

SERVICE LEVEL AGREEMENT

THIS AGREEMENT is made BETWEEN:

Waterford Volunteer Centre, a limited company and Registered Organisation (for Garda Vetting purposes) whose principal office is at 21 O'Connell Street, Waterford and;

All Affiliate Organisations registered for the purpose of Garda Vetting, hereinafter called 'Relevant Organisation'.

The agreement is in effect from July 2nd, 2025, until further notice.

Section 1 MAIN AGREEMENT

Definitions

In this Agreement the following words and phrases shall have the following meanings:

"Registered Organisation" shall mean Waterford Volunteer Centre – who is nominated to apply for and receive vetting applications on behalf of the Relevant Organisation.

"Liaison Person" shall mean the named and trained individual within the Registered Organisation who receives all vetting enquiries, processes forms to the National Vetting Bureau and receives vetting disclosures directly from the National Vetting Bureau.

"Relevant Organisation" means the organisation in part B above that is using the services of the Registered Organisation to obtain Garda Vetting for their staff / volunteers.

"Garda Vetting Officer" means the individual identified by the Relevant Organisation who will act as direct contact with the registered organisation. All correspondence and communication will go through this person only.

"Validator" means the person in the Relevant Organisation who has checked the identity and address of vetting subjects.

NOW IT IS AGREED AS FOLLOWS:

1. Obligations of Parties

- 1.1. This Agreement will endure for as long as the terms and conditions meet in full the requirements as set out in the NATIONAL VETTING BUREAU (CHILDREN AND VULNERABLE PERSONS) ACT 2012 REVISED (Updated to 2 April 2025), or until the Garda National Vetting Bureau shall direct.
- 1.2. Each party confirms that it has the full power, capacity and authority to enter into and perform this Agreement and the execution and performance of this Agreement does not conflict with or constitute a breach of any contract or agreement of any kind to which it is a party.

- 1.3. The Registered Organisation is obliged to provide an organised and competent service to the Relevant Organisation, providing support and processing vetting applications in a speedy and organised manner.
- 1.4. The registered Organisation cannot provide guarantees for the time it will take to process a vetting application, as each application is different. The time taken will depend on such determinants as:
 - 1.4.1. The nature of the role (roles involving children can take longer).
 - 1.4.2. The number of jurisdictions that vetting subjects have lived in.
 - 1.4.3. The number of applications in the system at any given time.
 - 1.4.4. The availability of staff at the Volunteer Centre to process applications.
- 1.5. The Relevant Organisation is responsible for determining which roles in their organisation are doing RELEVANT WORK and therefore require to be vetted.
- 1.6. The Relevant Organisation will ensure that all people who are doing RELEVANT WORK have been vetted before they commence their work.
- 1.7. The Relevant Organisation is obliged to provide the required information to the Registered Organisation as set out in the provisions of the vetting act and in this agreement, in order for the Registered Organisation to carry out its role.
- 1.8. All vetting applications will be made through the Waterford Volunteer Centre E-Vetting Portal.
- 1.9. The Registered Organisation can refuse to process a vetting application made by an affiliate on the following grounds:
 - 1.9.1. Based on the information provided, the role does not meet the criteria as set out in Schedule 1, Part 1 and Part 2 of the Act.
 - 1.9.2. The Inviter Form (NVBI) has not been completed correctly.
 - 1.9.3. The proofs of identity and address do not meet the standard as set out in Section 6 below.
- 1.10. If incomplete or incorrect information is supplied in any documentation, the Relevant Organisation will be required to submit a new vetting application.

2. Legal responsibility

- 2.1. The Relevant Organisation gives an undertaking to comply with the statutory requirements as outlined in the National Vetting Bureau (Children and Vulnerable Persons) Act 2012 Revised (Updated to 2 April 2025) in respect of all applications made to Waterford Volunteer Centre and all data received via Waterford Volunteer Centre from the National Vetting Bureau.
- 2.2. The Relevant Organisation will follow any guidance or advice from the National Vetting Bureau or any of its departments.
- 2.3. It is the responsibility of the Relevant Organisation to demonstrate that the roles they submit to the Registered Organisation are RELEVANT WORK, in accordance with Schedule 1, Part 1 and Part 2 of the NATIONAL VETTING BUREAU (CHILDREN AND VULNERABLE PERSONS) ACT 2012 REVISED (Updated to 2 April 2025).
- 2.4. The Registered Organisation is required to ensure to its own satisfaction that role descriptions meet the criteria as set out in Schedule 1, Part 1 and Part 2 of the Act, and may refuse an application by the Relevant Organisation to vet a role, if they deem that it is not RELEVANT WORK.
- 2.5. In the event that the Relevant Organisation decides to challenge a decision by the Registered Organisation to refuse a vetting application, the Registered Organisation may

request from the Relevant Organisation a statement from the Garda National Vetting Bureau Compliance Department confirming that the role is relevant work as described in the Act.

