

# SAMEA Communications Policy V1.5

## Contents

SAMEA Communications Policy V1.5.....	1
Document Control.....	2
Abbreviations and Acronyms.....	3
Introduction .....	4
Purpose of the Communication Policy.....	4
Principles.....	4
Types of Communication & Platforms .....	5
Governance .....	6
Communication Guidelines.....	6
Procedure to follow in the event of a transgression of the policy .....	7
Disclaimer.....	8
Addendums .....	9
Documentation supporting the Communication Policy .....	9
SAMEA Website Terms of Service.....	10
Privacy Policy .....	16
Visitors to the Website or users of other online Services.....	16
Gathering of Personally-Identifying Information.....	16
Aggregated Statistics.....	17
Protection of Certain Personally-Identifying Information .....	17
Cookies .....	17
Business Transfers.....	18
Ads.....	18
Privacy Policy Changes .....	18
Undertaking by presenters .....	19

## Document Control

<b>Document Title:</b>	SAMEA Communication Policy
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<b>Comments:</b>	SAMEA Board
<b>File Name</b>	SAMEA Communications Policy V1.1

## Version Control

Ver.	Section	Date	Reviewer	Comments
1		5/11/2013	ML	Changed part of the Communication Channels and added in the draft Complaints section
1.1	Guideline section	7/11/2013	BW	Reordered the guideline section, added relevant content.
1.1	Transgression section	7/11/2013	BW	Suggested that the sanctions section also applies to non-members
1.1	Introduction	7/11/2013	BW	Added text on the brief
1.1	Disclaimer			Added a disclaimer to the end of the policy
1.2	Values & Principles	8/11/2013	ML	Added Values and Principles, actioned additional changes proposed by BW.
1.3	Revisions and re-organisation	23/1/2014	ML	Revised Principles, rearranged document and improved the flow and consistency of the document.
1.4	Minor revisions	24/2/2014	ML	Minor alteration to the procedure in the event of transgression, and corrected minor spelling and formatting errors.
1.5	Minor revisions	11/4/2014	ML	Revised Principles to take into account confidential information, qualified Disciplinary Procedures to 1 month from reporting.
1.5	All	13/5/2014	SAMEA Board	Adopted at a SAMEA Board meeting.

## Approval

Terence Beney

SAMEA Chair

Signature

Date

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SAMEA Board Members

Signature

Date

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## Abbreviations and Acronyms

AGM

Annual General Meeting

SAMEA

South African Monitoring & Evaluation Association

SAMEATalk Listserv

A moderated email distribution list open to non-SAMEA members, hosted by Yahoo

## Introduction

This communication policy was developed by a Task Team of SAMEA members, in response to a decision made at the September 2013 AGM held in Sandton. The brief of the team was

*“To provide a principled guide for appropriate communications conduct across all SAMEA related platforms, mediums and messaging.”*

## Purpose of the Communication Policy

The SAMEA Board is required to provide guidelines and policies for appropriate use of its communications channels.

The purpose of the communication policy is:

- To outline the Principles that guide all SAMEA communications and messaging;
- To broadly describe the different types of SAMEA communications , the target audience of each and the kinds of messaging that are included; and
- To provide guidance on the terms of use / service for the respective SAMEA communication channels.

## Principles

In line with the SAMEA Code of Professional Values and Conduct, when interacting or communicating with clients, colleagues and stakeholders observe the following principles:

- **Respect:**  
by treating fellow SAMEA members, SAMEA Secretariat staff, all users and participants of SAMEA platforms with the appropriate level of respect; acknowledging the views of others whether in person, in writing, or in electronic communications.
- **Integrity:**  
by maintaining personal honesty; not disclosing confidential information; accurately reflecting personal information and acknowledging sources of information and communicating in a sincere manner.
- **Receptivity:**  
by listening to the views and positions of others; by demonstrating an open attitude to cultural diversity; and being receptive to new ideas, opinions, initiatives and approaches.
- **Right of reply:**  
by affording all users and participants of SAMEA platforms the opportunity to respond to any communications or queries that may affect, interest or involve them .

