

DATA PROTECTION DECLARATION WHEN ACTIVATING A JKU PARTNER ACCOUNT

I understand and hereby acknowledge that – irrespective of any other legal, contractual or other provisions relating to maintaining confidentiality - I may only use the personal information entrusted to me, or herewith made available to me, for computer-aided or conventional processing only and in compliance with the Data Protection Act in accordance with Union and national regulations, including internal organizational regulations designated to protect information. In particular, this refers to understanding

- that the personal information of natural persons is subject to special protection and I understand that using this information is only permitted under specified conditions,
- that I am obliged to maintain confidentiality in regards to the information I have receive and/or that has been made accessible to me,
- that I may only use the information for the purpose associated with respectively and lawfully executing the task,
- that it is not permitted to disclose/transfer personal information received/accessed by others,
- that it is my responsibility to ensure that others cannot obtain access to this type of personal information (i.e. entrusted user passwords, passwords, and other user authorizations are to be carefully safeguarded and kept confidential),
- that my responsibility to adhere to data confidentiality shall continue to apply even after my access authorization at the JKU has ended.

I understand that violating the above stated responsibilities may result in criminal and administrative prosecution, and I may also be liable for any damages. Furthermore, I hereby confirm that the JKU has instructed me about data confidentiality (§ 6 Data Protection Act - DSG) as well as extensively about certain provisions as outlined in the General Data Protection Regulation (Art. 4 No. 1 and 2 General Data Protection Regulation - GDPR):

Data Secrecy

§ 6 Data Protection Act:

(1) The responsible party, the processor and their employees - and persons in a work-like relationship similar to that of an employee - are expected to keep personal information obtained during data processing responsibilities entrusted to them - or having access to this information based exclusively on professional employment - confidential, without bias to other statutory obligations of confidentiality, unless as there are legally permissible grounds to disclose the personal information entrusted to them or having become accessible to them (data secrecy).

(2) Employees may only disclose personal information based on express orders by their employer. The responsible party and the processor are required to – providing an agreement of this kind does not already exist by law - contractually require their employees to disclose personal information resulting from the data processing procedure

only on the basis of instructions and to observe data secrecy, even after the employment relationship (service relationship) with the responsible party or processor has ended.

(3) The responsible party and the processor must instruct the employees concerned by the directive about disclosure orders applicable to them and about any consequences for breaching data secrecy.

(4) Notwithstanding the constitutional right to issue directives, an employee may not suffer any disadvantage as a result of refusing to comply with an order to improperly disclose data.

(5) A statutory right to refuse to give existing evidence in favor of a responsible party may not be circumvented by making use of a processor working for him/her, in particular by securing or confiscating documents using automated means.

Definitions

Art. 4 No. 1 GDPR: "*Personal data*" [means] any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Art. 4 No. 2 GDPR: "*Processing*" [means] any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

LIABILITY STATEMENT WHEN ACTIVATING THE JKU PARTNER ACCOUNT

The JKU Partner is authorized to access and use the JKU's internet services and, under certain conditions, also receive an allocated e-mail address for the duration of the activity.

The JKU Partner agrees to use JKU services exclusively for work-related purposes for the activity/function specified at the designated JKU department/institute.

The JKU Partner agrees to indemnify and hold the JKU harmless in the event that claims and entitlements - of any kind whatsoever - are made against JKU in association with his/her use of the e-mail address or the JKU's internet services.

The JKU Partner understands that these privileges will be revoked if used for purposes other than those for which they are intended or in the event of any misuse.

Upon assigning a JKU e-mail address, the Partner consents to the JKU may address valid claims to the JKU Partner via the allocated JKU e-mail address, and that the JKU may also verify receiving e-mails of this kind.

The JKU Partner further understands that he/she is subject to the instructions and directives as outlined by the head of the responsible department/institute regarding the use of JKU's internet services.