# EXTERNAL ASSIGNED REVENUE TRANSFER AGREEMENT

**ECHO/-AM/BUD/2026/91000**

***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 Catolicos, 4, 28049 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

1(1) 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 **MIRE+ Consortium: Rapid Response Mechanism, humanitarian assistance to conflict-affected communities in Colombia**, (hereinafter referred to as the "Action") as described in Annex I.

1(2) 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).

1(3) 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 Regulation[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.

[1] Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast)

2(2) The Implementation Period of this Agreement is **18 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[2] 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 700 000.**

3(2) Pursuant to Article 4 of Annex II, **EUR 28 000** of the amount set out in Article 3(1) EUR 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.

### 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:

<u>For the Commission</u>

Directorate-General "European Civil Protection and Humanitarian Aid Operations" (ECHO)

For the attention of Unit:

ECHO.D.3

Copies of any documentation of financial nature shall also be sent to:

ECHO.E.2

<u>For the Donor</u>:

For the attention of: Humanitarian action Directorate DAH-AECID

directora.ah@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 reports and the final report 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**

Anton Leis Garcia

Director

Signature

Date

**For the Commission**

Maciej Popowski

Director General DG ECHO

Signature

Qualified electronic signature by: MACIEJ POPOWSKI

Date

Date 2026-05-21 15:10:06 UTC

Ref. Ares(2026)5190401 - 22/05/2026

EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR EUROPEAN CIVIL PROTECTION AND HUMANITARIAN AID OPERATIONS (ECHO)

The Director-General

Brussels,
ECHO.D.3

**Sent by email**

Mr Anton Leis García
Director AECID
Calle Reyes Catolicos, 4,
28049 Madrid
directora.ah@aecid.es

**Subject:** **External Assigned Revenue (ExAR) - Transfer Agreement ES/2026 - ECHO/-AM/BUD/2026/91000**

Dear Mr Leis García,

I would like to thank **Spain** for its contribution to the actions in **Colombia** and enclose herewith the above-mentioned agreement signed by the Commission electronically using a qualified electronic signature (QES). Please have it signed by a person empowered to represent and legally commit your organisation using one of the two options:

1) **Electronic signature:**

In case you have the possibility to use a QES, please sign the agreement electronically. It should be noted that only the QES within the meaning of Regulation (EU) No 910/2014 (eIDAS Regulation) will be accepted.

Documents signed with a QES benefit from the highest level of security and legal certainty under the eIDAS Regulation. You can find more background information here: https://ec.europa.eu/cefdigital/wiki/display/CEFDIGITAL/eSignature+-+Get+started

Before sending back your signed document, please check the validity of your electronic signature with your provider or by using the following tool:

DSS Demonstration WebApp (europa.eu)

The outcome of the validation of your signature in the tool has to have the Qualification “QESig” to be acceptable by DG ECHO.

By contrast, if the Qualification is “QESeal”, or “AdESig” (=advanced electronic signature) or “AdESig-QC” (=advanced electronic signature with a qualified certificate) you should revert back to your signature service provider and/or proceed with the handwritten signature option (explained below). DG ECHO is unfortunately not in a position to provide technical advice for obtaining the full Qualified Electronic Signature.

Please send the QES signed agreement by email only to the following email address: ECHO-CENTRAL-MAILBOX@ec.europa.eu.

2) **Handwritten signature:**

In case you do not have the possibility to sign the agreement using a QES, please print two copies, and have two original copies signed and dated using a handwritten signature.

Please send one handwritten signed original only by courier to the following address:

EUROPEAN COMMISSION
Directorate-General for European Civil Protection and Humanitarian Aid Operations - ECHO
L-86
B-1049 Brussels

Please always mention the above-mentioned agreement number for any further request or contact regarding administrative and financial matters of the action.

I would be grateful if you could kindly arrange for the attached Transfer Agreement to be signed, with no modifications, and returned to the Commission within 15 calendar days of receipt of this communication.

Once the Transfer Agreement is signed by both parties, my services will send you a debit note, specifying the time-period for payment, for your kind transfer of the contribution.

Thank you for your cooperation.

