clemson University or Broadway Club at CU are permissible. These name changes must be reflected in all representations of the organization including but not limited to: outside bank accounts, TigerQuest accounts, apparel, and all printed materials.

Advisor

Clemson University does not require CISOs to maintain a faculty/staff advisor. Clemson University faculty and staff members who agree to serve as an advisor/coach to a CISO are acting as volunteers and not in their official capacity as employees. CISO advisors who are not employees of Clemson University are not covered by University liability insurance. More information can be found on pages 9-11 – Advisor Relationship, on page 18 – Contracted Independent Student Organizations Consulting Plan, and in Appendix A – CISO Advisor Acknowledgement Form

University Space

Contracted Independent Student Organizations are eligible for reduced rates in reservable Clemson University spaces. However, Clemson University will not designate any private space for Contracted Independent Student Organizations. Clemson University may designate shared or collaborative space for use by CISOs. As it becomes available in the future, Student Involvement and Leadership plans to provide shared space and storage for use by CISOs. Shared or collaborative space use is a privilege and is not guaranteed for CISOs from year to year. CISOs granted shared or collaborative space must sign a License Agreement annually with Student Involvement and Leadership. The License Agreement will outline the terms and conditions of space use on campus, including that the CISO use of University space is nontransferable and may be revoked by the University at any time.

Travel Policy

Contracted Independent Student Organizations are encouraged to meet Clemson University standards for travel. CISOs should register all travel in TigerQuest. Clemson University will provide resources to support travel by CISOs as outlined on page 17 – Travel Resources. However, the decision to travel and the liability incurred during said travel are solely the responsibility of the CISO. Clemson University will not provide payment for medical care, or provide life or accident insurance coverage for students or others involved in CISO travel, whether occurring on University property or any other location. Each CISO is encouraged to purchase liability insurance to cover the CISO’s event with respect to claims by participants or others.

Registration

In order to become a CISO, groups must formally contract with Clemson University, complete the registration requirements, and agree to abide by University policy. Student Involvement and Leadership, on behalf of Clemson University, shall grant registration to any association of students that meets the registration requirements. CISO registration requirements are further described on pages 10-12 – Annual Registration Procedures.

Affiliation with Contracted Independent Councils

Contracted Independent Student Organizations may receive support from and/or formally affiliated with Contracted Independent Councils. Though Clemson University affiliates with CICs, these groups are not agents of CU. Accordingly, Clemson University does not supervise, direct, or control CIC’s activities, or by extension, those of CISOs with which they are formally affiliated.

USLP/CIC/CISO Distinction Chart

Clemson			
	<i>University Student Life Programs</i>	<i>Contracted Independent Councils</i>	<i>Contracted Independent Student Organizations</i>
Defining characteristic	Decision making processes are directly governed by Clemson and perform duties Clemson would otherwise perform on its own	Provide support, governance, and/or organization to Contracted Independent Student Organizations or student populations	No direct relationship and supervision but access to Clemson space and student activities fee requests
Membership Criteria	Exclusively Clemson students	Exclusively Clemson students	Exclusively Clemson students
Constitution process	Required and must be amendable by CU	Not required	Not required
Applicability of state procurement process	100% applicable	Applicable for contracts involving CU + student fees	Applicable for transactions involving student fees
University signature on contracts	Yes	When agreed upon in advance	No
Access to tax exemption	Yes	No	No
Use of University name	Yes	Only with permission and must be ___ Club of Clemson University	Only with permission and must be ___ Club at Clemson University

Advisor requirement	Yes – CU Employee	Designated Clemson employee at University’s discretion	Not required
Registration process	Annual by Student Involvement and Leadership	Annual by Student Involvement and Leadership	Annual by Student Involvement and Leadership
Eligible for private office space on campus	Based on availability	Based on availability	No private space - shared space based on availability

Advisor Relationship

Policy

University Student Life Programs (USLPs) & Contracted Independent Councils (CICs) - Clemson University requires USLPs to maintain a faculty/staff advisor/coach designated by the appropriate department head, dean, Vice President of Student Affairs, or Provost. At its discretion, Clemson University may designate a faculty/staff advisor/coach to support individual Contracted Independent Councils. The appropriate department head, dean, Vice President of Student Affairs or Provost will determine the advisor or coach in these circumstances. All appointed faculty/staff advisors/coaches act on behalf of the university as part of their paid job duties and are therefore protected through Clemson University’s liability coverage. Student organization advising responsibilities must be included in the job description of those faculty and staff members who have been appointed or hired to work with USLPs and CICs.

Contracted Independent Student Organizations (CISOs) - Clemson University does not require CISOs to maintain a faculty/staff advisor. Faculty and staff members who agree to serve as an advisor/coach to a CISO are acting as volunteers and are not protected by Clemson University liability coverage. CISO advisors who are not employees of Clemson University are not covered by University liability insurance. The Contracted Independent Student Organizations Consulting Plan will offer areas of support to CISOs. Details can be found on page 17.

University Student Life Programs (USLPs) Advising Parameters

- USLP coaches/advisors must be employed by Clemson University and, as advisors, are acting in their official capacity.
- USLP advisors/coaches will provide continual education, advising, and direction to the group. This support applies to all programs and includes responsibility for approving/disapproving all expenditures of the group.
- There will be regular contact by the University assigned advisor/coach with the leaders of the USLP. Assigned staff will conduct day-to-day mentoring activities.
- USLPs will be required to meet defined standards for advance program planning. When standards are not met, the advisor/coach may act in the interest of the University and cancel the event.
- Clemson University will sign contracts on behalf of the organization. This, in turn, subjects the organization to staff involvement in the contracting process, as well as University review/approval of all contracts. Only the advisor/coach, or designee, will be authorized to make formal offers in such contracting situations.
- Student Affairs Business Operations will administer funds for the organization. A designated officer of the USLP will submit Payment Requests in TigerQuest to access funding. The advisor/coach will approve all Payment Requests before funds are dispensed.
- USLP advisors/coaches support the annual USLP registration process, review mandatory constitutions, and enforce any applicable Clemson University financial procedures. Further, advisors/coaches understand Clemson University policies on Alcohol and Drug use, hazing, and non-discrimination.

Contracted Independent Councils (CICs) Advising Parameters

- CIC coaches/advisors must be employed by Clemson University and, as advisors, are acting in their official capacity.
- CIC advisors/coaches will provide continual education and advising to the group. This support applies to all programs.
- There will be regular contact by the University assigned advisor/coach with the leaders of the CIC. Assigned staff will conduct day-to-day mentoring activities.
- CIC advisors/coaches will recommend best practices for advance program planning.
- When agreed upon in advance, Clemson University will sign contracts on behalf of the CIC. This, in turn, subjects the organization to staff involvement in the contracting process, as well as University review/approval of all contracts. Only the advisor/coach, or designee, will be authorized to make formal offers in such contracting situations.
- Student Affairs Business Operations will administer student activity fees designated to the organization. A designated officer of the CIC will submit Payment Requests in TigerQuest to access funding.
- CIC advisors/coaches will recommend best practices for financial management and enforce any applicable Clemson University financial procedures. However, UCSO advisors/coaches will hold no control over the organization's expenditure decisions.
- CIC advisors/coaches support the annual CIC registration process, review mandatory constitutions, and understand Clemson University policies on Alcohol and Drug use, hazing, and non-discrimination.

Contracted Independent Student Organizations (CISOs) Advising Parameters

- Clemson University does not require advisors/coaches for CISOs.
- Clemson University faculty and staff members who agree to serve as an advisor/coach to a CISO are acting as volunteers and are not protected by Clemson University liability coverage.
- CISO advisors who are not employees of Clemson University are not covered by University liability insurance.
- CISO volunteer advisors/coaches understand Clemson University policies on Alcohol and Drug use, hazing, and non-discrimination.
- As a part of their annual contract with Clemson University, volunteer advisors for CISOs must be acknowledged. This formal process is completed via the CISO Advisor Acknowledgement Form, found in Appendix A.
- Support and resources are provided to CISOs as outlined on page 18.

Annual Registration Procedures

Details of the Registration Process

Each student organization, regardless of type, will follow a general pattern in their registration process. Each organization must have a Certified Student Leader on their executive board and complete all required steps to the online registration form on TigerQuest. Then, each group must complete additional requirements as assigned to their organization tier. Each type (USLP, CIC, and CISO) is subject and held responsible for slightly different requirements and components based on their classification. The specific registration requirements for each organization type are listed under their unique section found below.

Registration Cycles

Fall Registration – annual opportunity for student groups to indicate their desire to affiliate with or at Clemson University

- Open from the first Monday in November through the last Thursday in November
- Components active during this time: Online Registration Form, Financial Management Requirement and Guidelines, Annual Grant Funding Requests for Student Funding Board, in-person consultations

with Student Involvement and Leadership for new organizations, Treasurer's Quiz, and Certified Student Leader sessions

- Required for: USLPs, CICs, existing CISOs, and new groups seeking CISO status

Spring Registration

- Open from the first Monday in March through the fourth Monday in May
- Components active during this time: Online Registration Form, Financial Management Requirement and Guidelines, Annual Grant Funding Requests for Student Funding Board, in-person consultations with Student Involvement and Leadership for new organizations, Treasurer's Quiz, and Certified Student Leader sessions
- Only open to new organizations or groups who failed to complete the Spring Registration process
- Required for: New groups seeking CISO status

Description of the Various Components of Registration

Online Registration Form-information gathering tool, hosted on TigerQuest, at the heart of the overall registration process

- Required information varies depending on type
- Organization Constitution/By-Laws notable portion of the USLP/CIC registration
- CIC + CISO Contract-essential portion of the registration for those types
- CISOs – Off-Campus Bank Account Best Practices Agreement
- Required for: USLPs, CICs, and CISOs

Financial Management Requirement + Guidelines-requirement and best practices for management of off-campus bank accounts

- Required for: CISOs

Annual Grant Funding Request-budget form hosted in TigerQuest

- Optional for completing the registration process
- Budgeted Organizations must submit a plan for year though allocation isn't contingent upon content
- Described more fully in the Student Funding Board Procedures section
- Required: for any group seeking Annual Funding

Treasurer Quiz/Financial Management Training on Canvas- financial training presentation and quiz hosted on Canvas

- Organization submits their treasurer's name and Clemson email address to tquest@clemsun.edu to be added to the online Canvas Course.
- Completion of the quiz and a minimum score of 80% is required.
- Required for: USLPs and CICs

Certified Student Leader sessions- training available towards the Certified Student Leader recognition

- **To be eligible to request funding from the Student Funding Board, an organization must have a Certified Student Leader as a member of their executive board.**
- Details of the Certified Student Leader program can be found in Appendix H.
- Required for: USLPs, CICs, and CISOs seeking Annual or Contingency Funding

Updated and amenable constitution- document with purposes, officers, and primary functions of the group.

- Internal operational document that may not contain clauses that supersede Clemson University policies or procedures.

