



Freedom of Information Request FOI 25 37

Use of NDAs and Settlement Agreements

Query and Response:

For the period 1 April 2024 to 31 March 2025:

1. How many Non-Disclosure Agreements (NDAs), also referred to as confidentiality clauses were signed with staff (current or former) by your organisation? **DWFRS have had three Settlement agreements which include a confidentiality clause (standard practice with settlement agreements), signed in the period requested.**

Of those NDAs, how many were part of settlement agreements related to:

- a) Complaints of bullying or harassment
- b) Complaints of discrimination (on any protected characteristic)
- c) Whistleblowing
- d) Other reasons (please specify if possible)

We can confirm that we hold the requested data however details of the reason for the agreement have been withheld because we are of the opinion that the following exemption applies: Section 40

We are applying the exemption afforded by section 40(2) of the Freedom of Information Act 2000, which provides that a request for information is exempt from disclosure if the information requested constitutes personal data about a third party. In particular we choose to rely upon section 40(3A), which provides an absolute exemption if disclosure of the personal data would contravene any of the data protection principles as defined in the Data Protection Act 2018.

We feel that to release the reasons these agreements were signed for such a low number of cases would mean, this information along with other data asked for and the short time frame, could make it possible to identify an individual. We also believe that it would not be in the reasonable expectations of the data subjects given they have been asked to sign a settlement agreement which included a confidentiality clause and therefore it would be unfair and contrary to the first data protection principle.

2. What was the total amount of money paid out in settlement agreements that contained NDAs? **The total amount paid in settlement agreements was £33,153.47**
3. What is the highest individual settlement amount paid in this period as part of a settlement agreement that contained an NDA? **We can confirm that we hold the requested data however details of the highest amount of money paid out in the agreements has been withheld because we are of the opinion that the following exemption applies: Section 40**



We are applying the exemption afforded by section 40(2) of the Freedom of Information Act 2000, which provides that a request for information is exempt from disclosure if the information requested constitutes personal data about a third party. In particular we choose to rely upon section 40(3A), which provides an absolute exemption if disclosure of the personal data would contravene any of the data protection principles as defined in the Data Protection Act 2018.

We feel that to release the highest amount of money for a low number of cases would mean that it could be possible to work out the figures for the other cases. We also believe that it would not be in the reasonable expectations of the data subjects given they have been asked to sign a settlement agreement which included a confidentiality clause, therefore it would be unfair and contrary to the first data protection principle.

4. Please include any available breakdowns by department, staff role, or type of claim where possible. We can confirm that we hold the department and staff role however details of department and staff role have been withheld because we are of the opinion that the following exemption applies: Section 40

We are applying the exemption afforded by section 40(2) of the Freedom of Information Act 2000, which provides that a request for information is exempt from disclosure if the information requested constitutes personal data about a third party. In particular we choose to rely upon section 40(3A), which provides an absolute exemption if disclosure of the personal data would contravene any of the data protection principles as defined in the Data Protection Act 2018.

We feel that to release the staff role or department for a such a low number of cases would mean that it could be possible to identity an individual. We also believe that it would not be in the reasonable expectations of the data subjects and therefore it would be unfair and contrary to the first data protection principle.

Information/Detail accurate on the date provided: 01, May 2025