Georgia Institute of Technology

Departmental Registered Student Organization

Memorandum of Understanding

This Memorandum of Understanding (the "MOU") is made and entered into by the Georgia Institute of Technology [Department Name] (the "Department") and [name of DRSO], a Departmental Registered Student Organization (the "DRSO"), to memorialize the agreement between the parties regarding advising, property, space, financial resources, and other matters.

This MOU is not a contract and is not legally binding. It serves only as a statement of the agreement between the parties.

- 1. <u>Duration</u>: This MOU is effective beginning at the end of the Spring [YEAR] Semester until the end of the Spring [YEAR] Semester. This MOU will be reviewed annually by the Department and the DRSO leadership to determine whether to renew or amend it. This MOU will remain in effect regardless of change in leadership of the DRSO.
- 2. <u>Superseding Policy</u>: If any term of this MOU conflicts with a previous understanding or requirement, the <u>Registered Student Organizations Policy</u> (the "RSO Policy"), the RSO Policy supersedes.
- 3. Advisor: The Department is required to provide the DRSO with an eligible advisor to help the DRSO create a safe, educational, and productive environment for all involved to support the mission of Georgia Tech. An eligible advisor must be a full-time, exempt employee of Georgia Tech or the Georgia Tech Alumni Association. Additionally, the advisor shall assist the DRSO leaders in completing necessary campus forms and maintenance of the DRSO's records with the Center for Student Engagement.
- 4. <u>Property</u>: Any property to be used by the DRSO, whether managed or owned, by the DRSO or the Department, is described on *Exhibit A*.
- 5. <u>Space Access/Reservation</u>: The DRSO has the privilege of reserving space on campus by following the <u>Campus Space Use Procedures</u>. The DRSO does not own any permanent space on campus.
- 6. <u>Financial Resources</u>: The Student Organization Finance Office (SOFO) in conjunction with the Department, will assist the DRSO with their financial management needs to ensure their on-campus success. SOFO will serve as the DRSO's on-campus bookkeeper by effectively managing collected dues, fundraising, and expenditures as well as travel planning, expenses, and reimbursements. The DRSO may have a custodial and foundation account as set up by SOFO. Any source of money that has historically been available to the DRSO is *not* a guaranteed resource and is subject to change as determined by the Department. In addition to SOFO, the Department can provide other resources as applicable.

- 7. <u>Designation Forfeiture</u>: The relationship between the DRSO and the Department must be continuously maintained and reviewed annually. Failure to do so will cause forfeiture of the DRSO designation and may cause forfeiture of RSO status.
- 8. <u>Use of Name, Symbols, and Marks</u>: The DRSO is an extension of the Department and may use the names, symbols and marks of Georgia Tech, including but not limited to, its DRSO name, according to the terms, guidelines, standards and/or policies set forth by Georgia Tech and/or the Board of Regents of the University System of Georgia. Notwithstanding anything herein, the DRSO is not permitted to use Georgia Tech names, symbols and marks in any manner which state or imply endorsement or sponsorship by Georgia Tech, particularly, in connection with commercial or revenue-generating activities.
- 9. <u>DRSO Contracts</u>: The Department will handle execution of contracts that are determined by the Department to be essential to the DRSO. The DRSO and its officers do not have signature authority to enter into contracts on behalf of the organization or the Institute.
- 10. <u>Good Faith Relationship</u>: The parties will act in good faith to carry out all necessary actions to effectuate this relationship and the terms of this MOU. If the parties wish to terminate this relationship, they may do so on mutually agreeable terms.
- 11. Compliance with Law and Policy: The parties specifically intend to comply with all applicable laws, rules, policies, and regulations. The DRSO is required to comply with all applicable Georgia Tech policies, including, but not limited to, the Registered Student Organizations Policy. Students may be held accountable by Georgia Tech for acts that constitute violations of law or the Student Code of Conduct. Violations of applicable policies will be determined by a Georgia Tech Official. The Department may issue a Cease and Desist of DRSO activity if the DRSO or its members violate applicable Department policies/procedures.
- 12. <u>FERPA Acknowledgment</u>: The parties acknowledge that information (if any) received from Georgia Tech or the Department regarding students may be protected by FERPA. The parties agree to use such information only for the purpose for which it was disclosed and not to make it available to any third party.
- 13. <u>Entire Understanding</u>: This MOU constitutes the entire understanding between the parties with respect to the subject matter herein and the parties agree that this MOU replaces and supersedes any and all prior understandings, promises, and representations, whether written or oral, between the parties with respect to the subject matter herein.
- 14. <u>Recording Keeping</u>: This MOU will be a required component of the annual registration for the DRSO. A copy of the executed MOU shall be provided to an Institute staff member with delegated signature authority, as well as with the Center for Student Engagement.

This Memorandum of Understanding is dated the day of, 20XX
THE GEORGIA INSTITUTE OF TECHNOLOGY [DEPARTMENT NAME]
By: [Department Head]
[DEPARTMENTAL REGISTERED STUDENT ORGANIZATION]
By: President [or other applicable title]

Exhibit A – PROPERTY

- 1. Physical property owned by Georgia Tech and managed by the Department to be used/rented by the DRSO:
- 2. Intangible property owned by Georgia Tech and managed by the Department to be used/rented by the DRSO:
- 3. Physical property owned by the DRSO to be managed by the Department:
- 4. Intangible property owned by the DRSO to be managed by the Department: