

ARCHDIOCESE OF
CINCINNATI



MEMORANDUM OF UNDERSTANDING

between the Girl Scouts of Western Ohio and the Archdiocese of Cincinnati

This Memorandum of Understanding (hereafter, “Agreement”) between the Archdiocese of Cincinnati (hereafter, “Archdiocese”) and the Girl Scouts of Western Ohio which, for purposes herein, includes any of its troops/groups (hereafter, “GSWO”), constitutes a mutually respectful and agreeable relationship in which GSWO troops are approved to operate on the property of Catholic facilities within the Archdiocese (a “Catholic Facility” or the “Catholic Facilities”),¹ at the discretion of the pastor, as part of comprehensive Catholic youth ministry at those facilities.

GSWO understands that this Agreement shall not be construed as indicating that the Archdiocese or the Catholic Facilities endorse all policies or programs of GSWO or other Girl Scout organizations. Likewise, the Archdiocese understands that the motivating force in Girl Scouting is spiritual, and that GSWO is a congressionally chartered secular organization including people of many faith perspectives and practices. In that context, this Agreement shall not be construed as indicating that GSWO endorses all policies, programs, or practices of the Archdiocese for members who are not Catholic.

GSWO respects the teachings of the Roman Catholic Church and the practices, policies, aims, and objectives of the Archdiocese and the Catholic Facilities, and thus agrees to the following:

1. For any GSWO troops/groups that operate at Catholic Facilities, GSWO agrees that its employees, agents, and volunteers shall not in any way advocate or promote a policy, program, resource, view, or position that contradicts or undermines Archdiocese policy or Catholic teaching on faith or morals related to their services and programs for the troops and groups that are registered to meet at Catholic Facilities. GSWO will share guidance from the Archdiocese on any programs that are not permitted due to a communicated conflict with Catholic policy or teaching on faith or morals with these troops/groups. The Archdiocese shall be the sole

¹ For purposes of this Agreement, “Catholic facilities within the Archdiocese” means any facility owned or operated by any parish, school, agency, or other institution which operates under the administrative authority of the Archbishop of Cincinnati.

judge of whether a policy, program, resource, view, or position violates Archdiocese policy or Catholic teaching on faith or morals.

2. GSWO agrees to publicly acknowledge this Agreement by placing the following statement in the footer of the GSWO webpage:

By agreement, the Girl Scouts of Western Ohio may utilize the facilities of Catholic parishes, schools, agencies, and other institutions within the Archdiocese of Cincinnati which operate under the administrative authority of the Archbishop of Cincinnati. This does not mean that the Archdiocese of Cincinnati endorses all policies, programs, or resources of the Girl Scouts of Western Ohio or other Girl Scouts organizations.

In addition, GSWO and the Archdiocese agree to abide by the following policies and procedures:

1. GSWO agrees to comply, and ensure its employees, agents, and volunteers comply, with the Archdiocese Decree on Child Protection. All employees, agents, and volunteers of GSWO who are working with children or onsite at any Catholic Facility must be trained and compliant with Safe Parish, including by registering with Safe Parish as A9 Volunteers and listing the location of the Catholic Facility at which they will be working or volunteering. Upon request, GSWO shall provide the Archdiocese and the Catholic Facility whose property is being used with written documentation establishing compliance with this provision.

Before any employees, agents, or volunteers of GSWO work with children under this Agreement or are onsite at any Catholic Facility, GSWO shall perform criminal background checks, child sexual abuse screening, and all other legally required pre-employment screening for those employees, agents, and volunteers. GSWO further agrees to ensure that its employees, agents, and volunteers have completed child protection training acceptable to the Archdiocese Safe Environment Office. ~~Criminal background checks and proof of child protection training will be provided to the Archdiocese Safe Environment Office (aunderhill@catholiccoe.org) at least five (5) business days before the GSWO employees, agents, or volunteers begin work with children under this Agreement or are onsite at any Catholic Facility.~~ No GSWO employee, agent, or volunteer shall be permitted to work with children under this Agreement or be onsite at any Catholic Facility until proof of his/her background check and child protection training is received and approved by the Archdiocese Safe Environment Office. Upon request, GSWO shall provide the Archdiocese and the Catholic Facility whose property is being used with written documentation establishing compliance with this provision.

