



# DELTA UPSILON

## INTERNATIONAL FRATERNITY

### DELTA UPSILON CLAIM & DISPUTE RESOLUTION PLAN

#### 1. PURPOSE

The Delta Upsilon Claim and Dispute Resolution Plan is designed to provide the efficient, speedy, fair, and cost-effective resolution of any disputes between the Delta Upsilon International Fraternity, the Delta Upsilon Educational Foundation, and any of its members related to or arising out of the membership relationship or participation in Fraternity activities. This includes, but is not limited to, any legal disputes which any present or former Delta Upsilon Fraternity member may assert against the Fraternity, its university or college affiliated chapters, or any of the officers, directors, present and former members, pledges, or associate members of the Fraternity. The intention of the Plan is to create an exclusive procedural mechanism for the resolution of disputes. It does not reduce or enlarge substantive rights available under existing law.

#### 2. DEFINITIONS

- A. “Arbitration” means any federal or state recognized arbitration procedure or any similar local group of arbitrators selected to resolve disputes under the Plan.
- B. “Sponsor” means Delta Upsilon International Fraternity, Inc., Delta Upsilon Educational Foundation, Inc., and any parent, subsidiary, or affiliated organizations, as well as college, university, and affiliated chapter organizations across the United States.
- C. “Act” means the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, as amended from time to time.
- D. “Fraternity” means Delta Upsilon International Fraternity, Inc., Delta Upsilon Educational Foundation, Inc., all local, college, and university affiliated Delta Upsilon chapters across the United States, all Delta Upsilon chapter housing corporations and alumni associations, every student chapter of Delta Upsilon, as well as all of any of these organizations’ officers, directors, members, and agents.
- E. “Claim” means any legal or equitable claim, demand, or controversy for any injury, equitable relief or damage arising out of any wrongdoing, statute, or contract breach involving the Fraternity. This includes, but is not limited to, any allegation of negligence, intentional act, hazing, defamation, libel, slander, discrimination, or any type of wrongdoing whatsoever.
- F. “Dispute” means a claim, demand, or controversy to which this Plan applies between the persons bound by this Plan and any person or anyone otherwise entitled to the benefits of this Plan.
- G. “Member” means any initiated member, new member, pledge, associate member, new initiate, existing member, alumnus, or former member of Delta Upsilon Fraternity.
- H. “Plan” means this Delta Upsilon Claim and Dispute Resolution Plan, as amended from time to time.

#### 3. APPLICATION AND COVERAGE

- A. Until revoked by the Fraternity, this Plan applies to and binds the Fraternity and each member on or after the Effective Date of this Plan, as well as the heirs, beneficiaries, and assignees of any such person. All such persons shall be deemed parties to this Plan.

- B. Except as expressly provided for, this Plan applies to any legal or equitable claim, dispute, demand, or controversy, in tort or contract, under any local, state, or federal statute, or any allegation of violation of any legal obligation or duty, between the persons bound by this Plan, or between a person bound by the Plan or any person or entity entitled to its benefits, which relates to, arises from, concerns or involves in any way any Claim or Dispute as defined herein arising out of or involving the Fraternity or any Fraternity activity.
- C. This Plan does not apply to claims for workers' compensation benefits or unemployment compensation benefits.

#### **4. RESOLUTION OF DISPUTES**

All disputes not otherwise settled by the parties shall be finally and conclusively resolved under this Plan.

#### **5. AMENDMENT**

This Plan may be amended by the Fraternity at any time, but no amendment shall apply to a dispute which is the subject of a pending Arbitration at the time of any such amendment.

#### **6. APPLICABLE LAW**

- A. The Federal Arbitration Act shall apply to this Plan and any proceedings under this Plan, including any actions to compel, enforce arbitration, confirm or vacate arbitration proceedings and awards, and any other action in reference to Arbitration under the Plan.
- B. Other than as provided herein, the substantive legal rights, remedies, and defenses of all parties are preserved in any Arbitration, and the arbitrator shall have the authority to determine and implement the applicable law and order any and all relief, legal or equitable, including damages, which a party could obtain from a court or competent jurisdiction from which the Claim or Dispute arose.

#### **7. EXCLUSIVE REMEDY**

Proceedings under this Plan shall be the exclusive, final, and binding method by which any and all disputes, claims, and controversies are resolved. As such, the institution of Arbitration proceedings under this Plan shall be a condition precedent to the initiation of any legal action against the Fraternity arising out of membership or participation in the Fraternity activities by a member, and any such legal action shall be limited to those under the Act. In the event any person bound by this Plan initiates legal proceedings, such member consents to the initiation of a motion to compel Arbitration or similar filing in the state of Indiana on behalf of the Fraternity.

#### **8. EFFECTIVE DATE**

The Effective Date of this Plan is April 4, 2014. Amended August 1, 2014.

#### **9. SEVERABILITY**

The terms of this Plan are severable, that is, the invalidity or unenforceability of any provision shall not affect the application of any other provisions. Whenever possible, any invalid provision of the Plan will be reformed and enforced.

#### **10. CONSENT AND ASSENT**

By affiliating with Delta Upsilon Fraternity, either through pledgship, membership, associate membership, or otherwise becoming a new member or continuing membership after the Effective Date, all persons covered by this Plan agree to and consent to be bound by both this Plan during their membership and after termination of their membership.