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Data Processing Agreement according to Art 28 GDPR

entered into between

Umweltbundesamt GmbH, Spittelauer Lände 5, 1090 Vienna, hereinafter
referred to as “Controller“

and

XY (name, address), hereinafter referred to as “Processor“

Preamble

This Agreement is based on the legal requirements of the European
General Data Protection Regulation, in particular Article 28 of the GDPR.

1. Subject matter

The subject matter of this Agreement is the processing of the following
data:

- **Purpose of the Processing:** Support the implementation of the
Green Agenda for the Western Balkans
- **Categories of data to be processed:** First name, name, contact
details and address data, e-mail address
- **Categories of persons:** Participants of project activities and project
events

Legal basis: Art 6 (1) lit b GDPR

This agreement forms an integral part of the contract for work and services
with XXXXXX.

Reference number: 20938_XXXXX_2026/1

2. Duration of the Agreement:

This Agreement takes effect from the date of signature by both parties and will continue until such time as the Service Contract is duly and appropriately terminated and the specified data processing operations are completed.

3. Obligations of the Processor:

- (1) The Processor is subject to the Controller's instructions. He undertakes to process data and processing results only on written instructions from the Controller.
- (2) The Processor undertakes to commit persons whom he authorises to process the data, prior to the commencement of the activities, to uphold the confidentiality and secrecy of personal information unless they already are subject to appropriate statutory obligations of secrecy. This obligation of secrecy shall remain in force for an unlimited period of time notwithstanding the termination of the activity.
- (3) In accordance with Article 32 of the GDPR, the Processor takes all technical and organisational measures to ensure an appropriate level of protection that is commensurate with the risk involved.
- (4) The Processor ensures that the Controller is in a position at any time to comply with the data subject's rights as laid down in Chapter III of the GDPR (information, access to and rectification or erasure of personal data, right to data portability, right to object, as well as automated decision making in specific cases) within the legal time limits, and provides the Controller with the necessary information.
- (5) The Processor assists the Controller in meeting the obligations specified in Articles 32 to 36 of the GDPR (data security measures, notification of a personal data breach to the supervisory authority, communication of a personal data breach to the data subject, data protection impact assessment, prior consultation).
- (6) The Processor establishes a record of the processing activities in accordance with Article 30 of the GDPR.
- (7) The Controller has the right to inspect or monitor at any time the processing of the data provided by him.
- (8) After the completion of the processing, the Processor deletes the personal data or returns them in a common technical form, unless there is a requirement to store the personal data under Union or Member State law to which the Processor is subject.

4. Place of data processing:

Data shall be processed exclusively within the European Union.

5. Sub-processors:

- (1) Sub-processors cannot be engaged without prior separate written authorisation of the Controller.
- (2) In case of a given consent to a specific sub-processor, any obligations arising out of this Agreement shall also be imposed on the Sub-processor. The initial Processor remains fully liable for any violations committed by the Sub-processor.

6. Applicable law:

It is agreed, that any disputes shall be governed by Austrian Law. The competent court shall be in Vienna, Austria.

Vienna,

xxxx,

For Umweltbundesamt GmbH

For the Processor