

SOP 10: Research Participants Right to Privacy and Confidentiality

The South African College of Applied Psychology Research Ethics Committee	
Title	SOP 10: Research Participants Right to Privacy and Confidentiality
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1. COMPILATION AND AUTHORIZATION

Action	Designated person	Date	Signature
Compiled for SACAP by	Dr Malesa Kgashane	6 August 2021	
Amended for SACAP by	REC Office	26 October 2021	K. J. Young
Checked by	Academic Manager	11 November 2021	C.E. Ford
Authorised by	Academic Dean	20 January 2022	J.O. Lotter

2. DOCUMENT HISTORY

Date	Version no	Reason for revision
15 November 2017	1	Development of the document

3. ABBREVIATIONS AND DEFINITIONS

Abbreviation	Definition
SACAP REC	The South African College of Applied Psychology Research Ethics Committee
SOP	Standard Operating Procedure(s)

4. PURPOSE OF THE SOP

The purpose of this SOP is to provide guidelines to ensure optimum compliance in protecting the research participants' and research sites' right to privacy and confidentiality.

5. SCOPE

The scope of this document covers the establishment of the procedures to follow for the protection of the research participants' and research sites' right to privacy and confidentiality. It covers the

responsibilities and procedure(s) to be followed to ensure that the participants' or sites' right of privacy and confidentiality are protected.

6. RESPONSIBILITIES

SACAP REC members, all researchers issued with ethical approval certificates, including postgraduate researchers and supervisors and the SACAP Administrator should be aware of the procedures to follow to ensure the protection of the research participants' right to privacy and confidentiality and the protection of their personal information, including their health care information. This SOP should be read together with *SOP 11: Data management, Collection and Storage* to ensure procedural ethics compliance.

7. PROCEDURE(S)

- 7.1. All research participants have the right to privacy to the extent permitted by law.
- 7.2. Privacy includes autonomy over personal information, anonymity and confidentiality, especially if the research deals with stigmatizing, sensitive or potentially damaging issues or information. This includes the location of research sites.
- 7.3. When deciding on what information should be regarded as private and confidential, the perspective of the participant(s) on the matter should be respected.
- 7.4. When researchers collect data it should ideally be in an anonymous way, if not possible, then the researcher should use pseudonyms to protect the identity and privacy of the participants.
- 7.5. If it is imperative for the researcher when collecting any personal identifiable information, they do so with the participants' written permission. Any personal identifiers should be removed from the data collected and should not be stored together with the personal data collected.
- 7.6. The researcher should take appropriate steps to store the participants' collected personal data in a way that ensures maximum protection of their privacy and confidentiality, e.g. in locked cabinets or password-protected electronic saving device, to prevent unauthorised access to personal information.
- 7.7. Researchers should ensure to protect the participants' right to privacy and confidentiality when sharing data or making it public in any form.
- 7.8. Data sharing and making public the research results should be done in an aggregated manner.
- 7.9. If the researcher needs to quote a participant verbatim, they should not use the participants' real names or any identifiers. They may use pseudonyms or some form of coding, e.g. A participant number.
- 7.10. Participants' consent should be sought where data identifying them are to be shared with individuals or organisations.
- 7.11. In addition to researchers, research assistants, fieldworkers, other individuals such as administrative officers, who may have access to data or identifying information, as well as private organisations that are contracted to handle data should be briefed on the participants' right to privacy and confidentiality.
- 7.12. Ideally, all parties who have privileged access to the participants' personal information should sign a confidentiality agreement to protect the participants' personal information.

- 7.13. In cases where the researcher needs to collect data through focus group discussions, they need to make it clear to the participants that they can only promise confidentiality from their side, as other focus group members may not keep the confidentiality.
- 7.14. The researcher should clearly urge focus group members not to disclose any sensitive information about other focus group participants and consider the use of an in-group confidentiality agreement where group members declare that they will not share any sensitive information outside of the group.
- 7.15. In cases where the researcher deems it justified to withhold some vital information from the participants, e.g. when collecting data through observation and it is likely to affect the participants' behaviour, the participants' right to privacy, anonymity and confidentiality gains additional importance as the participants may not be aware of the real purpose for which information about them is being collected.
- 7.16. All personal information obtained directly or indirectly on or about the participants, e.g. names obtained by researchers from hospital and school records, as well as information obtained in the course of research which may reveal the identity of participants, and should remain confidential and anonymous. This guarantee should also be given when researchers ask consent to use data which is not already available within the public domain.

8. REFERENCE DOCUMENTS

- Department of Health. (2015). *Ethics in health research: Principles, processes and structures*.
- Protection of Personal Information Act No 4 of 2013 (RSA).

