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**RECH 22
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MIGR 21
RELEX 71**

LEGISLATIVE ACTS AND OTHER INSTRUMENTS

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

AGREEMENT,
IN THE FORM OF AN EXCHANGE OF LETTERS,
BETWEEN THE EUROPEAN UNION
AND THE KINGDOM OF MOROCCO
AMENDING AND SUPPLEMENTING THE AGREEMENT
FOR SCIENTIFIC AND TECHNOLOGICAL COOPERATION
BETWEEN THE EUROPEAN UNION
AND THE KINGDOM OF MOROCCO
SETTING OUT THE TERMS AND CONDITIONS
FOR THE PARTICIPATION OF THE KINGDOM OF MOROCCO
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 Kingdom of Morocco setting out the terms and conditions for the participation of the Kingdom of Morocco in the Partnership for Research and Innovation in the Mediterranean Area (PRIMA), done at Brussels on 10 April 2018 (the "PRIMA Agreement"). The purpose of the PRIMA Agreement is to set out the terms and conditions for the participation of the Kingdom of Morocco in PRIMA. Those terms and conditions are set out in Decision (EU) 2017/1324 of the European Parliament and of the Council¹ (the "PRIMA Decision"), and the PRIMA Agreement shall remain in force as long as the PRIMA Decision is in force. The PRIMA Decision states that the final activities to be funded under the Framework Programme for Research and Innovation (2014-2020) ("Horizon 2020"), including the final calls for proposals under the relevant annual work plans, were to be launched by 31 December 2024 or, in duly justified cases, by 31 December 2025. In order to prolong its activities, it was necessary for the PRIMA Decision to be amended and incorporated into Horizon Europe - the Framework Programme for Research and Innovation ("Horizon Europe").

¹ 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 L 185, 18.7.2017, p. 1, ELI: <http://data.europa.eu/eli/dec/2017/1324/oj>).

Following the adoption of Decision (EU) 2024/1167 of the European Parliament and of the Council¹, which amended the 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 it to the PRIMA Decision as amended by Decision (EU) 2024/1167, so as to allow the Kingdom of Morocco to continue to be considered as a Participating State under Horizon Europe pursuant to Article 1(2) of the PRIMA Decision as amended by Decision (EU) 2024/1167. 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. Those amendments constitute the subject matter of this Agreement, in the form of an Exchange of Letters, between the European Union and the Kingdom of Morocco amending and supplementing the Agreement for scientific and technological cooperation between the European Union and the Kingdom of Morocco setting out the terms and conditions for the participation of the Kingdom of Morocco in the Partnership for Research and Innovation in the Mediterranean Area (PRIMA).

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 L, 2024/1167, 19.4.2024, ELI: <http://data.europa.eu/eli/dec/2024/1167/oj>).

Therefore, the following amendments are proposed to the PRIMA Agreement:

1. Article 2 is replaced by the following:

"ARTICLE 2

Terms and conditions for the participation of Morocco in PRIMA

The terms and conditions for the participation of Morocco in PRIMA shall be those set out in Decision (EU) 2017/1324*. 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 such assistance are set out in the Annex to this Agreement.

* As amended by 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 L, 2024/1167, 19.4.2024, ELI: <http://data.europa.eu/eli/dec/2024/1167/oj>).";

2. the following Article is added:

"ARTICLE 8

The detailed arrangements for assistance essential to the cooperation are set out in the Annex to this Agreement and form an integral part of this Agreement.";

3. the following Annex is added:

"ANNEX

Arrangements for mutual assistance pursuant to Article 2

The arrangements 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 by the Union pursuant to Article 6(1), point (a), of that Decision ("indirect actions"). The arrangements outlined in this Annex do not in any way entail the extra-contractual liability of competent Moroccan authorities in the event of irregularities detected during financial checks, audits, reviews and inspections carried out under those Articles.

ARTICLE 1

Audits, reviews and checks

1. The Moroccan authorities are required, under Article 2 of this Agreement, to provide the necessary assistance for audits, reviews and checks of expenditure by facilitating the performance of those audits, reviews and checks, including in cases where the implementation of an action is outsourced or sub-delegated, in whole or in part, or where it requires the award of a procurement contract or financial support to a third party. In that regard, the PRIMA Implementing Structure, namely the PRIMA Foundation, shall provide the designated Moroccan authority, in advance, with the basic information related to any missions carried out for the purpose of those audits, reviews and checks, thus enabling the designated Moroccan authority to facilitate those missions; such information not being a legal precondition for carrying out such audits, reviews and checks.

For the purposes of this paragraph, the designated Moroccan authority is the Ministry of Higher Education, Scientific Research and Innovation.

