

PLAN EXHIBIT E

Non-Monetary Plan Provisions

Dated: 12/8/2025

**THE ROMAN CATHOLIC CHURCH OF THE ARCHDIOCESE
OF NEW ORLEANS' NON-MONETARY PLAN PROVISIONS
TO FOSTER CHILD PROTECTION AND PREVENT
CHILD SEXUAL ABUSE**

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A. PRELIMINARY STATEMENT

RCCANO¹ shall strive to become the “gold standard” in youth protection and Child Sexual Abuse prevention. RCCANO shall continue to clearly state that Child protection and the prevention of Child Sexual Abuse is of paramount importance. Accordingly, RCCANO will not compromise the protection of Children from Child Sexual Abuse and is committed to the care and well-being of survivors of abuse. To promote these goals, RCCANO will adopt and implement these Provisions on and after the Effective Date.

B. DEFINITIONS

The following terms have the meanings set forth below:²

1. “Additional Publications” means the print news publications identified in Section B of the “Publication Notice Program” attached as Exhibit G to the Bar Date Order.

2. “Adult Sexual Abuse” means offenses of a sexual nature that are (a) prohibited under applicable state or federal law, including but not limited to sexual battery, oral sexual battery, verbal sexual abuse, sexual manipulation, extortion or rape (of any degree), where such offenses were committed by an RCCANO Actor, against an individual who was eighteen (18) or more years of age at the time, but who is not a Vulnerable Adult at the time of the alleged acts, or (b) acts by Clergy that may not be criminal under state or federal law, but vitiate the knowing and informed consent of the victim.

3. “Adult Sexual Abuse Claim” means a Claim that alleges Adult Sexual Abuse and includes any Claim, report, charge, indictment, allegation, accusation, complaint, petition, contention, or assertion that (a) arises out of, is based on, results from, charges, depicts, describes, alleges, or otherwise concerns Adult Sexual Abuse, and/or (b) that seeks compensation, damages, costs, recompense, or reimbursement for injury, damage, harm, or loss that arises from, or results from Adult Sexual Abuse, which may include, without limitation, an Adult Sexual Abuse Proof of Claim.

¹ Capitalized terms used in this Article shall have the meanings ascribed to them in these Provisions.

² All defined terms in these Provisions apply equally both to the singular and plural forms of these terms as well as to their masculine and feminine forms. If there are any conflicts between these definitions and the Plan to which these Provisions are appended, the Plan language will control.

4. “Adult Sexual Abuse Claimant” means an individual who has filed, alleged, or otherwise asserted an Adult Sexual Abuse Claim, including, without limitation, any individual who filed an Adult Sexual Abuse Proof of Claim.

5. “Adult Sexual Abuse Proof of Claim” is a proof of claim filed in the Chapter 11 Case and that asserts an Adult Sexual Abuse Claim.

6. “Affiliate” means the Canon Law public juridic person (Code of Canon Law, cc. 113-123) and/or the secular entity organized under the laws of the State of Louisiana or any other state of the United States of America, for any of the following: (a) any parish or mission of RCCANO; and (b) any entity identified as one of the “Apostolates” in the Apostolate Verified Statement.

7. “Apostolate Verified Statement” means Exhibit “A” to the *Second Amended Verified Statement of the Apostolates Under Bankruptcy Rule 2019* [Doc. No. 1583] filed on June 10, 2022, in the Chapter 11 Case, as well as any subsequent amendment and/or supplement.

8. “Archbishop” means both the Roman Catholic Archbishop of RCCANO and the natural person (a) currently appointed (or confirmed) and serving as Roman Catholic Archbishop of RCCANO, who, as of the Effective Date is Gregory Michael Aymond, or (b) following the term of Archbishop Aymond, as well as any duly appointed or elected administrator of RCCANO pending the appointment of a new individual to serve as the Archbishop, and his duly appointed or elected successor.

9. “Bankruptcy Code” means Title 11 of the United States Code, as amended or supplemented, 11 U.S.C. § 101 *et seq.* (2023).

10. “Bankruptcy Court” means the United States Bankruptcy Court for the Eastern District of Louisiana.

11. “Bar Date Order” means the *Order Fixing Time for Filing Proofs of Claims; Approving Proof of Claim Forms; Providing for Confidentiality Protocols; and Approving Form and Manner of Notice* [Doc. No. 461] entered in the Chapter 11 Case on October 1, 2020.

12. “Canon Law” means the current promulgated *Code of Canon Law* (English Translation) to the canon law of the Roman Catholic Church as may be amended or promulgated during the term of these Provisions.

13. “Chapter 11 Case” means the voluntary case under Chapter 11 of the Bankruptcy Code commenced by RCCANO on May 1, 2020, in the Bankruptcy Court, and styled *In re The Roman Catholic Church of the Archdiocese of New Orleans*, Case No. 20-10846.

14. “Child” or “Children” has the meaning set forth in the Louisiana Children’s Code as of the Effective Date, or as it may be amended during the term of these Provisions, provided that, for purposes of these Provisions, the definition of “Child” or “Children” also includes the following individuals where the Louisiana Children’s Code would otherwise exclude such individuals from the definition of a “Child” or “Children”: (a) a legally-emancipated individual younger than

eighteen (18) years of age, (b) an individual eighteen (18) years of age or older who is a current enrolled student at a RCCANO School or Non-RCCANO School, or (c) a Vulnerable Adult.

15. “Child Protection Consultant” means one or more third-party experts in the field of Child Sexual Abuse prevention that is acceptable to both the Creditors’ Committee and RCCANO.

16. “Child Protection Consultant’s Retention Period” means the effective date of Child Protection Consultant’s retention through the date when the Child Protection Consultant issues a report and final recommendations.

17. “Child Sexual Abuse” includes any conduct that violates any Law Regarding Child Sexual Abuse where alleged to have been committed by any RCCANO Actor, against an individual who was a Child at the time, for the following acts or actions: (a) intentional touching of the individual’s intimate body parts (genitals, breasts, or buttocks) by such RCCANO Actor, intentional touching by the individual of the intimate body parts of such RCCANO Actor, showing pictures of the individual’s intimate body parts, or another individual’s intimate body parts (including the body parts of such RCCANO Actor), showing or describing pornography or making images of the individual while naked or engaged in any sexual activity, or any sexualized interaction that was made possible by the position of authority of such RCCANO Actor, or by the inducement of such RCCANO Actor; (b) sexual intercourse, simulated intercourse, masturbation, cunnilingus, fellatio, anal intercourse, or any intrusion, however slight, to the oral, genital or anal openings: (i) of the individual’s body by any part of the body of such RCCANO Actor, by any part of the body of another individual, or by any object used by such RCCANO Actor for this purpose; or (ii) of the body of such RCCANO Actor by any part of the individual’s body; (c) inappropriate and/or unwelcome intimate physical contact that infringes upon another’s personal, physical boundaries, including but not limited to groping, kissing, and/or extended hugging; or (d) grooming by or trying to create a special relationship of a sexual nature, including, but not limited to, any communications of a sexual or romantic nature, including communications expressing romantic love to the individual (as opposed to a salutation) or providing material resources or experiences that induce the individual into a sexual relationship with such RCCANO Actor.

18. “Child Sexual Abuse Claim” means a Claim that alleges Child Sexual Abuse and includes any Claim, report, charge, indictment, allegation, accusation, complaint, petition, contention, or assertion that (a) arises out of, is based on, results from, charges, depicts, describes, alleges, or otherwise concerns Child Sexual Abuse, and/or (b) that seeks compensation, damages, costs, recompense, or reimbursement for injury, damage, harm, or loss that arises from, or results from Child Sexual Abuse, which may include, without limitation, a Child Sexual Abuse Proof of Claim.

19. “Child Sexual Abuse Claimant” means an individual who has filed, alleged, or otherwise asserted a Child Sexual Abuse Claim, including, without limitation, any individual who filed a Child Sexual Abuse Proof of Claim.

20. “Child Sexual Abuse Proof of Claim” is a proof of claim filed in the Chapter 11 Case and that asserts a Child Sexual Abuse Claim.

21. “Child Sexual Abuse Reporting Obligations” has the meaning set forth in Section C.6.b of these Provisions.

22. “Church” means the Roman Catholic Church in the United States of America in communion with, and under the jurisdiction of, The Holy See, which includes, without limitation, RCCANO.

23. “Claim” has the meaning set forth in Bankruptcy Code § 101(5).

24. “Clergy” means the Archbishop and any other cardinal, metropolitan, archbishop, bishop, auxiliary bishop, regional bishop, titular bishop, vicar general, chancellor, episcopal vicar, vicar forane, dean of a deanery, archpriest, priest, prelate, simplex, pastor, prior, sub-prior, rector, parochial vicar, assistant pastor, associate pastor, deacon, vicar, director, counselor, chaplain, councilor, president, or master working in, serving in, or otherwise associated in any way with the RCCANO Parties with the permission of the Archbishop or his delegate; provided, however, such individual must be sacramentally ordained by the Church to the diaconate, whether or not incardinated to RCCANO.

25. “Confirmation Order” means any order entered in the Chapter 11 Case confirming any Plan pursuant to Bankruptcy Code § 1129; provided, however, such Confirmation Order must be acceptable to RCCANO.

26. “Creditors’ Committee” means the Official Committee of Unsecured Creditors of The Roman Catholic Church of the Archdiocese of New Orleans, appointed by the Office of the United States Trustee on May 20, 2020 [Doc. No. 94] in the Chapter 11 Case and reconstituted on October 8, 2020 [Doc. No. 478], June 7, 2022 [Doc. No. 1575], June 21, 2022 [Doc. No. 1618], and February 13, 2023 [Doc. No. 2081].

27. “Effective Date” means the date upon which a confirmed Plan in the Chapter 11 Case that is acceptable to RCCANO becomes effective in accordance with the Plan’s terms, any Confirmation Order, and the Bankruptcy Code.

28. “Eligible Documents” has the meaning set forth in Section D.1 of these Provisions.

29. “Federal Rules of Evidence” means the United States’ *Federal Rules of Evidence* (2023), as amended or supplemented.

30. “Individual” or “individual” means a natural person as distinguished from an artificial person such as a corporation, partnership, or limited liability company.

31. “IRB” means RCCANO’s Independent Review Board.

32. “Laity” means any lay faithful who serve one or more of the RCCANO Parties as an employee, or any volunteer recognized by one or more of the RCCANO Parties as serving in ministry to Children.

33. “Laws Regarding Child Sexual Abuse” has the meaning set forth in Section C.5(a)(i) of these Provisions.

34. “Legal Proceeding” means (a) any judicial, administrative, mediation, or arbitral action, (b) investigation, litigation, suit, proceeding, hearing before any Secular Governmental Authority, or (c) any appeal from any of the foregoing.

35. “Louisiana Children’s Code” means that *Louisiana Children’s Code Annotated* (2022), as amended or supplemented.

36. “Louisiana Code of Evidence” means the *Louisiana Code of Evidence Annotated* (2023), as amended or supplemented.

37. “Non-RCCANO School” means any private educational institution (day or residential) that provides instruction and/or care to individuals at any time from birth through Grade 12 (i.e., any nursery, primary, grammar, and/or secondary school) that is owned and operated within the geographic boundaries of RCCANO by (a) a Religious order, (b) a canonically erected parish or mission, or (c) an independent school that is recognized as catholic by the Archbishop.

38. “Plan” means the Chapter 11 plan for RCCANO and Additional Debtors confirmed in the Chapter 11 Case pursuant to the Confirmation Order that is acceptable to RCCANO.

39. “Privilege Claims” means any privilege, requirement of confidentiality, or exemption from disclosure or discovery of any kind under any applicable federal or state law, rule, regulation, decision, or directive, or under Canon Law or other Church policies and procedures, including, without limitation, any of the testimonial privileges described in Chapter 5 of the Louisiana Code of Evidence, or any federal privilege at common law reserved under Rules 501 and 502 of the Federal Rules of Evidence. This definition includes, but is not limited to, the lawyer-client privilege, the health-care provider privilege, the clergy-penitent privilege, the non-testifying expert privilege, mediation and/or other settlement negotiation privilege, and the work-product doctrine, unless the document is otherwise discoverable as a matter of law.

40. “Provisions” means these *Non-Monetary Plan Provisions to Foster Child Protection and Prevent Child Sexual Abuse*.

41. “RCCANO” means both the civil entity and the Canon Law juridic person (Code of Canon Law, cc. 113-123) identified as The Roman Catholic Church of the Archdiocese of New Orleans, on its voluntary petition for chapter 11 relief filed in the Chapter 11 Case, any predecessor or successor thereof, and any person (including the Archbishop or administrator of RCCANO) acting on behalf of RCCANO and/or in RCCANO’s stead.

42. “RCCANO Actor” means any individual for whom RCCANO is legally responsible, including but not limited to any Clergy, former Clergy, Religious or Laity while such individual is engaged in any activity or ministry for RCCANO or a RCCANO Party.