- The constitution shall contain provisions for its own amendment and for approval by the appropriate Clemson University governance body.
- Required for: USLPs

CIC + CISO Contract- a contract which defines the terms and conditions for Contracted Independent Student Organizations and their relationship to the University

- Formally establishes independence and full self-governance for CICs and CISOs
- Included in the online registration form on TigerQuest and must be downloaded, signed in hard copy, and uploaded to the registration form on TigerQuest.
- Club Sports and Fraternal Organizations will sign separate agreement as administered by Campus Recreation and the Office of Fraternity and Sorority Life respectively.
- Required for: CICs, CISOs

Organization Management Meeting – a planning and resources session offered to student organization leaders

- Offered 2/week during November 2018
- Required for: CISOs only in Fall 2018

Approved University logo or brand mark for the organization- logos or branding symbols used by the student group that include Clemson University or Clemson symbols

- Must be approved by Clemson's Creative Services and follow brand standards.
- Required for: USLPs, CICs, and CISOs

Registration Requirements for Student Organization Tiers

University Student Life Programs (USLPs)

- TigerQuest Registration form
- Annual Funding Request form (optional)
- **Certified Student Leader on executive board (beginning for FY21)**
- Completion of the Treasurer Quiz/Financial Management Training
- Approved university logo/brand mark
- Updated constitution

Contracted Independent Councils (CICs)

- TigerQuest Registration form
- Annual Funding Request form (optional)
- Appropriate signed CIC contract
- **Certified Student Leader on executive board (beginning for FY21)**
- Completion of the Treasurer Quiz/Financial Management Training
- Approved university logo/brand mark

Contracted Independent Student Organizations (CISOs)

- TigerQuest Registration Form
- Appropriate signed CISO contract
- For Fall 2018, Organization MGMT meeting is required.
- Completing the Advisor Agreement Form if there is an Advisor
- Off-Campus Bank Account Best Practices Agreement
- Optional: Having an Advisor
- **Optional: Certified Student Leader on executive board, required for FY21 if seeking funding**
- Optional: Annual Funding Request form

New Contracted Independent Student Organizations

- TigerQuest Registration Form
- Appropriate signed CISO contract
- In-person consultation with Student Involvement and Leadership
- Certified Student Leader on executive board
- Optional: Annual Funding Request form
- Optional: Having an Advisor

Status of Organizations who do not Complete Registration Steps

- Immediate de-activation of TigerQuest page
- Inability to reserve space on campus as student group
- Ineligible for Annual Funding requests through Student Funding Board until the following spring
- Ineligible for Contingency Funding requests through Student Funding Board
- Next opportunity will be Fall New Organization Registration

Travel Resources

Contracted Independent Councils and Contracted Independent Student Organizations are encouraged to meet Clemson University standards for travel. Further, CICs and CISOs should register all travel in TigerQuest. Clemson University will provide resources to support safe travel by CISOs and CICs as outlined below. However, the decision to travel and the liability incurred during said travel are solely the responsibility of the respective organization. Clemson University will not provide payment for medical care or provide life or accident insurance coverage for students or others involved in independent student organization travel, whether occurring on University property or any other location. Each CIC and CISO is encouraged to purchase liability insurance to cover all events with respect to claims by participants or others.

Resource #1

Proactive tracking of organization travel tendencies in TigerQuest

During the annual registration process in TigerQuest, Contracted Independent Student Organizations will be asked about the frequency of their travel. Student Involvement and Leadership will message the officers of all CICs and CISOs that indicate any travel each semester. This email will include a PDF of best practices for travel, a link to the TigerQuest travel tracking form, and a recommendation to register their travel on the aforementioned tracking form.

Resource #2

PDF of Best Practices for Travel available on TigerQuest home page

Resource #3

Travel consulting available through Student Involvement and Leadership

The Student Involvement and Leadership Consulting Team will be available during all business hours (8am-4:30pm, M-F) to discuss travel best practices. This resource allows for more specific responses than the fixed nature of the PDF of Best Practices for Travel may allow. Responses of CISO Consulting Team do not represent a mandate from Clemson University.

Resource #4

International travel tracking with Clemson University Study Abroad

Clemson University Study Abroad will offer travel tracking for CICs and CISOs traveling abroad for non-academic purposes. This tracking process will allow for students to purchase travel insurance.

Contracted Independent Student Organization Consulting Plan

Policy

Clemson University Student Organization Policy dictates Contracted Independent Student Organizations are not required to have advisors. Clemson University faculty and staff members who agree to serve as an advisor/coach to a CISO are acting as volunteers and are not protected by Clemson University liability coverage. There were an estimated 11,074 points of contact between advisors and student organizations in 2016-2017.² The Student Organization Consulting Plan aims to meet this threshold of contact and support. The Student Involvement and Leadership (SIL) team will be covered under Clemson University liability coverage in the purview of consulting CISOs on a variety of educational topics. These responsibilities will be written into the job description of all relevant full-time staff and graduate assistants in Student Involvement and Leadership. Consultations provided by the SIL office do not constitute advising or supervision. These consultations are entirely voluntary for CISOs and information provided there within does not constitute a mandate. The topics covered by the Student Organization Plan are outlined below.

Topics of Contracted Independent Student Organization Consulting

- Contracts
- Event planning
- Travel
- Membership recruitment
- Off-campus bank accounts
- IRS registration
- Leadership development
- Conflict mediation
- Mentorship
- Marketing
- Officer transition
- Meeting effectiveness
- Budgeting
- Team building
- Group communication

² Student Organizations Needs Assessment, conducted by Campus Activities and Events in November 2017

Appendix A – CISO Advisor Acknowledgement Form

A **Contracted Independent Student Organization (CISO)** is a voluntary association of Clemson University students with no direct relationship to the University. CISOs are, upon completion of registration requirements, entitled to certain privileges to include operating, meeting, advertising, and participating in activities on Clemson University’s campuses. CISOs must be comprised of exclusively Clemson University students. Registered CISOs are eligible to apply for funding from student activity fees. Funds are allocated by the Student Funding Board. Associations of Clemson University students are required to file proper documents and agree to abide by all policies and procedures established by the University regarding Contracted Independent Student Organizations.

Clemson University does not require advisors/coaches for Contracted Independent Student Organizations. **Clemson University faculty and staff members who agree to serve as an advisor/coach to a CISO are acting as volunteers and are not protected by Clemson University liability coverage.** CISO advisors/coaches who are not employees of Clemson University are not covered by University liability insurance. Even when serving as volunteers, Clemson University expects advisors/coaches to understand and support University policies on Alcohol and Drug use, hazing, financial management, and non-discrimination.

By signing this form, I acknowledge my role as an advisor/coach to this Contracted Independent Student Organization. I recognize that I am acting as a volunteer in this capacity, no matter my other association(s) with Clemson University. As a result, I accept all liability and responsibility in this role and acknowledge I am not covered under University liability insurance related to this role.

Name of Contracted Independent Student Organization: _____

Printed Name of Advisor: _____

Advisor Signature: _____

Date: _____

Appendix B – Agreement for Contracted Independent Student Organizations (CISOs)

2018-19 Agreement for Contracted Independent Student Organizations (CISO)³

1. Representations and Submissions

The undersigned Contracted Independent Student Organization (CISO) represents that for the duration of this Agreement and as a condition of this Agreement that 100% of its members are University students and has a minimum of six University students as members. The CISO also represents that its activities and the activities of its members, whether or not sponsored or officially approved by the CISO, do not and will not violate local, state, or federal law or the University Code of Conduct. Any violations of local, state, or federal law may result in disciplinary action through the Office of Community and Ethical Standards for the individual members involved.

The person executing this Agreement on the CISO's behalf represents that:

- (a) He/she has read the Agreement in full and understands it;
- (b) He/she is an officer of the CISO and is authorized by the members of the CISO to execute the Agreement on the CISO's behalf; and
- (c) The CISO is entering into the Agreement voluntarily and with the benefit of or having had the opportunity to obtain advice from independent legal counsel or another advisor of its choosing.

This agreement does not become effective until approved by the Division of Student Affairs. The CISO agrees to provide any information requested by University officials in a timely manner. The CISO further agrees to submit electronically on TigerQuest any changes in its officers or their contact information within 48 hours of any change.

2. Relationship between the CISO and the University

The University is an institution of the state of South Carolina and a public corporation. The CISO is not a part of the University but rather exists and operates independently of the University. The CISO and the University acknowledge and agree that the CISO is not an agent, servant, or employee of the University, and neither has authority to act for the other or commit the other to any activity, transaction, or agreement. The University does not supervise, direct, or control the CISO's activities; provided, however, the University does control its facilities and property, and to the extent that the CISO seeks to use the University's public facilities or property to conduct its private activities or affairs, the CISO may be subject to additional terms and conditions governing uses of the specific facility or property. Furthermore, all Clemson University students, including members of CISOs, are subject to the University's Office of Community and Ethical Standards for any matters that fall within their jurisdiction. **This agreement is subject to termination if in violation of University disciplinary standards.** Further, the contract may be terminated if the organization falls out of good financial standing with the University.

3. The CISO's Dealings with Third Parties

The CISO shall not hold itself out as being part of, controlled by, or acting on behalf of the University. The CISO shall take affirmative steps in all of its recruitment, business, and other dealings with third parties (including, for example, prospective members and businesses) to properly explain its relationship with the University as described in paragraph two of this Agreement. As one of such steps, the CISO shall without exception include the following statement in the CISO's correspondence, messages, contracts, publications, and other written or internet communications:

³ Adapted from the Agreement for Contracted Independent Organizations at the University of Virginia

Although this organization has members who are Clemson University students and may have University employees associated or engaged in its activities and affairs, the organization is not a part of or an agency of the University. It is a separate and independent organization which is responsible for and manages its own activities and affairs. The University does not direct, supervise, or control the organization and is not responsible for the organization's contracts, acts, or omissions.

The CISO also shall prominently display the preceding statement on the home page of any CISO website and any other web pages (including social media) that describe the structure of the CISO or its relationship to the University.

4. Use of the University's Name and Symbols

The University will permit use of its name as part of the CISO's name in the form of "The XYZ Club at Clemson University."

"Clemson University XYZ Club" or any similar use of the University marks (e.g. Clemson Club) is NOT acceptable in any form including as part of a top-level domain name.

The CISO has access to www.clemson.edu/brand/guide/, which defines proper use of Clemson University's name and logos. The Marketing Officer for the organization can be the CISO President or another designated member. Any other uses of the University marks, symbols, logos, mottos, or other indicia of the University are prohibited without the express prior written approval of Clemson University Creative Services Program. For questions about these guidelines, the CISO's marketing officer can contact Dave Dryden at drydend@clemson.edu or 864-656-2469.

5. Taxes

The CISO shall not use the University's taxpayer identification number or the University's tax-exempt status in connection with any purchases or sales by the CISO, any gifts to the CISO, any interest or other income of the CISO, or any activity or purpose of the CISO.

6. Liability, Insurance, Defense, and Notification

The CISO and its individual members agree to release, waive, discharge, and hold harmless Clemson University, its trustees, officers, employees, volunteers, and agents. Further, the CISO and its members acknowledge and understand that Clemson University, its trustees, officers, employees, volunteers, and agents are not liable for injuries or harm caused to anyone in connection with or arising out of the CISO's activities, nor are they liable for any of the CISO's contracts, torts, or other acts or omissions, or those of the CISO's directors, officers, members, advisors, coaches, staff, activity participants, or any other persons associated with the CISO. The CISO understands and agrees that neither it nor its directors, officers, members, advisors, coaches, staff, activity participants, or any other persons associated with the CISO are protected by the University's insurance policies or self-insurance plans, and that the University will not provide any legal defense for the CISO or any such person in the event of any claim against any of them. To ensure that all persons associated with the CISO fully understand these terms, the CISO president is responsible to issue the following notification to all of the CISO's current and prospective directors, officers, members, advisors, coaches, staff, activity participants, and any other persons associated with the CISO or engaged in its activities:

NOTICE: You are either considering or currently participating in activities or affairs of a CISO at Clemson University. Although the CISO has members who are University students, and may have University employees associated or engaged in its activities and affairs, the organization is not a part of or an agency of the University. The CISO is a separate and independent organization which is responsible for and manages its own activities and affairs. The University does not direct, supervise, or control the organization and is not responsible for the organization's contracts, acts, or omissions. The CISO directs all of its own activities and affairs, including but not limited to transportation, travel, tournaments, fundraisers, or any other events. These activities or affairs may, at times, involve a certain amount of risk, and the CISO assumes all responsibility for

any such risk. All persons associated with the CISO should ascertain whether they have adequate insurance independently or through the CISO to cover any such risk. Neither the University nor the state of South Carolina provides insurance coverage or legal defense for any claims resulting from the affairs or activities of a CISO.

7. Non-discrimination

Clemson University is committed to a policy of equal opportunity for all persons and does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender, pregnancy, national origin, age, disability, veteran's status, genetic information or protected activity. A student organization is ineligible for CISO status when the organization restricts its memberships, programs, or activities on the basis of any of the above classifications. Notwithstanding these requirements, a CISO may petition to restrict its membership based on gender (e.g. all-male or all-female a cappella groups) or an ability to perform the activities related to the organization's purpose by filing a written request with the Division of Student Affairs. In evaluating such requests, the University will request a review of the constitution and its actual practices and operations.

8. Funding

The CISO is eligible to receive student activity fees, which are allocated by the Student Funding Board (SFB). The Student Funding Board processes CISO Annual and Contingency Grant Requests based on available funds and in compliance with the Student Funding Board Constitution. A CISO that receives student activity fees is required to use the funds as it has requested and as approved by SFB. Consistent with the terms of this Agreement, Clemson University is not responsible for and has no control over the CISOs activities funded with student activity fees. Under no circumstances may such funds be used to support any activity prohibited by applicable law or University policy.

9. Use of Facilities

Clemson University will not designate any private space for Contracted Independent Student Organizations. Clemson University may designate shared or collaborative space for use by CISOs. As it becomes available in the future, the Division of Student Affairs plans to provide shared space and storage for use by CISOs. Shared or collaborative space use is a privilege and is not guaranteed for CISOs from year to year. Before accessing shared or collaborative space, CISOs must sign a License Agreement with the Division of Student Affairs outlining terms and conditions of space use on campus. Contracted Independent Student Organizations are eligible for reduced rates in reservable University spaces.

If the CISO is hosting an event on University property with minors under the age of 18 who are not University students, the CISO may be required to obtain liability insurance. In addition, if a CISO is hosting an event that University staff determines has potential risk of injury to participants and/or guests, the University reserves the right to require liability insurance if the event is taking place on University property. If liability insurance is required, the user and any co-sponsor shall maintain commercial general liability coverage for their activities with a minimum liability limit of \$1,000,000 per occurrence for bodily injury and property damage. **The certificate of insurance shall name Clemson University as additional insured.** A certificate evidencing such coverage shall be provided at least 10 days in advance of the event start date to the reservation administrator associated with the reserved venue.

The University will not provide payment for medical care, or provide life or accident insurance coverage for students or others involved in CISO activities, whether occurring on University property or any other location. Each CISO is encouraged to purchase liability insurance to cover the CISO's event with respect to claims by participants, spectators, or others resulting from CISO activities.

10. Managing Roster

The CISO must submit and maintain an updated roster of CISO members with each member's name and email address. The CISO is responsible to submit any revisions to the CISO roster on TigerQuest within 48 hours of any change.

11. Annual Registration Process and Training Requirements

The CISO must complete the annual student organization registration process and follow all the procedures of the registration process as laid out in the CISO Registration policy.

12. Travel Policy

Contracted Independent Student Organizations are encouraged to meet Clemson University standards for travel. Further, CISOs should register all travel in TigerQuest. Clemson University will provide resources to support safe travel by CISOs. However, the decision to travel and the liability incurred during said travel are solely the responsibility of the CISO. Clemson University will not provide payment for medical care, or provide life or accident insurance coverage for students or others involved in CISO travel, whether occurring on University property or any other location. Each CISO is encouraged to purchase liability insurance to cover the CISO's event with respect to claims by participants or others.

13. Advisors

Clemson University does not require advisors/coaches for Contracted Independent Student Organizations. **Clemson University faculty and staff members who agree to serve as an advisor/coach to a CISO are acting as volunteers and are not protected by Clemson University liability coverage.** CISO advisors/coaches who are not employees of Clemson University are not covered by University liability insurance. Even when serving as volunteers, Clemson University expects advisors/coaches to understand and support University policies on Alcohol and Drug use, hazing, financial management, and non-discrimination. Consultations provided by Student Involvement and Leadership do not constitute advising or supervision. These consultations are entirely voluntary for CISOs and information provided there within does not constitute a mandate.

14. Affiliation with Contracted Independent Councils

Contracted Independent Student Organizations may receive support from and/or formally affiliated with Contracted Independent Councils. Though Clemson University affiliates with CICs, these groups are not agents of the University. Accordingly, Clemson University does not supervise, direct, or control CIC's activities, or by extension, those of CISOs with which they are formally affiliated.

15. Sexual Harassment, Sexual Violence, and Retaliation

Sexual harassment, sexual violence, and retaliation are prohibited by federal law and University policy. The CISO acknowledges that by signing this agreement, the University has the authority to investigate reports of sexual harassment, sexual violence, and retaliation made against CISO members, and to determine appropriate sanctions which may include suspension or termination of this agreement, restrictions on the rights of the CISO to use University facilities, and access University services and resources. The CISO's student members' failure to comply with the University's policy related to Title IX may result in the University severing all ties with the CISO.

16. Hazing

Hazing is a crime in South Carolina and is also prohibited by University policy and the University Student Code of Conduct. State or local law enforcement agencies investigate allegations of hazing under South Carolina state law. The Office of Conduct and Ethical Standards investigates allegations of hazing under University policy. The University hazing policy can be found in the Student handbook online which defines clearly activities which would be qualified as hazing. The hazing policy in the student handbook can be found digitally here: <https://www.clemson.edu/studentaffairs/studenthandbook/universitypolicies/hazing-policy.html>. To ensure that all persons associated with the CISO have access to this information and are aware of these resources, the University will include the link to this website and outline hazing policies in writing as part of the online registration process on TigerQuest, as well as review this information during the annual registration meetings and officer training. The CISO President is responsible for sending the link of the hazing policy in the student handbook and reviewing hazing policy procedures with all of the CISO's current and prospective

directors, officers, members, advisors, coaches, staff, activity participants, and any other persons associated with the CISO or engaged in its activities.

17. Alcohol and Drug Use Policy

Clemson University prohibits the illicit or unauthorized manufacture, use, possession, distribution or dispensation of alcohol or illegal drugs on University property or as part of any University activity. The University Alcohol and Drug Use Policy can be found in the Student Handbook online or by following this link: <http://www.clemson.edu/studentaffairs/student-handbook/universitypolicies/alcohol-and-other-drugs-policies.html>.

18. Terms of Agreement

This Agreement becomes effective on the date it is approved by the Division of Student Affairs and must be renewed annually using the TigerQuest platform. The University and the CISO each reserve the right to terminate this Agreement at will upon written notice. The University also may issue a warning or suspend this Agreement with or without conditions at will upon written notice. Absent early termination or suspension, this Agreement will automatically terminate in the fall of each year on the day following the close of the registration period.

19. Waiver

Failure of the University to enforce any of the provisions of this Agreement shall not be construed as a waiver of that provision or any later breach.

20. Notices

Any notice under this Agreement shall be deemed given when included in the CISO registration form on TigerQuest, which is to be completed by the organization president.

21. Entire Agreement-Amendments

This Agreement incorporates the parties' entire agreement concerning this matter, supersedes any prior contemporaneous understandings regarding its subject matter, and only may be revised by written amendment signed by authorized representatives of both parties. The parties acknowledge that in accepting this Agreement they are not relying on any oral or written statements not included in this Agreement. The undersigned further attests that he/she is bound by the University's Code of Conduct and is knowledgeable of the responsibilities of the officers of the CISO. The undersigned is responsible for receiving information, announcements, and email from CUSG/GSG, the Division of Student Affairs, and other University offices or organizations on behalf of the CISO. Further, as the contact person for the CISO, the undersigned is responsible for informing the appropriate individuals within the CISO of announcements and information that is received, thereby making the entire organization accountable and responsible for its duties as a CISO. The undersigned is also responsible for updating the CISO's information (e.g., officer changes, constitutional amendments), and for checking all mandatory dates, especially those for SFB's appropriation process and the CISO's registration process. The undersigned understands that he/she is responsible for alerting the CISO's executive members of any and all mandatory University meetings, and for distributing the annual hazing notice referenced in section 16 of this Agreement. The undersigned hereby acknowledges that the CISO is responsible for adhering to all local, state, and federal laws, as well as the policies, deadlines, and guidelines applicable to the CISOs at Clemson University.

IN WITNESS THEREOF, the parties have executed this Agreement below:

Name of CISO: _____

School Year of Agreement: _____

By: CISO President Name _____

Name in Print

Signed: CISO President Name _____

Signature

Date:_____

Clemson University, Division of Student Affairs

By:_____

Appendix C – Agreement for Fraternal Organizations

2018-2019 Agreement for Fraternal Organizations

This Agreement is made and entered into by Clemson University (“University”) and the undersigned fraternal organization (“Fraternal Organization”).

1. Definitions and Purpose

For the purposes of this Agreement, fraternal organizations are those organizations governed by the National Pan-Hellenic Council (NPHC), the Inter-Fraternity Council (IFC), Clemson Panhellenic Council (CPC), or the Multicultural Greek Council (MGC), which are comprised of University students and offer educational, service, and social opportunities to their members. Fraternal Organizations enter into this Agreement only to seek certain benefits from the University. The purpose of this Agreement is to describe the entire relationship between the University and the Fraternal Organization, including the benefits the Fraternal Organization may receive from the University if the conditions set forth in this Agreement are met.

