

**STANDARD CONTRACTUAL AGREEMENT FOR INDEPENDENT SPECIALIST ASSESSMENTS
AND SAFEGUARDING INVESTIGATIONS
COMMISSIONED BY THE CATHOLIC CHURCH IN ENGLAND & WALES**

This Agreement relates to a [specialist assessment (the assessment)][safeguarding investigation (the investigation)] commissioned by **[INSERT NAME OF DIOCESE/RELIGIOUS CONGREGATION]** of **[USUAL ADDRESS OF DIOCESE/RELIGIOUS CONGREGATION]** (the "Commissioner")

The commissioning of this [assessment][investigation] has been approved by **[NAME OF BISHOP OR CONGREGATION LEADER]** [(the "Bishop")] or [(the "Congregation Leader")]

The Safeguarding Coordinator/Officer is **[NAME OF SAFEGUARDING COORDINATOR/OFFICER]** of **[CONTACT DETAILS OF SAFEGUARDING COORDINATOR/OFFICER]** (the "Safeguarding Coordinator")

The subject of the [assessment][investigation] is **[NAME OF SUBJECT]**(the "Subject")

The [assessment][investigation] will be undertaken by **[NAME OF ASSESSOR/INVESTIGATOR]** of **[ADDRESS OF ASSESSOR/INVESTIGATOR IF AN INDIVIDUAL]** or **[A COMPANY REGISTERED IN ENGLAND AND WALES WITH COMPANY REGISTRATION NUMBER [XXX] OF [REGISTERED OFFICE ADDRESS OF ASSESSOR/INVESTIGATOR]** (the "Service Provider") in accordance with the terms and conditions of this Agreement.

Specification

The Service Provider will [assess][investigate] [set out specific questions that the assessment/investigation is to consider] (the ["Assessment"]["Investigation"]) **[THIS DEFINITION WILL NEED TO BE AMENDED DEPENDING ON WHETHER THIS IS AN INVESTIGATION OR AN ASSESSMENT]**

The work undertaken will consist of **[SET OUT SPECIFIC REQUIREMENTS IN RELATION TO THE CARRYING OUT OF THE WORK, FOR EXAMPLE, A NUMBER OF INDIVIDUAL SESSIONS OR GROUP SESSIONS WHICH MUST BE CARRIED OUT, ANY REQUIREMENT FOR RESIDENTIAL ASSESSMENT, SPECIFIC WITNESSES TO INTERVIEW].**

The Report will be issued to the Commissioner no later than **[DATE]. [DN: PLEASE ENSURE THAT THERE IS A SPECIFIC DATE INCLUDED HERE FOR THE REPORT TO BE ISSUED TO THE COMMISSIONER]**

These requirements form the specification which the Service Provider must comply with ("Specification").

This Agreement consists of **[X]** pages which make up the terms and conditions of this Agreement. The Service Provider and the Commissioner agree to be bound by the terms and conditions of this Agreement.

Signed by
for and on behalf of Signature

[NAME OF DIOCESE/RELIGIOUS CONGREGATION]
Date

.....
Signature

Signed by
for and on behalf of

[NAME OF SERVICE PROVIDER]
Date

1 Definitions and Interpretation

1.1 Definitions

Abuse	has the meaning given at s.42(3) of the Care Act 2014.
Agreement	this document
Business Days	Monday to Friday, excluding any public holidays in England and Wales.
Charges	the Charges set out at Schedule 1.
Child	has the meaning given in the Children Act 1989.
Commencement Date	the date when this Agreement has been signed by both parties.
Commissioner	the diocese/religious order/organisation that is appointing the independent investigator or assessor
Commissioner’s Policies	any policy or guidance which the Commissioner notifies the Service Provider that it is required to comply with from time to time.
Confidential Information	information in whatever form (including without limitation in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the Commissioner or the Subject or the Investigation or Assessment, its conduct and its findings including the Report whether or not such information (if in anything other than oral form) is marked confidential.
Data Protection Legislation	the Data Protection Act 1998 (“DPA”), the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data

Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to the processing of personal data and privacy in force from time to time, including where applicable the guidance and codes of practice issued by the Information Commissioner.