Yours sincerely,

Electronically signed

Maciej POPOWSKI

Enclosures: ExAR Transfer Agreement - Special Conditions
Annex I - Description of action for ExAR transfer agreement

Annex II - General Conditions ExAR transfer agreement

Contact:

Alvaro de Vicente, Alvaro.DE-VICENTE@ec.europa.eu
Alberto Garralon, Alberto.garralon-perez@ec.europa.eu

c.c.:

Andrea Koulaimah, Director ECHO.D,
Andrea.KOULAIMAH@ec.europa.eu
Valentina Auricchio, Head of Unit ECHO.D.3
Valentina.AURICCHIO@ec.europa.eu

Ref. Ares(2026)5190401 - 22/05/2026

**External Assigned Revenue – Transfer Agreement**

**Annex 1: Description of Action**

**MIRE+ Consortium: Rapid Response Mechanism, humanitarian assistance to conflict-affected communities in Colombia**

## Context and rationale

Humanitarian and protection needs in Colombia remain high due to a deteriorating security context, especially in areas with limited State presence. Between January and September 2025, over 1.5 million people were affected by conflict related violence, including displacement, confinement, and mobility restrictions (OCHA). Displacement reached a new peak in 2025, with 700 00 newly displaced, doubling the previous year, particularly in regions like Catatumbo. Reduced humanitarian funding further weakened response capacity and increased operational gaps. Colombia remains one of the countries with the largest internally displaced populations worldwide, with more than 7 million people living in protracted displacement and facing persistent protection risks related to armed conflict, violence, and limited access to rights and services (UNHCR).

Large-scale emergencies are expected in 2026. 10.3 million people, including approximately 3.7 million children and 3.3 million refugees and migrants, will require humanitarian assistance in 2026 (UNICEF). If trends persist, Colombia could face its worst humanitarian conditions in a decade. The intensifying armed conflict and territorial control by armed actors are driving urgent humanitarian needs and sustained protection risks, requiring integrated, multisectoral responses.

Meanwhile, exposure to protection risks remains high, underscoring the need for comprehensive protection measures to reduce harm, ensure access to rights and services, and enable safe, timely, and inclusive humanitarian responses in high-risk contexts. Explosive ordnance contamination (APM, UXO, IEDs) remains a structural risk, affecting rural and conflict-affected areas, especially near illicit crops, roads, and community paths. This undermines food security, health access, and mobility, contributing to confinement and displacement. Key needs include mine risk education, safe behaviour promotion, alert systems, and psychosocial support.

In 2025, NRC RRU responded to natural hazards compounding impacts in Pacific regions, Cauca, Bajo Cauca, South Bolívar, Guainía, Caquetá, Vaupés, and Amazonas. Over 60% of rapid emergency responses involved education disruptions, highlighting child recruitment, school dropouts, and teachers bearing heavy burdens in conflict-affected areas. MIRE+ assessments show families face severe food insecurity due to armed conflict and economic vulnerability, resorting to negative coping strategies such as eating less foods, reducing meals, borrowing food, or selling assets. Families also employ coping strategies related to their livelihoods, which compromise their long-term assets to meet immediate basic needs. Key strategies include using savings, selling productive livestock, and selling household items. Community support structures are fragile and vulnerable to emergencies impacts. Confinement or mobility restrictions increase the need for items supporting essential household activities, such as food preservation, water storage, blankets and portable lighting and energy.

WASH assessments by MIRE+ (2023–2025) show critical shortages of essential personal hygiene items and limited access to safe water in conflict-affected communities. Poor hygiene practices, mobility restrictions, and business closures exacerbate health risks. MIRE+ aims to provide basic hygiene items, improve water access, and promote hygiene education to prevent disease and protect community well-being.

For Health, the MIRE + assessments revealed a persistent community lack of trust towards local health actors, due to the low frequency of health outreach brigades, shortages of essential medicines and structural weaknesses within the health system. Although awareness of mental health has increased, access to MHPSS remains highly constrained because of the deficit of trained personnel, breaches of confidentiality and distrust in public institutions, particularly regarding conflict-related issues and security risks. Access to antenatal care has improved; however, significant gaps persist for Indigenous populations health access. Compared to the previous period, communities report increased individual mental health needs linked to escalating violence and greater sensitivity to mental health, alongside higher demand for services for children under five, including nutrition screening and vaccination.

Finally, in a context of growing needs and limited response, Early Recovery is key to strengthen resilience and promote sustainable solutions. In this context, Early Recovery interventions are conceived as an integral component of the humanitarian response, addressing the immediate consequences of displacement and confinement while mitigating longer-term risks. By strengthening community capacities, restoring essential services and livelihoods, and reinforcing self-protection mechanisms, Early Recovery contributes to reducing dependency on repeated emergency assistance and enhances resilience in protracted crisis settings.

