

TERMS OF SERVICE FOR THE USE OF THE IPA ADRION JOINT ELECTRONIC MONITORING SYSTEM (JEMS)

1. GENERAL INFORMATION

The IPA ADRION Joint Electronic Monitoring System (JEMS) is provided for applicants and beneficiaries to allow them to create, prepare, revise and submit online forms (project applications, requests for revision, reports and payment claims). These Terms of Service rule the relation between:

- The Emilia-Romagna Region (Managing Authority of the IPA ADRION Programme with also accounting functions, Audit Authority and headquarter of the Joint Secretariat); 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 IPA ADRION Monitoring Committee, National Contact Points, national control bodies and national controllers, Members of the Group of Auditors and other auditors;

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

Requesting access to the JEMS, accessing the JEMS or using the JEMS signifies unconditional acceptance of these Terms of Service.

2. ACCESS TO JEMS USERS AND ORGANISATIONS

Access to the JEMS is open to natural persons with a valid e-mail 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 deactivated and a new one shall be created if needed. It is the responsibility of the organisation to timely inform the IPA ADRION MA/JS of such change or any substantial change and request in writing that the account is closed.

2.1 MEANS OF ACCESS

Users registration to the JEMS shall provide the system with the following information: name, surname, title and e-mail address.

Users access the JEMS with a username and a password.

Users guarantee that the information provided for registration of their account is accurate, updated and that the e-mail address provided is a valid personal e-mail address. It is also the responsibility of users to make sure that they receive the e-mails 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, deactivate or reset access.

The means of access (i.e. the e-mail address and password) are strictly personal and users are responsible for safeguarding their confidentiality and security, and ensuring their appropriate use. Users undertake 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 ('view' and/or 'edit' 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 'view' access to the data submitted in the JEMS by the project applicants/partners. The administrators and the IT developers have 'view' and 'edit' access but shall not write, modify or submit data on behalf of the project applicants/partners.

2.2 CHANGES FOLLOWING NEW GDP REGULATION

The recent Regulation (EU) No 679/2016 (General Data Protection Regulation – GDPR) introduces strict rules on data protection. Interreg programmes are obliged to collect some personal data necessary for project monitoring. Nevertheless, access to some of the data (e.g. salary information reported by project partners under the budget line staff costs) need to be limited: only controllers and auditors responsible for cost validation should be able to see personal data related to salaries of project partners' employees.

3. USING THE JEMS SYSTEM

Users shall use the 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 the 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 the JEMS.

When full edit access is given to project applicants/partners by the Lead Applicant/Lead Partner, final applications/project progress report shall however be submitted by a user employed by or representing the Lead Applicant/Lead Partner's organisation.

3.1 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 the 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.

3.2 JEMS AVAILABILITY

The MA/JS does not guarantee that the JEMS will be available without interruption or degradation of service at all times. However, the MA/JS will to the best of their abilities take reasonable care to ensure the availability of the JEMS. In case of planned interruptions for maintenance purpose, the users will be warned through a message posted on the JEMS homepage and IPA ADRION web site.

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 Applicants to submit their application by the deadline indicated in the call.

It is advisable not to wait until the last minute before submitting the application form in the JEMS, in order to allow the MA to provide a proper support. The MA/JS cannot accept applications which fail to meet the deadline.

4. PERSONAL DATA PROTECTION

The personal data collected through the JEMS by the MA/JS and other programme authorities are:

- Public users requesting access to the JEMS;
- Name, unit/division (if applicable), organisation address, professional phone numbers (office number and optionally mobile number) and e-mail address, for legal representative and contact person(s) of each applicant/beneficiary;
- Name, position, institution, organisation address, phone numbers (office number and optionally mobile number) and e-mail address of the appointed national controllers;
- VAT number and/or identification number of the institution, if applicable.

4.1 RESPONSIBILITY FOR PROCESSING

The data controller is the Giunta della Regione Emilia-Romagna (the Cabinet of the Emilia-Romagna Region), located in Viale Aldo Moro n. 52, IT-40127, (e-mail: urp@regione.emilia-romagna.it, open from Monday to Friday 9:00 - 13.00 – phone (switchboard): +39 800-662200).

The contact details of the Data Protection Officer (DPO) are:

Address: V.le Aldo Moro 30, IT-40127, Bologna (Italy)

E-mail: DPO@REGIONE.EMILIA-ROMAGNA.IT

4.2

The collected data are processed for assessing project application forms, awarding funds to selected proposals, as well as managing, monitoring and evaluating the funded projects, performing analyses, surveys and studies, protecting the financial interests of the EU (notably for verifications and audits), and for communicating on the IPA ADRION Programme and its actions (projects and capitalisation platforms).

4.3

The MA/JS as well as the national authorities of the IPA ADRION Partner States - including the National Contact Points - are entitled to use personal data which are contained in the project application forms and reports. The MA can transmit data to national control bodies and bodies and authorities involved in audits carried out for the Programme, European Commission, auditing bodies of the European Union and the Emilia-Romagna Region. In addition, the MA is entitled to use such data and to share them with other programmes in order to implement their tasks linked to European anti-fraud policy.

Your personal data are not transferred outside the European Union, unless differently foreseen by EU Regulations, and with the exception of the IPA Partner States and Republic of San Marino involved in IPA ADRION Programme, having regard to article 49.1 (b) of GDPR.

For your information, JEMS collects only technical or functional cookies, i. e. those cookies ensuring that certain parts of the website work properly. JEMS does not collect and store information using cookies to create user profiles for marketing purposes.

4.4

The IPA ADRION Programme authorities shall be authorised to publish, in any and by any means, the following information:

- a) the name of the Lead Partner and its partners
- b) contact data of project representatives
- c) the project name and acronym

- d) the summary of the project activities
- e) the objectives of the project and the subsidy
- f) the project start and end dates
- g) the INTERREG funding, and the total eligible cost of the project
- h) the geographical location of the project implementation
- i) abstracts of the progress reports and final report, including information on the outputs and deliverables achieved.

The MA/JS are also entitled to use these data for information and communication purposes in compliance with Regulation (EU) No 2021/1060.

4.5

Data included in the JEMS will be kept for a period of at least 3 years after the closure of the Programme (expected in 2030 at the earliest), for auditing and communication purposes. They may be archived outside of the JEMS system for a longer period for statistical and historical purpose. Any personal data collected in the JEMS will be processed by the MA/JS in accordance with the Regulation (EC) 2016/679.

4.6

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 a copy of this Data Protection Information) before transmitting those data to the Managing Authority/Joint Secretariat through the JEMS.

4.7

The persons whose personal data are processed have the right to access and correct their own personal data, as well as a right for erasure, restriction of processing, or to lodge a complaint against processing.

5. LIABILITY OF THE MA/JS

5.1

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

5.2

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.

6. APPLICABLE LAW AND DISPUTE SETTLEMENT

These Terms of Service are governed by Italian law. For any disputes arising out of or in connection with these Terms of Service or regarding the use of the JEMS which cannot be settled amicably the court of competent jurisdiction is the Civil Court of Bologna. Legal proceedings shall be in Italian.

7. HELPDESK

If you have any questions regarding JEMS please do not hesitate to contact the Programme at:

IPA ADRION Programme

Viale Aldo Moro, 30 – Bologna (ITALY)

Phone: +39 051 527 5165

E-mail: INFO@INTERREGADRION.EU