43. “RCCANO Parties” means (a) RCCANO, (b) any Affiliate that is the beneficiary of a channeling injunction, exculpation, or discharge as a Protected Party under the Plan and Confirmation Order, and (c) any Religious order that is a beneficiary of a channeling injunction, exculpation, or discharge under the Plan and Confirmation Order.

44. “RCCANO Publications” means (a) *The Clarion Herald* (i.e., the official RCCANO newspaper), (b) all magazines, bulletins, newspapers, newsletters, or other publications published, sold, and/or distributed by RCCANO, and (c) any social media accounts (e.g., Facebook, X (formerly Twitter), or Instagram) or websites owned, maintained, hosted, and/or controlled by RCCANO.

45. “RCCANO School” means any private educational institution (day or residential) that provides instruction and/or care to individuals at any time from birth through Grade 12 (i.e., any nursery, primary, grammar, and/or secondary school) and that is, or was, owned and operated as an administrative unit of RCCANO.

46. “RCCANO Website” means <https://nolacatholic.org/>, or any successor thereto.

47. “Religious” means any individual whom an archbishop, bishop, the Holy See, religious superior, or other authority of the Church has appointed to, considered, treated, or determined to be a member of a Church institute of consecrated life or society of apostolic life society, house, or order and should be treated as religious, and includes but is not limited to, a nun, perpetually professed, religious brother, religious sister, superior, major superior, prior, abbot, abbot primate, abbot superior, supreme moderator, superior of a monastic congregation, provincial, prior provincial, provincial superior, supreme superior, monk, member of an institute of consecrated life or society of apostolic life, or consecrated hermit, and may include a cardinal, metropolitan, archbishop, bishop, auxiliary bishop, regional bishop, titular bishop, vicar general, chancellor, episcopal vicar, vicar forane, dean, archpriest, priest, prelate, simplex, pastor, prior, sub-prior, rector, parochial vicar, assistant pastor, associate pastor, deacon, vicar, or chaplain, and includes any diocesan right institutes of consecrated life and societies of apostolic life.

48. “Report Regarding Clergy Abuse” means the report on the RCCANO Website, currently at <https://nolacatholic.org/2018-report>, as the same may be supplemented.

49. “Secular Governmental Authority” means any federal, state, local, or foreign government (other than The Holy See) or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any secular arbitrator, secular court, or secular tribunal of competent jurisdiction.

50. “Secular Law-Enforcement” means any federal, state, local, or foreign law enforcement department, agency, division, or other secular policing authority that is responsible for enforcing laws, investigating crimes, making arrests, maintaining public order, and managing public safety.

51. “Settlement Trust” means The Archdiocese of New Orleans Settlement Trust created in accordance with the Plan and Confirmation Order.

52. “Settlement Trust Advisory Committee” means the committee appointed pursuant to the Plan and Confirmation Order.

53. “Settlement Trustee” means the individual appointed pursuant to the Plan to be the Trustee of the Settlement Trust.

54. “Sexual Abuse” means Adult Sexual Abuse and Child Sexual Abuse.
55. “Sexual Abuse Claim” means Adult Sexual Abuse Claim or Child Sexual Abuse Claim.
56. “Sexual Abuse Claimant” means Adult Sexual Abuse Claimant or Child Sexual Abuse Claimant.
57. “Sexual Abuse Proof of Claim” is a proof of claim filed in the Chapter 11 Case and that asserts a claim based on Sexual Abuse.
58. “Third-Party Child Protection Audit” has the meaning set forth in Section C.5(a) and (b) of these Provisions.
59. “Third-Party Child Protection Auditor” has the meaning set forth in Section C.5(b) of these Provisions.
60. “Third-Party Child Protection Audit Report” has the meaning set forth in Section C.5(c) of these Provisions.
61. “USCCB” means the United States Conference of Catholic Bishops, the episcopal conference of the Church in the United States of America.
62. “*USCCB Charter*” means UNITED STATES CONFERENCE OF CATHOLIC BISHOPS, CHARTER FOR THE PROTECTION OF CHILDREN AND YOUNG PEOPLE adopted in 2002 and amended thereafter (last rev. June 2018), as adopted by RCCANO.
63. “*USCCB Essential Norms*” means U.S. CONFERENCE OF CATHOLIC BISHOPS, ESSENTIAL NORMS FOR DIOCESAN / EPARCHIAL POLICIES DEALING WITH ALLEGATIONS OF SEXUAL ABUSE OF MINORS BY PRIESTS OR DEACONS (May 5, 2006, as adopted by RCCANO).
64. “*Vademecum*” means DICASTERY FOR THE DOCTRINE OF THE FAITH, *VADEMECUM: ON CERTAIN POINTS OF PROCEDURE IN TREATING CASES OF SEXUAL ABUSE OF MINORS COMMITTED BY CLERICS* (July 16, 2020).
65. “*Vos Estis Lux Mundi*” means SUPREME PONTIFF FRANCIS, APOSTOLIC LETTER ISSUED MOTU PROPRIO: *VOS ESTIS LUX MUNDI* (March 25, 2023).
66. “Vulnerable Adult” means an individual who (a) is eighteen (18) years of age or more, (b) cannot physically or mentally protect themselves, and (c) lacks the capacity to consent. Capacity to consent, as used herein, means the ability to understand and appreciate the nature and consequences of making decisions concerning one’s person.
67. “YPA” has the meaning set forth in Section C.3 of these Provisions, and who is trained and experienced in the fields of Child protection and the treatment of survivors of Child Sexual Abuse.
68. “YPE” has the meaning set forth in Section C.4 of these Provisions.

C. POLICIES AND PROCEDURES

1. Child Protection Consultant.

a. Retention of Child Protection Consultant and Child Sexual Abuse Policy and Procedure Review. On or before the Effective Date, RCCANO will retain a “Child Protection Consultant” who is acceptable to the Creditors’ Committee and RCCANO as reflected in an express written consent document. During the Child Protection Consultant’s Retention Period, the Child Protection Consultant will provide detailed recommendations for improving and revising the current RCCANO policies and procedures regarding Child Sexual Abuse. The scope of review and report will include updates to the RCCANO Parties’ existing policies and procedures regarding: (i) Child-protection training and training materials; (ii) procedure and process for the investigation and reporting any allegations of Child Sexual Abuse including, by way of example, implementation of protocols and other measures to be followed after a Child Sexual Abuse allegation has been received; (iii) the handling of Child Sexual Abuse Claims, including communications and interactions with survivors of Child Sexual Abuse; (iv) the enforcement of existing policies and procedures regarding Child Sexual Abuse; (v) the background-check requirements for all RCCANO Actors (other than where an individual is, as more fully described in the Louisiana Children’s Code, the parent or legal guardian of the Child with whom he or she has such contact); and (vi) any appropriate credentials for RCCANO employees who interact with survivors who report Child Sexual Abuse.

Subject to the Child Protection Consultant’s entering into a form of confidentiality agreement mutually acceptable to the Creditors’ Committee and RCCANO, during the Child Protection Consultant’s Retention Period, the Child Protection Consultant will have full access to the RCCANO Parties’ records, policies and procedures from January 1, 2000 forward regarding

Child Sexual Abuse, regardless of any claims of confidentiality of such records, policies and procedures, and including, but not limited to, all documents provided to the Creditors' Committee in any way related to Child Sexual Abuse and the Eligible Documents described in Section D "Transparency" below. The RCCANO Parties will make all their Clergy and current employees available for interviews upon reasonable request by the Child Protection Consultant during the Child Protection Consultant's Retention Period. The Child Protection Consultant shall also consider all materials submitted for review by the Creditors' Committee, Child Sexual Abuse Claimants, and the Settlement Trustee, and their counsel, and conduct personal interviews, subject to the consent of the submitting party. After completing consideration, the Child Protection Consultant shall provide all considered information to RCCANO upon request.

b. Publication of Child Protection Consultant's Report and Recommendations.

The Child Protection Consultant will provide the RCCANO Parties and the Settlement Trustee with a preliminary report and recommendations. The RCCANO Parties shall have a maximum of ninety (90) days to review and discuss this report and recommendations with the Child Protection Consultant, after which the report and recommendations must be finalized. RCCANO will thereafter promptly publish, on its website and in all RCCANO Publications, a link to the Child Protection Consultant's final report and recommendations.

Within ninety (90) days after receipt of the Child Protection Consultant's final report and recommendations, the Archbishop, after consulting with the YPE, the IRB and the YPA, will determine what revisions or additions will be made to RCCANO's existing policies and procedures after reviewing the Child Protection Consultant's final report and recommendations. Thereafter, RCCANO will publish a website link or links to any revised and/or updated RCCANO Parties' policies and procedures made in response to such final report and recommendations.

2. Independent Review Board.

RCCANO maintains an IRB pursuant to the requirements of the USCCB Essential Norms. For currently serving members of the IRB, the background or experience that led to the individual's service on the IRB shall be posted on the RCCANO Website at all times, under a clearly visible tab designated for "Child and Youth Protection." No IRB member shall serve longer than ten (10) years from the Effective Date. Prior to serving, all incoming IRB members shall be required to take the RCCANO course (at RCCANO's expense) that entitles an individual to become safe environment certified.

Although not required by the USCCB Essential Norms, RCCANO currently maintains two positions on the IRB for survivors of Sexual Abuse. RCCANO agrees that: (i) the members of the IRB will include (a) at least two (2) survivors of Sexual Abuse, and (b) at least one individual recognized as an expert in the prevention of Child Sexual Abuse; and (ii) RCCANO will make a good faith effort to include on the IRB at least one current or former investigator or prosecutor with experience in handling Legal Proceedings involving Child Abuse. For at least five (5) years following the Effective Date, and further thereafter until completion of the IRB reviews of the Child Sexual Abuse Claims described below, one of the Sexual Abuse survivors serving on the IRB (the "Nominated Survivor Representative") shall be Patricia Moody. If Patricia Moody resigns from this role prior to the end of this term, then a successor shall be chosen as follows. Within thirty (30) days after receiving a written notice from RCCANO of the vacancy, the Settlement Trustee shall propose a slate of no less than seven (7) individuals who are willing and able to fill the vacancy, none of whom shall have served at any time as counsel to a Survivor that has asserted a claim against RCCANO. Within thirty (30) days thereafter, the Archbishop shall choose one of the nominated individuals to fill the vacancy. The presence of survivors of Sexual Abuse on the IRB

is intended to reflect RCCANO's sincere effort to consider the interests and voices of Sexual Abuse survivors.

The IRB shall meet at least four (4) times in each calendar year and provide advice on the following: (a) all recommendations made by the Child Protection Consultant; (b) any changes to RCCANO's Child-protection policies and procedures; (c) all Third-Party Child Protection Audits; and (d) best practices (i) to address Child Sexual Abuse Claims and (ii) interactions and communications by the RCCANO Parties with Child Sexual Abuse Claimants. The IRB should use its best efforts to work with the Archbishop to implement those Child Protection Consultant recommendations that the Archbishop determines are appropriate.

In addition to its existing responsibilities, the IRB will review Child Sexual Abuse Claims to make recommendations to the Archbishop on the Clergy's suitability for ministry where the Child Abuse Claim has not been previously considered by the IRB and involves any Clergy who is currently not listed in the Report Regarding Clergy Abuse. Additionally, upon the written request of a Child Sexual Abuse Claimant to RCCANO's Vicar General, RCCANO will retain an investigator to examine such Claimant's Child Sexual Abuse Claim provided the Claimant (i) identifies a Clergy as a perpetrator, (ii) such identified Clergy is not listed on the Report Regarding Clergy Abuse, and (iii) either (A) the IRB has not previously reviewed such Child Sexual Abuse Claim, or (B) the IRB has previously reviewed such Child Sexual Abuse Claim, but additional substantive information has become available regarding such Child Sexual Abuse Claim. Upon completion, the investigator shall report to the IRB, and the IRB will make a recommendation to the Archbishop as to whether the Clergy should be added to the Report Regarding Clergy Abuse. If the Archbishop disagrees with an IRB recommendation, then (a) the Archbishop will provide the

IRB with any additional information that was considered by the Archbishop, and (b) thereafter, the Archbishop and the IRB shall meet to discuss the Archbishop's decision.

3. Youth Protection Advisor.

As soon as practical after the Effective Date, RCCANO will retain the services of a "Youth Protection Advisor" (the "YPA") acceptable to the Archbishop, who will provide services to RCCANO as set forth herein. If RCCANO receives an allegation of Child Sexual Abuse against any RCCANO Actor, the YPA will assist RCCANO in each step of its response to such allegation. Additionally, the YPA will (a) review any changes to RCCANO's Child protection policies and procedures, (b) review all Third-Party Child Protection Audits, and (c) advise RCCANO concerning the best practices to address Child Sexual Abuse Claims, respond to and interact with survivors. For a period of three (3) years after the Effective Date, RCCANO will use its best efforts to maintain the office of the YPA and ensure that the position remains filled. After the expiration of this period, RCCANO may delegate the duties of the YPA to the YPE or another appropriate office dedicated specifically to child protection.

