



**GENERAL POLICIES**

**GDPR PRIVACY POLICY**

**RELATED POLICIES**

**No:**

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**Responsible: Head of Legal**

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**RELATED DIRECTIVES**

## 1. Introduction

The General Data Protection Regulation (GDPR) replaced the requirements of the Data Protection Act (DPA) in May 2018. The GDPR includes rules on giving privacy information to data subjects that are more detailed than the DPA.

IFDC is committed to protecting your privacy. This policy covers our data collection, processing, and usage practices. It also describes your choices regarding use, access, and correction of your personal information. By using IFDC's Website or any other services IFDC may provide, you consent to the data practices described in this policy. If you do not agree with the data practices described in this policy, you should not use the Website or any other services IFDC may provide you.

IFDC will periodically update this policy. It is encouraged that you review this policy from time to time. **IFDC will never sell your personal information to any third party.**

This policy sets out how IFDC may use, process, and store your personal identifiable information (PII). IFDC may obtain that information from you personally, through contracts or other legal arrangements you have with us, in order to deliver contractual and legal obligations. In other cases, IFDC will get that information from you with your permission and consent, or we may receive your personal information from third parties whom you have given consent to pass this information on to us.

## 2. Interpretation and Definitions

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

For the purposes of this GDPR Privacy Policy:

Account means a unique account created for You to access our Service or parts of our Service. IFDC (referred to as either "the Organization", "We", "Us" or "Our" in this Agreement) refers to International Fertilizer Development Center an Alabama nonprofit organization described under Section 501(c)(3) of the Internal Revenue Code and a Public International Organization, located at 46 David Lilienthal Drive, Muscle Shoals Alabama 35662.

For the purpose of the GDPR, the Organization is the Data Controller.

Cookies are small files that are placed on Your computer, mobile device or any other device by a website, containing the details of Your browsing history on that website among its many uses.

Country refers to: United States

Data Controller, for the purposes of the GDPR , refers to the Organization as the legal entity which alone or jointly with others determines the purposes and means of the processing of Personal Data.

Device means any device that can access IFDC's website or other services including, but not limited to a computer, cellphone, or digital tablet.

Personal Data is any information that relates to an identified or identifiable individual. For the purposes for GDPR, Personal Data means any information relating to You such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity.

Service refers to Our Website or any other services IFDC would perform under a contractual or legal arrangement/agreement.

Service Provider means any natural or legal person who processes the data on behalf of the Organization. It refers to third-party companies or individuals employed by the Organization to facilitate the Service, to provide the Service on behalf of the Organization, to perform services related to the Service or to assist the Organization in analyzing how the Service is used. For the purpose of the GDPR, Service Providers are considered Data Processors.

Third-party Social Media Service refers to any website or any social network website through which a User can log in or create an account to use the Service.

Usage Data refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

Website refers to the IFDC website, accessible from <http://www.ifdc.org>

You refers to the individual accessing or using the Service, or the Organization, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable. Under GDPR , You can be referred to as the Data Subject or as the User as you are the individual using the Service.

## **3. Collection and Use of Personal Data**

### **3.1. User Consent**

By using IFDC's Services, You accept the terms of this Privacy Policy and consent to our collection, use, disclosure and retention of Your Personal Data as described in this Privacy Policy.

## 3.2. Types of Data Collected

### (a) Personal Data

While using Our Service, IFDC may ask You to provide Us with certain personally identifiable information that can be used to contact or identify You. Personally identifiable information may include, but is not limited to:

- **Email address**
- **First name and last name**
- **Phone number**
- **Usage Data**

This information may be personal, financial, business, or related to your contractual history with us. You may give us information for legal reasons, such as to enter a contract and/or agreement with IFDC, or because you have consented for us to do so for a specific purpose. IFDC also works with third parties including, but not limited to subcontractors or business partnerships and may receive information about you from them as part of the service(s) IFDC is asked to provide to you, or for legal reasons.

### (b) Usage Data

Usage Data is collected automatically when using the Service.

Usage Data may include information such as Your Device's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When You access the Service by or through a mobile device, We may collect certain information automatically, including, but not limited to, the type of mobile device You use, Your mobile device unique ID, the IP address of Your mobile device, Your mobile operating system, the type of mobile Internet browser You use, unique device identifiers and other diagnostic data.

We may also collect information that Your browser sends whenever You visit our Service or when You access the Service by or through a mobile device.

## 3.3. Tracking Technologies and Cookies

IFDC uses cookies or similar technologies to analyze trends, administer the IFDC website, track users' movements around the IFDC website, and to gather demographic information about our user base as a whole.

IFDC uses "cookies" to help You personalize Your online experience. A cookie is a text file that is placed on Your hard disk by a Web server. Cookies are not used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to You and can only be read by a Web server in the domain that issued the cookie to You. One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell our Web server that you have returned to a specific page. The specific types of "cookies" and an explanation of each is shown below.