ANNEXURE A

FOCUS GROUP DISCUSSION CONFIDENTIALITY NON-DISCLOSURE AGREEMENT

Thank you for agreeing to participate in a focus group discussion. Confidentiality within a group setting is based on mutual trust and respect. Each participant in the group has the right to confidentiality and privacy. Confidentiality within the group setting is a shared responsibility of all participants and facilitators participating in the Focus Group.

I, _____ hereby agree to maintain the confidentiality of information disclosed during the focus group or as follows:

- a) To hold in confidence all information about the organisation (insert name of the organisation if applicable) which is disclosed, or made available to you directly or indirectly, or is information you otherwise receive incident to your participation in this discussion;
- b) That any ideas, patentable or not patentable, or suggestions contributed by you during the discussion, as well as any ideas, developments, or inventions conceived by you or others participating in the focus group discussion, shall be the property of the researcher(s) and/or co-researchers conducting this research study in any manner it sees fit.
- c) The products shown to you, described to you, and/or used by you are not available for sale and no offer for sale is being made to you.
- d) That you, shall at all times hold in trust, keep confidential and not disclose to any third party or make any use of the confidential information beyond those activities that are part of the focus group discussion.
- e) All notes, reference materials, memoranda, documentation and records in any way incorporating or reflecting any of the confidential information shall belong exclusively to the researcher(s) and/or co-researchers and the undersigned agrees to turn over all copies of such materials in the undersigned's possession to the researcher(s) and/or co-researchers upon request.
- f) Also included as confidential is any participant's Personally Identifiable Information ("PII"). PII shall mean a person's identity or information that might reasonably allow identification of the person. I shall at all times hold in trust, keep confidential and not disclose to any third party or make any use of the identity or PII of any Respondent involved in the Focus Group.
- g) That you acknowledge that all information and opinions you provide are solely your own and are in no way reflective of your employer(s).

h) That you, hereby give permission to the researcher(s) and/or co-researchers conducting this research study for an audio recording to be made of the focus group discussion.

i) That you understand a transcription of this tape may be used by the researcher(s) and/or co-researchers conducting this study for research purposes only. By signing my name below, I indicate that

- I have read and understand the Focus Group Non-Disclosure agreement;
- I have had a chance to ask questions and have received satisfactory answers to all of my questions;
- I understand that I may withdraw from the study at any time and my data may be withdrawn before publication;
- I understand I will be provided with a copy of this form for my records;
- I agree to participate in the study;
- I agree to keep everything that other people say during the Focus Group private and;
- I will be entering a Non-Disclosure agreement with the Name of the Researcher(s).

Signature of the Researcher: _____

Respondent/Co-researchers' Signature: _____

Date: _____

ANNEXURE B

CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT BETWEEN TRANSCRIBER AND RESEARCHER

To Whom It May Concern

I, <insert name and surname of transcriber> confirm that I have engaged in transcribing interview/focus group voice recordings for the following research thesis/mini-dissertation <insert full title>. for <insert name and surname of researcher>. <insert name and surname of researcher>.

In providing the transcription of the interview/focus group (choose) voice recordings, I agree to do so for the purpose of the task intended.

I agree to keep the contents thereof confidential and not disclose, divulge, directly or indirectly to any third party for any reason whatsoever.

Upon completion of the transcription of the interview/focus group (choose) voice recordings, I agree to provide <insert name and surname of researcher> with original or copied documents and other materials furnished by <insert name and surname of researcher>. I also agree to delete all records of voice recordings initially sent for transcription purposes.

This constitutes the entire agreement between <insert name and surname of transcriber>and <insert name and surname of researcher> pertaining to the transcribing of interview/focus group voice recordings for the following research thesis/mini-dissertation <insert full title>. for <insert name and surname of researcher>. <insert name and surname of researcher>., and may not be amended or altered in any way unless done in writing and countersigned by all parties hereto.

Yours sincerely,

<Signature of transcriber>

Date

<insert name and surname of language editor>

<insert qualifications>

<insert contact details>

ANNEXURE C

LETTER FROM LANGUAGE EDITOR

To Whom It May Concern

I, <insert name and surname> confirm that I completed a language edit of the following research thesis/mini-dissertation for <insert name and surname of student>.

To my knowledge, this is the original work of <insert name and surname of student>, apart from my own editorial suggestions.

I cannot be held accountable for any changes made after this declaration, nor any suggestions not implemented.

Please do not hesitate to contact me if there are any queries.

Yours sincerely,

<Signature of language editor>

Date

<insert name and surname of language editor>

<insert qualifications>

<insert contact details>