

TERMS OF USE FOR THE JIT ELECTRONIC APPLICATION FORM SYSTEM

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS GOVERNING THE USE OF THE JIT ELECTRONIC APPLICATION FORM SYSTEM CAREFULLY BEFORE USING THE SYSTEM.

ACCESS TO THE JIT ELECTRONIC APPLICATION FORM SYSTEM IS SUBJECT TO PRIOR ACCEPTANCE OF THESE TERMS OF USE.

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1. Definitions

(a) Unless otherwise expressly stated to the contrary, terms used herein shall bear the following meanings:

Eurojust Decision - means Council Decision 2002/187/JHA of 28 February 2002 setting up Eurojust with a view to reinforcing the fight against serious crime as amended by Council Decision 2003/659/JHA and by Council Decision 2009/426/JHA of 16 December 2008 on the strengthening of Eurojust;

JIT - means a cooperation tool based on an agreement between competent authorities of two or more States, established for a limited duration and a specific purpose, to carry out criminal investigations in one or more of the involved States, as set out in an international instrument applicable between them.

JIT-PS - means the Eurojust's Joint Investigation Teams Portal and electronic application System, a system allowing:

- the submission to Eurojust of applications for financial assistance to support the functioning of Joint Investigation Teams;
- the storing and further processing of the data included in the above-mentioned applications.

JIT-PS data - means any data, information or communication submitted via the JIT-PS;

Eurojust means the European Judicial Cooperation Unit established in The Hague, The Netherlands;

Decision - means any decision adopted by Eurojust in the context of awarding the JIT grants;

Party - means any legal entity that has been signed up into JIT-PS to get access rights and to be allowed to submit information and/or JIT-PS data. A party may only have one account in the system;

User - means the person(s) whom the Party has nominated and authorised to have access to and use JIT-PS;

Terms of Use - means these terms and conditions as amended and in force;

Personal Data - means any information relating to an identified or identifiable natural person (*'data subject'*); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity;

Withdrawal of an application - means utilising the provided functionality to indicate the withdrawal of a submitted application for financial support for a JIT.

(b) Headings are for ease of reference only and do not form part of these Terms of Use. Words denoting the singular include the plural and vice versa and words denoting one gender include all genders.

2. The JIT-PS (Portal & System) Service

JIT-PS provides Parties with an online platform supporting both JIT applicants/ practitioners and Eurojust/ JIT Network Secretariat

- Facilitating the JIT applicant's request for funding support
- Reducing manual processing of data and related potential human error that such a processing might entail;
- Using a 'user-friendly' and 'automated' form to limit the risk of error from JIT applicants and facilitate checks performed by the Secretariat;
- Improving in data protection and data security for applicant data; applications can contain sensitive case-related information but are currently sent via email
- Developing JIT secretariat capacity to produce statistics (for internal purposes as well as for discussions with relevant stake holders).

3. Acceptance and Acknowledgement of the Terms and Conditions

(a) In order to access JIT-PS, the User shall log in by using its registered user ID(s) and user password(s). Access to and use of the JIT-PS service is granted to the Party subject to and in accordance with these Terms of Use.

(b) Before signing-up into JIT-PS by creating a JIT-PS account consisting of a user ID and user password, each User has to read and agree to these Terms of Use.

(c) Eurojust reserves the absolute right, at its sole discretion, to vary these Terms of Use in any way and at any time, and the Users of the Party will be requested to read and accept the amended Terms of Use upon their first attempt to login to JIT-PS after the variations have been made.

By logging-in and/or continuing to use JIT-PS, the Users of the Party specifically accept these Terms of Use as varied.

4. Conditions of Use

(a) A Party is entitled to use JIT-PS for the purpose of editing an application for a grant for a JIT with a view to submitting it to Eurojust to apply for a JIT grant and its processing by Eurojust.

After the submission of a first application, a JITs-PS account also gives the user(s) access to the Membership Restricted Area of the JITs Network website. Specific conditions of use, warranties and limitations of liability related to this website are set out in Section 8.

JIT-PS may not be used for any other purposes.

(b) The Party agrees that any Users applying the user ID(s) and user password(s) to login to JIT-PS are acting on behalf of the Party and have the legal authority to act on its behalf. A reference in these Terms of Use to the Users of the Party logging onto JIT-PS, or continuing to use JIT-PS, or otherwise accessing JIT-PS, shall include any such act done by any person using the user ID(s) and/or user password(s) of the Party (whether authorised by the Party or not).

