

# **Agreement to provide Vetting facility by the Diocese of Limerick to Affiliate Organisations.**

## Agreement Overview

This Agreement is for the purpose of accessing Garda vetting as provided by the National Vetting Bureau (NVB) of An Garda Síochána under the National Vetting Bureau (Children and Vulnerable Persons) Acts 2012 to 2016 (“the Act”), via the Catholic Diocese of Limerick, “ a Relevant Organisation” within the meaning of the Act.

The Agreement is between the Catholic Diocese of Limerick and \_\_\_\_\_

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an “Affiliate” within the meaning of the Legislation.

This Agreement remains valid unless superseded by a revised agreement, or either party terminates the agreement. This Agreement supersedes previous agreements.

### **1. Purpose of the Agreement**

The purpose of this Agreement is to set out all the required elements to ensure that the Catholic Diocese of Limerick provides access to Garda Vetting by the Service User in accordance with the Legislation.

The objectives of this Agreement are to:

- Specify the respective roles and/or responsibilities of each party to the agreement.

### **2. Scope of Service**

The Catholic Diocese of Limerick will, in the ongoing support of this Agreement:

- Provide access to the Vetting application system of the NVB, in accordance with the legislation
- Manage applications between the NVB and the Affiliate
- Relay the results of vetting applications to the Affiliate as they are received

The Catholic Diocese of Limerick must be satisfied that all applications for vetting are being made for bona-fide reasons of employment or engagement in relevant work or activities. The Catholic Diocese of Limerick reserves the right to withdraw this service if the conditions of this agreement are breached, or if an Affiliates actions or practices represent an unacceptable risk to the Catholic Diocese of Limerick, its partners, or the NVB.

### **3. Affiliates Requirements**

The Affiliates responsibilities in support of this Agreement are to:

- Operate vetting for relevant work/activities in accordance with the requirements of the Act
- Designate a contact person to manage the Affiliates vetting requirements
- Validate and retain proof of identity and current address for all applicants, in accordance with the Legislation.
- Ensure all of the required information is presented legibly to enable the Diocese to process vetting applications.
- Treat personal information in strict confidence and in accordance with Data Protection law and the requirements of the Vetting Act.

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## 4. Catholic Diocese of Limerick responsibilities

The Diocese responsibilities as the Service Provider under this Agreement are to:

- Ensure the service is accessed in accordance with the requirements of the Act and the NVB
- Allow the Affiliate reasonable and efficient access to the service
- Document the operational requirements of the system for the Affiliate
- Communicate any changes to the procedures to the Affiliate in good time

**THIS AGREEMENT** made this                      day of                      2022

### **BETWEEN:**

The Catholic Diocese of Limerick (**'the Registered Organisation'**)

And

***[Insert name and address of school/ organisation]***

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### **IT IS AGREED AS FOLLOWS:**

#### **5. Definitions**

In this Agreement the following words and phrases shall have the following meanings:

- a. "the Affiliate" means the school/ organisation that is using the services of the Registered Organisation, Catholic Diocese of Limerick, to obtain a vetting disclosure for its employees/volunteers and/or prospective employees/volunteers
- b. "the Bureau" means the National Vetting Bureau which is responsible for issuing vetting disclosures under the Vetting Act
- c. "the Data Protection Act" means the Data Protection Acts 1988 and 2003 and any future legislation that might be enacted in respect of data protection
- d. "CONTACT PERSON/GARDA VETTING OFFICER" means the person identified by the Affiliate who will act as the point of contact with the Registered Organisation, Catholic Diocese of Limerick. In schools this person should be the Principal/Chairperson of the Board of Management. All vetting disclosures will be sent to this person only
- e. "Liaison Person" means the named and trained individual within the Registered Organisation/ Catholic Diocese of Limerick, who will
  - receive all vetting applications from the Affiliate,
  - submit vetting applications to the Bureau on behalf of the Affiliate
  - furnish vetting disclosures received from the Bureau to the Affiliate

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- f. "Registered Organisation" shall mean the Catholic Diocese of Limerick, the body nominated to submit vetting applications to and receive vetting disclosures from the Bureau on behalf of the Affiliate
- g. "the Vetting Act" means the National Vetting Bureau (Children and Vulnerable Persons) Act 2012-2016
- h. "the vetting disclosure" means the result of the vetting application received from the Bureau
- i. "the vetting subject" means the employee/volunteer or prospective employee/ volunteer of the Affiliate or any other appropriate person in respect of whom the Affiliate seeks a vetting disclosure.

