**SCHEDULE D**

**Personal Data Protection Addendum**

**1. Personal Data**

In this Addendum, “Personal Data” shall mean any information related to any identified or identifiable natural or legal person including, without limitation, CARE’s donors, employees, customers, subcontractors, partners or any other third party (including, without limitation, such third parties’ employees and subcontractors) and any other additional data, personally identifiable information, or personal information deemed as personal data under the applicable personal data protection laws.

**2. Processing and Use of Personal Data**

a. Service Provider may process and use the Personal Data only to perform its obligations under the Services Agreement and may disclose them only to Service Provider’s employees that have a need to know them for the performance of such obligations, have received privacy training from the Service Provider, and are bound by confidentiality obligations not less restrictive than those contained in this Addendum. Service Provider may not disclose, transfer, sell, rent or lease Personal Data to anyone or across any national border.

b. Service Provider may not disclose the Personal Data to any other third party, even for their preservation, nor transfer the Personal Data outside of the United States without the prior written consent of CARE and, in such event, Service Provider shall enter into all additional terms and conditions required by CARE with regard to such cross-border transfer. In case Service Provider is authorized by CARE to subcontract any services involving collecting, using, storing, transferring and otherwise processing Personal Data, Service Provider will agree with its subcontractors to protect and process the Personal Data under terms no less restrictive than those contained in this Addendum. Furthermore, CARE reserves the right, at its sole option, to enter into additional confidentiality agreements directly with such subcontractors in order to ensure adequate protection of Personal Data and comply with any applicable laws. Service Provider is fully accountable to CARE for the acts and omissions of the third parties to which it provides Personal Data, as if the acts and omissions of the third parties were Services Providers acts and omissions.

**3. Security Measures**

Service Provider shall: (i) keep and maintain all Personal Data in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, disclosure, destruction, processing, loss, theft, or alteration of Personal Data; (ii) implement all technical, physical, administrative, environmental, safety and organizational measures which are appropriate to protect Personal Data from unauthorized access, use, disclosure, destruction, loss, theft, or alteration; and (iii) implement all technical, physical, administrative, environmental, safety and organizational measures which are required by applicable law.

Without limiting the generality of the foregoing, Service Provider represents and warrants:

a. To implement a comprehensive information security program, including, without limitation, appropriate technical, physical, administrative, environmental, safety and organizational measures to protect Personal Data against (i) accidental or unlawful destruction or loss, (ii) unauthorized disclosure or access, including, without limitation, where processing involves the transmission of Personal Data over a network, (iii) alteration, and (iv) all other unlawful forms of processing.

b. To implement appropriate technical, physical, administrative, environmental, safety and organizational procedures to ensure that (i) unauthorized persons will not have access to the data processing equipment used to process the Personal Data, (ii) any persons it authorizes to have access to the Personal Data will respect and maintain the confidentiality and security of the Personal Data, and (iii) the measures and procedures that it uses will be sufficient to comply with this Agreement and all applicable legal requirements.

c. To encrypt all Personal Data at all times, including when such data is at rest, transmitted over any public networks, transmitted wirelessly, or transmitted beyond Supplier’s physical or logical controls, or when stored, including on any laptop or other portable or removable media or device.

d. To implement technical, physical, administrative, environmental, safety and organizational measures that are no less rigorous than the practices followed by tier-one suppliers of outsourced services.

e. To implement technical, physical, administrative, environmental, safety and organizational measures that are no less rigorous than those maintained by Service Provider for its own information of a similar nature or for other customers of Service Provider with respect to information of a similar nature.

f. To implement appropriate technical, physical, administrative, environmental, safety and organizational measures that address all systems, applications, equipment, software and other technologies germane to the protection of the Personal Data.

g. To implement appropriate technical, physical, administrative, environmental, safety and organizational measures that meet the requirements of CARE’s privacy, security and records retention policies and applicable laws, including the requirements of 201 Code of Mass Regs 17.01, et seq. and all data privacy and information security laws.

h. To regularly, but in no event less than quarterly evaluate, test and monitor the effectiveness of its information security program and provide the results to CARE (or, at CARE’s discretion, participate in CARE’s review of the same) and shall promptly adjust and update such program as reasonably warranted by the results of such evaluation, testing and monitoring.

(i) To deploy up-to-date security systems, computers and technologies, including patches, updates, firewalls, intrusion detection, logging, monitoring and encryption technologies, at least as robust as the security systems, computers and technologies deployed by tier-one suppliers of outsourced services.

**4. Additional Service Provider Obligations**

a. Service Provider agrees:

1. In connection with protecting, collecting, storing, transferring and otherwise processing of Personal Data, Service Provider agrees to act only in accordance with this Addendum and instructions provided by CARE.
2. Not to copy or reproduce any Personal Data without the express written permission of CARE, except as technically necessary to comply with this Addendum (e.g. duplication of data stocks as backup protection against loss of data).
3. To immediately notify CARE by telephone and follow up in writing if it becomes aware of any actual, suspected or alleged unauthorized use of, disclosure of, or access to Personal Data by itself or others, including notification of loss or suspected loss of data whether or not such data has been encrypted. Service Provider will cooperate with CARE in the manner reasonably requested by CARE and in accordance with law, including but not limited to: conducting the investigation; cooperating with authorities; notifying affected persons, credit bureaus, other persons or entities deemed appropriate by CARE; and issuing press releases. Such cooperation will include without limitation: (i) CARE access to Service Provider records and facilities; (ii) Service Provider provision of all relevant data and reports to CARE; and (iii) prior advance approval by CARE of any notifications to impacted individuals or press releases and providing CARE with the opportunity to provide such notice instead of Service Provider.
4. To inform CARE promptly in writing if Service Provider is of the opinion that any instruction from CARE violates the applicable personal data protection regulations.

b. When collecting, using, storing, transferring and otherwise processing Personal Data, Service Provider shall adhere to all applicable export and personal data laws, regulations and rules.

c. Service Provider will handle any Personal Data in a manner consistent with the then current CARE Privacy Policy which may be updated from time to time, and is available at:

<http://www.care.org/privacy-policy>

**5. Records**

a. Upon request by CARE or upon termination of the Agreement, Service Provider shall deliver to CARE any Personal Data in its possession and securely and completely destroy any copies of Personal Data in the Service Provider’s files, unless otherwise required under operation of law.

b. Upon request by CARE with reasonable notice and during business hours, Service Provider agrees to submit its data processing facilities, data files and documentation needed for processing to auditing by CARE (or a duly qualified independent auditor or inspection authority selected by CARE for such purpose to ascertain compliance with this Addendum.

**6. Duration**

The obligations specified in this Addendum will survive any termination of the Agreement or this Addendum.

**7. Indemnification**

The indemnification provisions found in CARE’s Standard Terms and Conditions shall apply to this Addendum.

**8. Disclaimers**

Nothing in this Addendum shall be construed as an obligation (i) to disclose any particular information, (ii) to incorporate any disclosed information into a product, (iii) to warrant the accuracy or completeness of any information disclosed hereunder.

**10. Entire Agreement**

These terms are an additional understating with regard to Personal Data communicated between the Parties under the Services Agreement. Nothing in this Addendum is intended to modify the terms and conditions in the Services Agreement. Any additions or modifications must be mutually agreed in writing.

Notwithstanding the foregoing, nothing in this Agreement will be construed as an exclusion of any laws, regulations or rules pertaining to protection of personal data or export regulations that may be applicable to the services provided by Service Provider under the Services Agreement and that must be observed by Service Provider.

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