

**Terms of service, data protection and cookies usage policy****for the use of the Interreg North-West Europe Joint electronic monitoring system (Jems)**

Version 2, 17 November 2023

TERMS OF SERVICE**1. SUBJECT MATTER AND SCOPE**

1.1. The Interreg North-West Europe Joint electronic monitoring system (Jems) is provided for applicants and beneficiaries to allow them to create, prepare, revise and submit online forms (application form and requests for modification, progress reports and final reports). Additionally, it is provided for Interreg North-West Europe programme bodies for project and programme monitoring.

1.2. These Terms of Service govern the relation between:

- The Hauts-de-France region as Managing Authority (MA) of the Interreg North-West Europe Programme and represented by the Joint Secretariat (JS) of the Interreg North-West Europe Programme; and
- Institutions/bodies acting as applicants in project proposals and beneficiaries in approved projects
- Other bodies involved in the programme implementation such as members of the NWE Programme Monitoring Committee, Contact Points, 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 who are employees or representatives of the abovementioned organisations 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 Interreg NWE 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 username and personal password that is 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. These emails will be sent within the system and visible in the dashboard. Additionally, notifications will be automatically sent to the user's email address by default. Users can untick the box "send notifications automatically to my email" in their user account to disable this feature.



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The JS have - at any time - the right to verify the validity of the information. If this reveals any inaccuracy or invalidity, the Jems administrators in the Joint Secretariat of the Interreg North-West Europe Programme have 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 JS immediately of the loss, theft, breach of confidentiality or any risk of misuse of the means of access. If the JS have 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 for system administrators) has 'read only' access to the data submitted in the Jems by the project applicants/partners. The system 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 specifically 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 rights are given to project applicants/partners by the lead applicant/lead partner, forms shall still 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. Such hardware, software or telecommunication services must meet the minimum requirements specified in the Jems Technical guidance. The MA/JS are 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 do not guarantee that Jems will be available without interruption or degradation of service at all times.



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However, the MA/JS will to the best of their 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 are 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. 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 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 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 homepage of the Jems platform. 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 French law. For any disputes arising out of or in connection with these Terms of Service or the access to or use of the Jems, the Administrative Tribunal of Lille shall have exclusive jurisdiction, if the dispute cannot be settled amicably.

**North-West Europe****DATA PROTECTION****General Remarks**

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.

A. 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 North-West Europe programme (NWE) and its activities, and in general for the implementation, documentation and provision of information of the Interreg NWE Programme.

2. The Hauts-de-France region as Managing Authority and represented by the Joint Secretariat of the NWE Programme, is entitled to process personal data, which are contained in the project application form and which are acquired by the organs and authorised representatives of the following bodies and authorities: control bodies and bodies and authorities involved in controls and audits carried out for the programme, European Commission, the European Anti-Fraud Office (OLAF), the European Court of Auditors (ECA) auditing bodies of the European Union, Member states or regions of the NWE area, or any other institution responsible for conducting audits or controls according to European Union's or national laws. In addition, the MA/JS 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
- Contractual agreements with the project beneficiaries
- Article 6 (1) letter c, e and f of the General Data Protection Regulation

4. For this purpose, the personal data are collected, processed and transmitted to the following official bodies involved in the implementation of Interreg North-West Europe:

- European Commission
- Auditing bodies of the European Union, Member states or regions of the NWE area
- Control bodies of the funding bodies and/or private-sector control bodies commissioned by these bodies
- Evaluators appointed by the respective programme authorities and/or the European Commission
- Members of the programme monitoring committee
- Institutions of the EU member States of the potential project partners and project participants or as part of the programme management
- European Anti-Fraud Office (OLAF)



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- 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

Data are not transmitted to or hosted in third countries (countries which are not members of the European Union).

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 North-West Europe in the structural fund period 2021-2027 are deleted after the statutory retention period.

They may be archived by the MA/JS 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 officer referred to below.

The provision of personal data is a legal requirement if you are 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:

Interreg North-West Europe Joint Secretariat, representing the Hauts-de-France region (Managing Authority).

If you have any questions on data protection, please contact the Data Protection Officer (DPO), appointed for the Interreg North-West Europe programme, by e-mail: s.batlle@gecottage.eu

Should you have any queries about the processing of your personal data, please contact the Joint Secretariat:

By email: nwe@nweurope.eu

By phone: +33 (0)320 78 55 00

By mail: Les Arcuriales, Entrée D, 6e étage, 45 rue de Tournai, 59000 Lille, France

B. 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



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

In line with Article 49 (3) of the CPR, the MA/JS are authorised to publish the following information:

- Name of the LP and its PPs;
- Name of the project;
- 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;
- ERDF funding amount and the total cost of the project;
- Programme specific objective concerned;
- Location indicator or geolocation for the project and the countries concerned;
- Location of the LP and its PPs;
- Type of intervention for the project in accordance with point (g) of Article 73 (2) of the CPR.

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

What are your data protection rights?

Interreg North-West Europe would like to make sure you are fully aware of all your data protection rights. Every user is entitled to the following:

- The **right to access** – You have the right to request Interreg North-West Europe for copies of your personal data.
- The **right to rectification** – You have the right to request that Interreg North-West Europe corrects any information you believe is inaccurate, if you have no access to correcting it yourself. You also have the right to request Interreg North-West Europe to complete the information you believe is incomplete, if you have no access to completing it yourself.
- The **right to erasure** – You have the right to request that Interreg North-West Europe erases your personal data, given that the programme is not under the obligation to keep the data for audit, archiving and/ or closure purposes.
- The **right to restrict processing** – You have the right to request that Interreg North-West Europe restricts the processing of your personal data, under certain conditions.
- The **right to object to processing** – You have the right to object to Interreg North-West Europe's processing of your personal data, under certain conditions.
- The **right to data portability** – You have the right to request that Interreg North-West Europe transfers the data that we have collected to another organisation, or directly to you, under certain conditions.



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COOKIE USAGE POLICY

What are cookies?

A cookie is a small text file that a website stores on your computer or mobile device when you visit the site. Only that website can read them. The purpose is to enable the site to remember your preferences (such as username, language, etc.) for a certain period of time. That way, you don't have to re-enter them when browsing around the site during the same visit.

How are cookies used in Jems?

Jems uses only own cookies, and none which are provided and/or stored by third party providers.

All cookies in Jems are session cookies, which are deleted when you quit your browser, i.e. cookies are not stored persistently on your computer.

When you create an account in Jems, you are asked to agree to this cookie policy by ticking "I have read and agree to the Terms of service and privacy policy and cookies usage policy *"

Types of cookies in Jems

1. Security Cookies

Security cookies help identify and prevent security risks. We use these cookies to authenticate users and protect user data from unauthorized parties.

2. Site Management Cookies

Site management cookies serve to maintain your identity or session in Jems. They are used to identify you when you navigate through Jems, and to help us determine if you are logged in.

How can you manage cookies?

1. Removing cookies from your device

You can delete all cookies that are already on your device by clearing the browsing history of your browser. This will remove all cookies from all websites you have visited.

Be aware though that you may also lose some saved information (e.g. saved login details, site preferences).

2. Blocking cookies

You can set most modern browsers to prevent any cookies being placed on your device, but you may then have to manually adjust some preferences every time you visit a site/page. And some services and functionalities may not work properly at all (e.g. profile logging-in).

3. Managing cookies

For more detailed control over cookies, check the privacy and cookie settings in your preferred browser.