2. Representations

The Fraternal Organization represents that for the duration of this Agreement, and as a condition of this Agreement, all of its officers and any persons living in the Fraternal Organization residence are and will remain full-time University students enrolled in a degree-granting program. The Fraternal Organization also represents that its activities and the activities of its members, whether or not sponsored or officially approved by the Fraternal Organization, do not and will not violate local, state, or federal law or the University Code of Conduct.

The person executing this Agreement on the Fraternal Organization’s behalf represents that:

- A. He/she has read the Agreement in full and understands it;
- B. He/she is an officer of the Fraternal Organization and is authorized by the members of the Fraternal Organization to execute the Agreement on the Fraternal Organization’s behalf;
- C. The Fraternal Organization is entering into the Agreement voluntarily and with the benefit of or having had the opportunity to obtain advice from independent legal counsel or another advisor of its choosing.

3. Relationship between the Fraternal Organization and the University

The Fraternal Organization is a voluntary association of Clemson University students with no direct relationship to the University. The Fraternal Organization exists and operates independently of the University. The Fraternal Organization and the University acknowledge and agree that the Fraternal Organization is not an agent, servant, or employee of the University, and neither has authority to act for the other or commit the other to any activity, transaction, or agreement. The University does not supervise, direct, or control the Fraternal Organization’s activities; provided, however, the University does control its facilities and property, and to the extent that the Fraternal Organization seeks to use the University’s public facilities or property to conduct its private affairs or activities, the Fraternal Organization may be subject to additional terms and conditions governing uses of the specific facility or property. Furthermore, the Fraternal Organization and its members are subject to the University Code of Conduct for any matters that fall within their jurisdiction.

4. The Fraternal Organization’s Dealings with Third Parties

The Fraternal Organization shall not hold itself out as being part of, controlled by, or acting on behalf of the University. The Fraternal Organization shall take affirmative steps in all of its recruitment, business, and other dealings with third parties to properly explain its relationship with the University as described above in paragraph 3 of this Agreement. As one of such steps, the Fraternal Organization shall without exception include the following statement in the Fraternal Organization’s correspondence, messages, contracts, publications, and other such written or internet communications:

Although this organization has members who are Clemson University students and may have University employees associated or engaged in its activities or affairs, the organization is not a part of or an agency of the University. It is a separate and independent organization which is responsible for and manages its own activities and affairs. The University does not direct, supervise, or control the organization and is not responsible for the organization's contracts, acts, or omissions.

The Fraternal Organization shall also prominently display the preceding statement on the "Home" page of any Fraternal Organization Web site, TigerQuest page, and any other pages that describe the structure of the Fraternal Organization or its relationship to the University. To demonstrate compliance with this and other requirements under this Agreement, the Fraternal Organization agrees to provide the URL of any Fraternal Organization web sites to the Office of Fraternity and Sorority Life.

5. Use of University's Name and Symbols

The Fraternal Organization understands and agrees, as a condition of this Agreement, that it may not use any University marks, symbols, logos, mottoes, or other indicia of the University without the express prior written approval of Clemson University Creative Services Program; provided that the University will permit use of its name as part of the Fraternal Organization's name exclusively and only in the form "The XYZ Fraternal Organization at Clemson University." The Fraternal Organization must obtain the express prior written consent of the University to use the University's name in any other form.

6. Taxes

The Fraternal Organization shall not use the University's taxpayer identification number or the University's tax-exempt status in connection with any purchases or sales by the Fraternal Organization, any gifts to the Fraternal Organization, any interest or other income of the Fraternal Organization, or any activity or purpose of the Fraternal Organization.

7. Liability, Insurance, Defense, and Notification

The Fraternal Organization and its individual members agree to release, waive, discharge, and hold harmless Clemson University, its trustees, officers, employees, volunteers, and agents. Further, the Fraternal Organization and its members acknowledge and understand that Clemson University, its trustees, officers, employees, volunteers, and agents are not liable for injuries or harm caused to anyone in connection with or arising out of the Fraternal Organization's activities, nor are they liable for any of the Fraternal Organization's contracts, torts, or other acts or omissions, or those of the Fraternal Organization's directors, officers, members, advisors, coaches, staff, activity participants, or any other persons associated with the Fraternal Organization. The Fraternal Organization understands and agrees that neither it nor its directors, officers, members, advisors, coaches, staff, activity participants, or any other persons associated with the Fraternal Organization are protected by the University's insurance policies or self-insurance plans, and that the University will not provide any legal defense for the Fraternal Organization or any such person in the event of any claim against any of them. To ensure that all persons associated with the Fraternal Organization fully understand these terms, the Fraternal Organization president is responsible to issue the following notification to all of the Fraternal Organization's current and prospective directors, officers, members, advisors, coaches, staff, activity participants, and any other persons associated with the Fraternal Organization or engaged in its activities:

NOTICE: You are either considering or currently participating in activities or affairs of a Fraternal Organization at Clemson University. Although the Fraternal Organization has members who are University students, and may have University employees associated or engaged in its activities and affairs, the organization is not a part of or an agency of the University. The Fraternal Organization is a separate and independent organization which is responsible for and manages its own activities and affairs. The Fraternal Organization does not direct, supervise, or control the organization and is not responsible for the organization's contracts, acts, or omissions. The Fraternal Organization directs all of its own activities and affairs, including but not limited to transportation, travel, tournaments, fundraisers, or any other events. These

activities or affairs may, at times, involve a certain amount of risk, and the Fraternal Organization assumes all responsibility for any such risk. All persons associated with the Fraternal Organization should ascertain whether they have adequate insurance independently or through the Fraternal Organization to cover any such risk. Neither the University nor the state of South Carolina provides insurance coverage or legal defense for any claims resulting from the affairs or activities of a Fraternal Organization.

8. Non-discrimination

Clemson University is committed to a policy of equal opportunity for all persons and does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender, pregnancy, national origin, age, disability, veteran's status, genetic information or protected activity. A student organization is ineligible for Fraternal Organization status when the organization restricts its memberships, programs, or activities on the basis of any of the above classifications. Notwithstanding these requirements, a Fraternal Organization may petition to restrict its membership based on gender (e.g. all-male or all-female a cappella groups) or an ability to perform the activities related to the organization's purpose by filing a written request with the Office of Fraternity and Sorority Life. In evaluating such requests, the University will request a review of the constitution and its actual practices and operations.

9. Rush, Recruitment, or Intake

In order to lessen the disruption of the University's academic functions, the Fraternal Organization agrees, as a condition of this Agreement, not to engage in rush, recruitment, or membership intake until the date determined by the Office of Fraternity and Sorority Life. All fraternal organizations which sponsor a period of new member education, prior to full admittance into membership, must adhere to the following provisions:

- All new member education programs must be completed two weeks prior to the beginning of the final examination period as listed in the Academic Calendar each semester.
- New member education may not be carried over to the following semester.
- With prior written permission from the Office of Fraternity and Sorority Life, the formal initiation ceremony may be held the following semester.
- New member education includes but is not limited to: new member education classes/activities, final votes, final initiation preparation weeks and any and all activities that could cause a new member to be released and non-initiated into full membership.

10. Housing and Fire Safety

Any fraternal organization which owns or leases a residence for fraternal purposes agrees, as a condition of this Agreement, to comply with all applicable regulations of South Carolina Building Code and to have such facilities inspected at least annually by a representative of its fire or liability insurance carrier or the local government fire inspector. Any on-campus housing must be fully accessible by University Housing and Dining. Any damage and liability incurred by the Fraternal Organization is solely the responsibility of that organization.

11. Social Functions

Any fraternal organization that hosts an event where alcohol is present must follow the social event policies found on the Fraternity and Sorority Life website located at <http://www.clemson.edu/campus-life/fraternity-sorority-life/chapter-resources.html>.

12. Educational Programming and Submissions

The Fraternal Organization understand and agrees, as a condition of this Agreement, that it will conduct annual educational programming as outlined in the Chapter Excellence Awards and Fraternity and Sorority Life Member Development Program. More information about these requirements can be found on the Fraternity and Sorority Life website <http://www.clemson.edu/campus-life/fraternity-sorority-life/chapter-resources.html>.

13. NPHC, IFC, CPC, and MGC Membership

The Fraternal Organization understands and agrees that, as a condition of this Agreement, it shall maintain active membership in the NPHC, IFC, CPC, or MGC, and further agrees to abide by the rules and regulations of its applicable governing council. The Fraternal Organization acknowledges that the University does not operate or control the NPHC, IFC, CPC, or MGC and that these councils are not the University's agents. Any Fraternal Organization that seeks to begin a chapter at Clemson University must follow the expansion policies of the governing council where they seek membership.

14. Sexual Harassment, Sexual Violence, and Retaliation

Sexual harassment, sexual violence, and retaliation are prohibited by federal law and University policy. The Fraternal Organization acknowledges that by signing this agreement, the University has the authority to investigate reports of sexual harassment, sexual violence, and retaliation made by University students against members of the Fraternal Organization, and to determine appropriate sanctions which may include suspension or termination of the Fraternal Organization Agreement, restrictions on the rights of the Fraternal Organization to use University facilities, and access University services and resources. The Fraternal Organization's student members' failure to comply with the University's policy related to Title IX may result in the University severing all ties with the Fraternal Organization.

15. Hazing

Hazing is a crime in South Carolina and is also prohibited by University policy and the University Student Code of Conduct. State or local law enforcement agencies investigate allegations of hazing under South Carolina state law. The Office of Conduct and Ethical Standards investigates allegations of hazing under University policy. The University hazing policy can be found in the Student handbook online which defines clearly activities which would be qualified as hazing. The hazing policy in the student handbook can be found digitally here: <https://www.clemson.edu/studentaffairs/studenthandbook/universitypolicies/hazing-policy.html>. To ensure that all persons associated with the Fraternal Organization have access to this information and are aware of these resources, the University will include the link to this website and outline hazing policies in writing as part of the online registration process on TigerQuest, as well as review this information during the annual registration meetings and officer training. The Fraternal Organization President is responsible for sending the link of the hazing policy in the student handbook and reviewing hazing policy procedures with all of the Fraternal Organization's current and prospective directors, officers, members, advisors, coaches, staff, activity participants, and any other persons associated with the Fraternal Organization or engaged in its activities.

16. Alcohol and Drug Use Policy

Clemson University prohibits the illicit or unauthorized manufacture, use, possession, distribution or dispensation of alcohol or illegal drugs on University property or as part of any University activity. The University Alcohol and Drug Use Policy can be found in the Student Handbook online or by following this link: <http://www.clemson.edu/studentaffairs/student-handbook/universitypolicies/alcohol-and-other-drugs-policies.html>.

17. Managing Roster

The Fraternal Organization must submit and maintain an updated roster with each member's name and email address. The Fraternal Organization is responsible to submit any revisions to the roster on the Greek Roster System and TigerQuest with 24 hours of any change.

18. Annual Registration Process and Training Requirements

The Fraternal Organization must complete the annual student organization registration process and follow all the procedures of the registration process as laid out in the CISO Registration policy. As part of the requirements for annual registration, a minimum of one selected officer of the Fraternal Organization must complete the mandatory Student Organization Management Meeting offered during the registration period.