In the event that GSWO provides the Archdiocese with the names of potential Girl Scout volunteers and requests confirmation from the Archdiocese as to whether those volunteers are or are not Safe Parish approved, the Archdiocese shall provide such confirmation to

GSWO in writing.

2. GSWO shall maintain full and adequate insurance coverage including, but not limited to (a) Commercial General Liability Insurance with limits of not less than one million (\$1,000,000) per occurrence and two million (\$2,000,000) in the aggregate; and (b) Sexual Misconduct and Molestation Liability Insurance, either by endorsement to the general liability policy or a standalone policy, with limits of not less than one million (\$1,000,000) per occurrence and two million (\$2,000,000) in the aggregate, for all of its operations so as to protect GSWO, the Catholic Facilities whose properties are being used, the Archdiocese of Cincinnati, the Archbishop of Cincinnati, and all of their parishes, schools, clergy, agents, employees, and volunteers from any and all damage, loss, claim (including, but not limited to, any claim for death of or injury to persons or property), demand, liability, and expense, including reasonable attorneys' fees and litigation expenses, which they may suffer or incur arising out of any of the following: (1) the failure of GSWO in the performance of its responsibilities under this Agreement; (2) any act or acts of negligence (including the failure to act), failure to supervise, dishonesty, or sexual misconduct, or any other tort by any agent, employee, or volunteer of GSWO; (3) GSWO's use of the Catholic Facilities; and (4) GSWO's operations. GSWO's insurance policy(ies) shall additionally provide coverage for contractual liability covering GSWO's defense, indemnification, and hold harmless obligations set forth in this Agreement. Further, GSWO's insurance policy(ies) shall include a Waiver of Subrogation in favor of the Archdiocese, the Archbishop of Cincinnati, the Catholic Facilities, and all of their employees, agents, and volunteers. The Catholic Facilities whose properties are being used, the Archdiocese of Cincinnati, the Archbishop of Cincinnati, and their parishes, schools, former and current clergy, agents, employees, and volunteers shall be named as additional insureds under GSWO's insurance policy(ies). Upon execution of this Agreement, GSWO shall provide the Archdiocese and the Catholic Facilities whose properties are being used with a certificate of insurance confirming the existence of the insurance required under this Agreement. Further, GSWO shall immediately notify the Archdiocese and the Catholic Facilities if any coverage is suspended, terminated, or modified in any way.
3. The Archdiocese confirms that it has and shall continue to have, and shall make available to GSWO upon request, for the duration of this MOU the following insurance coverage: (a) Commercial General Liability Insurance with limits of not less than one million (\$1,000,000) per occurrence and two million (\$2,000,000) in the aggregate; and (b) Sexual Misconduct and Molestation Liability Insurance, either by endorsement to the general liability policy or a standalone policy, with limits of not less than one million (\$1,000,000) per occurrence and two million (\$2,000,000) in the aggregate, for all of its operations so as to protect GSWO and all of their officers, directors, agents, employees, volunteers, successors, and assigns against and all damage, loss, claim (including, but not limited to, any claim for death of or injury to persons or property), demand, liability, and expense, including reasonable attorneys' fees and litigation expenses, which they may suffer or incur arising out of any of the following, including such claims that arise in the Catholic Facilities: (1) the failure of the Archdiocese in the performance

of its responsibilities under this Agreement; (2) any act or acts of negligence (including the failure to act), failure to supervise, dishonesty, or sexual misconduct, or any other tort by any agent, clergy, employee, or volunteer of the Archdiocese; and (3) the Archdiocese's operations. The Archdiocese's insurance policy(ies) shall additionally provide coverage for contractual liability covering the Archdiocese's defense, indemnification, and hold harmless obligations set forth in this Agreement.

