



Headquarters
New Zealand Defence Force
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New Zealand

OIA-2026-5849

15th July 2026

[REDACTED]@rnz.co.nz

Dear [REDACTED]

I refer to your email of 17 June 2026 requesting, under the Official Information Act 1982 (OIA):

Since 23 November 2023:

1. *How many working groups, advisory groups, reference groups, expert panels, stakeholder groups, or similar bodies administered by your agency have required participants to sign a non-disclosure agreement (NDA), confidentiality agreement, or confidentiality undertaking as a condition of participation?*
2. *Please provide the figure for each of:*
 - 23 November 2023 to 31 December 2023
 - 2024
 - 2025
 - 2026 to date
3. *Please provide any current policy, guidance, or criteria governing when such agreements may be required.*

The New Zealand Defence Force (NZDF) does not have specialised non-disclosure agreements or confidentiality agreements for *working groups, advisory groups, reference groups, expert panels, stakeholder groups, or similar bodies*.

There are confidentiality obligations for all NZDF employees, contractors, and personnel. NZDF contracts include confidential information clauses. While these may vary across different contracts, the standard template wording is along the lines of the following:

Confidential Information in this context refers to the terms of this Agreement and all other information that by its nature could reasonably be considered to be confidential, including all NZDF data, and information obtained as a result of the negotiations for this Agreement or entering into or performing this Agreement.

1. Confidential Information

1.1 Except as permitted by this clause 17 or otherwise expressly permitted in this Agreement, each party must keep the other party's Confidential Information:

- (a) confidential at all times and will not disclose that Confidential Information to any person or use that Confidential Information for any purpose other than the purpose of this Agreement (which, in the case of the NZDF, will include obtaining the full benefit of the Agreement and all rights granted under it); and

(b) secure and ensure it has in place adequate security measures to safeguard the Confidential Information from access, loss, use, modification or disclosure by unauthorised persons.

1.2 A party may disclose Confidential Information:

(a) to:

(i) its directors, employees or contractors who need to know such information for the purpose of this Agreement;

(ii) its professional advisers, auditors or bankers for a proper purpose; or

(iii) in the case of the NZDF, any of the NZDF's advisers (including relevant third parties) and external suppliers, provided that party ensures that each such person complies with the restrictions in this clause as if such person were a party to this Agreement;

(b) if and to the extent disclosure is required by law, the rules of any registered securities exchange on which the party's securities are listed, or any Government Agency, provided that party gives the other party notice, to the extent permitted by the applicable law, of the requirement as soon as practicable and consults in good faith with the other party before such disclosure is made;

(c) in the case of the NZDF, where required for the NZDF to discharge its parliamentary and governmental obligations with respect to the Defence portfolio (including to one or Ministers of the Crown and/or the Prime Minister and Cabinet, or any parliamentary officer or body);

(d) if and to the extent the information:

(i) was known to the receiving party before the information was disclosed to it;

(ii) is disclosed to the receiving party on a non-confidential basis by a third party who has the right to make such disclosure without requiring the information to be kept confidential by the receiving party;

(iii) is generally available to the public through no fault of the receiving party; or

(iv) is developed by the receiving party independently of the information disclosed by the disclosing party; or

(e) if and to the extent required in connection with legal proceedings relating to this Agreement.

1.3 The Supplier will notify the NZDF in writing immediately on becoming aware of any:

(a) potential, threatened or actual misuse or unauthorised disclosure or use of Confidential Information by any person to whom the Supplier makes any disclosure in accordance with clause 17.2; or

(b) breach of the Supplier's obligations under this clause 17, and will take all reasonable steps to mitigate the effects of such disclosure and fully co-operate with the NZDF in preventing or limiting such misuse, unauthorised disclosure or breach, at the cost of the Supplier.

For civilian staff, individual employment agreements contain the following regarding confidentiality:

Protecting the security of the Defence Force is very important and this includes the operational and strategic interests of the Defence Force. Protecting the privacy of people is also very important. Therefore, except in the proper performance of your duties, you agree that you will not disclose either directly or indirectly any information or knowledge regarding the Defence Force and its employees, or relating to the operational or strategic interests of the Defence Force, unless specifically authorised. Breach of confidentiality may constitute serious misconduct and could result in your dismissal.

This requirement not to disclose either directly or indirectly any information or knowledge regarding the Defence Force and its employees continues after you cease working for the Defence Force.

Where you suspect or believe that any confidential information or material belonging to, or relating to, the Defence Force has been lost or misplaced or distributed without authorisation, you will

immediately inform the Defence Force. Failure to do so may constitute serious misconduct and could result in your dismissal.

You have the right, under section 28(3) of the OIA, to ask an Ombudsman to review this response to your request. Information about how to make a complaint is available at www.ombudsman.parliament.nz or freephone 0800 802 602.

Please note that responses to official information requests are proactively released where possible. This response to your request will be published shortly on the NZDF website, with your personal information removed.

Yours sincerely

GA Motley

Brigadier

Chief of Staff HQNZDF