



## Confidentiality for people using Ea

At Ea, we highly regard four key principles: Informality, Independence, Impartiality, and, above all, Confidentiality. This last principle is not just important; it's crucial to our work and your trust in us.

This means you can be confident that we will not discuss or distribute any information about you to another person without your consent.<sup>1</sup> We also expect that the other people involved in your discussions with us will keep any material you 'bring to the table' confidential. While we encourage people to abide by this guide as we do, Ea staff cannot enforce what others do in private. So, we've produced this guide to help our team deliver effective and consistent guidelines on confidentiality and what this means to everyone involved.

Owing to our informal role, information exchanged is considered without prejudice as an informal source of assistance and dispute resolution practices. Written and oral submissions cannot be produced formally as evidence.

Ea staff usually takes notes during their work. These documents are not public within the terms of the Official Information Act. Their purpose is to allow the practitioner to remain connected with the topic. They are destroyed securely afterwards.

Ea staff record temporary notes within a digital customer service management system. This cloud-based service is highly secure and separate from AUT. AUT has no authority to access this system. All cases and any associated visitors are assigned a unique identifier. This information is private and not accessible by AUT.

### *Email communications:*

The security of email communications using AUT email cannot be guaranteed. Ea runs servers separate from AUT, and AUT has no provisions or authority to access this information. Visitors can request that all email communications between them and Ea be sent/received via their private email addresses.

Ea does not have control over the further distribution of emails sent to parties.

### *Telephone communications:*

We take telephone conversations in private, and recorded messages are deleted. The phone used by the Organisational Ombuds/Head of Service does not belong to AUT, and therefore, AUT has no authority to access the device or the information contained within.

### *Facilitated meetings:*

Meetings with two or more people are considered facilitated meetings within the terms of reference of Ea. They are conducted in private, usually at venues coordinated by Ea. For added privacy, some meetings may be off-site.

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<sup>1</sup> Caveat: We won't keep secret the disclosure of any threats people make against themselves or others. This includes threats of damage to facilities or the organisations reputation.

Written and oral submissions are considered private and without prejudice. An agreement document is seldom produced, although parties may have documented agreed plans and understandings for future reference.

Facilitation may be concluded with the parties' written agreement/plan. Occasionally, the manager [or other person at AUT with a vested interest in the outcome] may ask for a copy of the agreement/plan, usually because their input is required to help ensure the success of the agreed remedy. The document supply will only occur with the parties' consent when this happens. This is usually written into the document.

Participants will be directed to the information "Confidentiality for people using Ea" on its website. [include link] to inform them of their rights and obligations.

#### *Mediation:*

Meetings with two or more people could be considered mediations within the terms of reference of Ea. They are conducted in private, usually at venues coordinated by Ea. For added privacy, some meetings may be off-site.

Written and oral submissions are considered private and without prejudice.

Mediation is more structured in procedure than facilitated meetings. The fundamental difference is the production of the 'agreement to mediate', a document signed by all parties to the mediation. It sets out further understandings set out in appendix one.

Mediations are often concluded with a written agreement/plan signed by the parties. Occasionally, the manager [or other person at AUT with a vested interest in the outcome] may ask for a copy of the agreement/plan, usually because their input is required to help ensure the success of the agreed remedy. When this happens, documents will only be disseminated with the parties' consent, which is usually written into the document.

Participants will be directed to the information "Confidentiality for people using Ea" on its website. [include link] to inform them of their rights and obligations.

#### *Ea Privacy statement:*

Ea's privacy impact assessment assesses privacy risks when collecting, using, or sharing personal information. Its purpose is to:

1. Ensure that the programme complies with privacy laws
2. Identify and minimise privacy risks (e.g. data breaches)
3. Give visitors certainty that their information is safe
4. Improve our information management systems.

Ea understands the risks of collecting, storing, and using personal information. As an active tool to help inform the major decisions in planning and implementing the programme, Ea has undertaken a privacy impact assessment [PIA] that sets out a regular review of the assessment regime.

Ea staff will never audio or video record interactions with visitors. Ea will not take screenshots during online meetings, nor will it permit others to attend online meetings without the permission of all participants.

Ea expressly reserves the right to require that visitors and their support people do not make recordings of meetings or take still/motion camera images during online and in-person coaching, facilitation or mediation.

