

***JOURNEYS HOME: LONGITUDINAL
STUDY OF FACTORS AFFECTING
HOUSING STABILITY***

DEED OF CONFIDENTIALITY

**The Commonwealth of Australia as represented by
the Department of Social Services (DSS)**

and

**The Department of Employment
("The Commonwealth")**

and

Name of Researcher

.....

Deed of Confidentiality for Application for *Journeys Home* datasets

Instructions

Please complete the following application form if you are applying for access to the *Journeys Home* Datasets.

All information should be written clearly or typed. Please take care to ensure email addresses are correct. All **highlighted fields** in the deed must be completed.

When completed, send this application with the signed Deed of Licence as follows:

Emailed to: longitudinalsurveys@dss.gov.au

Or faxed to: (02) 6206 9545

Or mailed to: Longitudinal Surveys Business Owner
Research and Analysis Branch TOP DE4

Note: if you email or fax these forms you do not need to send the originals. Faxes sent to this number will be delivered to the longitudinal surveys inbox and not to a fax machine. Please do not use staples on paper copies. We prefer double sided printing.

Any queries about your application should be sent to:
longitudinalsurveys@dss.gov.au

Once approved, you will be sent an electronic copy of your application form and signed Deed of Confidentiality which you should retain for your records.

If your contact details later change, please email these changes to:
longitudinalsurveys@dss.gov.au

PLEASE DO NOT PRINT AND/OR SEND THIS PAGE

JOURNEYS HOME DEED OF CONFIDENTIALITY

THIS DEED of Confidentiality is made on ____ / ____ / ____

Parties

The Commonwealth of Australia as represented by the Department of Social Services (DSS) and the Department of Employment.

And the Licensee

Licensee's Personal Details	
Family Name	
First Name	
Title (Prof, Dr, Ms, Mr)	
Position	
Organisation	
Licensee's Contact Details	
Street Address	
Telephone	
Fax	
Email	

FOR USE OF THE FOLLOWING DATASET

Journeys Home General Release

This file contains the survey data and some confidentialised and derived variables.

(or)

Journeys Home Limited Release

This file is the **Unconfidentialised** version of *Journeys Home* data which contains

additional information from the Research and Evaluation Database (RED database) held by the Department of Employment.

Users of the **Unconfidentialised** datasets need to abide by additional security requirements as stated in the Deed of Licence, Clause 9 Security and *Journeys Home* Fact Sheets 1-3. Before DSS and the Department of Employment give approval to use the **Unconfidentialised** datasets, Licensees must demonstrate that they can meet the security requirements and justify the research need for data at this detailed level.

(or)

▣ **Overseas Release**

Overseas researchers may only apply for the survey dataset with an income variable.

The provisions of this Deed of Confidentiality are to be read in conjunction with the provisions of the *Journeys Home* Deed of Licence.

Operative provisions

1 Definitions and interpretation

Definitions

1.1 In the Deed the following definitions apply:

Approved Research means the research project(s) in relation to which DSS and the Department of Employment have approved the use of the Datasets under this Deed.

Business Day means any day on which all banks are open for business generally in Canberra, Australian Capital Territory.

Business Owner means the Branch Manager in DSS who manages *Journeys Home* or a nominated delegate.

Datasets means any or all of the DSS latest General Release, **Unconfidentialised** Limited Release and survey data from *Journeys Home*.

Deed of Licence means the agreement executed between the Licensee and the Commonwealth and includes the Schedules to the Deed of Licence and any documents incorporated by reference.

Department of Employment means the Commonwealth of Australia as represented by the Department of Employment.

DSS means the Commonwealth of Australia as represented by the Commonwealth Government Department of Social Services.

Fact Sheets means the numbered Fact Sheets prepared by DSS and published on the website www.melbourneinstitute.com/journeys_home/ as updated from time to time. The Fact Sheets separately contain various requirements for the administration of the Datasets and describe the licensing process, responsibilities of the Licensees and Supervisors and publication of research. A full list of the Fact Sheets can be found at the above link.

FLoSse means the DSS' Longitudinal Surveys Electronic Research repository into which users must directly deposit bibliographic details of research created using the datasets <http://flosse.dss.gov.au>.

General Release means a release of data from which personal information such as names, addresses (including postcodes) and date of birth have been removed and other information has been modified by various methods such as top coding and the application of classification codes at a more general level.

Intellectual Property means copyright (and all associated rights, including moral rights), and all rights in relation to inventions, registered and unregistered trade marks (including service marks), registered and unregistered designs, and circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Journeys Home means the study *Journeys Home: Longitudinal Study of Factors Affecting Housing Stability*.