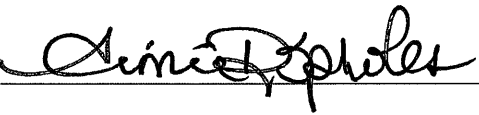
4. Upon execution of this Agreement, GSWO (if it or any of its employees are eligible for Ohio Workers' Compensation coverage) shall provide the Archdiocese and the Catholic Facilities whose properties are being used with a copy of its Certificate of Premium Payment ("Certificate") issued by the Ohio Bureau of Workers' Compensation and shall provide an updated Certificate no later than the expiration date of the previous Certificate. GSWO shall immediately notify the Archdiocese and the Catholic Facilities whose properties are being used if its Workers' Compensation coverage is suspended, terminated, or modified in any way.
5. GSWO shall defend, indemnify, and hold the Catholic Facilities whose properties are being used, the Archdiocese of Cincinnati, the Archbishop of Cincinnati, and their parishes, schools, clergy, officers, directors, agents, employees, volunteers, successors, and assigns harmless from and against any and all damage, loss, claim (including, but not limited to, any claim for death of or injury to persons or property), demand, liability, and expense, including reasonable attorneys' fees and litigation expenses, which they may suffer or incur arising out of any of the following: (a) the failure of GSWO in the performance of its responsibilities under this Agreement; (b) any act or acts of negligence (including the failure to act), failure to supervise, dishonesty, or sexual misconduct, or any other tort by any agent, employee, or volunteer of GSWO; (c) GSWO's use of the Catholic Facilities; and (d) GSWO's operations.
6. The Archdiocese shall defend, indemnify, and hold GSWO and its officers, directors, agents, employees, volunteers, successors, and assigns harmless from and against any and all damage, loss, claim (including, but not limited to, any claim for death of or injury to persons or property), demand, liability, and expense, including reasonable attorneys' fees and litigation expenses, which they may suffer or incur arising out of, including in the Catholic Facilities: (a) the failure of the Archdiocese in the performance of its responsibilities under this Agreement; (b) any act or acts of negligence (including the failure to act), failure to supervise, dishonesty, or sexual misconduct, or any other tort by any agent, employee, or volunteer of the Archdiocese; and (c) the Archdiocese's operations.
7. The Archdiocese agrees to maintain regular and ongoing communication with GSWO.
8. The parties agree to discuss in good faith any disputes that arise between them having to do with Church teaching and/or Archdiocesan policy.
9. The Archdiocese reserves the right, at its sole discretion, to dismiss individual scout

leaders, employees, volunteers, and/or entire troops for a violation of this Agreement.

10. The parties agree that GSWO, along with its Girl Scout troops/groups, and the Catholic Facilities whose properties are being used under this Agreement shall enter into written Facility Use Agreements. The parties further agree that the terms of this Agreement shall be incorporated into all such Facility Use Agreements.
11. This Agreement will guide the ongoing relationship between the Archdiocese and the GSWO unless otherwise terminated.
12. The term of this Agreement shall begin on the last date written below and continue for three years unless terminated by either party upon thirty (30) days prior written notice.
13. This Agreement reflects the entire agreement of the parties on the matters set forth herein. This Agreement supersedes all prior negotiations, understandings, contracts, and agreements between or among the parties on the matters specifically set forth herein. This Agreement may only be modified or changed by a writing duly executed by the parties and may not be orally modified, changed, or altered in any way.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflicts of law principles. Any action to enforce this Agreement or concerning the validity or breach of any provision of this Agreement shall be brought only in the Hamilton County, Ohio Court of Common Pleas.
15. All provisions of this Agreement which by their nature should, or by their express terms do, survive or extend beyond the termination or expiration of this Agreement shall so survive and extend.
16. By execution of this Agreement, each of the parties represents and warrants to the other that the signatories hereto are authorized to bind all of the individuals and entities intended to be bound by this Agreement, and each of the parties represents and acknowledges that they have read and have a full understanding of the terms hereof and that they voluntarily agree to and accept the terms of this Agreement. The parties also acknowledge they have had the opportunity to consult with counsel of their respective choice in connection with the matters related to this Agreement.

[Signature Page Follows]

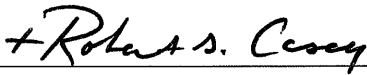
Girl Scouts of Western Ohio

Signed: 

Title: President and CEO, Girl Scouts of
Western Ohio

Date: 9/29/2025

Archdiocese of Cincinnati

Signed: 

Title: Archbishop of Cincinnati

Date: 9/29/2025