

EXHIBIT L
STIPULATED NON-MONETARY COVENANTS

Stipulated Non-Monetary Covenants

Introduction

The historical experience of the Archdiocese in connection with decades of childhood sexual abuse has led not only to its Chapter 11 Bankruptcy Case, but also to a historical disclosure of documents in a public Archive. The document disclosure to the UNM Southwest Special Collections Archive at Zimmerman Library is unprecedented across the country. This is in keeping with the Archdiocese's desires to provide transparency as to how these decades of widespread abuse and occurred, and to try to prevent any future abuse going forward. In the 1990's, the Archdiocese dealt with disclosures from many survivors, including some through related litigation. As a result, the Archdiocese developed experience with implementing safeguards and developing policies and procedures that, as far as the data shows, has been largely effective in protecting children. Nonetheless, these Non-Monetary Covenants are hereby stipulated to in keeping with those goals, and continuing or even advancing the measures adopted over the past few decades, especially as funneled through the Archive.

A. Definitions

1. "Abuse Documents Archive" means a repository created, organized, maintained and administered by the Regents of the University of New Mexico for its College of University Libraries and Learning Sciences' Center for Southwest Research and Special Collections ("CSWR") to allow public access to Abuse Documents that have been reviewed, redacted and produced to CSWR in accordance with the terms of a Memorandum Agreement among ASF, the Committee, and the CSWR dated May 15, 2019, a copy of which is attached to the Plan. as Exhibit A. Documents from any historical period (including the present) shall not be withheld by Debtor from the Archive because the document comes from or involves a Religious Order, whether or not that Religious Order successfully sought a Channeling Injunction in the Chapter 11 case.
2. "Additional Publications" means the news publications identified in the Publication Plan attached as Exhibit G to the Bar Date Order in the Chapter 11 Case.
3. "Affiliate" means the Canon law juridical person and civil entity of (a) any parish or mission of the Archdiocese of Santa Fe ("ASF") at any time and (b) any parish or mission of ASF that has merged or suppressed, as may be amended from time to time, in the Chapter 11 Case. It does not include Religious Orders.
4. "ASF" includes both the civil entity and Canon law juridical person identified as The Roman Catholic Church of the Archdiocese of Santa Fe, a New Mexico corporation sole, on its voluntary petition for chapter 11 relief, and any predecessor or successor thereof, and any person (including the archbishop or apostolic administrator of ASF) acting on behalf of ASF.

5. "ASF Parties" means ASF and the Affiliates.
6. "ASF Publications" means physical and digital publications, magazines, newspapers, bulletins, websites, and social media accounts published, hosted or controlled by ASF Parties.
7. "ASF School" means any school that is owned and operated as a unit of ASF at any time, and including without limitation, any school that has merged or closed into ASF.
8. "Clergy" means any bishops, priests, and deacons vicars operating within ASF.
9. "Committee" means the Official Committee of Unsecured Creditors. To the extent the Committee is disbanded by a plan of reorganization or otherwise, any responsibility designated herein for the Committee shall be performed by an entity designated in the plan.
10. "Non-ASF School" means any Roman Catholic school operating within the geographical area of ASF that is not an ASF School.
11. "Religious" means any individual whom a diocesan archbishop, bishop, the Apostolic See, religious superior, or other authority of the Roman Catholic Church has considered, treated, or determined is a member of a Roman Catholic religious institute, society, house, or order and should be treated as religious, and includes but is not limited to, nun, postulant, novice, temporary professed, 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, and member of religious institute, and may include cardinal, archbishop, bishop, auxiliary bishop, regional bishop, titular bishop vicar general, chancellor, episcopal vicar, vicar forane, dean, archpriest, priest, simplex, pastor, prior, sub-prior, rector, parochial vicar, assistant pastor, associate pastor, deacon, vicar, moderator, director, counselor, councilor, president, and master.
12. "Sexual Abuse" means the following: Any actual or alleged sexual conduct or misconduct, sexual abuse or molestation, indecent assault and/or battery, rape, pedophilia, ephebophilia, or sexually-related physical, psychological, or emotional harm, or contacts, or interactions of a sexual nature between a child and an adult, or a nonconsenting adult and another adult, sexual assault, sexual battery, sexual, psychological or emotional abuse, humiliation, or intimidation, or any other sexual misconduct.
13. "Sexual Abuse Claimant" means a holder of a Claim arising out of Sexual Abuse.

