

**AGREEMENT ESTABLISHING
THE EUROPEAN UNION TRUST FUND FOR THE
CENTRAL AFRICAN REPUBLIC, 'THE BÊKOU EU TRUST FUND',
AND ITS INTERNAL RULES**

hereinafter 'the Constitutive Agreement'

between

the Government of the Kingdom of the Netherlands ('the Netherlands')

and

the Government of the Federal Republic of Germany ('Germany')

and

the Government of the French Republic ('France')

hereinafter referred to individually as '**the donor**' and collectively as '**the donors**'

and

the European Commission, on behalf of the European Union

hereinafter '**the Commission**',

WHEREAS:

1. The scale of the political and security crisis in the Central African Republic and the difficulties pertaining to infrastructure, the provision of basic services and the functioning of the administration call for international aid that is structured and tailored to situations of fragility and can be organised quickly and efficiently to provide aid for the local population and build their resilience, and help stabilise and develop the country, while strengthening national and local capacity in the short, medium and long term to consolidate peace and strengthen the state. There is also need for appropriate support to countries in the region to help them contain the impact of the crisis and the population movements it is generating.
2. The European Union and France are actively contributing, both politically and militarily, to the stabilisation and reconstruction of the Central African Republic, and remain almost the only aid donors operating on the ground. They are also the lead donors for aid provided under the New Deal for Engagement in Fragile States, for which the Central African Republic is a pilot country. The European Union's political commitment has, from the outset of the crisis, gone hand in hand with a strong commitment to humanitarian aid and development cooperation, consistent with Europe's constant presence in this country long before the start of the current crisis.
3. A joint visit to the transitional Central African authorities in March 2014 by the European Commissioner, Andris Piebalgs, and the French and German

development ministers gave proof of this collective commitment. On that occasion, in view of the difficulties of delivering and implementing aid on the ground, the idea of establishing a trust fund that would enable the international community to contribute effectively and in a coordinated manner to the stabilisation of the Central African Republic was canvassed for the first time.

4. Article 187 of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council¹, applicable by virtue of Article 42 of the Annex to Council Regulation No 567/2014², authorises the Commission to set up and manage an EU trust fund under an agreement concluded with other donors. These funds are designed to mobilise various sources of EU financing and to receive contributions from EU Member States and from donors from non-member countries. EU trust funds have been specifically designed for emergency and post-emergency situations where experience has shown the weakness of the local administrations combined with a sudden increase in the number of donors leads to disorganisation and a fragmentation of the response of the international community, thus hampering an effective and sustainable contribution to the reconstruction of a country.
5. All the conditions are met for the setting-up of such a coordination mechanism in the Central African Republic; it will enable the EU and the international community to respond collectively to the task of bringing about recovery in a shared strategic framework, in concertation with the Central African authorities and through a true division of labour. By themselves, none of the actors currently willing to contribute to the rebuilding of the Central African Republic would be able to mobilise the human and financial resources necessary to design and implement projects and build the capacity of our Central African partners.
6. Drawing on the lessons of previous crises and the need to better coordinate reconstruction/development programmes and the building of Central African capacity with the humanitarian response as part of the 'linking relief, rehabilitation and development' process (LRRD), the Commission, the High Representative of the Union for Foreign Affairs and Security Policy, Germany, France and the Netherlands have proposed to the other Member States that a project for a trust fund put forward by the French Development Agency, AFD, (baptised 'Békou' Fund, Békou meaning hope in the Sango language) be developed in a European framework. To do this, they proposed setting up a European Union trust fund that would act collectively on behalf of the European Union and all the contributors to the fund thanks to strategic and operational coordination.
7. The aim of the trust fund is to develop an innovative European instrument that will attract contributions from donors, including those who do not have the capacity to intervene themselves in the Central African Republic or to sustain their political mobilisation over the length of time necessary for development. The trust fund will prevent the

¹ Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union, OJ L 298, 26.10.2012, p. 1.

² Council Regulation (EU) No 567/2014 of 26 May 2014 amending Regulation (EC) No 215/2008 on the Financial Regulation applicable to the 10th European Development Fund as regards the application of the transition period between the 10th European Development Fund and the 11th European Development Fund until the entry into force of the 11th European Development Fund Internal Agreement, OJ L 157, 27.5.2014, p. 54.

disorganisation and fragmentation of the response of the international community and will create a new form of European development assistance cooperation that will ensure the transition between the purely humanitarian phase and exit from the crisis.

8. By a decision of 11/07/2014 the European Commission decided to establish the European Union Trust Fund for the Central African Republic and empowered the Director-General of the Directorate-General for Cooperation and Development, Mr Fernando Frutuoso de Melo, to sign this Constitutive Agreement.
9. The Fund is established under the European Development Fund. The Development Cooperation Instrument (DCI), the Instrument contributing to Stability and Peace (IcSP), the European Instrument for Democracy and Human Rights (EIDHR) and Regulation (EC) No 1257/96 of 20 June 1996 concerning humanitarian aid (Article 2(d)) may contribute to the Fund, in accordance with the ceilings set by the 2014-2020 multiannual financial framework and in accordance with Article 2 of the IcSP Regulation.
10. The overall objective of the Fund is to support all aspects of the Central African Republic's exit from crisis and reconstruction and to support the neighbouring countries affected by the crisis, in coordination with national frameworks and the instruments of other development partners.
11. The Trust Fund will help achieve this objective through the pooling of resources and of the capacity to analyse, identify and implement the projects of donors active in the Central African Republic. The aim is to harness the instruments and know-how of the Commission and the EU Member States' bilateral agencies and so help develop a collective European response in a post-crisis environment. To avoid duplicating structures on the ground while making the best use of donors' expertise, the Fund will make use of delegated cooperation with Member States' agencies to take advantage of their expertise and their added value in the Central African Republic. In close coordination with the European Commission, these agencies will make a direct contribution to the identification of actions that will be presented to all contributors to the Trust Fund as part of a diversified portfolio for operations in the Central African Republic. The expertise and implementation capacity of other donors may also be mobilised in pursuit of this objective.
12. The Trust Fund is open to all EU Member States that wish to help achieve its objectives, and also to other donors.
13. The Trust Fund is established for a limited period of 60 months in order to provide a medium-term response to a crisis and then post-crisis situation in the Central African Republic. The objective of the founding members, which are signatories to this Constitutive Agreement, is to establish the Trust Fund in Bangui, as close as possible to the Central African authorities and the implementation of activities. The overall strategy of the Fund will be decided in close coordination with the Central African authorities within the existing frameworks for dialogue between these authorities, the EU in the framework of the ACP-EU partnership and the international community. It will be drawn up in coordination with other donors and international bodies operating in the Central African Republic, especially the existing humanitarian aid set-up. However, in view of the security situation at the time of signing this Constitutive Agreement, the Fund will be temporarily established for administrative purposes in Brussels and only the staff needed to identify and implement actions will be sent to Bangui.

14. The rules for the establishment, governance and administration of the Trust Fund need to be laid down in accordance with Article 187 of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council³, applicable by virtue of Article 42 of the Annex to Council Regulation No 567/2014⁴, and with the principles of economy, efficiency and effectiveness.

IT IS HEREBY AGREED:

Part I – General Provisions

Article 1

Establishment of the Trust Fund

1.1 A Trust Fund within the meaning of Article 42 of the Annex to Council Regulation No 567/2014⁵, ‘the Békou EU Trust Fund’, was established by a decision of the Commission of 11 July 2014, in agreement with Germany, France and the Netherlands, founding members of and signatories to this Constitutive Agreement. Its objective is to support the Central African Republic's exit from the crisis, its reconstruction and development and to help the region cope with the consequences of the crisis. In accordance with the Financial Regulation, the Fund shall, from the outset, be open to the participation of other Member States of the European Union and other donors, as defined below.

