

# DEED OF AGREEMENT

## CHAPLAINCY SERVICES IN SCHOOLS

Responsibility of: Legal Services  
Effective Date: December 2014  
Next Review Date: December 2015

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It is a requirement under the Department of Education's ('the Department') *Chaplaincy Services in Schools* policy that schools which engage the services of a school chaplain enter into a Deed of Agreement with the chaplain and the chaplain's employer.

The attached Deed of Agreement has been developed for use by schools implementing a chaplaincy program under the Australian Government funded *National School Chaplaincy Programme*.

In the event that a school intends to engage a chaplain under an alternative arrangement, the school should contact the Department's Legal Services Unit for assistance in developing an appropriate agreement applicable to that particular situation.

Schools are reminded that they must adhere to the requirements of the *Chaplaincy Services in Schools* policy and guidelines when engaging the services of a school chaplain.

**NORTHERN TERRITORY OF AUSTRALIA  
DEED OF AGREEMENT**

**THIS DEED** is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**BETWEEN:** **NORTHERN TERRITORY OF AUSTRALIA** as represented by the Department of Education [ABN 84 085 734 992] of Level 14, 55-59 Mitchell Street Darwin in the Northern Territory of Australia of the other part. ("**the Territory**")

**AND:** **the School Principal** [enter name of the principal (and/or the sector administration for non-government schools) and NT address of relevant school] ("**the School**")

**AND:** [enter name and NT address of legal entity of the Employing Agency] ("**the Provider**")

**AND** [enter full name of Chaplain] ("**the Chaplain**")

**WHEREAS:**

- A. The [insert name of school] ("the School") community has sought the provision of a school chaplain ("the Chaplain") for the School in accordance with the Australian Government funded *National School Chaplaincy Programme* ("the Programme").
- B. The School has received funding from the Territory to facilitate the provision of the Chaplain to the School under the Programme.

**NOW THIS DEED WITNESSES** as follows:

- 1. The parties agree that the Provider will provide the Chaplain to the School and that the Chaplain will act as the chaplain to the School in accordance with the terms and conditions of this Deed.
- 2. The Parties agree that the Provider will enter into a Service Agreement with the School (represented by the Principal) and will review this Service Agreement annually.
- 3. Whilst acting in the role of chaplain at the School, the Chaplain will be subject to the direction of the School Principal and the other members of the school leadership team.
- 4. The Provider warrants to the Territory that it has identified and selected the Chaplain in strict compliance with all of the guidelines and requirements of the Australian Government and as published from time to time by the Department.

5. Without limiting the generality of clause 4, the Provider warrants that it has complied with all requirements and qualifications of the Australian Government, the Territory and the Department and has otherwise used its best endeavours to ensure that the Chaplain is a fit and proper person to have contact with the students of the School, and in particular that the Provider has inspected:
  - i. a relevant and current police clearance in relation to the Chaplain; and
  - ii. a clearance notice issued to the Chaplain under section 187 of the *Care and Protection of Children Act*;and considered them in relation to the Chaplain's suitability to work with children.
6. The Provider undertakes to immediately advise the School in the event that it comes into possession of any information or if it receives any complaint about the Chaplain, whether in the course of his role as chaplain at the School or otherwise, which might in any way be relevant to his role as chaplain at the School or which might in any way reflect adversely on the Chaplain such that his status as a fit and proper person to be the chaplain as discussed at clause 5 above may be brought into question.
7. The Chaplain warrants that:
  - i. he has satisfied all of the requirements associated with the Programme as set out from time to time in the Territory's *National School Chaplaincy Programme General Information booklet*, including obtaining a relevant and current police clearance and a clearance notice issued under section 187 of the *Care and Protection of Children Act*;
  - ii. he has provided the documentation referred to in subclause (i) to the Provider and the School;
  - iii. he possesses the appropriate qualification(s) for the provision of chaplaincy services under the Programme;
  - iv. there is no reason why he is not a fit and proper person to perform the role of chaplain in the School;
  - v. he has executed and will act in accordance with the Code of Conduct set out in the Territory's *National School Chaplaincy Programme General Information booklet*
8. Where any party has concerns in relation to this agreement, including the role played by the Chaplain, then the parties agree to use their best endeavours to work closely to bring those concerns to the attention of the other parties and to attempt to resolve those concerns as quickly as possible.
9. Notwithstanding anything in this agreement, the parties agree that the Territory may request that the Chaplain discontinue his role as chaplain at the School, either temporarily or permanently, if the Territory on reasonable grounds has concerns as to the Chaplain's performance and/or in relation to issues arising under the *Chaplaincy Service in Schools* policy and guidelines. Where such a request is made to the Provider by the Territory, then subject to the proviso

