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Evangelism and Ministry Partnerships Provisional Board*

Evangelism and New Churches (ENC)

Policy on the use of non-disclosure, non-disparagement, & other confidentiality agreements

Convictions:

Under the Lordship of Christ and in response to his gospel, we believe that Evangelism and New Churches (ENC) should conduct all of its affairs consistently with Biblical principles. In particular we believe God calls us to the pursuit of truth, justice, care for the vulnerable, repentance from sin, and reconciliation where there are broken relationships. Whilst we see a place, where appropriate, for privacy and confidentiality, we do not believe that confidentiality agreements should ever be used to cover up or hide sin, misconduct, or conflict.

Commitment:

We will not use a confidentiality agreement:

i. for the purpose of covering up or hiding sin, misconduct, or conflict;
ii. to preference the reputation of Evangelism and New Churches at the expense of truth;
iii. that would prevent a person from making a formal complaint about the conduct of any other party to an appropriate authority;
iv. that would restrict a person's freedom to discuss their circumstances with a health professional;
v. that makes the payment of a financial sum or benefits, in excess of regulatory or contractual requirements, contingent upon the signing of the agreement (unless the only matters not to be disclosed are the financial sum or benefits themselves, and the nature of the settlement).

We may use confidentiality agreements in some of the following ways as we do not believe such uses contravene Biblical principles:

i. to ensure confidentiality with respect to the sum of a financial settlement, the nature of the financial settlement itself, and other benefits in addition to a financial sum (e.g. in the context of employment separation, or in the context of redress payments for victims of abuse);
ii. to ensure appropriate confidentiality of intellectual property or other commercially sensitive information;
iii. as an instrument between two or more corporate or legal entities (i.e. it does not involve a "natural person" or individual);
iv. to ensure appropriate confidentiality of personal information (e.g. for the purposes of compliance with privacy legislation);
v. to ensure confidentiality of matters discussed in a governance context;

vi. to ensure a supervisor, coach, counsellor, or mentor maintains confidentiality with respect to matters discussed with their client in the context of their meetings;
vii. to require an employee, contractor, or volunteer to maintain confidentiality in respect to information they become aware of in the course of their employment or engagement, except insofar as disclosure is necessary for the proper performance of their duties, to disclose allegations of misconduct to a relevant authority, or to comply with the law;
viii. to preserve the confidentiality of mediation meetings as part of a conflict resolution process;
ix. to protect a victim of abuse or other misconduct (established as such by a reliable process of independent investigation) when the victim requests the use of a confidentiality agreement to bind the perpetrator and/or Evangelism and New Churches, but which does not bind the victim themselves;
x. to constrain speech on the part of a perpetrator of abuse or other misconduct (established as such by a reliable process of independent investigation), where the purpose of the confidentiality agreement is to protect the victim and/or Evangelism and New Churches from the unwanted commentary of the perpetrator in question, but which does not constrain any of the perpetrator's victims;
xi. as a means of ensuring confidentiality for a limited period of time (ideally no more than 12 months) where a breakdown in relationship has occurred between parties to a dispute, and where the purpose of the confidentiality agreement is to facilitate peaceable separation, to facilitate both parties moving in other directions without fear of disparagement, and to facilitate calm and objective reflection, and where both parties have obtained independent legal advice which supports the use of the time-limited confidentiality agreement in the circumstances;
xii. as a means of ensuring ongoing confidentiality about the nature of a dispute where a prior time-limited confidentiality was entered into (as described in (xi) above), and where both parties agree to bind themselves to ongoing confidentiality having first obtained independent legal advice;
xiii. to ensure confidentiality in any situation where it may be required by law.

Complaints:

Any complaint about suspected breaches of this policy should be forwarded to the EMP Provisional Board's corporate secretary via corporatesecretary@anglican.sydney.asn.au

Policy status

Date	Comment
11 December 2025	Adopted by the EMP Provisional Board acting as the Evangelism and New Churches Board

* EMP Provisional Board is a stapled board comprising the Anglican Media Council, the Council of Ministry Training and Development and the Board of Evangelism and New Churches