

TRANSFER AGREEMENT

<identification number of the transfer agreement >

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

The Government of Belgium, Ministry of Foreign Affairs, Trade and Development Cooperation, Directorate-General for Development Cooperation and Humanitarian Aid, represented by Mrs Caroline Gennez, Minister of Development Cooperation, with offices at Rue de la Loi 23, 1000 Brussels, Belgium (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 of the actions named "Emergency life-saving response to cover the essential WASH and MPCA needs of people affected by the conflict or the earthquake in northern Syria", "Providing an evidence-based multi-sectoral humanitarian response to vulnerable conflict and earthquake affected households in and out of camps in Northern Syria" and "Integrated lifesaving assistance to acute needs and support in the early recovery of crisis-affected populations in Aleppo, Rural Damascus and Quneitra" (hereinafter referred to as the "Actions") 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 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 24 months as of its entry into force.
- 2(3) The execution period of this Agreement shall end at the latest 18 months as 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 6 000 000 EUR.
- 3(2) Pursuant to Article 4 of Annex II, 3.5% 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. The indicative timeframe of the instalment: by 31 December 2023.

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.DDG.C3 – Middle East

Giovanni DI GIROLAMO, Head of Unit

Giovanni.Di-Girolamo@ec.europa.eu

Joe GALBY, Team Leader Syria

Joe.galby@ec.europa.eu

Voja GLEICHGEWICHT, Desk Officer Syria

Voja.gleichgewicht@ec.europa.eu

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

ECHO.E.3 – Contracts and Finance

Jan SEMPELS, Head of Unit

Jan.Sempels@ec.europa.eu

For the Donor:

Federal Public Service Foreign Affairs, Trade and Development Cooperation, DG Development Cooperation and Humanitarian Aid (DGD) - Rue des Petits Carmes, 15 – 1000 Brussels

For the attention of:

Unit D5.1 – Humanitarian aid

Pieter VERMAERKE, Director

Pieter.vermaerke@diplobel.fed.be

Laura COGELS, Head of Unit

Laura.cogels@diplobel.fed.be

Alice KABONGO, Desk officer

Alice.Kabongo@diplobel.fed.be

Any documentation related to the disbursement of the funds should be submitted to: einvoice@diplobel.fed.be with desk officer in copy.

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) The Commission shall submit to the Donor, in electronic version only and at the latest one month after their submission to the Commission, a copy of the interim and final reports submitted by the implementing partners funded under the Action, under the conditions that 1) the reports will not be made public and 2) the DG ECHO partners give a preliminary agreement on sharing their reports with the Donor. Should any of these conditions not be fulfilled, a summary/information factsheet will be submitted instead.

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

For the Donor

Caroline Gennez

Minister of Development Cooperation
and of Major Cities Policy

Signature



Date 11 december 2023

For the Commission

Name

Fonction

Signature

Date

Annex 1: Description of Action

Belgium's contribution to DG ECHO's humanitarian response in Syria

Situation

General overview of the humanitarian situation in Syria:

The protracted crisis in Syria remains one of the largest humanitarian crises of our times, and the world's largest refugee crisis, generating humanitarian needs unparalleled in scale, severity, and complexity.

Inside Syria, the humanitarian situation has deteriorated significantly over the past twelve months, mainly due to the unresolved political crisis, increasing food insecurity, ongoing conflict, the sharp economic downturn, and the severe water crisis affecting millions across the country, amplified by cyclical, intensifying droughts, poor environmental conditions (de-forestation, soil and vegetation degradation), mismanagement of natural resources, cholera pandemic, and the disastrous earthquakes that hit northern Syria in February 2023. The context remains particularly complex and highly volatile, broadly characterised by three sub-contexts: Northwest, Northeast, and Southern/Central Syria, each experiencing various levels of humanitarian needs, conflict intensity, access dynamics and constraints. As a result, in 2023, we have continued to witness a deteriorating humanitarian situation.

Key Figures

In addition to some **5.7 million Syrian refugees in nearby countries**, inside Syria, there are:

- An estimated **15.3 million** people in need of humanitarian assistance (up from 14.6 in 2022, 13.4 in 2021 and 11 million in 2020).
- Well over half of those in need are women and children;
- **6.8 million** internally displaced persons (IDPs);

Proposed partnerships

1. ACTED in Syria

In Syria, ACTED has been operating since 2012, delivering multi-sector assistance, including WASH, Shelter/Non-Food Items (SNFI), Livelihoods and Camp Coordination and Camp Management (CCM), to conflict-affected and displaced populations in northern Syria.

ACTED has a well-established presence on the ground, operating through 10 offices across Syria, proving to be an important DG ECHO partner in Syria thanks to its sound experience working in camps and settlements. ACTED operates both in Northwest Syria, in Idlib and Aleppo governorates, and Northeast Syria, in Hama, Ar-Raqqa, Al-Hassakeh and Deir-ez-Zor governorates.