Good Practice	Industry	means that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced operator (engaged in the same type of undertaking as that of the Service Provider) under the same or similar circumstances;
Harm		has the meaning given at s.31(9) of the Children Act 1989 in relation to a Child.
Intellectual Property Rights		any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know how, and any other intellectual property rights which subsist in computer software, computer programmes, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites.
Law		means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972 (whilst the United Kingdom in whole or in part remains part of the European Union), regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or statute, bye-law, regulation, order, rule of Court or directives or requirements of any competent council, delegated or subordinate legislation;
List of Approved Contractors		the list maintained by the Catholic Safeguarding Advisory Service of contractors meeting the requirements to provide services to Commissioners in the nature of the Services;
Report		the report produced by the Service Provider setting out the conclusions reached by the Service Provider in respect of the [Assessment][Investigation]
Services		the services to be provided by the Service Provider in accordance with the Specification.
Service Personnel	Provider	all employees, staff, other workers, representatives, agents and consultants of the Service Provider who are engaged in the provision of the Services from time to time.

Services Start Date [INSERT DATE]

Specification the specification for the provision of the Services as set out at page [1] and as may be amended from time to time in accordance with clause 3.3.

Vulnerable Adult an individual aged over 18 who has needs for care and support, is experiencing, or is at risk of Abuse or neglect, and as a result of those needs is unable to protect himself or herself against the abuse or neglect or the risk of it.

1.2 Interpretation

1.2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.2 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.3 A reference to writing or written includes e-mail.

1.2.4 Where there is any conflict or inconsistency between the provisions of the Agreement such conflict or inconsistency shall be resolved according to the following order of priority:

- (a) the clauses of the Agreement, including page 1 and the Specification; and
- (b) Schedule 1 to this Agreement;

2 Commencement and term

2.1 This Agreement shall commence on the Commencement Date and shall continue until the Commissioner notifies the Service Provider in writing that the version of the Report which has been submitted by the Service Provider is accepted by the Commissioner as the final version of the Report, unless this Agreement is terminated earlier in accordance with its terms.

3 Supply of services

3.1 The Service Provider shall supply the Services to the Commissioner from the Services Start Date in accordance with this Agreement.

3.2 In supplying the Services, the Service Provider shall:

3.2.1 perform the Services with reasonable care and skill;

3.2.2 perform the Services in good faith and in accordance with Good Industry Practice;

- 3.2.3 perform the Services in accordance with the Specification;
 - 3.2.4 comply with the Commissioner's Policies at all time;
 - 3.2.5 comply with all relevant Laws and regulations applicable to its performance of the Services and its obligations under this Agreement, including Laws and regulations relating to employment and equality;
 - 3.2.6 observe all reasonable health and safety rules and regulations and security requirements that apply to the provision of the Services.
- 3.3 The Commissioner shall be entitled to change the Specification from time to time (acting reasonably) and the Service Provider shall provide the Services in accordance with such amended Specification.

4 Commissioner's obligations

- 4.1 The Commissioner shall:
- 4.1.1 provide, in a timely manner, such information as the Service Provider may reasonably require to enable it to provide the Services; and
 - 4.1.2 cooperate with the Service Provider as appropriate in respect of all matters relevant to the provision of the Services.

Charges

- 5.1 The Charges shall be calculated and, subject to the Service Provider performing the Services and its other obligations under this Agreement, paid by the Commissioner in accordance with Schedule 1.

Records and Reporting

- 6.1 The Commissioner may monitor the performance of the Services by the Service Provider.
- 6.2 The Service Provider shall co-operate, and shall procure that its Service Provider Personnel co-operate with the Commissioner in carrying out the monitoring referred to in clause 6.1.
- 6.3 The Service Provider shall maintain complete and accurate records relating to the provision of the Services by it, including (without limitation) any:
- 6.3.1 notes;
 - 6.3.2 records;
 - 6.3.3 witness statements;
 - 6.3.4 correspondence and communications whether with the Subject, witnesses, other third parties or the Commissioner and Safeguarding Coordinator;

- 6.3.5 electronic recordings (or similar) in any form; and
- 6.3.6 reports;

whether produced or received by the Service Provider, and whether during or after the term of this Agreement.

