



MARRC CONFIDENTIALITY AGREEMENT

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1.0 DEFINITIONS

In this document the following words and expressions shall bear the meanings assigned to them hereunder: -

MARRC shall mean Msunduzi Association of Residents, Rate Payers, and Civics.

Confidential information shall mean information marked as confidential or designated confidential by the chairperson, as well copies thereof. Including all information discussed and produced amongst MARRC members which would not ordinarily be found in the public domain.

Term of duty shall mean the period that that committee member holds office within their individual Resident and Rate Payers Association and such becomes a committee member to sit on MARRC.

Committee Member shall mean a member of the management committee of an individual Resident and Rate Payers Association, who has been elected to sit on the MARRC committee.

MANCO shall mean Management Committee

Designated Spokesperson shall mean that individual who has been elected by the MANCO of MARRC to speak to the public, media, and the like on behalf of MARRC.

2.0 PREAMBLE

MARRC is a constituted non-profit voluntary and non-political civil society movement, an umbrella body of constituted local residents and ratepayer's associations, and civic

organisations in Msunduzi who represent various constituencies in different localities within the Msunduzi Municipal jurisdiction.

The various constituencies have different challenges, people therein have diverse views and opinions, but the same overall interest in the public good.

Our intent is to promote active citizenry. This entails solution driven activities to promote effective service delivery, social justice, accountability, unity, and Ubuntu across the Municipal area of jurisdiction.

3.0 PURPOSE

The purpose of this confidentiality agreement is to ensure that sensitive and confidential information is protected. In this document, unless the context otherwise requires, references to one gender include all genders and references to the singular include the plural and vice versa.

4.0 CONFIDENTIALITY & DISCLOSURE

4.1 During the course of a term of duty, a committee member will have access to confidential information, not only of MARRC, its employees and volunteers but also of its users and numerous others. It is therefore a condition of their term of office and thereafter that:

4.1.1 Committee members not divulge any confidential information to any person or persons, the media, or anybody whatsoever relating to the business or affairs of MARRC, to which they may have access, unless:

4.1.2 Such information has been expressed in the public domain by the MARRC spokesperson and permission has been granted by MARRC to make comment in this regard.

4.2 Any committee member who has been found to have removed any confidential information from the premises on termination of a term of duty shall face criminal charges of theft.

4.3 The committee member shall relinquish all confidential information and documents (including but not limited to any training materials, standards or operating

manuals and equipment) and all reproductions thereof in the same form that MARRC provided it to the committee member on the termination of the committee member's membership of MARRC.

4.4 MARRC recognises that its members have the right to speak out on issues of concern as private individuals. However, all public statements about MARRC's activities, policies and stance, or made on behalf of MARRC, on any matter, may only be made by a designated MARRC's spokesperson as approved by MANCO.

5.0 BOOKS AND PAPERS

5.1. All records, books, reports, files, papers, correspondence, magazines, booklets, pamphlets prepared by or on behalf of the MARRC relating to the business of MARRC whether in hard or electronic form ("the documents") which come into all committee members' possession during their participation in MARRC activities shall remain the sole property of MARRC.

5.2 The documents shall remain on MARRC's premises or at such other places as it may direct. The committee members shall deliver the documents to MARRC at any time on request. Save for the purposes of the MARRC's business, the committee members shall not make or retain copies of or extracts from the documents.

5.3 Upon termination of committee members' membership, the committee members shall forthwith return to MARRC, the documents in their possession or under their control.

6.0 AUTHORSHIP

6.1 Members hereby cedes assigns and makes over unto and in favour of the MARRC, all rights that they may have or may acquire in and to the previously mentioned material and which material shall be given up by the member whenever MARRC requires him to do so or on termination of membership for any reason whatsoever.

6.2 This clause specifically excludes author’s rights, which are natural rights and cannot be ceded e.g. the right to be named as the author, the right to oppose mutilation of the work or the use thereof without the standard citation of sources and the permission of the author when required in accordance with copyright legislation.

7.0 TERMINATION OF MEMBERSHIP

7.1 It is also agreed that this agreement and the obligations contained herein shall continue to apply even upon the individual no longer being a member of MARRC.

8.0 CONSEQUENCES OF BREACH

8.1 MARRC reserves the right to take legal action should any member be found to be in breach of this agreement. This right shall also apply to a member who is no longer a member of MARRC but who is still liable to fulfil the obligations contained herein, as required in the above-mentioned clause headed: “Termination of Membership”

9.0 SIGNATURES

9.1 **SIGNATURE OF THIS AGREEMENT INDICATES THAT THE SIGNATORY HAS READ AND UNDERSTOOD, AND AGREES TO THE CONTENT HEREOF**

Full Name: **Date:**

Signature

WITNESSES

1. Full Name Date

Signature

2. Full Name Date

Signature