19. Travel Policy

Fraternal organizations are encouraged to meet Clemson University standards for travel. Fraternal organizations should register travel in TigerQuest. Clemson University will provide resources to support safe travel. However, the decision to travel and the liability incurred during said travel are solely the responsibility of the Fraternal Organization. Clemson University will not provide payment for medical care, or provide life or accident insurance coverage for students or others involved in fraternal organization travel, whether occurring on University property or any other location. Each fraternal organization is encouraged to purchase liability insurance to cover the fraternal organization's event with respect to claims by participants or others.

20. Enforcement

The Fraternal Organization acknowledges that the University may file a complaint alleging that the Chapter of its members violated the commitments made in the Fraternal Organization's Chapter Statement and/or applicable NPHC/IFC/CPC/MGC Standards of Conduct with the NPHC/IFC/CPC/MGC for investigation and enforcement. The Fraternal Organization further acknowledges that the University may file a complaint for investigation and adjudication with the Office of Community and Ethical Standards or, in the case of a criminal matter, with local law enforcement.

21. University Benefits

Assuming the conditions set forth in this agreement are met, the Fraternal Organization is eligible to access the services and resources in the Office of Fraternity and Sorority Life. The Fraternal Organization has access to certain privileges to include operating, meeting, advertising, and participating in activities at Clemson University. Activities could include Homecoming, First Friday Parade, formal recruitment, rush, intake, etc. Application for on-campus residential space is a further benefit of this agreement. Additionally, compliant fraternal organizations are eligible for reduced rates in reservable University spaces.

These privileges are subject to the policies and procedures or terms and conditions the University sets for such facilities, services, and resources. Members of the Fraternal Organization must pay the Fraternity and Sorority Life Fee to cover staffing and programming services each semester of their membership. This Fee is reflected on each member's tuition bill. More information about the fee can be found at <http://www.clemson.edu/campus-life/fraternity-sorority-life/fsl-fee.html>.

If the Fraternal Organization is hosting an event on University property with minors under the age of 18 who are not University students, the Fraternal Organization may be required to obtain liability insurance. In addition, if the Fraternal Organization is hosting an event that University staff determines has potential risk of injury to participants and/or guests, the University reserves the right to require liability insurance if the event is taking place on University property. If liability insurance is required, the user and any co-sponsor shall maintain commercial general liability coverage for their activities with a minimum liability limit of \$1,000,000 per occurrence for bodily injury and property damage. **The certificate of insurance shall name Clemson University as additional insured.** A certificate evidencing such coverage shall be provided at least 10 days in advance of the event start date to the reservation administrator associated with the reserved venue.

Clemson University will not provide payment for medical care, or provide life or accident insurance coverage for students or others involved in Fraternal Organization activities, whether occurring on University property or any other location. Each Fraternal Organization is encouraged to purchase liability insurance to cover the Fraternal Organization's event with respect to claims by participants, spectators, or others resulting from Fraternal Organization activities.

22. Advisors

The Fraternal Organization must submit a list of advisors that have been appointed and trained by the (inter)national headquarters. Clemson University does not require faculty and staff members to serve as advisors/coaches for fraternal organizations. **Clemson University faculty and staff members who agree to serve as an advisor/coach to a fraternal organization are acting as volunteers and are not protected by Clemson University liability coverage.** Fraternal organization advisors/coaches who are not employees of

Clemson University are not covered by University liability insurance. Even when serving as volunteers, Clemson University expects advisors/coaches to understand and support University policies on Alcohol and Drug use, hazing, financial management, and non-discrimination.

23. Term of Agreement

This Agreement becomes effective on the date it is executed by an authorized Clemson University official and must be renewed annually using the TigerQuest platform. The University and the Fraternal Organization each reserve the right to terminate this Agreement at will upon written notice. The University also may issue a warning or suspend this Agreement with or without conditions for good cause. Absent early termination or suspension, this Agreement will automatically terminate in the spring of each year on the day following the close of the student organization registration period.

24. Waiver

Failure of the University to enforce any of the provisions of this Agreement shall not be construed as a waiver of that provision or any later breach.

25. Notices

Any notice under this Agreement shall be deemed given when included in the student organization registration form on TigerQuest, which is to be completed by the organization president.

26. Entire Agreement: Amendments

This Agreement incorporates the parties' entire agreement concerning this matter, supersedes any prior contemporaneous understandings regarding its subject matter, and only may be revised by written amendment signed by authorized representatives of both parties. The parties acknowledge that in accepting this Agreement they are not relying on any oral or written statements not included in this Agreement. The undersigned further attests that he/she is bound by the University's Code of Conduct and is knowledgeable of the responsibilities of the officers of the Fraternal Organization. The undersigned is responsible for receiving information, announcements, and email from CUSG/GSG, Campus Activities and Events, the Office of Fraternity and Sorority Life, and other University offices or organizations on behalf of the Fraternal Organization. Further, as the contact person for the Fraternal Organization, the undersigned is responsible for informing the appropriate individuals within the Fraternal Organization of announcements and information that is received, thereby making the entire organization accountable and responsible for its duties as a Fraternal Organization. The undersigned is also responsible for updating the Fraternal Organization's information (e.g., officer changes, constitutional amendments), and for checking all mandatory dates, especially those for the Fraternal Organization's registration process. The undersigned understands that he/she is responsible for alerting the Fraternal Organization's executive members of any and all mandatory University meetings, and for distributing the annual hazing notice referenced in section 15 of this Agreement. The undersigned hereby acknowledges that the Fraternal Organization is responsible for adhering to all local, state, and federal laws, as well as the policies, deadlines, and guidelines applicable to the Fraternal Organizations at Clemson University.

IN WITNESS THEREOF, the parties have executed this Agreement below:

Name of Fraternal Organization: _____

School Year of Agreement: _____

By: Fraternal Organization President Name: _____

Name in Print

Signed: Fraternal Organization President Name: _____

Signature

Date: _____

Clemson University, Office of Fraternity and Sorority Life

By: Director of Office of Fraternity and Sorority Life: _____
Name in Print

Signed: Director of Office of Fraternity and Sorority Life: _____
Signature

Date: _____

Appendix D – Agreement for Contracted Independent Councils

2018-19 Agreement for Contracted Independent Councils (CIC)⁴

1. Representations and Submissions

The undersigned Contracted Independent Council (CIC) represents that for the duration of this Agreement and as a condition of this Agreement that 100% of its members are University students and has a minimum of six University students as members. The CIC also represents that its activities and the activities of its members, whether or not sponsored or officially approved by the CIC, do not and will not violate local, state, or federal law or the University Code of Conduct. Any violations of local, state, or federal law may result in disciplinary action through the Office of Community and Ethical Standards for the individual members involved.

The person executing this Agreement on the CIC's behalf represents that:

- (d) He/she has read the Agreement in full and understands it;
- (e) He/she is an officer of the CIC and is authorized by the members of the CIC to execute the Agreement on the CIC's behalf; and
- (f) The CIC is entering into the Agreement voluntarily and with the benefit of or having had the opportunity to obtain advice from independent legal counsel or another advisor of its choosing.

This agreement does not become effective until approved by the Division of Student Affairs. The CIC agrees to provide any information requested by University officials in a timely manner. The CIC further agrees to submit electronically on TigerQuest any changes in its officers or their contact information within 48 hours of any change.

2. Relationship between the CIC and the University

The University is an institution of the state of South Carolina and a public corporation. The CIC is not a part of the University but rather exists and operates independently of the University. The CIC and the University acknowledge and agree that the CIC is not an agent, servant, or employee of the University, and neither has authority to act for the other or commit the other to any activity, transaction, or agreement. The University does not supervise, direct, or control the CIC's activities; provided, however, the University does control its facilities and property, and to the extent that the CIC seeks to use the University's public facilities or property to conduct its private activities or affairs, the CIC may be subject to additional terms and conditions governing uses of the specific facility or property. Furthermore, all Clemson University students, including members of CICs, are subject to the University's Office of Community and Ethical Standards for any matters that fall within their jurisdiction. **This agreement is subject to termination if in violation of University disciplinary standards.** Further, the contract may be terminated if the organization falls out of good financial standing with the University.

3. The CIC's Dealings with Third Parties

The CIC shall not hold itself out as being part of, controlled by, or acting on behalf of the University. The CIC shall take affirmative steps in all of its recruitment, business, and other dealings with third parties (including, for example, prospective members and businesses) to properly explain its relationship with the University as described in paragraph two of this Agreement. As one of such steps, the CIC shall without exception include the following statement in the CIC's correspondence, messages, contracts, publications, and other written or internet communications:

Although this organization has members who are Clemson University students and may have University employees associated or engaged in its activities and affairs, the organization is not a part of or an agency of

⁴ Adapted from the Agreement for Contracted Independent Organizations at the University of Virginia

the University. It is a separate and independent organization which is responsible for and manages its own activities and affairs. The University does not direct, supervise, or control the organization and is not responsible for the organization's contracts, acts, or omissions.

The CIC also shall prominently display the preceding statement on the home page of any CIC website and any other web pages (including social media) that describe the structure of the CIC or its relationship to the University.

4. Use of the University's Name and Symbols

The University will permit use of its name as part of the CIC's name in the form of "The XYZ Club at Clemson University."

"Clemson University XYZ Club" or any similar use of the University marks (e.g. Clemson Club) is NOT acceptable in any form including as part of a top-level domain name.

The CIC has access to www.clemson.edu/brand/guide/, which defines proper use of Clemson University's name and logos. The Marketing Officer for the organization can be the CIC President or another designated member. Any other uses of the University marks, symbols, logos, mottos, or other indicia of the University are prohibited without the express prior written approval of Clemson University Creative Services Program. For questions about these guidelines, the CIC's marketing officer can contact Dave Dryden at drydend@clemson.edu or 864-656-2469.

5. Taxes

The CIC shall not use the University's taxpayer identification number or the University's tax-exempt status in connection with any purchases or sales by the CIC, any gifts to the CIC, any interest or other income of the CIC, or any activity or purpose of the CIC.