1.2 In accordance with the terms of the Constitutive Agreement, the Trust Fund shall be managed by the Commission (the ‘**Manager**’) on behalf of the donors and the European Union, under the responsibility of the authorising officer by delegation of the Directorate-General for Cooperation and Development. The Trust Fund shall not have legal personality.

Article 2

Objectives of the Trust Fund

The main objectives and purpose of the Trust Fund shall be to provide consistent, targeted aid for the resilience of vulnerable groups and support for all aspects of the Central African Republic's exit from the crisis and reconstruction, to coordinate actions over the short, medium and long term and to help neighbouring countries cope with the

³ Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union, OJ L 298, 26.10.2012, p. 1.

⁴ Council Regulation (EU) No 567/2014 of 26 May 2014 amending Regulation (EC) No 215/2008 on the Financial Regulation applicable to the 10th European Development Fund as regards the application of the transition period between the 10th European Development Fund and the 11th European Development Fund until the entry into force of the 11th European Development Fund Internal Agreement, OJ L 157, 27.5.2014, p. 54.

⁵ Council Regulation (EU) No 567/2014 of 26 May 2014 amending Regulation (EC) No 215/2008 on the Financial Regulation applicable to the 10th European Development Fund as regards the application of the transition period between the 10th European Development Fund and the 11th European Development Fund until the entry into force of the 11th European Development Fund Internal Agreement, OJ L 157, 27.5.2014, p. 54.

consequences of the crisis. The activities proposed to achieve these objectives are set out in Annex I to the Constitutive Agreement.

Article 3

Resources of the Trust Fund

3.1 General provisions

The Trust Fund's financial resources shall consist of:

- (a) contributions from donors and from the European Union, pursuant to Articles 3.2, 3.3 and 3.5 respectively;
- (b) income generated by the activities of the Trust Fund, including remuneration from investments made with funds on the Trust Fund's bank account (as defined in Article 8.2.1);
- (c) any unused funds returned to the Trust Fund upon completion of an action financed by it ('**action**');
- (d) funds recovered by the Manager from any Fund beneficiaries; and
- (e) donations made by individuals or private entities (without a public-service mission).

For the purposes of this Constitutive Agreement, the donations referred to in point (e) do not constitute contributions (as defined in point 3.2) and the donating individuals or entities are not regarded as donors.

3.2 Contributions from donors

3.2.1 The donors shall contribute funds (a donor '**contribution**') to the Trust Fund in accordance with the following provisions.

3.2.2 Any contribution by a donor shall be made after signing a '**contribution certificate**' drawn up on the basis of the model in Annex III and sent to the Manager by the donors(s). Each contribution certificate shall contain the following information:

- (a) the amount of the contribution in euros or in any other currency. When it is denominated in a currency other than the euro, the amount will be converted into euros on receipt of the contribution in the Trust Fund's bank account, in accordance with Article 8.3.1;
- (b) the date or dates on which the donor will make the contribution available to the Trust Fund (the '**contribution payment date**'), in accordance with the rules set out in Article 3.3;
- (c) for donors contributing less than the threshold set in Articles 5.4.1 and 6.1.1(d)(i), the name of the donor and of its duly mandated representative (or alternate), who, on the one part, will be entitled to vote on the Trust Fund Board and, on the other, will represent the group of such donors and will have voting rights on the Operational Committee, as provided for in Article 6.4.1 ('**pool of donors**').

3.2.3 By sending a signed contribution certificate to the Manager:

- (a) the donor enters into an irrevocable commitment to make available the contribution described therein on the agreed contribution payment dates; and
- (b) the donor undertakes to comply with the Constitutive Agreement.

3.2.4 Donors may not place any restrictions or conditions on the use of any contribution other than those set out in the Constitutive Agreement.

3.2.5 A donor may at any time decide to make a new contribution to the Trust Fund. It should then produce a new contribution certificate, as provided for in Article 3.2.2.

3.2.6 Without prejudice to Article 3.6, the Manager must decide whether a new or additional contribution may be accepted in the year preceding the closure of the Trust Fund, as provided for in Article 17.2(d).

3.3 Payment of contributions by donors

The donors shall pay their contribution(s) into the Trust Fund account referred to in Article 8.2.1 within six months of the date of signing of the contribution certificate, if it is signed in 2014, and within two months if the signing takes place after 1 January 2015.

However, contributions of over EUR 5 million may be paid in no more than three annual instalments. The first instalment must be paid within the time limit laid down in the preceding paragraph. The remaining instalments must be paid in accordance with the payment schedule in the contribution certificate.

3.4 The Manager's acknowledgment of the receipt of contributions

On receipt of the signed contribution certificate the Manager shall issue the donor with an acknowledgement of receipt setting out:

- (a) the details of the contribution, i.e. the amount and the currency;
- (b) a table showing the aggregate amount of the agreed contributions plus the contributions effectively received from each donor and from the Commission;
- (c) the voting rights thus acquired on the Operational Committee pursuant to Article 6.4.1.

In issuing such acknowledgement the Manager undertakes to use the funds in accordance with the provisions of the Constitutive Agreement.

3.5 Contributions of the European Union

The European Union shall contribute to the Trust Fund in accordance with its financial rules and the basic act of the financial instrument used to finance the Trust Fund. Articles 3.2 and 3.4 apply *mutatis mutandis* to the European Union's contribution.

3.6 New donors

In addition to the founding members, the Trust Fund is open to contributions from other EU Member States and bodies designated by them for that purpose, and, subject to Articles 5.2(d) and 3.1(e), to third countries and other contributors. By contributing to the Trust Fund and signing a contribution certificate, the new donors shall accede to the Constitutive Agreement, which they undertake to uphold.

3.7 Contribution certificates

All signed contribution certificates shall be placed in Annex II.

3.8 Location of the Trust Fund

The Trust Fund shall be temporarily established in Brussels for administrative purposes. The Board will decide on its transfer to Bangui when the security conditions so allow.

Part II – Governance provisions

Article 4

Governance bodies of the Trust Fund

The following governing bodies are established by this Constitutive Agreement:

- (a) a Trust Fund Board which shall establish and review the overall strategy of the Trust Fund;
- (b) an Operational Committee responsible in particular for allocating the Fund's financial resources to individual actions.

4.2 The Manager shall act as the secretariat of the Trust Fund Board and of the Operational Committee. It shall be responsible for implementation of the actions financed by the Trust Fund.

Article 5

Trust Fund Board

5.1 Composition of the Trust Fund Board

5.1.1 The Trust Fund Board shall be composed of representatives of the donors, of the Commission acting on behalf of the European Union, a representative of the CAR authorities and, as observers, representatives of EU Member States that are not members of the Operational Committee (as defined in Article 6.1.1) (**observers**).

5.1.2 The Director-General of the Directorate-General for Cooperation and Development, representing the Commission, shall chair the meetings of the Trust Fund Board (**Chair**), assisted by the founding members of the Trust Fund (**Deputy Chairs**). The Chair will be flanked by a representative of the High Representative of the Union for Foreign Affairs and Security Policy and by the Head of the EU Delegation in the Central African Republic. The Manager shall be present at meetings of the Trust Fund Board and shall act as its secretariat.

5.1.3 The Chair may decide to invite other observers to the meetings of the Trust Fund Board, where necessary, in particular where these observers are concerned by the decisions to be adopted.

