

Diocese of Covington

Policies & Procedures Manual

Section: Compliance – Insurance and Parish Events

Policy: Unaffiliated Organizations Operating within the Diocese



Unaffiliated organizations which operate within or near the boundaries of an archdiocese or a diocese may bring unintended potential liability to the diocese. These separate organizations could bring financial responsibility for a potential claim to the diocese even if the organizations have their own insurance. In many instances, these organizations are misinterpreted to be part of the diocese.

These misinterpretations can be amplified in instances where individuals of the diocese may have involvement with the unaffiliated organization. Examples include the following: A diocesan priest may celebrate Mass for an unaffiliated Catholic youth camp, high school, or retreat center. A diocesan representative (e.g., ordinary, priest, religious or employee) may serve on a board. An unaffiliated organization may advertise in a parish bulletin or the diocesan newspaper. The diocese should require all leaders of unaffiliated organizations to comply with its safe environment policy.

The following steps should be considered in order to limit liability of the diocese and its own locations and individuals:

- Do not allow the unaffiliated organization to use the diocese's name nor the name of any of its parishes, schools or institutions;
- Request that the organization be very vigilant in how the organization is represented both verbally and in writing. For example, both verbal and written communications should contain a disclaimer similar to "*[The organization's name] is not part of and not acting on behalf of the diocese or its parishes, schools and institutions;*"
- When individuals of the diocese may have involvement with the unaffiliated organization, it should be clear to that their involvement is not on behalf of the diocese. If a priest celebrates Mass or provides any spiritual support or direction to the organization or its members, it should be clear the support or direction is in matters of religion only;
- Whenever possible, request that the organization acknowledge in writing that the organization:
 - Is not controlled by the diocese or its parishes, schools or institutions;
 - Is neither a participant in or a beneficiary of the Catholic Mutual Group coverages afforded the diocese and its parishes, schools and institutions;
 - Will not be indemnified by the diocese or its parishes, schools or institutions for liability arising from the organization's activities;
 - Agrees to fully protect, defend and indemnify the diocese or its parishes, schools or institutions for any and all liability sustained as a result of activities of the organization and all others acting on the organization's behalf;
 - Has sufficient insurance coverage for its operations which has been disclosed to the diocese for its review.
- The "Unaffiliated Organizations Operating within the Boundaries of the Diocese of Covington" agreement on the following two (2) pages can be used to obtain the verification outlined above.

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**UNAFFILIATED ORGANIZATION OPERATING WITHIN
THE BOUNDARIES OF THE DIOCESE OF COVINGTON**

ORGANIZATION: _____

The undersigned, individually, on behalf of ORGANIZATION and on behalf of each employee, representative, agent thereof, hereby agree with DIOCESE for all of the operations by ORGANIZATION within the boundaries of the DIOCESE as follows:

1. The ORGANIZATION is not a part of the DIOCESE or any of its parishes, schools and other institutions, is not affiliated or sponsored by the DIOCESE or any of its parishes, schools and other institutions, and is not an agent of the DIOCESE or any of its parishes, schools and other institutions. The ORGANIZATION does not speak for or represent the DIOCESE or any of its parishes, schools and other institutions.
2. The DIOCESE or any of its parishes, schools and other institutions and personnel, representatives and other agents thereof, may provide spiritual support or spiritual direction to the ORGANIZATION or its members; however, any such spiritual support or direction is in matters of religion only and does not create any form of agency or master/servant relationship.
3. The ORGANIZATION is not controlled by the DIOCESE or any of its parishes, schools and other institutions or any personnel, representatives or other agents thereof and there is no direct, tangible or financial benefit from the ORGANIZATION's operations to the DIOCESE or any of its parishes, schools and other institutions.
4. The ORGANIZATION is not a participant in and is not the beneficiary of financial protection provided by the through the coverage program of the DIOCESE or any of its parishes, schools and other institutions. The ORGANIZATION will not be indemnified by the DIOCESE or any of its parishes, schools and other institutions for liability arising from the ORGANIZATION's operations.
5. The ORGANIZATION during the entirety of its operations herein shall provide a certificate of insurance to the DIOCESE which provides evidence of general liability coverage of not less than One Million Dollars (\$1MM) per occurrence. The ORGANIZATION also agrees to have the DIOCESE named as an "Additional Insured" on its general liability policy for its operations and that the ORGANIZATION's liability insurance policy will be primary in the event of a covered claim or cause of action against the DIOCESE or any of its parishes, schools and other institutions and their personnel, representatives and other agents or Catholic Mutual Group.
6. Any and all liability, whether civil, criminal or otherwise, and whether arising from use of motor vehicles or any other operations of the ORGANIZATION or its members, is not assumed and is expressly rejected by the DIOCESE and any of its parishes, schools and other institutions as well as Catholic Mutual Group.
7. The ORGANIZATION agrees to fully protect, defend and indemnify the DIOCESE or any of its parishes, schools and other institutions and their personnel, representatives and other agents for any and all liability sustained as a result of operations of the ORGANIZATION, its members, or other organizations or members acting on the ORGANIZATION's behalf.

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8. Members of the ORGANIZATION understand that DIOCESE or any of its parishes, schools and other institutions and Catholic Mutual Group do not waive any right any of them may have to seek indemnity from any individual member of the ORGANIZATION if that member's actions lead to a suit or claim against the DIOCESE or any of its parishes, schools and other institutions and/or Catholic Mutual Group.
9. The representations, warranties and indemnity obligations contained herein shall survive termination of this Agreement.
10. The undersigned representative of the ORGANIZATION has authority to execute this Agreement and represents that it has advised every member of the ORGANIZATION of its contents.

ORGANIZATION REPRESENTATIVE

NAME (Please Print)

TITLE (must be official agent of organization)

SIGNATURE OF OFFICIAL AGENT

DATE