4. Youth Protection Executive.

As soon as practical after the Effective Date, RCCANO will establish the position of "Youth Protection Executive" (the "YPE") under RCCANO's Office of Child and Youth Protection. The YPE serves, and must report to, the Archbishop or his designee. RCCANO will use its best efforts to ensure that the position of YPE will not remain unfilled for more than one month in any given one-year period. Any individual selected as the YPE must have extensive expertise in preventing, recognizing, and responding to Child Sexual Abuse Claims. The YPE's scope of duties will include, without limitation, the following:

- a. Developing, refining, and implementing Child-protection policies and training practices;

- b. Monitoring compliance with Child-protection policies and training;
- c. Receiving notification of every Child Sexual Abuse Claim;
- d. Receiving copies of the Child Protection Consultant's report and recommendations;
- e. Participating in all activities and meetings of the IRB relating to Child Sexual Abuse.
- f. Coordinating activities of RCCANO's Victims' Assistance Coordinator and Safe Environment programs; and
- g. Implementing these Provisions.

5. Compliance with Laws Regarding Child Sexual Abuse and Third-Party Child Protection Audits.

a. Compliance with Laws Regarding Child Sexual Abuse. The RCCANO Parties will continue to comply with (i) all applicable laws and regulations of Secular Governmental Authorities that relate to Child Sexual Abuse, Child Sexual Abuse Claims, and Child protection, including, but not limited to, Louisiana Children's Code Articles 603, 609, and 610 (collectively, "Laws Regarding Child Sexual Abuse"),³ (ii) all of RCCANO's internal policies, procedures and programs concerning Child Sexual Abuse, Child Sexual Abuse Claims, and Child protection, (iii) all Canon Law, and (iv) the *USCCB Charter*, the instructions and/or *Vademecum* of the Roman Curia, the *USCCB Essential Norms*, and the *Vos Estis Lux Mundi*.

b. Third-Party Child Protection Auditor and Audits. RCCANO will continue to use StoneBridge Business Partners (or other expert with similar credentials) as a third-party auditor (the "Third-Party Child Protection Auditor") to conduct an annual audit (or audits) of the Child protection policies and procedures for responding to Child Sexual Abuse Claims (a "Third-Party Child Protection Audit"). RCCANO will ensure that such Third-Party Child Protection Audits are conducted and completed within a reasonable time. If the Third-Party Child Protection Auditor

³ See *USCCB Charter*, Art. 4; *USCCB Essential Norms* § 11; *Vademecum*; *Vox Estis Lux Mundi*.

resigns or is terminated, then RCCANO will use the replacement Third-Party Child Protection Auditor designated by USCCB.

c. Third-Party Child Protection Audit Reports. The Third-Party Child Protection Auditor will prepare and submit a complete, written report (the “Third-Party Child Protection Audit Report”) summarizing the results of any Third-Party Child Protection Audit. At the discretion of the Third-Party Child Protection Auditor, a Third-Party Child Protection Audit Report may summarize one (1) or more separate Third-Party Child Protection Audits, but will include, with respect to each audit, any rubric and/or scores for each audited entity in the categories of, at least, the following as to each audited entity: (i) the Child protection policies and procedures; (ii) the internal policies and procedures for responding to Child Sexual Abuse Claims; and (iii) compliance with Laws Regarding Child Sexual Abuse. RCCANO will publish (or post) a link to each Third-Party Child Protection Audit Report on the RCCANO Website within thirty (30) days from receipt of the Third-Party Child Protection Audit Report. RCCANO will maintain a copy of each Third-Party Child Protection Audit Report for a period of at least twenty-five (25) years after receipt. RCCANO will, at their own expense, make such Audit Report(s) freely available to any individual or entity upon request.

6. Improved Reporting Mechanisms.

a. Improved Intake Process for Third-Party Reports of Child Sexual Abuse Claims. The RCCANO Parties will post a website link to the RCCANO’s Child Protection and Safe Environment page on any website homepage maintained by any such RCCANO Party, including, but not limited, to the RCCANO Website. RCCANO will continue to provide, maintain, and timely monitor a phone number and email address to which anonymous Child Sexual Abuse Claims can

be made and/or submitted.⁴ This website link will also continue to include the telephone number for the Catholic Bishop Abuse Reporting Service and its reporting website link (<https://reportbishopabuse.org>) where any party may report Sexual Abuse by a bishop or archbishop (including the Archbishop), or any intentional interference by a bishop or archbishop (including the Archbishop) in the investigation of a Child Sexual Abuse Claim. Whether received from the website, email, telephone or any other source, all Child Sexual Abuse Claims must be logged by the RCCANO Parties on a written form in accordance with guidelines and procedures acceptable to the Archbishop, in consultation with the YPE and YPA. From and after the Effective Date, the logged information related to new Child Sexual Abuse Claims must be provided to the YPE, YPA, and Third-Party Child Protection Auditor.

b. Reporting of Sexual Abuse Claims. With the exception of information obtained by an ordained priest in the *Sacrament of Penance* in accordance with Canon Law (Code of Canon Law, cc. 959-991), neither RCCANO nor any RCCANO Party or Actor may delay or avoid any of the reporting obligations set forth below based on a view that they are not required by or are superseded by Canon Law.

(i) Every RCCANO Party and Actor will continue to comply with all Laws Regarding Child Sexual Abuse, including, without limitation, any obligation, duty, or mandate to report Child Sexual Abuse, whether imposed by Canon Law, Church policies and procedures (including, but not limited to, the *USCCB Charter*, the *USCCB Essential Norms*, the *Vademecum*, and the *Vos Estis Lux Mundi*), and/or any applicable laws, regulations, and policies of Secular

⁴ See *USCCB Charter* Art. 2; *Vademecum* § 11 (“At times, a *notitia de delicto* can derive from an anonymous source, namely, from unidentified or unidentifiable persons. The anonymity of the source should not automatically lead to considering the report as false . . .”).

Governmental Authorities, such as Louisiana Children’s Code Articles 603, 609, and 610 (together, the “Child Sexual Abuse Reporting Obligations”).

(ii) In addition to the Child Sexual Abuse Reporting Obligations, upon learning of a Child Sexual Abuse Claim involving a survivor who is currently a Child, any RCCANO Actor who is a mandatory reporter must (a) report in writing to appropriate Secular Governmental Authorities in compliance with the Louisiana Children’s Code,⁵ (b) immediately thereafter report in writing to the Victims’ Assistance Coordinator (if the Child Sexual Abuse Claim involves Clergy) or the Safe Environment Coordinator (if the Child Sexual Abuse Claim does not involve Clergy), and (c) maintain a copy of each such written report for a period of thirty (30) years. If a RCCANO Party and/or RCCANO Actor discovers that an applicable individual has not complied with the foregoing reporting provisions, then the RCCANO Party or RCCANO Actor will make the applicable report within the shorter of two (2) business days and three (3) calendar days, and take appropriate, disciplinary action against such adult individual for failure to comply. No RCCANO Party or RCCANO Actor may delay complying with the Child Sexual Abuse Reporting Obligations for the purpose of first conducting its own internal investigation.⁶

(iii) Any RCCANO Actor who is notified of, or otherwise becomes aware of, a Child Sexual Abuse Claim involving a survivor who is no longer a Child (whether such Child Sexual Abuse Claim is transmitted to such RCCANO Actor via phone, email, website, direct report, or otherwise) (the “Recipient”), shall encourage the individual or entity submitting the Child Sexual Abuse Claim to contact the Victims’ Assistance Coordinator (if the alleged perpetrator is Clergy)

⁵ The applicable requirement is currently set forth in Louisiana Children’s Code Article 610.

⁶ *Vademecum*, § 17 (“Even in cases where there is no explicit legal obligation to do so, the ecclesiastical authorities should make a report to the competent civil authorities if this is considered necessary to protect the person involved or other minors from the danger of further criminal acts.”).

or the Safe Environment Coordinator (if the alleged perpetrator is not Clergy) for assistance with reporting the Child Sexual Abuse Claim to appropriate local law enforcement. In the event that such Child Sexual Abuse Claim concerns (a) a clearly-identified survivor and (b) a clearly-identified, living RCCANO Actor as the individual who personally committed or is alleged to have personally committed an act of Abuse, the Recipient must: (a) advise the individual or entity submitting the Child Sexual Abuse Claim that, in accordance with these Provisions, the information received will be reported to local law enforcement; and (b) provide the information received to the Victims' Assistance Coordinator (if the alleged perpetrator is Clergy) or the Safe Environment Coordinator (if the alleged perpetrator is not Clergy). The Victims' Assistance Coordinator or the Safe Environment Coordinator, in turn, must: (a) provide to local law enforcement in the jurisdiction where the Child Sexual Abuse was alleged to have occurred (i) the information received and (ii) a written offer for access to any existing personnel file of the alleged perpetrator (which should include all documents concerning any prior Child Sexual Abuse Claims as to the alleged perpetrator); and (b) notify the individual or entity submitting the Child Sexual Abuse Claim of the law enforcement office to whom, and the date on which, the report was made.

(iv) If a reported claim concerns Adult Sexual Abuse, then the applicable RCCANO Party shall encourage the reporting individual or entity to contact the Vicar for Clergy (if the alleged perpetrator is Clergy) or the Director of Human Resources (if the alleged perpetrator is not Clergy) for assistance with reporting such claim to appropriate local law enforcement. In the event that the report is made by the survivor of such Adult Sexual Abuse and concerns (a) Adult Sexual Abuse that may be criminal under state or federal law, (b) a clearly-identified survivor, and (c) a clearly-identified, living RCCANO Actor as the alleged perpetrator, then the applicable RCCANO Party must: (a) advise the reporting survivor that, in accordance with these Provisions,

the information received will be reported to local law enforcement; and (b) provide the information received to the Vicar for Clergy (if the alleged perpetrator is Clergy) or the Director of Human Resources (if the alleged perpetrator is not Clergy). The Vicar for Clergy or the Director of Human Resources, in turn, must: (a) provide to local law enforcement in the jurisdiction where the Adult Sexual Abuse was alleged to have occurred (i) the information received and (ii) a written offer for access to any existing personnel file of the alleged perpetrator (which should include all documents concerning any prior Sexual Abuse Claims as to the alleged perpetrator); (b) notify the reporting survivor of the law enforcement office to whom, and the date on which, the report was made; and (c) within ten (10) business days of receipt of the report from the reporting survivor, review RCCANO's records and inform the reporting survivor whether any other Sexual Abuse Claims have been made to RCCANO concerning the alleged perpetrator and, if so, how many such Claims have been made.

c. Submission of Notification Letters to Secular Law-Enforcement After the Effective Date.

(i) Within ninety (90) days after the Effective Date, RCCANO and the Settlement Trustee will send a joint written letter to all Secular Law-Enforcement that have jurisdiction over RCCANO and/or exercise authority within RCCANO's geographic boundaries. Such letter must identify the following individuals by name: (A) to the extent not previously provided to Secular Law-Enforcement by RCCANO, all living Clergy (or former Clergy) or Religious identified on the Report Regarding Clergy Abuse as of the Effective Date; and (B) all living Clergy (or former Clergy) who are later determined to be credibly accused of Child Sexual Abuse, as determined by the Archbishop, in consultation with the IRB.

(ii) RCCANO and the Settlement Trustee will send a joint written letter to all Secular Law-Enforcement that have jurisdiction over RCCANO and/or exercise authority within RCCANO's geographic boundaries, which letter will include an unredacted copy of each Proof of Claim filed by or on behalf of a Child Sexual Abuse Claimant; provided, however, that RCCANO and the Settlement Trustee will only include any particular Proof of Claim if the Settlement Trust Advisory Committee informs both RCCANO and the Settlement Trustee, in writing, that the Settlement Trust Advisory Committee has obtained written permission from the Child Sexual Abuse Claimant for inclusion of his or her Proof of Claim with the letter.