The main goal of the MIRE+ Consortium across all its programming phases, is that communities have their rights protected, covering their basic needs, strengthening their self-management and resilience capacities to reduce the impact of displacement and confinement, and the double impact of natural disasters and conflict. Through its core RRM, the MIRE+ ensures that people affected by the NIAC have access to frontline protection services and immediate life saving humanitarian assistance. The MIRE+ mandate is to respond to unassisted emergencies and support hard-to-reach populations, in line with UNOCHA's coordination SOP. For 2025–2027, the intervention builds on lessons learned to strengthen protection and humanitarian assistance for newly displaced and confined communities, filling critical gaps and complementing other actors. Guided by the humanitarian imperative, emergency activations prioritise the protection of life, dignity, and rights through multisectoral, timely, and context-sensitive interventions adapted to Colombia's evolving humanitarian and security situation.

NRC requests a two-year Programming Partnership as the most suitable to the next phase of the consortium response modality. As a multi-donor model, this will facilitate program continuity, and the maintenance of rapid response capacity aligned to the other donor awards that support the same activities. It will also allow for greater coordination with the early recovery phase programming in Chocó.

The MIRE+ rapid response operational model is built on a mechanism with a broad set of preparedness and prepositioning actions, with common principles in relation to the following:

a) Identification of a humanitarian emergency alert, the process of gathering complementary information on humanitarian needs, engaging in dialogue with coordination mechanisms and platforms, and consolidating the information for dissemination takes place within a period of 3 to 5 days. Subsequently, sectors are reviewed and activated in line with minimum technical standards.
b) Timeframe for the intervention – The sectoral focus Rapid Needs Assessment and Rapid Market Assessment are conducted within seven and 15 days of an alert being raised in the event of a newly displacement, and up to 30 days for a confinement or mobility restriction.
c) With a country-wide coverage, MIRE+ will evolve its geographic focus to reach emergency events and affected communities in areas where either there is limited/no response or the response requires complementarity to fill significant gaps.

d) Geographical coverage is aligned with institutional coverage, coordinated with three principal stakeholders: the UARIV who as the duty bearer, is the first responder in all cases of confinements, and UNGRD in the case of natural disasters.

The MIRE+ Early Recovery response uses an integrated, multi-sectoral approach to support sustainable recovery in conflict-affected communities. It strengthens individual, community, and institutional capacities through protection, health, WASH, and livelihoods interventions, combining services, training, and coordination with authorities. Key actions include self-protection plans, WASH rehabilitation, livelihoods support, and mental health care, promoting resilience, social cohesion, and sustainable development. This approach is implemented through the complementary expertise of consortium partners, ensuring that Early Recovery actions are context-specific, community-led, and embedded within ongoing protection and humanitarian interventions.

Consortium partners contribute to Early Recovery through specialised actions such as community self-protection, mental health and psychosocial support, rehabilitation of WASH infrastructure, support to livelihoods recovery, and engagement with local authorities, reinforcing the transition between emergency response and sustainable recovery.

**Scope of the Action**

The beneficiaries will be people affected by displacement, mobility restrictions, confinement and natural disasters identified by field teams through humanitarian alerts. In addition, a Protection Risk Analysis under the Global Protection Cluster format will be produced when the Protection sector is activated. MIRE+ will prioritize large scale responses of more than 100 families affected. Some of the examples of beneficiary groups targeted by the consortium would be:

- IDPs who have not yet declared their -recent- displacement before the Public Ministry that have not been included in the Unified Victim´s Database and that have not received yet any humanitarian assistance.
- Individuals at high protection risks, including survivors of gender-based violence, children at risk, social and women leaders, human rights defenders
- Populations living in, transiting through, or deriving their livelihoods from territories contaminated or suspected of contamination by explosive ordnance
- School teachers, education personnel, and community educational agents (parents and caregivers) responsible for providing first response in education to children during the emergency.
- People affected by the emergency in need of psychological medical care, prioritizing children, pregnant women, elderly and patients with chronic diseases.

**Objectives and results**

Principal objective: Communities in Colombia overcome their basic needs, strengthening their self-management and resilience capacities to reduce the impact of armed conflict and natural disasters aftermaths.

Specific objective: Individuals affected by conflict have access to services to meet their immediate needs through a rapid response mechanism that ensures comprehensive actions for emergency response, while strengthening preparedness capacities and enabling early recovery and resilience guaranteeing holistic assistance and promoting a response that saves lives and protects rights.

