

EXHIBIT E

**SETTLEMENT PLAN:
ADDITIONAL NON-MONETARY PROVISIONS**

**NON-MONETARY UNDERTAKINGS OF THE
CATHOLIC DIOCESE OF WILMINGTON, INC.**

1. For a period of not less than ten (10) years after the Effective Date, the Diocese will post on the Diocesan Web site home page (www.cdow.org/), or its successor, the names of all known diocesan clergy or lay employees regarding whom there are admitted, corroborated or otherwise substantiated allegations of sexual abuse, molestation and rape of minors. The Diocese and the Official Committee of Unsecured Creditors will agree on the list of names prior to the Effective Date. Any disputes regarding this list will be resolved by the Special Arbitrator.¹ After the Effective Date, the Diocese will add any additional names to list to the extent the criteria set forth above is satisfied. Notwithstanding the foregoing, the Diocese shall maintain the posting for any longer period of time if recommended by the U.S. Conference of Catholic Bishops.

2. Diocese will make available reasonable space (approximately 500 words or ½ page) in each issue of the diocesan newspaper, *The Dialog*, or its successor, for one (1) year after the Effective Date to allow any Allowed Tort Claimants (other than persons who elect Convenience Class Treatment) to tell his or her story of abuse by priests, religious or lay employees, if they desire to publish their story. The Diocese reserves the right to object to publishing any letter that contains unnecessary profanity or other objectionable material and to the extent the objection cannot be resolved, it will be decided by the Special Arbitrator, whose decision will be final and non-reviewable. To the extent the Dialog is no longer published, any such letters will be posted on the Diocesan Web site for at least as long as the posting described in paragraph 1 is maintained.

3. Within a reasonable time after the effective date of the Plan, the Bishop or principal leader of Settling Party will send letters of apology to any Allowed Tort Claimant or immediate family members who requests a letter. Letters of apology will state that the survivor was not at fault for the abuse and that the Diocese takes responsibility for the abuse. The Bishop will personally sign the letters of apology.

4. The Diocese will institute a policy requiring that the Bishop, all Ecclesiastical Officers, Department Heads and official spokespersons not refer either verbally or in print to sexual abuse claimants as “alleged” claimants, “alleged” victims or “alleged” survivors and will require the same to refer to claimants as “survivors of clergy sexual abuse” or “survivors of sexual abuse perpetrated by lay employees.”

5. Annually, the Bishop, all Ecclesiastical Officers² and Department Heads will certify and affirm in writing, that they have no undisclosed knowledge of priests or lay

¹ The Special Arbitrator will be determined by mutual agreement of the Committee and the CDOW Entities prior to the Effective Date, and will be replaced by another mutually acceptable party to the extent he or she resigns or is otherwise incapable of serving. If the Committee and the CDOW Entities cannot agree on a mutually acceptable party to serve as Special Arbitrator, the Bankruptcy Court will, upon motion of either party, appoint the Special Arbitrator on an expedited basis.

² For the Diocese, Ecclesiastical Officers shall include the Chancellor, the Vicar General for Administration, the Vicar General for Pastoral Services, and the Vicar for Priests. For Religious Congregations, Ecclesiastical Officers shall include the Provincial, members of any Provincial Council, all religious superiors, and any personnel responsible for the placement, supervision, and/or fitness of congregation members.

employees regarding whom there are admitted, corroborated or otherwise substantiated allegations of sexual abuse of minors after the Effective Date, or, if they have such knowledge, other than through a Stipulated Privilege, that it has been reported to law enforcement in accordance with applicable legal mandatory reporting requirements or reporting protocols. Every five years, all priests, and vowed religious employees, in active ministry of the Diocese also will make such a certification, substantially in the form attached hereto as Exhibit "A," as provided in the "For the Sake of God's Children" program. In connection with his annual certification, the Bishop will write to all priests and religious employees in active ministry and instruct them to inform him about any priests, religious or lay employees regarding whom there are admitted, corroborated or otherwise substantiated allegations of sexual abuse of minors after the Effective Date. With his annual letter, the Bishop will include the certification form attached as Exhibit A, and will encourage priests and religious employees also to sign the certification on an annual basis.

6. The Diocese will prominently display a plaque in each Diocesan or parish school stating: "The abuse of the spiritual, emotional, physical and moral well-being of the children and young men and women of [name of school] shall not be tolerated" The dimensions of these plaques shall be no less than 8.5 inches by 11 inches shall be placed next to the door of the primary leader, Bishop, Provincial or Principal's office. Plants, furniture, or any other items shall not obstruct these plaques.

7. The Diocese of Wilmington's seminarians, regardless of where they are in training as candidates for the priesthood in the Diocese of Wilmington, in addition to their education and training at their seminaries regarding the childhood sexual abuse and the prevention, detection and reporting of such abuse, shall be required to hear directly, annually, from survivor-advocates and third-party child protection professionals mutually acceptable to the Diocese and the Child Protection Consultant (defined below) about the devastating impact of childhood sexual abuse on the lives of survivors and the critical importance of the seminarians' responsibility to report any suspicions or knowledge of abuse to the proper civil authorities. Settling Parties such as religious orders or the Provincial shall make similar arrangements for volunteer survivor-advocates and mutually acceptable child protection professionals to speak in front of their seminarians on an annual basis. The Child Protection Consultant will evaluate and make public recommendations with respect to the foregoing programs and shall be permitted to attend and observe the inaugural presentation to the seminarians and subsequently attend and observe these presentations not less frequently than every five years.

