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**AGREEMENT ESTABLISHING
THE EUROPEAN UNION TRUST FUND FOR COLOMBIA,
AND ITS INTERNAL RULES
hereinafter the ‘Constitutive Agreement’**

between

**the European Commission, on behalf of the European Union
hereinafter the ‘Commission’,**

and

**the Government of the Czech Republic ('Czech Republic'),
the Government of the Federal Republic of Germany ('Germany'),
the Government of Ireland ('Ireland'),
the Government the Kingdom of Spain ('Spain'),
the Government of the French Republic ('France'),
the Government of the Republic of Croatia ('Croatia'),
the Government of the Italian Republic ('Italy'),
the Government of the Republic of Cyprus ('Cyprus'),
the Government of the Republic of Latvia ('Latvia'),
the Government of the Republic of Lithuania ('Lithuania'),
the Government of the Grand Duchy of Luxembourg ('Luxembourg'),
the Government of Hungary ('Hungary'),
the Government of the Republic of Malta ('Malta'),
the Government of the Kingdom of the Netherlands ('the Netherlands'),
the Government of the Portuguese Republic ('Portugal'),
the Government of the Republic of Slovenia ('Slovenia'),
the Government of the Slovak Republic ('Slovakia'),
the Government of the Kingdom of Sweden ('Sweden') and
the Government of the United Kingdom of Great Britain and Northern Ireland ('United Kingdom').**

hereinafter referred to individually as the ‘donor’ (and collectively as the ‘donors’)

WHEREAS:

1. A violent armed conflict has afflicted Colombia for the past 50 years, destabilising the country and causing the death of over 200 000 of people and the forced internal displacement of more than five million people. The conflict has largely destroyed the country's social fabric, seriously impeded its economic development, and undermined the resilience of large parts of the population. It has also had significant destabilising spill-over effects into neighbouring countries, in particular Ecuador and Venezuela, who have had to cope with a major influx of refugees for decades.
2. Colombia's rural areas have been disproportionately affected by the violent conflict, and have suffered from illegal activities and violence. Delivery of public services has been seriously hampered by the state's weak presence in many of these rural areas.
3. The concluded negotiations between the Government of Colombia and the FARC¹ guerrilla group, which took place in Havana, present a historic opportunity to put an end to one of the oldest internal conflicts in the world. Peace in Colombia will bring major economic, political and social benefits, including for the stability of its neighbouring countries and the larger region.
4. For more than a decade, EU and Member States' support to Colombia has focused on the conflict's root causes and consequences. EU and Member States' assistance has helped to foster peace-building and economic and social development at the local level, e.g. through the 'Peace Laboratories'². Through their long tradition of providing conflict-related assistance, the EU and its Member States have gained strong legitimacy, trust and recognition as a key peacebuilding actor in Colombia.
5. The Colombian Government has requested the EU and its Member States to support the implementation of the future peace agreement. Capitalising on its successful track record in rural development, land restitution and local productive development, the EU is now asked to provide targeted support for the post-conflict phase in these sectors.
6. The EU has confirmed at the highest level (during the EU-Community of Latin American and Caribbean States (CELAC) Summit of June 2015³) its willingness to set up a Trust Fund that would enable the international community to contribute to the implementation of the peace agreement in Colombia, effectively and in a coordinated

¹ Revolutionary Armed Forces of Colombia – People's Army, in Spanish: Fuerzas Armadas Revolucionarias de Colombia – Ejército del Pueblo

² The EU's Peace Laboratories in Colombia were three projects over the period 2002-2012, for a total amount of EUR 90 000 000. They have become one of the European Union's flagships in Colombia, adopting a bottom-up and integral peacebuilding approach. They made it possible to tackle the causes of the conflict by unlocking the potential for development, de-intensifying the conflict and reducing the high levels of inequality.

³ <http://www.consilium.europa.eu/en/meetings/international-summit/2015/06/10-11/>

way. The Colombian Government from its side has put in place a framework for post-conflict international cooperation, with a specific role for an EU Trust Fund.

7. The establishment of an EU Trust Fund is an effective way of responding to the Colombian Government's request and delivering EU support in a clear and structured way. A European Trust Fund would not only show the EU's solidarity and political support for this important peace process. It would also promote the general interest of the European Union as a whole, representing more than just the sum of its parts and allowing for the generation of economies of scale and achieving maximum impact, efficiency and EU visibility on the ground.
8. Implementing the peace agreement will be a formidable challenge for the Colombian Government. The EU will accompany this process by supporting the Government in its response to the major challenges, particularly at the local level. Peace dividends need to be forthcoming quickly and there is always the risk of new illegal armed groups forming. The EU and several of its Member States have the experience to be able to support the peace process and assist Colombia in areas related to post-conflict scenarios.
9. Article 187 of Regulation (EU, Euratom) No 966/2012⁴ authorises the Commission to set up and manage an EU Trust Fund under an agreement concluded with other donors. EU Trust 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.
10. The establishment of a post-emergency EU Trust Fund is considered to be an essential element of the EU response. It will ensure better coordination of EU donors, including an efficient linkage of relief, rehabilitation and development activities, and a more focused and joined-up response to Colombia's post-conflict needs. This will be achieved by pooling of funds and offering a single governing body and structure, which should improve the dialogue between donors and the Colombian Government.
11. Pooling of EU resources and coordinating project identification in the governing body of the Trust Fund should be more efficient than separate interventions by individual donors. Moreover, the Trust Fund will allow for ad hoc and tailor-made response to the possible needs of Colombia during the post-conflict phase, and will thus allow for faster and more efficient intervention on the ground than the existing cooperation instruments. Furthermore, given its streamlined governance and management structure, the Trust Fund will be able to respond quickly to the evolving needs of the post-conflict situation.
12. In Decision of 22 March 2016⁵, the European Commission decided to establish the European Union Trust Fund for Colombia (the 'Trust Fund'). In light of the post-conflict situation in Colombia due to the long violent armed conflict which has destabilised the country, as described in the previous paragraphs, this is a Trust Fund for post-emergency actions in accordance with Article 187(2) of Regulation (EU, Euratom) No 966/2012.

