



Information Packet for Students to Form a Sideline Cancer Club/Chapter

Cathy Griffith, President of Griffith Family Foundation
(814)-937-1082

cathy@griffithfamilyfoundation.org

Mail completed forms to:

Cathy Griffith
P.O. Box 28
Hollidaysburg, PA 16648



Introduction

This packet will guide you through a process of forming a new student organization with the Griffith Family Foundation/Sideline Cancer Campaign. Forming a group can be a challenge, but it is a very rewarding process. To ensure success, the Griffith Family Foundation has designed a process that will help your group form a solid foundation so that your organization can succeed and provide valuable experiences for your fellow students.

There are many positive benefits associated with being a recognized group at school/university, including use of the Sideline Cancer logo and guidance in your fundraising activities.

There are necessary requirements to become a recognized student organization with GFF/Sideline Cancer. They are as follows:

- Create a constitution (see sample constitution in this packet)
- Recruit a minimum of ten members
- Secure a faculty or staff advisor
- Complete an Officer Report Form (included in this packet)
- Complete an Advisor Approval Form (included in this packet)
- Complete all school / university requirements for forming a new club/chapter

Once the group returns these materials to the Griffith Family Foundation, they will be reviewed and the group will be notified once the materials are reviewed. A student organization wishing to form can be denied recognition status for the following reasons:

- The purpose, mission, and/or activities violate federal, state, and/or local laws
- The purpose, mission, and/or activities violate Griffith Family Foundation policies and procedures

Should you have any questions or need any assistance throughout this process, please contact our office.



Organization Officer Report Form

Recognized Student Organization: _____ Date: _____

Level of Organization (Circle one): High School University

	<u>Name (Please Print)</u>	<u>E-mail</u>	<u>Local Phone</u>
<u>President</u>	_____	_____	_____
<u>Vice-President</u>	_____	_____	_____
<u>Secretary</u>	_____	_____	_____
<u>Treasurer</u>	_____	_____	_____
<u>Advisor</u>	_____	_____	_____

Signature of President

Date

Signature of Advisor



Student Organization Advisor Approval Form

Date: _____

Advisor Information

Name:

Address:

Phone Number:

Email:

Student Organization (to advise):

Required Signatures (for approval):

Advisor

Date

Advisor's Supervisor

Date



Sideline Cancer Constitution (Example)

Sideline Cancer

Date of origin:

I. Purpose

- a. Sideline Cancer is a registered trademark of the Griffith Family Foundation whose mission is to fund a cure for pancreatic cancer; to offer hope for those in need; to connect patients, families, and communities; and to raise awareness of the necessity for a new direction of innovative research and treatment plans.
- b. To continue the vision inspired by Greg and Cathy Griffith
- c. To raise awareness and advocacy of cancer by hosting and supporting cancer related events or activities
- d. To create a fund to distribute to members of partnering clubs, sports teams, or other organizations
- e. To conduct chapter meetings with all chapter membership
- f. To plan and execute one fundraiser and one large scale service project in addition to various awareness events throughout the school year

II. Membership

- a. At all times, the majority (50%+1) of all active members shall be full-time, officially registered undergraduate students at University Park.
- b. The membership shall be divided into active and associate members.
 - i. Only currently registered students are eligible for active membership. Only active members may hold office, vote, preside, officiate, or solicit funds on behalf of the organization.
 - ii. All others interested in furthering the purpose of the Sample Organization, including but not limited to faculty, staff, and community members, shall be associate members.
- c. The Undergraduate organization shall have at least 10 active student members at all times.
- d. The club reserves the right to expel a member who is not following the policies of the organization with a super majority vote of attending members - quorum is 75% of active members.
- e. In the case of violations of constitutional policies and/or a conflict between members within the organization, the highest-ranking officer that is not involved in the conflict, with the assistance of the advisor, will facilitate an informal mediation procedure.

