



UNIVERSITY OF THE
WITWATERSRAND,
JOHANNESBURG



STATS CENTRAL

Data Confidentiality Agreement

This agreement is between:

Stats Central Consultant;

Name and Surname:

Student/Staff Number:

E-mail:

Supervisor; and

Name and Surname:

Staff Number:

Position:

School and Faculty:

Student

Name and Surname:

School and Faculty ("Faculty"):

Project Title:

1. The Student is carrying out the Project which is being supervised by the Supervisor for degree purposes.
2. The Student agrees to abide by their Faculty Postgraduate Standing Orders and Guidelines for unacceptable and acceptable assistance in the postgraduate research project, which will be confirmed by their Supervisor. The University's Policy on Authorship also needs to be consulted.
3. The Student agrees to provide detailed direction and instruction on the Students expectations for maintaining the confidentiality of research information, Data / Dataset so that the Stats Central Consultant can comply with the terms and conditions herein.
4. Summary of work expectation by the Student for the Stats Central Consultant:

5. The Student and the Supervisor agree to provide oversight to the Stats Central Consultant in ensuring confidentiality is maintained of the Project as well as the Data / Dataset that they will receive.
6. The Stats Central Consultant will be receiving Data / Dataset named
7. The Stats Central Consultant will have access to such Data / Dataset, which the Stats Central Consultant will keep confidential. The Stats Consultant is prohibited to disclose any facts and any piece of Data / Dataset.
8. The Stats Central Consultant agrees:
 - a. that he/she will be provided with the Data / Dataset from the Project in electronic format in order to provide advice for the Student who will be analysing the Data / Datasets themselves;
 - b. that the research information / Data / Dataset and intellectual property remains the property of the University;
 - c. not present or publish or claim rights to authorship of research pertaining to or based on the Data / Dataset on any grounds. The Parties agree to comply with the University's Guidelines on Authorship;
 - d. not share the whereabouts or content of the Data / Dataset with anybody other than the Student and Supervisor;
 - e. not distribute, pass the Data / Dataset, or any analytical results from the Data / Dataset on to any other third-party individuals for any reason whatsoever unless required by law;
 - f. keep all research information, Data / Dataset secure while it is in the possession of the Stats Central Consultant;
 - g. not make accessible to third parties any information or personal data either in full or in part, in any shape or form, regardless of the storage medium (e.g. hard copy, CD, memory chip, USB, cloud, quantum storage and any other electronic storage format / platform), either as an original or a copy, without the express permission of the Student **and** the Supervisor; to ensure that ethical requirements of maintaining data confidentiality is maintained at all times and to report any breaches of confidentiality immediately to the Student, Supervisor and the Stats Central Management;
 - h. to undertake at all times all necessary measures for data protection in line with international and / or national legislation and regulations;
 - i. to not produce any research outputs nor independent outputs (such as conference presentations, publications and so on) based on access to this Data / Dataset;
 - j. return all research information, Data / Dataset to the Student and Supervisor when the Stats Consultant has completed the research tasks or upon request, whichever is earlier in time;
 - k. to destroy all research information, Data / Dataset regarding this Project that is not returnable to the Student and Supervisor after consulting with the Student and Supervisor. The Stats Central Consultant will need to comply with this requirement immediately after the work expectation has been completed by the Stats Central Consultant;

- l. to comply with the instructions of the Student and Supervisor about requirements to physically and/or electronically secure records (including password protection, file/folder encryption, and/or use of secure electronic transfer of records through file sharing, use of virtual private networks, etc.); and
- m. to not allow any personally identifiable information to which the Stats Consultant has access to be accessible from outside the Republic of South Africa, unless specifically instructed otherwise in writing by the Student and Supervisor.

9. The Supervisor agrees to have the oversight of this Agreement.

Signed on behalf of the Stats Central Consultant:

Name:

Designation: Stats Central Consultant

Date:

Place:

Signed on behalf of the Student:

Name:

Designation: Student

Date:

Place:

Signed on behalf of the Supervisor:

Name:

Designation: Supervisor

Date:

Place:

Signed on behalf of the Head: Postgraduate Strategy:

Name:

Designation:

Date:

Place: