**Note: It is anticipated that this Joint Agreement will be used solely for the purposes of facilitating employees of group nursing homes, with different legal entitles in the group, working in a different legal entity of the group from time to time. This sample Joint Agreement is for guidance purposes only and does not constitute legal advice. Members should always seek appropriate legal advice when entering into any contract.**

**THIS AGREEMENT** dated \_\_\_\_\_\_ day of \_\_\_\_\_\_ 20

 **BETWEEN**

1. **[insert details]** having its registered office at **[insert details]** , hereinafter referred to as the “**First Organisation**”, and
2. **[insert details]** having its registered office at **[insert details]**, hereinafter referred to as the “**Second Organisation**”.

The First Organisation and the Second Organisation will be collectively referred to as “**the Parties**”.

“**Relevant work or activities**” shall be construed in accordance with Part 2 of Schedule 1 of the National Vetting Bureau (Children and Vulnerable Persons) Acts 2012 to 2016.

**WHEREAS**

Section 12.3(A) of the National Vetting Bureau (Children and Vulnerable Persons) Acts 2012 to 2016 (“**the Acts**”) allows for such sharing of information as follows:

Where two or more relevant organisations jointly agree in writing to the employment, contracting, permitting or placement of a person to undertake relevant work or activities, it shall be a defence in any proceedings brought against a person for an offence under subsection (2) to show that another relevant organisation who was party to the agreement received a vetting disclosure in respect of the employment, contract, permission or placement of the person concerned.

This Agreement is made to comply with the requirements of section 12 of the Acts and sets out the arrangements for obtaining Garda vetting disclosures (“**the Disclosures**”) from the National Vetting Bureau and the sharing of information obtained through the Disclosures, to enable employees of the Parties to undertake relevant work or activities in each other’s organisation.

In recognition of their respective obligations under the Acts, the Parties **AGREE** as follows:-

1. Where either of the Parties is a “Relevant Organisation” for the purposes of the Acts, that party shall conduct all vetting on their employees, and comply with all legal obligations, as required by the Acts.
2. Where any employee (“**the Personnel**”) of either of the Parties is required to undertake relevant work or activities for the other party, the party who is the “Relevant Organisation” for the purposes of the Acts, will ensure that the Personnel provided have the Disclosures and meet all criteria as set out in this Agreement and the Acts.
3. The party who is the “Relevant Organisation” for the purposes of the Acts, (the “**Vetting Party**”), will, in accordance with the provisions of this Agreement, share a copy of the Disclosures with the other party, for whom the Personnel is required to undertake relevant work or activities, and will make the Disclosures available to the Personnel under section 16 (1) of the Acts.
4. The Personnel will not be allowed to commence relevant work or activities for either of the Parties until such time as the Disclosures have been received, shared and considered by the Parties.
5. In addition to the Garda vetting consent requirements, the Personnel will be required to fill out a consent form agreeing to the sharing of the Disclosures between the Parties, in the form of the sample consent form attached at **Appendix 1** of this Agreement.
6. Upon receipt of the Disclosures from the Vetting Party, the other party shall be responsible for assessing the suitability of the Personnel for the relevant work or activities. The other party reserves the right to seek additional information from the Vetting Party for the purposes of the Acts, in relation to references, employment history, qualifications, professional registrations and appropriate training for the purposes of satisfying itself as to such suitability.
7. Records relating to the Disclosures will be maintained by the Parties in line with relevant data protection legislation and the Parties’ relevant data retention policies and procedures.
8. It is agreed between the Parties that a common approach and criteria for risk assessment and evaluation of the Personnel with disclosure of criminal record or specified information will be taken by the Parties in accordance with the provisions set out in any vetting policies of the Parties. [[1]](#footnote-1)
9. It is agreed between the Parties that a common approach to re-vetting will be taken by the Parties in accordance with the provisions set out in any vetting policies of the Parties.
10. It is agreed between the Parties that a common approach to Personnel being required to report changes in criminal record, case pending or specified information status and follow-up of same will be taken by the Parties in accordance with the provisions set out in any vetting policies of the Parties.
11. The Vetting Party also agrees to obtain a police clearance certificate in relation to criminal records from other countries of residence for Personnel, where applicable. Personnel will not be allowed to commence relevant work or activities until such time as the relevant police clearance certificates have been received, shared and considered by the other party.
12. Any liability arising under the Acts rests with the Vetting Party. The Vetting Party shall indemnify and keep indemnified the other party against any and all losses suffered or incurred by the other party on foot of the Vetting Party not having complied with its obligations under the Acts. The Vetting Party will also be liable for any other damage that may be recoverable by other parties on foot of the Vetting Party not having complied with its obligations under the Acts.
13. The Parties agree that they will co-operate with each other in a timely fashion in the event of any regulatory or other investigations relating to the Parties’ obligations under the Acts.
14. The Parties agree to assist each other in any threatened or actual litigation, relating to the subject of this Agreement, where one party has possession or knowledge of any facts or other matters which the other party considers relevant to such legal proceedings.

**IN WITNESS OF WHICH** the Parties have executed this Agreement on the date first written above, and each signatory represents and warrants to the party (other than that which he or she represents) that he or she has the authority to sign on behalf of the Party which he or she purports to bind.

Signed For and on Behalf of **[insert details]**

Name (Please Print)

Title

Signed For and on Behalf of **[insert details]**

Name (Please Print)

Title

**Appendix 1**

**Consent Form**

I, **[insert details]** give my consent for a Garda vetting check to be conducted to enable me to carry out relevant work relating to children and vulnerable adults as defined in the National Vetting Bureau (Children and Vulnerable Persons) Acts 2012 to 2016.

I understand that **Nursing Homes Ireland** is conducting the Garda vetting on behalf of **[insert details]** and I give my consent for the disclosure to be shared with appropriate representatives of **[insert details]** when considering my application to carry out relevant work.

I further give my consent for the disclosure to be shared by **[insert details]** with **[insert legal entity name of second nursing home with which the vetting disclosure will be shared]** to enable me to carry out relevant work and activities on behalf of both nursing homes where appropriate.

……………………………….

Signature of the applicant

……………………………….

Date

……………………………….

Witness

……………………………….

Date

1. For **points 8, 9 and 10** - Requirements from the Parties’ vetting policies in relation to such individuals should be inserted here [↑](#footnote-ref-1)