5.1.4 Each donor shall appoint a duly authorised representative, the 'full representative'. If the full representative is unable to attend, an alternate may be appointed to take part in the meetings. Any representative, except that of the Commission, may represent more than one donor on the Trust Fund Board, provided that the donors concerned jointly notify the Manager and send a copy of the instrument of authorisation drawn up before the meeting. The representatives may be accompanied by one or more advisory staff.

5.1.5 No representative (or advisory staff) shall receive any form of remuneration from the Trust Fund. They shall bear all costs arising from their function, including all costs incurred for travelling to and attending Trust Fund Board meetings.

5.2 Role and responsibilities of the Trust Fund Board

The Trust Fund Board shall:

- (a) subject to Article 2, establish and review the overall strategy of the Trust Fund and Annex 1 to this Agreement;
- (b) issue strategic guidelines addressed to the Operational Committee and the Manager of the Trust Fund;
- (c) take receipt of the annual report and the annual accounts for the Trust Fund drawn up by the Manager and adopted by the Operational Committee; and
- (d) decide whether donors other than EU Member states may contribute to the Trust Fund and lay down the conditions under which such contributions may be accepted.

5.3 Meetings of the Trust Fund Board

5.3.1 The Trust Fund Board shall meet as often as necessary and at least once a year. Meetings of the Trust Fund Board may be called by the Chair at any time or at the request of at least one third of the donors.

5.3.2 Meetings of the Board shall usually be held at the premises of the European Union in Brussels. The Chair and Deputy Chairs may, however, propose to the members of the Board that they meet in Bangui or another location. The Trust Fund Board may hold meetings by videoconference, conference call or any other remote communication system.

5.3.3 If necessary, and in accordance with the Constitutive Agreement, the Trust Fund Board shall adopt rules of procedure. In the event of a conflict between the Constitutive Agreement and the rules of procedure, the Constitutive Agreement shall prevail.

5.4 Voting rights, quorum, voting rules and written procedures

The Board shall operate on the basis of consensus. However, where a vote is required, the following rules will apply:

5.4.1 Each donor or pool of donors having submitted a signed contribution certificate for an amount of not less than EUR 3 million shall have one vote on the Trust Fund Board. The Chair shall have one vote and a right of veto over decisions taken by the Board in order to ensure that decisions are consistent with the law and principles of the European Union and with European development policy as laid down by the European Parliament and the Council of the Union, and satisfy the requirements of the Financial Regulation and the Commission's responsibilities as Manager of the Fund.

5.4.2 The Board shall be quorate if both the following conditions are satisfied:

- (a) the donors present account for at least one third of the donors; and
- (b) the Chair and at least one Deputy Chair are present.

At the start of each meeting of the Board, the Chair shall establish whether the quorum is reached.

5.4.3 In the event of a vote, each decision of the Trust Fund Board shall be taken by a simple majority.

Article 6

Operational Committee

6.1 Composition of the Operational Committee

6.1.1 The Operational Committee is composed of:

- (a) the Commission's representative, acting on behalf of the European Union, which shall chair the meetings of the Operational Committee (the '**Chair**'). A representative of the High Representative of the Union for Foreign Affairs and Security Policy and the Head of the EU Delegation in the Central African Republic shall form part of the Commission's delegation;
- (b) a representative of the Central African Republic authorities;
- (c) representatives of the founding members signatory to this Constitutive Agreement ('**Deputy Chairs**');
- (d) a representative of each donor or pool of donors (the '**members**'), which:
 - (i) has provided a signed contribution certificate for an amount of at least EUR 3 million;
 - (ii) adheres to all undertakings contained in the Constitutive Agreement applicable to them, in particular those concerning payment of the contribution;

The Manager shall take part in the meetings of the Operational Committee and shall act as its secretariat.

6.1.2 Each Member shall appoint a duly authorised representative, the 'full representative'. If the full representative is unable to attend, an alternate may be appointed to take part in meetings. Any representative, except that of the Commission, may represent more than one donor on the Operational Committee, provided that the donors concerned jointly notify the Manager and send a copy of the instrument of authorisation drawn up before the meeting. The representatives may be accompanied by one or more advisory staff.

6.1.3 Representatives shall not receive any form of remuneration from the Trust Fund. They shall bear all costs arising from their function, including all costs incurred for travelling to and attending Operational Committee meetings.

6.2 Role and responsibilities of the Operational Committee

The Operational Committee shall:

- (a) adopt the Fund's operating rules;
- (b) examine and approve actions financed by the Fund, which may be grouped in the form of a work programme;
- (c) supervise implementation of the actions financed by the Trust Fund, taking into account the strategic guidelines issued by the Board, assess the effectiveness of the internal control systems and follow up any observations by internal or external auditors;
- (d) approve the annual report on the activities financed and the annual accounts for transmission to the Trust Fund Board in accordance with Articles 7.2(e) and 8.3.4;
- (e) ensure appropriate visibility for activities financed by the Trust Fund;
- (f) approve proposed amendments to the Constitutive Agreement, in accordance with Article 19; and

(g) decide on the winding-up of the Trust Fund, in accordance with Article 17.2.

6.3 Meetings of the Operational Committee

6.3.1 The Operational Committee shall meet several times yearly and as often as necessary. Meetings of the Operational Committee may be convened by the Chair at any time or at the request of at least two members accounting for not less than one third of the members' voting rights at the date of the request.

6.3.2 While the Fund is established in Brussels, meetings of the Committee shall usually be held at the premises of the Commission in Brussels. The Chair may, however, propose to the members of the Committee that they meet in Bangui or another location. Once security conditions allow the Board to decide to move to the Central African Republic, the meetings shall usually be held in Bangui.

The Operational Committee may hold meetings by videoconference, conference call or any other remote communication system.

6.3.3 If necessary, and in accordance with the Constitutive Agreement, the Operational Committee shall adopt rules of procedure. In the event of a conflict between the Constitutive Agreement and the rules of procedure, the Constitutive Agreement shall prevail.

6.4 Voting rights, quorum, voting rules and written procedures

The Operational Committee shall operate on the basis of consensus. However, where a vote is required, the following rules shall apply:

6.4.1 Each contribution of not less than the amount specified in Article 6.1.1(d)(i) shall entitle the relevant member to a number of votes on the Operational Committee established as follows:

- For a contribution of up to EUR 15 000 000, one vote is accorded for each tranche of EUR 1 000 000
- For a contribution of over EUR 15 000 000, 15 votes are accorded for each additional tranche of EUR 5 000 000 up to the amount of EUR 50 000 000
- For a contribution of over EUR 50 000 000, 21 votes are accorded, plus one vote for each additional tranche of EUR 10 000 000.

The voting rights are granted on the basis of the amount specified in the contribution certificate, once at least one tranche has been paid. These voting rights shall take effect from the date of the first Operational Committee meeting following receipt of the first payment by the Manager. They are acquired for the life of the Trust Fund.

The same rule shall apply to the Commission's contribution. However, the final decision on the use of the funds must receive a favourable vote from the Commission.

6.4.2 The Operational Committee shall be quorate if the following conditions are satisfied:

- (a) the members present account for at least one third of the members;
- (b) the members present represent at least one third of the total voting rights at the time of the meeting; and
- (c) the Chair and at least one Deputy Chair are present.

At the start of each meeting of the Operational Committee, the Chair shall establish whether the quorum is reached.

6.4.3 Without prejudice to Article 19, in the event of a vote each decision of the Operational Committee shall be taken by a simple majority.