Indicator (1/5) % of beneficiaries reporting that humanitarian assistance is delivered in a safe, accessible, accountable and participatory manner

Indicator (2/5) % of the target population with acceptable Food Consumption Score (FCS)

Indicator (3/5) % of Flash Alerts that are shared within 5 days with key humanitarian stakeholders

Indicator (4/5) Average time (days) between the Alert and the first response activity.

Indicator (5/5) % of the target population with an acceptable level of coping strategies implementation

**Project identification and Contractual/Administrative details**

Reference number: 2025/00666/MR/02/02

Submitted: 13/04/2026

Decision number ECHO/-AM/BUD/2025/91000

Agreement number: ECHO/-AM/BUD/2025/91008

Start date 01/04/2025

Duration: Final duration 30 months with an extension of 18 months from 1 April 2026

Amount topped up in 2026: 3 400 000 including 700 000 of EXAR from Spain

# GENERAL CONDITIONS APPLICABLE TO TRANSFER AGREEMENTS

## Article 1 - General obligations

1.1 The Commission shall use the Donor's Contribution (hereinafter 'the Contribution') with a view to financing, fully or in part, the humanitarian action referred to in Article 1 of the Special Conditions (hereinafter 'the Action').

1.2 The Commission shall manage the Contribution with the requisite degree of care, efficiency, transparency and diligence, making every effort to further the implementation of the Action, using to that effect all relevant means and procedures available to it under the financial rules applicable to the Agreement as specified in Article 1(3) of the Special Conditions. Such means and procedures include notably the award of grants and public contracts as well as entrusting budget implementation tasks with pillar-assessed entities. In so doing, the Commission shall abide by the same standard of care, efficiency, transparency in diligence that it exerts itself as donor towards the organisation that it supports financially to implement humanitarian aid actions.

1.3 The Commission shall make every effort to mobilise all the financial, human and material resources required for full implementation of the Action, as specified in Annex I (Description of the Action).

1.4 The Commission shall take appropriate measures to prevent irregularities or fraud, as referred to in Article 3(2) of Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law (OJ L 198, 28.7.2017, p. 29), as well as corruption, as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union of 26 May 1997 (JO C 195, 25.6.1997, p. 1).

1.5 The Commission shall take appropriate measures against any person entrusted with the implementation of the Action who is suspected of misuse of funds or corruption.

1.6 The Commission shall forward to the European Anti-Fraud Office (OLAF) without delay any information relating to possible cases of fraud or corruption or any other illegal activity linked to this Agreement and shall inform the Donor about this transmission.

## Article 2 - Obligations regarding information

2.1 The Commission shall provide the Donor with full information on the implementation of the Action. The type and frequency of the reports shall be set out in the Special Conditions.

2.2 In addition to the above-mentioned reports, the Commission shall endeavour to inform the Donor of any relevant external reports, publications, and press releases relating to the Action.

2.3 In any event, the Commission shall inform the Donor without delay of any circumstances likely to hamper or delay the implementation of the Action.

**Article 3 - Liability**

3.1 The Commission shall have sole responsibility for complying with any legal obligation incumbent on it.

3.2 The Donor may not under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Commission while the Action is being carried out or as a consequence of the Action. Therefore, the Donor may not accept any claim for compensation or increases in payment in connection with such damage or injury, except for noncompliance with the contractual obligations by the Donor.

3.3 Subject to the rules governing the Commission's privileges and immunities, the Commission shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them in respect of or arising out of the Action. The Commission shall discharge the Donor of all liability associated with any claim or action brought as a result of an infringement by the Commission or the Commission's staff or individuals for whom these are responsible of rules or regulations, or as a result of violation of a third party's rights.

3.4 Where the situation so requires, the Commission shall take all appropriate measures to recover funds unduly paid or incorrectly used, including by bringing legal proceedings. The Donor shall be entitled to recover funds, on a pro rata basis of its Contribution to the financing of the Action, only to the extent that the Commission could itself recover them, save where it can be shown that the Commission has not exercised the proper degree of care and diligence in taking appropriate measures to recover funds unduly paid or incorrectly used.

**Article 4 –Administrative costs**

A lump sum shall be allocated to the Commission out of the Contribution in order to cover its administrative costs. This lump sum shall be established according to the type of action and amount of the contribution and stipulated in Article 3(2) of the Special Conditions and shall not be reduced in case of reduction of the Donor's Contribution or reimbursed pursuant to Article 14.