6. Liability, Insurance, Defense, and Notification

The CIC and its individual members agree to release, waive, discharge, and hold harmless Clemson University, its trustees, officers, employees, volunteers, and agents. Further, the CIC and its members acknowledge and understand that Clemson University, its trustees, officers, employees, volunteers, and agents are not liable for injuries or harm caused to anyone in connection with or arising out of the CIC's activities, nor are they liable for any of the CIC's contracts, torts, or other acts or omissions, or those of the CIC's directors, officers, members, advisors, coaches, staff, activity participants, or any other persons associated with the CIC. The CIC understands and agrees that neither it nor its directors, officers, members, or activity participants are protected by the University's insurance policies or self-insurance plans, and that the University will not provide any legal defense for the CIC or any such person in the event of any claim against any of them. To ensure that all persons associated with the CIC fully understand these terms, the CIC president is responsible to issue the following notification to all of the CIC's current and prospective directors, officers, members, advisors, coaches, staff, activity participants, and any other persons associated with the CIC or engaged in its activities:

NOTICE: You are either considering or currently participating in activities or affairs of a CIC at Clemson University. Although the CIC has members who are University students and may have University employees associated or engaged in its activities and affairs, the organization is not a part of or an agency of the University. The CIC is a separate and independent organization which is responsible for and manages its own activities and affairs. The University does not direct, supervise, or control the organization and is not responsible for the organization's contracts, acts, or omissions. The CIC directs all of its own activities and affairs, including but not limited to transportation, travel, tournaments, fundraisers, or any other events. These activities or affairs may, at times, involve a certain amount of risk, and the CIC assumes all responsibility for any such risk. All persons associated with the CIC should ascertain whether they have adequate insurance

independently or through the CIC to cover any such risk. Neither the University nor the state of South Carolina provides insurance coverage or legal defense for any claims resulting from the affairs or activities of a CIC.

7. Non-discrimination

Clemson University is committed to a policy of equal opportunity for all persons and does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender, pregnancy, national origin, age, disability, veteran's status, genetic information or protected activity. A student organization is ineligible for CISO status when the organization restricts its memberships, programs, or activities on the basis of any of the above classifications. Notwithstanding these requirements, a CISO may petition to restrict its membership based on gender (e.g. all-male or all-female a cappella groups) or an ability to perform the activities related to the organization's purpose by filing a written request with the Division of Student Affairs. In evaluating such requests, the University will request a review of the constitution and its actual practices and operations.

8. Funding

The CIC is eligible to receive student activity fees, which are allocated by the Student Funding Board (SFB). The Student Funding Board processes CIC budget requests based on available funds and in compliance with the Student Funding Board Constitution. A CIC that receives student activity fees is required to use the funds as it has requested and as approved by SFB. Consistent with the terms of this Agreement, Clemson University is not responsible for and has no control over the CICs activities funded with student activity fees. Under no circumstances may such funds be used to support any activity prohibited by applicable law or University policy.

9. Use of Facilities

Contracted Independent Councils are eligible for reduced rates in reservable University spaces. Additionally, CICs may request private space. Space availability will be reviewed and granted on an annual basis. Private space use is a privilege and is not guaranteed for CICs from year to year. CICs granted private space must sign a License Agreement annually with Student Involvement and Leadership. The License Agreement will outline the terms and conditions of space use on campus, including that the CICs use of University space is nontransferable and may be revoked by the University at any time.

If the CIC is hosting an event on University property with minors under the age of 18 who are not University students, the CIC may be required to obtain liability insurance. In addition, if a CIC is hosting an event that University staff determines has potential risk of injury to participants and/or guests, the University reserves the right to require liability insurance if the event is taking place on University property. If liability insurance is required, the user and any co-sponsor shall maintain commercial general liability coverage for their activities with a minimum liability limit of \$1,000,000 per occurrence for bodily injury and property damage. **The certificate of insurance shall name Clemson University as additional insured.** A certificate evidencing such coverage shall be provided at least 10 days in advance of the event start date to the reservation administrator associated with the reserved venue.

The University will not provide payment for medical care or provide life or accident insurance coverage for students or others involved in CIC activities, whether occurring on University property or any other location. Each CIC is encouraged to purchase liability insurance to cover the CIC's event with respect to claims by participants, spectators, or others resulting from CIC activities.

10. Managing Roster

The CIC must submit and maintain an updated roster of CIC members with each member's name and email address. The CIC is responsible to submit any revisions to the CIC roster on TigerQuest within 48 hours of any change.

11. Annual Registration Process and Training Requirements

The CIC must complete the annual student organization registration process and follow all the procedures of the registration process as laid out in the CIC Registration policy.

12. Travel Policy

Contracted Independent Councils are encouraged to meet Clemson University standards for travel. Further, CICs should register all travel in TigerQuest. Clemson University will provide resources to support safe travel by CICs. However, the decision to travel and the liability incurred during said travel are solely the responsibility of the CIC. Clemson University will not provide payment for medical care or provide life or accident insurance coverage for students or others involved in CIC travel, whether occurring on University property or any other location. Each CIC is encouraged to purchase liability insurance to cover the CIC's event with respect to claims by participants or others.

13. Advisors

At its discretion, Clemson University may designate a faculty/staff advisor/coach to support individual Contracted Independent Councils. The appropriate department head, dean, Vice President of Student Affairs or Provost will determine the advisor or coach. Student organization advising responsibilities must be included in the job description of those faculty and staff members who have been appointed or hired to work with student organization(s).

14. Affiliation with Contracted Independent Student Organizations

Contracted Independent Councils may offer support and/or formally affiliate with Contracted Independent Student Organizations. Advice, guidance, mandates, or any other form of direction from CICs to CISOs is the policy of the respective CIC. This direction does not emanate from Clemson University, as CICs are not agents of the University.

15. Sexual Harassment, Sexual Violence, and Retaliation

Sexual harassment, sexual violence, and retaliation are prohibited by federal law and University policy. The CIC acknowledges that by signing this agreement, the University has the authority to investigate reports of sexual harassment, sexual violence, and retaliation made against CIC members, and to determine appropriate sanctions which may include suspension or termination of this agreement, restrictions on the rights of the CIC to use University facilities, and access University services and resources. The CIC's student members' failure to comply with the University's policy related to Title IX may result in the University severing all ties with the CIC.

16. Hazing

Hazing is a crime in South Carolina and is also prohibited by University policy and the University Student Code of Conduct. State or local law enforcement agencies investigate allegations of hazing under South Carolina state law. The Office of Conduct and Ethical Standards investigates allegations of hazing under University policy. The University hazing policy can be found in the Student handbook online which defines clearly activities which would be qualified as hazing. The hazing policy in the student handbook can be found digitally here: <https://www.clemson.edu/studentaffairs/studenthandbook/universypolicies/hazing-policy.html>. To ensure that all persons associated with the CIC have access to this information and are aware of these resources, the University will include the link to this website and outline hazing policies in writing as part of the online registration process on TigerQuest, as well as review this information during the annual registration meetings and officer training. The CIC President is responsible for sending the link of the hazing policy in the student handbook and reviewing hazing policy procedures with all of the CIC's current and prospective directors, officers, members, advisors, coaches, staff, activity participants, and any other persons associated with the CIC or engaged in its activities.

17. Alcohol and Drug Use Policy

Clemson University prohibits the illicit or unauthorized manufacture, use, possession, distribution or dispensation of alcohol or illegal drugs on University property or as part of any University activity. The

University Alcohol and Drug Use Policy can be found in the Student Handbook online or by following this link: <http://www.clemson.edu/studentaffairs/student-handbook/universypolicies/alcohol-and-other-drugs-policies.html>.

18. Terms of Agreement

This Agreement becomes effective on the date it is approved by the Division of Student Affairs and must be renewed annually using the TigerQuest platform. The University and the CIC each reserve the right to terminate this Agreement at will upon written notice. The University also may issue a warning or suspend this Agreement with or without conditions at will upon written notice. Absent early termination or suspension, this Agreement will automatically terminate in the fall of each year on the day following the close of the registration period.

19. Waiver

Failure of the University to enforce any of the provisions of this Agreement shall not be construed as a waiver of that provision or any later breach.

20. Notices

Any notice under this Agreement shall be deemed given when included in the CIC registration form on TigerQuest, which is to be completed by the organization president.

21. Entire Agreement-Amendments

This Agreement incorporates the parties' entire agreement concerning this matter, supersedes any prior contemporaneous understandings regarding its subject matter, and only may be revised by written amendment signed by authorized representatives of both parties. The parties acknowledge that in accepting this Agreement they are not relying on any oral or written statements not included in this Agreement. The undersigned further attests that he/she is bound by the University's Code of Conduct and is knowledgeable of the responsibilities of the officers of the CIC. The undersigned is responsible for receiving information, announcements, and email from CUSG/GSG, the Division of Student Affairs, and other University offices or organizations on behalf of the CIC. Further, as the contact person for the CIC, the undersigned is responsible for informing the appropriate individuals within the CIC of announcements and information that is received, thereby making the entire organization accountable and responsible for its duties as a CIC. The undersigned is also responsible for updating the CIC's information (e.g., officer changes, constitutional amendments), and for checking all mandatory dates, especially those for SFB's appropriation process and the CIC's registration process. The undersigned understands that he/she is responsible for alerting the CIC's executive members of any and all mandatory University meetings, and for distributing the annual hazing notice referenced in section 16 of this Agreement. The undersigned hereby acknowledges that the CIC is responsible for adhering to all local, state, and federal laws, as well as the policies, deadlines, and guidelines applicable to the CICs at Clemson University.

IN WITNESS THEREOF, the parties have executed this Agreement below:

Name of CIC: _____

School Year of Agreement: _____

By: CIC President Name _____

Name in Print

Signed: CIC President Name _____

Signature

Date: _____

Clemson University, Division of Student Affairs

By: _____

Appendix E - Clemson University Administrative Policy Regarding Student Organizations

Policy Title: Clemson University Student Organizations Policy
Policy Statement: This policy exists to provide Clemson University students a routine and manageable way to form organizations. Additionally, this policy aims to provide the community with accurate information about the various organizations affiliated at Clemson and their relationship to the University. At Clemson University there are three different types of student organizations. University Student Life Programs (USLP) are student groups that perform duties Clemson University would otherwise seek to perform on its own. These groups are supervised by Clemson University employees. Contracted Independent Councils (CIC) are students organizations that have a relationship to or oversight of Contracted Independent Student Organizations (CISO) or student populations. Clemson University maintains no direct, legal relationship and has no supervision authority with CICs. Contracted Independent Student Organizations are student run organizations. Through an agreement with Clemson University, CISOs receive certain defined privileges as long as they comply with the requirements of the agreement and applicable university policy. Clemson University maintains no direct, legal relationship and has no supervision authority with CISOs. However, Clemson University may provide training and education to all student organizations, regardless of type.
Purpose: The purpose of the Clemson University Student Organization Policy is to provide clarity for the University and the student organizations that affiliate at Clemson University.
Responsible Department/Division (Contact Person): Division of Student Affairs Campus Activities and Events Mandy Hays + Josh Barnes
Approval Dates: Administrative Council: President: Other: if appropriate Reviewed/Revised Dates:
Monitoring Procedures and Exemptions (if applicable): n/a
Published Location(s): Campus Activities and Events website

Appendix F - Certified Student Leader Program

The Certified Student Leader Program is designed to prepare students with basic level of proficiencies in leadership that can be applied to various student leadership opportunities. Students have the opportunity to customize their certification based on their schedule and interests.

Most employers and graduate schools seek individuals who have proved to be leaders, have demonstrated their leadership abilities, and have been actively involved on their campus and in their local community. Students who complete the Certified Student Leader program have participated in a well-rounded leadership and service program which exceeds the quality of the typical college student experience.