6.4.4 Exceptionally, the Operational Committee may be consulted and take decisions by written procedure with tacit consent on any urgent issue raised at the Chair's initiative. Such decisions shall be deemed approved unless at least one third of the members accounting for not less than one third of voting rights reject the proposal within five (5) calendar days following receipt of the written request for a decision accompanied by the relevant supporting documents. Rejection of a proposal must be notified in writing to the Chair of the Operational Committee. The Chair shall inform the members of the outcome of the written procedures in writing. All comments by members concerning the written procedures shall be copied to all other members. The Manager shall be responsible for ensuring this provision is adhered to.

6.5 Approval of actions

6.5.1 Actions to be financed by the Trust Fund must receive the prior approval of the Operational Committee.

However, the Operational Committee may set an amount below which actions that fulfil the objectives of the Trust Fund as set out in Article 2 and the eligibility criteria in Article 9.1 may, within the limits of the uncommitted resources available to the Trust Fund, be approved by the Manager alone. The Manager must inform the Operational Committee immediately.

6.5.2 Each donor may propose actions to the Manager for submission to the Operational Committee, provided that they fall within the remit of the Fund and comply with guidelines laid down by the Board.

6.5.3 The Manager may also, with the agreement of the Operational Committee on the allocation to be mobilised and in accordance with the rules applicable to the implementation of actions, call on expertise in the field to be paid for by the Fund once it is set up in order to identify actions in liaison with the local authorities, international and non-governmental organisations and other donors, and so build a diversified portfolio. This portfolio shall be built up taking into account the actions already implemented by the EU and other donors. In particular, the Manager may call on any qualified person from Central African or international civil society who may assist in the selection process. Preference will be given to the expertise of the European Commission and national development agencies.

6.5.4 The Manager shall submit one or more proposed actions to the Operational Committee for approval. Each proposed action shall be described in a short document ('**Action Fiche**') containing key information, such as the aid procedures, schedule, estimated budget, etc. The Manager shall present these Action Fiches at meetings of the Operational Committee.

For actions where the implementation of tasks is delegated to a third party (the '**implementing partner**'), the Action Fiche shall indicate the name of the implementing partner or, if not yet identified, the type of organisation envisaged and the criteria to be used to select them.

6.5.5 Once an individual action has been approved by the Operational Committee, it must be implemented in conformity with the Action Fiche. If, during the implementation phase, a

substantial change⁶ in the nature of the action is required after its approval by the Operational Committee, the Manager shall present the Action Fiche amended to reflect these changes to the Operational Committee for approval prior to their implementation.

Where an action needs to be changed in exceptional cases of extreme urgency the Manager may amend the Action Fiche and immediately notify the Operational Committee, which shall then have ten working days following the notification to reject the amendment.

Article 7

Management of the Trust Fund

7.1 General

The Commission, under the responsibility of the authorising officer by delegation appointed by the Commission, shall be the Manager of the Trust Fund. The accounting officer of the Commission shall be the accounting officer of the Trust Fund (the '**Accounting Officer**').

7.2 Role of the Manager and of the Accounting Officer

The Commission in its role as Manager and Accounting Officer of the Trust Fund shall be responsible for the following tasks:

- (a) acting as secretariat for the Trust Fund Board and the Operational Committee, including documentation and logistics;
- (b) carrying out the Trust Fund's financial management in accordance with Article 8 and providing all the information needed for the establishment of the financial statements;
- (c) implementing actions, directly or indirectly, by delegating implementation tasks to implementing partners, in accordance with Article 10;
- (d) preparing by 15 February of each year the Trust Fund's provisional accounts, which shall include:
 - (i) the annual financial statements, drawn up in accordance with Article 8.3.4(b);
 - (ii) the annual financial report on the activities financed by the Trust Fund, drawn up in accordance with Article 8.3.4(a);
- (e) drawing up an annual report on the activities financed by the Trust Fund, their implementation and performance, including the results of controls, and on the efficiency and effectiveness of the internal control system. The report shall be submitted to the Operational Committee for approval by 15 February and then submitted to the Trust Fund Board;
- (f) preparing and submitting the final annual accounts to the Operational Committee for approval by 15 June and then submitting them to the Trust Fund Board, the European Parliament and the Council of the European Union, in accordance with Article 8.3.4(c);

⁶ Cumulated changes in the funds allocated to a work programme or individual action adopted independently of the work programme not exceeding 20 % of the maximum allocation of the work programme or individual action shall not be considered substantial, provided that they do not significantly affect their nature and objectives of the action. These changes may include an increase in the maximum allocation to the work programme or individual action of up to 20 %.

- (g) preparing six-monthly and annual financial reports in accordance with Article 8.3.4(a);
- (h) delivering to each donor copies of the annual report, annual accounts and, as soon as they are available, the financial reports on the activities financed by the Trust Fund;
- (i) drawing up annual or six-monthly disbursement forecasts for the Trust Fund;
- (j) making available to donors, in response to reasonable requests, all relevant financial information. Should a donor request a substantial amount of financial information, the Manager shall be authorised to ask the requesting donor for a contribution to the costs, calculated on an agreed basis;
- (k) deciding on the financing of actions below the threshold established in accordance with Article 6.5.1.

7.3 Management costs

The Commission shall be authorised to deduct a sum of up to 5% of the amounts contributed to the Trust Fund to cover its management costs.

7.4 Liability of the Commission

7.4.1 In its role as Manager or Accounting Officer of the Trust Fund the Commission shall exercise the same level of care under the Constitutive Agreement as it exercises in the management of the budgets for which management responsibility is conferred on it under the Treaties. It shall assume its managerial and fiduciary responsibility as part of the discharge, in accordance with Article 187(10) of the Financial Regulation.

7.4.2 The obligations of the Commission in respect of the Trust Fund and the donors shall be limited to those expressly provided for in the Constitutive Agreement.

Part III – Financial and implementation provisions

Article 8

Financial management of the Trust Fund

8.1 Financial management of the Trust Fund

8.1.1 The Accounting Officer shall keep accurate and regular financial records of the Trust Fund and the actions it finances in accordance with the relevant provisions of this Article.

8.1.2 The Manager shall carry out any other tasks which are specifically assigned to it in the Constitutive Agreement or reasonably deemed necessary for the efficient and effective financial management of the Trust Fund.

8.1.3 The Manager shall fulfil this role by:

- (a) putting in place effective and efficient internal control systems throughout the life of the Trust Fund;
- (b) making available the resources required to administer the Trust Fund;
- (c) keeping donors informed as part of its management duties;

- (d) ensuring sound financial management, including recoveries where necessary.
- (e) drawing up the annual report on the activities financed by the Trust Fund (Article 7.2(e)) for approval by the Operational Committee.

8.2 Treasury management

8.2.1 The Accounting Officer shall be responsible for treasury management and for management of the Trust Fund's bank account. The Accounting Officer shall open a bank account in the name of the Trust Fund (**'Trust Fund account'**). The income from investment of the Trust Fund's liquid assets shall be apportioned twice a year and shall constitute the sole remuneration for any funds on the Trust Fund account. This remuneration shall take into account the liquidity and transformation risks borne by the Commission in its investment activity so that it can meet at any time the liquidity requirements for managing the Trust Fund account.

8.2.2 All income accruing from the funds deposited on the Trust Fund account shall be an integral part of the Trust Fund.

