

AUTHORITATIVE SOURCE NOTICE**This is a reference copy only.**

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Content fingerprint at time of download: df78229396e0a8cd

Seton Collaborative — Master Terms and Conditions

Applicable to all Services and Service Level Agreements ("SLA(s)").

Version 1.3 · Effective July 9, 2026

Source: Seton Master T&C; v1.3 (2026-07-09)

1. Scope of Services

Seton provides a comprehensive range of operational, financial, technology, consulting, and ministry support services to parishes, schools, regional collaboratives, and diocesan entities. Services include, but are not limited to:

Baseline Support Services

Ongoing operational and administrative support.

Projects

Any defined or ad hoc initiative requiring additional resources or specialized skills.

Project Management

Oversight of internal and third-party initiatives.

Consulting Services

Advisory support on strategy, operations, finance, technology, ministry programs, facilities, and other areas as requested.

Regional Collaboratives

Formation, administration, and support of multi-parish initiatives, including financial management, donor acknowledgment, contribution tracking, and reporting (as per diocesan and IRS guidelines).

IT Services

Technology planning, support, vendor coordination, licensing, cybersecurity, infrastructure compliance, and project implementations.

Financial Services

Bookkeeping, AR/AP, reconciliations, contribution tracking, donor restriction compliance, 1099 filings, monthly and annual reporting.

Other Services

Any operational, administrative, technical, or strategic support provided upon request by the client and agreed to by Seton, including services not specifically enumerated in this document or any SLA.

This list is expressly non-exhaustive.

Any service provided by Seton—whether expressly listed, implied, or newly developed—shall be specifically outlined in an SLA (signed by all parties) and shall be governed by these Terms and Conditions.

Engagement with Seton in any way and for any service constitutes full acceptance of these Terms.

If there is an inconsistency between these Terms and an SLA, then the SLA shall govern.

2. Service Levels

Seton will deliver services in accordance with professional standards, diocesan policies, and applicable laws. Response times, resolution targets, deliverables, and reporting frequency will be defined in individual SLAs. Delays caused by client inaction or external factors are not breaches of these Terms.

3. Client Responsibilities

Clients must:

- Provide accurate, complete, and timely information, documentation, and data necessary for Seton to perform services.
- Ensure unrestricted access to systems, premises, personnel, and any other resources required for service delivery.
- Maintain and upgrade infrastructure, hardware, software, and security systems to comply with all current and future technology standards mandated by the Diocese of Bridgeport or Seton.
- Adhere to diocesan and civil policies on accounting, reporting, contributions handling, donor acknowledgments, and data protection.
- Respond promptly to requests for approvals, signatures, and clarifications to avoid delays.
- Safeguard credentials, licenses, or access provided by Seton, reporting any loss or misuse immediately.
- Make timely payments as invoiced under SLAs or project agreements.
- Follow diocesan requirements for financial controls, dual-signature authorizations, and parish/region-level donor communication.

Failure to meet these obligations may result in delays, additional costs, suspension of services, termination of agreements, or recovery actions without liability to Seton.

4. Right to Suspend Services

Seton may immediately suspend or limit services under these conditions:

- Non-payment of invoices.
- Repeated failure to provide information, approvals, or access needed for rendering service or service delivery.
- Failure to maintain technology environments or adopt required upgrades within reasonable notice periods.
- Breaches of confidentiality, security, misuse of services, or non-compliance with diocesan policies.

Suspension does not waive Seton's right to recover fees, costs, damages, or interest associated with the engagement.

5. Change Management

Changes to scope or additional service requests must be mutually agreed in writing and may result in separate fees, revised timelines, or amended SLAs.

6. Fees and Invoicing

All services, recurring or one-time, listed or unlisted, are billable unless expressly stated otherwise in writing. Invoices are due upon receipt unless otherwise stated. Late payments incur interest, collection costs, and potential suspension of services.

7. Payment Terms for Technology Projects

For any technology project that includes hardware, software, and/or professional services (whether performed by Seton or by approved subcontractors), payment is structured as follows:

(a) Hardware and prepaid software.

One hundred percent (100%) of the price of all hardware, and of any software licenses or subscriptions Seton must prepay to a vendor, is due before Seton places the order. These amounts are nonrefundable once ordered.

(b) Services deposit.

Fifty percent (50%) of all other services (labor, professional services, installation, configuration) is due before work begins.

(c) On completion.

Twenty-five percent (25%) of services is due upon Seton's completion of the work.

(d) On acceptance.

The final twenty-five percent (25%) of services is due upon client acceptance. Work is deemed accepted if the client places it into production use, or does not deliver a written, good-faith list of deficiencies within ten (10) business days of Seton's notice of completion.

(e) Subcontractor deposits.

Where a subcontractor requires its own deposit, that requirement passes through to the client on the same or earlier schedule.

(f) Shipping and taxes.

Freight, shipping, and applicable taxes are added to the project price.

(g) Cancellation.

If the client cancels after hardware or software is ordered, those amounts remain due in full. Services performed through the cancellation date are billed at Seton's rates.

8. Third-Party Vendors

Seton may recommend, engage, or manage third-party vendors on behalf of clients but Seton is not liable for vendor performance. Vendor's costs are the client's responsibility unless otherwise agreed in writing. Clients must ensure all work from a third-party vendor complies with diocesan and legal standards, including but not limited to Safe Environments, insurance coverage, and contract preparation, review, and execution. Seton may aid client in ensuring that third-party vendors comply with diocesan and legal standards, but are not responsible for said compliance.

