

PE1495/GG

Petitioner Email of 2 November 2015

The petitioner has submitted the following questions in relation to his petition:

RE: the publication of the Scottish Government's [annual report on the use of settlement agreements April 2014 – March 2015](#),

Can I please ask a few questions re my petition and its outcomes;

1) What constitutes 'clear and transparent reasons' for the inclusion of confidentiality clauses in NHS Scotland settlement agreements? Can the Scottish Government tell me concisely what these are? If there are 'clear and transparent reasons' then it should be able to quickly provide me with those reasons.

2) In the 'first year of operation' table it states there were 30 settlement agreements in NHS Scotland, of these thirty, 13 had confidentiality clauses attached. This constitutes **more than one third of NHS settlement agreements**, yet the Cabinet Secretary for Health and Well Being stated that there would be a '**presumption against the use of confidentiality clauses in NHS Scotland settlement agreements**'?

Given the Cab Sec stated that the presumption would be against the use of such clauses why still do we see more than a third of NHS Scotland settlement agreements having these confidentiality clauses? That is surely a completely unacceptable figure for the use of confidentiality clauses in NHS Scotland?

3) RE Question 2 here, can the Scottish Government provide me with and tell me the 'clear and transparent reasons' for the use of confidentiality clauses in each of these 13 cases please.

4) Do the public petitions committee believe it is acceptable for 30 NHS Scotland settlement agreements to have cost the public purse almost a million pounds – and for more than a third of those agreements to have confidentiality clauses that hide from public view the reasons why they have confidentiality clauses? Surely, as the Cab Sec has stated it should be 'clear and transparent'; why do these 13 agreements needed confidentiality clauses? Can the Scottish Government please explain this?

5) RE Point 15; Surely the fact that ACAS still '**provides a model Settlement Agreement that contains a standard confidentiality clause**' flies directly in the face of there being a '**presumption against the use of confidentiality clauses in NHS Scotland settlement agreements**' as stated by the Cabinet Secretary for

Health and Well Being? These statements seem to directly contradict one another.
Can the Scottish Government please explain this?

I look forward to your soonest response.

Yours aye,

Rab Wilson