## Types of Communication & Platforms

The aforementioned principles should be applied to all SAMEA related communications which can be differentiated into three types:

1. Communications to and between SAMEA members, non-members and the public via SAMEA forums and platforms
2. Direct communications to and between SAMEA members from the SAMEA Secretariat and Board
3. Communications internal to the SAMEA Secretariat and Board

1.1 The purpose of communications to and between SAMEA members, non-members and the public via SAMEA forums and platforms is to share information relevant to practices, opportunities and developments in the field of Monitoring & Evaluation.

The following are understood as communications modes to and between SAMEA Members, non-members and the public via SAMEA forums:

- SAMEATalk Listserv<sup>1</sup>
- SAMEA Website postings and blogs<sup>2</sup>
- Social and professional networking sites online and blogs (Linked-In, Twitter, Wordpress, etc)
- Presentations in SAMEA related forums (Conferences, Workshops and the AGM)
- Email communications
- Physical correspondence and pamphlets
- Telephonic and verbal communications

1.2 The purpose of direct communications to and between SAMEA members from the SAMEA Secretariat and Board is to provide privileged information related to planned, on-going or historical events and opportunities, membership administration and involvement, as well as developments in the field of Monitoring & Evaluation.

The following are understood as direct communications to and between SAMEA members from the SAMEA Secretariat and Board

- Group emails and emails to SAMEA member distribution lists
- Bulk and individual text messages
- Individual email communications
- Physical correspondence and pamphlets
- Telephonic and verbal communications
- Presentations at closed SAMEA events

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<sup>1</sup>The SAMEATalk Listserv has an assigned moderator with responsibility for ensuring all communications are in line with this policy and adhere to the SAMEATalk Listserv Rules and Regulations.

<sup>2</sup> The SAMEA Website is administered by the SAMEA Secretariat and Board Members responsible for ensuring all communications made public, including those posted by members to the public, follow this policy. All other communication channels fall under the collective responsibility of the SAMEA Board and Secretariat for ensuring observation of the principles and procedures identified in this policy document.

1.3 The purpose of communications internal to the SAMEA Secretariat and Board is to provide private channels for discussion of strategic, operational and administrative matters pertaining to the historical, current and future functioning of the association.

The following are understood as communications internal to the SAMEA Secretariat and Board

- Group and individual email communications (incl. Meeting Minutes and Notes)
- Text messages
- Physical correspondence
- Telephonic and verbal communications
- Internal presentations

## Governance

The implementation of the policy is the responsibility of the SAMEA Board and it is responsible for ensuring the principles and guidelines included herein are upheld. All SAMEA members agree to observe the policies of the association as part of membership registration process and may access all related policy documentation via the SAMEA website.

## Communication Guidelines

Many professional conversations and shared insights are exchanged every day through the SAMEA communication channels. In line with the aforementioned principles and types of communications, and to ensure these discussions help our users and members be more productive and successful, SAMEA has provided a guiding approach to all communications, and what may be deemed inappropriate and stopped by SAMEA. The following is intended to provide our users and members practical guidance when communicating.

- *Be Real.* Unlike some other associations, our members need to be real people, who provide their real names and accurate information about themselves. When communicating via the SAMEA channels, please provide your first and last name, as well as you title and organizational affiliation. It is not okay to provide misleading information about yourself, your qualifications or your work experience, affiliations or achievements on our communication channels.
- *Be Professional.* We ask our members to behave professionally by not being dishonest or inappropriate. We acknowledge the value of discussions around professional activities, but we do not want you to use the SAMEA communication channels to shock or intimidate others. It is not okay to share graphic images to shock others, and it is not okay to share obscene images or pornography on SAMEA's services. When you disagree with some communication shared on the SAMEA communication channels, try to resolve the matter directly with the individual, and if that is not possible, try to remain constructive. Remember we're here to learn share, and grow through SAMEA.
- *Be Nice.* SAMEA communication channels shouldn't be used to harm others. It is not okay to use SAMEA's services to harass, abuse, or send other unwelcomed communications to people (e.g., junk mail, spam, chain letters, phishing schemes). Do not use SAMEA's services to threaten violence or property damage, or for hate speech acts like attacking people because of their race, ethnicity, national origin, gender, sexual orientation, political or religious affiliations, or medical or physical condition. Do not send communication that can

be considered as libellous, defamatory or false. Also, please don't use SAMEA's services to intentionally infect others with viruses, worms, or other software that can destroy or interrupt their data or computer devices. It is not okay to interfere or disrupt SAMEA's service.