- 6.4 The Service Provider shall maintain such records identified in clause 6.3 for 6¹ years following expiry or termination of this Agreement in accordance with clause 2.1 and shall make such records available for inspection by the Commissioner at all reasonable times during such period.
- 6.5 The Service Provider shall provide the records held by it in accordance with clause 6.3 to the Commissioner upon request.
- 6.6 The Service Provider shall provide the Report in accordance with the Specification. The Report should not contain any third party information - where the provision of such information is necessary, the Service Provider shall include it in a separate addendum to the Report and shall anonymise it appropriately.
- 6.7 The Report must be clearly marked CONFIDENTIAL and (subject to clause 8.10) must not be disclosed to anyone by the Service Provider other than the Commissioner and the Safeguarding Coordinator.

Safeguarding

- 7.1 The Service Provider acknowledges that in providing the Services it is carrying out work which is particularly sensitive because of its safeguarding context.
- 7.2 In the event that the Service Provider becomes aware, or has reasonable cause to believe that a Child is suffering or likely to suffer Harm or that a Vulnerable Adult is suffering or likely to suffer Abuse or neglect then the Service Provider must immediately inform the police and inform the Safeguarding Coordinator as soon as reasonably possible thereafter.
- 7.3 The Service Provider must, at all times, act in accordance with the national safeguarding policies and procedures of the Catholic Church in England and Wales in force from time to time or as notified by the [Commissioner][Safeguarding Coordinator] to the Service Provider.
- 7.4 If a criminal investigation is instigated as a result of concerns raised by the Service Provider (whether in its Report or otherwise) or by the Commissioner or Safeguarding Coordinator (or both of them together), the parties agree that they will cooperate and provide all such assistance to the police and to each other to enable the police to conduct their investigation.
- 7.5 Where an investigation is started in accordance with clauses 7.4:

¹ This is the limitation period for taking action in respect of a breach of contract. For example, if after the provision of the services it transpired there may have been some problem with the performance of the services, you have 6 years to make this claim. To ensure you can rely on that, it is important that the provider keeps the documents for 6 years so that any issue can be investigated.

- 7.5.1 the [Commissioner][Safeguarding Coordinator] shall have the right to suspend the Services for as long as necessary to enable the police to conduct their investigation, by giving the Service Provider notice in writing. The [Commissioner][Safeguarding Coordinator] shall pay the Charges due up to the date of suspension; and
- 7.5.2 when the [Commissioner][Safeguarding Coordinator] considers appropriate, they may lift the suspension by serving a further notice on the Service Provider. At this stage the parties shall agree a new date for the Report to be issued to the Commissioner taking account of the effect of the suspension.
- 7.6 If an internal investigation is instigated by the Commissioner or Safeguarding Coordinator (or both of them together) as a result of concerns raised by the Service Provider (whether in its Report or otherwise) the Service Provider agrees that it shall cooperate with the Commissioner and the Safeguarding Coordinator and all other parties as necessary for the purposes of the investigation.

8 Conduct of Assessments and Investigations

- 8.1 The Service Provider shall conduct any Assessment or Investigation in accordance with the Specification and any guidance provided by the [Commissioner] [Safeguarding Coordinator].
- 8.2 The Service Provider shall conduct any Assessment or Investigation in accordance with all applicable Law.
- 8.3 The [Commissioner] [Safeguarding Coordinator] may at any time request that the Service Provider participates in a review of progress related to any Assessment or Investigation. The Service Provider shall cooperate with the [Commissioner] [Safeguarding Coordinator] in carrying out such a review and shall offer all reasonable assistance to the [Commissioner] [Safeguarding Coordinator]. The Commissioner shall not be obliged to pay any additional costs as a result of requesting the Service Provider to participate in any review.
- 8.4 The Service Provider may discuss the conduct of any Assessment or Investigation with the [Commissioner][Safeguarding Coordinator] at any time. If any new matter comes to light which presents a safeguarding concern, the Service Provider must report such matter to the [Safeguarding Coordinator][Commissioner] immediately and discuss whether the Specification should be amended so that the Service Provider's remit includes investigation or assessment of such new information or risk.
- 8.5 The Service Provider must immediately notify the Commissioner and the Safeguarding Coordinator in the event that any conflict of interest arises in relation to the Service Provider's delivery of the Services. In the event that the Commissioner considers that a conflict of interest has arisen, the Commissioner may terminate this Agreement with immediate effect.
- 8.6 The Service Provider must keep the conduct of the Assessment or Investigation confidential. Where the Service Provider does not believe that it is possible to keep the conduct of the Assessment or Investigation

confidential, it shall report this to the Commissioner and the Safeguarding Coordinator who will discuss and agree with the Service Provider how to manage the provision of information.