(iii) Each of the foregoing letters to Secular-Law Enforcement must offer RCCANO's cooperation with any criminal investigation that concerns the individuals identified in the letters, including, but not limited to, providing the applicable Secular Law-Enforcement authorities with access to (A) all Documents in RCCANO's possession that relate to, or concern in any way, the referenced Child Sexual Abuse Claim, (B) copies of the applicable Child Sexual Abuse Proof of Claim, without redaction, and (C) other allegations of misconduct with a Child against the same RCCANO Actor and whether the RCCANO Actor is still employed by RCCANO or otherwise in active ministry.

d. Publication of Sexual Abuse Resources and Secular Law-Enforcement Information. Beginning on the Effective Date, RCCANO will publish in *The Clarion Herald* and *The New Orleans Times-Picayune/The New Orleans Advocate* (and/or on their websites and any digital equivalents), at least four times per year, a prominent statement urging any individual with knowledge of Child Sexual Abuse to contact Secular Government Authorities and Secular Law-Enforcement to make a report of any Child Sexual Abuse. Such statement must be published in a form acceptable to the Creditors' Committee and RCCANO and must contain contact information

for Secular Law-Enforcement. If there is a dispute regarding the content of the publication, the Bankruptcy Court shall have exclusive jurisdiction to resolve such disputes.

e. Quarterly Reports of Child Sexual Abuse Claims and Notifications of Claims. Beginning on the first quarter following Effective Date, RCCANO will provide confidential quarterly summary reports of any Child Sexual Abuse Claim, whether credible or not, received in that quarter (with appropriate redactions of any personally identifying information of the Child Sexual Abuse Claimant) to (i) the YPA, (ii) the YPE, (iii) the IRB, (iv) the Child Protection Consultant during the Child Protection Consultant's Retention Period, and (v) the principal of any RCCANO School where (A) such Child was enrolled at the time the Child Sexual Abuse occurred, and (B) the Child Sexual Abuse is asserted against an RCCANO Actor at such RCCANO School.

A RCCANO School will notify the parents (or legal guardians) of any Child in attendance at a RCCANO School of any Child Sexual Abuse Claim where (A) such Child was enrolled at the RCCANO School at the time the Child Sexual Abuse occurred, and (B) the Child Sexual Abuse is asserted against an RCCANO Actor at such RCCANO School; provided, however, that the RCCANO School may only provide such notification if (i) a determination has been made, in writing, by the Archbishop, in consultation with the IRB, or Secular Law-Enforcement, that the Child Sexual Abuse Claim in question is credible, and (ii) such notification is acceptable to applicable Secular Law-Enforcement. In any case, a RCCANO School must always redact or withhold the identity and contact information of any Child when notifying parents (or legal guardians) of any Child Sexual Abuse Claim (other than when giving notice to the parent or legal guardian of the Child involved).

f. Reporting by Non-RCCANO Schools and Clergy. RCCANO will require, as a condition of operating as a “Catholic” institution or ministerial individual within the geographic boundaries of the RCCANO, that all Non-RCCANO Schools and all Clergy (whether or not incardinated to or employed by any RCCANO Party) comply with all (i) Laws Regarding Child Sexual Abuse, (ii) RCCANO policies regarding Child Sexual Abuse, and (iii) Child Sexual Abuse Reporting Obligations.

7. Whistle-Blower Policy.

The RCCANO Parties will comply with RCCANO’s existing written whistle-blower policy that prohibits penalizing or otherwise retaliating against anyone who, in good faith, reports alleged Child Abuse to either Secular Law-Enforcement, Secular Government Authorities, or RCCANO. The existing Whistle–Blower policy and compliance therewith is subject to review and comment by the Child Protection Consultant during the Child Protection Consultant’s Retention Period.

8. Continued Protection Initiatives.

The RCCANO Parties will continue to implement RCCANO’s current Child-protection, policies—including the VIRTUS training program, criminal background checks, and psychological evaluations for seminarians. Additionally, all RCCANO Parties will work cooperatively to adopt and implement programs and initiatives recommended by the Child Protection Consultant during the Child Protection Consultant’s Retention Period, as the same may be approved by the Archbishop.⁷

9. Prohibition on Being Alone With a Child.

a. The RCCANO Parties will comply with RCCANO existing policies concerning adults being alone with Children, as articulated in RCCANO’s *Principles of Ethics and*

⁷ See USCCB Charter, Art. 12.

Integrity in Ministry: Code of Ethics, Policy Regarding Youth Activities and all other related policies as they may be revised and implemented from time to time based on the recommendations of the Child Protection Consultant during the Child Protection Consultant's Retention Period, as the same may be approved by the Archbishop; provided, however, that any ordained priest administering the *Sacrament of Penance* shall take appropriate precautions to ensure that such Child is protected, notwithstanding the confidential nature of the *Sacrament*. These precautions shall include (i) best efforts to avoid the priest who administers the *Sacrament of Penance* from being alone with the Child in a confessional without another adult being present in the area, outside of earshot but close enough to visually observe the confession participants, and (ii) adopting a Policy that encourages RCCANO Schools to conduct the *Sacrament of Penance* with another adult being present near the confessional outside of earshot but close enough to visually observe the confession participants. Further, the RCCANO Parties will consider Child-protection concerns when building new confessionals. Notwithstanding the foregoing, (i) an ordained priest administering the *Sacrament of Penance* in accordance with Canon Law (Code of Canon Law, cc. 959-991) may be alone with a Child as required by Canon Law to hear individual confession and grant absolution to such Child (Code of Canon Law, cc. 962-964), and (ii) nothing in these Provisions waives any civil law related to the *Sacrament of Penance*.

10. Evaluation of Non-Incardinated Clergy or Religious.

Written attestations of suitability for non-incardinated Clergy to work or serve within the geographic boundaries of RCCANO will include a statement as to whether such person has (or is alleged to have) committed Child Sexual Abuse.⁸ The Archbishop will evaluate the background of all such non-incardinated Clergy at least once every three (3) years and will reduce the evaluation

⁸ See *USCCB Charter*, Art. 13; *USCCB Essential Norms*, § 12.

to writing when concluded. All such written evaluations must be placed in the individual's personnel file maintained with RCCANO and/or an RCCANO Party.

Any Religious in active ministry who is working within RCCANO's boundaries must provide then-serving Vicar of Religious at the RCCANO with both a *Testimonial Of Suitability for Religious in Ministry* and a completed *Archdiocese of New Orleans Religious Profile* form, as currently promulgated by RCCANO.⁹ Copies of these completed testimonials and religious profile forms for each such Religious will continue to be maintained in the RCCANO's Department of Religious.

Non-incardinated Clergy and Religious in active ministry are not exempt from criminal background checks and must comply with all Laws Regarding Child Sexual Abuse, all Child Sexual Abuse Reporting Obligations, and/or other RCCANO policies and procedures regarding Child protection applicable to Clergy incardinated to RCCANO and/or to any other RCCANO Party.

11. Anti-Abuse Plaques.

Following the Effective Date, RCCANO will prominently and visibly display a plaque at the entrance of each RCCANO School that has not been permanently closed before the Effective Date. Each plaque may be no smaller than eight-and-a-half (8.5) inches by eleven (11) inches and will state: "The Archdiocese of New Orleans has zero tolerance for abuse. God has chosen you to protect His children. If you have cause to believe a minor has been abused, contact the Louisiana Department of Children and Family Services (1-855-452-5437) or the local police." RCCANO will order these plaques no later than sixty (60) days after the Effective Date and will provide these plaques to all RCCANO Schools as required by these Provisions promptly after they are delivered

⁹ The forms for the testimonial and the religious profile form may be found online at the RCCANO Website (<https://nolacatholic.org/religious-vicar-for-religious>).

to RCCANO. The RCCANO Schools will install these plaques by no later than ten (10) days after receiving them.

12. Annual Remembrance Campaign.

RCCANO will designate the month of April as Child Sexual Assault Awareness Month and National Child Abuse Prevention Month. During that month, the RCCANO Parties will emphasize the importance of Child protection and the prevention of Child Sexual Abuse. This annual campaign will seek to raise awareness of Child Sexual Abuse among the Clergy, Religious, and Laity and to prevent Child Sexual Abuse within both the RCCANO Parties and in society more broadly. RCCANO may satisfy this requirement by participating in any national campaign conducted by the Church recognizing April as Child Sexual Assault Awareness Month and/or National Child Abuse Prevention Month.

13. Publication Encouraging Reporting of Abuse.

The following statement shall be included somewhere clearly visible on the RCCANO Website and in every issue of *The Clarion Herald*: “The Archdiocese of New Orleans has zero tolerance for abuse. God has chosen you to protect His children. If you have cause to believe a minor has been abused, contact the Louisiana Department of Children and Family Services (1-855-452-5437) or local law enforcement.”

D. TRANSPARENCY

1. Public Availability of Documents Concerning Sexual Abuse and Sexual Abuse Claims.

a. Archival of Eligible Documents. To promote healing and reconciliation and to help prevent Child Sexual Abuse from occurring in the future, prior to the Effective Date, RCCANO will enter into an agreement (in substantially the form attached hereto as **Appendix A**) with a college or university that is mutually acceptable to the Creditors’ Committee and RCCANO

(the “Archivist”) to post the Eligible Documents on the Archivist’s website. For the first year from the Effective Date, the Archivist will be paid from the Settlement Trust and, thereafter, will receive no additional payments for services rendered as the Archivist. The RCCANO website shall include a clearly identified link to the Archivist website.

b. Eligible Documents. The Eligible Documents will be submitted by RCCANO to the Archivist on a rolling basis beginning no later than thirty (30) days after the Effective Date and concluding no later than six (6) months after the Effective Date (the “Submission Period”); provided, however, that RCCANO may obtain up to two (2) extensions of the Submission Period not to exceed six (6) months in the aggregate by providing notice to the Settlement Trustee no later than sixty (60) days before the Submission Period would expire. The Eligible Documents will remain posted on the Archivist’s website as provided in subsection a. above for a period of no less than thirty (30) years from the Effective Date. The Eligible Documents consist of the following:

- i. Sexual Abuse Proofs of Claim where the RCCANO Actors identified as perpetrators are (A) currently identified in the Report Regarding Clergy Abuse, (B) later added to the Report Regarding Clergy Abuse; or (C) identified as perpetrators in three or more Child Sexual Abuse Proofs of Claim;¹⁰
- ii. Personnel files of any RCCANO Actors who are identified as in accordance with Section D.1.b.i. above.
- iii. Files of survivors of Sexual Abuse where the RCCANO Actors are identified in accordance with Section D.1.b.i. above; and
- iv. Other documents that were produced to the Creditors’ Committee during the Chapter 11 Case relating to Sexual Abuse if the RCCANO Actors are identified in accordance with Section D.1.b.i. above.

¹⁰ Any person who has filed a Sexual Abuse Proof of Claim (or their representative) may elect to exclude the claim from the Eligible Documents.

c. Redactions. Before the Eligible Documents are transmitted to the Archivist for posting, RCCANO or its designee will redact the following information as it appears on each Eligible Document:

- i. Personally identifying information of the survivor, including, but not limited to, the following: (A) the survivor's signature, printed name, address(es), email address(es), telephone number(s), and social security number, or any portion thereof; (B) any other name or names by which the survivor has been known; (C) any Department of Corrections inmate number; (D) the identity of the survivor's family members, guardians, or caretakers; (E) photographs of the survivor; (F) the identity of any person identified as having been aware of the abuse; and (G) the identity of any person who provided counseling to the survivor, or to his or her family;
- ii. Personally identifying information of any individual identified as a perpetrator who is not currently identified in the Report Regarding Clergy Abuse, or later added to the Report Regarding Clergy Abuse, including, but not limited to, the following: (A) such individual's signature, printed name, address(es), email address(es), telephone number(s), and social security number, or any portion thereof; (B) any other name or names by which such individual has been known; (C) the identity of such individual's family members; (D) photographs of such individual; and (E) titles or positions that are or were held by such individual; and
- iii. Privilege Claims.

d. Resolution of Disputed Privilege Claims and Disputed Eligible Documents.

When an Eligible Document has been redacted for Privilege Claims, RCCANO will produce to the Settlement Trustee a privilege log within ten (10) days that identifies Eligible Documents that have been redacted based on any Privilege Claims. The Settlement Trustee will have ninety (90) days thereafter to object to any such Privilege Claims. The Settlement Trustee must reduce this objection to writing and file such objection with the Bankruptcy Court, and the Bankruptcy Court shall have exclusive jurisdiction to make all rulings regarding any disputed Privilege Claim. If there are any disputes between RCCANO and the Settlement Trustee related to any privilege designations,

then RCCANO shall bear the burden of proving the allegedly privileged information is privileged pursuant to this section.