(c) The User warrants that he is legally entitled to act as a representative of the Party for the purpose of utilising JIT-PS.

(d) The Party agrees that it will obtain the consent of Data Subjects before it submits Personal Data via JIT-PS, if submitting or processing Personal Data in JIT-PS so legally requires. If the Party has not obtained such consent, the Personal Data shall not be submitted.

(e) The Party also consents (and has obtained the consent of any Data Subjects) that the Personal Data provided by it may be processed by Eurojust and/or any other third parties, who may be required to do so under the applicable Union legislation. Further information on the processing of Personal Data in the context of JIT-PS is available in the part of the Terms of Use specifically addressing the use of personal data below.

(f) Under the Terms of Use and subject to the purposes thereof, Eurojust shall be permitted to access, reproduce, review, use, extract, and store any of the JIT-PS data.

(g) The Party agrees to keep the details of its Users up to date at any time.

(h) Under these Terms of Use the submitted data will be retained for at least an initial period of 7 years as of the date of submission. After this initial period the need for keeping the information will be considered.

5. Delivery of JIT-PS Data and Warranties

(a) All JIT-PS data shall be provided to Eurojust in a virus-free electronic format according to the format and procedures specified by Eurojust or in such other manner as may be determined and promulgated by Eurojust. JIT-PS data shall not be deemed received by Eurojust until the time it arrives at a Eurojust server.

(b) An application for a JIT grant submitted via JIT-PS shall not be considered as received by Eurojust until all the JIT-PS data necessary to process it was received at a Eurojust server.

(d) Eurojust and the Party acknowledge that the Internet is, due to unpredictable traffic congestion, malicious third parties and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond the Party's or Eurojust's control. The Party and Eurojust acknowledge that, as a result of such unreliability, there may be delays in the transmission and receipt of its information, communication or other material resulting in delays in the processing of such information, communication or other material submitted through JIT-PS.

Eurojust and the Party recognize that it is impossible to maintain flawless security. Eurojust uses its utmost efforts to ensure that JIT-PS will perform correctly. Eurojust shall not be liable for any unauthorised access to JIT-PS by any third party or for failures, errors or delays relating to Party's Internet connections.

(e) The Party declares warrants and undertakes to Eurojust that:

(i) any JIT-PS data submitted by it is true, up to date and accurate and not misleading, incomplete or false;

(ii) any JIT-PS data submitted to Eurojust through JIT-PS by means of the Party's JIT-PS account shall be deemed to be submitted by the Party.

(f) Furthermore, the Party hereby warrants to Eurojust that:

- (i) all information provided to Eurojust in relation to its application to become a Party and all information which may subsequently be provided for the maintenance of its status as a Party from time to time is complete, correct and up to date;
- (ii) its registration for use of JIT-PS and its acceptance and performance of its obligations under these Terms of Use have been duly authorised with all necessary internal or third party approvals obtained and do not violate any law, regulation or other agreement binding on the Party;
- (iii) in relation to its using JIT-PS, it shall comply with all laws and regulations applicable to Eurojust including, without limitation, all procedures and instructions notified or published by Eurojust.

6. Withdrawal of an Application

(a) The Party acknowledges that after withdrawal of an application utilising the provided withdraw functionality, the JIT-PS data already submitted by the Party will as a whole or in part be kept in conformity with these Terms of Use on record for administrative or auditory purposes to the extent necessary for Eurojust to carry out its legal obligations stemming from any applicable EU legislation.

(b) The Party also acknowledges that after a withdrawal of an application Eurojust shall not be deemed as obliged to preserve the submitted JIT-PS data, reinstate such data or re-create such data on a request by the Party or any other third party. Eurojust will not take any such information into account for the purpose of considering any previous or future JIT application. Any new application will need to be entered entirely anew into the JIT-PS system.

7. Disclaimer and Limitation of Liability

(a) This provision is without prejudice to Articles 24 and 27c of the Eurojust Decision concerning the liability of Eurojust.

(b) The Party acknowledges that any use of or reliance upon any part of JIT-PS shall be at its sole risk. The Party further acknowledges that use of JIT-PS is provided on an "AS IS" and "AS AVAILABLE" basis and without warranty or condition of any kind, either expressed or implied.

