



29 August 2023

Request

In light of the Government of Jersey's disclosure of compromise agreements / NDAs.

Can each of the parishes detail for each of the years from 1 Jan 2019 to the date of this request, how many of these types of agreements including those covered by a JACS1 form have been entered into and the value of these agreements. I would like the information in calendar years.

Internal Review Request

The response does not respond to the question. In light of the data protection issues, will you provide the monetary value per parish for the combined timeframe.

Response following Internal Review

The Internal Review concludes that the information can be provided as follows but that the exemptions under Article 25(2) (personal information) and Article 26 (supplied in confidence) of the Freedom of Information (Jersey) Law 2011 (FOI) are maintained in relation to further disclosure of information.

The amended response is as follows:

Compromise agreements, non-disclosure agreements (NDAs) or JACS1 forms (used in relation to staff employment) may be signed for several different reasons including:

- in settlement arrangements including redundancy or termination of employment
- due to certain staff members undertaking certain sensitive work
- prior to or as part of a commercial arrangement at or for the benefit of the organisation; and
- arrangements with external investigators.

A total of 22 agreements have been entered into across all Parishes between 1 January 2019 and 12 June 2023.

Parish/es	Value of agreements from 1 Jan 2019 to 12 June 2023
St Helier	£207,623.40
St Saviour	£83,952.23
All other parishes	£49,457.11
Total	£341,032.74

Due to the low number of cases involved, a combined value is provided for all parishes other than St Helier and St Saviour as disclosure could lead to the identification of the individuals involved when combined with other information that may be already in the public domain or known to others. This information constitutes third party personal data within the provisions of the Data Protection (Jersey) Law 2018. Disclosure of the information would breach data protection principle (a) (i.e. that data "should be processed lawfully, fairly and in a transparent manner in relation to the data"). The individuals concerned would reasonably expect this information to be treated in confidence and not to be disclosed into the public domain as part of a response to an FOI request.

The JACS1 form and other such agreements will usually include wording to the effect that both parties also agree and understand that the settlement is to remain confidential to the parties and that any breach of confidentiality may result in either party taking further action against the other.

FOI exemptions applied:

Article 25(2) - Personal Information

Information is absolutely exempt information if – (a) it constitutes personal data of which the applicant is not the data subject as defined in the Data Protection (Jersey) Law 2018; and (b) its supply to a member of the public would contravene any of the data protection principles, as defined in that Law.

Article 26 – Supplied in confidence

Information is absolutely exempt information if – (a) it was obtained by the scheduled public authority from another person (including another public authority); and (b) the disclosure of the information to the public by the scheduled public authority holding it would constitute a breach of confidence actionable by that or any other person.