**Article 5 - Transfer of the Contribution**

5.1 Article 4 of the Special Conditions shall set out the modalities for transfer of the funds. The Donor shall disburse its Contribution in one single instalment or in several annual instalments. In case of several annual instalments, the Commission shall call for a yearly payment, on the basis of the forecast cash-flow needs of the Action and the indicative timeframe set out in Article 4 of the Special Conditions.

5.2 The Contribution, or each of the instalments, shall be transferred within the period specified in the debit note issued by the Commission, into the bank account indicated in that note, with a communication specifying the name of the Action as well as any other budgetary references required by the Commission in the debit note.

5.3 On expiry of the time limit for payment specified in paragraph 2, the Commission shall receive interest on the late payment, at the rate applied by the European Central Bank to its principal refinancing operations in euros. The reference rate shall be the rate in force, on the first day of the month in which the time limit for payments expires, as published in the C series of the Official Journal of the European Union, increased by three and a half percentage points. Interest on late payment shall cover the period running from the day following the due date for payment up to and including the date when Commission actually receives payment. Any partial payment shall first cover the interest.

**Article 6 - Accounting and auditing**

6.1 The Commission shall keep accurate and regular records and accounts of the implementation of the Action co-financed by the Contribution, in accordance with the rules and procedures governing its accounts under the financial rules referred to in Article 1(3) of the Special Conditions.

6.2 The Contribution shall be subject to the internal and external auditing procedures laid down in the financial rules referred to in Article 1(3) of the Special Conditions.

**Article 7 - Conflict of interests**

The Parties undertake to take all necessary precautions to avoid conflicts of interests. There is a conflict of interests where the impartial and objective exercise of the functions of any person under this Agreement is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another party.

**Article 8 - Confidentiality**

8.1 The Donor and the Commission shall preserve the confidentiality of any document, information or other material directly related to the implementation of the Action that is duly identified as confidential. The Donor may have access upon request, on a confidential basis, to such documents, information or other material. The confidential nature of a document shall not prevent from it being communicated on a confidential basis when the rules binding upon the Parties so require.

8.2 The Parties shall obtain each other's prior written consent before publicly disclosing such information unless:

a) the concerned Party agrees to release the other Party from the earlier confidentiality obligations;

b) the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the Party bound by that obligation;

c) the disclosure of confidential information is required by law. In no case can disclosure put into jeopardy the Commission's privileges and immunities or the safety and security of the Commission's staff.

8.3 The Parties shall remain bound by confidentiality for at least five years after the end of the execution period.

**Article 9 - Visibility**

9.1 Unless the Donor requests or agrees otherwise, the Commission shall ensure the visibility of the Donor's Contribution.

9.2 The Donor accepts that the Commission publishes in any form and medium, including on its website the name and address of the Donor, the purpose of the contribution as well as the amount contributed and, if relevant, the percentage of co-financing.

**Article 10 - Ownership and use of results**

10.1 To the extent legally possible, ownership, title and industrial and intellectual property rights in the results of the Action and the reports and other documents relating to it shall vest in the Commission, as the case may be together with third parties or as may otherwise be agreed by the Commission.

10.2 Notwithstanding the provisions of Article 10.1 and subject to Article 8, the Commission shall grant the Donor the right to use free of charge and as it sees fit all documents deriving from the Action, whatever their form, provided it does not thereby breach pre-existing industrial and intellectual property rights.

**Article 11 - Evaluation of the Action**

11.1 Representatives of the Donor may be invited to participate in the monitoring and in the evaluation missions relating to the performance of the Action. The results of such missions shall be reported to the Donors.

11.2 Article 11.1 is without prejudice to any evaluation mission which the Donor as a donor may wish to perform. Evaluation missions by representatives of the Donor shall be planned and completed in a collaborative manner with Commission's staff, keeping in mind the commitment of the Parties to the effective and efficient operation of the Agreement. The Commission and the Donor shall agree on procedural matters in advance. The Donor shall make the draft report of the evaluation or monitoring mission available to the Commission for comments prior to final issuance. The Donor shall send the final report to the Commission once issued.

**Article 12 - Amendment of the Agreement**

Any substantial modification to the Agreement, including the annexes thereto, shall be set out in writing in an amendment signed by the Commission and the Donor, without prejudice to non-substantial modifications of the Action introduced by the Commission, which would affect

Annex I to the Agreement to a limited extent without changing the nature and objectives of the Action.

## Article 13 - Implementation period of the Agreement, suspension, *force majeure*, other particular circumstances

13.1 Irrespective of the starting date and implementation period of the projects awarded by the Commission to further the implementation of the Action, the implementation period of the Agreement shall be as set out in Article 2 of the Special Conditions.