8. As of the Effective Date, the Diocese will retain a third-party expert in the field of child protection that is mutually acceptable to the Diocese and the Committee (the "Child Protection Consultant") for the purpose of: (a) reviewing and making recommendations with respect to the regular seminarian training programs as set forth in paragraph 7 and approving third-party professionals involved with such programs; and (b) evaluating and making public recommendations with respect to all current and future child protection programs administered by the Diocese. Such public recommendations will be issued by the Child Protection Consultant for the first time within 120 days of the Effective Date, and thereafter in accordance with the timetable set forth below. The Diocese will fund all current and future costs and expenses associated with retaining the Child Protection Consultant.

9. The Diocese shall publicly announce and post on www.cdow.org/ for a period of five (5) years its policy of releasing all survivors from any confidentiality provisions in settlement agreements, which they signed as a condition to such settlements. The Diocese shall contact counsel for all survivors who entered into such confidentiality agreements to inform them that they are not bound by such agreements. In addition, the Diocese agrees that all confidentiality agreements involving sex abuse survivors are terminated and that the identities of priests or lay persons named in settlement agreements containing confidentiality provisions may be made public. No victim's identity may be released or revealed without his or her permission. The Diocese shall forbid confidentiality provisions in any settlement agreement related to sexual abuse entered into by the Diocese and/or parish except at the written request of the survivor claimant.

10. Within 30 days of the Effective Date, the Bishop in his official and personal capacity shall issue a written statement of gratitude for the survivors who have the courage to speak about the sexual abuse they suffered as minors. This statement will be posted on www.cdow.org and within fifteen (15) days of the Effective Date published prominently in a ½ page ad in *The Dialog* and a ½ page ad in *The News Journal*. Within two (2) years after the Effective Date, the Bishop will personally visit each parish where a priest regarding whom there are admitted, corroborated or otherwise substantiated allegations of sexual abuse of minors was assigned. The Bishop will express his gratitude for the survivors who have had the courage to speak about the sexual abuse they suffered as minors and will apologize. The Bishop's visit will be scheduled and publicized on www.cdow.org and in parish bulletins at least thirty days in advance.

11. The Diocese shall continue to require and fund annual mandatory reporting training for all of its employees. The Child Protection Consultant will evaluate and make public recommendations with respect to the foregoing program.

12. The Diocese shall continue to develop, publish and implement a child abuse prevention curriculum ("Keeping Our Promises") for all Catholic schools in the Diocese of Wilmington affiliated with the Diocese and/or Settling Party, and in all parish religious education programs. Each parochial and private Catholic school in the Diocese of Wilmington affiliated with the Diocese and/or Settling Party shall adopt a curriculum that informs and empowers those served by Catholic education in a manner that fosters dignity, prevents abuse, and encourages communication of potential and actual abuse. The curriculum shall educate children, young people and their parents in a manner that prepares them to create and maintain a safe environment. The curriculum shall be age-appropriate, and include instruction in ways to prevent, identify and report child sex abuse. Full compliance with a ZERO TOLERANCE policy is mandatory. The Child Protection Consultant will evaluate and make public recommendations with respect to the foregoing programs.

13. The Diocese currently maintains a child protection program called "For the Sake of God's Children." This program includes the education and training of seminarians regarding the detection, prevention and reporting of child sexual abuse, mandatory reporting training for all lay employees with regular contact with children, and a child abuse prevention curriculum, "Keeping Our Promises." This program was designed, and has been implemented and overseen by several committees that include professionals in fields dealing with child abuse. The Child

Protection Consultant will evaluate and make public recommendations with respect to the foregoing programs.

14. Not less frequently than every five years after the Effective Date, the Diocese will retain the Child Protection Consultant, or another third-party expert that is mutually acceptable to the Diocese and the Child Protection Consultant, to re-evaluate and make recommendations with respect to the programs and procedures referenced above. Upon appointment, such third-party will then act as Child Protection Consultant hereunder until such time as he or she is succeeded by another mutually accepted third-party as described above.³

15. On an annual basis the Diocese will submit to the Child Protection Consultant and publish on its Web site its annual audit, prepared in accordance with the instructions specified on Schedule 1 attached hereto, of: (a) its compliance with the United States Conference of Catholic Bishops' *Charter for the Protection of Children and Young People*; and (b) the foregoing child protection programs. The Diocese may itself retain the Child Protection Consultant to conduct the annual audit.

16. The Bishop shall issue a public statement regarding the Child Victim's Act that will include an acknowledgement that he has been told by survivors of sexual abuse that the Act helped many of them to come forward and deal with the abuse they suffered, and that he is grateful that they have done so.

17. The Diocese shall publish on the Diocesan Web site home page (www.cdow.org/), or its successor, as standalone documents, the two finalized, mutually agreed upon lists of non-monetary stipulations for a period of one (1) year.

18. To the extent any non-CDOW Entity becomes a Settling Party under the Plan, such non-CDOW Settling Party shall be responsible for payment of all costs and expenses associated with such non-CDOW Settling Party's own compliance with the non-monetary provisions.

³ In the event that any sitting Child Protection Consultant is unwilling or unable to choose its successor, the Diocese or any other claimant in the bankruptcy case will petition the Special Arbitrator to appoint a successor Child Protection Consultant. In the event that the Special Arbitrator is unwilling or unable to choose a successor Child Protection Consultant, the Diocese or any other claimant in the bankruptcy case will petition the Bankruptcy Court to appoint a successor Child Protection Consultant.