B. Prevention

1. **Compliance Audit.** ASF has engaged a law firm to serve as a consultant to conduct an independent audit of compliance with the Archdiocese's reporting policies and procedures and to provide recommendations on child protection policies and procedures. The law firm is Conklin Woodcock & Ziegler, P.C. (the "Consultant") The Consultant will have full

access to the ASF Parties' records including but not limited to documents provided to the Committee and to the SWSC Archive, and the ASF Parties will make all of their current and past employees and Clergy available for interviews with the Consultant. The Consultant will publish a report of findings. ASF Parties shall post such findings on their websites with one-click access from the website home pages. The policy review shall include recommendations regarding appropriate credentials for any adult that interacts with children within ASF Parties' programs and activities, and the ongoing requirements for the ASF Parties' disclosure, investigation, adjudication, and reporting of future abuse claims.

2. Compliance with Laws and Policies and Third-Party Child Protection Audits.

ASF Parties shall continue to comply with all of their policies and procedures, all Catholic Church policies and procedures, including but not limited to the U.S. Conference of Catholic Bishops' Charter for the Protection of Children and Young People, and all governmental laws and policies regarding child abuse and child protection. The ASF Parties shall continue to conduct annual third-party clergy audits of their child safety programs and compliance obligations by Stonebridge Business Partners, or its successor, for a period of not less than twenty-five years. ASF Parties shall post each such audit on: (a) any social media account (*e.g.*, Facebook, Twitter or Instagram) controlled by ASF Parties within sixty (60) days of completion of each audit and (b) ASF Parties' website for a period of not less than five (5) years after such audit is completed. The auditor shall provide a full written report regarding ASF Parties' compliance with its child safety programs, including any rubric and scores for each category. ASF Parties shall maintain copies of such audits for not less than 50 years and shall make them available to any person or entity upon request.

3. Improved Reporting Mechanism. ASF Parties shall, through a prominent ("one-click") link on their websites, provide a phone number and email to which anonymous abuse complaints can be made.

(a) If a report of abuse is made to an ASF Party or through the phone number, email or direct report to an ASF Party, the ASF Party will encourage the survivor or reporting person to report the abuse to law enforcement. The ASF Party shall report the allegations of abuse to law enforcement within seventy-two (72) hours of receipt of any such allegation of abuse complaint.

(b) Any report of abuse received by an ASF Party shall immediately be sent to ASF. The ASF Parties will require all adults who are in contact with minors—including Clergy, teachers, counselors, and volunteers—to follow the same requirements regarding reporting as those subject to mandatory reporting obligations. ASF shall demand of Non-ASF Schools and Religious operating within ASF to follow the same requirements regarding reporting as those subject to mandatory reporting obligations as a condition of operating their Catholic school within ASF geographic boundaries. For reporting abuse by a bishop or Archbishop, ASF shall, also through a prominent ("one-click") link on its website, provide the reporting link (<https://reportbishopabuse.org/>) and phone number for the Catholic Bishop Abuse Reporting Service.

(c) The Archdiocese shall provide confidential quarterly summary reports of Sexual Abuse to the ASF presbyteral council, ASF pastoral committee, and ASF School principals and school boards (regardless of whether the report is deemed credible by the Archdiocese) with appropriate redactions of personally identifying information of the survivor or the abuser.

4. Whistle-Blower Policy. The ASF Parties shall immediately adopt a whistle-

blower policy concerning the method by which a report concerning abuse within ASF can be made and expressly providing that the ASF Parties will not take any retaliatory actions against person(s) who report(s) such information.

5. **Continued Protection Initiatives.** ASF Parties will implement and continue the protection of children initiatives they are currently implementing—including the VIRTUS training program, background checks, and psychological evaluations for seminarians—as well as consideration of any initiatives recommended by the Consultant.

6. **Prohibition on Being Alone With a Child.** ASF's child protection policies will continue to prohibit ASF Parties' Clergy, employees, and volunteers from being alone (*i.e.*, out of sight of at least one other adult) with any unrelated minor while serving as Clergy, employee or volunteer of ASF or an Affiliate; provided that when a cleric is hearing confession that another adult be immediately nearby at the time. The policies will continue to prohibit: (a) adults from traveling alone with or taking overnight trips alone with any minor other than the adult's child; and (b) adults from sleeping in the same private space (*e.g.*, room, tent, bed, vehicle, etc.) with any minor other than the adult's child. In connection with this subject and throughout the Archdiocese's program, the definition of "Church Personnel" should not be limited to those in ministry to children.