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For questions and further information, please contact:

[Contact Ea \(earsaut.org\)](https://earsaut.org/contact-ea) <https://earsaut.org/contact-ea>

Wayne Marriott.

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Olinda Tour.

Service Coordinator. 021964613. [olinda@earsaut.org](mailto:olinda@earsaut.org)

Code of Ethics for the Organisational Ombuds:

[IOA Standards of Practice & Code of Ethics \(ombudsassociation.org\)](https://ombudsassociation.org)

AUT's Employee Assistance Programme [EAP]

[EAP | Employee Assistance Programme \(sharepoint.com\)](#)

# Appendix one.

## Agreement to mediate

*This is an agreement between [name] and [name] (The parties), and [name] (The mediator)*

We, the parties, agree:

### Appointment of mediator

1. We will enter mediation with the mediator within the terms of this agreement.

### Good faith and co-operation

2. We will mediate in good faith. We agree to cooperate with the mediator and be honest with the mediator and each other.

### Role of mediator

3. We accept that the mediator will be neutral, listen to each of us, and assist in resolving our issues. The mediator will do this by helping us to:
  - a) Clarify the issues in dispute.
  - b) Understand each other's viewpoints.
  - c) Develop options to resolve the issues.
  - d) Explore the usefulness of each option.
  - e) Identify our solution/s to the dispute.
  - f) Reach an agreement that accommodates the interests and needs of all parties.
4. We understand that the mediator will not:
  - a) Give legal advice to either party.
  - b) Impose a result on either party.
  - c) Decide for either party.
5. We understand that the mediator may meet separately with one or both parties and their representatives. Such a meeting can take place before the mediation or at any time during it. Either party or the mediator can request this at any time. The content of all such discussions will be confidential between the mediator and the party concerned unless otherwise authorised.

### Authority to settle and represent at mediation.

6. We agree to attend with authority to settle within any range of options that can reasonably be anticipated. Where this is impossible, we have reasonable access to a person with such authority.
7. We acknowledge that each party may have one or more other persons, including legally qualified persons, to support, assist or advise them, subject to the other party's approval.

### Confidentiality of the mediation process

8. The mediator and the parties will treat all written and oral communications and documents presented at or before mediation as confidential.
9. The mediator will not maintain confidentiality if s/he has reason to believe that any person is in danger of physical harm or property is in danger.
10. Any written or spoken information about what occurred in the mediation is privileged. Any party shall not use it at Adjudication or in any Court unless all parties agree.

## Termination/adjournment of the mediation

11. Mediation is voluntary. The parties participate intending to complete the mediation process.
12. Either party may withdraw from the mediation process at any time. However, any party who wishes to withdraw shall discuss the decision with the mediator.
13. The mediator may terminate the mediation if the mediator cannot achieve a resolution after a discussion with both parties.
14. The mediator may adjourn the mediation if it appears that any party is significantly disadvantaged because of the length of the session.

## Settlement

15. If a settlement is reached, the mediator (or counsel) will prepare a mediated agreement signed by the parties. No settlement is binding unless and until it is in writing and has been signed by all parties.

## Exclusion of liability, indemnity, and release

16. The mediator shall not be liable in negligence or otherwise for any act or omission arising from or during the mediation.
17. We agree not to make any claim in defamation against the mediator or each other regarding anything said or any document presented during the mediation.
18. We agree that if any legal action is taken against the mediator, the party bringing the legal action will reimburse the mediator for the costs incurred.

Without prejudice

19. All parties reserve their respective rights should the mediation not result in a settlement being reached between them.

We have read, understood, and agree to the conditions of this agreement:

[name] -----  
(Signature) (position)

[name] -----  
(Signature) (position)

[name] ----- Mediator  
(Signature)

**Date:** [date]

3rd Party confidentiality of the facilitation process

- 20. All other parties will treat all written and oral communications and documents presented at or before facilitation as confidential.
- 21. Any written or spoken information about what occurred in facilitation is privileged. Third parties shall not use any information for or against any party at any Adjudication or in any Court unless all parties agree.

The following persons attended the facilitation and agreed to abide by the above.

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(3 <sup>rd</sup> party - name)	(Signature)	(purpose of attendee)
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(3 <sup>rd</sup> party - name)	(Signature)	(purpose of attendee)
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(3 <sup>rd</sup> party - name)	(Signature)	(purpose of attendee)
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(3 <sup>rd</sup> party - name)	(Signature)	(purpose of attendee)

**Date:** [date]