

National School Chaplaincy Program

DEED OF AGREEMENT 2019

Schools must adhere to the requirements of the [Chaplaincy Services in Schools Policy and Guidelines](#) when engaging the services of a school chaplain.

It is a requirement under this policy and guidelines that schools which engage the services of a 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 Program.

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 (legal.det@nt.gov.au) for assistance in developing an appropriate agreement.

**NORTHERN TERRITORY OF AUSTRALIA
DEED OF AGREEMENT 2019**

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 Program* ("**the Program**").
- B. The School has received funding from the Territory to facilitate the provision of the Chaplain to the School under the Program.

NOW THIS DEED WITNESSES as follows:

- 1. This agreement commences on [insert date of commencement] and ends on [insert date of expiration].
- 2. 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 agreement.
- 3. The Parties agree that the Provider will enter into an agreement with the School (represented by the Principal) and will review this agreement annually.
- 4. Whilst acting in the role of chaplain at the School, the Chaplain will be subject to the direction of the Principal and the other members of the school leadership team.

5. 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 Territory.
6. Without limiting the generality of clause 4, the Provider warrants that it has complied with all requirements and qualifications of the Australian Government and the Territory, 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;
 - 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.
7. 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 their role as chaplain at the School or otherwise, which might in any way be relevant to the 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.
8. The Chaplain warrants that:
 - i. they have satisfied all of the requirements associated with the Program as set out in the in the National School Chaplaincy Program Project Agreement 2019-2022 and from time to time in the Territory's *National School Chaplaincy Program Handbook*;
 - ii. they provided the documentation referred to in subclause (i) to the Provider and the School;
 - iii. they provided the documentation to demonstrate appropriate qualification(s) for the provision of chaplaincy services under the Program;
 - iv. there is no reason why they are not a fit and proper person to perform the role of chaplain in the School;
 - v. they have executed and will act in accordance with the Code of Conduct set out in the Territory's *National School Chaplaincy Program Handbook*.
9. 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.

10. Notwithstanding anything in this agreement, the parties agree that the Territory may request that the Chaplain discontinue their 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.
11. The Provider agrees that where the Territory makes a request pursuant to clause 9 of this agreement, 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.
12. The Chaplain agrees that they will maintain strict confidentiality in relation to information about:
 - i. the School, including its operations, staff, students and parents, that becomes known to them by way of being at the School generally;
 - ii. the School, including its operations, staff, students and parents, that becomes known to them by way of providing the chaplaincy service at the School;
 - iii. 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 and Guidelines.
13. The Chaplain agrees that they will not provide services in the nature of teaching or counselling.
14. 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.

15. 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).
16. During the term of this agreement, 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 to the Territory upon request.
17. This agreement 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 agreement, unless the contrary intention appears words in the singular include the plural and vice versa.
19. A waiver of any provision of or right under this agreement 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 agreement is not valid unless in writing and signed by all parties.
21. This agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes any previous agreements or understandings.
22. If a court determines that a word, phrase, sentence, paragraph or provision in this agreement is unenforceable, illegal or void then it will be severed and the other provisions of this agreement will remain operative.
23. This agreement 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:

Signature of General Manager,
Student Wellbeing and Inclusion

Sue Beynon

Date:

Signature of Witness

Name of Witness

Date:

SIGNED, SEALED AND DELIVERED by the **Principal** of [insert name of school]:

Signature of Principal

Name of Principal

Date:

Signature of Witness

Name of Witness

Date:

SIGNED, SEALED AND DELIVERED For and on behalf of the **Provider** (insert name of Provider):

Signature of Provider

Name of Provider

Date:

Signature of Witness

Name of Witness

Date: