



EUROPEAN COMMISSION  
DIRECTORATE-GENERAL FOR RESEARCH & INNOVATION

Directorate C - Healthy Planet

**AMENDMENT NO 2  
TO THE DELEGATION AGREEMENT NUMBER 1 —  
PRIMA Programme**

This **Amendment to the Delegation Agreement** ('the Amendment') is between the following parties:

**on the one part,**

the **European Union** ('the EU'), represented by the European Commission ('the Commission'), represented for the purposes of signing this Amendment by John Bell, Director of Directorate C in the Directorate-General for Research and Innovation,

and

**on the other part,**

the **Fundación PRIMA** ('PRIMA Foundation'), private foundation under the Spanish law, official registration nº 6753, Carrer Pere Duran Farell, 11 - 08034 Barcelona - Spain, G67027904 (VAT number), represented for the purposes of signing the Amendment by Octavi Quintana Trias, Director of the PRIMA Foundation.

The parties agree to amend the Delegation Agreement Number 1 - PRIMA Programme signed on 5 February 2018, as amended by Amendment N° 1 signed on 5 March 2018 ('the Delegation Agreement'), as follows:

**Article 2.2** is changed and replaced by the following:

**2.2 Tasks to be carried out each year – Transfer of Funds Agreements**

Each year until 2020 included, the Commission and the PRIMA Foundation shall conclude an annual Transfer of Funds Agreement (see Annex 3) for the budget implementation tasks that are entrusted to the PRIMA Foundation according to Annex 1 and defined in the annual work plan.

For the years 2021-2024, the Commission and the PRIMA Foundation shall conclude a multi-annual Transfer of Funds Agreement (see Annex 3a) for the budget implementation tasks that are entrusted to the PRIMA Foundation according to Annex 1 and defined in the annual work plans for the years 2021-2024.

**Article 5.1** is changed and replaced by the following:

### **5.1 Conditions for expenditure and administrative costs to be accepted**

The Commission shall **accept** expenditure and administrative costs which meet the following criteria:

(a) they are actually incurred by the PRIMA Foundation.

Amounts that are to be recovered by the PRIMA Foundation under Article 14 shall not be considered as actually incurred;

(b) they are incurred in the following periods:

i) expenditure is incurred in the period set out in Article 3, in particular:

- expenditure related to grants is acceptable if the grant is awarded after the starting date set out in Article 3 and the action supported by the grant is completed before the end date set out in Article 3;
- expenditure related to contracts is acceptable if the contract is awarded after the starting date set out in Article 3 and the service, supply or work is provided during the period set out in Article 3;
- expenditure related to prizes is acceptable if the prize is awarded during the period set out in Article 3;
- expenditure related to experts is acceptable if the tasks are performed during the period set out in Article 3;

ii) administrative costs are incurred between 7 August 2017 and the end date set out in Article 3;

(c) they are indicated in the annual work plan annexed to the Transfer of Funds Agreement or, for each year from 2021 to 2024, in the annual work plan adopted by the PRIMA Foundation after obtaining approval from the Commission in accordance with Article 6.2 of the PRIMA basic act;

(d) they are directly linked to the implementation of the entrusted tasks or to the implementation of the programme and:

i) expenditure corresponds to the amounts due by the PRIMA Foundation under grant agreements, contracts and prize award decisions signed by the PRIMA Foundation in accordance with Annex 1 and includes expenditure related to the evaluation of proposals;

ii) administrative costs correspond to the costs incurred by the PRIMA Foundation for:

- personnel directly assigned to the implementation of the programme,
- missions required for the implementation of the programme,
- depreciation of equipment directly used for the implementation of the programme,

- service contracts (included non-recoverable taxes), consumables and supplies used for the implementation of the programme, insofar apportioned to the actual personnel costs of the programme and,
  - fees for the audit of annual statutory accounts, insofar as allocated in proportion of the amount of the audited expenditure of the programme;
- (e) they are identifiable and verifiable, in particular recorded in the accounts of the PRIMA Foundation in accordance with the usual cost accounting practices of the PRIMA Foundation;
- (f) they comply with the applicable national law on taxes, labour and social security;
- (g) they are reasonable, justified and comply with the principles of sound financial management.

**Article 20.7** is changed and replaced by the following:

**20.7 Interest generated by pre-financing payments**

Positive interest generated by pre-financing payments shall be used for the implementation of the entrusted tasks.

The PRIMA Foundation shall set up strategies to avoid negative interest. In case negative interest is likely to occur for any reason, including a change of the bank conditions applying to the accounts mentioned in Article 20.5, the PRIMA Foundation shall:

- (i) inform the Commission of such a situation without delay, and
- (ii) consult the Commission with a view to reach a common agreement on a strategy to avoid or minimise such negative interest, for example by adjusting the pre-financing.

This is without prejudice to the negative interest incurred in the meantime, for which the PRIMA Foundation shall, upon request by the Commission, provide reasonable evidence that it has made its best efforts to avoid them and that no reasonable alternatives are, or were, readily available.

The interest generated and negative interests shall be reported to the Commission in the context of the annual reporting (see Article 19.1).

**Article 34.1** is changed and replaced by the following:

**34.1 Forms and means of communication — Addresses for communication**

Any communication under the Agreement or a Transfer of Funds Agreement shall be made in writing, using the following addresses:

for the Commission:

European Commission  
 Directorate-General for Research and Innovation  
 Directorate Healthy Planet  
 Unit C.1 Circular Economy & Biobased Systems

1050 Brussels (Belgium)  
E-mail address: RTD-C1-ASSIST@ec.europa.eu

for the PRIMA Foundation:

PRIMA Foundation  
Director of PRIMA Foundation  
Carrer Père Duran Farell, 11 - 08034 Barcelona - Spain  
E-mail address: [octavi.quintana@prima-med.org](mailto:octavi.quintana@prima-med.org)

Electronic communications shall be confirmed by an original signed paper version of that communication, if requested by the other party within reasonable delay.

Formal notification shall be sent by registered post with proof of delivery.

**Annex 3a - Model Multi-annual Transfer of Funds Agreement 2021-2024** is added to the composition of the Delegation Agreement and to its Table of Contents.

#### ANNEX 3a

#### MODEL MULTI-ANNUAL TRANSFER OF FUNDS AGREEMENT

#### Delegation agreement No 1 — PRIMA programme

2021-2024

This is a '**Transfer of Funds Agreement**' between the following parties:

**on the one part,**

the **European Union** ('the EU'), represented by the European Commission ('the Commission'), represented for the purposes of signing this Transfer of Funds Agreement by the Director of Directorate C of the Directorate-General for Research and Innovation, John Bell,

**and**

**on the other part,**

la **Fundación PRIMA** ('the PRIMA Foundation'), foundation under the Spanish law, official registration no 6753, Carrer Pere Duran Farell, 11 - 08034 Barcelona - Spain, G67027904 (provisional VAT number).

By signing this Transfer of Funds Agreement, the PRIMA Foundation agrees to carry out, under its own responsibility, the tasks set out in the Delegation Agreement and this Transfer of Funds Agreement and to implement the annual work plans for the years 2021-2024.

## TERMS AND CONDITIONS

### ARTICLE 1 — SUBJECT OF THE AGREEMENT

This Agreement sets out the tasks to be carried out for the work plans of 2021-2024 under Delegation Agreement No 1 - PRIMA programme, and the EU financial contribution to be paid, based on the Commission Financing Decision for 2020.

### ARTICLE 2 — DESCRIPTION OF THE ENTRUSTED TASKS

The tasks that must be carried out are those necessary for the implementation of the annual work plan for the years 2021, 2022, 2023, 2024.

### ARTICLE 3 — DURATION AND STARTING DATE OF THE ENTRUSTED TASKS

The annual work plans shall be implemented within a period of 60 or 72 months as of 1 January of each year related to the relevant annual work plan until 31 December of the corresponding year, as follows:

- the annual work plan for 2021: from 1 January 2021 until 31 December [insert year]
- the annual work plan for 2022: from 1 January 2022 until 31 December [insert year]
- the annual work plan for 2023: from 1 January 2023 until 31 December [insert year]
- the annual work plan for 2024: from 1 January 2024 until 31 December 2028.

### ARTICLE 4 — EU FINANCIAL CONTRIBUTION

The maximum amount of the EU contribution for the implementation of the tasks under this Transfer of Funds Agreement is EUR [insert amount]. The EU contribution shall be transferred in instalments in accordance with Article 5 for the implementation of these tasks subject to the approval of the respective annual work plan by the Commission.

Any remaining amount of the EU contribution from the preceding budgetary year may be used only until the end of the next budgetary year for the implementation of activities as defined in Article 6.1(a) of the 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<sup>1</sup>.

### ARTICLE 5 — REQUESTS FOR PAYMENTS AND PAYMENT ARRANGEMENTS

#### 5.1 Pre-financing payments — Requests for further pre-financing payments

The pre-financing is intended to provide the PRIMA Foundation with a float.

It remains the property of the EU until the payment of the balance.

#### Pre-financing split in several instalments

For the year 2021 and subject to the approval by the Commission of the 2021 annual work plan, a first pre-financing payment of EUR [insert amount] shall be paid to the PRIMA Foundation according to the following schedule, unless payments are suspended (see Article 30 of the Delegation Agreement):

- EUR [insert amount] shall be paid within 30 days of the approval by the Commission of the 2021 annual work plan;
- EUR [insert amount] shall be paid within 30 days of reception of the payment request to be sent by the PRIMA Foundation by 1 November 2021.

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<sup>1</sup> OJ L 185, 18.7.2017, p. 1

For the year 2022 and subject to the approval by the Commission of the 2022 annual work plan, a first pre-financing payment of EUR [insert amount] shall be paid to the PRIMA Foundation according to the following schedule, unless payments are suspended (see Article 30 of the Delegation Agreement):

- EUR [insert amount] shall be paid within 30 days of the approval by the Commission of the 2022 annual work plan;
- EUR [insert amount] shall be paid within 30 days of reception of the payment request to be sent by the PRIMA Foundation by 1 November 2022.

