RECOGNITION AGREEMENT
BETWEEN
CALIFORNIA POLYTECHNIC STATE UNIVERSITY
AND
INDEPENDENT STUDENT ORGANIZATION (ISO)

This Recognition Agreement ("Agreement") between California Polytechnic State University ("Cal Poly") and _______________ on campus is dated, __________, 2017.

Recitals

WHEREAS, the ISO is an external, student-oriented group that is legally separate and independent of Cal Poly.

WHEREAS, Cal Poly may grant, suspend or rescind official recognition of any ISO in its sole discretion.

WHEREAS, upon granting official recognition of an ISO, Cal Poly may grant certain benefits to the ISO.

WHEREAS, any benefits granted by Cal Poly to an ISO should not be misinterpreted as meaning that an ISO is a part of or controlled by Cal Poly, or that Cal Poly is responsible for the ISO’s contracts or other acts or omissions, or that Cal Poly approves of the ISOs goals or activities.

WHEREAS, ISOs are free to exist without official recognition by Cal Poly.

WHEREAS, the ISO requests Cal Poly grant official recognition of it as a recognized ISO.

WHEREAS, the purpose of this Agreement is to describe the entire relationship between Cal Poly (including Cal Poly auxiliary organizations) and the ISO which is a party to this Agreement, including all of Cal Poly benefits the ISO may receive, and all of the conditions for their receipt.

NOW, THEREFORE, in consideration for the mutual covenants and conditions stated herein, the receipt and sufficiency of which are hereby acknowledged, Cal Poly and ISO agree as follows:
1. **INCORPORATION OF RECITALS.**

The foregoing Recitals are part of this Agreement and are hereby incorporated into this Agreement by this reference.

2. **OBLIGATIONS AND DUTIES OF INDEPENDENT STUDENT ORGANIZATION IN EXCHANGE FOR CAL POLY’S OFFICIAL RECOGNITION.**

In exchange for Cal Poly’s official recognition of the ISO, the ISO shall:

A. Not discriminate on the basis of gender, race, religion, national origin, ethnicity, color, age, marital status, citizenship, sexual orientation, or disability, and that any exception to the prohibition on gender discrimination complies with policies of Cal Poly.

B. Comply with the California State University Standards for Student Conduct as expressed in the California Code of Regulations (Title 5, Division 5, Subchapter 4, Article 2, §41301 et seq.).

C. Be and remain a non-commercial, non-for-profit entity.

D. Maintain at least 80% of its membership matriculated Cal Poly students.

E. Provide Cal Poly students with beneficial opportunities for social support, leadership development, community service, and/or personal development.

F. Strive to be exemplars of student behavior.

G. Strive to project a positive public image.

H. Comply with all Cal Poly policies and procedures, including the CAP Policy on Student Organizations.

I. Remain financially and legally independent of Cal Poly or of any Cal Poly auxiliary organization.

J. Be and remain financially self-supporting.

3. **PRIVILEGES OF RECOGNITION.**

As long as the ISO remains in good standing with Cal Poly, the ISO may:

A. Announce that it has been recognized by Cal Poly.

B. Use only regulated references to Cal Poly’s name, such as “…at Cal Poly” or “…recognized by Cal Poly” in accordance with Section 7 of this Agreement.

C. Use Cal Poly facilities on an as-available basis without a separate facility license in accordance with Section 10 of this Agreement.

D. The ISO shall not use any marks, symbols, logos, mottoes, or indicia of Cal Poly without Cal Poly’s express prior written consent.
4. **TERM.**

The Agreement term will begin on July 1, 2017 and will terminate on June 31, 2018. The Independent Student Organization’s compliance with this Agreement shall be subject to annual review by Cal Poly.

5. **RELATIONSHIP BETWEEN THE INDEPENDENT STUDENT ORGANIZATION AND CAL POLY.**

Cal Poly is a state agency and the ISO is not part of Cal Poly or any Cal Poly auxiliary organization, but rather exists and operates independently of Cal Poly and its auxiliary organizations. The ISO is not an agent, servant or employee of Cal Poly or its auxiliary organizations, but rather is an independent entity which manages its own affairs.

The parties understand and agree that the ISO is not required to enter into this Agreement and the only result of the ISO terminating or failing to execute this Agreement will be the loss of the benefits described in this Agreement.

6. **THE ISO’S DEALINGS WITH THIRD PARTIES.**

The ISO shall not hold itself out as being part of, controlled by or acting on behalf of Cal Poly, or any Cal Poly auxiliary organization. The ISO shall take affirmative steps in all of its recruitment, business and other dealings with third parties (including, for example, prospective members and businesses) to explain its relationship with Cal Poly.

As one of such steps, the ISO shall include the following statement (or another similar statement approved in advance by Cal Poly) in the ISO's letters, messages, contracts, publications and other such written or internet communicated materials (except intra-Cal Poly and intra-ISO correspondence):

Although [Insert name of Independent Student Organization] has members who are also students at California Polytechnic State University, the organization is independent of the state agency, California Polytechnic State University (including California Polytechnic State University’s auxiliary organizations), and California Polytechnic State University is not responsible for the organization's or its members’ contracts, acts or omissions.