- *Respect Other's Rights and Follow the Law.* We do not want SAMEA communication channels to be used for illegal activities or to violate the rights of others. Don't use SAMEA's services to commit fraud. Before sharing or using someone else's copyrighted works, trademarks, private information, or trade secrets, please make sure you have the legal right to do so. Messages should not be posted if they encourage or facilitate members to arrive at any agreement that either expressly or impliedly leads to price fixing, a boycott of another's business, or other conduct intended to illegally restrict free trade. Messages that encourage or facilitate an agreement about the following subjects are inappropriate: prices, discounts, or terms or conditions of sale; salaries; profits, profit margins, or cost data; market shares, sales territories, or markets; allocation of customers or territories; or selection, rejection, or termination of customers or suppliers.
- *Respect SAMEA's Rights.* Please don't violate the rights of SAMEA. You can find more information about what this means in our Terms of Service, but put simply, please don't use SAMEA's services to wrongfully take data or information. It is not okay to suggest that you are affiliated with or endorsed by SAMEA when you are not, and it is not okay to violate SAMEA's intellectual property rights.
- *Make your communication clear and concise.* When responding to the communication on any of the SAMEA communication channels, keep your message brief. Include relevant contextual information, but do not include unnecessary details. Stick to topics related to Monitoring and Evaluation, and be careful when using humour in your message. Consider whether an individual private response to the sender of a message will not be more appropriate than sending it to the whole community.

## **Procedure to follow in the event of a transgression of the policy**

In the event of an alleged transgression of the SAMEA Communications Policy, the following procedure will apply:

- Any alleged transgression must be submitted in writing (electronically or physically) to the SAMEA Secretariat within 1 month of discovery of the incident;
- All complaints laid must identify the alleged transgressor, all details of the violation alleged (Date, time, subject, medium, etc) and provide any supporting evidence in relation to the Communications Policy to substantiate the allegation; and
- The complainant must be identifiable and contactable.

Complaints or allegations of transgression can be laid against SAMEA members in good-standing and non-members making use of the SAMEA platforms (e.g. SAMEAlistserv). Complainants need not be SAMEA members in order to make a formal complaint to SAMEA.

Upon receipt of complaint, the SAMEA Secretariat will give notice to the SAMEA Board and a body established in terms of the SAMEA Articles of Association, or a group of delegates sanctioned by the SAMEA Board of Directors. This body or group will:

- Contact the alleged transgressor and any affected parties identified in the complaint or alleged transgression reported to SAMEA to determine the validity of the claims; and
- Seek to resolve the matter through mediation and informal means of resolution.

If the matter cannot be resolved informally or by mediation to the satisfaction of the complainant(s), the aforementioned body or group shall convene to decide whether the alleged transgressor has violated the SAMEA Communications Policy based on the balance of evidence available. Prior to rendering judgement the group must:

- Notify the alleged transgressor of the complaint, the procedure that will be followed, the possible sanctions and provide a right of reply to the alleged transgressor; and
- Inform the complainant of the process and possible sanctions before rendering judgement.

Once all parties have been informed, the designated group or body shall convene and render a judgement. The group or body may decide on sanctions as appropriate, in line with the mandate afforded the group or body in terms of the SAMEA Articles of Association and any subsequent policies passed by the SAMEA Board of Directors. The judgement and sanction will be considered final. The judgement will then be communicated to the complainant and alleged transgressor as well as the SAMEA Board and enforced with immediate effect from the time of judgement. There is no provision for an appeals process.