DG ECHO's partnership with ACTED

DG ECHO has supported ACTED since 2013, except for 2016, 2017 and 2018. Under DG ECHO-funded projects, ACTED's response has been focusing on four main sectors: Shelter, WASH, Coordination and Multi-purpose cash assistance (MPCA).

Following the earthquake that hit northern Syria on 6 February, ACTED promptly developed a response plan to be implemented in parallel of their ongoing operations in Northwest Syria. Under the 2022 DG ECHO-funded Action, ACTED introduced an earthquake-dedicated response under its multi-purpose

cash assistance result, targeting 2,640 earthquake-affected households with MPCA across Idlib and Aleppo governorates.

In the framework of the 2023 DG ECHO-funded Action, ACTED is responding to critical needs of conflict and earthquake affected households in and out of camps in Northern Syria. Specifically, ACTED is focusing on enhancing the living conditions of vulnerable Syrians in camps and informal settlements through the provision of shelter and WASH assistance, CCM services and MPCA.

Action title: Providing an evidence-based multi-sectoral humanitarian response to vulnerable conflict and earthquake affected households in and out of camps in Northern Syria.

Principle objective: To ensure dignity and address the critical needs in access to basic services for conflict and earthquake affected households in and out of camps in Northern Syria.

2. Solidarités International (SI) in Syria

SI has provided lifesaving and recovery services to the vulnerable Syrian population since 2012. SI has a long-established capacity in providing quality relief and recovery programs in Northeast Syria and Northwest Syria. SI operates mainly through three hubs in the field (one in NWS and two in NES, in Ar-Raqqa and Al-Hassakeh).

SI has focused its Syria operations on three main sectors: WASH, Shelter/NFI and Food Security and Livelihoods. SI is a specialised partner in water and sanitation responses that has implemented in northern Syria since years having achieved a high level of acceptance by the local communities. In NES, SI has been delivering WASH activities directly since 2017 thanks to its high technical expertise and good access.

DG ECHO's partnership with Solidarités International (SI)

DG ECHO has funded SI in 2013 and then continuously since 2018. Under DG ECHO-funded projects, SI's response has been focusing on two main sectors: WASH and MPCA.

In the framework of the 2023 DG ECHO-funded Action, SI is delivering essential WASH services and MPCA to conflict and earthquake affected people in northern Syria. Under its WASH component, SI is contributing to improve access to safe water supplies, as well as integrating critical WASH services, for vulnerable IDPs and host communities in NWS and NES.

Action title: Emergency life-saving response to cover the essential WASH and MPCA needs of people affected by the conflict or the earthquake in northern Syria.

Principle objective: Respond to immediate WASH and MPCA priority needs for people affected by the conflict or the earthquake in Northern Syria.

3. ZOA in Syria

In Syria, ZOA has been operating since 2015, delivering multi-sector assistance, including WASH, FSL, MPCA and Shelter/Non-Food Items (SNFI) to crisis-affected communities in the governorates of Aleppo, Al-Hassakeh, Latakia, Quneitra and Rural Damascus.

ZOA established an office in Damascus in 2018 and one in Aleppo in 2022. Since 2018, ZOA has built its presence in Syria and has specialised in the aforementioned sectors benefiting from continued access to the targeted areas in the different governorates.

DG ECHO's partnership with ZOA

DG ECHO has funded ZOA in 2019, 2022 and 2023. Under the 2019 and 2022 Actions, ZOA partnered with Medair for the implementation of Health, WASH and Shelter activities.

Following the February earthquakes, ZOA was among the DG ECHO partners responding to the disaster through the reallocation of funding. The response focused on the extension of water trucking services and health activities for earthquake-affected communities in Aleppo.

Under the 2023 DG ECHO-funded Action, ZOA is directly implementing activities under four sectors: WASH, Shelter, FSL and MPCA. Through these sectors, ZOA is providing lifesaving services responding to acute humanitarian needs and supporting early recovery efforts targeting vulnerable and conflict-affected communities in the governorates of Aleppo, Quneitra and Rural Damascus. The project is resilience-oriented, providing early recovery assistance with longer-term impacts, particularly important in FSL as it will aim at reducing the prevalence of food insecurity and the reliance on negative coping mechanisms.

Action title: Integrated lifesaving assistance to acute needs and support in the early recovery of crisis-affected populations in Aleppo, Rural Damascus and Quneitra.

Principle objective: Contribute to meeting lifesaving needs and supporting in the early recovery of crisis-affected populations in Aleppo, Rural Damascus and Quneitra through and integrated, multisectoral, area-based approach.

ANNEX 2

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

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

8.2 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 Regulation¹).

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). Page 7 of 7 (ECHO GC v 07 2019)

