**B: Sample Contract Between Units for a Confrere(s) working in a Unit other than his Unit of Origin (1)**

REDEMPTORIST CONTRACTUAL AGREEMENT BETWEEN

The Province of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This contractual agreement will serve to fulfill the requirements of General Statutes 0185—0188 and the decision of the Canonical Phase of the 25th General Chapter, November of 2016.

The Provincial Superiors of the above named Units of the Congregation of the Most Holy Redeemer agree and mutually consent that:

(Fr.) (Bro.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a member in good standing of the (Vice) Province/Region of \_\_\_\_\_\_\_\_\_\_\_\_, will reside and minister in the territory of the (Vice)Province of \_\_\_\_\_\_\_\_\_ for a period of \_\_\_\_\_\_ year(s).

The purpose of his stay in the Province of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be:

[ ] Study

The University or Institute at which he will study: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Degree or Title he will be pursuing: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The number of years normally required for earning this title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ] Apostolic work in benefit of an (Arch)Diocese

The place in which he will exercise this ministry:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The ministries in which he will engage are:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ] Apostolic work in an (Arch)Diocese for benefit of his local unit

The place in which he will exercise this ministry is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The ministries in which he will engage are: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Restrictions or limitations upon his ministerial activity:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place of Residence:

[ ] A community of the Province of[[1]](#footnote-1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Community:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ] A community of his unit of origin[[2]](#footnote-2) in the (for example) USA: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ] Another place3:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Major Superiors of both of the above-named units will ensure compliance with the following conditions for residency and/or work in the territory of the Province of \_\_\_\_\_\_\_\_\_\_\_\_\_\_:

1. The Province of \_\_\_\_\_\_\_\_\_\_\_\_\_ accepts no responsibility for any criminal or civil liability or penalties that result from any misconduct on the part of the above named Redemptorist confrere. Any civil or criminal suit brought against the Province of \_\_\_\_\_\_\_\_ due to the behavior of the above named confrere while working in the territory of the Province of \_\_\_\_\_\_\_ will be immediately tendered to his unit of origin, which assumes all responsibility and legal, moral and financial liability for the behavior of their confrere while residing and working in the country of \_\_\_\_\_\_\_\_\_\_. Any legal fees incurred by the Province of \_\_\_\_\_\_\_\_ in defense of any accusation or legal suit brought against it due to the behavior of the above named confrere will be promptly reimbursed to the Province of \_\_\_\_\_\_\_\_ by the confrere’s Unit of Origin.
2. The Major Superior of the above named confrere is responsible for ensuring that he has received faculties for ministry from the Local Ordinary of the (Arch)Diocese in which he will be residing and working or studying. In the absence of these faculties from the local Ordinary, the above named confrere will refrain from any public ministry activity.

1. The Major Superior of the above named confrere agrees to exercise regular supervision over the confrere, ensuring compliance with all of the norms of professional and ethical conduct governing public ministry in \_\_\_\_\_\_\_\_\_\_\_. When engaging in any work outside of the (Arch)Diocese to which he is assigned and in which he has received faculties from a local Ordinary, his own Major Superior will issue a letter of good standing in timely manner.
2. The confrere will engage in no corollary or supplemental apostolic ministry while in \_\_\_\_\_\_\_\_ other than that which is explicitly described above.
3. If the confrere is working for a (Arch)Diocese of (country) \_\_\_\_\_\_\_ at the invitation of a local Ordinary, then the local (Arch)Diocese will act as official sponsor for a religious worker visa with the Immigration and Customs Service of the country concerned. In this case, the confrere is prohibited from exercising any monetarily remunerated ministry beyond that which the (Arch)Diocese has specified as conditions for his Religious Worker Visa or Residency permit.
4. If the purpose of the confrere’s stay is study, then his Major Superior will ensure that he has secured a proper student visa prior to his arrival in the country concerned. At the expiration of his student visa, or his attainment of the academic title he is pursuing, whichever comes first, he will return to his Unit of Origin. If his visa expires and he has not yet earned the academic degree, his Major Superior may request an extension of his stay from the Provincial Superior of \_\_\_\_\_\_\_\_\_\_, conditional upon the extension by the Government of the student visa. Under no circumstances will the confrere coming to pursue a higher degree \_\_\_\_\_\_\_\_\_ enter the country with a Religious Worker Visa, or change his status from that of student to Religious worker while here, without prior consent of both HIS own Major Superior and the Provincial Superior of the Province of \_\_\_\_\_\_\_\_\_\_\_\_\_.
5. Upon expiration or cancellation of the student, religious worker visa, or permit of residence, and/or the term limitation of this contractual agreement, the above named confrere will promptly return to his Unit of Origin. The Provincial of the Province of will be immediately informed by the confrere’s Major Superior that he has left the territory of the Province of \_\_\_\_\_ and has been reassigned elsewhere.
6. The above named confrere while in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will comply with all the requirements of the local Bishop’s Conference regarding protection of minors and vulnerable adults, and fundraising efforts for organizations based outside of \_\_\_\_\_\_\_\_\_\_\_. He will abide by all of the official policies of the local (Arch) Diocese in which he is working.
7. The confrere will abide by both the official policy of his own unit regarding the protection of minors and vulnerable adults, and be familiar with and abide by the policy of the Province of \_\_\_\_\_\_\_.
8. The above named confrere, because he is working in the territory of the Conference of \_\_\_\_\_\_\_\_, has the right to participate in the Conference Assembly according to the conditions of its bylaws. Therefore, if living outside of community, or in a community of his own Unit within the Province of \_\_\_\_\_\_\_\_, he should maintain regular contact with the nearest Community of that Province, and make an effort to participate as far as reasonably possible in the Province of \_\_\_\_\_\_\_ and the Conference of \_\_\_\_\_\_\_\_\_\_\_ group events and celebrations.
9. If the above named confrere violates any of the provisions of this contractual agreement, the Provincial Superior of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ may withdraw his consent. In such a case, the Major Superior of his Unit of Origin will ensure that the confrere permanently leaves the territory of the Province of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ within a period of 30 days.

