

Data Processing Agreement according to Art 28 GDPR

entered into between

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

and

Contractor XXX, 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 Processing

The personal data will be processed for the purposes arising from the implementation of the TRATOLOW II project under the action “**Technical Support to the Western Balkans for Transition Towards low emissions and climate-resilient economy (TRATOLOW II)**”

Categories of data to be processed:

e.g. Type of personal data of the Processor and the other participants in the meetings organised by Processor:

- Names and surnames
- Institutional affiliation and positions
- Physical addresses
- Email addresses
- Telephone numbers
- Travel documents data
- Company data

Categories of people:

e.g. Participants of workshops and meetings, such as

- Staff members and experts of public institutions
- Representatives of the European Union
- National and international experts, consultants, and other stakeholders participating in project activities

Legal Basis of Processing:

The legal basis for the processing of the above-mentioned data is Article 6(1)(b) GDPR.

This agreement forms an integral part of the following contract:

Reference number: **21727-XX/XX-XX-202X/1**

2. Duration of the Agreement:

This Agreement takes effect from the date of signature by both parties and shall be valid without any time limits.

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:

1. Data shall be processed exclusively within the European Union.
2. In the event that personal data may be processed in third countries by Sub-processors the Processor shall conclude standard contractual clauses according to the European data protection level and shall request technical and organisational measures from the Sub-processor.
3. The Processor shall forward the agreed data protection obligations to the Controller upon request.

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,

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For Umweltbundesamt GmbH
(Management)

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For the Processor
(Management)