

Relationship with the University

As a recognized student organization, your group is entitled to all of the rights and privileges accompanying such recognition like the right to use of the university name, logo, symbols, and to request NSGA funding. With this privilege also comes responsibility. There is a fine balance within the relationship between your group and the university you must keep in mind.

On the one hand, your conduct and decisions reflect on the university so it is important that you conduct yourselves and your affairs in an appropriate manner. On the other hand, you should not be representing to third parties in contract formations or other business dealings that you are representing the university. You are a student group recognized by NSU but you are not an employee or a designated representative to enter into binding agreements on behalf of the university. Again, it is a fine line in the balance of responsibilities. So, when you are involved with third parties and vendors while using the NSU name, the recommendation to avoid this possible misconception as to your group's authority to act in a contract setting (either with direct or apparent authority) is to say:

Organization Name is a recognized student organization of the university and does not represent the university. The organization cannot contractually obligate the university. As a (member/officer) of organization name, I enter into this (Contract/Agreement) on behalf of organization in my role as President/Treasurer/etc.

Including language like this, both orally and in writing, helps avoid any possible links between your activity and the university. Again, your ability to use the university name, logo, etc. does not make you a representative of the university. It merely allows you to use some of the privileges of being a recognized student group at NSU.

Although you may be reading this and thinking that disclaimer language such as this is unnecessary, you would be surprised at the misconceptions of outside vendors when you mention that you are a NSU student group. If you leave it at that or add on things that make it seem that the university is behind you in making your agreement or contract, then the vendor or third party might believe that the university will take responsibility if the student group fails in its obligation. This is something that should not and cannot happen. Given the autonomy of student leadership, you must be willing to take responsibility for your decisions as they apply to yourself and your group.

Therefore, make sure you include language in your contract as mentioned above so that it is clear to others that your ability to enter into the agreement or contract is a function of your role as a leader in your group and not as a representative of Northeastern State University.