For the year 2023 and subject to the approval by the Commission of the 2023 annual work plan, a first pre-financing payment of EUR [insert amount] shall be paid to the PRIMA Foundation according to the following schedule, unless payments are suspended (see Article 30 of the Delegation Agreement):

- EUR [insert amount] shall be paid within 30 days of the approval by the Commission of the 2023 annual work plan;
- EUR [insert amount] shall be paid within 30 days of reception of the payment request to be sent by the PRIMA Foundation by 1 November 2023.

For the year 2024 and subject to the approval by the Commission of the 2024 annual work plan, a first pre-financing payment of EUR [insert amount] shall be paid to the PRIMA Foundation according to the following schedule, unless payments are suspended (see Article 30 of the Delegation Agreement):

- EUR [insert amount] shall be paid within 30 days of the approval by the Commission of the 2024 annual work plan;
- EUR [insert amount] shall be paid within 30 days of reception of the payment request to be sent by the PRIMA Foundation by 1 November 2024.

With a view to align with the strategy of avoiding negative interests referred to in Article 20.7 of the Delegation Agreement, the dates of the above-mentioned payments may be adapted within the same year, based on an agreement in writing between the PRIMA Foundation and the Commission.

#### **Further pre-financing payments scheduled as follows**

The PRIMA Foundation shall submit a request for a further pre-financing payment within 45 days of the end of the following one-year periods of implementation of:

For the 2021 annual work plan:

- Up to EUR [insert amount] as of 31 December 2022;
- Up to EUR [insert amount] as of 31 December 2023.

For the 2022 annual work plan:

- Up to EUR [insert amount] as of 31 December 2023;
- Up to EUR [insert amount] as of 31 December 2024.

For the 2023 annual work plan:

- Up to EUR [insert amount] as of 31 December 2024;
- Up to EUR [insert amount] as of 31 December 2025.

For the 2024 annual work plan:

- Up to EUR [insert amount] as of 31 December 2025;
- Up to EUR [insert amount] as of 31 December 2026.

The request for a further pre-financing payment shall be accompanied by the reports referred to in Article 19.1.1 of the Delegation Agreement.

If the expenditure incurred for the entrusted tasks in the implementation periods here above is more than the pre-financing already paid to the PRIMA Foundation, the Commission will add the difference to the next instalment.

Each further pre-financing instalment shall be paid to the PRIMA Foundation within 90 days of receipt of the request for payment and of all the accompanying documents referred to in Article 19.1 of the Delegation Agreement, unless the payment deadline or payments are suspended (see Articles 29 and 30 of the Delegation Agreement). It shall take into account the use of the aggregate amount of pre-financing payments already paid as well as the maximum amount of the EU contribution indicated in this Transfer of Funds Agreement for the relevant year, and any remaining amount of the EU contribution from the preceding budgetary year.

## **5.2 Payment of the balance — Request for payment of the balance**

The payment of the balance reimburses the remaining part of the expenditure incurred for the implementation of the entrusted tasks and of the administrative costs of the PRIMA Foundation for the implementation of the PRIMA programme under this Transfer of Funds Agreement.

The PRIMA Foundation shall submit a request for payment of the balance by 15 February of the year following the end of the last period set out in Article 3.

The request for payment of the balance shall be accompanied by the documents referred to in Article 19.1 of the Delegation Agreement for the last year of implementation of the entrusted tasks under this Transfer of Funds Agreement.

The amount of the balance shall be determined following approval of the request for payment of the balance and of the accompanying documents by deducting the earlier payments from the final amount of the EU contribution calculated in accordance with Article 4.2 of the Delegation Agreement.

Approval of the request for payment of the balance and of the accompanying documents shall not imply recognition of the legality and regularity of the underlying expenditure or of the authenticity, completeness and correctness of the declarations and information they contain.

Approval shall be without prejudice to any checks and audits which may be carried out under Article 21 of the Delegation Agreement.

If the balance is negative, the payment of the balance takes the form of recovery.

If the balance is positive, the Commission shall pay it within 90 days from receiving the request for payment of the balance, except if the payment deadline or the payments are suspended in accordance with Articles 29 and 30 of the Delegation Agreement.

## **ARTICLE 6 — ENTRY INTO FORCE OF THE TRANSFER OF FUNDS AGREEMENT**

The Transfer of Funds Agreement shall enter into force on the date on which the last party signs it.

### **SIGNATURES**

For PRIMA Foundation:

[insert name, surname, function]

(signature)

Done at [place], [date]

In duplicate in English

For the Commission:

[insert name, surname]

Director

(signature)

Done at Brussels, [date]

All other provisions of the Delegation Agreement remain unchanged.

This Amendment enters into force on the day of the last signature.

This Amendment takes effect on the date on which the Amendment enters into force.

## **SIGNATURES**

For the PRIMA Foundation:

Octavi Quintana Trias  
Director of PRIMA Foundation

(signature)

Done at [ ..... ], [date]

For the Commission:

John Bell  
Director

(signature)

Done at [ ..... ], [date]