- 8.7 The [Safeguarding Coordinator][Commissioner] shall inform the Subject that they are to be assessed and will only withhold information about being investigated if there is an appropriate justification to withhold such information.
- 8.8 If the Service Provider will be carrying out interviews, each interviewee shall be entitled to be accompanied to any meeting by a person of their choice, provided that in the view of the [Safeguarding Coordinator] [Commissioner] it is appropriate for such person to attend the meeting.
- 8.9 The Provider must ensure adequate and appropriate Privacy Notices are issued to anyone providing personal data for the purposes of the investigation/assessment. The Service Provider shall not disclose any information relating to the investigation or assessment to any third party other than the Subject, except in accordance with the clear instructions of the [Commissioner] [Safeguarding Coordinator]. If a third party requests information from the Service Provider, the Service Provider shall discuss the request with the [Commissioner][Safeguarding Coordinator] before providing any information. No information shall be provided without the prior consent of the [Commissioner] [Safeguarding Coordinator].
- 8.10 The Service Provider shall share the Report with the Subject before it is issued to the Commissioner and the Subject shall be given the opportunity to comment on the Report. The Service Provider shall ensure that the copy of the Report shared with the Subject does not contain any information which might allow the Subject to identify third parties, including any party making allegations against the Subject. The Service Provider shall take into account any comments made by the Subject in respect of the Report but shall at all times use its own judgment and professional expertise when considering whether the Report should be amended as a result of such comments. The Service Provider shall issue the Subject with a copy of the final Report once it is approved by the Commissioner.

Insurance

- 9.1 The Service Provider shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Service Provider, including risks arising out of the Service Provider's performance of the Agreement; including death or personal injury, loss of or damage to property, public liability, professional indemnity, employers liability (if appropriate) or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Service Provider. The Service Provider shall ensure that all professional consultants involved in the provision of the Services hold and maintain appropriate cover ("**Required Insurances**").
- 9.2 If, for any reason the Service Provider fails to give effect to and maintain the Required Insurances, the Commissioner shall be entitled to make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.

- 9.3 The Service Provider shall give the Commissioner copies of all insurance policies referred to in this clause 0 or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or evidence of payment of the latest premiums due under those insurances.
- 9.4 The Service Provider shall maintain the Required Insurances for a period of six years after expiry or termination of this Agreement, howsoever caused.

Limitation of liability

- 10.1 Nothing in this Agreement shall limit or exclude either Party's liability for:
- 10.1.1 death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
 - 10.1.2 fraud or fraudulent misrepresentation; and
 - 10.1.3 any other liability which cannot be limited or excluded by Law.
- 10.2 The total aggregate liability of the Commissioner is limited to the amount of the Charges payable by the Commissioner under this Agreement.

Termination

- 11.1 Without affecting any other right or remedy available to it, either Party to this Agreement may terminate it with immediate effect by giving written notice to the other Party if:
- 11.1.1 the other Party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 Business Days after being notified in writing to do so, or such time period as otherwise agreed between the parties;
 - 11.1.2 the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
 - 11.1.3 the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - 11.1.4 the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 11.1.5 the other Party's financial position deteriorates to such an extent that in the terminating Party's opinion the other Party's capability to adequately fulfil its obligations under this Agreement has been placed in jeopardy.

- 11.2 Termination of the Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.
- 11.3 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect, including clauses 0, **Error! Reference source not found.**, 8, 0, 0, 11.2, **Error! Reference source not found.**, 0, 13, 16.1.

