



## CATHOLIC MUTUAL GROUP®

*servicing the temporal needs of the church since 1889*

### *Catholic Mutual Group*

#### UNAFFILIATED ORGANIZATION AGREEMENT GUIDELINES

The five following questions provide guidance in identifying parish sponsored organizations that are eligible for coverage under the San Bernardino Diocesan Insurance Certificate:

- 1) Does the parish have full control over the group or function?
- 2) Do any costs or fees associated with the function flow through the parish accounts?
- 3) Was the function or group open to all parish members?
- 4) Was the purpose of the function or group to facilitate learning, raise revenue for the parish or provide a social service on behalf of the parish?
- 5) Was the teacher or leader of the group a parish volunteer or employee?

These are the criteria that should be applied to all organizations or groups to determine if they fall under the Diocesan insurance protection or if they should complete a usage agreement or special events form and submit a certificate of insurance in the amount of two million dollars (\$2,000,000) that name both the parish and *The Roman Catholic Bishop of San Bernardino, a Corporation Sole* as an additional insured.

Groups such as the Knights of Columbus, Boy and Girl Scouts, and even others such as The Legions of Mary and St. Vincent de Paul, might not meet all the criteria listed above. This will bring added liability to the parish and school and therefore the parish and school may be legally and financially responsible for the non-sponsored group's liabilities.

#### WHAT TO DO WITH THE NON-SPONSORED GROUP:

- 1) Require that the non-sponsored group sign the Unaffiliated Organization Agreement
- 2) Do not allow the group to use the parish name.
- 3) Be careful how the group is represented verbally and in writing.
- 4) Avoid providing official direction to non-sponsored groups. It is okay to provide space, not direct instructions.

\*\*\* Please call the risk management office if there are any concerns so that it can be discussed and handled in the best possible manner.

We recognize that non-sponsored groups can be an important part of parish and Diocesan ministry. Use the Unaffiliated Organization Agreement and the above tips to allow the relationship to continue but also to minimize the parish liability.

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# **Catholic Mutual... "CARES"**

## **UNAFFILIATED ORGANIZATION AGREEMENT**

The five questions on the CARES Facility Usage/Indemnity Agreement provide guidance in identifying parish sponsored organizations that are eligible for coverage. Those that are not should sign the Facility Usage/Indemnity Agreement and provide a certificate of insurance naming the parish and Arch/Diocese as an additional insured. This will greatly assist in reducing financial responsibility for a potential claim.

Unfortunately, non-sponsored groups add additional liability that is not completely eliminated by use of the Facility Usage/Indemnity Agreement. Non-sponsored groups or organizations bring added liability, even if they have their own insurance.

Groups such as Knights of Columbus, The Legion of Mary, Alcoholics Anonymous and St. Vincent de Paul to name a few, are typically not parish sponsored. However, they are often misinterpreted to be part of the parish or Arch/Diocese. When this confusion occurs, the non-sponsored Catholic group may be legally determined to be part of the parish and/or Arch/Diocese. The end result is that the parish and Arch/Diocese becomes legally and financially responsible for the non-sponsored group's liabilities.

What should be done to limit your liability?

1. Require the non-sponsored group to sign the attached "Unaffiliated Organization Agreement."
2. When possible, do not allow the group to use the parish name. Example: "St. Paul's Knights of Columbus". If the parish name must be used, follow the recommendation in 3. below.
3. Be careful how the group is represented verbally and in writing. When advertising an upcoming Knights of Columbus Pancake Breakfast in the parish bulletin, use a phrase similar to, "The Knights of Columbus are not part of and not acting on behalf of the parish or Arch/Diocese."
4. Avoid providing official direction to non-sponsored groups. It's okay to provide space, not direct instructions.

Non-sponsored groups can be an important part of parish and Arch/Diocesan ministry. Use of the Unaffiliated Organization Agreement and the above tips will allow continued operation of these groups while decreasing liability. As always, contact Catholic Mutual's Risk Management Department at 1-800-228-6108 with any questions.

(Revised 11/2018)

# UNAFFILIATED ORGANIZATION AGREEMENT

PARISH: \_\_\_\_\_

PARISH is understood to include the Arch/Diocese of \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

The undersigned, individually, on behalf of ORGANIZATION and on behalf of each member thereof, hereby agree with PARISH that in consideration for the ORGANIZATION's use of property owned or managed by the PARISH, as follows:

1. The ORGANIZATION is not a part of the ARCH/DIOCESE or any PARISH, is not affiliated or sponsored by the ARCH/DIOCESE or any PARISH and is not an agent of the ARCH/DIOCESE or any PARISH. The ORGANIZATION does not speak for or represent the ARCH/DIOCESE or any PARISH.

2. The ARCH/DIOCESE, any PARISH or their employees 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 ARCH/DIOCESE, any PARISH or any employee or agent thereof and neither the ARCH/DIOCESE nor any PARISH receive a direct, tangible or financial benefit from the ORGANIZATION's activities, other than any consideration given for the use of the property.

4. The ORGANIZATION is not a participant in and is not the beneficiary of financial protection provided by the Catholic Mutual Protected Self-Insurance program. The ORGANIZATION will not be indemnified by the PARISH or the ARCH/DIOCESE for liability arising from the ORGANIZATION's activities.

5. Any and all liability, whether civil, criminal or otherwise, and whether arising from use of motor vehicles or any other activity of the ORGANIZATION or its members, is not assumed and is expressly rejected by the ARCH/DIOCESE, the PARISH and Catholic Mutual.

6. The ORGANIZATION, but not its individual members, agrees to fully protect, defend and indemnify the ARCH/DIOCESE, the PARISH, Catholic Mutual and their employees and agents for any and all liability sustained as a result of activities of the ORGANIZATION, its members, or other ORGANIZATIONS or members acting on the ORGANIZATION's behalf.

7. Members of the ORGANIZATION understand that neither the PARISH, the ARCH/DIOCESE or Catholic Mutual waive any right they 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 PARISH, the ARCH/DIOCESE or Catholic Mutual.

8. This Agreement confers no right to use PARISH or ARCH/DIOCESE property. Permission to use PARISH or ARCH/DIOCESE property may be terminated at any time and shall be deemed terminated at the time use of the property discontinues; however, the representations, warranties and indemnity obligations contained herein shall survive termination of this Agreement.

9. The undersigned representative of the ORGANIZATION has authority to execute this Agreement and represents and warrants that it has advised every member of the ORGANIZATION of its contents.

**ORGANIZATION**

**PARISH**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
On Behalf of the ORGANIZATION

Signed: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_