7. **USE OF CAL POLY’S NAME AND SYMBOLS.**

Cal Poly does not encourage the use of its name as part of the ISO's name, but it will allow such use provided that the ISO takes whatever steps necessary to prevent persons and organizations with which it deals from receiving the impression that the ISO is part of, controlled by or acting on behalf of Cal Poly.
Cal Poly requires that any use of Cal Poly's name as part of the ISO's name will be in the form of "The XYZ ISO at California Polytechnic State University." "The California Polytechnic State University XYZ ISO" is not acceptable and cannot be used.

The ISO shall not use any marks, symbols, logos, mottoes or indicia of Cal Poly without its express prior written consent.

8. **TAXES.**

The ISO shall not use Cal Poly's taxpayer identification number or Cal Poly's tax-exempt status in connection with purchases or sales by the ISO, gifts to the ISO, interest or other income of the ISO or any other activity of the ISO. Cal Poly is not responsible for any tax liability incurred by the ISO or its members.

9. **LIABILITY, INSURANCE AND DEFENSE.**

   A. **Liability.** The ISO understands and agrees that the State of California, the Trustees of the California State University, California Polytechnic State University, San Luis Obispo (“University”), any University auxiliary organization, their directors, officers, employees, representatives, agents and volunteers, will not be liable for any of the ISO's contracts, torts, or other acts or omissions, or those by any ISO's director, officer, member, staff or activity participant.

   The ISO understands and agrees that neither it nor its directors, officers, members, staff, or activity participants are protected by Cal Poly’s self-insurance programs in which Cal Poly participates and/or purchased insurance coverage, and that Cal Poly will not provide any legal defense for the ISO, its directors, officers, members, staff or activity participants, in the event of any claim against any of them.

   B. **Insurance.**

   **Check One:**

   ✓ University requires the ISO to maintain insurance in accordance with the requirements set forth in Attachment A. The ISO understands that University may require additional insurance in its sole discretion at any time.

   -OR-

   □ University may require the ISO to maintain insurance satisfactory to Cal Poly depending on Cal Poly’s assessment of the ISO’s risk in Cal Poly’s sole discretion. See Attachment A for a sampling of insurance
coverage’s University may require ISO to maintain at any time.

The ISO is advised to consider the purchase of liability insurance to cover the ISO, its directors, officers, and members, with respect to claims by members, participants, spectators, or others resulting from the ISO’s acts or omissions. Such insurance may include:

Commercial General Liability for claims of injuries and/or property damage to others related to activities of the organization
Automobile Liability for claims of injuries and/or property damage to others from the ownership and/or use of automobiles
Workers’ Compensation and Employer’s Liability for injuries and illness of employees to comply with statutory requirements

C. **Indemnity.** The ISO shall defend, indemnify, hold harmless and protect the State of California, the Trustees of the California State University, California Polytechnic State University, San Luis Obispo (collectively the “University”), University’s auxiliaries, and the agents, employees, directors, officers, representatives, students and volunteers of each of them, from and against any and all costs, damage, expense, liability, loss (including without limitation to costs and fees of litigation) to the extent arising out of or in connection with the ISO’s (including any agent or anyone directly and/or indirectly employed by the ISO for whose acts any of them may be liable) activities, including the use of University facilities authorized through this Agreement, or failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the University and/or a University auxiliary.

10. **USE OF CAL POLY’S FACILITIES.**

Cal Poly will allow the ISO to use Cal Poly’s facilities on an as available basis without a license agreement, subject to the policies and procedures of Cal Poly. The ISO may only use Cal Poly’s facilities when Cal Poly students will be present. The ISO shall pay Cal Poly for any incremental and/or out-of-pocket costs for any services or for use of the facilities. Such use may require the ISO to provide liability insurance specific to the risk of the activity of the ISO on campus naming Cal Poly as an additional insured. Cal Poly reserves the right to deny the use of its facilities to the ISO at any time, and for any reason, in its sole discretion. Further, Cal Poly does not guarantee that Cal Poly’s facilities will be available. Any use of Cal Poly’s facilities by the ISO will be on a temporary short-term basis as determined by Cal Poly in its sole discretion. At no time will there be a permanent assignment of any space on campus to the ISO.

11. **TERMINATION.**

This Agreement may be terminated by Cal Poly at any time, with or without cause, in Cal
Poly’s sole discretion, upon five (5) days’ written notice to the ISO.

12. **COMPLIANCE WITH LAW AND POLICY.**

The ISO shall comply with all applicable federal, state and county laws, ordinances, requirements and regulations. Additionally, the ISO must comply with the policies of the Trustees of the California State University and Cal Poly.

13. **ASSIGNABILITY.**

The ISO may not assign this Agreement or any portion of this Agreement.

14. **AGREEMENT NEITHER CONSTRUED FOR OR AGAINST EITHER PARTY.**

The parties hereto agree that this Agreement in its entirety or portions thereof shall not be construed for or against either party on the basis that one party drafted this Agreement or any portions thereof.

