

Information statement: Non-disclosure agreements (NDAs) (workplace sexual harassment)

In Victoria, you must be given this information statement before you sign a non-disclosure agreement (NDA) in a workplace sexual harassment matter.

Overview

In Victoria, from 1 July 2026, non-disclosure agreements (NDAs) in workplace sexual harassment matters are only permitted by the law in certain circumstances.

If you have reported experiencing sexual harassment at work or in connection with work (including if you work as a volunteer), you must be given this information statement before you sign an NDA about that sexual harassment. The information statement must be given to you by the other party (for example, your employer or the person who harassed you) before signing the NDA.

This information statement covers:

- What is an NDA
- Your right to obtain legal advice (this information statement is not legal advice)
- Preconditions (rules) that must be met prior to signing an NDA
- Information about who you can talk to even if you have signed an NDA. This includes Victoria Police, medical and legal professionals
- Your right to end an NDA
- Other supports and information links

Even if you have signed an NDA, the NDA cannot prevent you from sharing certain information with specific people or organisations if you want to.

What is a non-disclosure agreement or NDA?

A non-disclosure agreement (commonly referred to as an **NDA**) is a legal agreement that requires one or more parties to keep certain information confidential. NDAs are sometimes referred to as confidentiality clauses or privacy agreements. NDAs can be standalone documents or may be clauses included in a broader settlement agreement (such as an agreement that ends a legal dispute in exchange for a payment, so that the parties don't have to attend a Court hearing).

Clauses in an agreement requiring parties not to make negative statements or criticise each other to anyone else, are also a type of NDA. These are known as **non-disparagement clauses**.

NDAs can require only one party to keep certain information confidential. For example, an NDA that allows a worker to speak about their experience but requires their employer to keep information about the worker confidential. They can also be mutual, where all parties agree to keep certain details confidential.

This information statement is not legal advice

You have the right to obtain legal advice before agreeing to a workplace non-disclosure agreement. For further information about how to find legal advice, please visit vic.gov.au/nda.

What the law says about NDAs about workplace sexual harassment

If you usually work in Victoria there are rules about the use of NDAs for workplace sexual harassment. These rules commenced on 1 July 2026 and are intended to protect workers who have experienced sexual harassment at work or in connection with work (including people who work as volunteers).

An NDA that stops you from talking about your experience of workplace sexual harassment or naming the person who harassed you (if they were 18 years or older) is not legal, unless certain rules are met. These are called '*preconditions*' and each one must be met for an NDA to be legal.

NDA preconditions summary

The six preconditions are:

- 1** The NDA is requested by you
- 2** It is your express wish and preference to have an NDA
- 3** You are provided with a copy of this information statement before you sign the NDA
- 4** You are given 21 days to review the NDA before you sign it (unless you choose not to have a review period or to shorten the review period)
- 5** You and the other parties formally acknowledge these requirements have been met
- 6** You are not unduly influenced or pressured to request or agree to the NDA

An NDA about workplace sexual harassment is not legal unless all of these mandatory preconditions are met

Precondition 1 – An NDA about workplace sexual harassment can only be requested by you

You cannot be asked to sign an NDA that prevents you from talking about your experience of workplace sexual harassment, including who harassed you (if that person was 18 years or older at the time of the harassment).

Your employer, the person who harassed you (**respondent**), and their representatives cannot suggest or ask you to sign an NDA of this kind.

Only **you** can raise the option of this type of NDA. You may want this if, for example, you wish to keep certain details private such as your identity and what happened to you. Your request for an NDA may be verbal or written.

Precondition 2 – An NDA can only be entered into where it is your choice and preference

If you request and want to agree to an NDA, it must be because you genuinely want confidentiality and not because you feel pressured to request or agree to an NDA.

If you request confidentiality and then change your mind before you sign the NDA, you should tell the other parties to the NDA (for example, your employer or their legal representatives). It's OK to change your mind.

If you are feeling pressured or unable to tell the other party that you have changed your mind, you can seek legal assistance.

Precondition 3 – You must be given a copy of this information statement prior to you agreeing to an NDA

This information statement must be provided to you after you request an NDA and **before** you and the other party or parties (for example your employer or the respondent) sign the NDA.