Licensee means a person who has been given permission by DSS and the Department of Employment to have access to and use the Datasets and is a signatory to this document.

Permitted Geographic Area means any of the areas falling within the geographical area classifications – State and Territory, **Greater Capital City Statistical Areas**, Statistical Area 4 or Section of State – that are described in the Australian **Statistical Geography** Standard (ASGS), 2011, released and used by the Australian Bureau of Statistics (ABS) for the collection and dissemination of geographically classified statistics (descriptions of these geographical area classifications are available on the ABS website at [http://www.abs.gov.au/websitedbs/d3310114.nsf/home/australian+statistical+geography+standard+\(asgs\)](http://www.abs.gov.au/websitedbs/d3310114.nsf/home/australian+statistical+geography+standard+(asgs)))

Release means a dataset that differs from another dataset from the same survey in that it contains additional information based on new responses from survey respondents. For the purposes of the Deed, a Release does not include a new version of the data in which changes have been made based on the existing information from respondents.

Survey Contract Manager means the Melbourne Institute of Applied Economic and Social Research at the University of Melbourne, Australia.

Unauthorised Person means a person who is not authorised in writing by DSS and the Department of Employment to use the Datasets.

Unconfidentialised data means the Limited Release file which has a protocol that differs from those of the other DSS **Unconfidentialised** data files. The main differences are that the Department of Employment needs to approve the use of the data, as well as DSS, and there may be additional limitations on what details can be published.

Unit Record Data means records about individual respondents from the Datasets, that is, unaggregated data.

Interpretation

1.2 In the Deed, unless the context otherwise requires:

- 1.2.1 a reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- 1.2.2 a reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time;
- 1.2.3 words in the singular include the plural and words in the plural include the singular;
- 1.2.4 all references to clauses are references to clauses of the Deed;
- 1.2.5 where any word or phrase has been given a defined meaning, any part of speech or other grammatical form about that word or phrase has a corresponding meaning;
- 1.2.6 if an example is given of any thing (including a right, obligation or concept), the example does not limit the scope of that thing; and
- 1.2.7 each party provision of the Deed will be interpreted without disadvantage to the party who (or whose representative) drafted that provision, that is, the *contra proferentum* rule does not apply to the Deed.

2 Acknowledgment

2.1 The Licensee acknowledges and agrees that

- i. the Confidential Information is confidential and valuable to the Commonwealth ;
- ii. the Licensee owes an obligation of confidence to the Commonwealth concerning Confidential Information; and
- iii. the Licensee has no right or interest in any of the Confidential Information other than the right to use it on the terms of the Deed.

- 2.2 The Licensee confirms that he or she has read the *Journeys Home* Fact Sheets 1-3. The Licensee will comply with all procedures and requirements specified in those Fact Sheets.
- 2.3 DSS will update the *Journeys Home* Fact Sheets from time to time. The Licensee will check the website regularly and agrees to comply with the provisions set out in the latest version of those Fact Sheets as they appear on the website from time to time.

3 Restriction on Use of the Datasets

- 3.1 The Dataset must only be used for the purposes of undertaking the following research project (**PLEASE PROVIDE SUFFICIENT INFORMATION**):

<p>What are the research aims/ questions or hypotheses for which you will be using the data?</p>
<p>What is your analytical plan or the key variables you will be examining?</p>

What outputs do you intend will result from this research (e.g. journal article, thesis, book chapter, report, conference presentation etc)? *(If you intend to produce more than one article, please include all that you know about at the time of application.)*

If this project is being sponsored or commissioned by an agency other than the organisation listed in this application, please provide the full name of the sponsoring organisation (for administrative purposes only).

Please list who will be on this project with you. If they need access to the data, they must also apply for a Deed of Licence and provide a Deed of Confidentiality before yours can be approved.

Name: Project Role:

Name: Project Role:

Name: Project Role:

Name: Project Role:

Who will own the Intellectual Property of the research material for which the data will be used?

Expected Date of Completion of Research ____ / ____ / ____ (dd/mm/yy)

The Licensee must obtain approval from the Business Owner before using the Dataset for any research topic other than specified in this clause.

- 3.2 The Licensee may modify the Dataset in order to undertake data analysis (e.g. create new derived data items, aggregate and manipulate the data).
- 3.3 The Licensee may copy/reproduce the Dataset for the permitted purpose, but may not copy/reproduce the Dataset for any other reason (e.g. give copies of the Dataset to Unauthorised Persons).