8.3 Management of the bank account, drafting and approval of the financial statements of the Trust Fund

8.3.1 The Accounting Officer shall maintain separate accounts for the Trust Fund in which it will record the receipt of contributions, disbursements for approved actions, all remuneration received, payment of the Manager's management costs, and any other operation affecting the Trust Fund's resources. The Accounting Officer shall manage the Trust Fund account in euros and in accordance with the accounting principles that it applies in the management of the budgets for which management responsibility is conferred on it under the Treaties. The Accounting Officer shall carry out currency conversion operations following the usual procedures. Contributions shall be taken into account when recorded in the Trust Fund account for the amount in euros resulting from the conversion at the time of their depositing on the Trust Fund account.

8.3.2 The financial year of the Trust Fund shall be the calendar year. The first financial year shall be the year ending on 31 December following the date on which the Trust Fund commences its activities, in accordance with Article 17.1.3.

8.3.3 The accounting system shall be designed to organise the budgetary and financial information in such a way that figures can be entered, classified and recorded and that accounting information is accurate, complete and reliable and can be supplied in a timely manner. The accounting system shall consist of general accounts and budgetary accounts.

8.3.4 The financial information shall be prepared as follows:

- (a) The Manager shall draw up by 30 September of each financial year a half-yearly financial report on the Trust Fund's operations, and, by 15 February, an annual financial report.
- (b) The Accounting Officer shall draw up by 15 February the provisional annual financial statements.
- (c) Following preparation and auditing in accordance with Article 11, the Manager and the Accounting Officer shall submit the final annual accounts to the Operational Committee for its approval. These accounts must be approved by 15 June.
- (d) All accounting records and financial statements shall be kept in euros.
- (e) The financial statements shall be drawn up in accordance with EU accounting rules.

Article 9

Eligibility of actions and nationality and origin rules

9.1 Eligible actions

To be financed by the Trust Fund an action must comply with the following criteria:

9.1.1 The action must fall within the geographic scope of the Trust Fund covering the Central African Republic and all the neighbouring countries likely to be directly affected by the crisis there.

9.1.2 The action must further the main objectives and purpose of the Trust Fund, as set out in Article 2 and Annex I to the Constitutive Agreement.

9.2 Nationality and origin rules

Participation in the award of contracts or grants and in the recruitment of consultants is open without restriction.

However, eligibility as provided for in the preceding paragraph may be restricted in terms of nationality, geographical location or the nature of grant applicants where such restrictions are required on account of the specific nature and objectives of the action and are necessary for its effective implementation.

Eligibility as provided for in the first paragraph may be restricted in terms of the origin of supplies and materials and the nationality of potential contractors and consultants where such restrictions are justified and relevant for the effective implementation of an action.

Article 10

Implementation of actions financed by the Trust Fund

Once approved by the Operational Committee, an action shall be implemented in accordance with the implementing procedures provided for in the applicable Commission rules and regulations. These actions can then be implemented either directly by the Commission or delegated to the national agencies of Member States or the agencies of other donors or international organisations. Given the Trust Fund's objective in a crisis and post-crisis situation, flexible procedures appropriate to the local environment will be used to ensure that the Fund is effective and responsive. To avoid duplicating structures on the ground while making the best use of donors' expertise, delegated cooperation with Member States' national agencies and other Fund donors shall be the preferred option wherever it will offer an appropriate response in terms of the cost, effectiveness and European visibility of the Fund-financed actions.

Part IV – Final provisions

Article 11

Protection of financial interests, audit and control

11.1 Protection of the financial interests of the Trust Fund

The Manager shall take appropriate measures to ensure that, when actions financed by the Trust Fund are implemented, the financial interests of the Union and of the donors are protected by the application of preventive measures against irregularities, fraud, corruption and any other illegal activities, by effective controls and, if irregularities, fraud, corruption or any other illegal activities are detected, by the recovery of the amounts wrongly paid. The contracts and agreements signed with third parties shall authorise the Commission to carry out controls on the spot, to suspend payments and implementation of actions where serious irregularities, fraud or corruption occur during implementation, and to apply, where appropriate, effective, proportionate and deterrent contractual penalties.

The European Anti-Fraud Office (OLAF) shall exercise the same powers over the Trust Fund in its entirety, including its governance bodies and the representatives of donors and observers participating in such bodies, as it does in respect of other activities of the Commission.

11.2 Audit

11.2.1 The Trust Fund, including the actions financed by it, shall undergo an independent external audit every year. The cost of these external audits shall be borne by the Trust Fund.

11.2.2 The Commission's internal auditor and the Court of Auditors shall exercise the same powers over the Trust Fund as they do over other activities of the Commission.

11.3 Control

11.3.1 The Commission shall set up and ensure the functioning of an effective and efficient internal control system to ensure that internal control objectives are complied with in accordance with Article 32 of the Financial Regulation.

11.3.2 As provided for in Article 17.2, the Manager shall, until at least five years after the termination of the Trust Fund:

- (a) keep accounting documents concerning the activities financed by the Trust Fund, and;
- (b) make available to donors, in response to reasonable requests, all relevant financial information. Should a donor request a substantial amount of financial information, the Manager shall be authorised to ask the requesting donor for a contribution to the costs, calculated on an agreed basis.

11.4 Access by European Union institutions and bodies

11.4.1 The Manager, the implementing partners and entities receiving funds from the Trust Fund must give staff and authorised agents of (i) the European Court of Auditors, (ii) OLAF, and (iii) any other relevant European Union institution or body access to all documents and information on the utilisation of Trust Fund resources and allow them to fulfil their obligations under EU law, in full compliance with international law and agreements concluded between the European Union and the implementing partners in this regard.

11.4.2 All agreements and contracts to implement actions financed by the Trust Fund shall expressly authorise the staff and authorised agents of (i) the Commission, including OLAF, (ii) the European Court of Auditors, and (iii) any other relevant EU institution or body to conduct audits, on-the-spot checks and/or inspections.

11.4.3 The Manager shall make available to the European Parliament and the Council of the European Union the annual accounts and annual report, in accordance with Article 7.2.

Article 12

Visibility

12.1 The Commission shall ensure that all entities and implementing partners in receipt of funds from the Trust Fund take all appropriate steps to publicise the fact that an action has received funding from the Trust Fund, in accordance with the 'Communication and Visibility Manual for EU External Actions'⁷.

12.2 Donors shall agree to the Manager's publishing in any form and on any platform, including its website, their name and address, the purpose of the contribution and the amount contributed.

12.3 The Manager may use funds from the Trust Fund to ensure the visibility of the Trust Fund-financed actions.

Article 13

Evaluation and monitoring

The Trust Fund and the actions financed by it will be subject to the monitoring and evaluation rules applicable to EU external aid programmes with a view to ensuring adherence to the principles of economy, efficiency and effectiveness, taking account of situations of fragility. Each action proposal must lay down objectives with relevant indicators to evaluate results.

Article 14

Access to documents and confidentiality

Access to documents of the Trust Fund shall be governed by Regulation (EC) No 1049/2001⁸.

Subject to any applicable mandatory rules, the donors and the Manager shall undertake to preserve the confidentiality of any document, information or other material submitted by them or by any third party with a request to treat it as confidential for at least five years after the date of termination of the Trust Fund pursuant to Article 17.

⁷ <http://ec.europa.eu/europeaid/work/visibility>.

⁸ Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents (OJ L 145, 31.5.2001, p. 43).

Article 15

Conflicts of interest

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

Article 16

Ownership and use of results

16.1 Without prejudice to the relevant provisions of the contracts and agreements signed by the Manager, or by implementing partners where management is indirect, for the implementation of Trust Fund-financed actions, the ownership, title and industrial and intellectual property rights to the results of the Trust Fund or actions financed by it, and to the reports and other documents relating to it, shall be vested in the Manager of the Trust Fund.

