Agreement on the Processing of Personal Data on behalf of a Controller implementing Regulation (EU) 2016/679 (General Data Protection Regulation/GDPR), concluded

by and between

hereinafter referred to as the "Customer" or "processor" and

**APA-IT Informationstechnologie GmbH,
APA-Comm GmbH or
APA – Austria Presse Agentur eG**

Laimgrubengasse 10, 1060 Vienna

hereinafter referred to as the "Contractor" or "controller".

Preamble:
To ensure compliance with the mandatory provisions of Regulation (EU) 2016/679 (General Data Protection Regulation/GDPR) the parties agree that all contractual arrangements on data protection matters in existing contracts will be replaced by the present Agreement with effect as of 25 May 2018, unless the present Agreement provides otherwise. The validity of the remaining provisions shall remain unaffected. In the case of contradictions the provisions of the present Agreement shall prevail.

I SCOPE OF THE PROCESSING ACTIVITIES

1. The duration and the purpose of processing shall depend on the underlying civil-law transaction which the Contractor carries out on behalf of the controller ("basic contract"). The purpose of processing, the categories of data subjects and the types of personal data shall depend on the basic contract.

II DATA PROTECTION

1. The parties undertake to comply with the regulations of Austrian and European data protection law applicable from time to time. The Contractor shall use all data exclusively for the purposes of performance of the Agreement on behalf of the Customer.

2. The Contractor undertakes to process personal data only upon a documented instruction from the Customer, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by Union or Member State law to which the Contractor is subject; in such a case, the Contractor shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

3. The Contractor shall process personal data exclusively upon documented instruction. If data subjects contact the Contractor directly, the Contractor shall immediately forward that request to the Customer. The Contractor shall inform the Customer pursuant to Art. 28 (3) (h) GDPR if, in his opinion, an instruction infringes upon the GDPR or other applicable data protection provisions.

4. The parties put on record and agree that the Contractor possesses sufficient expertise, reliability and resources and will take appropriate technical and organisational measures in such a manner that the requirements of the GDPR will be fulfilled.

5. The Contractor ensures that persons authorised to process the personal data have committed themselves to confidentiality. The obligation of confidentiality of the persons in charge of data processing shall continue to apply even after they stop working for and leave the Contractor.

6. The Contractor represents with legally binding effect that he will use other processors (sub-processors) only upon the Customer's approval, provided that the principal services themselves, i.e. the actual data processing activities or material parts thereof, are outsourced by contract or delegated. Accordingly, general auxiliary services in the fields of telecommunication, shipping/transportation or IT support shall, for example, not be deemed subcontractor relationships that are relevant to this purpose; however, contractual regulations and monitoring measures that are appropriate to the risk and in conformity with the law shall be ensured at all times. When doing so, the Contractor shall provide the Customer with exact information about the sub-processor and explicitly point out that data will be transmitted abroad, if applicable. If the Contractor makes use of the services of a sub-processor to carry out certain processing activities, the same data protection obligations as set out in this Agreement shall be imposed on that subcontractor by way of a contract.

7. The Contractor undertakes to assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's gainful obligation to respond to requests for exercising the data subject's rights. In particular, the Contractor shall forward enquiries, complaints and requests he receives from data subjects to the controller.

8. The Contractor shall make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in this Agreement. The Contractor shall, subject to appropriately early written notice, allow the Customer and/or an auditor mandated by the Customer to carry out audits or inspections of the Contractor's systems and processes with regard to the personal data that is processed on behalf of the Customer, provided that such audits or inspections are carried out during the Contractor's normal business hours and with minimum disturbance of his operations and that the Customer will treat as strictly confidential all information gained in this connection, unless the Customer is obliged to disclose such information by law. All costs incurred by the Contractor in connection with the provision of such information, approval of such audits or inspections and otherwise in connection with this clause shall be borne by the Customer.

9. The Contractor undertakes to either delete or return, at the choice of the Customer, all personal data after the end of the provision of services relating to processing, unless Union or Member State law requires storage of the personal data.

III DATA SECURITY

10. Existing arrangements regarding the data security measures to be taken by the Contractor shall remain unaffected by this provision and shall continue to apply without changes. Liability depends on the rules within the GDPR.

11. Unless at the date of this Agreement arrangements were made regarding the security measures to be taken, the data security measures described in Annex 1 shall be deemed sufficient. Apart from that, further measures may be agreed for specific data processing activities.

12. The Contractor shall adapt the measures stated in Annex 1 to the state of the art, where necessary, and inform the Customer thereof.

13. The Contractor shall support the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 GDPR on the security of personal data, taking into account the nature of processing and the information available to the Contractor.

Annex 1
Annex 2

For the Customer:	For the Contractor:
_____	_____
Name, signature	Name, signature
_____	_____
Place, date	Place, date

ANNEX 1

The following categories of data / types of personal data will be processed

☐ contact details (e.g. phone no., email address)

☐ contract data, contract master data
(contractual relationship, product and/or contract interest)

☐ contract billing data and payment data

☐ access data

☐ data which enables creation of a profile or user behaviour
(e.g. tracking cookies)

☐ sensitive data (special types of personal data are information about racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, health or sex life

☐ data regarding bank accounts and credit card accounts

☐ other personal data: ....

The following data subject categories will be subject to processing

☐ customers

☐ interested parties

☐ employees of the customer

☐ suppliers

☐ contact persons

☐ other: ....

ANNEX 2

Technical and organisational measures

General

The Contractor shall comply with all technical and organisational measures in accordance with the provisions of the GDPR.

In particular, the Contractor shall ensure the following technical and organisational security measures:

Access control. Unauthorised persons must denied access to the facilities in which personal data is processed.

Identity checks regarding data carriers. Unauthorised persons must be prevented from reading, copying, editing or removing data carriers.

Transport control. Unauthorised reading, copying, editing or deletion of personal data must be prevented when providing personal data or transporting data carriers.

Storage control. Unauthorised storage and unauthorised inspection, editing or deletion of stored personal data must be prevented.

Use control. The use of automated data processing systems by means of data transfer systems (e.g. remote access) by unauthorised persons must be prevented.

Access control. Access to personal data by authorised persons must be restricted to data which is required for the fulfilment of their specific tasks.

Entry control. In automated systems it must be possible to retrace which personal data was accessed by which person and at what time (log files).

Access to personal data and training

The Contractor shall take all reasonable steps to ensure the reliability of the persons who have access to personal data.

The Contractor undertakes that persons who have access to personal data will undergo the appropriate training on data protection before they are entrusted with data processing activities, and that regular necessary additional trainings on data protection will be carried out throughout the term of the present Agreement.