

## **F-2012-00041 – The HFEA’s use of compromise agreements and confidentiality clauses**

05 March 2012

### **Summary of request**

The Authority was asked for information about the HFEA’s use of compromise agreements and confidentiality clauses.

### **HFEA Response**

1. How many staff have left under a compromise agreement since from April 2009 onwards? 1
2. Where possible please provide a breakdown of which financial year the staff members left in? Information withheld (see below).
3. How many of these were subject to a confidentiality clause as part of that agreement? 1
4. How many staff who left under a compromise agreement had a clinical background? Information withheld (see below).
5. What criteria were used to determine if a staff member should be asked to sign a compromise agreement? Given that the use of a compromise agreement is rare, the HFEA does not have a formal policy ('criteria') for when they should be used.
6. How much money did the organisation pay out as a result of compromise agreements? This information is withheld, however, we can provide you with the already published information that between 1 April 2004 and 30 November 2011 the HFEA made 18 redundancy and exit payments totalling £93,455.

As indicated above, some of the information requested has been withheld. Compromise agreements only apply to one person in the time period specified, we have been particularly careful to avoid releasing data that may identify the individual and in our view the information withheld constitutes 'personal data' within the meaning given in sections 1(1) of the Data Protection Act 1998 ('DPA'). It is therefore exempt from disclosure under sections 40(2) and 40(3)(a)(i) of the FOIA. It is the Authority’s opinion that disclosure of such information would be in breach of the first data protection principle (fair and lawful processing) as set out in Schedule 1 to the DPA since none of the conditions set out in Schedule 2 to the DPA is met.