As a result of the certification, students will be better positioned to serve in critical leadership roles on campus whether as a resident assistant, student organization leader, student manager, or orientation ambassador to name a few. The Certified Student Leader program is set for a pilot in Fall 2018.

By becoming a Certified Student Leader, students will develop a basic level of proficiency in the following core competencies:

- Self-Awareness
- Communication
- Teamwork
- Interpersonal interactions

Benefits

- Creates a basic level of proficiency for student leaders across all types of positions and experiences
- Ensures students leave Clemson with at least a basic level of proficiency in leadership
- Helps students develop skills and abilities that connected to core competencies central to employers and leaders

To become a Certified Student Leader, a student must complete the following within one academic year:

- **Step 1 - Complete the Certified Student Leader Intake Form**
 - Gathers personal information, provides a baseline for learning growth via a pre assessment, collects valuable information for interpretation during next step in process
 - To be hosted as a TigerQuest Form
 - Progress throughout the program will be monitored via the Paths function on TigerQuest
 - Self-Awareness
- **Step 2 - Attend a Certified Student Leader orientation session with a Clemson Involvement Ambassador**
 - To ensure onboarding into program, connection to salient portions of the Program Core
 - Self Awareness, Interpersonal Interactions, Communication
- **Program Core - Self-Paced by aspiring Certified Student Leaders**
 - Attend two Gantt Center programs
 - Self-Awareness, Communication & Interpersonal Interactions
 - Successfully complete Student Involvement and Leadership sessions (4 sessions total)
 - Program Options
 - Getting Started - intro to leadership, values, leadership/life balance, available opportunities on campus
 - Defining a Path - incoming leader support, visioning, goal setting, strategic planning
 - Putting Vision into Action (Finance) - budgeting as a case study, fundraising
 - Putting Vision into Action (Communication) - marketing, communicating a vision, consensus building, giving and receiving feedback

- Leaving a Legacy (Mentorship)
- Leaving a Legacy (Member retention)
- Make it Matter after Clemson - sell your involvement, community engagement
 - Opportunity for connection with interested alumni
 - Blind Spots - inclusion, ethics, talking across difference
 - Self-Awareness, Communication, Interpersonal Interactions, & Teamwork
- Create a resume & meet with CCPD for career counseling
 - Self-Awareness & Communication
- Attend a Clemson University sponsored conference
 - Program options
 - Clemson University Leadership Conference
 - The Women's Leadership Conference
 - Men of Color National Summit
 - Self-Awareness, Communication, Teamwork & Interpersonal Interactions
- Complete 5 hours of pre-approved service with a community partner
 - Teamwork & Interpersonal Interactions
- Final Step - Complete program post assessment
 - To assess impact & program
 - Optional - attend annual CSL Graduation ceremony

Appendix G - Student Funding Board (SFB) Constitution⁵

Policy

The Student Funding Board (SFB) is a University Student Life Program with authority granted from Clemson University and the Vice President of Student Affairs to allocate student activities fees to University Student Life Programs (USLPs), Contracted Independent Councils (CICs), and Contracted Independent Student Organizations (CISOs). SFB is student-governed and provides a direct service to Clemson University. Procedures for distribution of SFB allocations are the responsibility of Student Affairs Business Operations. SFB is a policy group that strives to fund organizations in a fair and equitable manner. The views and opinions of organizations funded through SFB do not reflect the official position of SFB or Clemson University. All SFB meetings are open to the public.

Non-Discrimination

Clemson University is committed to a policy of equal opportunity for all persons and does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender, pregnancy, national origin, age, disability, veteran's status, genetic information or protected activity. Hazing will not be allowed as a condition of membership in this organization.

Membership

Eligibility

All officers at the time of their election and during their term must possess be full-time matriculated students at Clemson University. Further, each member must maintain a minimum 2.8 GPA, be in good disciplinary standing, and have no financial holds. at least the minimum requirements regarding enrollment hours, GPA, academic and disciplinary standing, and financial and disciplinary holds to serve in a leadership position. Officers of SFB must be a current or former officer in a USLP, USCO or CISO. Any students who have previously served on SFB are prohibited to serve on SFB again (excluding the Chair position and potentially the appointees from CUSG and GSG). Officers who do not meet the requirements during their term shall be resigned or removed.

The **Student Funding Board Chair** is a neutral facilitator of the allocation process. The parameters of the Chair's role are described below.

- Responsibilities include: set meeting agendas, facilitate meetings, neutrally guide SFB through application of policy and precedent
- Votes only in a tie-breaking capacity
- Recuses themselves for any discussion of allocation for student groups in which they are a member
- Meet with the Student Funding Board Advisors weekly
- Provide all documents and records pertaining to their responsibility to the new Chair
- Prepare Annual Report and present to CUSG and GSG
- Election procedures
 - Annually by the outgoing SFB
 - Must have served in outgoing SFB
 - First meeting in February – nominations for incoming Chair
 - Second meeting in February – Speeches, discussion, majority vote on paper ballot
 - Votes counted by SFB Advisor
- Only returning member of SFB
- Term runs from June 1-May 31
- Incoming Chair shadows outgoing Chair from March 1-May 31
- In first year of operation:
 - Chair appointed by Vice President of Student Affairs as no returning members exist
 - Term runs from October 2019-May 31, 2019

⁵ Adapted from the Virginia Tech Student Budget Board Funding Policies and Procedures.

- Serve as the Primary Contact in Tiger Quest and responsible for completing the registration requirements for USLPs.

The **Student Funding Board Vice Chair** is a voting member of the organization, unless filling in for the Chair during absences or recusals due to conflicts of interest. The parameters of the Vice Chair's role are described below.

- Responsibilities include: serving as Chair during absences or recusals, keep an accurate account of all funds received and expended
- When serving as Chair, upholds same standards for neutrality expected of the Chair
- Election procedures
 - Annually by the incoming SFB
 - First meeting in April - nominations
 - Second meeting in April – Speeches, discussion, majority vote on paper ballot
 - Votes counted by SFB Advisor
- Recuse themselves for any discussion of allocation for student groups in which they are a member
- Term runs from June 1-May 31
- Serve as Vice Chair in Tiger Quest and responsible for completing the registration requirements for USLPs.

The **Student Funding Board Representatives** are voting members of the organization. The parameters of the Representative's role are described below.

- Selection procedures
 - Must not have previously served on Student Funding Board
 - Must be a current or former officer in a USLP/CIC/CISO
 - Must be a student in good standing with Clemson University
 - Selected Representatives must be from 80% USLPs/CICs/CISOs not represented in two previous iterations of the Student Funding Board
 - At any time, no more than two Representatives may come from any student organization.
 - Representatives must provide all organization memberships in application
 - Representatives represent all organizations for which they are members, which preclude those organizations from serving for the two future iterations of the Student Funding Board
 - Nominated via TigerQuest from first Monday of February-third Friday of February annually
 - Example – 2019 timeline – Nominations open February 4 and close on February 22
 - Selected by outgoing SFB
 - Led by SFB elected **Selections Chair**
 - Second meeting in February – nominations
 - Third meeting in February - Speeches, discussion, majority vote on paper ballot
 - Votes counted by SFB Advisor
 - Last week of February and first week of March – current Representatives personally score nominations using established rubric
 - Recuse themselves for scoring of any nominee from a student group in which they are a member
 - Second meeting in March – review scores and confirm incoming Representatives
- Membership includes 1 appointee by Clemson Undergraduate Student Government and 1 appointee by Graduate Student Government. These members may serve for more than one year at the discretion of the respective student government.
- In first year of operation:
 - 12 Reps. appointed by Vice President of Student Affairs as no returning members exist
 - 1 appointee from both Clemson Undergraduate Student Government and Graduate Student Government
 - Term runs from August 22, 2018-May 31, 2019

- Elect one member to serve as Vice Chair
- Recuse themselves for any discussion of allocation process for student groups in which they are a member
- Absence policy
 - Allowed one (1) unexcused absence per semester
 - Excused absences include but are not limited to: illness, personal/family emergency, or exam scheduled during meeting
 - Absences sent to Chair via email by 5pm prior to the weekly meeting
 - Excused/unexcused classifications are at the discretion of the Chair
 - More than one (1) unexcused per semester will result in a forfeiture of their role as SFB Representative
- Voting term runs from June 1-May 31
- Non-voting term runs from last meeting of March-May 31 on year of election
 - Includes attendance at current SFB meetings
- Removal of Student Funding Board members
 - Officers may be removed from their positions without mutual agreement for non-participating, misconduct, failure to fulfill job duties or any violations of any provisions of the Constitution.
 - The officer will be notified in writing of the possible removal at least 72 hours prior to the vote and will be allowed to address the organization in order to relate to members any relevant defense prior to the voting for removal.
 - Any officer may be removed from office with a majority affirmative vote of active officers. The removed officer shall provide all documents relating to the organization.
- Filling Vacant Positions
 - In the event an officer other than the Chair is removed or resigns, the nomination and election process will take place at the next meeting. The appointment of the officer will coincide with their role on the SFB. For example, if the appointee from Clemson Undergraduate Student Government resigns or is removed, the new elected officer must be a representative from Clemson Undergraduate Student Government.
 - If the Chair is removed or resigns, the Vice Chair will assume the role of Chair upon a majority confirmation of the remaining officers. If not confirmed, the Chair will be filled as per the paragraph above.
 - The newly elected officer's term shall end at the annual installation of officers during the last meeting in April. Any change in officer information should be reported on TigerQuest.

The **Student Funding Board Advisors** are staff members in Student Involvement and Leadership. The Advisors are neutral parties whose perspectives are offered with extreme discretion. These perspectives will not reflect personal values and are intended to maintain compliance or provide historical context. The parameters of the Advisor's role are described below.

- Provides incoming SFB training in coordination with incoming Chair
- Non-voting member
- Serves as a liaison between SFB and Student Affairs Business Operations
- Maintains decorum and compliance with applicable Clemson University financial procedures and SC laws and procurement standards
- Assists Chair with scheduling and announcing to campus well in advance all SFB meetings

Student Funding Board Internal Finances

Student Funding Board Member Payment - Student Funding Board Members are eligible for payment as a part of their service to Clemson University. Payment will be coordinated by the Student Funding Board Advisors. The payment is broken down as follows:

- Representatives - \$1,900
- Vice Chair - \$2,300

- Chair - \$3,000

Student Funding Board Expenses – Student Funding Board will annually purchase shared services for the Contracted Independent Councils and Contracted Independent Student Organizations registered at Clemson University.

- **Insurance** – Student Funding Board will bid out accident and liability insurance policies to be shared by CICs and CISOs at Clemson University. Budgeted student activity fee dollars will cover this expense.
- **Campus Engagement Platform** – Student Funding Board will bid out an online student engagement platform to be used by student organizations and departments at Clemson University. As of 2018, the current platform is TigerQuest, an Engage product of CampusLabs. Budgeted student activity fee dollars will cover this expense.

Bank Account Policy - Student Funding Board will maintain no bank accounts external to Clemson University. All Student Funding Board dollars will be help by Student Affairs Business Operations.