2. Survivor Access to Documents and Information.

a. Description of Documents and Information. The following documents and information are covered in this Section D.2: (i) all personal records of such survivor in the RCCANO Party's files, such as the survivor's school and sacramental records; and (ii) information about the number of Sexual Abuse Proofs of Claim that identify the individual(s) named as a perpetrator of Child Sexual Abuse against the survivor, as well as the dates of the alleged perpetrator's service or tenure related to the RCCANO Party.

b. If the Living Survivor of Child Sexual Abuse Has Not Attained the Age of 18 Years. With respect to a living Child Sexual Abuse survivor who has not attained the age of 18 years at the time of the written request, any RCCANO Party will provide such requesting individual the documents and information described in Section D.2.a; provided, however, (i) such requesting individual must be the survivor or a parent or legal guardian of such survivor, and (ii) with respect to any personally identifiable information or educational records of such survivor, the requesting individual must have submitted a signed and dated written consent to such RCCANO Party.

c. If the Living Survivor of Child Sexual Abuse Has Attained the Age of 18 Years. With respect to a living Child Sexual Abuse survivor who has attained the age of 18 years at the time of the written request, any RCCANO Party will provide such requesting individual the documents and information described in Section D.2.a; provided, however, (i) such requesting individual must be the survivor, and (ii) with respect to any personally identifiable information or educational records of such survivor, such survivor must have submitted a signed and dated written consent to such RCCANO Party.

d. Deceased Survivors of Child Sexual Abuse. If the Child Sexual Abuse survivor is deceased, the following individuals may make a written request to any RCCANO Party to provide to such requesting individual the records and information described in Section D.2.a. above: (i) the deceased survivor's living, surviving spouse; (ii) if the deceased survivor has no living, surviving spouse, the living, surviving child of such survivor; (iii) if the deceased survivor has no living, surviving spouse or child, the living parent of such survivor; and (iv) if the deceased survivor has no living, surviving spouse, child, or parent, then the living sibling of such survivor.

e. Access Request Form. RCCANO has created a form for the access requests described above, a copy of which is attached as **Appendix B.**

f. Time to Provide Documents and Information; Redaction. The RCCANO Party shall deliver the records and information to the individual qualified to make such a request under Section D.2.b or Section D.2.c above, as applicable, no later than thirty (30) days after the requesting party delivers to the RCCANO Party (i) a written request, and (ii) for any personally identifiable information or educational records of such survivor, a signed and dated written consent. Any documents so provided may not redact the identity of the requesting individual but may be redacted to preserve Privilege Claims and/or to the extent the records contain confidential information of third parties.

3. Improved Terminology.

The RCCANO Parties will direct their employees, spokespersons, representatives and agents (including any individuals communicating with the media on the RCCANO Parties' collective or individual behalf) (a) not to characterize (either orally or in writing) Child Sexual Abuse Claimants, or any other individuals who have stated that they have experienced Child Sexual Abuse, as "alleged" claimants, "alleged" victims, or "alleged" survivors, and (b) to refer to all Child Sexual Abuse Claimants and such other individuals as "survivors" or "survivors of sexual abuse."

Notwithstanding the forgoing, the RCCANO Parties, including, but not limited to, canon or civil attorneys, may use the term “alleged” in connection with a Child Sexual Abuse Claim where (a) such Child Sexual Abuse Claim is the subject of a pending or threatened Legal Proceeding, or (b) the Archbishop, in consultation with the IRB, or Secular Law-Enforcement, has determined such Child Sexual Abuse Claim is not credible.

4. Publication of List.

RCCANO will update the current list published in the Report Regarding Clergy Abuse to include the names of all known past and present Clergy identified in any Child Sexual Abuse Proof of Claim where such Clergy are (a) deemed credibly accused by the Archbishop, in consultation with the IRB, or Secular Law-Enforcement, or (b) are permanently removed from ministry as a result of a Child Sexual Abuse Claim. The updated list will include the date(s) and place(s) of service of such Clergy and the number of Proofs of Claim that identify any Clergy as perpetrators of Child Sexual Abuse. RCCANO will post this updated information on the RCCANO Website, and RCCANO will further update such list on the RCCANO Website within ten (10) days of a Clergy’s permanent removal from ministry.

5. Release from Confidentiality.

RCCANO will publicly announce and post on the RCCANO Website the full and complete release of all Child Sexual Abuse Claimants from any mandatory confidentiality requirements contained in any agreement, instrument, or other document settling, resolving, terminating, or otherwise concluding such Claimant’s Child Sexual Abuse Claim (including, without limitation, any Legal Proceeding related to such Child Sexual Abuse Claim).¹¹ No future agreement,

¹¹ *USCCB Charter*, Art. 3; *Vademecum*, § 30 (“It must be remembered, however, that an obligation of silence about the allegations cannot be imposed on the one reporting the matter, on a person who claims to have been harmed, and on witnesses.”); *Vox Estis Lux Mundi*, Art. 4 § 3 (“An

instrument, or document entered into by any RCCANO Party to resolve, settle, terminate, or otherwise conclude any Claimant's Child Sexual Abuse Claim may contain any mandatory confidentiality provision except at the written request of Child Sexual Abuse Claimant (or the Claimant's parent or legal guardian if still a Child). Furthermore, the Child Sexual Abuse Claimant (or the Claimant's parent or legal guardian if the Claimant is still Child) may, at any time and at his or her discretion, revoke any such mandatory confidentiality provision without prejudice to the effectiveness, validity and enforcement of any such agreement, instrument or document. Except for any reporting or disclosure request required to be made to Secular Law-Enforcement or a Secular Governmental Authority, no RCCANO Party may release or reveal the identity of any such Child Sexual Abuse Claimant without his or her prior written permission (or the prior written permission of the Claimant's parent or legal guardian if the Claimant is a still Child).

E. RECOGNITION

1. Individual Archbishop Meetings.

For a period of one (1) year following the Effective Date, the Archbishop will make himself available upon reasonable notice to participate in a private conference or meeting with any Child Sexual Abuse Claimant.¹²

2. Group Archbishop Meetings.

Within eighteen (18) months following the Effective Date, the Archbishop will visit each deanery in RCCANO. (As of the Effective Date, RCCANO has ten (10) such deaneries.) RCCANO will: (a) publish a schedule of each such visit in the RCCANO Publications at least thirty (30) days

obligation to keep silent may not be imposed on any person with regard to the contents of his or her report.”).

¹² See *USCCB Charter*, Art. 1.

in advance of such visit; and (b) also send a press release announcing the visit to the Additional Publications. Every visit will be open to, *inter alia*, all Child Sexual Abuse Claimants and to any other individual claiming to have experienced Sexual Abuse so that, among other things, such individuals may ask questions of the Archbishop, explain his or her history and circumstances, and otherwise freely participate in the visit.¹³

3. Individual Apology Letters.

By no later than ninety (90) days after the Effective Date and using United States mail, first class delivery, RCCANO will mail written letters of apology to any individual that filed a Child Sexual Abuse Proof of Claim to the address specified therein. The form of the letter of apology, which has been approved by the Creditors' Committee, is attached hereto as **Appendix C**. The Archbishop will personally sign all such letters of apology.

4. Public Apology Letter.

No later than thirty (30) days after the Effective Date, RCCANO will publish a public letter of apology to all known Child Sexual Abuse Claimants. RCCANO will prominently print (or post) this public apology letter in (or on) *The Clarion Herald* and other RCCANO Publications. Additionally, RCCANO will also buy advertising space sufficient to prominently print or post the public letter with the Additional Publications within the geographic boundaries of RCCANO, and will issue a press release to accompany the public letter of apology when RCCANO provides the letter of apology to the RCCANO Publications and the Additional Publications. A copy of the public letter of apology, which has been approved by the Creditors' Committee, is attached hereto as **Appendix D**. The Archbishop will personally sign the public letter of apology.

¹³ *See id.*

5. Remove Perpetrator Recognitions.

For all properties owned or operated by any RCCANO Party, each RCCANO Party will remove all plaques, pictures, statutes, or other public recognitions of all past and present Clergy, Laity, or other RCCANO Actor who is (or was) the subject of credible allegations of Child Sexual Abuse Claim as determined by the Archbishop, in consultation with the IRB, or Secular Law-Enforcement.

6. Publish Survivor Stories.

Following the Effective Date, RCCANO will make available to all Child Sexual Abuse Claimants reasonable space on the RCCANO's Website in which to tell their stories of Child Sexual Abuse. RCCANO will not charge the Child Sexual Abuse Claimants for such space, which in any case may not exceed more than one printable page on the RCCANO Website per calendar quarter. RCCANO may suggest edits to any survivor story, or object to publishing any such story that (a) contains information that is under current investigation, (b) contains profanity, explicit content, or other objectionable material, or (c) identifies any individual unless the Archbishop, in consultation with the IRB, or Secular Law-Enforcement has determined that such individual has been credibly accused of Child Sexual Abuse. The Bankruptcy Court shall have exclusive jurisdiction to resolve any disputes that may arise over any such RCCANO edits, objections, or disclaimers.

7. Place of Remembrance.

In consultation with the Settlement Trust Advisory Committee, RCCANO will design and install a place of remembrance for all survivors of Sexual Abuse at a prominent location at the entrance of the RCCANO chancery. RCCANO will organize a dedication ceremony for this place of remembrance. This dedication ceremony will not include any Eucharistic liturgy, celebration of the Mass, or religious discourse (such as a sermon or homily). RCCANO will publish notice of the dedication ceremony in the RCCANO Publications no more than thirty (30) and not less than fifteen

(15) days before the ceremony is scheduled to occur and will issue a press release regarding the ceremony to the Additional Publications. The Archbishop will attend the dedication ceremony.

F. SURVIVOR INTERACTION AND COUNSELING.

On or before the Effective Date, RCCANO shall adopt the Written Sexual Abuse Claim Procedures and Survivor Bill of Rights (the “Bill of Rights”) set forth in attached Appendix E, and insist that all parishes do so as well.

G. MISCELLANEOUS

1. Reports Must Be In Writing.

Any reports required by (a) these Provisions, (b) RCCANO’s existing Child-protection policies and procedures, (c) by Laws Regarding Child Sexual Abuse, or (d) by any Child Sexual Abuse Reporting Obligations, must be in writing. If any such report is made orally, the report must be promptly memorialized in a written report and must be delivered as required under the Child Sexual Abuse Reporting Obligations, and in any event by no later than five (5) days after the oral report is made.

2. Adult Sexual Abuse.

Upon receiving any report of Adult Sexual Abuse, the RCCANO Parties shall (a) encourage the person reporting the abuse to promptly report the Adult Sexual Abuse Claim(s) to Secular Law-Enforcement, (b) provide outreach and reasonable counseling alternatives through the RCCANO’s Victims’ Assistance Coordinator, (c) investigate any Clergy or Religious who, while serving an RCCANO Party, are alleged to have committed a violation of Canon Law with respect to an adult, and (d) take other appropriate measures to address such Adult Sexual Abuse Claims, including, without limitation, by terminating the employment of any RCCANO Actor or other individual who committed Adult Sexual Abuse.

3. Anti-Lobbying.

The RCCANO Parties will not direct, pay or hire any attorney, agent, employee, or third party for the purpose of lobbying, supporting or advocating for (a) loosening or otherwise weakening the existing mandatory reporting requirements contained in Louisiana Children's Code Articles 603, 609, and 610, or (b) altering any prescriptive periods or statutes of limitations regarding Child Sexual Abuse. This Anti-Lobbying provision requires any official representative of RCCANO who serves as a director, officer, or board member of any entity to recuse himself or herself from discussions and decisions covered by this Anti-Lobbying provision.

4. Jurisdiction and Standing.

a. The Bankruptcy Court will retain exclusive jurisdiction to adjudicate any disputes that may arise regarding the meaning or performance of these Provisions. Any order confirming a plan of reorganization in this case shall provide for continuing jurisdiction of the Bankruptcy Court for this purpose. If, however, the Bankruptcy Court or U.S. District Court finds that it does not have jurisdiction to adjudicate such disputes, then any and all such disputes shall be settled in arbitration. In the event that arbitration is necessary, the parties shall select a single arbitrator within ninety (90) days pursuant to the Commercial Arbitration Rules of the American Arbitration Association; arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules; the place of the arbitration shall be New Orleans, Louisiana; and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

b. The sole parties who have authority and/or standing to seek the specific performance of these Provisions shall be (i) the Settlement Trustee, and (ii) any Child Sexual Abuse Claimant, the parent or legal guardian of a Child Sexual Abuse Claimant who has not attained 18

years of age, or if a Child Sexual Abuse Claimant is deceased, one surviving family member as identified in accordance with Section D.2.d above.

c. The sole remedy available to any party who raises any dispute concerning these Provisions shall be the specific performance of these Provisions.

d. By agreeing to these Provisions, RCCANO also agrees that the Religious Freedom Restoration Act of 1993, 42 U.S.C. §2000bb *et seq.* (2024) (as amended), and any similar state statute, or under other applicable law (collectively, the “RFRA Laws”), do not prevent a party with standing (in accordance with Section G.4.b of these Provisions) from seeking specific performance of any of these Provisions as the same are written. For the avoidance of doubt, RCCANO reserves its right to raise any RFRA Laws if (i) any party seeks to expand, modify or otherwise alter any of the Provisions as written, or (ii) alleges that these Provisions are ambiguous in any way.

5. Publication of Non-Monetary Provisions.

RCCANO will publish these Provisions on the RCCANO Website as a stand-alone document.

