

# WGEA Data Request Form

## Introduction

1. This form is to be used to request access to data that is not already publicly available from the Workplace Gender Equality Agency (the Agency), or which is required in a format that is not currently publicly available.
2. By completing and submitting this form, you are agreeing to the terms and conditions of the data provision. The terms and conditions are at Section 2 of this form.
3. Completion and submission of the form does not guarantee a request will be granted.
4. Each request will be reviewed by the Agency to ensure that, at a minimum:
  - granting the request will not breach any privacy or confidentiality restrictions on the data
  - each output aligns with the Agency's core purpose
  - each output will add to awareness, understanding and knowledge on gender equality in Australian workplaces
  - each output methodology is valid
  - each output will be conducted ethically
  - the requested data will be used only for the agreed output
  - the requested data will be used only for the term of the agreement
  - each output will accurately represent the data and the Agency's reporting regime

Please complete all sections of the form. If the request is approved, the contact person will be notified by email and this form and the terms and conditions, will become the agreement governing the provision of data.

# WGEA Data Request Form

## Section 1: Details of this request

This section of the form requests details of the organisation requesting the data, the authorised person(s) and the intended use.

1. Name of organisation requesting:

2. Please provide details of the person who will be the main contact for this request:

→ Name:

→ Position:

→ Phone number:

→ Email address:

3. Please provide the names and contact details of people who will have direct access to the data. If more than five people require access to the data, please provide a complete list with contact details by emailing [research@wgea.gov.au](mailto:research@wgea.gov.au). Please note a request must be made in writing if anyone who is not on this list requires access to these data in the future.

→ Person 1 (Name, position and email address):

→ Person 2 (Name, position and email address):

→ Person 3 (Name, position and email address):

→ Person 4 (Name, position and email address):

→ Person 5 (Name, position and email address):

4. What data do you want to access?

- Spreadsheet of public data – complete
- Spreadsheet of public data – specific section/s
  - Please provide detail:

→  Spreadsheet of non-public data – note limited options available for data containing remuneration information

• Please provide detail:

→  Other

• Please provide detail:

→  None (e.g. other format required)

• Please provide detail:

**5. Years of data requested?**

- 2013-14
- 2014-15
- 2015-16
- 2016-17
- 2017-18
- 2018-19

**6. How do you intend to do use this data?**

→  Academic research project (please select):

- PhD or higher degree
- Grant funded project e.g. ARC
- Student resourcing and teaching material
- Research publications
- Government project

→  Commercial/consultancy project

→  Develop background for media outputs (please select):

- Newspaper
- Television
- Radio
- Internet news sites
- Internet blogs
- Social media

→  General interest

→  Other – please specify:

**7.** Please provide details of the use of the data, including a brief rationale, scope e.g. question/s or hypotheses and the proposed methodologies.

**8.** The Agency’s vision is for women and men to be equally represented, valued and rewarded in the workplace. Describe how the outputs of the analysis or use of the data will align with this vision? How will it add to the existing awareness, understanding and body of knowledge on the topic:

**9.** The Agency has an online [academic research hub](#), which is used by academic researchers to share their work and engage with a wider audience. Would you like for your research to be featured on this hub?

- Yes, I would like to have my work featured on the academic research hub.
- No, I would not like to have my work featured on the academic research hub.

# WGEA Data Request Form

## Section 2: Terms and conditions

This section of the form outlines the terms and conditions of the data request. Please review each point carefully before signing below.

**10. Confidentiality, use and access:** I will: keep the data and related information provided by the Agency confidential. I will not allow any person to use or access the data or related information, except an authorised person for the purpose described in Questions 6. I will not share the data or related information with any person or entity without written permission from the Agency, except an authorised person for the purpose described in Questions 6 and 7.

**11. Data security:** Please indicate your agreement that all data and associated information provided to you by WGEA will be kept securely to ensure that it cannot be accessed by anyone other than the nominated persons. I will keep the data and related information secure.

**12. Acknowledgements & branding:** I will acknowledge the Agency as the source and owner of the data in all outputs relating to the data. I will not use the Agency brand, including the WGEA logo, without prior written approval from the Agency.

**13. Conflict of interest:** If a conflict of interest arises during the term of access to the data, the authorised users will notify the Agency in writing and will take any steps the Agency reasonably requires to resolve or address the conflict to the satisfaction of the Agency. No conflict of interest exists or is likely to arise from using the data in accordance with the terms and conditions set out in this form.

