

20 May 2024

Matt Sykes

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Kia ora Matt,

### **Non-Disclosure Agreements**

Thank you for your request made under the Local Government Official Information and Meetings Act 1987 (the Act), received on 11 April 2024. You requested the following information:

1. The number of non-disclosure agreements signed by staff leaving the organisation in each of the years ending 30 June 2023, 2022, 2021 and 2020, and the number of non-disclosure agreements signed in the 2024 financial year to date.
2. The template standard template for non-disclosure agreements signed by exiting staff members.

Noting a follow up email, you had sent relating to this request made received on 16 April 2024:

*When I say "NDA" I mean any or all of Non-Disclosure Agreements, confidential settlements, or agreements and/or Records of Settlement.*

Wellington City Council has partly granted your request for information.

**Question 1** – *The number of non-disclosure agreements signed by staff leaving the organisation in each of the years ending 30 June 2023, 2022, 2021 and 2020, and the number of non-disclosure agreements signed in the 2024 financial year to date.*

The Council does not have separate non-disclosure agreements, rather confidentiality clauses may be incorporated into a record of settlement agreement relating to employment matters. With that being said, the information in the below table provides the number of instances where confidentiality clauses were stipulated in an employment-related settlement agreement:

Year	Number
1 July 22 - 30 June 23	13
1 July 21 - 30 June 22	10
1 July 20 - 30 June 21	15
1 July 19 - 30 June 20	10

In addition, all of our employment agreements contain standard clauses relating to maintaining the security of confidential and sensitive information obtained during the course of an employee's employment at Council. These clauses continue in force after employees leave the Council's employment.

**Question 2** - *The template standard template for non-disclosure agreements signed by exiting staff members.*

As explained in the response to question one, the Council does not have a standard template for 'non-disclosure agreements'. However, confidentiality clauses may be incorporated into a records of settlement agreement. The clauses included in a settlement agreement will differ on a case-by-case basis depending on factors such as involvement of lawyers, mediation services or Council Officers themselves drafting the record of settlement. We are therefore refusing this part of your request under section 17(e) of the Act because the requested document does not exist.

However, I can provide you with the standard types of clauses that we would see within a record of settlement related to confidentiality:

1. The Employee will continue to abide by their confidentiality obligations to the Council.
2. The matters leading to settlement as well as the fact of and terms of settlement are confidential between the parties, except that both parties may disclose information to their professional advisors only, for enforcement purposes, or where required by law. To avoid doubt:
  - a. Any terms of employment that survive termination (e.g. confidentiality, intellectual property) will continue in force and effect following termination, and
3. These terms of settlement and all matters discussed in mediation shall remain, so far as the law allows, confidential to the parties.

Our standard employment agreements confidentiality clauses are as follows:

1. You are responsible for the security of confidential and sensitive information under your control or to which you have access. Information concerning customers, ratepayers, providers, suppliers and staff of the Council is to be treated with complete confidentiality.
2. Confidential and sensitive information is not to be disclosed or discussed with any other person or used by you, except in the proper performance of your duties or with the specific approval of your manager.
3. You will take all reasonable precautions to ensure the security of confidential and sensitive information under your control or to which you have access.
4. The requirements of this clause continue after your employment with the Council has ceased.
5. Confidential information can be disclosed only where required by law or where you have written consent from the Council for disclosure.

### **Right of review**

If you are not satisfied with the Council's response, you may request the Office of the Ombudsman to investigate the Council's decision. Further information is available on the Ombudsman website, [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz).

Please note, we may proactively release our response to your request with your personal information removed.

Thank you again for your request,

Kind regards

Ollie Marchant  
**Official Information**