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LEGISLATIVE ACTS AND OTHER INSTRUMENTS

Subject:	Agreement, in the form of an Exchange of Letters, amending and supplementing the Agreement for scientific and technological cooperation between the European Union and the Hashemite Kingdom of Jordan, setting out the terms and conditions for the participation of the Hashemite Kingdom of Jordan in the Partnership for Research and Innovation in the Mediterranean Area (PRIMA)

AGREEMENT,
IN THE FORM OF AN EXCHANGE OF LETTERS,
AMENDING AND SUPPLEMENTING THE AGREEMENT
FOR SCIENTIFIC AND TECHNOLOGICAL COOPERATION
BETWEEN THE EUROPEAN UNION
AND THE HASHEMITE KINGDOM OF JORDAN,
SETTING OUT THE TERMS AND CONDITIONS
FOR THE PARTICIPATION OF THE HASHEMITE KINGDOM OF JORDAN
IN THE PARTNERSHIP FOR RESEARCH AND INNOVATION
IN THE MEDITERRANEAN AREA (PRIMA)

A. Letter from the Union

Sir/Madam,

I have the honour to refer to the Agreement for scientific and technological cooperation between the European Union and the Hashemite Kingdom of Jordan, setting out the terms and conditions for the participation of the Hashemite Kingdom of Jordan in the Partnership for Research and Innovation in the Mediterranean Area (PRIMA)[1] (hereinafter referred to as the "PRIMA Agreement"). The PRIMA Agreement provided for the terms and conditions for the participation of Jordan in PRIMA. The terms and conditions are those set out in Decision (EU) 2017/1324 of the European Parliament and of the Council[2] (hereinafter referred to as the "PRIMA Decision") and this Agreement shall remain in force as long as the PRIMA Decision is in force. The PRIMA Decision foresaw that the final activities to be funded under Horizon 2020, including the final calls for proposals under the relevant annual work plans had to be launched by 31 December 2024 and, in duly justified cases, by 31 December 2025. In order to prolong its activities, the PRIMA Decision had to be amended and incorporated into Horizon Europe.

[1] Agreement for scientific and technological cooperation between the European Union and the Hashemite Kingdom of Jordan setting out the terms and conditions for the participation of the Hashemite Kingdom of Jordan in the Partnership for Research and Innovation in the Mediterranean Area (PRIMA) (OJ EU L 348, 29.12.2017, p. 29).

[2] Decision (EU) 2017/1324 of the European Parliament and of the Council of 4 July 2017 on the participation of the Union in the Partnership for Research and Innovation in the Mediterranean Area (PRIMA) jointly undertaken by several Member States (OJ EU L 185, 18.7.2017, p. 1).

Following the adoption of Decision (EU) 2024/1167 of the European Parliament and of the Council[1] amending Decision (EU) 2017/1324 (hereinafter referred to as "the amended PRIMA Decision") as regards the continuation of the Union's participation in PRIMA under Horizon Europe, there is a need to amend and supplement the PRIMA Agreement in order to align that agreement to the amended PRIMA Decision so as to allow Jordan to continue to be considered a Participating State under Horizon Europe pursuant to Article 1(2) of the amended PRIMA Decision. Moreover, in view of the new financial rules, it is necessary to integrate fully into the PRIMA Agreement the implementing arrangements for mutual assistance, concluded pursuant to Article 2 of the PRIMA Agreement, as set out in this agreement in the form of an Exchange of Letters. Therefore, in order to amend the PRIMA Agreement and fully integrate the implementing arrangements for mutual assistance, the following amendments are proposed:

1. Article 2 is replaced by the following:

"The terms and conditions for the participation of Jordan in PRIMA shall be those set out in Decision (EU) 2017/1324 of the European Parliament and of the Council[2]. The Parties shall comply with the obligations established by Decision (EU) 2017/1324 and take appropriate measures, in particular by providing all necessary assistance in order to ensure the application of Article 10(2) and Article 11(3), (3a) and (4) of that Decision. The detailed arrangements for assistance are set out in the Annex.".

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[1] Decision (EU) 2024/1167 of the European Parliament and of the Council of 11 April 2024 amending Decision (EU) 2017/1324 as regards the continuation of the Union's participation in the Partnership for Research and Innovation in the Mediterranean Area (PRIMA) under Horizon Europe (OJ EU L, 2024/1167, 19.4.2024, ELI: http://data.europa.eu/eli/dec/2024/1167/oj).