16.2 Notwithstanding the provisions of Article 16.1, and subject to Article 14, the Operational Committee may accord donors the right to use without charge and as they see fit all documents and other results arising from the Trust Fund and the actions financed by it, whatever their form, provided they do not thereby (i) breach existing industrial and intellectual property rights, or (ii) harm the interests of the Trust Fund or its donors, or those of the European Union.

Article 17

Entry into force and duration of the Trust Fund

17.1 Entry into force and commencement of activities

17.1.1 This Agreement shall enter into force for its signatories on the date of its signing by the representative of the Commission, on behalf of the European Union, and at least one donor.

17.1.2 The Trust Fund shall commence operations when contribution certificates accounting for contributions totalling at least EUR 10 000 000 have been sent to the Manager in accordance with Article 3.2⁹.

17.1.3 The Manager shall inform all donors of the commencement of the Trust Fund's activities.

17.2 Winding-up of the Trust Fund

17.2.1 The Trust Fund shall continue operating until the first of the following situations occurs (each a '**termination event**'):

(a) there are no funds available on the Trust Fund account or committed funds;

⁹ Amount in euros to be decided by the authorising officer by delegation before the signing of the Constitutive Agreement

- (b) the Operational Committee decides that the Trust Fund should be wound up;
- (c) the European Parliament and/or the Council of the European Union request the winding-up of the Trust Fund in accordance with Article 17.2.2;
- (d) the time limit set for the duration of the Trust Fund is reached. The duration of the trust Fund may be extended by a decision of the Commission adopted at the request of the Operational Committee.

The Trust Fund Board shall be notified of any such termination event.

17.2.2 The European Parliament and/or the Council of the European Union may, where appropriate, ask the Commission to cease allocating funds to the Trust Fund or to revise the Constitutive Agreement with a view to winding up the Trust Fund. The Trust Fund Board shall be notified of any such request.

17.3 Destination of resources when the Trust Fund is wound up

If any of the situations provided for in Article 17.2 occur, the following provisions shall apply with respect to the resources of the Trust Fund:

- (a) the Manager may not undertake any new activities other than those necessary for the orderly realisation, conservation and preservation of the Trust Fund's resources and the fulfilment of the contractual obligations in respect of the Trust Fund;
- (b) the Manager shall establish appropriate financial statements, which shall be subject to the audit procedure referred to in Article 11. These audited financial statements shall then be submitted to the Operational Committee for approval;
- (c) the Manager shall submit the Operational Committee's proposal concerning the winding-up of the Trust Fund to the Commission for a decision;
- (d) the Operational Committee shall discuss possible uses of the funds available and not yet committed at the time of the winding-up. Any remaining funds shall be returned, on a pro rata basis, to the Commission, as general revenue, and to the donors.

Article 18

Suspension and cases of force majeure

18.1 The Manager may temporarily suspend implementation of all or part of an action if circumstances so require, in particular in cases of force majeure. The Manager shall inform the Operational Committee without delay and provide all necessary details. The Manager shall endeavour to minimise the duration of the suspension and may resume implementation of the suspended action once the conditions allow, and shall inform the Operational Committee accordingly.

18.2 The implementation period of a suspended action shall be automatically extended by an amount of time equivalent to the length of the suspension. This is without prejudice to any changes to the suspended action which may be necessary to adapt it to the new implementing conditions.

18.3 None of the parties shall be held liable for failure to fulfil its obligations under the Constitutive Agreement if it is prevented from fulfilling them by force majeure. Force majeure shall mean any unforeseeable exceptional situation or event beyond the parties' control which prevents one of them from fulfilling any of their obligations under the Constitutive Agreement

and which is 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. Without prejudice to Article 18.2, the party invoking force majeure shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and take any measure to minimise possible damage.

Article 19

Amendments to the Constitutive Agreement

19.1 Amendments to the Constitutive Agreement

Article 2 may be amended by a unanimous decision of the Trust Fund Board.

Articles 5, 6 and 19 may be amended at any time by a unanimous decision of the Operational Committee on a proposal made by the Manager or any member.

The other provisions of the Constitutive Agreement may be amended at any time by a two-thirds majority decision of the Operational Committee on a proposal made by the Manager or any member, provided that the Chair votes in favour.

The Trust Fund Board shall be notified of any such amendment.

19.2 Annexes II, III and IV

Annexes II, III and IV are attached to the Constitutive Agreement for information purposes and may be amended by the Operational Committee on a proposal of the Manager. By derogation from Article 19.1, the signed contribution certificates (Annex II) may not be amended.

Article 20

Withdrawal of a donor from the Trust Fund

Any donor may decide to withdraw from the Trust Fund by giving one month's written notice to the Manager. Once withdrawal is effective, it shall cancel any rights and obligations of that donor under the Constitutive Agreement, except those provided for in Article 3. Observers shall inform the Manager of their intention to discontinue their participation.

Article 21

Applicable law and jurisdiction

21.1 The contributions and the Trust Fund shall be governed by the Constitutive Agreement, by the applicable EU legislation and by the general principles common to the laws of the EU Member States.

21.2 The parties shall enter into consultations at the request of one of the parties should any dispute arise concerning the interpretation, application or fulfilment of the Constitutive Agreement, including its existence, validity or termination.

21.3 If these consultations fail to resolve such a dispute amicably to the satisfaction of both parties, any party may refer the matter to the General Court of the European Union.

21.4 Nothing in the Constitutive 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 22

Annexes

The following documents are annexed to the Constitutive Agreement and constitute an integral part thereof:

Annex I: Detailed description of the objectives and purpose of the Trust Fund

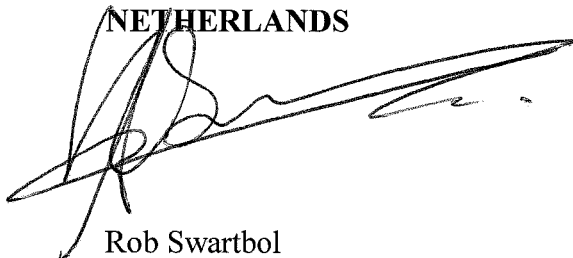
Annex II: Signed Contribution Certificates

Annex III: Model Donor's Contribution Certificate

Annex IV: Model Action Fiche

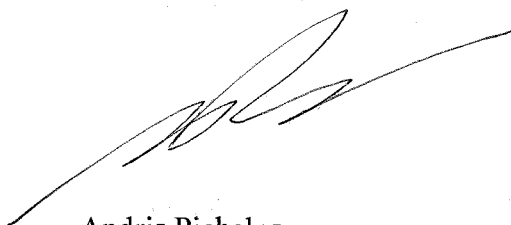
Done at Florence on 15 July 2014 in five original copies: one in the German language, one in the English language and three in the French language, of which two for the Commission and one for each founding donor.