Confidentiality

- 12.1 Subject to clause 12.6, the parties shall keep confidential all matters relating to this Agreement.
- 12.2 Without prejudice to the generality of clause 12.1, the Service Provider shall not (except as strictly necessary in order to perform the Services) either before the Commencement Date or at any time after termination of the Agreement:
- 1.1.1 use any Confidential Information
 - 1.1.2 make or use any copies of Confidential Information
 - 1.1.3 disclose any Confidential Information to any person, company or other organisation whatsoever except as permitted in accordance with the terms of this Agreement.
- 12.3 The Service Provider warrants that it will **[procure that the Service Provider's Personnel]** sign the Commissioner's standard confidentiality agreement in the form set out at Schedule 2.
- 12.4 The Service Provider understands that in the course of providing the Services it and its Service Provider Personnel may have access to or come into contact with sensitive correspondence, documents or other information and material relating to:
- 12.4.1 Persons who have been the subject of Harm, Abuse or neglect;
 - 12.4.2 Employees, volunteers, agents or representatives of the Commissioner or any other Diocese or Religious Order of the Catholic Church;
 - 12.4.3 Persons who have raised a complaint against an individual, witnesses, and other individuals connected to any Investigation or Assessment;
 - 12.4.4 Other information which is personal or sensitive or personal and sensitive relating to any individual

and the Service Provider warrants that it shall not disclose any such information to any third party for any reason whatsoever (other than in order to report a crime or Harm or Abuse or neglect or a suspicion of a

crime or Harm or Abuse or neglect to the police or other statutory authorities) without the prior written permission of the Commissioner or in accordance with the terms of this Agreement.

- 12.5 The Service Provider warrants that it shall not use any information about the Commissioner's affairs, or any information about the Subject or any third party for any purpose other than for the provision of the Services under this Agreement and in accordance with the terms of this Agreement. The Service Provider shall not disclose any such information to any third party unless authorised by the Commissioner in writing to do so. Such information includes but is not limited to:
- 1.1.4 Personal information about the Commissioner or its employees, agents, volunteers or representatives;
 - 1.1.5 Personal information about the Subject, any complainant or witness; and
 - 1.1.6 Any information which is confidential, including the Confidential Information whether or not it is marked as being confidential.
- 12.6 Clauses 12.1 to 12.5 shall not apply to any disclosure of information:
- 12.6.1 required by Law or is required to be disclosed to the Police pursuant to clause **Error! Reference source not found.**
 - 12.6.2 that is strictly required by persons engaged by a Party in the performance of such Party's obligations under this Agreement;
 - 12.6.3 where a Party can demonstrate to the other Party's reasonable satisfaction that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 12.1;
 - 12.6.4 by the Commissioner of any document to which it is a Party and which the parties to this agreement have agreed contains no commercially sensitive information or Confidential Information;
 - 12.6.5 to enable a determination to be made under clause 0 subject to the consent of the Commissioner; and
 - 12.6.6 which is already lawfully in the possession of the receiving Party, prior to its disclosure by the disclosing Party.
- 12.7 On termination or expiry of this Agreement, however caused, the Service Provider shall ensure that all documents and/or computer records in its possession, custody or control which relate to personal information of the Subject or the Commissioner, its volunteers, employees or any other parties related to the Commissioner, or third parties who participated in the investigation or assessment are delivered up to the Commissioner if the Commissioner so requires.

13 Intellectual Property Rights

- 13.1 In the absence of prior written agreement by the Commissioner to the contrary, all Intellectual Property Rights created by the Service Provider or any employee, agent or sub-contractor of the Service Provider:
- 13.1.1 in the course of performing the Services; or
 - 13.1.2 exclusively for the purpose of performing the Services,
- shall vest in the Commissioner on creation.
- 13.2 Where a claim or proceeding is made or brought against the Commissioner which arises out of the infringement of any Intellectual Property Rights in connection with this Agreement, then the Service Provider shall indemnify the Commissioner in full in respect of any actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever.

