

Reference Number: FOI/LHCH/2016159
From: Private Individual
Date: 09 June 2016
Subject: Compromise agreements

Please advise in relation to the 5 years between January 2011 and December 2016 inclusive:

Q1 How many compromise agreements has the Trust entered into with staff or former staff?
Please include all COT3 agreements in this figure

A1 April to March year
2011/12 = 3
2012/13 = 2
2013/14 = 0
2014/15 = 21 *
2015/16 = 2
2016/17 = 1

* The Trust ran a Mutually Agreed Resignation Scheme which involved 20 staff

Q2 How many of these compromise agreements require staff members not to disclose the existence of the compromise agreement itself?

A2 The requirement is not to disclose the terms of the agreement but the existence of an agreement can be disclosed – this requirement applies to both the Trust and the employee.

Q3 How many of these compromise agreements contain non-disparagement clauses that require staff members not to criticise the employees of the Trust?

A3 The agreement places a requirement on both the Trust and the employee not to communicate any adverse, disparaging or derogatory statements or announcements about the other.

Q4 How many of these compromise agreements were entered into by the Trust with staff who had previously made public interest disclosures, (whether or not these were raised by formally invoking the Trust's whistleblowing policy)?

A4 None

Q5 If staff who have entered into a compromise agreement with the Trust were to voice concerns about reprisal by the Trust for whistleblowing, would the Trust consider this to be an actionable breach of non-disparagement clauses, or would it consider the raising of such concerns to be qualifying disclosures under PIDA?

A5 This question is too general however the current standard settlement agreement clause states that nothing in the Agreement prevents the employee from disclosing information for the purpose of making a protected disclosure.