7. **Evaluation of Priests:** Written attestation of suitability for non-incardinated priests shall include a statement as to whether the priest has been the subject of a claim regarding sexual abuse of a minor. Every five years, all incardinated priests and deacons complete VIRTUS child protection training for adults and a background check. All clergy and volunteers shall continue to undergo VIRTUS child protection training and obtain a background check.

8. **Mandatory Reporting.** The ASF Parties shall comply with all applicable laws for reporting allegations of Sexual Abuse.

9. **Anti-Abuse Plaque.** ASF shall prominently and visibly display a plaque (no smaller than 8.5 inches by 11 inches) in each operating ASF School and Non-ASF School within the geographic boundaries of ASF stating that abuse of children will not be tolerated. Such plaques shall be ordered within sixty days of the Effective Date and will promptly deliver the plaques to ASF Schools and Non-ASF Schools after received by ASF. Plaques will be installed within 10 days of receipt.

10. **Annual Remembrance.** ASF will designate one month per year to emphasize the importance of youth protection and preventing child sexual abuse. This annual campaign will be dedicated to raising awareness and preventing child abuse within the ASF Parties and more broadly in society. This focused campaign will be implemented at the ASF Parties and ASF Schools. Recognition of the National Child Abuse Prevention Month will satisfy this requirement.

11. **Disclosure Requirement.** ASF will continue to maintain and update the list of credibly accused clergy as soon as reasonably practicable but, in any event, no later than forty-five (45) days after the relevant determination. ASF will share this information with the public by posting the information on its website.

C. Transparency

12. **Document Publication.** Upon Confirmation of the Plan, the redacted documents for the Archive will be provided to the Archivists at the College of University Libraries and Learning Sciences' Center for Southwest Research and Special Collections that have been collected during this Chapter 11, so that they can begin assessing and organizing. Within 30 days of the Effective Date, the Reorganized Debtor shall perform its financial obligations under the Memorandum Agreement among ASF, the Committee, and the College of University Libraries and Learning Sciences' Center for Southwest Research and Special Collections dated May 15, 2019. The existence of the Archive and the performance of obligations shall be advertised, and survivors of sexual abuse shall be provided a way to 'opt in' on an on-going basis inclusion of their stories or documents to the Archive. If future additions to the Archive are made, the contributing survivor will be responsible for his or her own redaction costs, and the scope of any redactions per the Redaction Protocol attached to the Archive MOU, by working directly with the SWSC Archivists.

13. **Survivor Access to Documents.** ASF will produce to Sexual Abuse Claimants or to anyone who has stated that they are a survivor of sexual or physical abuse within ASF, or their designee, copies of any and all personal records of the survivor, including but not limited to school records and sacramental records within thirty (30) days of written, signed release, and such documents shall not redact the identity of the requesting abuse survivor.

14. **Improved Terminology.** The ASF Parties shall instruct their employees, representatives, agents and spokesperson, including any individuals communicating with the media on the ASF Parties' collective or individual behalf, to refrain from referring either verbally or in print to sexual abuse survivors as "alleged" claimants, "alleged" victims, or "alleged" survivors and will instruct the same to refer to Sexual Abuse Claimants as "claimants," "survivors" or "survivors of sexual abuse."

15. **Publication of Accused List.** Within ten (10) days of the effective date of a chapter 11 plan, ASF will prominently ("**one-click**") post on its website the list of names of all known past and present alleged clergy perpetrators of ASF, who have been determined by the Archbishop in consultation with the Independent Review Board to be credibly accused of sexual abuse. ASF will update the list to include any clergy who are identified in any proof of claim filed in the Chapter 11 Case (unless the identification has been withdrawn in any amendment or supplementation to the Proof of Claim). Survivors will provide ASF with permission to use their confidential proofs of claims to update the list and the deadline to add a name will be extended until such permission is received. ASF shall maintain this list on its website in perpetuity.

16. **Release from Confidentiality.** Following the Effective Date of ASF's Chapter 11 Plan of Reorganization, ASF will publicly announce and post on the website the full and complete release of all sexual abuse survivors from any confidentiality requirement in the sex abuse settlements that they have previously signed. No survivor's identity may be released or revealed without his or her express written permission. Any future settlement related to sexual abuse entered into by the ASF Parties shall not contain any confidentiality provision except at the written request of the settling survivor and such a provision may be subsequently revoked by the survivor without prejudice to the settlement agreement.

