A written response is provided below by Acas to the committee for further information following a question asked in the oral evidence session of 25 April and published on the same date.

**Question**

At Q271 (published transcript), the Chair asked; “You three organisations would never allow a woman who had suffered from maternity discrimination to sign an agreement with her employer that included a non-disclosure agreement in it, which meant she could not talk about it. Is that right?”

**Acas Response**

Acas’ view is that the responsibility for the terms of a Cot3 agreement lies with the parties themselves. A conciliator will assist the parties by ensuring they have considered all relevant matters when coming to their agreement but will never impose his or her own terms or wording. That position would apply to the proposed terms of a Cot3 agreement irrespective of the matter complained of and would therefore include cases of alleged sexual harassment, maternity discrimination or other forms of discrimination.

However, where such a clause is proposed in conciliation discussions, Acas’ policy is for our conciliators to make both parties aware of the limitations, including that any such clause would not prevent a worker from making a "protected disclosure" (ERA 96 s43J(1)).

The conciliators aim is to assist the parties to reach an informed decision over the content and wording of the Cot3 agreement.

May 2018