



Trust Headquarters  
Nexus House  
Gatwick Road  
Crawley  
West Sussex  
RH10 9BG

Tel: 0300 123 0999  
[www.secamb.nhs.uk](http://www.secamb.nhs.uk)

Date 2<sup>nd</sup> December 2019

Email:

Dear,

I am writing in response to your enquiry under the Freedom of Information Act 2000 (FOIA) reference FOI/19/11/23.

You requested the following information, please also see our response below:

### **Compromise agreements by SECAMB**

**1. Please advise how many compromise agreements the trust has entered into since 1 April 2013.**

12

**2. Can the trust confirm that it adopted the NHS policy of inserting a clause into compromise agreements to make it clear that workers or former workers are not prevented by compromise agreements from making public interest disclosures?**

Yes

**3. If so, when did the trust adopt this policy?**

This has been in place since 2015

**4. How many of the compromise agreements reached by the trust since 1 April 2013 contained a clause which made it clear that the worker or former worker in question was not prevented by the agreement from making public interest disclosures?**

All

**5. If the trust has inserted such a clause into its compromise agreements, please provide a copy of the relevant clause.**

Please see wording below:

**1. CONFIDENTIAL INFORMATION**

1.1 You confirm that you will continue to abide by your on-going obligations of confidence to the Trust set out in your Contract of Employment with the Trust.

1.2 You undertake that (except as authorised or required by law or authorised by us) you will not disclose to any person any Confidential Information concerning any matter relating to the business or affairs of the Trust (or any Associated Persons, suppliers and clients/customers/patients) which Confidential Information has been acquired by you in the course of your Employment.

1.3 The restrictions in clause 1.2 do not apply to any Confidential Information which is in or comes into the public domain otherwise than by a breach of confidence by you or on your behalf.

## 2. CONFIDENTIALITY OF AGREEMENT

2.1 You warrant that you have not disclosed to anyone (other than your immediate family in confidence or to your professional advisers in connection with the conclusion of this Agreement) the {fact of, negotiation and/or} terms of this Agreement.

2.2 You undertake that except in accordance with clause 4 you will not disclose in the future to anyone the {circumstances relating to the termination of your Employment and/or the} {fact of, negotiation and/or} terms of this Agreement (except to your immediate family and your professional advisers (provided that they agree to keep the information confidential) or where required by any governmental, regulatory or other competent authority or by a Court of law or Her Majesty's Revenue and Customs).

2.3 Nothing in this Agreement shall prevent any disclosures by the Trust where that is required for any internal reporting purposes within the Trust, to any prospective employer which is an NHS Body nor shall it prevent disclosures where that is required to the Department of Health, HM Treasury, Care Quality Commission, the National Audit Office {and NHS Improvement} if such organisations request that such information be provided and, if so requested, it will then be provided to them and / or to the appointed auditors of the Trust, the Public Accounts Committee or Parliament.

2.4 {In accordance with directions made by the Secretary of State for Health, the Trust undertakes to disclose the terms of this Agreement to any other NHS Body which is proposing to employ you, and in signing this Agreement you consent to that disclosure, and to disclose the terms of this Agreement by the Department of Health and National Audit Office if either or both request that information for the Appointed Auditor, the Public Accounts Committee and Parliament.}

2.5 The Trust confirms that it will not authorise its directors, officers and employees to disclose the {circumstances relating to the termination of your Employment and the} {fact of, negotiation and/or} terms of this Agreement (except where required by any competent authority or by a Court of law or Her Majesty's Revenue and Customs or as required for any of the Trust's internal reporting purposes or for the purposes of ensuring compliance with or enforcing the terms of this Agreement).}

## 3. STATEMENTS

3.1 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 4.

3.2 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.

## 4. DISCLOSURE OF INFORMATION

4.1 For the avoidance of doubt, nothing in this Agreement, including but not limited to clauses 1, 2 and 3, shall prevent you from:

- 4.1.1 disclosing information pursuant to any order of any court of competent jurisdiction;
- 4.1.2 making a protected disclosure within the meaning of Part IVA of the Employment Rights Act 1996, provided that the disclosure is made in accordance with the provisions of that Act;
- 4.1.3 raising concerns about patient safety and care and/or reporting misconduct or a serious breach of regulatory requirements, with regulatory and other appropriate statutory bodies pursuant to your professional and ethical obligations, including those obligations set out in guidance issued by regulatory or other appropriate statutory bodies from time to time;
- 4.1.4 reporting a criminal offence to the police or other law enforcement agency and/or co-operating with a criminal investigation or prosecution; or
- 4.1.5 disclosing information for the purpose of seeking advice from professional advisers who are subject to an obligation of confidence, such as regulated health and care professionals, regulated legal professionals or to a confidential employee assistance programme such as NHS Improvement's Whistleblowers' Support Scheme.

I hope you find this information of some assistance.

If for any reason you are dissatisfied with our response, kindly in the first instance contact Caroline Smart, Head of Information Governance via the following email address:

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

Yours sincerely

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