



Statement of Commitment to Data Confidentiality and to Safeguarding of Commercial and Industrial Secrets

In the exercise of your (professional) work at TU Wien you will probably be given insight into personal data as well as commercial and industrial secrets. All such information must be treated with absolute confidentiality and is subject to Austrian and European data protection law as well as competition law.

By taking note of this letter you hereby put yourself under an obligation

1. to comply with data protection law, in particular § 6 of the Austrian Data Protection Act (DSG), including the corresponding company rules;
2. to protect commercial and industrial secrets (§ 11 of the Austrian Unfair Competition Act, UWG).

The regulations quoted are printed out in the Annex to this Statement.

You are aware that

- the personal data of individuals are subject to special protection and the use of such data is only allowed under special conditions;
- personal data entrusted or made available to you on the basis of your professional employment may only be transmitted on the basis of an explicit order by the particular supervisor;
- it is forbidden to transmit or otherwise make data available to unauthorised recipients outside the university;
- it is forbidden to procure or process data without authorisation;
- it is forbidden to process personal data for any other than the purpose needed for proper performance of the work assignment;
- user IDs, passwords and other access authorisations entrusted to you must be stored safely and kept secret;
- any eventual further regulations on confidentiality obligations must likewise be observed;
- this commitment continues to apply after termination of your employment;
- violations of the confidentiality commitments listed here not only have employment law consequences but (administrative) penal consequences as well and entail compensation liability.

You hereby declare that you have been advised by TU Wien about data confidentiality under § 6 DSG and about the confidentiality commitments under § 11 UWG. Taking note of this letter occurs electronically and is stored by TU Wien for purposes of documentation.

Data confidentiality under § 6 DSGVO (Austrian Data Protection Act)

- (1) The supervisor, the contract processor and their co-workers, i.e. employees and persons in an employee-like (employment-like) relationship must keep secret personal data from data processing entrusted or made available to them solely on the basis of their professional work, without prejudice to other statutory confidentiality commitments, provided there are no legally admissible grounds for transmittal of the personal data entrusted or made available (data confidentiality).
- (2) Employees may only transmit personal data on the basis of explicit orders by their employer. The supervisor and the contract processor must, unless such a commitment of their employees already obtains by virtue of law, put the latter under a contractual obligation to transmit personal data from data processing only on the basis of such orders and to comply with data confidentiality after termination of the working relationship (employment) to the supervisor or contract processor.
- (3) The supervisor and the contract processor must advise the employees affected by the orders about the transmission orders applicable to them and about the consequences of any breach of data confidentiality.
- (4) Without prejudice to constitutional law supervisory authority, no detriment may be incurred by an employee for refusal to obey orders for improper data transmission.
- (5) An existing statutory right of a supervisor to refuse to testify may not be circumvented by taking action against any contract processor working for said supervisor, in particular not by securing or impounding automatically processed documents.

Processing security according to article 32, paragraph 4 of GDPR (General Data Protection Regulation)

The supervisor and the contract processor shall undertake steps to ensure that individuals subordinate to them who have access to personal data only process the same on orders from the supervisor unless they are obliged to perform such processing under the law of the European Union or of a Member State.

Breach of commercial or industrial secrets and abuse of submissions under § 11 UWG (Federal Act against Unfair Competition)

- (1) Anyone who as employee of an undertaking communicates to others without authorisation and for purposes of competition commercial or industrial secrets entrusted or otherwise made available to them by virtue of employment during their term of employment shall be punished by the court with deprivation of liberty for up to three months or by a fine of up to 180 daily-rate units (Federal Law Gazette no. 120/1980, article I, numeral 6).
- (2) The same penalty shall be incurred by anyone making use without authorisation of commercial or industrial secrets or communicating the same to others, the knowledge of which they have obtained by any of the communications referred to in paragraph 1 or by any action in violation of law or morality.
- (3) Enforcement shall only occur at the demand of the injured party.

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