## **Disclaimer**

Whilst SAMEA encourages members and users of its communication channels to uphold the principles and guidelines set out in this communication policy, SAMEA cannot assume responsibility for the opinions and information posted by individual members. In no event shall SAMEA be held liable for any special indirect, or consequential damages or damages whatsoever resulting from loss of use, data or profits, arising out of or in connection with the use or performance of any information shared through its communication channels.

SAMEA does not actively monitor all of its communication channels for inappropriate content. However, in the event that any inappropriate posting is brought to SAMEAs attention, SAMEA will take all appropriate action.



## Addendums

### Documentation supporting the Communication Policy

Documentation supporting the Communication Policy

The following specific documents have been developed to guide the use of the SAMEA communication channels and should be read together with the abovementioned guidelines.

Document	Applicable to	
SAMEA Terms of Service SAMEA Privacy Policy	Samea.org.za Website, Samea conference website, Listserv, email communication	
Yahoo terms of use <a href="http://info.yahoo.com/legal/us/yahoo/utos/terms/">http://info.yahoo.com/legal/us/yahoo/utos/terms/</a> Yahoo Privacy Policy <a href="http://info.yahoo.com/privacy/us/yahoo/">http://info.yahoo.com/privacy/us/yahoo/</a>	Listserv	
LinkedIn Community Guidelines <a href="http://help.linkedin.com/app/answers/detail/a_id/34593">http://help.linkedin.com/app/answers/detail/a_id/34593</a> Copyright Policy <a href="http://www.linkedin.com/legal/copyright-policy?trk=hb_ft_copy">http://www.linkedin.com/legal/copyright-policy?trk=hb_ft_copy</a> Cookie Policy <a href="http://www.linkedin.com/legal/cookie-policy?trk=hb_ft_cookie">http://www.linkedin.com/legal/cookie-policy?trk=hb_ft_cookie</a> Privacy Policy <a href="http://www.linkedin.com/legal/privacy-policy?trk=hb_ft_priv">http://www.linkedin.com/legal/privacy-policy?trk=hb_ft_priv</a> User Agreement <a href="http://www.linkedin.com/legal/user-agreement?trk=hb_ft_userag">http://www.linkedin.com/legal/user-agreement?trk=hb_ft_userag</a>	SAMEA Linked-In group	

# SAMEA Website Terms of Service

## 1. <sup>3</sup> ACCEPTANCE OF TERMS

South African Monitoring and Evaluation Association (SAMEA) provides its service, subject to the following Terms of Service ("TOS"), which may be updated by the SAMEA or its representatives from time to time. The most current version of the TOS can be reviewed at any time through the use of our website ([www.samea.org.za](http://www.samea.org.za)). The Terms of Service govern both the SAMEA Member organizations, Affiliate Organizations and the Vendors/Clients it has granted access to the SAMEA website (collectively referred to hereafter as Client).

## 2. SAMEA REPRESENTATIVES

SAMEA has contracted with dits.sa to act as a representative of SAMEA with respect to the SAMEA website. From time to time, SAMEA also contracts with service providers to facilitate biennial conferences and events, to which this also applies, as well as the SAMEAtalk listserv.

## 3. DESCRIPTION OF SERVICE

The SAMEA website currently provides Clients and other users with access to a rich collection of resources, including, various communications tools, forums, file areas, and personalized content through its online interface (the "Service"). Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to the TOS.

Client is responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). Client is responsible for those fees. In addition, Client must provide and is responsible for all equipment necessary to access the Service.

## 4. REGISTRATION OBLIGATIONS

In consideration of use of the Service, Client agrees to the best of their abilities to: (a) provide current and complete information about themselves, their organization and its users (such information being the "Registration Data") and (b) maintain and update the Registration Data to keep it current and complete. In addition, Client understands that in order to keep them informed of SAMEA business items and events, that SAMEA will on a periodic basis send email based communications to the Client notifying them of such items and events. Client agrees that receiving these emails is a part of their use of the Service, and if they wish to not receive these emails they must terminate their account.