- 2.6. The Relevant Organisation recognises that any failure and / or neglect to observe legal requirements in respect of Garda Vetting procedures may result in the Relevant Organisation engaging in a criminal offence.

3. Garda Vetting Officer and Committee

- 3.1. Each relevant organisation will appoint a Garda Vetting Officer who will be the principal point of contact between the Liaison person in the Registered Organisation and the Relevant Organisation.
- 3.2. The Relevant Organisation will have a Garda Vetting Committee, comprised of a minimum of two people, one of whom will be a Garda Vetting Officer. The committee will be responsible for (a) assessing which role holders carry out relevant work, (b) for vetting applications where the Garda Vetting Officer is to be vetted, and (c) for decision-making regarding vetting disclosures.
- 3.3. Prior to commencing the vetting service, the Garda Vetting Officer will attend a training session with Waterford Volunteer Centre where they will be made aware of their obligations as a Vetting Affiliate. Any Garda Vetting Committee member who will act in lieu of the Garda Vetting Officer must also undertake mandatory training.
- 3.4. From time to time, the Garda Vetting Officer and Committee will be required to undertake training / information sessions in relation to changes to legislation or the e-vetting process.
- 3.5. The Registered Organisation is required by the National Vetting Bureau to certify that all affiliate vetting officers have been adequately trained.

4. Change of Garda Vetting Officer

- 4.1. The Relevant Organisation will inform the registered organisation in writing if there is a change to the Garda Vetting Officer in advance of the change.
- 4.2. The new Garda Vetting Officer will attend a training session with Waterford Volunteer Centre prior to taking up their duties. Access will not be given to the E-Vetting system or the relevant organisations Garda Vetting email account until training has been completed.

5. Confidentiality

- 5.1. The Relevant Organisation recognises that all information received in respect of a vetting subject is for the sole use of the Relevant Organisation.
- 5.2. The Relevant Organisation understands that all data received will be managed and protected within the statutory provision of the Data Protection Acts, GDPR and any other legislation that may be enacted in respect of Data Protection and under the National Vetting (Children and Vulnerable Persons) Act 2012/2024 and hereby undertakes to comply with all relevant statutory provisions in this regard (see Section 2 of this Agreement).
- 5.3. The Relevant Organisation understands that breach of confidentiality may result in the registered organisation revoking the service.
- 5.4. The Registered Organisation also commits to protecting all data in relation to vetting subjects in a confidential manner as provided for in the Data Protection Acts 1988 and 2003 and GDPR.

- 5.5. All communications in relation to vetting will only take place between the Liaison Person in the registered organisation and the Garda Vetting Officer in the relevant organisation.
- 5.6. Members of the Garda Vetting Committee will be bound by the same confidentiality rules as the Garda Vetting Officer.
- 5.7. This clause shall survive the termination of this agreement.

6. Establishment of Identity

- 6.1. It is the legal responsibility of the Relevant Organisation to establish the identity of the vetting subject as set out in the Acts, prior to any vetting application being submitted.
- 6.2. Establishment of identity requires proofs of:
 - 6.2.1. Full name of vetting subject.
 - 6.2.2. Date of birth.
 - 6.2.3. Full current address. Proof must be dated and no more than six months old and match the information on the NVB1 form. It must clearly identify the issuing organisation, company or authority.
 - 6.2.4. Photographic identity, either an Irish Driving Licence or Passport.
- 6.3. A separate guidance document will be provided, detailing acceptable documents for the purpose of identity verification.
- 6.4. Any error or omission in the submission of required information that requires a Vetting Invitation to be cancelled and re-submitted will incur a new charge, equal to the original fee.

