

Terms of service, privacy policy and cookies usage policy for Joint Electronic Monitoring System (Jems)

Version 2

January 2023

1. Subject matter and scope

1.1 The Interreg VI-A Latvia–Lithuania Programme 2021–2027 (hereinafter - Programme) Joint electronic monitoring system (hereinafter - Jems) is provided for applicants and project 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 the Programme bodies to do the project and Programme monitoring.

1.2 These Terms of Service govern the relation between:

Ministry of Environmental Protection and Regional Development of Latvia, ensuring functions of the Managing Authority (hereinafter – MA) and Joint Secretariat (hereinafter - JS) of the Programme; 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 Control bodies, 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.

2. Jems users and organisations

2.1 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 Programme's MA/JS of such change or any substantial change and request in writing that the account is closed.

2.2 Users register in Jems with their email address 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 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.

2.3 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.

2.4 The Lead partners shall only grant access rights ('view', '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.

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

3. Using Jems

3.1 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.

3.2 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.

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

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

3.5 When full write and/or manage access are given to project partners by the Lead partner, project application, request for project modification and project progress report must however be submitted by a user employed by or representing the Lead partner's organisation.

3.6 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.

3.7 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 notified in a due time.

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

3.9 It is the responsibility of the Lead partner 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 update Terms of service, privacy policy and cookies usage policy from time to time.

5.2 Users are advised to review this Terms of service, privacy policy and cookies usage policy periodically for any changes. Changes to this Terms of service, privacy policy and cookies usage policy are effective when they are posted on Jems page.

6. Data protection

6.1 By using Jems, users agree to the collection and use of information in accordance with this policy. The Programme is committed to the protection of personal data, in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

The Jems controller is the Ministry of Environmental Protection and Regional Development of the Republic of Latvia having its registered address at Peldu street 25, Riga, LV-1494, Latvia. Contact email on data protection issues: das@varam.gov.lv
The Jems maintainer/processor is ALT RD Ltd.

6.2 When registering in Jems and using Jems, the user must provide certain personally identifiable information that can be used to contact or identify you ("Personal Data"). Personally identifiable information includes, but is not limited to:

- First and last name;
- Email address;
- password.

When reporting on project implementation, user may upload pictures from project events, documents on remuneration in projects, name, surname, email address of project partner's contact persons, name, surname of project partner's authorized representative.

6.3 Please note, that the personal data you have provided to us is processed for the following purpose: providing access to the Jems, assessing project application forms, awarding funds to selected projects, as well as implementing, managing, monitoring and evaluating the projects, for project verifications and audits and for communicating on the Programme and its actions and in general for the implementation, documentation and provision of information of the Programme. The basis and the need for processing personal data is Article 4 “Processing and protection of personal data” of Regulation (EU) 2021/1060¹ and implementation of approved by the European Commission Interreg VI-A Latvia-Lithuania Programme 2021-2027 (decision No. C(2022)7183 date 04.10.2022). All data is encrypted and securely transmitted through SSL. Jems also includes automatic data processing, however no automatic decision taking or profiling is foreseen. Data is stored in Jems till 31.12.2032.

6.4 The security of your data is important to the Programme, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

6.5 Jems users have the right to make claims and objections in accordance with the provisions of applicable law. Jems user may file a complaint with the Latvian Data State Inspectorate (Elijas iela 17, Riga, LV-1050, info@dvi.gov.lv)

6.6 To exercise your rights, please contact us using the contact details below. Information may be required to be erased (by sending an email to latlit@varam.gov.lv and requesting deletion of information by specifying certain data to be deleted).

6.7 The Programme’s MA 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: JS/MA, national control bodies and bodies and authorities involved in audits carried out for the Programme, European Commission, the European Anti-Fraud Office (OLAF), the European Court of Auditors (ECA) or any other institution responsible for conducting audits or controls according to European Union’s or national laws. In addition, the MA 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.

6.8 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. 2021/1059²
- Article 44 and 45 of Regulation (EU) No. 2021/1060

¹ Regulation (EU) 2021/1060 of the European Parliament and of the Council of 24 June 2021 laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy

² Regulation (EU) 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial cooperation goal (Interreg) supported by the European Regional Development Fund and external financing instruments

- Interreg VI-A Latvia-Lithuania Programme 2021-2027 No. 2021TC16RFCB026 (approved by the decision of European Commission No. C(2022)7183 on 04.10.2022)
- Subsidy Contracts with the Lead partners
- Article 6 (1) letter c, e and f of the General Data Protection Regulation

6.9 Applicants and project implementers 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 MA/JS through the Jems.

6.10 The provision of personal data is a legal requirement, if you are thereby concluding a Subsidy Contract between the Managing Authority and Lead partner and are claiming the disbursement of project funds.

6.11 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.

6.12 The MA/JS may disclose your Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation;
- To protect and defend the rights or property of Jems;
- To prevent or investigate possible wrongdoing in connection with the Jems;
- To protect the personal safety of users of the Jems or the public;
- To protect against legal liability.

6.13 In line with Article 49 (3) of the Regulation (EU) 2021/1060, 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 ERDF 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 Regulation (EU) 2021/1060.

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.

7. Cookie policy

7.1 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.

7.2 Jems uses only own cookie and it is not stored by third party providers.

7.3 Jems uses only necessary and functional cookie. You cannot refuse to use this cookie since it is not possible to ensure the functioning of the website in its absence.

Cookie	Group	Description	Expiration
JSESSIONID	Necessary	This cookie ensures that JEMS recognizes which user has logged in the system and which data has to be shown to this user.	Session

7.4 JSESSIONID cookie in Jems is session cookie, which is deleted when you quit your browser, i.e. cookie is not stored persistently on your computer.

7.5 If you have any questions about this Terms of service, privacy policy and cookies usage policy, please contact us by email: latlit@varam.gov.lv.