Common contract topics with vendors may include the following (though actual provisions are subject to legal review and may be more expansive):

Insurance Requirements

Vendors must maintain Workers' Compensation (statutory), General Liability (\$2M aggregate, \$1M per occurrence), Professional Liability (\$1M minimum), Cyber Liability (\$5M minimum), Business Auto Liability (\$1M combined), and Umbrella Liability (\$5M minimum). All policies must name client, Seton Collaborative, and the Diocese of Bridgeport as additional insureds and include 30-day advance notice of cancellation.

Safe Environment Compliance

Vendors must comply with all Safe Environment policies of the Diocese of Bridgeport, ensure all employees are VIRTUS-trained and background checked, submit personnel rosters for verification by the Safe Environment Office, bear the cost of compliance, and remove any personnel upon request.

Right of Removal

Removal of vendor personnel for misconduct, failure to comply with policies, or poor performance.

Subcontracting

No subcontractors are allowed without prior written consent. All approved subcontractors are bound to the same terms.

Independent Contractor Status

Vendors are independent contractors responsible for all employment taxes, benefits, insurances, and supervision of personnel. Nothing in this agreement shall be construed to create an employment relationship.

Waiver of Liens

Vendors and subcontractors may not file any liens on Seton, diocesan, or parish property. Any such claim must be resolved within 30 days at vendor's expense.

Confidentiality

Vendors must safeguard confidential information using at least a reasonable standard of care, restrict access to authorized personnel, prohibit copying or reverse engineering, promptly notify Seton of breaches, return or destroy confidential materials upon request, ensure subcontractor compliance, and comply with applicable laws including export control and data protection regulations.

No Advertisement

Vendors may not use Seton or Diocese of Bridgeport names or logos without express written permission.

Legal Compliance

Vendors must comply with all applicable laws, regulations, and diocesan policies in the delivery of services.

Indemnification

Vendors shall defend, indemnify, and hold harmless Seton and its affiliates from any claims, damages, or liabilities arising from their acts, omissions, subcontractors, or third-party claims, including breach of contract, policy violation, IP infringement, data privacy violation, or legal non-compliance.

9. Data Management, Confidentiality, and Records Ownership

Seton and its clients acknowledge that confidential and proprietary information may be exchanged during the course of service delivery.

Confidential Information means all non-public, proprietary, or sensitive data disclosed in any format. This includes, but is not limited to, parish or school data, financial information, plans, donor data, or internal communications.

Confidential Information does not include information that: (a) was publicly available at the time of disclosure; (b) was lawfully known by the recipient prior to disclosure; (c) was independently developed without reference to disclosed information; or (d) was lawfully obtained from another source without obligation of confidentiality.

Obligations:

- Seton and all clients shall safeguard Confidential Information with reasonable care.
- Access must be limited to authorized personnel or advisors with a legitimate need.
- Data may only be used to perform services outlined in SLAs.
- Reverse engineering, copying, disclosing, or misuse is strictly prohibited.
- Any breach or suspected breach must be reported immediately.
- Upon conclusion of services, Confidential Information must be returned or destroyed, unless retention is required for auditing or compliance.
- These terms apply to all parties' employees, contractors, and representatives.

Seton retains copies of records it creates (financial reports, files, operational data) for compliance and internal documentation purposes.

10. Term and Termination

These terms remain in effect for the duration of any SLA, project, or service engagement. Agreements renew automatically unless terminated with written notice (minimum 30 days unless otherwise specified). Termination for cause is permitted for material breaches unremedied within 30 days of notice. Seton may immediately terminate services for non-compliance with diocesan mandates or repeated breaches.

11. Limitation of Liability

IN NO EVENT SHALL SETON BE LIABLE ARISING OUT OF, IN RELATION TO, OR IN CONNECTION WITH ANY SERVICE THAT IT PROVIDES UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION OF VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

IN NO EVENT SHALL SETON'S AGGREGATE LIABILITY ARISING OUT OF, IN RELATION TO, OR IN CONNECTION WITH ANY SERVICE THAT IT PROVIDES UNDER, IN RELATION TO, ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID FOR SAID SERVICE(S).

12. Indemnification

The parties shall defend, hold harmless and indemnify each other and The Bridgeport Roman Catholic Diocesan Corporation from and against any claim or cause of action based upon, related to, in connection with, or arising out of the respective party's breach of this Agreement or the respective party's negligence or wrongful conduct and those of its respective members, officers, employees, volunteers, agents, students, guests, customers, and invitees.

13. Insurance

The parties acknowledge that they are covered under the same insurance policy associated with the Bridgeport Roman Catholic Diocesan Corporation ("BRCDC") with established coverage limits in place for all Diocesan entities. Each is responsible for the amount of its own premium.

14. Dispute Resolution

Disputes will first be addressed through good-faith discussion. If unresolved, matters escalate to diocesan leadership for mediation prior to legal action. Venue and jurisdiction for any legal proceedings shall be within the Diocese of Bridgeport. This Agreement shall be governed by and construed under the laws of the State of Connecticut, without regard to its conflict of law principles.

15. Integration with SLA

SLAs specify services, deliverables, fees, and timelines. These Terms apply broadly to all services, including future, custom, or implied services not expressly described in an SLA, unless a written amendment states otherwise.

16. Entire Agreement

These Terms, the SLA(s), and any other document incorporated or referenced in these Terms or an SLA, set forth the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersede all terms in any prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by either party or any officer, employee, or representative of either party relating thereto.

17. Amendment

No change to these Terms or any SLA is binding upon the parties unless it is in writing, specifically states that it amends these Terms or an SLA, and is signed by an authorized representative of the parties.

18. Assignment

Only Seton may assign, transfer, delegate, or subcontract its rights or obligations under these Terms or an SLA, and Seton may do so without prior consent.

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