

Terms of service and data protection for the use of the Interreg IPA SOUTH ADRIATIC Joint electronic monitoring system (JEMS)

Version 1 – December 2022

TERMS OF SERVICE

1. SUBJECT MATTER AND SCOPE

1.1 The Interreg IPA SOUTH ADRIATIC Joint electronic monitoring system (Jems) is provided for applicants and beneficiaries to allow them to create, prepare, revise and submit online forms (application and request for changes form, reports and payment claims and final reports). Furthermore, it is provided for Interreg IPA SOUTH ADRIATIC Programme bodies to do the project and Programme monitoring.

1.2 These Terms of Service govern the relation between:

- The Regione Puglia - Dipartimento Sviluppo Economico - Struttura di Progetto Autorità di Gestione del Programma Interreg Italia Albania Montenegro 2014/2020 e 2021/2027 (legal entity in which the Joint Secretariat is included) acting as Managing Authority of the Interreg IPA SOUTH ADRIATIC; and
- Institutions/bodies acting as applicants in project proposals and beneficiaries in approved projects;
- Other bodies and actors involved in the programme implementation such as members of the Monitoring Committee, National Authorities, National Contact Points, national control bodies and national controllers, Audit Authority, Members of the Group of Auditors

in relation to their access to and use of the Jems.

1.3 Requesting access to the Jems, accessing the Jems or using the Jems signifies unconditional acceptance of these Terms of Service (in the then-current version).

2. ACCESS TO Jems

2.1 Users and organisations

Access to the Jems is open to natural persons with a valid email address. Access rights to certain information and functions in the Jems are restricted to users with specific roles in relation to particular proposals or projects. Project applicants and project partners' organisations shall access the Jems only via users employed by or representing them. If a user leaves the organisation or is no longer representing the organisation, the account of this person shall be closed and a new one shall be created if needed. It is the responsibility of the organisation to timely inform the MA/JS of such change or any substantial change and request in writing that the account is closed.

2.2 Means of access

Users register in the Jems with their email address and define a user name and personal password that encrypted into the system. Users guarantee that the information provided for registration of their account is accurate, updated and that the email address provided is a valid personal email address. It is also the responsibility of users to make sure that they receive the emails automatically sent by the Jems system. The MA/JS has - at any time - the right to verify the validity of the information. If this reveals any inaccuracy or invalidity, the Jems administrator has the right to close the account or suspend, refuse or reset access.

The means of access (i.e. the user name and password) are strictly personal and users are responsible for safeguarding their confidentiality and security, and ensuring their appropriate use. Users are responsible to take all steps to prevent any unauthorized third party from gaining knowledge and making use of their means of access. They may not transfer or sell their means of access to any third party. Users must notify the MA/JS immediately of the loss, theft, breach of confidentiality or any risk of misuse of the means of access. If the MA/JS has any reason to suspect that the confidentiality or security of the means of access has been breached or that the Jems is being misused, it may - without prior notice - suspend or refuse access.

The lead applicants and lead partners shall only grant access rights ('read', 'write' and/or 'manage') to natural persons which are employed or represent project applicants or project partners in relation to the project(s) for which they are granted access rights.

The JS personnel (except the administrators) have 'read only' access to the data submitted in the Jems by the project applicants/partners. The administrators and the developers have read and write access but shall not write, modify or submit data on behalf of the project applicants/partners unless it is requested by the lead applicant/partner in exceptional cases to modify data on their behalf.

3. USING THE Jems SYSTEM

3.1 General

Users shall use Jems in accordance with these Terms of Service, in a responsible manner, and exclusively for their professional purposes and without breach of the rights of third parties.

Users are fully and unconditionally responsible for any use of Jems (including misuse of their means of access), and for any detrimental consequences that may arise directly or indirectly therefrom.

Organisations acknowledge and accept that they are responsible for the actions and omissions of users employed by or representing them.

The system keeps track of access to and use of Jems.

When full write and/or manage access are given to project applicants/partners by the lead applicant/lead partner, forms shall however be submitted by a user employed by or representing the lead applicant/lead partner's organisation.

