Note: This agreement is to be used where The Responsible Party is sharing personal information for which it is the Responsible Party as defined in the POPI Act.

The information may be shared with another organisation for a number of purposes, including but not limited to:

* Acting on behalf of employees, to pass information to parties such as pension funds; medical aids; South African Revenue Services (SARS); Financial Institutions
* To fulfil statutory obligations by submitting returns to various organisations such as Department of Labour; Sector Education and Training Authority

Where The Responsible Party plays the role of Responsible Party as defined in the POPI Act it is important that The Responsible Party complies with Condition 4: Further Processing, section 15 of the POPI Act.

**Personal Information Sharing Agreement**

**Name and address of Responsible Party:**

Name of company

Registered address

**Name and address of organisation with which personal information is shared:**

Name of company

Registered address

Contents

[1 Definitions 2](#_Toc440959199)

[2 Introduction 2](#_Toc440959200)

[3 Identification of legal provisions relevant to the Personal Information 2](#_Toc440959201)

[4 Purpose of sharing 2](#_Toc440959202)

[4.1 What will be achieved by sharing Personal Information? 2](#_Toc440959203)

[4.2 Further processing limitations 2](#_Toc440959204)

[4.3 Assessment of benefits and risks 3](#_Toc440959205)

[5 Definition of Personal Information to be shared 3](#_Toc440959206)

[6 Consent for sharing of Personal Information 3](#_Toc440959207)

[7 Timing of Personal Information sharing 3](#_Toc440959208)

[8 Personal Information quality 3](#_Toc440959209)

[9 Technical provisions for sharing Personal Information 4](#_Toc440959210)

[9.1 Approved format for Personal Information sharing 4](#_Toc440959211)

[10 Security and Confidentiality of Personal Information 4](#_Toc440959212)

[11 Sharing cost agreements 4](#_Toc440959213)

[12 Retention protocols for Personal Information being shared 4](#_Toc440959214)

[13 Review of effectiveness of the agreement 4](#_Toc440959215)

[14 Duration of agreement 4](#_Toc440959216)

[15 Sanctions for failure to comply 4](#_Toc440959217)

[16 Agreement signed by 4](#_Toc440959218)

# Definitions

|  |  |
| --- | --- |
| Term used | Definition source |
| Personal information | As defined in Section 1 of the Act |
| Processing | As defined in Section 1 of the Act |
| Regulator or Information Regulator | As defined in Section 1 of the Act |
| Responsible Party | As defined in Section 1 of the Act |
| Security safeguards | As defined in Section 19 of the Act |
| The Act | Protection of Personal Information Act, No.4 of 2013. |

# Introduction

The Responsible Party plays the role of Responsible Party as defined in the POPI Act. This agreement is to help ensure that The Responsible Party complies with Condition 4: Further Processing, section 15 of the POPI Act.

# Identification of legal provisions relevant to the Personal Information

This agreement supports compliance by The Responsible Partyi n terms of compliance with Condition 4: Further Processing, section 15 of the POPI Act.

# Purpose of sharing

## What will be achieved by sharing Personal Information?

The reasons this personal information is being shared are: [insert reasons]

* X
* X
* X

## Further processing limitations

The Responsible Party denies permission to [insert name and address of organisation with which personal information is shared] for further processing of the personal information supplied under this agreement until written amendment of this agreement is in place.

## Assessment of benefits and risks

The benefits to the data subject of their information being shared are: [insert benefits]

* X
* X
* X

The risks of sharing this personal information are: [insert risks]

* X
* X
* x

# Definition of Personal Information to be shared

[insert list of personal information to be shared]

* X
* X
* X
* x

# Consent for sharing of Personal Information

The Responsible Party confirms that

* The Personal Information Data Subjects have given written consent for the sharing of this information with [insert name of organisation being shared with]
* Permission is given to [insert name of organisation being shared with] for Further Processing in terms of the POPI Act only for the purposes stated in section 4.1 of this document
* In signing this agreement [insert name of organisation being shared with] undertakes to comply with the requirements of the POPI Act conditions and sections relevant to this sharing agreement:
  + Condition 2: Processing limitation
  + Condition 3: Purpose specification
  + Condition 4: Further processing limitation
  + Condition 7: Security safeguards

# Timing of Personal Information sharing

The sharing of information under this agreement with take place as follows: [specify frequency of sharing]

# Personal Information quality

The Responsible Party undertakes to ensure that the personal information being shared under this agreement is of adequate quality to meet the requirements of the POPI Act, Condition 5, in terms of allowing the fulfilment of the purpose for which this personal information is being shared.

# Technical provisions for sharing Personal Information

## Approved format for Personal Information sharing

[state the format approved]

* Within a document (Word, Excel, PowerPoint, PDF)
* As a file transfer
* On a stand-alone medium such as CD/DVD/USB
* etc

# Security and Confidentiality of Personal Information

The Responsible Party under this agreement requires that [insert name and address of organisation with which personal information is shared] in signing this agreement undertakes to fulfil the requirements of POPI Act, condition 7, section 19 to 22.

# Sharing cost agreements

Any costs incurred in fulfilment of this agreement will be carried by the respective parties for their own account unless otherwise stipulated.

# Retention protocols for Personal Information being shared

[insert name and address of organisation with which personal information is shared] under this agreement undertakes to retain the personal information being shared in line conformance with the legal purpose for which the personal information is being processed.

# Review of effectiveness of the agreement

The Responsible Party and [insert name and address of organisation with which personal information is shared] will review the effectiveness of this agreement on an annual basis on the anniversary date of the agreement, or more often subject to the agreement of both parties.

# Duration of agreement

This agreement is valid from date of signature until expiry and subject to annual renewal. The agreement may be cancelled at any time subject to:

* Withdrawal of consent by one or more data subjects
* Changing business needs on the part of The Responsible Party

# Sanctions for failure to comply

Evidence of non-compliance with agreement will provide the basis on which this agreement may be terminated by The Responsible Party at a notice period to be determined by The Responsible Party.

# Agreement signed by

Responsible Party: [insert company name]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Surname Position

Name of organisation with which personal information is shared: [insert company name]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Surname Position

Date of effect of agreement: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of next review of the agreement: twelve calendar months from date of effect.