Meetings

Frequency - The Student Funding Board meets once per week during the Fall and Spring academic semesters. Extra meetings may be held if needed. SFB begins meeting the first week of the Fall and Spring academic semesters. The last meeting of each semester is the week prior to the last day of classes. SFB does not meet over Fall Break, Thanksgiving Break, Winter Break, Spring Break, and Summer Break.

Voting – The Student Funding Board needs at least eight (8) members present to reach quorum. A simple majority approves/disapproves/defers a request. The Chair votes only to break a tie. During each meeting, standing contingency funding requests are considered. Contingency funding requests are not considered during the summer. SFB considers annual funding requests only during the established Spring period.

Funding Procedures

Types of funding allocations – In order to accommodate the needs of student groups for long and short term planning, the Student Funding Board manages multiple types of allocations.

- **Budgeted Organization Funding** – USLPs/CICs whose allocation is a designated percentage of the Student Activities Fee. In order to be eligible for Budgeted Organization Funding, applicable USLPs/CICs must serve the interests of a broad and diverse range of Clemson University students as determined by the Division of Student Affairs. Otherwise, USLPs/CICs can apply for Annual or Contingency Funding as outlined below. These groups will be notified of their allocation by the Student Funding Board once the Student Activities Fee for the following year is determined. As part of the Student Organization Registration process, Budgeted Organizations will submit a budget via TigerQuest to reflect their planned spending for the following year. All subsequent financial transactions will be tracked through TigerQuest. Below, the numbers adjacent to each organization indicate the percentage of Student Activity Fees directly allocated per year to the organization.
 - Clemson Undergraduate Student Government (5%)
 - CLEMSONLIVE (11%)
 - TigerPaw Productions (11%)
 - Greek Life – NPHC, MGC, IFC, CPC (4%)
 - Central Spirit (5%)
 - Club Sports Association (15%)
 - Bridge Leadership Council (0.4%)
 - Capital Improvements (3.4%)
 - Student Funding Board (4.0%)
 - **Total of Student Activity Fee – 58.8%**

- **Annual Grant Funding** – Program of funding that allows eligible student groups to submit a grant request in November for programs that will occur the following academic year. The Annual Grant Funding Request occurs concurrently with the Student Organization Registration process in TigerQuest. Requests submitted after the deadline will not be considered for Annual Grant Funding for the following fiscal year. Due to limited financial resources, Annual Grant Funding Requests may not be covered in full and some costs and/or projects may be directed to submit Contingency Grant Funding Requests. A minimum of \$25,000 will be reserved for allocation to graduate student groups. These funds then become available for spending on July 1 annually.
 - **Deadline** - Final Thursday in November at 11:59 pm
 - **Notification** - In TigerQuest on the third Thursday in January
 - **Total of Student Activity Fee – 36.0%**

- **Contingency Grant Funding** – Program of funding that allows eligible student groups to supplement their Annual Grant Funding. Contingency Grant Funding is designed to address unforeseen needs relating to existing or new programs arising in the course of the fiscal year. In order to submit a Contingency Grant Funding request, your form must be submitted 30 days in advance of spending. Requests submitted after the deadline will not be considered.
 - **Deadline - 30 days in advance of spending**
 - **Notification** – Variable, see Funding Request Review Process below for details – notified in TigerQuest
 - **Total of Student Activity Fee – 5.2%**

Funding Grant Request eligibility requirements

- Groups must meet the criteria below in order to be eligible to submit Grant Funding Requests:
 - Currently registered with the Division of Student Affairs - see pages 10-12 for further information on registration of a student group
 - In good disciplinary and financial standing with Clemson University
 - At least one Certified Student Leader on the organization executive board, beginning for fiscal year 2021 (submission process in November 2019)
 - Meet request deadlines outlined above

Funding Request Review Process

- **Annual Grant Funding Review Process**
 - Beginning on the final Friday of November, the Student Funding Board will collectively review the Annual Grant Funding requests.
 - The Funding Conditions described in the section below serve as the guide for Annual Funding review.

- **Contingency Grant Funding Review Process**
 - Normal process – The Student Funding Board hears requests for Contingency Grant Funding in the order in which they are received. SFB meets weekly and every effort is made to hear requests as quickly as possible. The earlier a Contingency Grant Funding Request is made in advance of a spending need, the more time the student group will have for planning.
 - Missing information process - Once a Contingency Grant Funding Request is submitted, it is reviewed for omissions. In the event information is missing, the request will be denied in TigerQuest. Student groups will need to re-submit the request. This will likely delay the review. Please ensure the Funding Request is as accurate as possible before submitting.
 - The Funding Conditions described in the section below serve as the guide for Contingency Grant Funding review.

Funding conditions:

- Follows funding deadlines and precedents
- Target audience is currently enrolled students

- Fiscal integrity and prudent use of all funds
- Aligns with the organization's mission
- Quality of justification and accompanying documentation
- Agrees to follow University and South Carolina state procurement policies and guidelines
- Has a Certified Student Leader on the organization's executive board, beginning in FY21 (funding request period beginning in November 2019)
- Minimum Annual/Contingency Funding Request is \$500.

Approved Funds

- Approval notification comes via TigerQuest.
- Student groups are approved for only what is in the TigerQuest notification.
- Any money spent outside of what is approved is the sole responsibility of the student group.
- Student groups **cannot be reimbursed** for any payments made prior to the Student Funding Board's approval of funding. All payments must take place after approval from SFB. If payments are made prior to SFB's approval, the student group is solely responsible for paying those expenditures.
- If unforeseen circumstances arise, student groups may request to reallocate their approved funding. This can be done by completing a Contingency Funding request in TigerQuest with Reallocation noted on the Form. This can only be done only in the event something happened outside of the student group's control. Reallocation requests will be processed as soon as possible by SFB.
- Budgeted Organization Funding, Annual Funding, and Contingency Funds do not "rollover" from year-to-year. Organizations receiving allocations should spend or encumber funds by April 15 annually. Any unused or unencumbered funds will revert to the Student Funding Board to be used for capital projects and campus improvements.

Grant Purchase Requests

- Purchase Requests are made to access Annual/Contingency Grants already approved by the Student Funding Board.
- Student Affairs Business Operations approves Purchase Requests and processes all payments from the Student Activity Fee.
- Purchase Requests are to be made in chunks, i.e. per event, tournament, travel, etc.
- In order to access a second Purchase Request, student organizations must provide proof of purchase of how funding was utilized.
- Purchases in excess of \$4,000 need to be verified. Student organizations will need to sign a form outlining the expenditures and agreeing to use the funds for only approved expenses.
- Clemson University reserves the right to audit any registered student organizations who have received a Annual or Contingency Grant.
- The minimum Purchase Request is \$250.

Appendix H - Student Organization Financial Management Requirement + Guidelines

There are many elements that contribute to sustainable, successful organizations. Strong financial management, combined with adequate resources, are essential elements that can go a long way toward achieving your organization's goals. To emphasize the importance of strong financial controls and maintenance of records, the University, along with CUSG and GSG, offers the following best practices related to student organization finances. All student organizations will be asked to acknowledge that they have read and understand these requirements and best practices during the registration process.

REQUIREMENT:

Bank Account Names - The name on the bank account of Contracted Independent Student Organizations cannot be affiliated with the University (i.e. Clemson University Organization Name) or use the Clemson University Federal Tax Exempt ID number. Instructions on obtaining an EIN Tax number for banking purposes can be found at the following link: (<http://www.irs.gov/pub/irs-pdf/iss4.pdf>)

GUIDELINES:

Officers' Responsibilities: Checks and Balances

Your organization is responsible for its own finances and financial records. In order to maintain good financial control, it is necessary for more than one person to hold responsibility for financial transactions. Because the University does not offer on-campus bank accounts for Contracted Independent Student Organizations, it is important for each student organization to establish financial controls to limit the risk of mis-management of organization funds. The University recommends that organizations adopt the following measures to insure good financial management and practice for off-campus banking.

Monthly Reconciliation of Bank Statements

The Financial Officer/Treasurer should maintain expenditure and deposit records in order to allow for a monthly comparison (reconciliation) to the bank statement (in some cases this is an online process with your bank). Document and resolve all differences.

Formal Financial Report

Depending on the complexity of the student organization, the Financial Officer/Treasurer should make no less than one formal report each semester to the other officers and members of the organization. The report should be reviewed and approved by the organization's members.

Double endorsement of expenses

Requiring two signatures on checks adds an additional control which may help prevent check purchases being made without the consent of a second student organization officer.

Name of the organization's Primary Student Officer/President on ATM/Debit Cards

Having the name of the Primary Student Officer/President on the organization's ATM/Debit Card and only allowing one card for your organization allows for better accountability of the expenditure of your organization's funds.

Documentation for ATM and Debit Card Transactions

Student organizations should limit the use of ATM and debit cards since they rarely provide the paper trail that is helpful in accounting. The use of an ATM to withdraw cash to purchase supplies should also be discouraged since mis-management of organization funds may occur more easily. Subsequent officers may also find it difficult to understand organization expenses without paid invoices, itemized receipts and other appropriate paperwork. ATM and debit cards can be used for any legitimate organizational purposes including purchasing on-line merchandise or to provide a deposit for a service. It is important for those using the ATM/Debit card to turn in itemized receipts and other appropriate paperwork for proof of items/services purchased.

Separate financial duties

The Financial Officer/Treasurer should not be the primary purchasing officer or have access to an ATM or check card. If so, another person needs to reconcile the bank statements to ensure an appropriate system of checks and balances for financial transactions and reconciliation.

Keep records public to Officers, Members and Advisors

Purposeful mismanagement of funds is difficult to conceal when financial records are made public or readily available to the student organization's officers, members and advisors. Public records allow organization representatives to question all expenses, which helps ensure generally accepted use of the organization's resources and protects against misuse of funds. Clemson provides TigerQuest as a secure mechanism for making financial statements available to organization members.

Define consequences for misuse of funds

It is important to address misuse of funds (i.e. embezzlement) in your organization's Constitution and By-laws. Some items to include:

- Definitions
- Methods for monitoring bank accounts
- Consequences for violating policies

By doing so, the student organization states its intentions to be a good steward of organization funds. This acts as a deterrent and leaves no ambiguity regarding the consequences associated with misuse of funds. The point is to deter the activity and outline a course of action in the rare event misuse of funds occurs.

Have officers remove personal information from bank accounts and change online banking passwords during officer transitions.

When an officer is no longer associated with the student organization (due to graduation or any other reason) be sure to communicate with the bank and have their personal information removed from any accounts.

Transferring account status to a current organization officer ensures a smooth transition for the organization. Additionally, it is very important for security purposes to change the organization's online banking passwords as part of the officer transition process.

Student Organization Tax Filing Requirements

Student organizations are viewed as legally distinct from Clemson University and must independently comply with federal and state tax laws, including various filing requirements. Groups should consider incorporating as a best practice.

Student Organization Accounts over \$100,000

Student organizations with accounts in excess of \$100,000 should take additional precautions. These accounts should be subject to regular audit and have a bookkeeper to manage their funds.