that the Territory is to afford natural justice to the Provider and the Chaplain, the Provider will give effect to that request.

10. The Provider agrees that where the Territory makes a request pursuant to clause 9 of this Deed, and where giving effect to the request may result in the Provider incurring costs, those costs shall be solely the responsibility of the Provider and that the Territory denies any and all liability in relation to such costs.
11. The Chaplain agrees that he will maintain strict confidentiality in relation to information about:
  - i. the School including its operations, staff, students and parents that becomes known to him by way of being at the School generally; and;
  - ii. the School including its operations, staff, students and parents that becomes known to him by way of providing the chaplaincy service at the School;

except where the Chaplain is required to disclose information as required by law, including but not limited to any relevant child protection legislation or in compliance with any relevant policy of the Territory including but not limited to the Department's *Chaplaincy Service in Schools* policy.

12. The Chaplain agrees that he will not provide services in the nature of teaching or counselling.
13. The Territory and/or the School will not be liable in any event for any damages resulting from any loss or consequential damages that the Provider and/or the Chaplain may suffer as a result of delivering the chaplaincy services and this limitation of the Territory's and/or the School's liability applies regardless of the form of any action, claim or proceeding brought by the Provider and/or the Chaplain or any other person against the Territory and/or the School.
14. The Provider indemnifies the Territory and the School, its employees, contractors, agents from and against all and any actions, proceedings, claims, demands, losses, penalties, liabilities, damages, costs and expenses (including reasonable legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties) which may be made, arise against or sustained by the Territory, the School, the Provider or the Chaplain in connection with this Agreement. Any liability of the provider to indemnify the Territory and the School will be reduced in proportion to the extent that any fault on the part of the Territory or the School contributed to or caused the relevant actions, proceedings, claims, demands, losses, penalties, liabilities, damages, costs and expenses (including reasonable legal fees on a solicitor/client basis and

disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

- 15. This deed commences on **[insert date of commencement]** and ends on **[insert date of expiration]**.
- 16. During the term of this deed, the Provider will maintain appropriate workers' compensation, public liability and professional indemnity insurance in relation to the activities of the Chaplain at the School and will produce certificates of currency in relation to the policies of insurance for inspection by the Territory upon request.
- 17. This deed does not create, nor do the parties intend it to create, a relationship in the nature of employer/employee between the Territory and the Chaplain and/or the School and the Chaplain.
- 18. In this deed, unless the contrary intention appears:
  - i. words in the singular include the plural and vice versa; and
  - ii. words importing a gender include the other gender.
- 19. A waiver of any provision of or right under this Deed must be in writing, signed by the party or parties entitled to the benefit of that provision or right, and is effective only to the extent set out in that written waiver.
- 20. A variation to this Deed is not valid unless in writing and signed by all parties.
- 21. This Deed constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes any previous Deeds, Agreements or understandings.
- 22. If a court determines that a word, phrase, sentence, paragraph or provision in this Deed is unenforceable, illegal or void then it will be severed and the other provisions of this Deed will remain operative.
- 23. This Deed will be construed and interpreted in accordance with the laws of the Northern Territory of Australia and the parties agree to submit to the jurisdiction of the courts of the Northern Territory.

**EXECUTED AS A DEED** on the date first herein mentioned.

SIGNED, SEALED AND DELIVERED        )  
 for and on behalf of the **Northern**        )  
**Territory of Australia**, pursuant to a delegation made under the  
*Contracts Act* by  
**Executive Director School Support Services)** .....  
 in the presence of:                                )        MAREE GARRIGAN