Financial Considerations:

All money earned by the above named confrere while living and working in the Province of \_\_\_\_\_\_\_ belongs to his Province of Origin. All expenses accrued by the confrere are the responsibility of the Unit of Origin. The Unit of Origin will promptly reimburse the Province of \_\_\_\_\_\_\_\_ for any expenses to the Province of \_\_\_\_\_\_\_\_\_\_ incurred by the Confrere.

At the request of the Major Superior of the above named confrere, the Province of \_\_\_\_\_\_\_ may act as financial intermediary or fiduciary for the above named confrere either on an ad hoc basis, for a temporary period of time, or for the duration of the confrere’s stay in the Province of \_\_\_\_\_\_\_\_\_\_\_\_.

If the above named confrere resides in a Redemptorist Community of the Province of \_\_\_\_\_\_\_, The Treasurer of the that Province will negotiate for the local community a fair financial contribution from the Unit of Origin to cover the cost of the confrere’s food and lodging. This contribution may be either monetary or by way of apostolic work or internal ministry.

Changes to this Contractual Agreement:

The terms of this contractual agreement can be renegotiated and altered prior to its expiration at the request of either the Provincial Superior of the Province of \_\_\_\_\_\_\_\_ or the Major Superior of the above named confrere’s Unit of Origin. Any proposed changes will respect the requirements of the particular law of the Congregation of the Most Holy Redeemer, and the Provincial Statutes of the Province of \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Very Rev. NNN, C.Ss.R.*

*Provincial Superior – (Vice)Province \_\_\_\_\_\_\_\_\_\_\_\_\_\_*

And

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Very Rev. NNN, C.Ss.R.*

*Provincial Superior – (Vice)Province \_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Very Rev. NNN, C.Ss.R.*

*Provincial Superior – (Vice)Province \_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. A confrere residing in a community of the Province of \_\_\_\_\_\_\_\_\_\_\_\_ will be expected to participate in the full life of the Redemptorist local community, including attendance at community prayer, community meetings, meals, recreational activities. He will participate in the formulation of and live according to the local community’s Plan for Community Life. He will be subject to the local superior of the community in all areas of Redemptorist Religious life. [↑](#footnote-ref-1)
2. According to General Statute 0186, no unit can establish a community within the territory of another without prior approval of the Extraordinary Provincial Council of the territory in question, as well as the permission of the General Government. In the case of a legitimately established community of this kind, the local superior of the community will maintain regular communication with the Provincial Superior of the Province of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In particular, any changes to those assigned and/or in residence of said community, or changes in the ministerial work or apostolic mission of the confreres assigned there, should be communicated to the Provincial Superior of the Province of \_\_\_\_\_\_ as soon as they occur.

   3 If the confrere is residing in a place other than an established community of the Province of \_\_\_\_\_\_\_\_\_ or a community of his own unit within the Province of \_\_\_\_\_\_\_\_\_\_\_\_, then his Major Superior will issue a decree allowing him to live outside of community and promptly inform the General Government. When he returns to community at the end of the period of this contractual agreement, it will likewise be the responsibility of his Major Superior to inform the General Government of this change of status. [↑](#footnote-ref-2)