(c) Eurojust assumes no responsibility of any kind for any submission made through JIT-PS. By logging onto and/or continuing to use JIT-PS and/or by providing Users with passwords to be used for submission of JIT-PS data, the Party is fully responsible for all JIT-PS data provided to Eurojust through JIT-PS. Eurojust shall not be liable or responsible (whether in tort, contract or otherwise) for any claim for any losses or damages of any kind (whether direct or indirect) whatsoever and howsoever arising from the use of or reliance upon JIT-PS or any related system or software including any mishandling, omission, non-delivery, delay, negligent or unauthorised use of JIT-PS or of the Party's registered user ID(s) and user password(s).

(d) Eurojust accepts no responsibility of any kind for the accuracy, completeness or reliability of the content or format of any JIT-PS data at any time before or after submission made through JIT-PS. It is the sole responsibility of the Party to ensure that all JIT-PS data is accurate and

compliant with all applicable legal provisions and that such data has been approved for submission by the Party.

(e) Eurojust shall not be liable for any action taken or for any failure, hindrance or delay in the performance in whole or in part of its obligations under these Terms of Use if such action, failure, hindrance or delay arises out of causes beyond the control of Eurojust.

8. Intellectual Property Rights

(a) Save for any intellectual property rights which the Party may have in relation to any JIT-PS data, the Party acknowledges that the contents and materials of JIT-PS (including the organisation and layout of the website) are proprietary to Eurojust or third parties and the copyright, database rights, list rights and other intellectual property rights in them belong to Eurojust or third parties.

(b) The Party acknowledges that JIT-PS and related systems and software are proprietary to Eurojust. The Party shall not tamper with, modify, decompile, reverse engineer or otherwise alter the JIT-PS or any of the related software and the Party shall not attempt to gain unauthorised access to any part of the Eurojust.

9. Miscellaneous Provisions

(a) If any provision herein is held to be invalid or unenforceable to any extent, then such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. Each provision of these Terms of Use is severable, and if one or more provisions are declared invalid or unenforceable, the remaining provisions of these Terms of Use will remain in full force and effect.

(b) These Terms of Use are not intended to contravene any mandatory requirements laid down in the applicable legislation, nor to exclude liability for matters, which may not be excluded under such regulations.

(c) The Terms of Use shall be governed by and construed in accordance with the European Union law where necessary supplemented by the Dutch law.

10. Modification, Discontinuance or Termination

(a) Eurojust reserves the right to modify or discontinue, temporarily or permanently, JIT-PS (or any part or feature thereof) at any time after giving prior notification to the Party if it is practicable, or otherwise, without any prior notification if such notification is not practicable. Eurojust may terminate or suspend the Party's access to all or part of JIT-PS with effect from any time as it considers appropriate for any reason including, without limitation, breach of these Terms of Use or any other terms or conditions as prescribed by Eurojust from time to time.

(b) Eurojust shall be entitled, in its sole discretion, to temporarily suspend all or part of JIT-PS in order to upgrade or modify JIT-PS or any related systems or software and/or to restrict the

Party's access to and use of JIT-PS where Eurojust considers it reasonably necessary for the operation or maintenance of JIT-PS or any related systems or software. Eurojust shall not be liable to the Party or any third party for any claims of any kind related to such termination, restriction or suspension of JIT-PS.

11. Specific provisions applicable to the Membership Restricted Area of the JITs Network website

(a) All external users are responsible for the accuracy of the information they disclose on the Membership Restricted Area or for any link to external sites [in accordance with the Rules of Procedure on the Processing and Protection of Personal Data at Eurojust (2005/C 68/01)]. The JITs Network Secretariat cannot be held responsible for the content of the information transmitted by the users for the Membership Restricted Area.

(b) the user agrees :

- never to exchange, post or provide any case-related and/or classified information in the Membership Restricted Area, and to immediately inform the JITs Network Secretariat of any case-related and/or classified information posted or otherwise available in the Membership Restricted Area
- not to post any content containing illegal, xenophobic, predatory, discriminatory, threatening or harassing information or to post information for the purpose of commercial marketing;
- that the JITs Network Secretariat can remove any content posted by the user without providing a notification or reason for the removal;
- that content posted by the user will remain on the Membership Restricted Area of the JITs Network website even after the user's account has been terminated unless the user manually removes his/her posts prior to termination of the account;
- that access to the Membership Restricted Area of the JITs Network website can be denied at the request of the JITs Network Secretariat without prior warning.

(c) The JITs Network Secretariat makes no representations or warranties as to whether the information accessible via the website, or any website to which the material is linked, is accurate, complete, or current. The user is responsible for evaluating the accuracy and completeness of all information, opinions and other material on the website or any website to which the material is linked.