[2] Decision (EU) 2017/1324 of the European Parliament and of the Council of 4 July 2017 on the participation of the Union in the Partnership for Research and Innovation in the Mediterranean Area (PRIMA) jointly undertaken by several Member States (OJ EU L 185, 18.7.2017, p. 1).

2. The following Article 7 is inserted:

"The detailed arrangements for assistance essential to the cooperation are integrated as an Annex to this Agreement and form an integral part thereof.".

3. The following Annex is attached to the PRIMA Agreement:

"ANNEX

On mutual assistance pursuant to Article 2

The modalities for mutual assistance outlined in this Annex concern in particular the application of Article 10(2) and Article 11(3), (3a) and (4) of Decision (EU) 2017/1324 regarding indirect actions funded pursuant to Article 6(1), point (a), of that Decision (hereinafter referred to as "indirect actions").

ARTICLE 1

Audits, reviews and checks

1. The Jordanian authorities are required under Article 2 of the Agreement to provide the necessary assistance for audits of expenditure. In connection with such audits, PRIMA Implementing Structure (PRIMA Foundation) staff and other persons mandated by PRIMA Foundation, the Commission agents and other persons mandated by the Commission, as well as by the European Court of Auditors, shall have appropriate access to sites, works and documents (both electronic and paper versions) and to all the information required, to carry out audits, reviews and checks, regarding participants in indirect actions established in the Hashemite Kingdom of Jordan, in accordance with their respective competences and the applicable rules, including Decision (EU) 2017/1324 and the applicable terms and conditions set out in the respective grant agreements or contracts.

Where the implementation of an action is outsourced or sub-delegated, in whole or in part, or where it required the award of a procurement contract or financial support to a third party, PRIMA Foundation staff and other persons mandated by PRIMA Foundation, the Commission agents and other persons mandated by the Commission, as well as by the European Court of Auditors, shall be able to conduct audits, reviews and checks in accordance with their respective competences, regarding legal entities established in the Hashemite Kingdom of Jordan.

2. The audits, reviews and checks may be carried out after Decision (EU) 2017/1324 as amended by Decision (EU) 2024/1167 or the Agreement expire or after the termination of the Agreement, as long as it is necessary for the implementation of PRIMA.

ARTICLE 2

Investigations by the European Anti-Fraud Office (OLAF) and the European Public Prosecutor's Office (EPPO)

1. The Jordanian authorities are required under Article 2 of the Agreement to provide the necessary assistance for investigations by OLAF. In that connection, the Commission (through OLAF) shall be able to carry out investigations, including on-the-spot checks and inspections, in accordance with the provisions and procedures laid down in Council Regulation (Euratom, EC) No 2185/96[1] and Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council[2], with a view to establishing whether there has been fraud, corruption, or any other illegal activity affecting the financial interests of the Union in connection with a grant agreement, a grant decision, or a contract funded, directly or indirectly, in accordance with Decision (EU) 2017/1324 as amended by Decision (EU) 2024/1167.

[1] Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ EU L 292, 15.11.1996, p. 2).

[2] Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ EU L 248, 18.9.2013, p. 1).

Where the implementation of an action is outsourced or sub-delegated, in whole or in part, or where it required the award of a procurement contract or financial support to a third party, OLAF shall be able to conduct its investigations in accordance with its respective competences, regarding concerned legal entities established in the Hashemite Kingdom of Jordan.

2. OLAF shall prepare and carry out such on-the-spot checks and inspections in close cooperation with the competent Jordanian authority designated by the Hashemite Kingdom of Jordan.

For the purposes of this point, the designated Jordanian authority is the Higher Council for Science and Technology. OLAF shall notify the designated authority in good time of the object, purpose and legal basis of the on-the-spot checks and inspections, so that it can provide any necessary assistance. To that end, the staff of the competent Jordanian authorities may participate in such on-the-spot check and inspections.

3. If the designated Jordanian authority so wishes, it may carry out the on-the-spot checks and inspections jointly with OLAF.

4. If the concerned participants in indirect actions or legal entities established in the Hashemite Kingdom of Jordan resist an on-the-spot check or inspection, the Jordanian authorities, acting in accordance with national rules, shall provide the staff of OLAF the necessary assistance so as to enable it to conduct its on-the-spot checks and inspections effectively and without undue delay.

