

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF NEW YORK**

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In re:	:	CHAPTER 11
	:	
THE ROMAN CATHOLIC DIOCESE OF	:	Case No. 23-10244-REL
ALBANY, NEW YORK,	:	
	:	
Debtor.	:	
	:	
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**AUTHORIZED PARTY CONFIDENTIALITY AGREEMENT  
REGARDING SURVIVOR PROOFS OF CLAIM**

This Authorized Party Confidentiality Agreement Regarding Survivor Proofs of Claim (“Agreement”) is entered into as of [\_\_\_\_\_], 20[\_\_\_\_\_].

By [\_\_\_\_\_ ] (the “Recipient”), an Authorized Party pursuant to paragraph 12(c) of the *Order Establishing a Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* (the “Bar Date Order”) [Docket No. \_\_\_\_] entered by the United States Bankruptcy Court for the Northern District of New York (the “Bankruptcy Court”) in the above-captioned chapter 11 bankruptcy case (the “Chapter 11 Case”) on [\_\_\_\_\_ ] [\_\_\_\_ ], 2023.

WHEREAS, the Recipient will be granted access to Survivor Proofs of Claim filed in the Chapter 11 Case after execution of this Agreement pursuant to and in accordance with the terms of the Bar Date Order and this Agreement;

WHEREAS, Recipient acknowledges that the Survivor Proofs of Claim contain sensitive, nonpublic information, which is to remain confidential pursuant to the Bar Date Order and the terms of this Agreement; and

WHEREAS, with the exception of the parties listed in Section 12.(c)v. of the Bar Date Order, Catholic Mutual Relief Society of America, any third-party administrator of the Debtor’s insurance program, and counsel of record to Authorized Parties, access to the Victim Claim Forms extends only to the natural person who executes this Agreement and a separate copy of this Agreement must be signed by each natural person who seeks access to the Abuse Proofs of Claim on behalf of an Authorized or Permitted Party. The parties listed in Section 12.(c)v., Catholic Mutual Relief Society of America, any third-party administrator of the Debtor’s insurance program, and counsel of record to Authorized Parties shall each only be required to execute a single Confidentiality Agreement per firm or entity, acting through an authorized representative on behalf of such firm or entity, which shall be deemed binding on their entire firm or entity.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Recipient agrees that the Survivor Proofs of Claim and any Confidential Information (as such term is defined below) contained therein shall be kept confidential pursuant to and in accordance with the terms of the Bar Date Order and this Agreement;
2. For purposes of this Agreement, the term “Confidential Information” means each Survivor Proof of Claim itself, and any information contained in a Survivor Proof of Claim, except to the extent (a) that the Survivor Claimant elects to permit disclosure of the information contained in the Survivor Proof of Claim by authorizing such disclosure pursuant to the terms of the Survivor Claim Form or (b) such information (i) was known to the Recipient prior to being disclosed in a Survivor Proof of Claim, (ii) is or becomes generally available to the public through no act or failure on the part of the Recipient, (iii) is obtained from a third party under no obligation to maintain its confidentiality; or (iv) is developed by the Recipient independently without reference to any Survivor Proof of Claim.
3. Recipient agrees to not to use or distribute any Survivor Proof of Claim or Confidential Information in violation of this Agreement.
4. Recipient may use Survivor Proofs of Claim, and any Confidential Information contained therein, only in connection with the evaluation, prosecution or defense of the claims asserted in such Survivor Proofs of Claim in The Roman Catholic Diocese of Albany, New York’s (the “Debtor’s”) Chapter 11 Case, any related adversary proceedings or contested matters in the Chapter 11 Case, any related insurance or reinsurance coverage demands, claims, disputes, or litigation, and settlement negotiations or mediations regarding all of the foregoing, and as otherwise required by applicable federal or state laws or regulations (each, a “Permitted Use”).
5. Recipient shall not disclose any Confidential Information to any other person or entity except that Recipient may disclose Confidential Information (i) to any person or entity that is an Authorized Party who may receive such information pursuant to the Bar Date Order and has executed a copy of this Agreement, (ii) to the Bankruptcy Court or any other tribunal of competent jurisdiction so long as such disclosure is made pursuant to a Permitted Use and under seal, or (iii) pursuant to an order of the Bankruptcy Court after a hearing and upon notice to the affected claimant(s), the Tort Committee and the Debtor.
6. Recipient consents to the exclusive jurisdiction of the Bankruptcy Court to adjudicate any disputes with respect to any terms, condition or alleged violations of this Agreement or the Bar Date Order.
7. Recipient shall promptly report any disclosure of Confidential Information in violation or breach of this Agreement to the Debtor and the Tort Committee and shall cooperate with efforts to recover and secure any such Confidential Information and/or to mitigate the effects of any such disclosure.

Nothing in this Agreement precludes Recipient from seeking a modification of the Bar Date Order or the terms of this Agreement with respect to any proposed disclosure of Confidential Information contained in the Survivor Claim Form, *provided, however*, that

(a) any motion for such modification shall be on notice to all Survivor Claimants, the Tort Committee and the Debtor and (b) Recipient shall not disclose any Confidential Information in connection with any such petition unless such disclosure is restricted to the Bankruptcy Court, the Debtor, the Tort Committee, the affected claimant(s) and made under seal.

8. This Agreement shall become effective as of the date it is delivered to counsel for the Debtor and counsel for the Tort Committee.

Dated: \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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