- i. The mediator shall:
 - 1. Arrange for a mediation meeting outside of the regular organization business meeting
 - 2. Explain their role as the impartial party and the objectives of the mediation
 - 3. Set the ground rules
 - 4. Allow each party to express their views by allowing the conversation to go where the parties wish it to go
 - 5. Collect any available resources that might assist in the resolution (financial documents, emails, photos, etc.)
 - 6. As a third party, do not suggest resolutions but rather leave the responsibility for the resolution with the parties involved
 - 7. Facilitate goal setting to reach a win-win resolution
- f. New Membership and Recruitment
 - i. Any and all new members will be given full disclosure during recruitment, including but not limited to the disclosure of the following:
 - 1. New Membership Manual (if applicable)
 - 2. Schedule of New Member Events and Activities (if applicable)
 - 3. A list of responsibilities
 - 4. A copy of the University Hazing policy, prescribed by Policy and Rules for Student Organizations. This document is available upon request by the Office of Student Activities.
 - ii. All members, including but not limited to new members and recruits, reserve the right to refrain from participating in any activities without consequence, based upon personal/religious beliefs, personal values, or moral reserve as defined by the member.
 - iii. Any and all interaction/activity between members and/or new members will be limited to guidelines stated by university policy, as well as local, state, and federal laws.

III. Officers

- a. Undergraduate candidates must be full-time or part-time, officially registered active student members to be selected as officers at the time of the appointment or election. Officers may change from full-time to part-time, or vice versa, after becoming an officer. Student organizations may establish and apply additional eligibility criteria for appointed or elected leaders/officers, but should first seek approval from the Office of Student Activities.
- b. Offices
 - i. The President is the spokesperson for the organization. The President presides at all meetings.
 - ii. The Vice-President shall serve as President when the President is unable to do so.

- iii. The Treasurer shall be charged with handling all organizational finances.
- iv. The Secretary shall be charged with recording meeting minutes and corresponding with members about meetings and events.
- v. The Web Team Coordinator shall be charged with maintaining the organization's online presence.
- c. Filling unexpired vacancies:
 - i. Nominations are taken at the meeting following the vacancy. Elections also occur at this meeting.
 - ii. If a majority (50%+1) is not obtained by any of the candidates, the candidate receiving the lowest number of votes is eliminated, and the active members shall vote again.
 - iii. When nominations are being taken to fulfill unexpired terms, any member of the organization may nominate another member of the organization by simply raising his/her hand and indicating such when recognized.

IV. Meetings

- a. Sideline Cancer will meet at least four times per semester.
- b. Adequate advance notice must be given to all active members.
- c. Members shall be notified of all meetings by e-mail.
- d. The President with the consent of the Vice President may change meeting frequency.
- e. The President may call special meeting should he/she see fit.

V. Voting

- a. Only active members may vote.
- b. Quorum for all voting shall be thirty-three percent (33%) of the active membership.
- c. A simple majority (50%+1) shall be necessary for all voting. This majority shall be derived from the active members present.

VI. Finances

- a. All organizational funds are to be deposited and handled exclusively through the Associated Student Activities (ASA) in 240 HUB.
- b. This organization will not have an off-campus account(s).
- c. This organization shall collect dues that will not be excessive.
- d. The Treasurer, with the consent of the President, will determine dues.
- e. Dues shall be collected semi-annually.
- f. The Officers of Sideline Cancer may spend up to \$50 of the organization's funds without the approval of the general membership.
- g. Half of the money made from fundraising will go to the Griffith Family Foundation and the other half will be given to partnering clubs, sports teams, or other organizations. If no partnering organizations are present, 50% of the money made from fundraising will go to the Sideline Cancer Club Chapter.

VII. Elections

- a. Nominations and elections shall take place during the second to last meeting of the spring semester.



Organization Officer Report Form

Recognized Student Organization: _____ Date: _____

Level of Organization (Circle one): High School University

	<u>Name</u> (Please Print)	<u>E-mail</u>	<u>Local Phone</u>
<u>President</u>	_____	_____	_____
<u>Vice-President</u>	_____	_____	_____
<u>Secretary</u>	_____	_____	_____
<u>Treasurer</u>	_____	_____	_____
<u>Advisor</u>	_____	_____	_____

Signature of President Date Signature of Advisor



Student Organization Advisor Approval Form

Date: _____

Advisor Information

Name: _____

Address: _____

Phone Number: _____

Email: _____

Student Organization (to advise): _____

Required Signatures (for approval):

Advisor

Date

Advisor's Supervisor

Date

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (hereinafter the "Agreement") is made this ____ day of _____, 20__, by and between the Greg & Cathy Griffith Family Foundation ("Licensor"), 309 Allegheny Street, Suite 5, Hollidaysburg, PA 16448 and _____ ("Licensee"), whose address is: _____.

