THIS AGREEMENT made this day of 20____

BETWEEN: The Representative Church Body, Church of Ireland House, Church Avenue, Rathmines, Dublin 6 D06 CF67, on behalf of The Church of Ireland Board of Education, Church of Ireland House, Church Avenue, Rathmines, Dublin 6 D06 CF67 (**'the Registered Organisation'**)

and [1

], 'the Affiliate'

NOW IT IS AGREED AS FOLLOWS:

1. Definitions

- **1.1.** In this Agreement the following words and phrases shall have the following meanings:
 - **1.1.1.** "the Affiliate" means the school/organisation that is using the services of the Registered Organisation to obtain a vetting disclosure for its employees/volunteers and/or prospective employees/volunteers.
 - **1.1.2.** "the Bureau" means the National Vetting Bureau which is responsible for issuing vetting disclosures under the Vetting Act.
 - **1.1.3.** "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.
 - **1.1.4.** "Garda Vetting Contact Person" means the person identified by the Affiliate who will act as the point of contact with the Registered Organisation. In schools this person should be the Principal/Chairperson of the Board of Management. All vetting disclosures will be sent to this person only.
 - **1.1.5.** "Liaison Person" means the named and trained individual within the Registered Organisation, who will receive all vetting applications from the Affiliate, submits vetting applications to the Bureau on behalf of the Affiliate and furnishes vetting disclosures received from the Bureau to the Affiliate.
 - **1.1.6.** "the Registered Organisation" shall mean The Representative Church Body, on behalf of the Church of Ireland Board of Education, the body nominated to submit vetting applications to and receive vetting applications from the Bureau on behalf of the Affiliate.
 - **1.1.7.** "The Vetting Act" means the National Vetting (Children and Vulnerable Persons) Act 2012-2016.
 - **1.1.8.** "the Vetting Disclosure" means the result of the vetting application received from the Bureau.
 - **1.1.9.** "the vetting applicant" means the employee/volunteer or prospective employee/volunteer of the Affiliate.

2. Obligations of Parties.

- **2.1.** The Registered Organisation shall be responsible for processing vetting applications on behalf of the Affiliate.
- **2.2.** The Affiliate is obliged to comply with the requirements set out in this agreement for the Registered Organisation to carry out its role.
- **2.3.** The Affiliate recognises that its failure and/or neglect to observe the requirements in respect of the vetting process may result in the Affiliate engaging in an offence.
- **2.4.** The affiliate is responsible for complying with its own child and adult safeguarding policies and requirements and this is not the responsibility of the Registered Organisation.

3. Garda Vetting Contact Person

- **3.1.** Each Affiliate will appoint a Garda Vetting Contact Person who will be the sole point of contact between the Liaison Person in the Registered Organisation and the Affiliate.
- **3.2.** The Affiliate will inform the Registered Organisation in writing within seven days if there is a change in the Garda Vetting Contact Person.

4. Confidentiality

- **4.1.** The Affiliate recognises that all information received in respect of a vetting applicant is for the sole use of the Affiliate.
- **4.2.** All communication in relation to vetting will only take place between the Liaison Person in the Registered Organisation and the Garda Vetting Contact Person in the Affiliate.
- **4.3.** The Registered Organisation and the Affiliate undertake to protect all data received in relation to the vetting applicants in a confidential manner as provided for in the Data Protection Act.

5. Establishment of Identity

- **5.1.** It is the responsibility of the Affiliate to establish the identity of the vetting applicant prior to submitting a vetting application to the Registered Organisation.
- **5.2.** The establishment of identity of the vetting applicant must include the full name, current address, and date of birth of the vetting subject. Two forms of identification should be produced by the vetting applicant, one of which should be photographic identification.

6. Record Keeping

- **6.1.** The Affiliate will retain the copies of the documents used to establish the identity of the vetting applicant until the purposes for which it is sought has expired.
- **6.2.** The Affiliate will retain the vetting disclosure until the purposes for which it is sought has expired.
- **6.3.** A copy of the vetting disclosure must be made available by the Affiliate to the vetting applicant on request.
- **6.4.** The Registered Organisation will retain the name and contact details of the Liaison Person and any other nominated contact for the affiliate. These details will be stored on a secure database hosted in the Cloud to which only RCB staff and staff from Enclude (a company who provides IT support of the database) will have access to. The contact details will be held for 3 months after the person leaves role or whenever consent is withdrawn whichever is earliest.

7. Decision Making Process

- **7.1.** The Affiliate must follow its own decision-making process regarding the suitability of the vetting subject for employment or volunteer work.
- **7.2.** The Affiliate acknowledges that the Registered Organisation and the Vetting Bureau have no decision-making role in relation to the suitability of the vetting applicant for employment or volunteer work.

8. Amendment of this Agreement

8.1. 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.

Signed on behalf of the Church of Ireland Safeguarding Board