D. Recognition

17. **Individual Archbishop Meetings.** The Archbishop of ASF will continue to be available upon reasonable notice to have a private conference with any survivor of sexual abuse within one (1) year of the Effective Date of ASF's Chapter 11 Plan of Reorganization.

18. **Individual Apology Letters.** Within ninety days (90) days after the effective date of a reorganization plan, ASF will send letters of apology to all Sexual Abuse Claimants. Letters of apology, *inter alia*, shall state that survivors were not at fault for the abuse and that ASF takes responsibility for the abuse. The Committee must approve the final language of the letters. The Archbishop will personally sign the letters of apology. In order to protect the confidentiality of the survivors, the apology letters will be sent directly to survivors who have so requested in writing and otherwise they will be sent to counsel for survivors.

19. **Public Apology Letter.** Within thirty (30) days after the effective date of a reorganization plan, ASF will publish a letter of apology to all Sexual Abuse Claimants. ASF will buy advertising space to print the letter in the ASF Publications and will issue a press release regarding the apology and include therein the letter's text that is circulated to the Additional Publications. The letter of apology, *inter alia*, shall state that survivors were not at fault for the abuse and that ASF takes responsibility for the abuse. The Committee must approve the final language of the letter and the related press release. The Archbishop will personally sign the letter of apology.

20. **Remove Perpetrator Recognitions.** The ASF Parties will undertake to remove all plaques, pictures, statutes, or other public recognitions of all known past and present alleged perpetrators who have been determined by the Archbishop in consultation with the Independent Review Board to be credibly accused of sexual abuse, including those who are identified in any proof of claim filed in the Chapter 11 Case.

21. **Publish Survivor Stories.** On its website, ASF will direct all survivors to the UNM SWSC Archive to tell their stories if they desire to do so, following the Archive redaction protocol.

22. **Place of Remembrance.** ASF, in consultation with individuals designated by the Committee, will design and install a place of remembrance for all child sexual abuse survivors at a prominent location at the entrance of ASF chancery. ASF will organize a dedication ceremony to be attended by the Archbishop, which will not include mass or any religious ceremony and will publish notice of the ceremony in the ASF Publications and issue a press release regarding the ceremony to the Additional Publications no more than thirty (30) and not less than fifteen (15) days before the ceremony.

E. Continuing Support for Survivors

23. **Counseling.** The Diocese shall continue to provide counselling for all Sexual Abuse Claimants in accordance with its current policies and procedures, up to ten sessions following Distribution such Sexual Abuse Claimant from the ASF Settlement Trust or the Unknown Tort Claims Trust.

24. **Surplus Trust Proceeds.** Any trust proceeds that remain and were not exhausted within (10) ten years of the date of formation of the ASF Settlement Trust shall be contributed to a local nonprofit organization unaffiliated with ASF that provides support to survivors of child sexual abuse to be selected by the ASF Settlement Trustee of the ASF Settlement Trust established under a plan of reorganization. If the ASF Settlement Trustee does not select an organization, ASF shall do so.

F. Miscellaneous

25. **Reports:** Any reports provided herein or in the Archdiocese's existing child protection program shall be in writing. If any report is made verbally, the report shall be reduced to a written report that shall be delivered to the addressee within five days of the verbal report.

26. **Anti-Lobbying.** The ASF Parties will never seek to direct, pay or hire any attorney, agent or employee or third party to retract, oppose, or challenge the existing New Mexico mandatory child abuse reporting statutory requirements or statutes of limitations relating to childhood sexual abuse.

27. **Jurisdiction and Standing.** The Bankruptcy Court shall retain jurisdiction to adjudicate disputes that arise with respect to these non-monetary provisions. The Committee and any trust created for the benefit of Sexual Abuse Claimants shall have standing and shall be authorized, but not directed, to seek enforcement of any of the terms of these non-monetary undertakings.

28. **Publication of Non-Monetary Provisions.** ASF shall publish on its website, as a stand-alone document related to abuse, these non-monetary plan provisions for a period of no less than ten (10) years.

29. **Reporting.** ASF shall provide to the Court an annual compliance report regarding compliance with these non-monetary provisions for ten years.