3.4 The Licensee must not:

- (a) use the **Unconfidentialised** Dataset for the purpose of reporting on or showing data in relation to a geographic area other than a Permitted Geographic Area; or
- (b) perform any matching, sharing, merging or linkage of the Datasets with any other dataset without the prior written consent of the Business Owner; or
- (c) attempt to identify any individuals in the Dataset; or
- (d) publish, in any form, any part of the Datasets.

4 Security

4.1 The Licensee must comply at all times with any security requirements notified by DSS and with the following security requirements in relation to the Datasets:

- 4.1.1 only allow the Unit Record Data from the Datasets to be viewed by Licensees as set out in **Journeys Home Fact Sheet 2**;
- 4.1.2 store all complete or partial **General Release** dataset/s, either on a password protected stand alone computer (not networked) or on a password protected drive with a correctly configured server;
- 4.1.3 store all complete or partial **Unconfidentialised** dataset/s, either on a password protected stand alone computer (not networked) or on a password protected drive on a computer network that has an intruder-resistant firewall, of Defence Signals Directorate approved standard;
- 4.1.4 the password should be at least seven characters long, and contain a mix of upper and lower case characters, and numerics or symbols;
- 4.1.5 access to the password protected drive is only by Licensees and the password must only be known to Licensees of the Datasets;
- 4.1.6 where the Licensee does not have access to the **General Release** dataset via a password protected server, Licensees may arrange with the Data Manager to provide them with a copy of the Dataset via CD ROM or DVD that is to be kept and used only on the Organisation's premises. Each CD ROM or DVD will be given a serial number by the Data Manager and will be the responsibility of the Licensee to whom it was given;
- 4.1.7 where the Licensee does not have access to the **Unconfidentialised** dataset via a password protected server, Licensees may arrange with the Data Manager to download the Dataset onto a password protected stand alone computer;

- 4.1.8 there must be an effective means of limiting entry during both operational and non-operational hours to the dedicated lockable room/s in which the **Unconfidentialised** or General Release datasets are used or stored. The room must be locked when a Licensee is not there;
 - 4.1.9 removable hard drives, CD ROMs, DVDs or other formats containing the Datasets must be stored in a locked commercial grade filing cabinet when not in use;
 - 4.1.10 the keys or combinations to lockable containers in which Datasets are kept must be kept secure and not be given to any Unauthorised Person;
 - 4.1.11 a record must be kept of all people who have been issued with keys and/or combinations to containers in which the Datasets are used or stored;
 - 4.1.12 any unit record output from the Datasets must not be left unsecured for more than 15 minutes, and must be stored in a locked commercial grade container and disposed of using a crosscut shredder when no longer required;
 - 4.1.13 when using the Datasets, users must lock their screen when they are away from their workstation and must have a password protected screen saver set to be activated after no more than 10 minutes;
 - 4.1.14 the Business Owner or their nominated representative may with at least three Business Days' notice and during normal business hours make a physical inspection of the premises in which the Datasets are stored or used to ensure the security measures are in place.
- 4.2 The Licensee is responsible for the Datasets until all of the following conditions have been complied with:
- 4.2.1 destruction of all CD/DVDs containing the Datasets by breaking each disc into at least four pieces;
 - 4.2.2 cancellation of access to the password protected drive on a computer network;
 - 4.2.3 destruction of all paper copies of Unit Record Data and providing written confirmation to DSS in accordance with ***Journeys Home Fact Sheet 2, Relinquishing Your Responsibilities for the Dataset***; and
 - 4.2.4 provision of written confirmation to the Business Owner that the requirements of ***Journeys Home Fact Sheet 2, Relinquishing Your Responsibilities for the Dataset*** have been complied with.

5 Undertakings

- 5.1 The Licensee undertakes to comply with the requirements set out in the Deed of Licence and ***Journeys Home Fact Sheets 1-3***.

- 5.2 The Licensee undertakes to inform the Business Owner of any changes relevant to their use of the Dataset and to provide information requested by the Business Owner.
- 5.3 The Licensee must enter into **FLoSse** bibliographic details of any final Research Material produced by the Licensee using the Datasets within 30 days of completion, except if the Research Material is for internal administration of Australian Government agencies or for confidential business purposes for the Australian Government.

6 Acknowledgement and Disclaimer

- 6.1 The Licensee agrees to acknowledge DSS, the Department of Employment and the Survey Contract Manager for the use of the Datasets and assistance provided in using the Datasets in any reports and publications that use the Datasets.
- 6.2 The Licensee agrees that any of the material produced by the Licensee using the Dataset and made publicly available will be in accordance with *Journeys Home* Fact Sheet 2 or approved in writing by the Business Owner.
- 6.3 The Licensee will include a statement in any reports and publications based on the Data that states that the research findings are made by the Licensee and the views expressed by the Licensee should not be attributed to the Commonwealth.