Precondition 4 – You must have at least 21 days to review the NDA and the opportunity to seek legal advice

You must have at least 21 days to review the NDA before signing it, unless you request that the review period is shorter, or you decide you don't need any time to review the document before you sign it.

The 21-day review period is the minimum amount of time you must be given. This means that the other party may agree to give you more time to review the NDA if you need it.

It is recommended that you seek legal advice before signing an NDA to make sure you understand what it means for you and the other party (for example, your employer or the respondent).

It's OK if, during this review period, you change your mind and don't want the NDA. You can also request or negotiate changes to the NDA if you want to.

Precondition 5 – You and all parties must sign the acknowledgement form stating that the above four preconditions have been met

Before signing the NDA, each party to it, including you, must acknowledge that the above preconditions have been met. This is done by signing an acknowledgement form.

You should only sign this acknowledgement form if you agree that the preconditions have been met. The acknowledgement form is available on vic.gov.au/nda.

You must be given a copy of the signed acknowledgement form and the signed NDA.

Precondition 6 – You cannot be unduly influenced or pressured to sign an NDA

Your employer, the respondent or their legal representative must not pressure you into asking for, or signing, an NDA. You should only agree to an NDA if you asked for it, and you truly want one.

Some examples of undue, or unfair, pressure or influence could include:

- being told you will receive more money if you request a workplace NDA, or less money if you do not request an NDA
- being told you will not be provided with a work reference unless you request an NDA
- your employer telling you that ‘you won’t get a job in the industry again’ if you do not request an NDA
- your employer telling you they won’t renew your work visa unless you sign an NDA.

Your rights if the preconditions have not been met

If you have been given an NDA to sign, and you think that any of these preconditions have not been met, you can refuse to sign the acknowledgement form and the NDA. You may wish to get legal advice about your options.

If you have signed an NDA and believe that any of these preconditions have not been met, you can give your employer (and the respondent, if they are a party to the NDA) a breach notice. You can find information about what a *breach notice* is at vic.gov.au/nda.

The six preconditions don’t apply to some matters

You can be asked to enter into an NDA to keep confidential:

- the amount of any financial compensation paid to you (for example, settlement money), and/or
- the name of the person who harassed you if they were under 18 at the time of the sexual harassment.

The six preconditions don’t apply to NDAs about these matters.

The NDA can't stop you from talking to certain people or organisations

Even if you have requested and signed an NDA that meets all of the preconditions, the NDA cannot prevent you from sharing certain information with specific people or organisations if you want to. This is called a '**permitted disclosure**' and means you can talk to people such as Victoria Police, medical and legal professionals about what happened to you.

The law says what information you can share and who you can share it with. The full list of people or organisations you can talk to, and what you can tell them, even if you have signed an NDA, is at **Attachment 1** of this Information Statement at **page 7**.

You will not be breaching your NDA if you make a permitted disclosure to any person or organisation on the list, regardless of what is written in your NDA.

You have the right to end an NDA after 12 months

If you have signed an NDA and want to end it, you can do so any time after 12 months from the date it was entered into. This right to end an NDA only applies to agreements signed after the law started on 1 July 2026.

You must give the other parties to the NDA seven days' written notice that you want to end the NDA. You must use the Notice of Termination of Workplace Non-Disclosure Agreement form available on vic.gov.au/nda.

If you choose to end your NDA, you do not have to repay any settlement money that you received.

If you decide to end your NDA, you will be able to share information about what happened to you, and who harassed you (if they were 18 or over). If the NDA also required other parties to keep this information confidential, they will also be allowed to share this information once you end the NDA. You may wish to seek legal advice about the implications of ending an NDA.

If an NDA is part of a broader agreement (such as a settlement agreement), the rest of the agreement will continue to apply if you end the NDA. For example, if you have agreed to keep confidential:

- the amount of any financial compensation paid to you (for example settlement money)
 - the name of the person who harassed you if they were under 18 at the time of the harassment
- you will be required to keep this information confidential even if you end an NDA. You can only end an NDA that covers this information if the other party has expressly given you that right in the NDA that you signed.

Further information and support services

For further information on your rights relating to NDAs and available support services relating to workplace sexual harassment, including how to find legal advice, please visit vic.gov.au/nda.