13.2 The Commission may suspend implementation of all or part of the Action, upon the Donor's request or on its own motion, if circumstances so require, in particular in case of *force majeure*. The Commission shall inform the Donor without delay and provide all the necessary details. The Agreement may be terminated in accordance with Article 14. If the Agreement is not terminated, the Commission shall endeavour to minimise the duration of the suspension and may resume implementation of the Action once the conditions so allow and shall inform the Donor accordingly.

13.3 The implementation period of the Agreement shall be deemed to be automatically extended by an amount of time equivalent to the duration of the suspension. This is without prejudice to any amendments to the Agreement which may be necessary to adapt the Action to the new implementing conditions.

13.4 Neither of the Parties shall be held liable for breach of its obligations under the Agreement if it is prevented from fulfilling them by *force majeure*.

13.5 The Donor acknowledges that the Action may be adversely affected in case of *force majeure* invoked by the organisations implementing the Action without this constituting a breach of the Agreement even though the Action may not be implemented in full compliance with Annex I to the Agreement. In such a situation, the Commission shall inform the Donor in accordance with Article 2.3 to the extent the relevant information has been shared by the organisations implementing the Action. The Commission shall endeavour in such circumstances to provide a level of information similar to that which is referred to in Article 13.7.

13.6 *Force majeure* shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under the Agreement, was not attributable to error or negligence on their part (or of their partners, contractors, agents or employees), and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as *force majeure* by the defaulting party.

13.7 Without prejudice to Article 13.2, the Party invoking *force majeure* shall notify the other Party thereof without delay, stating the nature, likely duration and foreseeable effect, as well as any measure envisaged to minimise possible damage.

13.8 The Donor acknowledges that expenditures incurred by the organisations implementing the Action may be deemed eligible to the extent justified by *force majeure* and shall therefore be definitively due to those organisations even though the Action may not have been implemented in full compliance with Annex I to the Agreement.

**Article 14 - Termination of the Agreement**

14.1 The Parties shall consult each other in the event of exceptional circumstances, such as:

- non-starting of the implementation or definitive blockade of the Action due to *force majeure*, or in the event of suspension pursuant to Article 13.2, or if, at any time, either Party believes that the purposes of the Agreement can no longer be effectively or appropriately carried out;
- in the event of fraud, corruption or any other illegal activity to the detriment of the financial interests of the European Union;
- non-execution, intentionally or by negligence, of an agreement or regulation, resulting from an act or an omission, which causes or might cause a partial or total loss of the Contribution in the execution of the Agreement.

14.2 Failing agreement on a solution, either Party may terminate the Agreement by serving two months' written notice, unless a shorter period is agreed by the Parties.

14.3 In that event, the balance of the Contribution not committed during the implementation of the Action shall be reimbursed by the Commission to the Donor pro rata to the Donor's share in co-financing the Action. A lump sum may be deducted from the balance to cover the costs of an audit and an evaluation, if applicable. The lump sum for administrative costs is always due in full.

**Article 15 - Reimbursement of unused funds**

Where the Action was completely implemented but not all the funds were used, the balance shall be reimbursed by the Commission to the Donor pro rata to the Donor's share in co-financing the Action.

**Article 16 - Applicable law and jurisdiction**

16.1 The Agreement is governed by EU law, and on a subsidiary basis by Belgian law.

16.2 The Parties shall enter into consultations at the request of either of them should any dispute arise concerning the interpretation, application or fulfilment of the Agreement, including its existence, validity or termination.

16.3 If these consultations fail to amicably resolve such a dispute to the satisfaction of both Parties, any of them may refer the matter to the General Court of the European Union and, in the event of appeal, the Court of Justice of the European Union.

16.4 Nothing in the Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any Party hereto by its constituent documents or international law.

**Article 17 – Data protection**

17.1 Any personal data under the Agreement shall be processed by the Commission in accordance with Regulation 2018/1725 of the European Parliament and of the Council of

23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39). Processing shall be done under the responsibility of the data controller of the Commission (DG ECHO) in accordance with and for the purposes set out in the Privacy Statement applying to the management of agreements in the area of humanitarian aid.

17.2 The Donor shall process personal data under the Agreement in compliance with the applicable EU and national law on data protection (in particular, the General Data Protection Regulation[1]).

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1 Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ('GDPR') (OJ L 119, 4.5.2016, p. 1).