WHEREAS, Licensor provides charitable fundraising services to support pancreatic cancer research (the "Services") using the trademarks depicted on the attached Exhibit "A" (the "Trademarks"), and has adopted and is using the Trademarks throughout the United States; and

WHEREAS, Licensee is desirous of using the Trademarks solely in connection with its promotion and/or support of Licensor's Services and in connection with the event(s) listed on the attached Exhibit "B" (the "Use"); and

WHEREAS, Licensor is willing to license the Trademarks to Licensee for this limited Use, provided that all proceeds from the Use be donated to Licensor;

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the parties agree as follows:

1. License. Licensor grants to Licensee the non-exclusive right to use the Trademarks during the term of this Agreement, provided that Licensee may use the Trademarks only for the Use, under the direction of Licensor and that all proceeds from the Use be donated to Licensor to support the Services.

2. Quality of Services. Licensee shall use the Trademarks only for the Use connected with the Services in accordance with any standards furnished by Licensee by Licensor. The quality of the Services must always be satisfactory to Licensor.

3. Inspection. Licensee shall permit Licensor to inspect the premises of Licensee at all reasonable times, for the purpose of determining compliance with Paragraphs 1 and 2.

4. Use of Trademarks. Licensee shall provide Licensor with samples of all literature, brochures, signs and advertising materials prepared by Licensee using the Trademarks, and Licensee shall obtain the approval of Licensor with respect to all such literature, brochures, signs and advertising materials bearing the Trademarks prior to use. Licensee shall only be permitted to use the Trademarks as depicted on Exhibit "A" and cannot alter or modify the Trademarks in any manner.

5. Extent of License. The right granted in Paragraph 1 shall not be transferable without Licensor's prior written consent. Licensee shall not grant any sublicenses, except by prior written consent of the Licensor. Licensee agrees to actively assist Licensor in terminating

any infringement of the Trademarks by any third parties and to promptly notify Licensor of any infringing use by third parties.

6. Termination.

(a) The Agreement shall terminate on _____, 20__ unless terminated earlier as provided in this Agreement.

(b) Notwithstanding anything in this Agreement to the contrary, the parties may terminate this Agreement upon any material breach by the other of any of its obligations under this Agreement. Termination shall be accomplished by sending the breaching party a notice of termination that shall state the nature of the breach. Termination will be effective five (5) days following its date unless the breach shall have been cured during such five (5) day period or such longer period as shall be mutually agreed to by the parties.

(c) Licensor may terminate this Agreement at any time Licensor deems, in its sole discretion, that Licensee is not maintaining the quality standards described in Paragraph 2.

(d) Licensor may also terminate this Agreement for any reason with ten (10) days advance written notice to Licensee.

7. Ownership of Trademarks. Licensee acknowledges the validity of Licensor's exclusive right, title, interest and ownership in and to the Trademarks, and will not do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title, interest or ownership. Licensee also acknowledges the value of the Licensor's goodwill in the Trademarks, and acknowledges that the goodwill generated by the Licensee through use of the Trademarks inures to the benefit of the Licensor. Upon termination of this Agreement in any manner, Licensee will cease and desist from all use of the Trademarks in any way. Further, Licensee will not, at any time, adopt or use, without the Licensor's prior written consent, any word or mark which is similar to or confusing with the Trademarks.

8. Indemnity. Licensor assumes no liability to Licensee or to third parties with respect to the characteristics, safety or consumption of the products or services rendered by the Licensee while using the Trademarks, and Licensee shall indemnify Licensor, its officers, directors, employees and agents against all losses, claims and attorneys' fees in connection with claims of third parties against Licensor involving the sale of Licensee's products or services using the Trademarks. Licensee shall pay all costs, damages and attorneys' fees awarded against Licensor in any such action which is attributable to such claim.

9. Notices. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if mailed by certified mail, return receipt requested, addressed to the addresses listed above or any other address as may be furnished in writing to the notifying party.

10. Miscellaneous. This Agreement and the rights of the parties shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

No modification of this Agreement shall be binding unless it is in writing and signed by an authorized representative of the party against whom enforcement of the modification is sought. This Agreement is the complete and exclusive statement of Licensor's obligations and responsibilities to Licensee and supersedes any and all other proposal, representation, or other communication by or on behalf of Licensor relating to the subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date set forth above.

Licensor:

Licensee:

GREG & CATHY GRIFFITH
FAMILY FOUNDATION

By: _____
Printed Name:

By: _____
Printed Name:

Title: _____

Title: _____

EXHIBIT "A"
TRADEMARKS

<u>MARK</u>	<u>REGISTRATION NO./ SERIAL NO.</u>	<u>REGISTRATION DATE</u>
SIDELINE CANCER	4,456,575	December 24, 2013

**SIDELINE
CANCER**