3.2 Required hardware, software and services

Users acknowledge and agree that they are responsible for the choice, purchase and operation of any hardware, software or telecommunication services required to connect with and to use Jems. The MA/JS is not liable for hardware, software, products and services of third parties, such as telecommunication equipment, internet connections, operating systems and internet browsers.

3.3 Jems availability

The MA/JS does not guarantee that Jems will be available without interruption or degradation of service at all times.

However, the MA/JS will to the best of its abilities take reasonable care to ensure the availability of Jems. In case of planned interruptions for maintenance purpose, the users will be warned through a message posted on the Jems homepage.

The MA/JS is not liable for any damage suffered in connection with the suspension or refusal of access.

It is the responsibility of the lead applicant to submit their application by the deadline indicated in the call. The MA/JS cannot accept applications which fail to meet the deadline. It is advisable not to wait until the last minute before submitting the application form in Jems, in case of exceptional web traffic or technical failure.

4. LIABILITY OF THE MA/JS

4.1 The MA/JS shall not be liable for any direct or indirect damage of any kind except in the event of wilful misconduct.

4.2 The MA/JS are not liable for any damage in case of force majeure, external cause or any other events which are not under the reasonable control of the MA/JS.

5. CHANGES TO THE TERMS OF SERVICE

5.1 The MA/JS may, at any time, vary, add to or delete any provision of these Terms of Service.

5.2 Users and their organisations acknowledge and agree that such new Terms of Service can be notified by the MA/JS via notice on the Jems homepage. Unless otherwise stated in the notice, the new Terms of Service shall apply as from 7 days from the notice on the Jems homepage.

5.3 Users and their organisations acknowledge and agree that any modification to the Terms of Service shall be deemed accepted by them as from the first time they access or use the Jems after the date of entry into force of the new Terms of Service.

6. APPLICABLE LAW AND DISPUTE SETTLEMENT

6.1 These Terms of Service are governed by Italian law and are under Italian Jurisdiction. For any disputes arising out of or in connection with these Terms of Service or the access to or use of the eMS, the administrative tribunal of Bari (TAR Tribunale Amministrativo Regionale di Bari) shall have exclusive jurisdiction if the dispute cannot be settled amicably.

DATA PROTECTION

General Remark

Please note that the information given about data protection refers to data of submitted project proposals only. Data of not submitted project proposals will not be processed and will be deleted after the closure of the respective call.

Data Protection Information pursuant to Article 13 General Data Protection Regulation (GDPR)

1. Please note, that the personal data you have provided to us are processed for the following purpose: providing access to the Joint electronic monitoring system (Jems), assessing project application forms, awarding funds to selected projects, as well as implementing, managing, monitoring and evaluating the subsidy contracts, protecting the financial interests of the EU (notably for verifications and audits) and for communicating on the Interreg IPA SOUTH ADRIATIC Programme and its actions (projects platforms) and in general for the implementation, documentation and provision of information of the Interreg IPA SOUTH ADRIATIC programme.

2. The Interreg IPA SOUTH ADRIATIC Managing Authority is entitled to process personal data, which are contained in the project application form (and related Annexes) and which are acquired by the organs and authorised representatives of the following bodies and authorities: national control bodies and bodies and authorities involved in audits carried out for the programme (i.e. Regione Puglia), European Commission, the European Anti-Fraud Office (OLAF), the European Court of Auditors (ECA) auditing bodies of the European Union, Ministry of Economy of Italian Republic or any other institution responsible for conducting audits or controls according to European Union's or national laws. In addition, the Managing Authority is entitled to process such data and to share them with other programmes in order to implement their tasks linked to European anti-corruption policy and to make such data available to bodies and authorities for evaluation and monitoring purposes.

