

## **The Chapter Contract:**

### **A MEMORANDUM OF UNDERSTANDING (MOU)**

between

**The national office of the Roosevelt Institution**

and

**[University X] Chapter of the Roosevelt Institution**

This contract provides a definition of an Official Roosevelt Chapter and documents the responsibilities of each chapter and the national office. It also serves as a binding legal agreement between the national office of the Roosevelt Institution, which is a subsidiary of the Franklin and Eleanor Roosevelt Institute, hereinafter called “national office” and the [University X] Chapter of the Roosevelt Institution, a chapter on the campus of [University X] hereinafter called “[University X] Chapter” or “Chapter.”

#### **Introductory Sections**

##### **I. Purpose and Scope**

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the [University X] Chapter becoming an officially recognized and established chapter of the Roosevelt Institution.

In particular, this MOU is intended to:

- Define the parameters under which a student group gains and loses official chapter status, and the rights and responsibilities that such status brings with it
  - Define and document the roles and responsibilities of the national office in regard to supporting chapters;
  - Define and document the roles and responsibilities of the [University X] Chapter in general and especially in regard to reporting on their activities to the national office;
  - Define and document the legal guidelines imposed by 501(c)(3) law on the Roosevelt Institution as a whole, and the financial guidelines imposed internally for tax purposes.

##### **II. Definition: Official Roosevelt Chapter**

1. In order to be recognized as an Official Roosevelt Chapter (ORC), a group of students on a particular campus must meet the following requirements:

- a. The group must be officially recognized by their university as a student group, and must supply proof of this recognition to the national office through the appropriate regional coordinator.
    - i. This proof should include a copy of the group's constitution.
  - b. The group must have a minimum of 10 students registered on the Roosevelt Institution website to their chapter, with full contact information including name, email address, phone number and mailing address.
    - i. Chapters may seek to bypass either of these regulations under extenuating circumstances. The staff of the national office will have final say on such questions.
2. These registration requirements must be met at the beginning of each school year. A chapter will not be certified until these requirements have been met, but chapters may be certified at any time during the school year.
3. Chapters must:
  - a. Have officers who are students in good academic, social and financial standing with their university;
  - b. Be open to all current students, including undergraduate and graduate students.
4. A group of students is only recognized as an ORC once this document has been read and signed by a representative from the chapter, and signed by the Executive Director of the Roosevelt Institution.

### **III. Basic Rights of Official Roosevelt Chapters**

1. Use of website
  - a. All ORC's have access to the Roosevelt Institution website and all of its functional components.
2. Use of trademark
  - a. All ORC's have the right to use the Roosevelt logo and all other trademarks, and to distribute Roosevelt's copyrighted materials, including all publications.
3. Funding and Support
  - a. All ORC's have access to the funding and support services offered by the national office.
4. Representation
  - a. All ORC's have the right to be represented by up to two individuals at the annual chapter meeting of the Roosevelt Institution, and to vote on all relevant matters as detailed in the Official Charter.

*See the "Chapter Promise" below for more information.*

### **The Chapter Contract**

#### **IV. [University X] Chapter Responsibilities under this MOU**

1. The [University X] Chapter will abide by the fundraising practices outlined in the Chapter Fundraising Memo [Appendix A].

2. The [University X] Chapter will abide by the finance practices outlined in the Chapter Finance Memo [Appendix B].
3. The [University X] Chapter will prominently place the name and logo of the Roosevelt Institution at any and all events sponsored or organized by the Chapter.
4. The Chapter will undertake best efforts to keep the Chapter's homepage on the website current and up-to-date.
5. The [University X] Chapter understands that the Roosevelt Institution and the University with which it is affiliated are non-profit organizations whose charter is to undertake activities for the education and good of the general public. The chapter will therefore only partake in activities that are solely for the purposes described below and in accordance with the provision of Code Section 501(c)(3), which requires that Chapter resources be used only for charitable, scientific, literary, or educational purposes, such as developing and disseminating objective policy research.
  - a. The [University X] Chapter will make no endorsements of a political party or candidate of any kind, including local, state, and federal candidates as well as student government candidates on campus.
  - b. The [University X] Chapter will not engage in campaigns on behalf of political candidates, propositions, or ballot initiatives, attempt to influence regulations or executive branch decisions, or attempt to persuade the general public or legislators on voting decisions with respect to legislation on local, state, and federal levels.
  - c. The [University X] Chapter will not coordinate with campaigns or political candidates with respect to researching or forming policy for the purposes of supporting a political campaign or platform.

*See Appendix C: Legal Guidelines for more information.*
6. The [University X] Chapter agrees not to counteract the Roosevelt Institution Statement of Progressive Principles [see Appendix D]. The Editorial Board will make all decisions related to such violations, as outlined in the Charter [Appendix E].
7. The [University X] Chapter agrees to follow the reporting guidelines as outlined by the national office in the Chapter Coordination Memo [see Appendix F].

## V. **Roosevelt Institution RESPONSIBILITIES UNDER THIS MOU**

1. The Roosevelt Institution agrees to grant the [University X] Chapter a license to use the name, trademarks, and logos of the Roosevelt Institution and affiliated publications for the duration of this contract.
2. The Roosevelt Institution agrees to grant the [University X] Chapter access to the Roosevelt Institution web site and a web page on the website.
3. The Roosevelt Institution assumes no liability for the actions, activities, programs, publications, and contracts of the [University X] Chapter.
4. The Roosevelt Institution's national office will meet the support measures outlined in the Chapter Coordination Memo [see Appendix D].
5. The Roosevelt Institution's national office will provide access to its networks and contacts to the fullest extent possible as fitting with its mission.

6. The Roosevelt Institution's national office will meet all transparency requirements as determined at the annual Hyde Park meeting.
7. The Roosevelt Institution shall abide by the Promise to Chapters, as outlined below.