## 5. MEMBER ACCOUNT, PASSWORD AND SECURITY

Client's users will receive a username and password as part of the Service's registration process. Client is responsible for maintaining the confidentiality of the password and account, and is fully responsible for all activities that occur under such

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<sup>3</sup> This is adapted from the AEA terms of service – we should get permission if we want to use it. It looks very similar to the Yahoo terms of Service found here <http://info.yahoo.com/legal/us/yahoo/utos/terms/>

password or account. Client agrees to (a) immediately notify the SAMEA or its representatives of any unauthorized use of Client's password or account or any other breach of security, and (b) ensure that Client exits from its account at the end of each session. SAMEA and its representatives will not be liable for any loss or damage arising from Client's failure to comply with this Section 5.

## 6. MEMBER'S DIRECTORY

SAMEA provides a member's directory as a public service and does not endorse any individual consultant or firm. All members are required to opt-in in order to post this information publicly. It is the member's responsibility to keep information updated – no liability for loss of income if members' directory is offline.

## 7. MEMBER CONDUCT

Client understands that all information, data, text, software, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that the Client, and not SAMEA or its representatives, is entirely responsible for all Content that it uploads, posts, emails, transmits or otherwise makes available via the Service. SAMEA and its representatives do not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.

Client agrees to not use the Service to:

- \*\* upload, post, email, transmit or otherwise make available any Content that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially or ethnically objectionable;

- \*\* harm minors in any way;

- \*\* impersonate any person or entity, including, or falsely state or otherwise misrepresent its affiliation with a person or entity;

- \*\* forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;

- \*\* upload, post, email, transmit or otherwise make available any Content that Client does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

- \*\* upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;

- \*\* upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," or "pyramid schemes,";

- \*\* upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- \*\* disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other

users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;

\*\* interfere with or disrupt the Service or servers or networks connected to the Service;

\*\* intentionally violate any applicable local, state, national or international law, including, but not limited to, any rules of any national or other securities exchange, , and any regulations having the force of law;

\*\* "stalk" or otherwise harass another; or

\*\* collect or store personal data about other users.

\*\* make libellous claims about individuals, groups, organisations or bodies.

Client acknowledges that the SAMEA and its representatives do not pre-screen Content, but that the SAMEA and its representatives shall have the right (but not the obligation) in their sole discretion to reclassify within the Service any Content that is available via the Service. Without limiting the foregoing, SAMEA and its representatives shall have the right to remove any Content that violates the TOS.

Client understands that the technical processing and transmission of the Service, including its Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

#### 8. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, Client agrees to comply with all applicable laws of the Republic of South Africa regarding online conduct and acceptable Content. Specifically, Client agrees to comply with all applicable laws regarding the transmission of technical data exported from South Africa or the country in which Client resides.

#### 9. INDEMNITY

Client agrees to indemnify and hold SAMEA and its representatives, their subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of Content Client submits, posts, transmits or makes available through the Service, or breach of the TOS.

#### 10. NO RESALE OF SERVICE

Client agrees not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

#### 11. DEALINGS WITH ADVERTISERS

Client's correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between Client and such advertiser. Client agrees that SAMEA and its representatives shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

## 12. LINKS

The SAMEA website may provide, or third parties may provide, links to other World Wide Web sites or resources. Because SAMEA and its representatives have no control over such sites and resources, Client acknowledges and agrees that SAMEA and its representatives are not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. Client further acknowledges and agrees that SAMEA and its representatives shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any third party sites or resources, or any goods or services available on or through any such site or resource.

## 13. SAMEA's PROPRIETARY RIGHTS

Client acknowledges and agrees that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Client further acknowledges and agrees that Content contained in sponsor advertisements or information presented to Client through the Service or advertisers may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by the SAMEA and its representatives, or advertisers, Client agrees not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

SAMEA grants Client a personal, non-transferable and non-exclusive right and license to use the object code of its Software on their computer; provided that Client does not (and does not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. Client agrees not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. Client agrees not to access the Service by any means other than through the interface that is provided by the SAMEA and its representatives for use in accessing the Service.

