

ADDENDUM GOVERNING THE PERSONAL INFORMATION OF CALIFORNIA RESIDENTS PURSUANT TO THE CALIFORNIA CONSUMER PRIVACY ACT

This addendum (“**CCPA Addendum**”) governs the collection, [processing]¹, use, sharing, sale, and retention of California residents’ Personal Information pursuant to the California Consumer Privacy Act, California Civil Code § 1798.100 et seq. (as may be amended, modified, or supplemented from time to time, and together with any implementing regulations, “**CCPA**”). This CCPA Addendum supplements and amends (where applicable) that certain [name of agreement] between [insert name of client] (“**Client**”) and [insert name of supplier] (“**Supplier**”), dated [insert date] (the “**Agreement**”). Client and Supplier are referred to herein collectively as the “**Parties**”, and each, individually, as a “**Party**”. All terms used but not defined in this CCPA Addendum shall have the meaning set forth in the CCPA.

Definitions:

“**California resident**” has the meaning given to such term under Section 17014 of Title 18 of the California Code of Regulations, as that section read on September 1, 2017

“**Personal Information**” has the meaning given to such term under the CCPA.

“**Collection**” has the meaning given to such term under the CCPA

“**Sensitive personal information**” has the meaning given to such term under the CCPA.

“**Service Provider**” has the meaning given to such term under the CCPA.

“**Contractor**” has the meaning given to such term under the CCPA.

“**Sell**” has the meaning given to such term under the CCPA.

“**Share**” has the meaning given to such term under the CCPA.

1. [Supplier shall process California residents’ Personal Information (“**California PI**”) on behalf of Client as a Service Provider under the CCPA and shall not: (1) sell or share the California PI; (2) retain, use or disclose the California PI for any purpose other than for Client purpose specified in the Agreement; (3) retain, use or disclose the California PI outside of the Supplier’s direct relationship with Client; or (4) combine the California PI that the Supplier receives from, or on behalf of, Client with California PI that it receives from, or on behalf of, another person or persons, or collects from its own interaction with California residents, except as otherwise permitted by the CCPA. [Supplier permits Client to monitor Supplier’s compliance with this CCPA Addendum through measures that include ongoing manual reviews and automated scans and regular assessments, audits, or other technical and operational testing at least once in any 12-month period.]²]

¹ **Note to Draft:** include only if Addendum is being used for a “Service Provider” under the CCPA – see footnote 2 for more detail.

² **Note to Client:** Depending on the interpretation of Section 1798.140 (ag)(1)(D), this sentence may not be necessary to include.

OR³

[Supplier acknowledges and agrees that it has been provided California residents' Personal Information ("California PI") as a Contractor under the CCPA and, as such, Supplier agrees that it shall not: (1) sell or share the California PI; (2) retain, use or disclose the California PI for any purpose other than for Client purpose specified in the Agreement; (3) retain, use or disclose the California PI outside of the Supplier's direct relationship with Client; or (4) combine the California PI that the Supplier receives from, or on behalf of, Client with California PI that it receives from, or on behalf of, another person or persons, or collects from its own interaction with California residents, except as otherwise permitted by the CCPA. Supplier hereby certifies that it understands the restrictions contained in this paragraph and will comply with them. [Supplier permits Client to monitor Supplier's compliance with this CCPA Addendum through measures that include ongoing manual reviews and automated scans and regular assessments, audits, or other technical and operational testing at least once in any 12-month period.]]⁴

2. Supplier acknowledges and agrees that it is required to assist Client through appropriate technical and organizational measures in complying with certain requirements under subdivisions (d) through (f) of Section 1798.100 of the CCPA, which include: (1) acknowledging that the California PI is being disclosed by Client only for limited and specified purposes set forth in this CCPA Addendum; (2) Supplier agreeing to comply with the applicable obligations of the CCPA and provide at least the level of privacy protections as are required by the CCPA; (3) acknowledging and agreeing that Client has the right to take reasonable and appropriate steps to help to ensure that Supplier uses the California PI in a manner consistent with Client's obligations under the CCPA; (4) Supplier agreeing to notify Client if Supplier makes a determination that it can no longer meet its obligations under this Section; and (5) acknowledging and agreeing that Client has the right, upon notice, including under this Section 2(3) above, to take reasonable and appropriate steps to stop and remediate unauthorized use of California PI.

