

## **Consultation report on the changes to the confidentiality clause in MPs' staff contracts**

### **Background**

The Bullying and Harassment of MPs' Parliamentary Staff Independent Inquiry [Report](#) was laid before Parliament by Gemma White QC on 11 July. The report makes a number of recommendations to address the findings that some MPs' staff are subject to an unacceptable risk of bullying and harassment, including sexual harassment at work.

IPSA takes good employment practice and wellbeing in the workplace seriously and we condemn all bullying and harassment. We are supportive of the Report's findings and have been working closely with the House of Commons to consider how to implement the recommendations.

One of the recommendations in the White report is that: "IPSA should consider amending the wording of the standard confidentiality clause to make it clear that it [the clause] does not prevent employees from bringing a claim of bullying and harassment". This was recommended because the White report found that some contributors to the inquiry believed that they were unable to make a formal complaint because of the confidentiality clause in their contract of employment.

IPSA has taken legal advice that confirms that the current clause in the contract used to employ MPs' staff does not prevent employees from bringing a claim of bullying and harassment. However, we consider that the wording of the relevant clause could be made clearer. In particular, the wording could deal explicitly with potential complaints and claims against an MP as an employer.

Between 9 September 2019 and 15 October 2019 IPSA ran a consultation on potential changes to the confidentiality clause in MPs staff contracts. We asked respondents whether they would like to make the changes for existing employees, and separately for new employees. Respondents were invited to reply via a survey or through our consultation inbox. The proposed changes to the contract can be found in Appendix 1.

### **Results**

The survey was answered by 19 people, 2 of which were MPs and 17 were MPs' staff, we also received one response via the consultation inbox, totalling 20 responses. Sixteen participants were in favour of amending the clause for current members of staff, comments included that the amended clause should be clearer and that "there is no downside to amending" the clause. The four participants who were not in favour of the change largely cited there being no need to change it as the reason: "*there is no legal need to do this as it is already covered so not necessary*".

Seventeen participants agreed with IPSA's approach to modify the contract for new members of staff. The three participants that disagreed with the change stated that it was not needed as their reason.

### **Conclusion**

The results of the consultation suggest that consultees are in favour of implementing the change to the contract of both current and new members of staff.

We have amended the contract for new staff in accordance with this finding and we will be working with MPs and their staff to explain the options for changing existing contracts.

## Appendix 1

### Current clause

#### **Duty of Confidentiality**

17.1 The contractual relationship between you and me is based on trust and confidence. You must preserve the secrecy or confidentiality of any information relating to myself or to others, and any information which gives rise to a duty of confidentiality to a third party, which has been acquired by you in the course of your employment. During the course of your employment, you must preserve the confidentiality of such information, and you must not disclose or publish such information to any person or persons, or use it for your own purpose or for any purpose other than those I have authorised. Any breach of this duty may lead to disciplinary action.

17.2 This duty of confidentiality continues after the end of your employment with me.

17.3 The restriction in clause 17.1 does not apply to:

17.3.1 prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or

17.3.2 use or disclosure that has been authorised by me, is required by law or by your employment.

### New amended clause

#### **Duty of Confidentiality**

17.1 The contractual relationship between you and me is based on trust and confidence. You must preserve the secrecy or confidentiality of any information relating to myself or to others, and any information which gives rise to a duty of confidentiality to a third party, which has been acquired by you in the course of your employment. During the course of your employment, you must preserve the confidentiality of such information, and you must not disclose or publish such information to any person or persons, or use it for your own purpose or for any purpose other than those I have authorised. Any breach of this duty may lead to disciplinary action.

17.2 This duty of confidentiality continues after the end of your employment with me.

17.3 The restriction in clause 17.1 does not apply to:

17.3.1 prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; ~~or~~

17.3.2 use or disclosure that has been authorised by me, is required by law or by your employment~~;~~;

17.3.3 information which you may use or refer to in any grievance or complaint in relation to your treatment at work, which for the avoidance of all doubt, includes allegations of bullying and harassment including against me as your employer; or

17.3.4 information which you use or are required to disclose in any claim before any competent court or legal tribunal.