15. **SECTION HEADINGS.**

All articles, paragraph and section headings, titles or captions contained in this Agreement are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

16. **NOTICE.**

Notices under this Agreement shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Cal Poly: Dean of Students Office
California Polytechnic State University.
San Luis Obispo, CA 93407
Attn: Assistant Director, Student Clubs and Organizations
ISO: 

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<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Local Group/Chapter/Colony</td>
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<tr>
<td>Phone Number: ________________________</td>
</tr>
<tr>
<td>Email: ________________________________</td>
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National Body (if applicable)

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<tr>
<th>National Body</th>
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<tbody>
<tr>
<td>Address</td>
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<td>City, State, Zip</td>
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<td>Email</td>
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<td>Phone</td>
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Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting. Nothing herein contained shall preclude the giving of any such written notice by personal service, in which event notice shall be deemed given when actually received.

17. **GOVERNING LAW.**

This Agreement shall be construed in accordance with the laws of the State of California. Should either party institute legal suit or action arising out of this Agreement, it is agreed that the venue of such suit or action shall be in San Luis Obispo County, California.

18. **ENTIRE AGREEMENT/AMENDMENT.**

This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

19. **SEVERABILITY.**

If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by
limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20. **WAIVER.**

The failure of either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

21. **BINDING EFFECT.**

The provisions of this Agreement shall be binding upon the ISO and all parent organizations.

ISO:

By: ________________________________ Date

Print Name: ________________________

Title: ______________________________

National Body (if applicable)

By: ________________________________ Date

Print Name: ________________________

Title: ______________________________

Cal Poly:

By: Assistant Director, Student Clubs and Organizations Date
INSURANCE REQUIREMENTS

The ISO will maintain all necessary Insurance as required herein. The ISO shall provide a Certificate of Insurance upon award of a Recognition Agreement with appropriate endorsements indicating that the required coverage is in effect on an annual basis, or for the duration of the Recognition Agreement. ISO agrees to provide, or cause their insurance carrier to provide, at least 30 days written notice prior to cancellation or modification (10 days advance written notice for non payment) of such liability insurance. In the event the insurance coverage expires at any time or times during the term of the Recognition Agreement, ISO agrees to provide at least 15 days prior to said expiration date, a new certificate of insurance evidences coverage as provided herein for not less than the remainder of the term of the Recognition Agreement, or for a period of not less that one year. New certificates of insurance are subject to the approval of the CSU, and ISO agrees that no activities or use of university facilities shall occur prior to the giving of such approval. In the event the ISO fails to keep in effect at all times insurance coverage as herein provided, the CSU may in addition to any other remedies it may have, terminate this Recognition Agreement upon the occurrence of such event. ISO agrees to waive their right of subrogation against the CSU for any claims.

Insurance to be placed with the California Admitted insurer with current A.M. Best’s rating of no less that A:VII unless otherwise approved by the CSU.

If any Insurance required herein is written on a claims-made form, following the termination of this Agreement, coverage shall survive for a period of not less than three years. Coverage shall provide for a retroactive date of placement coinciding with the Agreement commencement date.

Commercial General Liability Coverage (as broad as ISO occurrence for CG0001) primary insurance coverage against claims for injuries to persons or damages to property and/or damages to property and/or contractual liability which may arise from or in connection with the performance of the work or operations hereunder by or on behalf of the ISO, its agents, representatives or employees in an amount not less than $1,000,000.00 (One million dollars) per occurrence; $2,000,000.00 (Two million dollars) aggregate.

Endorsements shall designate:

The State of California, Trustees of the California State University, California Polytechnic State University San Luis Obispo, and each of their officers, officials, employees, authorized representatives, agents and volunteers, the “CSU”, as additional insured(s).

Endorsements shall state this insurance shall be primary as respects the CSU, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured’s scheduled underlying primary coverage. In either event, any other insurance maintained by the University scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

Business Auto Liability Coverage (as broad as ISO form number CA 0001, code 1 any auto) primary insurance against claims for injuries to persons or damages to property and/or contractual liability which may arise from or in connection with the performance of the work hereunder by the ISO, its agents, representatives or employees covering owned, hired, leased and non-owned automobiles used by or on behalf of the ISO, including coverage for uninsured and underinsured motorists, in an amount not less than $1,000,000.00 (One million dollars) per occurrence.

Endorsement shall designate:

The State of California, Trustees of the California State University, California Polytechnic State University San Luis Obispo, and each of their officers, officials, employees, authorized representatives, agents and volunteers, the “CSU”, as additional insured(s).
Endorsement shall state that this insurance shall be primary as respects the CSU, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured’s schedule underlying primary coverage. In either event, any other insurance maintained by the CSU scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

**Worker’s Compensation and Employer’s Liability Coverage:**

The ISO shall provide the following coverage:

Primary insurance coverage against claims with respect to obligations imposed on the ISO and sub ISOs by State worker’s compensation statues and damages that the ISO becomes legally obligated to pay because of bodily injury by accident or disease to an employee.

Minimum limits: amount proscribed by California law for Worker’s Compensation, $1,000,000 for Employer’s Liability.

Endorsement shall state that the insurer waives their right of subrogation against the University.