## 14. DISCLAIMER OF WARRANTIES

CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT:

**\*\*CLIENT'S USE OF THE SERVICE IS AT ITS SOLE RISK TO THE EXTENT PERMITTED BY LAW. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE SAMEA AND ITS REPRESENTATIVES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

**\*\* SAMEA AND ITS REPRESENTATIVES MAKE NO WARRANTY THAT (i) THE SERVICE AND INFORMATION RECEIVED THROUGH THE SERVICE WILL MEET CLIENT'S**

REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR VIRUS-FREE, (iii) ANY INFORMATION THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

**\*\*ANY MATERIAL DOWNLOADED, VIEWED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CLIENT'S OWN DISCRETION AND RISK AND THAT CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CLIENT'S COMPUTER SYSTEMS AND NETWORKS, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD, VIEWING OR USE OF ANY SUCH MATERIAL.**

**15. EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTION 13 MAY NOT APPLY TO CLIENT.

**16. SPECIAL ADMONITION FOR SERVICES RELATING TO FINANCIAL MATTERS**

If Client receives or requests any news, messages, alerts or other information from the Service concerning companies, stock quotes, investments or securities, such information is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. SAMEA and its representatives, and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and shall not be responsible or liable for any trading or investment decisions made based on such information.

**17. NOTICE**

Notices to Client may be made via email. The Service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the Service. Any Notice that Client is required or may desire to give to SAMEA and its representatives under or in conjunction with the TOS or any agreement between the parties shall be made via email to [info@eval.org](mailto:info@eval.org) and shall be deemed to have been duly delivered based on the date that the electronic mail is received by the SAMEA mail servers.

**18. TRADEMARKS AND LOGOS.**

All trademarks, service marks, trade names or other words or symbols ("Marks") identifying SAMEA and its representatives will remain such Party's exclusive property. Client agrees to not take any action that jeopardizes the other Party's proprietary rights or acquire any rights in the Marks. Except as specifically stated otherwise in an addendum or amendment hereto, no license to use any SAMEA logo, or the logos of their representatives is granted in this section.

**19. COPYRIGHTS and COPYRIGHT AGENTS**

SAMEA and its representatives respect the intellectual property of others, and requires Clients to do the same. If Client believes that its work has been copied in a way that constitutes copyright infringement, or its intellectual property rights have

been otherwise violated, please provide [info@samea.org.za](mailto:info@samea.org.za) the following information:

- \*\* an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- \*\* a description of the copyrighted work or other intellectual property that Client claims has been infringed;
- \*\* a description of where the material that Client claims is infringing is located on the site;
- \*\* Client's address, telephone number, and email address;
- \*\* a statement by Client that Client has a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- \*\* a statement by Client, that the above information in Client's notice is accurate and that Client is the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Upon receipt of such information, the SAMEA and its representatives, at its sole discretion, may perform an investigation and may take appropriate action if it desires.

## 20. GENERAL INFORMATION

The TOS and any Subscription Agreement between Client and SAMEA and its representatives constitute the entire agreement between client and the SAMEA and its representatives and govern your use of the Service, superseding any prior agreements between you and the SAMEA and its representatives. The failure of the SAMEA or its representatives to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

# Privacy Policy<sup>4</sup>

Your privacy is critically important to us. At SAMEA we have a few fundamental principles:

- We don't ask you for personal information unless we truly need it. (We can't stand services that ask you for things like your gender or income level for no apparent reason.)
- We don't share your personal information with anyone except to comply with the law, develop our products, or protect our rights.
- We don't store personal information on our servers unless required for the on-going operation of one of our services.
- In our online products, we aim to make it as simple as possible for you to control what's visible to the public, seen by search engines, kept private, and permanently deleted.

Below is our privacy policy which incorporates these goals: (If you have questions about deleting or correcting your personal data please contact the SAMEA administrator at [info@same.org.za](mailto:info@same.org.za).)

The South African Monitoring and Evaluation Association. (“**SAMEA**”) operates the website [www.samea.org.za](http://www.samea.org.za) and a website associated with the organization of the conference. It is SAMEA's policy to respect your privacy regarding any information we may collect while operating our websites and other online services.

