

TRANSFER AGREEMENT

AECID letter dated April 2024 – ECHO/PSE/BUD/2024/91000

The European Union, represented by the European Commission, itself represented for the purposes of this Agreement by its Directorate-General for European Civil Protection and Humanitarian Aid Operations (ECHO) (hereinafter referred to as the "Commission"),

of the one part,

and

Spanish Agency for International Development Cooperation AECID with its Head office at Reyes Católicos 4 28040 Madrid (hereinafter referred to as the "Donor"),

of the other part,

(hereinafter referred to as, individually a "Party" and collectively the "Parties"),

have agreed as follows:

SPECIAL CONDITIONS

Article 1 - Purpose

- The purpose of this transfer agreement (hereinafter referred to as the "Agreement") is a contribution (hereinafter referred to as the "Contribution") by the Donor to the Commission. The Commission shall manage the Contribution on behalf of the Donor with the purpose of co-financing the action named
“Prevention of the forcible transfer of Palestinians in the West Bank, including East Jerusalem, through humanitarian assistance and evidence-based advocacy”
(hereinafter referred to as the “Action”) as described in Annex I.
- The Donor shall transfer the Contribution set out in Article 1(1) following the terms and conditions set out in this Agreement which consists of these special conditions (hereinafter referred to as the "Special Conditions") and Annexes I (Description of the Action) and II (General Conditions applicable to the Transfer Agreement).
- The Commission shall be entrusted with the responsibility for managing the Contribution in the framework of the Action in accordance with the procedures applicable to General Budget of the European Union as set out in the Financial Regulation¹.

¹ Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (J L 193, 30.7.2018, p. 1).

Article 2 – Entry into force

- 2(1) This Agreement shall enter into force on the date when the last of the two Parties signs the Agreement.
- 2(2) The Implementation Period of this Agreement is 30 months as of its entry into force, and relates to the operational duration of the activities benefitting from the Contribution under this Agreement, until the end of those activities.
- 2(3) The Execution Period of this Agreement shall end at the latest 18 months (i.e. the maximum closure period) from the end of the Implementation Period of the Action as stipulated in Article 2(2).

Article 3 – Financing the Action

- 3(1) The Contribution of the Donor is of EUR 1 000 000.
- 3(2) Pursuant to Article 4 of Annex II, 4% of the amount set out in Article 3(1) is allocated to the Commission in order to cover indirect costs.

Article 4 – Transfer of the Contribution by the Donor

The Contribution set out in Article 3 is transferred to the Commission in one single instalment pursuant to Article 5 of Annex II. The indicative timeframe of instalment is the following - 2 months from the entry into force of this agreement.

Article 5 – Contact addresses

Any communication relating to this Agreement, and correspondence of any other nature, shall be in writing, and shall use the following addresses:

For the Commission
Directorate-General "European Civil Protection and Humanitarian Aid Operations" (ECHO)
For the attention of Unit:
ECHO.C3 – Middle East and North Africa
Giovanni.Di-Girolamo@ec.europa.eu
Dina.Sinigallia@ec.europa.eu
Aldo.Biondi@ec.europa.eu
Copies of any documentation of financial nature shall also be sent to:
ECHO.E3 – Contracts and Finance
Jan SEMPELS, Head of Unit
Jan.Sempels@ec.europa.eu
For the Donor: Humanitarian action Office AECID, Jefa.oah@aecid.es

Article 6 – Annexes

- 6(1) The following documents are annexed to these Special Conditions and form an integral part of the Agreement:
 - Annex I: Description of the Action
 - Annex II: General Conditions applicable to the Transfer Agreement

6(2) In the event of a conflict between the provisions of the present Special Conditions and any Annex thereto, the provisions of the Special Conditions shall take precedence.

Article 7: Other specific conditions applying to the Action

- 7(1) The following shall supplement the General Conditions:
- 7(1)(1) Subject to the provisions on confidential documents in Article 8 of Annex II, the Commission shall submit to the Donor, a copy of any periodic report/s and the final report/s related to the implementation of the Action, within one month of their receipt by the Commission.

Done in Brussels in two originals in the English language, one for the Commission and one for the Donor.

For the Donor		For the Commission	
Name	Anton LEIS GARCÍA	Name	Maciej POPOWSKI
Function	Director	Function	Director-General
Signature		Signature	
Date		Date	Qualified electronic signature by: HANS RENÉ A DAS Date: 2024-05-14 19:02:02 +02:00