If you feel unsafe or need immediate support:

Service	Phone number	Opening hours
Victoria Police	000	Available 24 hours a day, 7 days a week
Lifeline	13 11 14	Available 24 hours a day, 7 days a week
1800RESPECT (national sexual assault hotline)	1800 737 732	Available 24 hours a day, 7 days a week
Sexual Assault Crisis Line	1800 806 292	Available weeknights 5pm to 9am, weekends and public holidays
Rainbow Sexual, Domestic and Family Violence Helpline	1800 497 212	Available 24 hours a day, 7 days a week
13 YARN	139 276	Available 24 hours a day, 7 days a week

Translating and interpreting service



Call 131 450 to translate this information in your language.

For more information about this free service, visit tisnational.gov.au.

If you are deaf or find it hard hearing or speaking with people who use a phone, you can contact the National Relay Service at accesshub.gov.au.

Attachment 1: Permitted disclosures

You have the right to disclose or share specific information about your experience of workplace sexual harassment to certain people and organisations (bodies). This is known as a '**permitted disclosure**'. Permitted disclosures are to protect you and to ensure that you seek support even if you agreed to an NDA. You will not be breaching your NDA if you make a permitted disclosure in accordance with the lists below, even if your NDA says that you can't.

Table 1 – General

You can always share information about your experience of workplace sexual harassment with the people listed in this Table 1 without breaching your NDA (regardless of what the NDA says). You can also share the name of the person who harassed you with the people in this Table 1, but only if the harasser was 18 years or older at the time of the harassment.

However, when sharing information with anyone in this Table 1, you cannot share information about the amount of financial compensation (for example settlement money) that was paid to you, or the name of the person who harassed you if they were under 18 at the time.

✓	An Australian legal practitioner (for example a lawyer/solicitor/barrister) for the purposes of obtaining legal advice
✓	A Victorian WorkCover agent
✓	An officer or employee of a registered trade union for the purposes of obtaining advice or assistance in relation to the workplace sexual harassment (for example your union organiser or industrial officer)
✓	Your employer or potential employer for the purposes of obtaining or maintaining work
✓	A friend or family member who has agreed to keep the information confidential for the purposes of obtaining personal support
✓	The Independent Broad-based Anti-Corruption Commission (IBAC)
✓	An integrity body, other than the Fair Work Commission, within the meaning of the <i>Independent Broad-based Anti corruption Commission Act 2011</i>
✓	A Joint Investigatory Committee within the meaning of section 3 of the <i>Parliamentary Committees Act 2003</i> or a sub committee within the meaning of section 3(1) of that Act
✓	A mental health and wellbeing professional (such as a medical practitioner, registered psychologist, specialist sexual assault worker, paramedic or nurse) for the purposes of obtaining mental health or psychological support or treatment
✓	A minister of religion for the purposes of obtaining religious guidance or support
✓	The National Anti-Corruption Commission
✓	The Office of Public Prosecutions

Table 1 – General (Continued)

✓	A registered medical practitioner for the purposes of obtaining medical treatment.
✓	The Victims of Crime Financial Assistance Scheme
✓	WorkSafe Victoria
✓	The Victorian Legal Services Board
✓	The Victorian Legal Services Commissioner
✓	Victoria Police

Table 2 – Certain government bodies

You can always share the following information to the people listed in this Table 2 without breaching your NDA:

- details about the sexual harassment provided that you do not share the following information (unless the NDA says that you can):
 - the name of the person who harassed you (regardless of their age)
 - the name of your employer
 - the amount of any financial compensation you will or have received (for example settlement money) in respect of the sexual harassment.

✓	Australian Human Rights Commission
✓	Fair Work Commission
✓	Office of the Fair Work Ombudsman
✓	Public Sector Gender Equality Commissioner
✓	Victorian Equal Opportunity and Human Rights Commission

Table 3 – Financial persons and organisations (bodies)

You can always share the amount of any financial compensation you will or have received (for example settlement money) to the financial persons and organisations (bodies) in this Table 3 without breaching your NDA.

✓	Centrelink (Services Australia)
✓	A financial advisor for the purposes of obtaining financial advice.
✓	A tax agent for the purposes of obtaining tax advice.