- **Cookies or Browser Cookies:** A cookie is a small file placed on Your Device. You can instruct Your browser to refuse all Cookies or to indicate when a Cookie is being sent. However, if You do not accept Cookies, You may not be able to use some parts of our Service. Unless you have adjusted Your browser setting so that it will refuse Cookies, our Service may use Cookies.
- **Flash Cookies:** Certain features of our Service may use local stored objects (or Flash Cookies) to collect and store information about Your preferences or Your activity on our Service. Flash Cookies are not managed by the same browser settings as those used for Browser Cookies. For more information on how You can delete Flash Cookies, please read "Where can I change the settings for disabling, or deleting local shared objects?" available at: [\(Link\)](#)
- **Web Beacons:** Certain sections of our Service and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Organization, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of a certain section and verifying system and server integrity).

Cookies can be "Persistent" or "Session" Cookies. Persistent Cookies remain on Your personal computer or mobile device when You go offline, while Session Cookies are deleted as soon as You close Your web browser.

We use both Session and Persistent Cookies for the purposes set out below:

- **Necessary / Essential Cookies**

Type: Session Cookies

Administered by: Us

Purpose: These Cookies are essential to provide You with services available through the Website and to enable You to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts. Without these Cookies, the services that You have asked for cannot be provided, and We only use these Cookies to provide You with those services.

- **Cookies Policy / Notice Acceptance Cookies**

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies identify if users have accepted the use of cookies on the Website.

- **Functionality Cookies**

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies allow us to remember choices You make when You use the Website, such as remembering your login details or language preference. The purpose of these Cookies is to provide You with a more personal experience and to avoid You having to re-enter your preferences every time You use the Website.

For more information about the cookies we use and your choices regarding cookies, please see the request for consent to collect Cookies on Our Website (entitled “We Use Cookies”) or the Tracking Technologies and Cookies Section of this Privacy Policy.

### 3.4. Use of Your Personal Data

The Organization may use Personal Data for the following purposes:

**To provide and maintain our Service**, including to monitor the usage of our Service.

**To manage Your Account:** to manage Your registration as a user of the Service. The Personal Data You provide can give You access to different functionalities of the Service that are available to You as a registered user.

IFDC may combine the information we collect from You from other sources and use the combined information as described in this policy.

**For the performance of a contract:** the GDPR sets out the details of what has to be included in a contractual instrument to be compliant. They are the following:

- a) Subject matter of the contract;
- b) Period of performance identified;
- c) Nature and purpose of the services;
- d) Type of personal data involved;
- e) Counterparty’s obligations and rights;
- f) IFDC is required to act only on the counterparty’s documented instructions, unless required by law to do otherwise;
- g) IFDC must ensure that staff or others who are processing the data are subject to a duty of confidence;
- h) IFDC must only engage a subcontractor with the counterparty’s prior authorization;
- i) IFDC must delete or return all personal data to the counterparty (at the counterparty’s choice) at the end of the contract and/or agreement, and IFDC must also delete all existing personal data unless the law requires its storage; and
- j) IFDC must submit to audits and inspections. IFDC must give the counterparty whatever information it needs to ensure they are both meeting their Article 28 obligations. The text of Articles 28 can be found online at <https://gdpr-info.eu/art-28-gdpr/>.

IFDC should only use subcontractors or partners that can give sufficient guarantees they will implement appropriate technical and organizational measures to ensure their processing will meet GDPR requirements and protect data subjects’ rights.

A subcontractor or subgrantee may not engage an additional third party’s services without the counterparty’s specific authorization. If authorization is given the third-party agreement may proceed. The terms of the agreement that relate to Article 28(3) must offer an equivalent level of protection for the personal data as those in the contract between IFDC and the counterparty. Subs will remain liable to IFDC for the compliance of any additional third parties they engage.

**To contact You:** To contact You by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as a mobile application's push notifications regarding updates or informative communications related to the functionalities, products or contracted services, including the security updates, when necessary or reasonable for their implementation.

**To provide You** with news and general information about services and events which we offer unless You have opted not to receive such information.

**To manage Your requests:** To attend and manage Your requests to Us.

**For business transfers:** We may use Your information to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Data held by Us about our Service users is among the assets transferred.

**For other purposes:** We may use Your information for other purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Service, products, services, marketing and your experience.

We may share Your personal information in the following situations:

- **With Service Providers:** We employ other companies and people to provide services to visitors to our website. In all cases where we share your information with such entities or individuals, we will explicitly require the entity or person to acknowledge and adhere to our privacy policy.
- **For business transfers:** We may share or transfer Your personal information in connection with, or during negotiations of, any merger, sale of Organization assets, financing, or acquisition of all or a portion of Our business to another Organization.
- **Navigational Information:** IFDC may use navigational information to operate and improve its website. IFDC may also use navigational data alone or in combination with personal information to provide you with personalized information.
- **With Affiliates:** We may share Your information with Our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include joint venture partners or other companies and organizations that We control or that are under common control with Us.
- **With partners:** We may share Your information with Our partners to offer You certain services.
- **With other users:** when You share personal information or otherwise interact in the public areas with other users, such information may be viewed by all users and may be publicly distributed outside. If You interact with other users or register through a Third-Party Social Media Service, Your contacts on the Third-Party Social Media Service may see Your name, profile, pictures and description of Your activity. Similarly, other users will be able to view descriptions of Your activity, communicate with You and view Your profile.