### **Supplementary Information**

#### **VI. Loss of ORC Status**

1. The [University X] Chapter understands that if any of the above provisions are violated without express written permission from the national office that penalties will be assessed on the Chapter, including but not limited to: temporary or conditional suspension of status as an officially recognized Chapter, suspension of license to use the name, trademarks, website, and logos of the Roosevelt Institution or affiliated publications, and/or permanent revocation of Chapter status and termination of this contract.
2. The following violations will automatically result in "strikes." The accumulation of three strikes by a Chapter in a single school year will mean the automatic revocation of ORC status. The case will go to a chapter committee [see below: Formation and Role of the Chapter Committee], who may choose to reinstate the chapter, suspend chapter status for a year, or permanently ban the group from chapter status.
  - a. Failure to meet reporting guidelines for a full semester: 2 strikes
  - b. Failure to follow financial or fundraising guidelines: 1 strike
  - c. Violation of the Statement of Principles: 1 strike
  - d. Violation of 501(c)(3) law as outlined above: 3 strikes
3. All other actions or infractions deemed inappropriate by a member of the Roosevelt Institution or national staff will be delegated to the committee of chapter representatives to judge.

#### **VII. Formation and Role of the Chapter Committee**

*The Roosevelt Institution must continue to be a student-driven and student-run organization. Students control all policy decisions, and have structured opportunities to communicate their administrative desires to the board of directors and the students. It is important for members, but also for the staff and board, that students have a representative body during the school year that can communicate priorities and concerns of the chapters. In the past, the Student Oversight Committee was supposed to play this role. However, for a variety of reasons, the SOC was not an effective group. This year, we will have a trial period with a Chapter Committee. If effective, we will move to amend the bylaws next year to create a permanent body.*

1. The Chapter Committee will be composed of representatives of up to 15 Roosevelt chapters chosen in its first year according to longevity and participation. [In the future, the chapters represented will be chosen randomly from among ORC's.]
  - a. These representatives will be the chapter presidents unless otherwise designed by the chapters themselves.
2. The Chapter Committee will meet by conference call four times during the school year, with the meetings held in October, December, March, and May.

3. The Chapter Committee may choose to elect an officer at their first meeting, though it does not have to.
4. The Chapter Committee will provide feedback in a structured forum to the board and staff on the performance of the staff and the concerns of students and chapters.
5. The membership of the committee, the dates of these meetings, and the agenda items, will be made public to all chapter members so that any ORC can provide additional feedback and voice concerns.
6. The Chapter Committee will, among other responsibilities, officially rule on the revocation of ORC statuses.

#### ***VIII. The Roosevelt Institution Promise to Chapters***

- The Roosevelt Institution shall offer national policy opportunities for chapters through such mechanisms as the challenges, but shall maintain the stance that Chapters are free to set their own policy priorities. These include, but are not limited to, questions of what policy centers to establish, what topics to research, what organizations, elected officials, and audiences to work with.
- The Roosevelt Institution shall put forward suggested structures for how chapters should be organized, but shall recognize that each campus holds its own challenges and opportunities. Chapters ultimately therefore determine their own administrative structures, including, but not limited to, questions of who directs the chapter, how to divide the chapter's administrative responsibilities, or how to disburse the chapter's funds.
- The Roosevelt Institution shall be committed to gender parity within the organization and a balance of representation between administrative and policy functions. Nevertheless, chapters choose the procedure by which they select those representatives.
- Each chapter will have an appointed staff person at the Roosevelt Institution who is responsible for providing resources and direct support to the chapter, including, but not limited to, presence at multi-chapter meetings or conference calls, training to chapter leaders, connecting chapters with individuals and organizations, facilitating cooperation between chapters, and generally providing institutional memory for successive generations of student leaders.
- The Roosevelt Institution national organization shall be committed to being neutral between various chapters in its decisions over what work to promote beyond the chapters. Decisions will be based on the quality of the work, not on the school from which it originates.
- Any boards or committees of the Roosevelt Institution shall have a diversity of schools represented. For openings on boards or committees, priority will be given to students from schools that have not been previously represented on that board or committee.
- The Roosevelt Institution shall be committed to providing regular opportunities for student participation and leadership development, through internships, membership on boards and committees, fellowships with the Roosevelt Institution and with other organizations, regular policy and leadership conferences, opportunities to present student work, and promoting students through the Roosevelt website and through outside media.
- The Roosevelt Institution is committed to providing opportunities for students at different chapters to communicate, interact, and collaborate.

- The Roosevelt Institution is committed to putting together conferences both for promoting student policy work and for building a community of students across geographic space.  
The Roosevelt Institution affirms that it is a student organization. The Roosevelt Institution exists to enable the chapters to be effective, and to create opportunities for our fellows. The Roosevelt Institution will succeed if its chapters succeed, and will fail if they fail.

#### **VIII. It is Mutually Understood and Agreed by and between the Parties that:**

1. Modifications of this Agreement may be made with the written consent of both parties.
2. If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute in mutual good faith. If it proves impossible to arrive at a mutually satisfactory conclusion, the parties agree try to resolve the dispute with the help of independent arbitration on the part of the student oversight committee. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.
3. Applicable law. This Agreement will be governed by the laws of the State of New York.
4. Termination. This Agreement may be terminated only with the written consent of both parties unless one of the above provisions is violated

#### **IX. Effective Date and Signature**

This MOU shall be effective upon the signature of both parties' authorized officials. It shall be in force from the date of signing until one year from that date.

Roosevelt Institution and [University X] Chapter indicate agreement with this MOU by their signatures.

Nate Loewentheil  
Executive Director  
Roosevelt Institution

Signee  
President  
[University X] Chapter

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Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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Date