5. OLAF endeavours to inform the Jordanian authorities of the result of such checks and inspections.

6. The Jordanian authorities shall cooperate with the European Public Prosecutor's Office[1] to allow it to fulfil its duty to investigate, prosecute and bring to judgment the perpetrators of, and accomplices to, criminal offences affecting the financial interests of the Union in accordance with the applicable legislation.

ARTICLE 3

Information and consultation

1. The Parties shall exchange information for mutual assistance under the Agreement on a regular basis, unless prohibited from doing so by applicable rules and, at the request of one of the Parties, conduct consultations.

2. The competent Jordanian authorities shall inform the Commission and/or OLAF, within a reasonable time period, of information which has come to their notice relating to suspected or established irregularities in the conclusion and/or performance of the grant agreements or contracts concluded to implement indirect actions.

[1] Council Regulation (EU) 2017/1939 of 12 October 2017 implementing enhanced cooperation on the establishment of the European Public Prosecutor's Office ("the EPPO") (OJ EU L 283, 31.10.2017, p. 1).

ARTICLE 4

Confidentiality

The Parties shall protect information communicated or acquired in any form under the Agreement in the same way as similar information is protected by their applicable rules. Such information shall not be communicated to persons other than those within the PRIMA Foundation, Union institutions, the Participating States or in the Hashemite Kingdom of Jordan whose functions require them to be apprised thereof, and such information shall not be used for purposes other than to ensure effective protection of the Parties' financial interests.".

I would be grateful if you could confirm the agreement of your Government to the above. If you do agree with this letter, the latter together with your confirmation reply shall constitute an agreement, in the form of an Exchange of Letters, amending and supplementing the PRIMA Agreement. This agreement in the form of an Exchange of Letters shall enter into force when the Union and the Hashemite Kingdom of Jordan have notified each other of the completion of their respective internal approval procedures to conclude this agreement.

Please accept, Sir/Madam, the assurance of my highest consideration.

For the European Union

B. Letter from the Hashemite Kingdom of Jordan

Sir/Madam,

I have the honour to acknowledge receipt of your letter of today's date which reads as follows:

> "I have the honour to refer to the Agreement for scientific and technological cooperation between the European Union and the Hashemite Kingdom of Jordan, setting out the terms and conditions for the participation of the Hashemite Kingdom of Jordan in the Partnership for Research and Innovation in the Mediterranean Area (PRIMA)[1] (hereinafter referred to as the "PRIMA Agreement"). The PRIMA Agreement provided for the terms and conditions for the participation of Jordan in PRIMA. The terms and conditions are those set out in Decision (EU) 2017/1324 of the European Parliament and of the Council[2] (hereinafter referred to as the "PRIMA Decision") and this Agreement shall remain in force as long as the PRIMA Decision is in force. The PRIMA Decision foresaw that the final activities to be funded under Horizon 2020, including the final calls for proposals under the relevant annual work plans had to be launched by 31 December 2024 and, in duly justified cases, by 31 December 2025. In order to prolong its activities, the PRIMA Decision had to be amended and incorporated into Horizon Europe.

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2. The competent Jordanian authorities shall inform the Commission and/or OLAF, within a reasonable time period, of information which has come to their notice relating to suspected or established irregularities in the conclusion and/or performance of the grant agreements or contracts concluded to implement indirect actions.

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Confidentiality

The Parties shall protect information communicated or acquired in any form under the Agreement in the same way as similar information is protected by their applicable rules. Such information shall not be communicated to persons other than those within the PRIMA Foundation, Union institutions, the Participating States or in the Hashemite Kingdom of Jordan whose functions require them to be apprised thereof, and such information shall not be used for purposes other than to ensure effective protection of the Parties' financial interests.".

I would be grateful if you could confirm the agreement of your Government to the above. If you do agree with this letter, the latter together with your confirmation reply shall constitute an agreement, in the form of an Exchange of Letters, amending and supplementing the PRIMA Agreement. This agreement in the form of an Exchange of Letters shall enter into force when the Union and the Hashemite Kingdom of Jordan have notified each other of the completion of their respective internal approval procedures to conclude this agreement.".

I have the honour to confirm that my Government is in agreement with the content of your letter and that the letter from the Union and this letter from the Hashemite Kingdom of Jordan constitute an agreement in the form of an exchange of letters amending and supplementing the PRIMA Agreement in accordance with your proposal.

Please accept, Sir/Madam, the assurance of my highest consideration.

For the Hashemite Kingdom of Jordan