3. If Client receives direction from a consumer not to use or disclose such consumer's sensitive personal information and Supplier is assisting Client in respect of such sensitive personal information, then Client agrees to promptly notify Supplier that consumer has provided Client with such direction and to provide details of the consumer and the sensitive personal information in question. Upon receiving such notice, Supplier agrees to not use such sensitive personal information for any purpose [other than as authorized by Section 1798.121(a) of the CCPA.] Client acknowledges and agrees that Supplier is only required to limit its use of sensitive personal information it receives if instructed by Client to do so and only with respect to its relationship with Client.

4. Supplier shall provide assistance and procures that its subcontractors will provide assistance as Client may request, where applicable, in connection with any obligation by Client to respond to requests for exercising the rights of a consumer under the CCPA. Upon the receipt of a request to exercise such consumer's rights under the CCPA, Supplier shall (a) promptly notify Client; (b) only act upon the consumer's request with the prior written consent of Client⁵; and (c) make available to Client all information necessary to demonstrate compliance

³ **Note to Draft:** Choose **blue**, if the Addendum is for a Service Provider (i.e., a supplier that *is processing* personal information on behalf of Client) and **green** if for a Contractor (i.e. a supplier that receives personal information but *does not process* it on behalf of Client.)

⁴ **Note to Client:** Depending on the interpretation of Section 1798.140 (j)(1)(C), this sentence may not be necessary to include.

⁵ **Note to Client:** The CCPA allows companies to refuse to act upon a consumer request in certain circumstances (e.g., companies are not required to delete consumer personal information if it is reasonably necessary for the company to debug or repair errors or scientific, historical or statistical research). For that reason, we have only allowed the Supplier to act upon requests once it receives consent from Client.

with Client's obligations and allow for and contribute to audits, including inspections, conducted by Client or another auditor mandated by Client.

5. To the extent that Supplier is permitted to engage subcontractors or other agents under the terms of the Agreement in connection with Supplier's performance of its obligations thereunder, Supplier shall first notify Client in writing of its intention to engage each such subcontractor and ensure that each such subcontractor or agent that creates, processes, collects, uses, discloses, or retains California PI on behalf of Supplier agrees in writing to restrictions and conditions with respect to such California PI that are no less restrictive or protective than the restrictions and conditions that apply to Supplier under the Agreement and this CCPA Addendum with respect to California PI. Client may request that Supplier audit a third party subcontractor or agent or provide confirmation that such audit has occurred (or, where available, obtain or assist customer in obtaining a third party audit report concerning the third party subcontractor or agent's operations) to ensure compliance with its obligations imposed by Client in conformity with this CCPA Addendum.

6. This CCPA Addendum is intended to supplement the Agreement. The provisions of this CCPA Addendum will prevail over any conflicting provisions of the Agreement, except where such conflicting provisions provide greater privacy or security protection to Personal Information. Except as modified by this CCPA Addendum, the terms of the Agreement shall remain in full force and effect.

7. Unless otherwise indicated, any reference herein to the CCPA or provisions thereof shall be construed as a reference thereto as amended, modified, varied, restated, supplemented or re-enacted from time to time or as a reference to any successor thereto and all rules and regulations promulgated thereunder.

8. All amendments, supplements or other modifications to this CCPA Addendum must be in a written instrument signed by each Party. This CCPA Addendum may be entered into in any number of counterparts and any Party may enter into this CCPA Addendum by executing any counterpart. A counterpart constitutes an original of this CCPA Addendum and all executed counterparts together have the same effect as if each Party had executed the same document. No Party may, without the prior written consent of the other Party, transfer or assign to any other Person any of its rights or obligations hereunder. The governing law and dispute resolution mechanism of this CCPA Addendum shall be the same as set out in the Agreement.

Acknowledged and Agreed to on [DATE] by:

Client

By:

Signature

Printed Name

Title

Supplier

By:

Signature

Printed Name

Title