

PERSONAL INFORMATION PROTECTION AGREEMENT

BETWEEN

LUTHERAN CHURCH–CANADA FINANCIAL MINISTRIES Operating as LUTHERAN FOUNDATION CANADA (the "*Foundation*")
and _____ (the "*Recipient*")

By signing below, both the Foundation and the Recipient hereby agree that:

- (a) this document, immediately upon it being signed by both parties, constitutes a Personal Information Protection Agreement (the "*Agreement*") for purposes of *The Personal Information Protection and Electronic Documents Act (Canada)* ("*PIPEDA*") which is binding on both parties;
- (b) pursuant to this Agreement, the Foundation may from time to time disclose to the Recipient personal information as described in Schedule A attached hereto (with all such personal information so described therein and actually disclosed to the Recipient being herein called the "*Disclosed Information*");
- (c) it is the intention of both the Foundation and the Recipient that the Disclosed Information will be used by the Recipient only for the purpose(s) described in Schedule A attached hereto (with all such uses being herein called the "*Authorized Uses*") and for no other purpose whatsoever; and
- (d) this Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Manitoba (including PIPEDA).

By signing below, the Foundation hereby confirms that it has satisfied itself that either it or a third party acting on its behalf has obtained whatever consents are required in order for the Foundation to disclose to the Recipient the personal information described in Schedule A attached hereto and for the Recipient to use such information as contemplated by the Authorized Uses.

By signing below, the Recipient hereby agrees:

- (a) to use the Disclosed Information only for the Authorized Uses and for no other purpose whatsoever;
- (b) to treat the Disclosed Information as confidential information and to otherwise safeguard the Disclosed Information in a manner that either meets or exceeds the security safeguards adopted by the Foundation from time to time and that are communicated to the Recipient regarding the Foundation's collection, use and disclosure of personal information, with the Foundation's current security safeguards being described in Schedule B attached hereto;
- (c) to also comply with any additional reasonable directions given to it by the Foundation for the purpose of providing additional protection for any Disclosed Information;
- (d) to limit the disclosure of Disclosed Information to its employees and/or independent contractors who have a need to know that Disclosed Information in order for the Recipient to use that Disclosed Information for the Authorized Uses;
- (e) that all Disclosed Information remains the property of the Foundation and to return all Disclosed Information to the Foundation immediately upon being requested to do so; and
- (f) to indemnify the Foundation and its directors, officers, employees, agents and representatives in respect of any claim, investigation, demand, action, cause of action, damage, loss, cost, liability or expense which may be made against or incurred by any of them and that relates to or arises out of any breach by the Recipient (which shall include any breach by any of the Recipient's employees and/or independent contractors) of any provision of this Agreement, with such indemnity to survive any termination or expiration of this Agreement by either party for any reason whatsoever.

(insert name of Recipient)

Lutheran Church – Canada Financial Ministries

(insert name of signing officer)

(insert name of signing officer)

(signature of signing officer)

(signature of signing officer)

(date of signature)

(date of signature)

**SCHEDULE A
DESCRIPTION OF PERSONAL INFORMATION AND AUTHORIZED USE(S)**

DESCRIPTION OF PERSONAL INFORMATION TO BE DISCLOSED:

DESCRIPTION OF USE(S) TO BE MADE OF THE DISCLOSED PERSONAL INFORMATION:

**SCHEDULE B
MINIMUM SECURITY SAFEGUARDS REGARDING PERSONAL INFORMATION**

The Foundation protects personal information by security safeguards appropriate to the sensitivity of the information.

- 1) The Foundation protects personal information against such risks as loss or theft, unauthorized access, disclosure, copying, use, modification or destruction, through appropriate security measures, regardless of the format in which it is held.
- 2) The Foundation protects personal information disclosed by it to third parties by contractual agreements stipulating the confidentiality of the information and the purposes for which it is to be used.
- 3) All of the Foundation's employees or independent contractors with access to personal information are contractually required to respect the confidentiality of that information.
- 4) The nature of the safeguards will vary depending on the sensitivity, amount, distribution and format of the information, and the method of storage. More sensitive information will be safeguarded by a higher level of protection.
- 5) The methods of protection will include:
 - (a) physical measures - for example, locked filing cabinets and restricted access to offices;
 - (b) organizational measures - for example, controlling entry to data centers and limiting access to information on a "need-to-know" basis;
 - (c) technological measures - for example, the use of passwords and encryption; and
 - (d) investigative measures, in cases where the Foundation has reasonable grounds to believe that personal information is being inappropriately collected, used or disclosed.