6. Compliance Reporting.

RCCANO will issue a semi-annual report detailing the scope, nature, and success (or failure) of the RCCANO Parties’ compliance with these Provisions, including, without limitation, (a) describing any amendments or revisions to RCCANO’s policies and procedures regarding Child Sexual Abuse and Child Sexual Abuse Claims adopted during the semi-annual period, (b) disclosing the number of Child Sexual Abuse Claims received by the RCCANO Parties in that semi-annual period and the RCCANO Parties’ responses thereto, and (c) summarizing the results from any Third-Party Child Protection Audit conducted in the year. Each report shall be signed by

the Archbishop and the YPE, delivered by email to the Settlement Trustee, and published on the RCCANO Website. Nothing in such reports shall constitute an admission of liability.

7. Reservation of Rights.

a. Except for the rights to seek specific enforcement of these Provisions as set forth in Section G.4 hereof, nothing in these Provisions, and no conduct authorized, directed, or prohibited by these Provisions, is intended to, or will, (i) give rise to any Claim or cause of action that does not exist under any applicable state or federal laws, (ii) alter or supplement, in any fashion, any Claim or cause of action that exists under any applicable state or federal laws, or (iii) constitute any admission of liability.

b. Nothing in these Provisions gives the Settlement Trustee, any Secular Governmental Authority, Secular Law-Enforcement, or any other individual or entity, any standing or rights to change, alter, interpret, or adjudicate Canon Law.

c. In addition to observing these Provisions, the RCCANO Parties will observe all applicable secular laws and Canon Law. RCCANO certifies that these Provisions are compatible with the promulgated Canon Law on the Effective Date.

APPENDIX A

Archivist Agreement

PUBLIC SERVICE AGREEMENT

WHEREAS, The Roman Catholic Church of the Archdiocese of New Orleans ("**Sponsor**"), the settlement trustee appointed in connection within the Plan (the "**Settlement Trustee**"), and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("**LSU**") enter into this Public Service Agreement (the "**Agreement**" or "**Archivist Agreement**") effective the first day of the Project Period defined in Paragraph 1.1 below, in accordance with *The Roman Catholic Church of the Archdiocese of New Orleans' Non-Monetary Plan Provisions to Foster Child Protection and Prevent Child Sexual Abuse* (the "**Non-Monetary Plan Provisions**"), attached as Plan Exhibit E to the chapter 11 plan of reorganization for the Sponsor and Additional Debtors (the "**Plan**") confirmed by the U.S. Bankruptcy Court for the Eastern District of Louisiana (the "**Bankruptcy Court**").

WHEREAS, the project contemplated by this Agreement is expected to be of mutual interest and benefit to LSU, Sponsor, and the general public, and will further the instructional, research and public service objectives of LSU in a manner consistent with its status as a non-profit, tax-exempt, educational institution;

THEREFORE, in consideration of the mutual obligations set forth in this Agreement, Sponsor and LSU have agreed as follows:

Article 1 – Project Period

1.1 "**Project Period**" means a period of thirty-six (36) months starting from the date of entry of the Bankruptcy Court's order confirming the Plan. Sponsor shall timely notify LSU Contract Matters point of contact of the date of entry. Notwithstanding the foregoing, in accordance with Section D.1.b of the Non-Monetary Plan Provisions, the documents will remain posted on LSU Library's website and available to the public for a period of no less than thirty (30) years from the effective date of the Plan.

Article 2 – Scope of Work

2.1 "**Project**" shall mean the project described below under the direction of Stanley Wilder as Project Director.

This Agreement establishes a collaborative framework to collect, preserve and publicly disseminate redacted, primary source materials in accordance with Section D.1 of the Non-Monetary Plan Provisions. The shared purpose is to ensure that records remain permanently accessible for research, education, and public accountability. By pooling expertise in archival science and survivor-centered practices, the parties will advance transparency, historical integrity, and community awareness.

I. Project Summary

LSU will establish a secure, publicly accessible collection in the LSU Libraries Scholarly Repository to host files in PDF format. This digital archiving project involves the collection, review, processing and public dissemination of documents concerning sexual abuse in accordance with the Non-Monetary Plan Provisions. The parties agree to maintain the confidentiality of designated information in accordance with Article 9 Confidentiality of this Agreement, comply with applicable legal and ethical standards, and establish procedures for secure handling, review, and disclosure consistent with the goals of transparency, historical integrity, accountability, and public interest. The resulting open access repository will serve as a historical and research resource, ensuring long-term accessibility. The foregoing notwithstanding, the parties acknowledge that LSU is a governmental entity subject to the requirements of the Louisiana

Public Records Law (La. R.S. 44:1 *et seq.*) and that any information in the custody of LSU may be subject to disclosure pursuant to such law.

II. Project Objectives

1. **Create a Repository Collection** – Develop and host an online collection in LSU’s institutional repository utilizing files provided by the RCCANO to LSU, that provides long-term access to the digitized records while ensuring data integrity and security.
2. **Ensure Public Accessibility** – Implement appropriate metadata and search functionalities in consultation with the RCCANO to facilitate public access.
3. **Ensure Best Practices for Digital Archives** – Utilize expertise in digital preservation, records management, and ethical considerations to serve as a model for similar repositories nationwide.

III. Technical Requirements

1. **Storage Capacity** – Secure hosting infrastructure to support records including files of various sizes.
2. **Metadata & Indexing** – Develop a metadata structure adhering to professional and academic standards and parameters.

IV. Timeline

1. **Phase 1: Planning & Infrastructure Setup (months 1-3)** – Hiring personnel, procuring infrastructure, and finalizing repository design.
2. **Phase 2: Digitization, Metadata Processing, Launch, & Public Access (months 4-12)** – Ingesting and cataloging documents, refining search functionalities, and making the repository publicly available.
3. **Phase 3: Continued Support (months 13-36)** – Additional documents added to repository as needed; continued maintenance and adjustments based on user/scholar experience.
4. **Phase 4: Maintenance (after 36 months)** – Continued maintenance of repository at no additional charge; provided, however, that any additional services beyond maintenance of the Eligible Documents on LSU Library’s website are contingent upon a new agreement or a continuation amendment to this Agreement that funds such additional service(s).

V. Expected Impact

1. **Historical Accountability** – Ensuring public access to critical records.
2. **Scholarly Research** – Providing a resource for academic, legal, historical, and theological studies.
3. **Digital Preservation** – Establishing a sustainable, long-term archive for the historical documents.

Article 3 - Payment and Other Support

- 3.1** The total amount to be paid to LSU under this Agreement is two hundred sixty-four thousand five hundred twenty-one dollars (\$264,521), which amount shall be invoiced to and paid by the Settlement Trustee no later than ten (10) days after the effective date of the Plan. Any unexpended funds will be retained by LSU.
- 3.2** Payment will be made via either electronic transfer (wire or ACH) or check and will reference the invoice number and name of the Project Director for purposes of identification.

Electronic transfer to:

J.P. Morgan Chase Bank, NA
Baton Rouge, LA
Account # 7900000051
ABA/Routing # 065400137
Name on Account: Louisiana State University
Invoice # _____

Checks shall be made payable to Louisiana State University and Agricultural and Mechanical College, and shall be mailed to:

Louisiana State University and Agricultural and Mechanical College
Office of Accounting Services
Sponsored Program Accounting
Baton Rouge, Louisiana 70803-2901
Invoice # _____

- 3.3** If Sponsor loans any equipment or supplies to LSU, Sponsor shall bear all risk of damage or loss to the equipment or supplies, except to the extent due to LSU's willful or intentional acts. Sponsor shall maintain all such equipment or supplies while in LSU's custody.

Article 4 – Publications

- 4.1** Whereas LSU is an institution of higher education, and whereas the freedom to publish is of cardinal importance to universities and to their personnel, it is understood that LSU, the Project Director, and other LSU personnel shall be free to make such publications as they see fit concerning the Project. LSU shall own the copyright in such works, except to the extent that LSU's Bylaws waive ownership of copyright in favor of the authors.

Article 5 - Publicity

- 5.1** Without prior written approval, neither party may make any use whatsoever of the name, marks, insignia, or logos of the other party, or of any of its campuses, departments, centers, institutes, or employees; whether in news releases, advertisements, promotional materials, or otherwise; except that: (1) LSU may acknowledge the Settlement Trustee as the source of funding for the Project; and (2) Sponsor and the Settlement Trustee may use LSU's name to the extent necessary to

supply information whose disclosure may be required by law. However, in no circumstance may Sponsor state or imply that LSU endorses a particular investment, product, process, or treatment.

Article 6 - Term and Termination

- 6.1** This Agreement is effective during the Project Period, unless terminated earlier in accordance with its terms.
- 6.2** If any party commits a material breach of this Agreement, and fails to remedy that breach within thirty days of written notice, the other parties may, at their option, in addition to any other legal remedies, terminate this Agreement immediately upon written notice.
- 6.3** In the Court's discretion, the prevailing party in any dispute arising out of this Agreement may be awarded reasonable attorneys' fees, court costs and expenses, including those associated with appellate or enforcement proceedings.
- 6.4** Termination of this Agreement for any reason shall not affect rights and obligations accrued prior to termination, nor release the parties from their respective rights and obligations under Articles 3, 4, 5, 7 and 8.

Article 7 - Independent Contractors

- 7.1** In the performance of all obligations under this Agreement: **(a)** Each party shall be an independent contractor. No party shall be entitled to any benefits applicable to employees of the other party. **(b)** No party is authorized to act as agent for any other party for any purpose. No party shall enter into any contract, warranty, or representation as to any matter on behalf of another party. No party shall be bound by the acts of any other party.
- 7.2** Each party represents that it is acting on its own account and not on behalf of another private or governmental party. None of the funding to be provided under this Agreement is derived from a contract or grant from the United States government. Neither this Agreement nor any rights under this Agreement may be assigned by any party without the prior written consent of the applicable party.

Article 8 – Insurance and Indemnity

- 8.1** LSU represents that LSU has adequate liability insurance, such protection being applicable to LSU's officers, employees, and agents while acting within the scope of their employment by LSU. LSU has no liability insurance as such that extends protection to any other person.
- 8.2** Each party shall indemnify, defend, and hold harmless the other parties, and their officers, directors, agents and employees, from and against any and all losses, liabilities, demands, suits, judgments and claims, including reasonable attorneys' fees, to the extent that such losses, liabilities, demands, suits, judgments, claims, or fees are attributable to the willful act, fault, omission, or negligence of the indemnifying party, or of their employees, servants, or agents, in performing its obligations under this Agreement; provided, however, that no party shall hereby be liable for consequential damages.

- 8.3** Sponsor shall indemnify, defend, and hold harmless LSU and LSU's officers, directors, agents and employees, from and against any and all losses, liabilities, demands, suits, judgments and claims, including reasonable attorneys' fees, for losses arising out of the use, by Sponsor or by a third party, of products or processes developed or made as a result of information or materials received from LSU.

Article 9 – Confidentiality

- 9.1** The attached Confidentiality and Non-Disclosure Agreement executed by the parties is hereby incorporated into this Agreement as Appendix A and shall govern the confidentiality of this Project. The foregoing and the Confidentiality and Non-Disclosure Agreement notwithstanding, the parties acknowledge and agree that LSU is a governmental entity subject to the requirements of the Louisiana Public Records Law (La. R.S. 44:1 *et seq.*) and that any agreement by LSU as to confidentiality and non-disclosure is subject to the Louisiana Public Records Law.