**FOR THE GOVERNMENT OF THE
KINGDOM OF THE
NETHERLANDS**



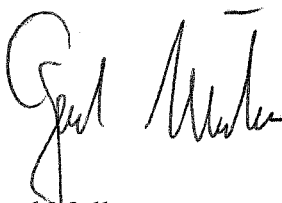
Rob Swartbol
Director General for
International Cooperation

FOR THE EUROPEAN COMMISSION



Andris Piebalgs
Commissioner responsible for Development

**FOR THE GOVERNMENT OF THE
FEDERAL REPUBLIC OF GERMANY**

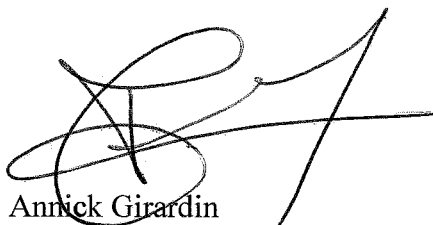


Gerd Müller
Federal Minister for Economic
Cooperation and Development



Fernando Frutuoso de Melo
Director-General
Directorate-General for Cooperation and
Development – EuropeAid

**FOR THE GOVERNMENT OF THE
FRENCH REPUBLIC**



Annick Girardin
State Secretary for Development and
Francophony at the Ministry of Foreign
Affairs and International Development

Definition of activities to be financed by the Fund

The activities financed by the Fund must help achieve the overall objective of the Fund, as set out in Article 2 of the Constitutive Agreement, namely to assist the country to exit from crisis and restart the engines of development, together with the Central African Republic (CAR) authorities and in accordance with the EU guidelines. The measures financed by the Fund shall be in line with national frameworks and the principles of the New Deal for Engagement in Fragile States, for which the CAR is one of the pilot countries.

1. The Fund will finance activities that contribute, *inter alia*, to:

1.1) assisting the CAR in its recovery from crisis and in all aspects of reconstruction, with the emphasis on measures designed to:

- restore essential public services (e.g. electricity, transport, access to justice and access to water) and basic social services (health and education), and stabilise the food and nutrition situation;
- revive economic activity;
- stabilise the country and restore the social fabric, in particular through reconciliation, peaceful coexistence between the communities of the CAR and respect for human rights;
- re-establish the legitimacy, rebuild capacity and restore the operation of national and local administrative structures.

1.2) mitigating the impact of the crisis on the countries sharing a common border with the CAR and/or sheltering refugees and those fleeing the violence in CAR, in particular through:

- aid to refugees and returnees in those countries;
- aid to the local and national structures and communities in those countries hosting refugees and returnees;
- measures to mitigate the social and economic impact of the crisis in neighbouring countries, in particular in border areas, and cross-border cooperation measures.

2. The activities financed by the Fund will consist mainly of measures in all relevant sectors that form part of the relief, rehabilitation and development process, in particular:

- health, including psychosocial support and measures to tackle gender-based violence;
- education;
- food security, sustainable agriculture and fisheries;
- the improvement of urban and rural livelihoods, in particular for vulnerable sections of the population;
- urban and energy infrastructures;
- support for economic and social structures (civil society, local authorities, businesses);
- local and community development;
- sustainable and transparent management of natural resources;

- building capacity among CAR stakeholders to ensure optimum use of the aid and facilitate the political transition process.

Special attention will be paid to the gender dimension of aid activities.

3. With particular reference to UN Security Council Resolution 1325, and follow-up Resolutions 1820, 1888, 1889, 1960, 2106 and 2122, the Fund will strive to involve women in crisis prevention, conflict management and peacekeeping measures, and will contribute to their protection from gender-based violence, and in particular sexual violence. The principle of mainstreaming the role of women will apply to all measures under the Fund.



Bundesministerium für
wirtschaftliche Zusammenarbeit
und Entwicklung



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Bundesministerium für wirtschaftliche Zusammenarbeit und Entwicklung
Dienststz Berlin, 11055 Berlin

Herrn
Andris Piebalgs
Kommissar für Entwicklung
Europäische Kommission
Rue de la Loi 200
1049 Brüssel
Belgien

Dr. Gerd Müller

Bundesminister
Mitglied des Deutschen Bundestages

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www.bmz.de

Berlin, 11.07.2014

Sehr geehrter Herr Kommissar Piebalgs,

ich freue mich, Ihnen mitteilen zu können, dass sich Deutschland an dem geplanten Treuhand-Fonds der Europäischen Union für die Zentralafrikanische Republik (genannt Fonds UE Békou) als Gründungsmitglied beteiligen wird. Ich beabsichtige, in 2014 einen Betrag von EUR 5 (in Worten: fünf) Millionen zu zeichnen. Dieser steht noch unter dem Vorbehalt der Zustimmung des Deutschen Bundestages. Ferner möchte ich Ihnen mitteilen, dass ich beabsichtige, in 2015 einen weiteren Betrag von EUR 5 (in Worten: fünf) Millionen für den Fonds zur Verfügung zu stellen. Für das BMZ wird die Kreditanstalt für Wiederaufbau (KfW) treuhänderisch tätig und wird in dieser Eigenschaft auch das Beitragszertifikat zeichnen.

Damit haben wir in sehr kurzer Zeit gemeinsam ein Instrument geschaffen, das angemessen und ausreichend ist, um flexibel und schnell auf den Bedarf der Zentralafrikanischen Republik im Übergang zwischen Nothilfe und Wiederaufbau zu reagieren.



Seite 2 von 2

Dies begrüße ich im Interesse der Menschen in der Zentralafrikanischen Republik, denen unsere Anstrengungen zu Gute kommen sollen, sehr.

Ich danke Ihnen für die konstruktive Zusammenarbeit mit Ihren Mitarbeitern, durch die – wie auch die Vertreter der französischen Seite – es möglich wurde, in bemerkenswert kurzer Zeit die rechtlichen und administrativen Voraussetzungen für die Einrichtung dieses Treuhand-Fonds zu schaffen.

Ich freue mich sehr, während unseres informellen Ministertreffens in Florenz den „acte constitutif“ zu zeichnen, der diesen Fonds schaffen wird.

Mit freundlichen Grüßen



La Secrétaire d'Etat chargée du Développement et de la Francophonie

CABDEV/SP/fb

Paris, le 10 JUIL. 2014

Monsieur le Commissaire,

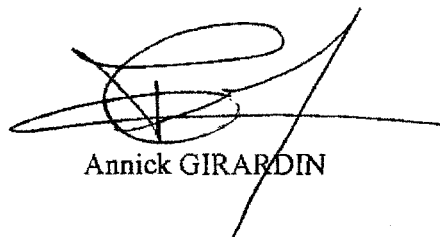
Depuis la visite conjointe à Bangui que vous avez effectuée en mars dernier avec mon prédécesseur, M. Pascal Canfin, et mon homologue, M. Gerd Müller, nos services ont travaillé ensemble à la création, d'un instrument flexible et réactif, adapté au contexte centrafricain, permettant le financement d'actions d'urgence, de relèvement précoce et de relance du développement, en mobilisant une aide suffisante à moyen terme pour répondre aux multiples défis auxquels la République centrafricaine est confrontée.

Nous avons eu l'occasion d'évoquer ce projet à plusieurs reprises et de le présenter à nos collègues européens lors du Conseil Affaires étrangères – segment Développement, du 19 mai dernier. Je souhaite par la présente vous remercier de l'important travail accompli ces dernières semaines par vos services, en liaison avec la France et l'Allemagne, afin de préparer la création de cet important instrument, pour lequel d'autres Etats membres, comme les Pays-Bas, ont déjà marqué leur intérêt.

Je vous confirme l'engagement de la France pour être membre cofondateur du fonds fiduciaire de l'UE pour la République centrafricaine, intitulé « fonds UE Békou ». La France s'engage à contribuer à ce fonds, via l'Agence française de développement, à hauteur de cinq millions d'euros en 2014, et envisage de verser également cinq millions d'euros en 2015.

Je serais heureuse de signer « l'acte constitutif » créant ce fonds lors de la cérémonie qui se déroulera à cet effet à Florence en Italie en marge de la réunion ministérielle informelle des ministres du développement de l'Union européenne, en présence de Mme Florence Limbio, ministre centrafricaine du plan, de l'économie et de la coopération internationale.