7 Privacy and Protected Information

- 7.1 The Licensee agrees with respect to all Confidential Information made available or provided by the Commonwealth or any other person at any time which comprises Personal Information as defined in the *Australian Privacy Act 1988* (the Act):
 - 7.1.1 to comply as if they were an agency bound by the Act with those provisions of the Act concerning the security, use and disclosure of information;
 - 7.1.2 to co-operate with any reasonable demands or enquiries made by the Privacy Commissioner;
 - 7.1.3 to ensure that any person who has an access level which would enable that person to obtain access to any information in respect of which the Commonwealth has obligations under the Act is made aware of, and undertakes in writing, to observe the provisions referred to in clause 7.1.1 above;
 - 7.1.4 to take all reasonable measures to ensure that such information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse and that only Approved Individuals have access to it;
 - 7.1.5 not to transfer such information outside Australia, or allow parties outside Australia to have access to it, without the prior written approval of the Commonwealth;

- 7.1.6 to immediately notify the Commonwealth when the Licensee becomes aware of a breach of security by any Individual;
- 7.1.7 to notify the Commonwealth of, and co-operate with DSS and the Department of Employment in the resolution of, any complaint alleging an interference with privacy.
- 7.2 The Licensee further agrees to not use Personal Information or engage in an act or practice that would breach section 16F of the Act (direct marketing), a National Privacy Principle ("NPP") (particularly NPPs 7 to 10) or an Approved Privacy Code ("APC"), where that section is applicable to the Licensee, unless:
- 7.2.1 in the case of section 16F of the Act, the use or disclosure is necessary, directly or indirectly, to discharge the Licensee's obligations under this Deed; or
- 7.2.2 in the case of an APP or an APC, where the Research Project or practice is engaged in for the purpose of discharging, directly or indirectly, the Licensee's obligation under this Deed, and the Research Project or the practice which is authorised by this Deed is inconsistent with the NPP or APC.
- 7.3 The Licensee agrees with respect to all Confidential Information made available by the Commonwealth or any other person at any time that comprises Protected Information for the purposes of the social security law or the family assistance law, to:
- (a) use Protected Information held or controlled by it in connection with this Deed only for the purposes of fulfilling its obligations under this Deed;
 - (b) comply with Part 6 – Division 2 of *A New Tax System (Family Assistance) (Administration) Act 1999*; and
 - (c) comply with Part 5 – Division 3 of the *Social Security (Administration) Act 1999*.
- 7.4 The Licensee's obligations in this clause 7 are in addition to, and do not restrict, any obligations it may have under
- 7.4.1 the Act; or
- 7.4.2, any:
- (a) privacy codes; or
 - (b) privacy principles contained in, authorised by or registered under any law,

including any such privacy codes or principles that would apply to the Licensee but for the application of the other provisions of this clause 7.

7.5 This clause 7 will survive the expiration or termination of this Deed.

8. Legal requirements

8.1 Each party acknowledges and agrees to comply with the law of the Commonwealth in force, including but not limited to:

8.1.1 *Social Security Act 1991 and Social Security (Administration) Act 1999;*

8.1.2 *A New Tax System (Family Assistance) Act 1999 and A New Tax System (Family Assistance) (Administration) Act 1999*

8.1.3 *Privacy Act 1988;* and

8.1.4 *Criminal Code Act 1995.*

8.2 The Licensee acknowledges that unauthorised disclosure of information held by the Commonwealth is subject to the sanction of criminal law under sections 70 and 79 of the *Crimes Act 1914* and section 91.1 of the *Criminal Code Act 1995*.

Execution

Date:/...../..... (this is the date of signature by the **last delegate to sign**)

Signed, sealed and delivered for and on behalf of **THE COMMONWEALTH OF AUSTRALIA** as represented by **the Department of Social Services** by

.....
Name of authorised officer (print)

.....
Signature of authorised officer

In the presence of

.....
Name of witness (print)

.....
Signature of witness

Signed, sealed and delivered for and on behalf of **THE COMMONWEALTH OF AUSTRALIA** as represented by **the Department of Employment** by

.....
Name of authorised officer (print)

.....
Signature of authorised officer

In the presence of

.....
Name of witness (print)

.....
Signature of witness

Signed, sealed and delivered by **the Licensee** (Licensee)

.....
Name of Licensee (print)

.....
Signature of Licensee

In the presence of

.....
Name of witness (print)

.....
Signature of witness