7. Record Keeping

- 7.1. The Relevant Organisation will keep the signed NVB1/NVB3 form and copies of the proofs of identity and address for the length of time the volunteer is with the organisation, or until the vetting subject is re-vetted.
- 7.2. The signed original NVB1 form must be retained for a minimum of six months after a vetting disclosure has been issued. After six months it will be sufficient to store it in digital form.
- 7.3. For each vetting application the relevant organisation must record (a) the name of the Validator; that is, the person who has seen the physical and original proofs of identity and address, (b) the type of documents presented and (c) when they were verified. This will be recorded on the Identity Document Validation Form, which is appended to the NVB1 Vetting Invitation form.
- 7.4. On receipt of a vetting disclosure, a copy must be made available to the vetting subject on request. Otherwise, there is no legal obligation to retain a vetting disclosure.
- 7.5. The Relevant Organisation undertakes to destroy all vetting records once the volunteer/CE Worker/employee has left the organisation.

8. Decision Making Process

- 8.1. Where a vetting disclosure is made, the Relevant Organisation follows their own decision-making process regarding the suitability of the vetting applicant for volunteering or employment.
- 8.2. The Relevant Organisation will have an internal Garda Vetting policy in place to assist in making fair, balanced and equitable decisions in relation to the suitability or not of applications for volunteering or paid staff roles.

9. Quality Control

- 9.1. It is the Relevant Organisation's responsibility to ensure that correct and accurate information is supplied through the E-Vetting Portal. This information must accurately reflect the information on the NVB1 and/or NVB3 form completed by the vetting subject.
- 9.2. Any errors or omissions in the application are solely the responsibility of the Relevant Organisation.
- 9.3. The Registered Organisation will, from time to time, request copies of NVB1 forms and proofs of identity and address.
- 9.4. In the event that the proper documentation has not been collected or is not forwarded upon request, the Registered Organisation reserves the right to withdraw the service.
- 9.5. Any documentation collected by the Registered Organisation during spot checks will be treated in line with Data Protection and GDPR regulations and will be held no longer than necessary to ensure compliance by the Relevant Organisation.

10. Payment

- 10.1. The Relevant Organisation shall pay the registered organisation a fee per form.
- 10.2. The cost of Garda Vetting is outlined in a schedule of charges issued by Waterford Volunteer Centre (see Appendix 1 below).
- 10.3. The affiliate shall be invoiced each quarter for all forms processed in the 3 months previous to invoice.
- 10.4. Waterford Volunteer Centre reserves the right to adjust the fee structure in the event of changes to processing costs. Any change will be notified to the affiliate a minimum of 3 months in advance.
- 10.5. In the event that the Relevant Organisation supplies incorrect information regarding vetting candidates, necessitating the cancellation and resending of a vetting invitation, one alteration is permissible per application. Any further errors requiring resending of the vetting invitation will be counted as a new application and charged at the full rate.

11. Termination

- 11.1. The Relevant Organisation may terminate this agreement at any time, unless there is any outstanding invoice or debt, in which case it will not be terminated until all outstanding fees are paid.
- 11.2. The Registered Organisation may terminate this agreement if any of the following events occur:
 - 11.2.1. The Relevant Organisation does not pay its debts as they fall due.
 - 11.2.2. The Relevant Organisation breaches confidentiality as set out in section 5 and takes no steps to address the breaches of confidentiality.
 - 11.2.3. The Registered Organisation becomes aware that the affiliate is in breach of any of the terms of this Service Level Agreement.
- 11.3. Prior to any termination of service, the Registered Organisation will engage with the Relevant Organisation to address the issues set out in 11.2.

12. Amendment of this Agreement

- 12.1. This agreement is subject to alterations that may be dictated by updates to the NATIONAL VETTING BUREAU (CHILDREN AND VULNERABLE PERSONS) ACT 2012 REVISED (Updated to 2 April 2025), changes to requirements of the Garda National Vetting Bureau, and policy reviews on the part of the Waterford Volunteer Centre. Affiliates will be notified in advance of all alterations to the agreement and will have an opportunity to withdraw from it if they are unable to agree to the new terms.

APPENDIX 1: SCHEDULE OF CHARGES FOR GARDA VETTING

Valid from July 2nd, 2025

The administration fees as set out by the Waterford Volunteer Centre, as of the 1st January 2024, are as follows:

Volunteers of organisations registered with the Waterford Volunteer Centre

Volunteer Vetting Fee: €7.50 per candidate.

Employees of organisations registered with the Waterford Volunteer Centre

Employee Vetting Fee: €15.00 per candidate.

Community Employment Schemes

CE Scheme workers: €15.00 per candidate.

Billing

Invoices for payment will be sent periodically, depending on the frequency of service usage, on a quarterly or biannual basis.