- **With Your consent:** We may disclose Your personal information for any other purpose with Your consent.

### 3.5. Retention of Your Personal Data

The Organization will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use Your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

The Organization will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods.

### 3.6. Transfer of Your Personal Data

Your information, including Personal Data, is processed at the Organization's operating offices and in any other places where the parties involved in the processing are located. It means that this information may be transferred to — and maintained on — computers located outside of Your state, province, country, or other governmental jurisdiction where the data protection laws may differ than those from Your jurisdiction.

Your consent to this Privacy Policy followed by Your submission of such information represents Your agreement to that transfer.

The Organization will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy Policy and no transfer of Your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of Your data and other personal information.

### 3.7. Disclosure of Your Personal Data

#### a) Business Transactions

If the Organization is involved in a merger, acquisition or asset sale, Your Personal Data may be transferred. We will provide notice before Your Personal Data is transferred and becomes subject to a different Privacy Policy.

#### b) Law enforcement

Under certain circumstances, the Organization may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

#### c) Other legal requirements

The Organization may disclose Your Personal Data in the good faith belief that such action is necessary to:

- Comply with a legal obligation;
- Protect and defend the rights or property of the Organization;
- Prevent or investigate possible wrongdoing in connection with the service;
- Protect the personal safety of Users of the Service or the public; and
- Protect against legal liability.

## 4. Security of Your Personal Data

The security of Your Personal Data is important to IFDC but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, IFDC cannot expressly or imply a guarantee of its absolute security.

### 4.1 Legal Basis for Processing Personal Data under GDPR

We may process Personal Data under the following conditions:

- **Consent:** You have given Your consent for processing Personal Data for one or more specific purposes.
- **Performance of a contract:** Provision of Personal Data is necessary for the performance of an agreement with You and/or for any pre-contractual obligations thereof.
- **Legal obligations:** Processing Personal Data is necessary for compliance with a legal obligation to which the Organization is subject.
- **Vital interests:** Processing Personal Data is necessary to protect Your vital interests or of another natural person.
- **Public interests:** Processing Personal Data is related to a task that is carried out in the public interest or in the exercise of official authority vested in the Organization.
- **Legitimate interests:** Processing Personal Data is necessary for the purposes of the legitimate interests pursued by the Organization.

In any case, the Organization will gladly help to clarify the specific legal basis that applies to the processing, and in particular whether the provision of Personal Data is a statutory or contractual requirement, or a requirement necessary to enter into a contract.

## 5. Your Rights under the GDPR

The Organization undertakes to respect the confidentiality of Your Personal Data and to guarantee You can exercise Your rights.

You have the right under this Privacy Policy, and by law if You are within the EU, to:

- **Request access to Your Personal Data.** The right to access, update or delete the information We hold about You. Whenever made possible, you can access, update or request deletion of Your Personal Data directly within Your account settings section. If you are unable to perform these actions yourself, please contact Us to assist You. This also enables You to receive a copy of the Personal Data We hold about You.
- **Request correction of the Personal Data that We hold about You.** You have the right to have Us correct any incomplete or inaccurate information We hold about You.
- **Object to processing of Your Personal Data.** You have the right to object to Our processing of Your Personal Data.

- **Request erasure of Your Personal Data.** You have the right to ask Us to delete or remove Personal Data.
- **Request restriction on processing of Your Personal Data.** You have the right to request restriction on processing of Your Personal Data.
- **Request the transfer of Your Personal Data.** We will provide to You, or to a third-party You have chosen, Your Personal Data in a structured, commonly used, machine-readable format. Please note that this right only applies to automated information which You initially provided consent for Us to use or where We used the information to perform a contract with You.
- **Withdraw Your consent.** You have the right to withdraw Your consent to using your Personal Data. If You withdraw Your consent, We may not be able to provide You with access to certain specific functionalities of the Service.

### 5.1. Exercising of Your GDPR Data Protection Rights

You may exercise Your rights of access, correction, cancellation and objection by contacting Us using the contact information listed below. Please note that we may ask You to verify Your identity before responding to such requests.

### 5.2. Not child-directed

The Services are not intended for use by children. If You are under the age of majority in your place of residence, you may use the Services only with the consent of or under the supervision of your parent or legal guardian.

Consistent with the requirements of the Children's Online Protection Act (COPPA), if we learn that we have received any information directly from a child under age 13 without first receiving his or her parent's consent, we will use that information only to respond directly to that child (or his or her parent or legal guardian) to inform the child that he or she cannot use the Services and subsequently we will delete that information.

### 5.3. Links to Other Websites

Our Service may contain links to other websites that are not operated by Us. If You click on a third-party link, You will be directed to that third party's site. We strongly advise You to review the Privacy Policy of every site You visit. We have no control over and assume no responsibility for the content, privacy policies or practices of any third-party sites or services.

### 5.4. Changes to this Privacy Policy

We may update Our Privacy Policy from time to time. We will notify You of any changes by posting the new Privacy Policy on this page.

We will let You know via email and/or a prominent notice on Our Service, prior to the change becoming effective and update the "Last updated" date at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.