Dans cette attente, je vous prie, de croire, Monsieur le Commissaire, à l'assurance de ma haute considération.



Annick GIRARDIN

Monsieur Andris PIEBALGS
Commissaire européen en charge du développement
Commission européenne



Ministry of Foreign Affairs

Mr.
Andris Piebalgs
Commissioner for Development
European Commission
Brussel

Postbus 20061
2500 EB The Hague
The Netherlands
www.government.nl

Contact
Corina van der Laan
T +31.70348 4146
F

Date 11 July 2014
Re EU Trust Fund for CAR

Dear Commissioner,

I am pleased to inform you that the government of the Netherlands has the serious intention to join the foreseen EU Trust Fund for the Central African Republic and to contribute EUR 1.000.000 in 2014. For the years 2015 and 2016 we intend to provide a similar contribution. The intended contribution shall be conditional to the finalisation of the appraisal process, by the Stabilisation and Humanitarian Aid Department of the Ministry of Foreign Affairs.

I would like to express my satisfaction on the swift and fruitful co-operation between France, Germany, The Netherlands and the European Commission to establish this flexible vehicle to assist the people of the Central African Republic to their transition from Emergency Aid to Reconstruction.

Yours sincerely,
For the Minister for Foreign Trade and Development Cooperation


Joost Andriessen

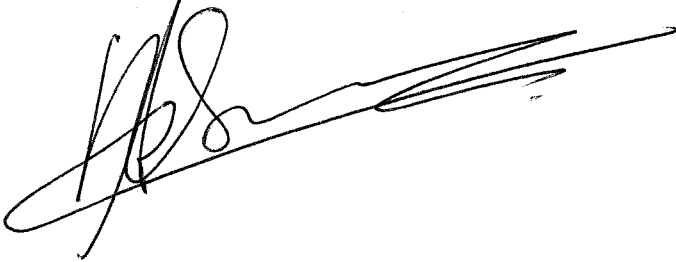
Director
Department for Stabilisation and Humanitarian Aid
Ministry of Foreign Affairs

Declaration by the Government of the Netherlands

The Government of the Netherlands, herewith, makes the following declaration with respect to the nature of the Constitutive Agreement:

“The Constitutive Agreement does not create any rights or obligations under international law and the signatories bear no responsibility or liability vis-à-vis any third party for activities carried out pursuant to it.”

Signed on 15 July 2014,

A handwritten signature in black ink, appearing to be 'Rob Swartbol', written over a horizontal line.

Rob Swartbol

Director-General for International Cooperation

Ministry of Foreign Affairs of the Kingdom of the Netherlands

[Additional] Donors' contribution certificate

Sender: [DONOR], hereinafter referred to as the 'donor'

For the attention of: The European Commission, [DG/unit], hereinafter referred to as 'the Manager' of the [insert name of Trust Fund]

Date: [...] 201...

Dear

Contribution to the [insert name of Trust Fund], hereinafter referred to as 'the Trust Fund'

We refer to the Agreement establishing the [insert name of Trust Fund], dated [date], hereinafter referred to as 'the Constitutive Agreement'.

All capitalised terms used in this [additional] contribution certificate shall, unless otherwise defined, have the meaning given to them in the Constitutive Agreement.

Article 1

Amount of the contribution

We hereby confirm our intention to make a contribution to the Trust Fund in an amount of [...] ([...]), [If the contribution is made in a currency other than euro, add the following: which shall be converted into euro when cashed in the Trust Fund account in application of the Constitutive Agreement].

Article 2

Payment

We shall make this contribution available to the Manager in immediately available funds **EITHER** [in one instalment to be paid no later than [date]] **OR** [in accordance with the following schedule] [only when contribution is in euro and subject to the conditions laid down in Article 3 of the Constitutive Agreement] [specify dates and amount to be paid on each date].

All payments in respect of the contribution shall be made in accordance with Article 3 of the Constitutive Agreement.

Article 3

Donor's confirmation

The Constitutive Agreement shall apply to this contribution and the Manager shall administer the contribution in accordance with the Constitutive Agreement.

By signing this contribution certificate, the donor acknowledges that it has received a copy of the Constitutive Agreement and that it will be bound in all respects by the terms thereof, and subsequent amendments thereto.

Article 4

Communications

Any notices or communications addressed to the donor in connection with the Trust Fund shall be addressed to :

[Address]

[II]

[Tel.:]

[Fax:]

[Email:]

Any notices or communications addressed to the Manager in connection with the Trust Fund shall be addressed to :

[Address]

[II]

[Tel.:]

[Fax:]

[Email:]

Article 5

Interest

On expiry of the time limit for payment laid down in Article 2, the unpaid part of the contribution shall bear interest at the rate applied by the European Central Bank to its principal refinancing operations, as published in the C series of the Official Journal of the European Union on the first day of the month in which payment was due, increased by three and a half percentage points. The interest shall be payable for the period from the day following expiry of the time limit for payment up to the day of payment. Any partial payment shall first cover the interest.

[Article 6

Representation on the Board(s)

[Where appropriate (i.e. on first contribution to the transitional facility): In application of Article 5.1.4 of the Constitutive Agreement, the donor will appoint a representative and alternate representative to the Trust Fund Board. Their name will be communicated to the Manager before the next meeting of the Trust Fund Board].

[Where appropriate (i.e. if the minimum threshold set in Article 6.1.1.d) is reached): The donor shall appoint a representative and alternate representative to the Management Committee in application of Article 6.1.2. of the Constitutive Agreement. Their name will be communicated to the Manager before the next meeting of the Management Committee].

[Where appropriate (i.e. if the donor is or becomes a member of the Management Committee): Once the donation is received on the Trust Fund account, the Manager will confirm the voting rights acquired in the Management Committee to the donor.

[Where appropriate: For the purposes of Article 6.1.1(d) of the Constitutive Agreement, the amount of the present contribution shall be pooled with the contribution of [name of other donor(s)] who will be represented on the Management Committee by the representative or alternate representative of [the donor/ name of other donor] duly mandated by [the donor/ name of the other donor(s)], who countersign[s] the present contribution certificate].

[DONOR]

By: ____

[Name and function of the authorised representative]

Date: ____

[If funds are pooled: Name of donor(s)]

By: ____

[Name and function of the authorised representative]

Date: ____

Document d'action de fonds fiduciaire de l'UE à utiliser pour les décisions du comité de gestion

1. IDENTIFICATION

Intitulé/Numéro			
Coût total	Coût total estimé: En euros Montant total provenant du Fonds fiduciaire:		
Méthode d'assistance/Modalités de mise en œuvre			
Code CAD	150	Secteur	

2. JUSTIFICATION ET CONTEXTE

2.1. Résumé de l'action et de ses objectifs

2.2. Contexte

2.2.1. Contexte national, le cas échéant

2.2.2. Contexte sectoriel: Politiques et enjeux (un paragraphe)

2.3. Enseignements tirés

2.4. Actions complémentaires

2.5. Coordination des donateurs

3. DESCRIPTION DÉTAILLÉE

3.1. Objectifs

L'objectif global du programme est de les objectifs spécifiques sont les suivants:

3.2. Résultats escomptés et principales activités

Les résultats escomptés sont les suivants:

3.3. Risques et hypothèses

Les principaux risques sont les suivants:

Les hypothèses pour la réussite du projet et de sa mise en œuvre figurent:

Des mesures d'atténuation ont été prises en considération, y compris:

3.4. Questions transversales

3.5. Parties prenantes