Article 10 – Miscellaneous

- 10.1** This Agreement shall be construed in accordance with the laws of the State of Louisiana.
- 10.2** Any controversy arising out of or related to this Agreement that cannot be resolved by the parties shall be adjudicated in accordance with the Non-Monetary Plan Provisions.
- 10.3** To the extent not inconsistent with the Non-Monetary Plan Provisions, this Agreement constitutes the entire understanding between Sponsor and LSU and supersedes any prior agreement or understanding on the same subject matter. Any modification, extension, or amendment to this Agreement shall not be effective unless reduced to writing and signed by both parties.
- 10.4** LSU makes no representation or warranty whatsoever regarding the results of the Project.
- 10.5** Any otherwise irresolvable inconsistency shall be resolved by giving precedence in the following order: **(a)** first, to the main body of this Agreement, and **(b)** second, to the attached Confidentiality and Non-Disclosure Agreement (Appendix A); provided, however, that in the event of an inconsistency between any of the foregoing documents and the Non-Monetary Plan Provisions, the Non-Monetary Plan Provisions shall control. This Agreement shall not be altered by the acknowledgement or acceptance by LSU of any purchase order form or similar document containing terms or conditions at variance with, or in addition to those set forth herein.
- 10.6** If any part of this Agreement is deemed void or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. Furthermore, in lieu of that invalid part, there shall be automatically added to this Agreement a provision as similar in terms to that invalid part as may be possible, legal, valid, and enforceable.
- 10.7** Notices, invoices, and other communications shall be deemed made if sent postage prepaid, addressed as shown below, or to such other address as a party may hereafter designate by written notice:

If to Sponsor:

Mark A. Mintz
Samantha A. Oppenheim
Jones Walker LLP
Telephone: 504-582-8368
Telephone: 504-582-8641
Email: mmintz@joneswalker.com
Email: soppenheim@joneswalker.com

If to the Settlement Trustee:

[TO BE PROVIDED]

Andrew W. Caine
Pachulski, Stang, Ziehl & Jones LLP
10100 Santa Monica Blvd, Suite 1300
Los Angeles, CA 90067
Telephone: 310-277-6910
Email: acaine@pszjlaw.com

If to LSU:
(Project Matters)

Stanley Wilder, Dean of Libraries
Louisiana State University and A&M College
Telephone: 225-773-1136
Email: wilder@lsu.edu

Michael Pasquier, Professor of Religious Studies and Interim Dean
College of Humanities & Social Sciences
Louisiana State University and A&M College
Telephone: 225-578-2271
Email: mpasquier@lsu.edu

If to LSU:
(Contract Matters)

Darya Courville, Assistant Vice President of
Sponsored Programs
202 Himes Hall
Louisiana State University
Baton Rouge, Louisiana 70803
Phone: 225-578-2760
Fax: 225-578-2751
Email: osp@lsu.edu

If to LSU:
(Financial Matters)

Jaime Estave, Director of Sponsored Program Accounting
Louisiana State University
336 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Telephone: 225-578-2204
Email: jestav1@lsu.edu

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

**The Roman Catholic Church of the
Archdiocese of New Orleans**

BY: _____

Date: _____

**Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College**

BY: _____

Date: _____

The Settlement Trustee

BY: _____

Date: _____

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is effective as of June 16, 2025, and is entered into by and among the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU"), The Roman Catholic Church of the Archdiocese of New Orleans ("RCCANO"), and the Official Committee of Unsecured Creditors for The Roman Catholic Church for the Archdiocese of New Orleans ("Committee"). For purposes of this Agreement, RCCANO and the Committee are collectively referred to as the "Company." LSU and the Company are hereinafter collectively referred to as the "Parties." This Agreement sets forth the terms under which the Parties will disclose certain proprietary and confidential information ("Confidential Information") and materials, subject to the terms and conditions contained herein.

1. The Parties' primary contacts for disclosing or receiving confidential information are:

RCCANO	Committee	LSU
Elizabeth J. Futrell, Partner Jones Walker LLP Telephone: 504-582-8260 Email: efutrell@joneswalker.com	Andrew W. Caine PACHULSKI STANG ZIEHL & JONES LLP 10100 Santa Monica Blvd., Ste. 1300 Los Angeles, CA 90067 Telephone: (310) 277-6910 Facsimile: (310) 201-0760 Email: acaine@pszjlaw.com	Stanley Wilder, Dean of Libraries Louisiana State University and A&M College Telephone: 225-773-1136 Email: wilder@lsu.edu

2. The Confidential Information to be disclosed under this Agreement is described generally as:
"Project for the digital archival of Archdiocese records."

This Agreement is entered into by all parties to facilitate collaboration on a digital archiving project involving the collection, review, processing, and public dissemination of historical records in accordance with the Non-Monetary Plan Provisions in the Chapter 11 case of The Roman Catholic Church of the Archdiocese of New Orleans.. The parties recognize that certain information contained in these records may be sensitive, confidential, or legally protected, including but not limited to personally identifiable information, case-related documents, and other restricted data.

This Agreement is intended to protect such information while allowing the parties to work jointly to prepare and make appropriate materials publicly accessible through a digital platform. The parties agree to maintain the confidentiality of designated information, comply with applicable legal and ethical standards, and establish procedures for secure handling, review, redaction, and disclosure consistent with the goals of transparency, historical integrity, accountability, and public interest.

Confidential Information from LSU may include but is not limited to:

Internal collection development policies, donor or access agreements governing archival holdings, restricted metadata schemas or cataloging protocols, unpublished research aids or

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Company Name: Company name
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finding guides, staff notes or annotations regarding collection organization, digitization workflows, proprietary digital preservation strategies, unpublished oral history transcripts collected by LSU, and any information regarding LSU's internal systems or platforms used for managing or disseminating archival materials that are not publicly disclosed.

Confidential Information from Company may include but is not limited to:

Unpublished, redacted archival materials, digitized or physical documents not yet released to the public, restricted historical records, internal cataloging or metadata systems, donor-restricted collections, research notes, institutional correspondence, collection acquisition files, protected survivor statements, legal case records under seal or not yet disclosed, and any proprietary methodologies or processes used by LSU for archival curation, preservation, or redaction.

3. Further to the stated purpose of Section 2 above, the Parties agree that this Agreement shall allow LSU to assess Company's ability to perform under the proposed business relationship. The Parties agree that neither party nor its officers, directors, or employees, except to the extent authorized by the disclosing party in writing, will use ANY Confidential Information for any purpose other than this assessment, or the eventual purpose of any forthcoming definitive Agreement, and in particular shall not use this Confidential Information in any commercial activity without the disclosing party's prior, express, written consent.
4. A party receiving confidential information (the "**Recipient**") shall limit disclosure of the Confidential Information to those of its officers, directors, or employees whom Recipient considers necessary to complete the assessment or to engage in discussions, consultations or negotiations concerning the Confidential Information, and who agree to abide by the obligations under this Agreement.
5. A Recipient shall, for a period of three (3) years from the date of initial disclosure of Confidential Information, maintain the Confidential Information so disclosed as confidential and refrain from disclosing it to others.
6. The time period of disclosure of information to Recipient under this Agreement shall expire three (3) years from the effective date, regardless of when the document was fully signed. The obligations of non-disclosure and non-use shall survive in accordance with the time period set forth in Paragraph 5 above.
7. Confidential Information shall be disclosed in writing or other tangible form and marked as "Confidential." If disclosed orally or by other intangible means, such information shall be confirmed in writing and marked as "Confidential" within thirty (30) days of disclosure. However, any information disclosed orally or in intangible form shall nonetheless be considered Confidential Information from the time of disclosure if a person of reasonable sophistication in the subject matter would reasonably understand, under the circumstances, that such information is confidential in nature.
8. No obligation of confidentiality shall exist as to such proprietary and confidential information

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and material that: (a) at the time of receipt is public knowledge, or after receipt becomes public knowledge through no act or omission of Recipient; (b) was known to Recipient as evidenced by written records prior to the disclosure; (c) is received from a third party who did not, directly or indirectly, obtain the information or material from the disclosing party; (d) is independently developed by Recipient as evidenced by written records, or (e) is required to be disclosed by a court or government agency, provided that the disclosing party is given reasonable notice and opportunity to contest the required disclosure.

9. Any and all proprietary written materials or other information in tangible form, including all copies thereof, received by Recipient shall, upon request, be immediately returned to the disclosing party.
10. In the event that a Recipient or any of its officers, directors, or employees breach the obligation of confidentiality contained herein, they will be liable to the disclosing party, not only for damages arising out of such breach, but also for reasonable attorney's fees and reasonable costs incurred in enforcing the obligations of this Agreement.
11. All Confidential Information is provided "AS IS", without warranty or guarantee of any kind as to its accuracy, completeness, operability, fitness for a particular purpose, or any other warranty, express or implied. Neither party shall be liable to the other for any damages, loss, expense or claim of loss arising from use or reliance on the Confidential Information of the other.
12. It is understood that no patent license or other license is granted to a Recipient by this Agreement, and that the disclosure of proprietary and confidential information and materials shall not result in any obligation to grant the Recipient any rights in the subject matter disclosed.
13. This Agreement shall be construed according to the laws of the State of Louisiana.
14. This Agreement is not a joint research agreement under the CREATE Act and neither Party shall use this Agreement to invoke the CREATE Act (pursuant to 35 U.S.C. §103(c)) during patent examination to overcome prior art rejections.
15. Notwithstanding any other provision of this Agreement, the parties understand and agree that they are subject to, and agree to abide by, any and all applicable United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. As an institution of higher learning, LSU performs fundamental research that is exempt from export control licensing under applicable export control laws and retains its right to publish its research. Company agrees that it will not transfer its confidential export-controlled information to LSU except as may be knowingly and expressly agreed to in writing by LSU's authorized export control representative, and for which LSU has made specific arrangements. Company agrees that it will not provide or make accessible to LSU any confidential export-controlled materials (including, without limitation, equipment, information and/or data) without first informing LSU of the export-controlled nature and classification of the materials and obtaining LSU's prior written consent to accept such materials. LSU's

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consent shall be contingent upon Company's ability to obtain the required licenses, if necessary, or establish its qualification for any available exemptions or exceptions under applicable U.S. export control regulations.

16. Any notices or written information pursuant to this Agreement shall be sent to the following addresses:

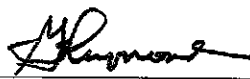
COMPANY	LSU
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE	Trey Jones, General Counsel Louisiana State University 3810 West Lakeshore Drive Suite 124 Baton Rouge, LA 70808

17. This Agreement is not final until signed by all individuals indicated below. In the event an agreement is later negotiated with LSU concerning the disclosed subject matter or any other subject matter, Company understands that the agreement will not be final, and will not be binding on either party, until reduced to writing and signed by both: (1) an individual authorized to sign on behalf of Company, and (2) an authorized LSU official.

**BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND
MECHANICAL COLLEGE**

**The Roman Catholic Church of the
Archdiocese of New Orleans**

Signature
Trey Jones



Signature
**Most Reverend Gregory M. Aymond
Archbishop**

Date

JUL - / 2025

Date

**The Official Committee of Unsecured
Creditors of The Roman Catholic Church
of the Archdiocese of New Orleans**



Andrew Caine

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While not party to the Agreement, undersigned has read and understands his/her obligations as an
LSU employee to abide by the terms herein:

Trent Dunkin

Date

Sigrid Kelsey

Date

Stanley Wilder

Date

Julie Perkins

Date

APPENDIX B

Access Request Form

Request for Access to Survivor Records

Records and information requested will be gathered and mailed by
the Youth Protection Executive to the qualified requesting person at the address provided

Requestor Information

Survivor's full name including maiden name

Survivor's Date of birth: _____ **Survivor's Date of Death,** if applicable

Requestor's Name, if other than Survivor, and relationship to Survivor¹

Requestor's Contact Information:

Address _____

City, State, Zip: _____

Daytime Phone Number: _____

Email address: _____

By my signature below and under penalty of perjury, I certify that I am legally entitled to these records by *The Roman Catholic Church of the Archdiocese of New Orleans' Non-Monetary Provisions to Foster Child Protection and Prevent Child Sexual Abuse* Section D.2.a.-d. (hyperlink to Non-Monetary Provisions) and authorize RCCANO to release these requested records to me.

Signature: _____ Date: _____

****A COPY OF PHOTO IDENTIFICATION MUST ACCOMPANY THIS REQUEST****

¹ Non-Monetary Plan Provision Section D 2 a-d delineates Individuals other than survivor entitled to access records (add hyperlink)

**Request for Information on Person Accused
of Child Sexual Abuse of the identified Survivor**

Name of Accused: _____

Relationship of Accused to Archdiocese of New Orleans

Priest or Deacon _____

Religious Order _____

Lay Employee or Volunteer _____

Place of Employment or Volunteer _____

Authorization for Release of Information from Survivor's Sacramental Records

Check all that apply to your request

☐ Baptism

Church where performed _____

Name at time of sacrament _____

Approximate Date of sacrament _____

Name of parents (include mother's maiden name) _____

☐ Marriage

Church where performed _____

Name at time of sacrament _____

Approximate Date of sacrament _____

Name of parents (include mother's name) _____

☐ First Communion

Church where performed _____

Name at time of sacrament _____

Approximate Date of sacrament _____

Name of parents (include mother's name) _____

☐ Confirmation

Church where performed _____

Name at time of sacrament _____

Approximate Date of sacrament _____

Name of parents (include mother's maiden name) _____

Authorization for Release of Survivor's Student Transcript

If the Office of Archives and Records does not hold the records, we will contact the school directly

Date of Birth of student: _____

For each School Records request, provide the following information:

Name of School _____

Student Name at time of attendance _____

Dates of Attendance and/or graduation _____

Name of School _____

Student Name at time of attendance _____

Dates of Attendance and/or graduation _____

Name of School _____

Student Name at time of attendance _____

Dates of Attendance and/or graduation _____

Mail or Email
Request to:

The Roman Catholic Church of the
Archdiocese of New Orleans
Youth Protection Executive
7887 Walmsley Ave.
New Orleans, LA 70125
YPE@archdiocese-no.org

APPENDIX C

Private Apology Letter

[INSERT DATE]

Dear Survivor:

With this letter, I express on behalf of the clergy, religious, and laity of the Archdiocese of New Orleans, my predecessors, and myself, profound regret over the tragic and inexcusable harm you have suffered at the hands of your abuser or abusers. I sincerely apologize to you for the trauma caused to you and to those close to you as a survivor of sexual abuse perpetrated by a member of the clergy, a religious sister or brother, or a lay employee or volunteer working within the Catholic Church. Sexual abuse is an inexcusable evil, and I am ashamed that you or anyone should have been sexually abused by someone working within the Catholic Church.