**14. Dispute resolution:** I will negotiate any dispute between me and the Agency in good faith.

**15. Assigning rights:** I will not assign my rights under this agreement without the Agency's prior written approval.

**16. How the data is formatted and how it will be provided:** The data can be provided in an Excel or CSV spreadsheet format. The availability of data files for specific statistical analysis software (e.g., SPSS or SAS) is limited and will be considered on request. The data will usually be provided electronically or as agreed between the parties, in a way that will keep the data confidential and secure.

**17. Service delivery standards:** The Agency will provide a pre-existing dataset (or part thereof) within 5 to 10 working days, once the request is approved, unless you are advised otherwise. If your request requires the creation of a tailored dataset, this may take longer. You will be advised of an estimate of the time to create the tailored data and you will be kept informed as work progresses.

**18. Term of this agreement:** For requests involving non-public data, if the request is approved, the data will be made available for one year from the commencement date. You may apply for an extension in writing at the end of the term. If no extension is requested or granted, the data must be destroyed at the end of the term, including any data files which have been derived from the original data.

**19. Data Security and access:** If the request is approved and the data provided to the authorised persons, those users must ensure the whole or any part of the data in any format (including but not limited to

electronic or hard copy documents or files) is stored securely to prevent access by persons who are not authorised users. This requirement extends to the IT equipment on which the whole or any part of the data is stored - that is, the IT equipment must be password protected and the password must only be known to authorised users. The IT equipment must also be configured with a session and a screen lock.

**20. Limitations of the data:** The data collected annually by the Agency is from all non-public sector employers with 100 or more employees in Australia. The Agency takes care to validate and clean the data but cannot guarantee the data is free of errors or omissions. For detailed information about the data supplied, please refer to the Benchmarks Technical user Manual. For a copy of the data collection survey instrument please refer to the Reporting Questionnaire for the relevant year.

**21. Intellectual property:** The Agency (on behalf of the Commonwealth Government) owns intellectual property in the data. The authorised users own the intellectual property in the outputs from using or analysing the data.

**22. Indemnity:** The requesting organisation indemnifies the Agency from and against any:

- cost or liability incurred by the Agency;
- loss of or damage to property of the Agency; or
- loss or expense incurred by the Agency in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Agency, arising from either
- a breach by an authorised person specified in this form (including any breach of the agreement given by the authorised person); or
- an act or omission involving fault on the part of the authorised person in connection with this request.

**23. Compliance with law, and the applicable law:**

Without limiting the operation of this agreement, each authorised user agrees, in carrying out this agreement, will comply with all laws applicable in the jurisdiction in which they are using the material. This agreement is to be construed in accordance with the laws applicable in New South Wales. Every authorised user submits to the non-exclusive jurisdiction of the courts of New South Wales.

**24. Survival of core terms and conditions beyond termination:**

Unless the contrary intention appears, the provisions relating to the following will continue to operate after expiry or termination of this agreement:

- ownership of intellectual property in the data
- confidentiality
- security of access to the data
- an indemnity
- using the Agency branding including the tick and crest (logo), or
- any other provision which expressly or by implication from its nature is intended to continue.

**25. Definitions and interpretation:**

The definitions and interpretation apply to the whole agreement unless stated otherwise.

- Authorised person: the person or people named in Questions 2 and 3 of this form.
- Commencement date: the date from which the data is supplied to the authorised person or people.
- Contact officer: the person specified as the contact officer in Question 2 of this form.
- Data: the data or dataset requested on this form and provided by the Agency if the request is approved.
- Output: any research, analysis or other thing produced from the data.

- Related information: information provided by the Agency, to the entity or people named at Questions 1, 2 and 3 that is about the data or provides context or background to the data, including information provided by email or in phone conversations.
- Requesting organisation: the entity named at Question 1
- Working days: A weekday other than a public holiday in the place specified or, if no place is specified, in New South Wales, Australia.

**26. Termination of the agreement:**

- If the request is granted, rights to use or access the data may be revoked and this agreement immediately terminated by the Agency where:
  - the requesting organisation or an authorised person breaches a term or condition of the agreement
  - an output is not consistent with the Agency's functions, strategy and policies
  - an output is not consistent with a Commonwealth or State or Territory law or Commonwealth Government policy
  - the data is being used for an output not set out in this agreement
  - an output does not add to awareness, understanding and knowledge on gender equality
  - an output methodology is unsound
  - an output does not accurately represent the data.
- In all other circumstances rights to access the data may be revoked and the agreement terminated by either party providing at least 14 days' written notice to the other party.
- On expiry or termination of this agreement, the authorised person(s) must immediately stop using and accessing the data and delete all copies in their possession or control and comply with any other reasonable requests of the Agency in relation to the data or an output of the data.

**27. Agreement and signature:**

- I agree to the above terms and conditions.
- Signature (name and date):