Service Provider Personnel

- 14.1 the Service Provider shall ensure that:
- 14.1.1 each of the Service Provider's Personnel has experience in providing services similar to the Services, is adequately trained in the provision of services similar to the Services, has appropriate qualifications to provide the Services and is capable of providing the applicable Services in respect of which they are engaged;
 - 14.1.2 there is an adequate number of Service Provider's Personnel to provide the Services properly;
 - 14.1.3 that the Service Provider's Personnel are adequately supervised;
 - 14.1.4 all of the Service Provider's Personnel comply with all of the Commissioner's Policies; and
 - 14.1.5 the Service Provider continues to meet all of the conditions for remaining on the List of Approved Contractors
- 14.2 The Commissioner may require that the Service Provider replaces (for the purposes of performing the Services under this Agreement) any of the Service Provider's Personnel or sub-contractors who:
- 14.2.1 do not comply with any such policies in accordance with clause 14.1.4;
 - 14.2.2 the Commissioner reasonably believes are inappropriate for the duties which have been entrusted to them; or
 - 14.2.3 the Commissioner reasonably decides have failed to carry out their duties with reasonable skill and care.
- 14.3 Following any request by the Commissioner for any of the Service Provider's Personnel or sub-contractors to be removed, or any of the Service

Provider's Personnel or sub-contractors being otherwise removed, the Service Provider shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.

- 14.4 The Service Provider shall maintain up to date personnel records on the Service Provider's Personnel engaged in the provision of the Services and shall provide information to the Commissioner as the Commissioner reasonably requests on the Service Provider's Personnel. The Service Provider shall ensure at all times that it has the right to provide those records in compliance with the applicable Data Protection Legislation.
- 14.5 Where the Commissioner requires that Service Provider Personnel have a valid enhanced disclosure check undertaken through the Disclosure and Barring Service, the Service Provider shall ensure that all Service Provider Personnel are subject to such a valid enhanced disclosure check and shall monitor the level and validity of the checks under this clause 0 for each Service Provider Personnel.
- 14.6 Where the Service Provider is an individual, the Service Provider must evidence to the Commissioner that he or she holds a valid enhanced disclosure check undertaken through the Disclosure and Barring Service or give the Commissioner permission to check the DBS online update service where the Commissioner requires that the Service Provider holds a valid enhanced disclosure check undertaken through the Disclosure and Barring Service to carry out the Services.
- 14.7 The Service Provider shall not employ or use the services of any person who is barred from carrying out services similar to the Services or whose previous conduct or records indicate that he or she would not be suitable to carry out the Services.
- 14.8 Where the Service Provider is an individual, it warrants that at all times for the purposes of this Agreement, it is not subject to barring under the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 14.9 The Service Provider warrants that at all times for the purposes of this Agreement that it has no reason to believe that any person who is or will be employed or engaged by the Service Provider the provision of the Services is or could be barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

Dispute Resolution

- 15.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("**Dispute**") then the parties shall follow the procedure set out in this clause:
 - 15.1.1 either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the parties shall attempt in good faith to resolve the Dispute;

15.1.2 if the parties are for any reason unable to resolve the Dispute within [30] days of service of the Dispute Notice, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a Party must serve notice in writing (ADR notice) to the other Party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than [NUMBER] days after the date of the ADR notice.

15.2 The commencement of mediation shall not prevent the parties commencing or continuing court or arbitration proceedings in relation to the Dispute.

16 General

16.1 The Service Provider shall not:

16.1.1 Make any press announcements or publicise this Agreement or its contents in any way;

16.1.2 Use the Commissioner's name or logo in any promotion or marketing or announcement of orders;

except as required by law, any government or regulatory authority, any court or authority of competent jurisdiction, or with the prior written consent of the Commissioner.

Force majeure

16.2 Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

Assignment and other dealings

16.3 No Party shall assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other Party.

Entire agreement

16.4 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

Variation

16.5 Variations to this Agreement, except changes to the Specification in accordance with clause 3.3 shall not be effective unless they are in writing and signed by the parties.

Waiver

- 16.6 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:
- 16.6.1 waive that or any other right or remedy; or
 - 16.6.2 prevent or restrict the further exercise of that or any other right or remedy.

Severance

- 16.7 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

Notices

- 16.8 Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing, addressed to that Party at its registered office or such other address as that Party may have specified to the other Party in writing, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, e-mail.
- 16.9 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.8; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.
- 16.10 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

Third party rights

- 16.11 No one other than a Party to this agreement shall have any right to enforce any of its terms.

Duty to mitigate

- 16.12 Both parties shall at all times throughout the duration of this Agreement use reasonable endeavours to mitigate any loss, damage, costs or expenses suffered as a result of any acts or omissions of the other Party in relation to the performance of obligations under this Agreement.