3. Legal basis:

- Article 4 of Regulation (EU) 2021/1060
- Article 49 of Regulation (EU) No. 2021/1060
- Article 69 (8) of Regulation (EU) No. 2021/1060
- Article 74 (1) of Regulation (EU) No. 2021/1060 in conjunction with Article 46 (3) of Regulation (EU) No. 2021/1059
- Article 44 and 45 of Regulation (EU) No. 2021/1060
- Article 32(4) of Regulation (EU) No. 2021/1059
- Contractual agreements with the project beneficiaries
- Article 6 (1) letter c, e and f of the General Data Protection Regulation;
- Consent, if applicable.

4. For this purpose, the personal data are transmitted to the following recipients (including data transmitted to third countries participating in the Programme, i.e. Albania and Montenegro):

- European Commission
- Auditing bodies of the European Union and the Regione Puglia
- Control bodies of the funding bodies and/or private-sector control bodies commissioned by these bodies
- Evaluators as processors appointed by the respective programme authority and/or the European Commission
- Members of the respective programme monitoring committees
- Institutions of the EU member States as potential project partners and project participants or as part of the programme management
- European Anti-Fraud Office (OLAF)
- Other EU funded programmes in order to implement tasks linked to European anti-corruption policy and to make such data available to bodies and authorities for evaluation and monitoring purposes

5. Data storage

In compliance with the legal requirement of Regulation (EU) No. 2021/1060 (Common Provision Regulation), your personal data relating to the EU-funded project Interreg IPA SOUTH ADRIATIC Programme in the structural fund period 2021-2027 are deleted after the statutory retention period. They may be archived by the Managing Authority outside of the Jems system for a longer period for statistical and historical purpose according to internal Implementation Acts.

6. Request information on personal data

You have a right to information concerning your own personal data, as well as a right for rectification or erasure, restriction of processing, or to lodge a complaint against processing.

Moreover, we draw your attention to the fact that - should you revoke your consent to the processing of your personal data until the end of the statutory retention period for the purpose of expenditure control - you will be denied the related funding. If you believe that your rights are not observed, or not fully observed, you may lodge a complaint with the data protection authority. The provision of personal data is a legal requirement, if you are thereby claiming the disbursement of funds.

Providing personal data is required for the conclusion of a contract.

Failure to provide the data would have the following consequences for you:

A refusal to grant contractual consent to the processing of personal data and to obtaining such consent from all persons involved in the granted project for the purpose of verifying eligibility for funding would at any rate lead to the funding of personnel costs being denied. Dependent on the project structure, this may even include a revocation (cancellation) of the funding commitment.

Responsibility for processing:

Regione Puglia - Dipartimento Sviluppo Economico - Struttura di Progetto Autorità di Gestione del Programma Interreg Italia Albania Montenegro 2014/2020 e 2021/2027 - Managing Authority
Corso Sonnino, 177 -70121 Bari – ITALY

Email: ma@italy-albania-montenegro.eu

phone: +39 080 5406545

If you have any questions on data protection, please contact the data protection officer of the Managing Authority by e-mail: ma@italy-albania-montenegro.eu

Information is available also on the Internet at: www.italy-albania-montenegro.eu

Project Data Collection

1. Applicants and beneficiaries shall collect and process personal data required in the online forms, provided that they have informed the personnel whose personal data are collected and processed about the conditions of collection and process of those data according to the Jems terms of Service (by providing them with a copy of this Data Protection Information) before transmitting those data to the Managing Authority/Joint Secretariat through the Jems.

2. In line with Article 49 (3) of the CPR, the MA is authorised to publish the following information:

- name of the LP and its PPs;
- name of the project;
- the project summary including project purposes and its expected achievements;
- abstract of progress reports with the project actual achievements;
- start date of the project;
- expected or actual date of completion of the project;
- the IPA funding and the total cost of the project;
- the programme specific objective concerned;
- the location indicator or geolocation for the project and the countries concerned;
- the location of the LP and its PPs;
- the type of intervention for the project in accordance with point (g) of Article 73 (2) of the CPR.

3. The MA/JS is entitled to furthermore use these data for information and communication purposes as listed in Annex IX of the Regulation (EU) No 2021/1060.