

SAWS

PROTECTION OF PERSONAL INFORMATION ACT

PROCESSING NOTICE: CONSENT AND CONFIDENTIALITY CLAUSE FOR SAWS EMPLOYEES

“Personal Information” (PI) shall mean the race, gender, sex, pregnancy, marital status, national or ethnic origin, colour, sexual orientation, age, physical or mental health, disability, religion, conscience, belief, culture, language and birth of a person; information relating to the education or the medical, financial, criminal or employment history of the person; any identifying number, symbol, email address, physical address, telephone number, location information, online identifier or other particular assignment to the person; the biometric information of the person; the personal opinions, views or preferences of the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; the views or opinions of another individual about the person whether the information is recorded electronically or otherwise.

“POPIA” shall mean the Protection of Personal Information Act 4 of 2013 as amended from time to time.

“SAWS Employee” shall mean any person, who works for SAWS and who receives, or is entitled to receive, remuneration from SAWS to assist SAWS in achieving its mandate, and shall, for the purposes of this notice, also include an independent contractor, intern, student, bursary and learnership holders/applicants, employment applicants, external researchers and a temporary employee.

SAWS undertakes to process the personal information of the SAWS employee only in accordance with the conditions of lawful processing as set out in terms of POPIA and in terms of the SAWS’ POPI Policy and only to the extent that it is necessary to discharge its obligations and to perform its functions as an employer and within the framework of the employment relationship and as required by South African law.

The SAWS employee acknowledges that the collection of his/her personal information is both necessary and requisite as a legal obligation, which falls within the scope of execution of the legal functions and obligations of the SAWS.

The SAWS Employee therefore irrevocably and unconditionally agrees:

1. That he/she is notified of the purpose and reason for the collection and processing of his or her PI insofar as it relates to the SAWS’ discharge of its obligations and to perform its functions as an employer.

2. That he/she consents and authorizes the SAWS to undertake the collection, processing and further processing of the employee's PI by the SAWS for the purposes of securing and further facilitating the following:-
 - 2.1 Employee's employment with the employer
 - 2.2 For pre-employment purposes where applicable
 - 2.3 Employee development
 - 2.4 Employee contractual agreements
 - 2.5 Bursary contracts
 - 2.6 Learnership contracts
 - 2.7 Internship contracts
 - 2.8 Medical Aid
 - 2.9 Pension/provident fund
 - 2.10 Travel requirements
 - 2.11 Research projects proposals
 - 2.12 Occupational Health & Safety purposes
 - 2.13 Contacting the employee's next of kin in case of emergency
 - 2.14 Determining employee's fitness to do certain duties e.g. working at heights
 - 2.15 Training and other OHS related travel
 - 2.16 Nomination to serve on international bodies and/or participation thereof
 - 2.17 Overtime details
 - 2.18 Personnel expense claims
 - 2.19 Personnel advance
3. Without derogating from the generality of the aforestated, the employee consents to the employer's collection and processing of PI pursuant to any of the employer's Internet, email and Interception policies in place insofar as PI of the employee is contained in relevant electronic communications.
4. To make available to the employer all necessary PI required by the employer for the purpose of securing and further facilitating the employee's employment with the employer.
5. To absolve the employer from any liability in terms of POPIA for failing to obtain the employee's consent or to notify the employee of the reason for the processing of any of the employee's PI.
6. To the disclosure of his/her PI by the employer to any third party, where the employer has a legal or contractual duty to disclose such PI.
7. The employee further agrees to the disclosure of his/her PI for any reason enabling the employer to carry out or to comply with any business obligation the employer may have or to pursue a legitimate interest of the employer in order for the employer to perform its business on a day to day basis.
8. The employer undertakes not to transfer or disclose his/her PI unless it is required for its legitimate business requirements and shall comply strictly with legislative stipulations in this regard.
9. The SAWS Employee acknowledges that during the course of the performance of his/her services, he/she may gain access to and become acquainted with the personal information of other employees, contractors, customers, and suppliers. The SAWS employee will treat personal information as a confidential SAWS asset and agrees to respect the privacy of other employees, contractors, customers, and suppliers.

10. To the extent that he/she is exposed to or insofar as PI of other SAWS Employees or third parties are disclosed to him/her, the SAWS Employee hereby agree to be bound by appropriate and legally binding confidentiality and non-usage obligations in relation to the PI of third parties or employees.
11. SAWS Employees may not directly or indirectly, utilise, disclose or make public in any manner to any person or third party, either within the SAWS or externally, any personal information, unless such information is already publicly known or the disclosure is necessary in order for the employee or person to perform his or her duties on behalf of the employer.
12. Where you provide us with another person's PI for processing, you confirm and warrant that you have obtained the required permission from such person (s) to provide SAWS with their PI for processing and indemnify and hold SAWS harmless against any liability or loss which may be incurred by SAWS or other employees of SAWS as a result of any breach of such warranty.

Name of Employee:	
Signature:	
Date:	
Name of Employer:	SAWS
Executive Manager:	
Signature:	
Date:	