## Visitors to the Website or users of other online Services

Like most website operators, SAMEA collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as the browser type, language preference, referring site, and the date and time of each visitor request. SAMEA's purpose in collecting non-personally identifying information is to better understand how SAMEA's visitors use its website and other online services. From time to time, SAMEA may release non-personally-identifying information in the aggregate, e.g., by publishing a report on trends in the usage of its website or online services.

SAMEA also collects potentially personally-identifying information like Internet Protocol (IP) addresses for logged in users and for users leaving comments on the website or other online services. SAMEA only discloses logged in user and commenter IP addresses under the same circumstances that it uses and discloses personally-identifying information as described below, except that web commenter IP addresses and email addresses are visible and disclosed to the administrators of the website where the comment was left.

## Gathering of Personally-Identifying Information

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<sup>4</sup> This Privacy Policy was adapted from the Privacy Policy made available by Wordpress.com under a creative commons sharealike license. Original Privacy Policy were extracted on 27 October 2013 from <http://en.wordpress.com/tos/>



Certain visitors to SAMEA's website or online services choose to interact with SAMEA in ways that require SAMEA to gather personally-identifying information. The amount and type of information that SAMEA gathers depends on the nature of the interaction. For example, we ask visitors who sign up for a user profile or directory listing at [samea.org.za](http://samea.org.za) to provide a username and email address. In each case, SAMEA collects such information only insofar as is necessary or appropriate to fulfil the purpose of the visitor's interaction with SAMEA. SAMEA does not disclose personally-identifying information other than as described below. And visitors can always refuse to supply personally-identifying information, with the caveat that it may prevent them from engaging in certain website-related activities.

## **Aggregated Statistics**

SAMEA may collect statistics about the behavior of visitors to its websites. For instance, SAMEA may monitor the most popular pages on the samea.org.za site or use spam screened by its spam service to help identify spam. SAMEA may display this information publicly or provide it to others. However, SAMEA does not disclose personally-identifying information other than as described below.

## **Protection of Certain Personally-Identifying Information**

SAMEA discloses potentially personally-identifying and personally-identifying information only to those of its employees, contractors and affiliated organizations that (i) need to know that information in order to process it on SAMEA's behalf or to provide services available at SAMEA websites and other online services, and (ii) that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of your home country; by using SAMEA's websites, you consent to the transfer of such information to them. SAMEA will not rent or sell potentially personally-identifying and personally-identifying information to anyone. Other than to its employees, contractors and affiliated organizations, as described above, SAMEA discloses potentially personally-identifying and personally-identifying information only in response to a subpoena, court order or other governmental request, or when SAMEA believes in good faith that disclosure is reasonably necessary to protect the property or rights of SAMEA, third parties or the public at large. If you are a registered user of an SAMEA website and have supplied your email address, SAMEA may occasionally send you an email to tell you about new features, solicit your feedback, or just keep you up to date with what's going on with SAMEA and our products. We primarily use our various product blogs to communicate this type of information, so we expect to keep this type of email to a minimum. If you send us a request (for example via a support email or via one of our feedback mechanisms), we reserve the right to publish it in order to help us clarify or respond to your request or to help us support other users. SAMEA takes all measures reasonably necessary to protect against the unauthorized access, use, alteration or destruction of potentially personally-identifying and personally-identifying information.

## **Cookies**

A cookie is a string of information that a website stores on a visitor's computer, and that the visitor's browser provides to the website each time the visitor returns. SAMEA uses cookies

to help SAMEA identify and track visitors, their usage of SAMEA website, and their website access preferences. SAMEA visitors who do not wish to have cookies placed on their computers should set their browsers to refuse cookies before using SAMEA's websites, with the drawback that certain features of SAMEA's websites may not function properly without the aid of cookies.

## **Business Transfers**

If SAMEA, or substantially all of its assets, were acquired, or in the unlikely event that SAMEA goes out of business or enters bankruptcy, user information would be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer of SAMEA may continue to use your personal information as set forth in this policy.

## **Ads**

Ads appearing on any of our websites may be delivered to users by advertising partners, who may set cookies. These cookies allow the ad server to recognize your computer each time they send you an online advertisement to compile information about you or others who use your computer. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you. This Privacy Policy covers the use of cookies by SAMEA and does not cover the use of cookies by any advertisers.

## **Privacy Policy Changes**

Although most changes are likely to be minor, SAMEA may change its Privacy Policy from time to time, and in SAMEA's sole discretion. SAMEA encourages visitors to frequently check this page for any changes to its Privacy Policy. If you have a SAMEA.org.za account, you should also check your profile dashboard for alerts to these changes. Your continued use of this site after any change in this Privacy Policy will constitute your acceptance of such change.

## **Change log:**

## Undertaking by presenters

By submitting my proposal for a SAMEA presentation / workshop / seminar / paper I certify that I agree to the communication guidelines as set out in the SAMEA communication policy (Copied below)

By submitting my proposal for a paper / presentation at a SAMEA conference or seminary, I certify that I have not presented the content at another conference.

Many professional conversations and shared insights are being exchanged every day through the SAMEA communication channels. To ensure these discussions help our users and members be more productive and successful, SAMEA has put in place Communication Guidelines outlining the types of discussions and content that are acceptable, and what may be deemed inappropriate and stopped by SAMEA. These communication guidelines are intended to provide our users and members guidance.

- *Be Real.* Unlike some other services, our members need to be real people, who provide their real names and accurate information about themselves. When communicating via the SAMEA channels, please provide your first and last name, as well as your title and organizational affiliation. It is not okay to provide misleading information about yourself, your qualifications or your work experience, affiliations or achievements on our communication channels.
- *Be Professional.* We ask our members to behave professionally by not being dishonest or inappropriate. We acknowledge the value of discussions around professional activities, but we do not want you to use the SAMEA communication channels to shock or intimidate others. It is not okay to share graphic images to shock others, and it is not okay to share obscene images or pornography on SAMEA's services. When you disagree with some communication shared on the SAMEA communication channels, try to resolve the matter directly with the individual, and if that is not possible, try to remain supportive. Remember we're here to learn share, and grow through SAMEA.
- *Be Nice.* SAMEA communication channels shouldn't be used to harm others. It is not okay to use SAMEA's services to harass, abuse, or send other unwelcomed communications to people (e.g., junk mail, spam, chain letters, phishing schemes). Do not use SAMEA's services to threaten violence or property damage, or for hate speech acts like attacking people because of their race, ethnicity, national origin, gender, sexual orientation, political or religious affiliations, or medical or physical condition. Do not send communication that can be considered as libellous, defamatory or false. Also, please don't use SAMEA's services to intentionally infect others with viruses, worms, or other software that can destroy or interrupt their data or computer devices. It is not okay to interfere or disrupt SAMEA's service.
- *Respect Other's Rights and Follow the Law.* We do not want SAMEA communication channels to be used for illegal activities or to violate the rights of others. Don't use SAMEA's services to commit fraud. Before sharing or using someone else's copyrighted works, trademarks, private information, or trade secrets, please make sure you have the legal right to do so. Messages should not be posted if they encourage or facilitate members to arrive at any agreement that either expressly or impliedly leads to price fixing, a boycott of another's business, or other conduct intended to illegally restrict free trade. Messages that encourage

or facilitate an agreement about the following subjects are inappropriate: prices, discounts, or terms or conditions of sale; salaries; profits, profit margins, or cost data; market shares, sales territories, or markets; allocation of customers or territories; or selection, rejection, or termination of customers or suppliers.

- *Respect SAMEA's Rights.* Please don't violate the rights of SAMEA. You can find more information about what this means in our Website Terms of Service, but put simply, please don't use SAMEA's services to wrongfully take data or information. It is not okay to suggest that you are affiliated with or endorsed by SAMEA when you are not, and it is not okay to violate SAMEA's intellectual property rights.
- *Make your communication clear and concise.* When responding to the communication on any of the SAMEA communication channels, keep your message brief. Include relevant contextual information, but do not include unnecessary details. Stick to topics related to Monitoring and Evaluation, and be careful when using humour in your message. Consider whether an individual private response to the sender of a message will not be more appropriate than sending it to the whole community.