### **6. Obligations of Parties**

The Registered Organisation is obliged to process vetting applications in a efficient manor.

The Affiliate is obliged to provide the required information to the Registered Organisation as set out in the provisions of the Vetting Act and in this agreement, in order for the registered organisation to carry out its role.

### **7. Legal responsibility**

The Affiliate gives an undertaking to comply with the requirements of the Vetting Act as outlined in this agreement in respect of all applications submitted to Registered Organisation and all data received via the Registered Organisation from the Bureau.

The Affiliate recognises that the failure and/or neglect to observe legal requirements in respect of vetting process may result in the Affiliate engaging in an offence.

### **8. Contact Person/ Garda Vetting Officer**

Each Affiliate will appoint a Contact Person/Garda Vetting Officer who will be the sole point of contact between the Liaison person in the Registered Organisation and the Affiliate from time to time, the Contact Person/Garda Vetting Officer may be required to undertake training/information sessions in relation to changes to legislation or the vetting process.

The Affiliate will inform the Registered Organisation/Catholic Diocese of Limerick in writing if there is a change in the Contact Person/Garda Vetting Officer and a new service level agreement will be duly signed between the Affiliate and the Registered Organisation.

### **9. Confidentiality**

The Affiliate recognises that all information received in respect of a vetting subject is for the sole use of the Affiliate.

The Affiliate understands that all data received will be managed and protected within the statutory provisions of the Data Protection Act and the Vetting Act and hereby undertakes to comply with all relevant statutory provisions in this regard.

The Registered Organisation/Catholic Diocese of Limerick undertakes to protect all data received in relation to vetting subjects in a confidential manner as provided for in the Data Protection Act.

All communication in relation to vetting will only take place between the Liaison Person in the Registered Organisation/Catholic Diocese of Limerick and the Contact Person/Garda Vetting Officer in the Affiliate. The Affiliate must maintain a specific email address for vetting purposes.

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### **10. Establishment of Identity and proof of current address.**

It is the responsibility of the Affiliate to establish the identity and proof of current address of the vetting subject as outlined in section 3 of the NVB1 form.

### **11. Record Keeping**

The Affiliate will retain the copies of the documents used to establish the identity and proof of current address of the vetting subject until the vetting outcome is no longer required.

The Affiliate will retain the vetting disclosure until the purpose for which it is sought has expired.

A copy of the vetting disclosure must be made available by the Affiliate to the vetting subject on request, and in every case where it discloses criminal record information or specified information as required by section 16 (1) of the Act.

### **12. Decision Making Process**

The Affiliate must follow its own decision making process regarding the suitability of the vetting subject for employment or volunteer work.

The Affiliate should have an internal policy in place to assist in making decisions to determine whether the vetting disclosure will impact on the suitability of the vetting subject for employment or volunteer work.

The Diocese of Limerick/Registered Organisation has no decision-making role in relation to determining the suitability of the vetting subject for employment or volunteer work.

### **13. Amendment of this Agreement**

Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.

However, the Diocese of Limerick/Registered Organisation is entitled to withdraw from this agreement where the actions or failures of the Affiliate in relation to vetting may disentitle the Diocese of Limerick/Registered Organisation from receiving vetting outcomes or the Diocese of Limerick/Registered Organisation is dissatisfied with the vetting practices of the Affiliate.

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Signed on behalf of Catholic Diocese of Limerick/Registered Organisation

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Signed on behalf of Affiliate

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## Acceptance of Agreement

I/we hereby apply to access Garda vetting through the Catholic Diocese of Limerick, which will process requests on my/our behalf.

I/we understand that in making vetting applications, I/we will be authorising An Garda Síochána to furnish to the Catholic Diocese of Limerick criminal record information and specified information in relation to applicants on my/our behalf.

**I/we agree to abide by the terms of this Agreement.**

(Authorised for the organisation)

|   |        |
|---|--------|
| Print name                                      |        |
| Dated   | / /201 |
| Organisation                                    |        |
| Address for vetting correspondence              |        |
|   |        |
|   |        |
| Contact Person/<br>Garda Vetting Officer:       |        |
| Position/Job Title                              |        |
| Dedicated Email<br>(for vetting communications) |        |

Signed on behalf of the Affiliate:

\_\_\_\_\_  
\_\_\_\_\_

Signed on behalf of the Catholic Diocese of Limerick:

\_\_\_\_\_

Date:

\_\_\_\_\_