2. The audits, reviews and checks may be carried out after the expiry of Decision (EU) 2017/1324 or of this Agreement or after the termination of this Agreement, provided that 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 Moroccan authorities are required under Article 2 of this Agreement to provide the necessary assistance for investigations carried out by the European Anti-Fraud Office (OLAF) as well as in cases where the implementation of an action is outsourced or sub-delegated, in whole or in part, or where it requires the award of a procurement contract or financial support to a third party, with due respect to Moroccan national law. OLAF shall prepare and carry out on-the-spot checks and inspections in the Kingdom of Morocco in close cooperation with the competent designated Moroccan authority, and as provided for in Article 11(3) of Decision (EU) 2017/1324 and in Article 2 of this Agreement.

For the purposes of this paragraph, the designated Moroccan authority is the Ministry of Higher Education, Scientific Research and Innovation. OLAF shall notify the designated Moroccan authority in advance of the subject matter, purpose and legal basis of such on-the-spot checks and inspections in the Kingdom of Morocco, so that that authority can provide any necessary assistance. To that end, the staff of the competent designated Moroccan authority may participate in such on-the-spot checks and inspections, upon its request.

2. If the participants concerned in indirect actions or legal entities established in the Kingdom of Morocco resist an on-the-spot check or inspection, the Moroccan authorities, acting in accordance with Moroccan national law, shall provide the staff of OLAF with the necessary assistance so as to enable it to conduct, in close cooperation with those authorities, its on-the-spot checks and inspections effectively and without undue delay.
3. If the designated Moroccan authority so wishes, it may carry out the on-the-spot checks and inspections jointly with OLAF.
4. OLAF shall inform the Moroccan authorities of the results of on-the-spot checks and inspections in due time to enable them to take appropriate action in accordance with Moroccan national law.
5. The Moroccan authorities shall cooperate in judicial matters with the European Public Prosecutor's Office (EPPO), and shall provide and receive mutual legal assistance in accordance with the relevant international conventions and bilateral agreements, and with Moroccan national law, in order to enable the EPPO to fulfil its mandate to investigate, prosecute and bring to the competent courts of the Member States the perpetrators of criminal offences affecting the financial interests of the Union, within the scope defined by Articles 22 and 23 of Council Regulation (EU) 2017/1939*.

ARTICLE 3

Information and consultation

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

2. The Parties shall inform each other and, where appropriate, OLAF, within a reasonable time period, of information which has come to their notice relating to suspected or established irregularities in the conclusion or performance of the grant agreements or contracts concluded to implement indirect actions.

ARTICLE 4

Confidentiality

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

* 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 L 283, 31.10.2017, p. 1, ELI: <http://data.europa.eu/eli/reg/2017/1939/oj>)."

I should be obliged if you would confirm that your Government is in agreement with the above. I have the honour to propose that, if the above is acceptable to your Government, this letter and your confirmation shall together constitute an Agreement between the European Union and the Kingdom of Morocco (the "Parties"), 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 be applied on a provisional basis as from the date of its signing, pending its entry into force. This Agreement shall be approved by the Parties according to their own procedures. This Agreement shall enter into force on the day on which the Parties have notified each other through diplomatic channels of the completion of their respective internal procedures.

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

For the European Union

B. Letter from the Kingdom of Morocco

Sir/Madam,

I have the honour to acknowledge receipt of your letter of 23 November 2023 which reads as follows:

"I have the honour to refer to the Agreement for scientific and technological cooperation between the European Union and the Kingdom of Morocco setting out the terms and conditions for the participation of the Kingdom of Morocco in the Partnership for Research and Innovation in the Mediterranean Area (PRIMA), done at Brussels on 10 April 2018 (the "PRIMA Agreement"). The purpose of the PRIMA Agreement is to set out the terms and conditions for the participation of the Kingdom of Morocco in PRIMA. Those terms and conditions are set out in Decision (EU) 2017/1324 of the European Parliament and of the Council¹ (the "PRIMA Decision"), and the PRIMA Agreement shall remain in force as long as the PRIMA Decision is in force. The PRIMA Decision states that the final activities to be funded under the Framework Programme for Research and Innovation (2014-2020) ("Horizon 2020"), including the final calls for proposals under the relevant annual work plans, were to be launched by 31 December 2024 or, in duly justified cases, by 31 December 2025. In order to prolong its activities, it was necessary for the PRIMA Decision to be amended and incorporated into Horizon Europe - the Framework Programme for Research and Innovation ("Horizon Europe").

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2. If the participants concerned in indirect actions or legal entities established in the Kingdom of Morocco resist an on-the-spot check or inspection, the Moroccan authorities, acting in accordance with Moroccan national law, shall provide the staff of OLAF with the necessary assistance so as to enable it to conduct, in close cooperation with those authorities, its on-the-spot checks and inspections effectively and without undue delay.
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I have the honour to confirm that my Government is in agreement with the contents of your letter and that your letter and this letter constitute an agreement in the form of exchange of letters amending and supplementing the PRIMA Agreement in accordance with your proposal.

This Agreement, in the form of an exchange of letters, shall be applied on a provisional basis as from the date of its signing, pending its entry into force. This Agreement shall be approved by the Parties according to their own procedures. This Agreement shall enter into force on the day on which the Parties have notified each other through the diplomatic channel of the completion of their respective internal procedures.

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

For the Kingdom of Morocco