Please know that you are not to blame for the abuse perpetrated on you. You were and are completely innocent and did nothing to deserve the pain you have suffered because of the hideous crime of sexual abuse of a minor. The Archdiocese of New Orleans takes responsibility for the abuse you have suffered and pledges to keep children and all vulnerable people safe in our ministry.

It is my fervent hope that as we bring these Chapter 11 proceedings to a close, you will achieve some sense of peace, justice, and healing. I hold you and all survivors of abuse in prayer daily and encourage all to join me in prayer for you.

With my sincere admiration for your courage in coming forward, I am,

Sincerely yours,

Most Reverend Gregory M. Aymond

Archbishop of New Orleans

APPENDIX D

Public Apology Letter

[INSERT DATE]

To All Child Sexual Abuse Claimants in the Archdiocese of New Orleans:

With this letter, I express on behalf of the clergy, religious, and laity of the Archdiocese of New Orleans, my predecessors, and myself, profound regret over the tragic and inexcusable harm you have suffered at the hands of your abusers. I sincerely apologize to you for the trauma caused to you and to those close to you as a survivor of sexual abuse perpetrated by a member of the clergy, a religious sister or brother, or a lay employee or volunteer working within the Catholic Church. Sexual abuse is an inexcusable evil, and I am ashamed that you or anyone should have been sexually abused by someone working within the Catholic Church.

Please know that you are not to blame for the abuse perpetrated on you. You were and are completely innocent and did nothing to deserve the pain you have suffered because of the hideous crime of sexual abuse of a minor. The Archdiocese of New Orleans takes responsibility for the abuse you have suffered and pledges to keep children and all vulnerable people safe in our ministry.

It is my fervent hope that as we bring these Chapter 11 proceedings to a close, you will achieve some sense of peace, justice, and healing. I hold you and all survivors of abuse in prayer daily and encourage all to join me in prayer for you.

With my sincere admiration for your courage in coming forward, I am,

Sincerely yours,

Most Reverend Gregory M. Aymond

Archbishop of New Orleans

APPENDIX E

Written Sexual Abuse Claim Procedures and Survivor Bill of Rights

Any Sexual Abuse Claimant or survivor shall be treated with dignity and respect throughout the reporting and investigative processes. As such, these *Written Sexual Abuse Claim Procedures and Survivor Bill of Rights* (the “Bill of Rights”) supplement *The Roman Catholic Church of the Archdiocese of New Orleans’ Non-Monetary Plan Provisions to Foster Child Protection and Prevent Child Sexual Abuse* [Doc. No. ____] (the “Provisions”) adopted as part of the Plan.¹⁴

A. Upon receipt of a report regarding a new claim of Sexual Abuse perpetrated by a current or former RCCANO Actor;¹⁵

1. The Victims’ Assistance Coordinator (if the Sexual Abuse Claim involves Clergy) or the Safe Environment Coordinator (if the Sexual Abuse Claim does not involve Clergy), will memorialize the initial contact in a written report (the “Initial Contact Report”) that shall contain (a) the date of the contact, (b) method of contact (email, phone, in-person visit, etc.), (c) name of the Sexual Abuse Claimant or reporting individual and his/her contact information, (d) all details of the Sexual Abuse provided by the Sexual Abuse Claimant or reporting individual, including (i) the name of the individual accused of committing the reported abuse (the “Accused”), (ii) date(s) and location(s) of the abuse, (iii) names and contact information of any other person(s) with

¹⁴ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Provisions; provided, however, that the terms Adult Sexual Abuse Claim, Adult Sexual Abuse Claimant, Child Sexual Abuse Claim, Child Sexual Abuse Claimant, Sexual Abuse Claim, and Sexual Abuse Claimant shall refer to new Claims.

¹⁵ If RCCANO determines that the alleged perpetrator is not a current or former RCCANO Actor, then it will undertake reasonable due diligence efforts to provide the reporting person with information as to the entity that should be contacted to report the Claim.

knowledge of the abuse, and (iv) any other information that may aid any investigation of the claim. RCCANO shall create a written form to guide the Victims' Assistance Coordinator ("VAC") or the Safe Environment Coordinator ("SEC"), as applicable, to gather all of the above information.

2. If the initial contact is a voice message or email, then within two (2) business days of RCCANO's receipt, the VAC or SEC (as applicable) shall contact the reporting person to conduct an interview and gather the information described in paragraph 1 above in order to complete the Initial Contact Report.

3. In the initial contact interview, the VAC or SEC shall:

(a) explain the next steps to be taken by RCCANO in its internal review process in response to the Sexual Abuse Claim, that all interactions with the Sexual Abuse Claimant or reporting individual will be memorialized in writing, and that the Sexual Abuse Claimant is entitled to receive a copy of all such writings,

(b) with respect to a Child Sexual Abuse Claim, explain that RCCANO will provide the Child Sexual Abuse Claimant, within ten (10) business days, with a report that identifies whether it has received any other Child Sexual Abuse Claim(s) concerning the same Accused and, if so, how many such claims and the dates of receipt of the claims (which report shall be supplemented to include any subsequent Child Sexual Abuse Claims involving the Accused),

(c) offer to be available to the Sexual Abuse Claimant for further contact/discussion and provide (i) a Child Sexual Abuse Claimant with the VAC or SEC's contact information (as applicable), and (ii) an Adult Sexual Abuse Claimant with the contact information of the Vicar for Clergy (if the Accused is Clergy) or the Director of Human Resources (if the Accused is not Clergy),

(d) inform the Sexual Abuse Claimant that the Archbishop will make himself available to meet with him/her¹⁶,

(e) provide the Sexual Abuse Claimant with information about RCCANO Parties and other ministries that provide food, shelter, clothing or medication, if needed,

(f) inform a Child Sexual Abuse Claimant who suffered Child Sexual Abuse after the Petition Date that RCCANO will pay for reasonable counseling and trauma focused therapy for up to twelve (12) counseling sessions with a specialist in the treatment of Child Sexual Abuse,

(g) remind the Sexual Abuse Claimant that he/she is entitled to seek legal counsel,

(h) advise a Child Sexual Abuse Claimant that Secular Law-Enforcement will be notified of the report and encourage all Sexual Abuse Claimants to notify and cooperate with the appropriate Secular Governmental Authority and appropriate Secular Law-Enforcement, and provide them, in writing, with the applicable contact information for Secular Law-Enforcement¹⁷, and

(i) provide a Child Sexual Abuse Claimant (or their legal guardians or other reporting individuals), in any in-person meeting or promptly by email after a phone or other remote interview, with a copy of RCCANO's policies regarding the handling of Child Sexual Abuse Claims in effect at the time of the report.

The Initial Contact Report shall include a section in which the VAC or SEC (a) confirms that each of the required elements to paragraph 3 has been met, and (b) notes whether the Sexual Abuse Claimant would like to be contacted further (and, if so, the method of contact), personally meet with the Archbishop, and receive the documentation of RCCANO's further actions.

¹⁶ See *USCCB Charter*, Art. 1.

¹⁷ See *USCCB Charter*, Art. 4; *USCCB Essential Norms*, § 11.

4. Within three (3) business days following the VAC or SEC's interview with the Sexual Abuse Claimant, a typewritten copy of the completed Initial Contact Report shall be provided to the following: (a) for Child Sexual Abuse Claims, (i) the Archbishop, (ii) the YPE, and (iii) if the Accused is Clergy, the Vicar for Clergy, and (b) for Adult Sexual Abuse Claims, (i) the Archbishop and (ii) either the Vicar for Clergy (if the Accused is Clergy) or the Director of Human Resources (if the Accused is not Clergy). The Initial Contact Report shall be placed in both (a) a newly-created file for the Sexual Abuse Claim that bears the Sexual Abuse Claimant's name, and (b) if an Accused is named, in any existing personnel file for the Accused or, if no such file exists, then in a newly-created file that bears the Accused's name. Such newly-created files shall be maintained by the YPE and the Vicar General. The newly-created Sexual Abuse Claimant file shall have a checklist of the following documents, to be updated as each document is placed in the file, and shall bear the date of filing of the document: (1) Initial Contact Report; (2) Initial Action Report; (3) Child Sexual Abuse Claim investigation report(s) and all underlying documents; (4) a list of all individuals interviewed and/or consulted in the course of the investigation and the last known phone number, home address, and email address for each; (5) any and all correspondence concerning any IRB deliberations and recommendations regarding the Child Sexual Abuse Claim, including all documents reviewed by the IRB; (6) the Archbishop's determinations as to any discipline arising from the Child Sexual Abuse Claim; and (7) a copy of the written communication to the Child Sexual Abuse Claimant of the final disposition of the Child Sexual Abuse Claim.

5. For a Child Sexual Abuse Claim where the Accused is Clergy, within three (3) business days of receipt of the Initial Contact Report, the Archbishop shall order the commencement of a prompt and objective investigation of such claim.¹⁸ Pending resolution of the investigation,

¹⁸ See *USCCB Charter*, Art. 5; *USCCB Essential Norms*, § 6.

the Archbishop shall implement precautionary protocols and other measures to best ensure the protection of the Claimant, Children, and the general public and safeguard against potential harm by the Accused by: (a) restricting the Accused's access to RCCANO locations and activities that might result in contact with the Claimant; and (b) exercising his discretion to: (i) place the Accused on administrative leave, or (ii) remove the Accused from ministry¹⁹ with Children; provided, however, that the RCCANO investigation may be suspended during the pendency of any Legal Proceeding²⁰ (although any applicable administrative leave may not). For a Child Sexual Abuse Claim where the Accused is not Clergy, within three (3) business days of receipt of the Initial Contact Report, the SEC shall consult with and assist the supervisor or employer of the Accused to implement precautionary protocols and other measures to place the Accused on administrative leave, pending resolution of any investigation of the Child Sexual Abuse Claim.²¹

6. With respect to Child Sexual Abuse Claims, within five (5) business days after receiving the Initial Contact Report, the YPE shall (a) review all documents in the newly-created claimant file and the Accused's personnel file, and (b) create and maintain a written form (the "Initial Action Report") that will include a description of each step and task to be completed in response to the Child Sexual Abuse Claim. The Initial Action Report shall be copied to the VAC or SEC (as applicable), the Archbishop, and the Vicar for Clergy if the Accused is Clergy, and placed in the files of the Child Sexual Abuse Claimant and the Accused as noted above. The YPE

¹⁹ As set forth in RCCANO's *Principles of Ethics and Integrity in Ministry: Code of Ethics*, "[m]inistry' is any activity held under the auspices of the Archdiocese of New Orleans."

²⁰ See *Vademecum*, § 26.

²¹ For the avoidance of doubt, the protections set forth in this paragraph 5 are additive to the reporting requirements set forth in Section C.6.b of the Provisions.

also shall follow the procedures in this paragraph and paragraph 5 if RCCANO first learns of a Child Sexual Abuse Claim through a Legal Proceeding (rather than an informal contact).

7. To ensure timely and thorough compliance with the procedures set forth herein, the YPE shall create a compliance report (the “Compliance Report”) that will include all of the tasks set forth in the Initial Action Report and monitor the progress on these tasks on no less than a monthly basis. The YPE shall review and update the Compliance Report (a) on a monthly basis and (b) contemporaneously upon notice of new or completed activity. Every step of the internal review process shall be memorialized in the Compliance Report.

8. Upon completion of monthly review, the YPE shall send an updated copy of the Compliance Report to (a) the Archbishop, (b) if the Accused is Clergy, the Vicar for Clergy, (c) the VAC or SEC (as applicable), and (d) the Child Sexual Abuse Claimant as indicated in the Initial Contact Report. An updated copy of the Compliance Report also shall be placed in the files of the Child Sexual Abuse Claimant and the Accused.

9. RCCANO shall create a form for Sexual Abuse Claimants to make a complaint. The form shall be prominently displayed on the RCCANO Website, together with a telephone number and email address. Upon request by email or telephone, the form will be made available to the requesting party by email or regular U.S. mail.

B. Upon receipt of an unsolicited report of new information regarding an existing Sexual Abuse Claim, the report/information shall be: (a) memorialized in the files of the existing Sexual Abuse Claimant and the Accused as set forth in paragraph 4 above; (b) shared with Secular Law-Enforcement to the extent required by the Provisions; and (c) during the pendency of an ongoing canonical investigation, made available to the investigator.

C. Any Sexual Abuse Claimant shall have the right to bring directly to the Archbishop or the YPE his/her perceived concerns or belief that the claim at issue is being mishandled under this Bill of Rights or the Provisions.

D. In addition to observing this Bill of Rights and the Provisions, the RCCANO Parties will observe all applicable secular laws and Canon Law. RCCANO certifies that this Bill of Rights and the Provisions are compatible with the promulgated Canon Law on the Effective Date.