Governing law

16.13 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

Jurisdiction

16.14 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 - Charges

1 Level of Charges

- 1.1 The Charges for provision of the Services by the Service Provider shall be £[x], or as agreed between the parties in accordance with this paragraph 1. Any increase of the agreed sum without the agreement of the Commissioner will not be accepted and shall not be payable by the Commissioner.
- 1.2 If the scope of Services changes considerably, the Service Provider shall be entitled to request that the amount of the Charges is increased, which the Commissioner shall consider fairly and reasonably.
- 1.3 The Commissioner shall be under no obligation to accept any increase in the Charges proposed by the Service Provider but the parties may negotiate an increase in the Charges which is mutually acceptable.
- 1.4 [If the Commissioner terminates this Agreement in accordance with clauses 8.5 or 11.1 the Service Provider shall not be entitled to any Charges which have not yet been paid by the Commissioner under the terms of this Agreement.]

2 Invoicing and VAT

- 2.1 The Service Provider shall invoice the Commissioner for payment of the Charges [[monthly][quarterly] in arrears] OR [once the Services have been provided]. All invoices shall be directed to the Commissioner's address for correspondence as stated in this Agreement.
- 2.2 The Commissioner shall pay any undisputed amount of the Charges within [30] days of receipt of a valid invoice from the Service Provider.
- 2.3 The Charges exclude any amount in respect of VAT and the Commissioner shall, upon receipt of a valid VAT invoice, pay such additional amounts in respect of VAT as are chargeable on the value of the Services.
- 2.4 The Service Provider shall indemnify the Commissioner against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Commissioner at any time in respect of the Service Provider's failure to account for, or to pay, any VAT relating to payments made to the Service Provider under this Agreement.
- 2.5 Where any Party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 0. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until [14] days after resolution of the dispute between the parties.

Schedule 2 -Confidentiality Agreement

[ON THE HEADED NOTE PAPER OF THE DIOCESE/RELIGIOUS ORDER]

[SERVICE PROVIDER],
[ADDRESS LINE 1],
[ADDRESS LINE 2],
[ADDRESS LINE 3],
[TOWN],
[REGION],
[POSTCODE],
United Kingdom

[DATE]

Dear Sirs,

CONFIDENTIALITY LETTER AGREEMENT

1 Confidential Information

- 1.1 We [Name of Diocese/Religious Order] (Commissioner) and you, [Name of Investigator/Organisation/Individual who will carry out the Assessment/Investigation] (Service Provider) (together known as the Parties) agree that you will receive and collect confidential information to enable you to carry out an [Investigation into][Assessment of] [Delete as applicable] the Subject (Purpose).
- 1.2 Any terms which are not specifically defined in this agreement by letter have the meaning given in the agreement entered into between the Parties on [date] (Main Agreement).
- 1.3 This agreement by letter shall come into force on the date that it is signed on behalf of both parties.
- 1.4 In this agreement by letter, **Confidential Information** means all information in whatever form (including without limitation in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the Commissioner or the Subject or the Investigation or Assessment, its conduct and its findings including the Report and the Main Agreement whether or not such information (if in anything other than oral form) is marked confidential, and whether or not such information is disclosed or made available or collected before or after the date of this agreement by letter.
- 1.5 The Service Provider undertakes to the Commissioner that it shall not (except as strictly necessary in order to perform the Services) either before the date of this agreement by letter or at any time after termination of the Agreement:
 - 1.5.1 use any Confidential Information