12. Privacy Statement

Processing of personal data submitted in the framework of Eurojust's financial support to JITs activities, Eurojust's Joint Investigation Teams Portal and electronic application System

Eurojust Council Decision, Rules on the processing and protection of personal data at Eurojust (hereinafter referred as the DP rules¹) and Additional rules defining some specific aspects of the application of the rules on the processing and protection of personal data at Eurojust to non-case-related operations (hereinafter referred as Additional rules)(hereinafter "the DP Rules") apply to the processing of personal data carried out in the framework of Eurojust's financial support to JITs activities, Eurojust's Joint Investigation Teams Portal and electronic application System (JITs-PS).

Further to Article 8 DP Rules, Eurojust provides the data subjects with the following information:

- The controller is the JITs Network Secretariat.
Contact details:

JITs Network Secretariat
EUROJUST
Johan de Wittlaan 9
2517 JR The Hague – The Netherlands

Fax: +31 (0)70 4125099

E-mail: JITs@eurojust.europa.eu

- The JITs PS is an information system allowing :
 - the submission to Eurojust by national authorities, using a dedicated account, of applications for financial assistance to support the functioning of Joint Investigation Teams;
 - the storing and further processing of the data included in the above-mentioned applications.

After the submission of a first application, a JITs-PS account also gives the user(s) access to the Membership Restricted Area of the JITs Network website.

- The legal basis of the processing operation at stake is the Eurojust Decision, in particular Articles 3 and 9f.
- The purpose of the processing is to support the processing of applications for financial support to JIT activities, the management of JITs grants and to comply with Eurojust's budgetary control and auditing obligations.

¹ (OJ C 68, 19.3.2005)

- The categories of data collected and used for the processing operations are the identity and/or contact details of the contact person(s), JIT leader(s), member(s) and other competent authorities included in the applications for financial support to JIT activities or in other documents, including relevant attachments.
- The means used to collect the personal data are the following :
 - On-line creation of individual accounts on the JITs portal ;
 - Completion and submission of web-forms via the created individual accounts ;
 - Import/upload of the data into a database.
- How does Eurojust protect the information?

The JITs PS technical platform is regularly reviewed and updated. Appropriate physical, electronic, and managerial procedures are in place to safeguard and help prevent unauthorized access, maintain data security, and correctly use the personal information collected.

- Personal data are accessible only to :
 - Authorized staff members and Seconded National Experts of the JITs Network Secretariat, Eurojust's Budget, Finance and Procurement and Information management units.
 - The members of the Evaluation Committee, composed of a Eurojust National Member (or one Deputy or Assistant) and two Eurojust staff members ;
 - Eurojust's Data Protection Officer and the staff members of Eurojust's Data Protection Service and members of the Joint Supervisory Body².
 - Authorized interims and interns may be granted access only on a need to know basis, for the purpose of supporting the management of grants and associated tasks.
- The possible recipients of the data are staff members of the Commission, OLAF and the Court of Auditors for the purposes of checks and audits.
- Data retention period
Personal data included in the JITs-PS will be stored for duration of seven (7) years following data entry in the system. Continued storage of personal data beyond this period may be justified for audit purposes exclusively and shall be subject to a specific deadline. Observance of the storage periods referred to in this paragraph will be reviewed periodically by appropriate automated processing.

The user's activities, including username, IP address and use of the JITs-PS and the Membership Restricted Area of the JITs Network website, will be logged for verification of lawfulness of processing, ensuring the integrity and security of personal data and retained electronically for a maximum period of one (1) year;

- Rights of data subjects
In case a person wishes to exercise at any time his/her rights as a data subject to access, correct, block or delete his/her personal data as defined in the DP Rules, he/she should address the JITs Network Secretariat. A person also has the right to put forward

² As set out in Article 23 of the Eurojust Decision

requests for information, enquiries or claims for an alleged breach of the DP Rules to the Data Protection Officer of Eurojust (dpo@eurojust.europa.eu).

If a person is not satisfied with Eurojust's decision, he/she may appeal against that decision before the JSB within 30 days of receiving Eurojust's decision via jsb@eurojust.europa.eu³.

³ For more information [http://www.eurojust.europa.eu/doclibrary/Eurojust-framework/jsb/jsb/Know%20your%20rights%20\(leaflet\)/Know-Your-Rights-EN.pdf](http://www.eurojust.europa.eu/doclibrary/Eurojust-framework/jsb/jsb/Know%20your%20rights%20(leaflet)/Know-Your-Rights-EN.pdf)