

Agreement to Share Vetting Information

This section must be completed by the Bishop of the Catholic Diocese of Limerick

This agreement regarding Garda vetting and sharing of disclosures is between:

(A) The Catholic Diocese of Limerick

And _____

(B) Name of the Religious Congregation

This agreement sets out the arrangements for obtaining Garda vetting disclosures and the sharing of information obtained through a vetting disclosure, to determine the suitability of and to permit members of the Religious Congregation _____ to minister in the Catholic Diocese of Limerick.

Section 12.3(A) allows for such sharing of information as follows: *Where 2 or more relevant organisations jointly agree in writing to the employment, contracting, permitting or placement of a person to undertake relevant work or activities, it shall be a defence in any proceedings brought against a person for an offence under subsection (2) to show that another relevant organisation who was party to the agreement received a vetting disclosure in respect of the employment, contract, permission or placement of the person concerned. National Vetting Bureau (Children and Vulnerable Persons) Acts 2012 to 2016.*

If a person is vetted by the Religious Congregation _____ and he/she and the Religious Congregation _____ wishes for this person to be permitted to minister in the Catholic Diocese of Limerick, then the following procedure will apply.

1. In order to obtain his/her original vetting by the Religious Congregation _____ the person will have given their consent for the Vetting to be undertaken. In addition to that Garda vetting consent requirement, the person will now need to fill out the consent form attached which permits the sharing of a copy of the individual's vetting disclosure between the Religious Congregation _____ and Catholic Diocese of Limerick. Responsibility for getting this additional consent and keeping a record of it will remain with the Religious Congregation _____ and by forwarding a copy of the disclosure to the Diocese of Limerick, the Religious Congregation _____ warrants and confirms that it has received such consent.
2. the Religious Congregation _____ shall ensure that the copy of the vetting disclosure given to the Catholic Diocese of Limerick is the most up-to-date vetting disclosure of the individual concerned and is an exact copy of the disclosure received from the National Garda Vetting Bureau relating to the individual concerned.
3. Upon receipt of a copy of vetting disclosure, the Catholic Diocese of Limerick reserves the right to refuse to permit the person to minister within the Catholic Diocese of Limerick.
4. Only vetting disclosures dated subsequent to April 2016 satisfy the terms and spirit of this Agreement.
5. The conduct of the vetting process and the processing by both parties of the results of the vetting and verification processes shall be undertaken at all times in accordance with the requirements of the National Vetting Bureau legislation, Data Protection legislation and the Garda Vetting Bureau Code of Practice.
6. Without prejudice to the generality of paragraph 5 above, the parties agree that:-
 - a. They shall jointly decide on the method which is to be used by the Religious Congregation to send the copy disclosure to the Diocese of Limerick. In deciding what method to use, the parties will take their obligations under data protection legislation to ensure the confidentiality and accuracy of the information into account.
 - b. They shall ensure that the copy disclosure is used fairly and lawfully by the Diocese and by the Religious Congregation _____ respectively. Both parties shall ensure that they have legitimate grounds for processing the data contained in the disclosure under data protection legislation.

- c. They shall ensure that they each have in place appropriate technical and organisational measures to protect the confidentiality of the copy disclosure and, in the case of the Religious Congregation, the consent in the form attached, in accordance with data protection legislation.
 - d. The Diocese of Limerick shall hold the copy vetting disclosure and any associated documentation only for so long as is necessary for the fulfilment of the purpose for which it obtains it i.e. determining the suitability of an individual to minister in the Diocese and to permit an individual to minister in the Diocese. The period of retention shall be determined by the Diocese of Limerick with reference to its safeguarding and other legal obligations.
 - e. Any data to be deleted or disposed of under this Agreement shall be deleted or disposed of using secure and confidential methods.
 - f. They shall assist one another in complying with their respective obligations and the rights of data subjects under data protection legislation and shall maintain records of all data subject requests received.
 - g. In the event of a personal data breach, where a report of the breach to either the Data Protection Commission or to the affected data subjects is required under data protection legislation, each Party shall comply with its obligations to make such a report. Where appropriate, each Party shall inform the other Party of any such breach without delay, irrespective of whether it is required to be reported to the Data Protection Commission or to data subjects.
7. The Diocese of Limerick reserves the right to withdraw from this Agreement if the rights and entitlements of vetting subjects are breached or due to breach of vetting procedures or malpractice. In those circumstances, the Diocese of Limerick shall be entitled to retain such documentation as it has received prior to the termination of the Agreement, where the retention of the documentation is required pursuant to data protection legislation, safeguarding requirements or other legal obligations.
 8. This Agreement shall be governed by and construed in accordance with the laws of Ireland. Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement, shall fall within the jurisdiction of the courts of Ireland.
 9. This Agreement contains the entire agreement between the Parties with respect to this subject matter and may not be modified except by a further agreement in writing signed by the duly authorised representatives of both parties.

Signature: _____

Date: _____

✘ Brendan Leahy
Bishop of Limerick

Signature: _____

Date: _____

Authorised Person on behalf of the Religious Congregation

Agreement to Share Vetting Information Consent Form

This section must be completed by each member of the Religious Congregation _____
and a copy provided to the Diocese of Limerick

I _____ (*insert name*) give my consent for my Garda Disclosure to be shared with the Diocese of Limerick to enable me to carry out relevant work relating to children and vulnerable adults as defined in the National Vetting Bureau (Children and Vulnerable Persons) Acts 2012 to 2016.

I understand that and I give my consent to a copy of my vetting disclosure including any adverse outcomes being shared with the Catholic Diocese of Limerick in order that the Diocese of Limerick may determine my suitability to engage in ministry within the Diocese without the need to conduct an additional vetting process.

I also agree to the Diocese of Limerick retaining a copy of the vetting disclosure for as long as is necessary in accordance with safeguarding and other legal obligations. I acknowledge that this may be for a significant period of time.

Signature of applicant

Date

Witness by authorised person from the Religious Congregation

Date