- 1.5.2 make or use any copies of Confidential Information
 - 1.5.3 disclose any Confidential Information to any person, company or other organisation whatsoever except as permitted in accordance with the terms of this agreement by letter.
- 1.6 The Service Provider understands that in the course of providing the Services it and its Service Provider Personnel may have access to or come into contact with sensitive correspondence, documents or other information and material relating to:
- 1.6.1 Persons who have been the subject of Harm, Abuse or neglect;
 - 1.6.2 Employees, volunteers, agents or representatives of the Commissioner or any other Diocese or Religious Order of the Catholic Church;
 - 1.6.3 Persons who have raised a complaint against an individual, witnesses, and other individuals connected to any Investigation or Assessment;
 - 1.6.4 Other information which is personal or sensitive or personal and sensitive relating to any individual,
- and the Service Provider warrants that it shall not disclose any such information to any third party for any reason whatsoever (other than in order to report a crime or Harm or Abuse or neglect or a suspicion of a crime or Harm or Abuse or neglect to the police or other statutory authorities) without the prior written permission of the Commissioner or in accordance with the terms of this agreement by letter.
- 1.7 The Service Provider warrants that it shall not use any information about the Commissioner's affairs, or any information about the Subject or any third party, for any purpose other than for the provision of the Services under this Agreement and in accordance with the terms of this Agreement. The Service Provider shall not disclose any such information to any third party unless authorised by the Commissioner in writing to do so. Such information includes but is not limited to:
- 1.7.1 Personal information about the Commissioner or its employees, agents, volunteers or representatives;
 - 1.7.2 Personal information about the Subject, any complainant or witness; and
 - 1.7.3 Any information which is confidential, including the Confidential Information, whether or not it is marked as being confidential.
- 1.8 The Service Provider may disclose the Confidential Information to any of its officers, employees, advisers, subcontractors and contractors that need to know the relevant Confidential Information for the Purpose only, provided that:
- 1.8.1 the Service Provider procures that each such person to whom the Confidential Information is disclosed to complies with the

obligations set out in this agreement by letter as if they were the Service Provider; and

1.8.2 [procures that any such person to whom disclosure is made enters into an agreement by letter with the Service Provider on terms equivalent to those contained in this agreement by letter.][YOU MAY NOT THINK IT IS NECESSARY TO GO AS FAR AS TO REQUIRE THE SERVICE PROVIDER TO ENSURE THAT EVERYONE IT DISCLOSES INFORMATION TO SIGNS A CONFIDENTIALITY AGREEMENT IN THESE TERMS, IN WHICH CASE THIS CLAUSE CAN BE DELETED.]

1.9 The Service Provider may disclose the Confidential Information to the minimum extent:

1.9.1 required by Law or as required to be disclosed to the Police pursuant to clause **Error! Reference source not found.** of the Main Agreement;

1.9.2 in accordance with clause 1.8 of this agreement by letter;

1.9.3 where a Party can demonstrate to the other Party's reasonable satisfaction that such information is already generally available and in the public domain otherwise than as a result of a breach of this letter.

1.9.4 by the Commissioner of any document to which it is a Party and which the parties to this agreement have agreed contains no commercially sensitive information or Confidential Information;

1.9.5 to enable a determination to be made under clause 0 subject to the consent of the Commissioner; and

1.9.6 which is already lawfully in the possession of the receiving Party, prior to its disclosure by the disclosing Party.

Return of the confidential information

2.1 On termination or expiry of this agreement by letter, however caused, the Service Provider shall ensure that all documents and/or computer records in its possession, custody or control which relate to personal information of the Subject or the Commissioner, its volunteers, employees or any other parties related to the Commissioner, or third parties who participated in the investigation or assessment, including any Confidential Information are delivered up to the Commissioner if the Commissioner so requires.

Term and termination

3.1 The obligations of the Service Provider shall continue for a period of years from the termination of the Main Agreement.

3.2 The termination of this letter agreement shall not affect any accrued rights or remedies to which either party is entitled.

Acknowledgment and inadequacy of damages

- 4.1 The Service Provider acknowledges and agrees that:
 - 4.1.1 the Confidential Information may not be accurate or complete and the Commissioner makes no warranty or representation (whether express or implied) concerning the Confidential Information, or its accuracy or completeness; and
 - 4.1.2 damages alone would not an adequate remedy for any breach of the terms of this letter agreement by the Service Provider. Accordingly, the Commissioner shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this letter agreement.

Governing law and jurisdiction

- 5.1 This letter agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 5.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this letter or its subject matter or formation (including non-contractual disputes or claims).

Please sign and return a copy of this letter agreement if you agree to its terms.

Yours faithfully,

.....
[COMMISSIONER]

.....
..

We acknowledge receipt and agree to the terms of this letter agreement:

.....
[SERVICE PROVIDER]

.....
..

Date