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Lewes  
East Sussex  
BN7 2XW

[foi@secamb.nhs.uk](mailto:foi@secamb.nhs.uk)

7th July 2016

Email:

Dear

I am writing in response to your enquiry under the Freedom of Information Act 2000 (FOIA) reference FOI/16/06/18.

You requested the following information:

**Under Freedom of information please supply the following information for the years 2011, 2012, 2013, 2014, 2015, 2016**

**1) How many compromise agreements/MARS has the Trust entered into with staff or former staff? Please include all agreements in this figure.**

Unfortunately we only hold information on this subject from February 2015 onwards. Our records indicate that we have entered into 6 Settlement/COT 3 agreements within the time period specified.

**2) How many of these compromise agreements/MARS require staff members not to disclose the existence of the compromise agreement itself?**

All our settlement agreements/COT 3 agreements will contain either a clause about non-disclosure of the agreement itself or at the very least, the terms of the agreement.

Such a term is standard within all agreements but it comes with the caveat that there is nothing preventing either the employee or the employer from disclosing for legal, statutory, tax or governance/audit purposes.

**3) How many of these compromise agreements/MARS contain non-disparagement clauses that require staff members not to criticise the employees of the Trust?**

Two of our settlement agreements/COT 3 agreements contain mutual non-disparagement clauses. One settlement agreements/COT 3 agreements contains a non-disparagement clause requiring the individual party not to criticise the Trust. The remaining three of our settlement agreements/COT 3 agreements do not contain non-disparagement clauses.

**4) What is the total cost for each year**

The total cost for 2015 was £250,227.25.

The total cost for 2016 so far is £105,000.00.

**5) Please provide a copy of your standard non-disparagement clause that requires staff members not to criticise the employees of the Trust?**

This is a mutual non-disparagement clause which is there to draw a line under the employment relationship which is being terminated. We understand that this is standard practice amongst nearly all NHS and other employers. We have such clauses as optional under COT 3 agreements. Please see the copy of this clause below:

*You will not, directly or indirectly, make any detrimental or derogatory statements about your employment, its termination, the Trust or any Associated Persons except in accordance with clause 14.*

*The Trust confirms that it will not authorise its directors, officers and employees to make any detrimental or derogatory statements about you, provided that this clause does not prevent us giving full disclosure as required by law or by any regulatory authority or as required by the Trust for any internal or external reporting or audit purposes affecting the Trust, or for the purpose of ensuring compliance with the terms of this Agreement.*

I hope you find this information helpful.

If, for whatever reason you are unhappy with our response, you are entitled to pursue any dissatisfaction through South East Coast Ambulance NHS Foundation Trust's (SECamb) Internal Review Procedure at:

South East Coast Ambulance Service NHS Foundation Trust  
40-42 Friars Walk  
Lewes  
East Sussex  
BN7 2XW  
Email:complaints@secamb.nhs.uk

Should you remain unhappy with the outcome of any such internal review , you may request a decision from the Information Commissioner at:

The Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

If I can be of further assistance to you, please do not hesitate to contact me, quoting the above reference number.

Yours sincerely

Freedom of Information Coordinator  
South East Coast Ambulance Service NHS Foundation Trust