⁴ 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.

⁵ Commission decision No C(2016) 1653 of 22.3.2016.

13. The Trust Fund is established under the Development Cooperation Instrument⁶ (DCI). Colombia is included in the list of recipients of Official Development Assistance (ODA) established by the Development Assistance Committee of the Organisation for Economic Cooperation and Development (OECD/DAC) and eligible for DCI funds in accordance with Article 1(1) of the DCI. All the actions financed from the DCI under this Trust Fund should comply with the criteria for ODA in accordance with Article 2(3) of the DCI Other instruments, including the Instrument contributing to Stability and Peace⁷ (IcSP), the European Instrument for Democracy and Human Rights⁸ (EIDHR) and Regulation (EC) No 1257/96⁹ concerning humanitarian aid (Article 2(d)) may contribute to the Fund, in accordance with the conditions set out therein and with the ceilings set by the 2014-2020 multiannual financial framework. A “notional” approach in the sense of Article 42(2) of the Rules of Application¹⁰ shall be taken in respecting the remit of the contributing financial instruments.
14. The Trust Fund’s overall objective is to support the implementation of the provisions established in the Peace Agreement between the Government of Colombia and the FARC, and to support the Colombian population in overcoming the negative effects of the 50-year old internal armed conflict. Its priorities will be identified in consultation with the Colombian authorities and will complement ongoing cooperation initiatives between the EU or EU Member States and Colombia.
15. The Trust Fund will help achieve this objective by pooling of resources and of the capacity of donors active in Colombia to analyse, identify and implement the projects. The aim is to harness the instruments and know-how of the Commission and the EU Member States’ bilateral agencies. To avoid duplication of structures on the ground and make the best use of donors’ expertise, the Fund will make use of delegated cooperation, which includes entrusting budget implementation tasks in the sense of Article 187(2) of Regulation (EU, Euratom) No 966/2012, with Member States’ agencies to take advantage of their expertise and their added value in Colombia wherever it will offer an appropriate response in terms of impact and cost effectiveness. The Trust Fund should use flexible procedures for its implementation in accordance with the post-emergency situation in Colombia.
16. In close coordination with the European Commission, Member States’ bilateral agencies as well as the Colombian Government will make a direct contribution to the

⁶ Regulation (EU) No 233/2014 of the European Parliament and of the Council of 11 March 2014 establishing a financial instrument for development cooperation for the period 2014-2020, OJ L 77, 15.03.2014, p. 44

⁷ Regulation (EU) No 230/2014 of the European Parliament and of the Council of 11 March 2014 establishing an instrument contributing to stability and peace, OJ L 77, 15.03.2014, p. 1. Inclusion of the IcSP short-term component is subject to finding arrangements that would preserve the flexibility and rapidity of action under Article 3 of the IcSP regulation.

⁸ Regulation (EU) No 235/2014 of the European Parliament and of the Council of 11 March 2014 establishing a financing instrument for democracy and human rights worldwide, OJ L 77, 15.03.2014, p. 85.

⁹ Regulation (EC) No 1257/96 of 20 June 1996 concerning humanitarian aid, OJ L 163, 02.07.1996, p. 1.

¹⁰ Commission Delegated Regulation (EU, Euratom) No 1268/2012 of 29 October 2012 on the rules of application of Regulation No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union (OJ L 362, 31.12.2012, p.1)

identification of actions that will be presented to all contributors to the Trust Fund as part of a diversified portfolio for operations in Colombia. Actions will be identified within the framework of the scope defined in Annex I. The expertise and implementation capacity of other donors may also be used in this context.

17. The Trust Fund will complement other existing or future international initiatives, including financing tools, supporting of the post-conflict phase in Colombia. Overlap will be avoided through extensive dialogue and coordination with the Colombian Government, EU Member States, other international agencies, the European Investment Bank and other European and international finance institutions.
18. The Trust Fund is open to all EU Member States who wish to help achieve its objectives, as well as to other donors.
19. The Constitutive Agreement establishing this Trust Fund is signed following the conclusion of the final agreement between the Government of Colombia and the FARC.
20. The Trust Fund is set up for a limited period in order to support the early recovery and stabilisation phase of the post-conflict situation in Colombia. The objective of the founding members, which are signatories to this Constitutive Agreement, is to establish the Trust Fund in Bogota, as close as possible to the Colombian authorities and the implementation of activities.
21. The overall strategy of the Trust Fund will be decided by its Board in close coordination with the Colombian authorities within the existing frameworks for dialogue with the country. It will be drawn up in coordination with other donors and international bodies operating in Colombia.
22. The rules for the Trust Fund's establishment, governance and administration of the Trust Fund must be set out in accordance with Article 187 of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council, and with the principles of economy, efficiency and effectiveness.
23. These rules must also respect the Council Decision 2010/427/EU¹¹, and in particular the provisions of Article 9 regarding the division of responsibilities related to external action instruments and programming between the Commission and the European External Action Service.

¹¹ Council Decision No 2010/427/EU of 26 July 2010 establishing the organisation and functioning of the European External Action Service, OJ L 201 3.8.2010, p. 30.

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 187 of Regulation (EU, Euratom) No 966/2012, ‘THE EUROPEAN UNION TRUST FUND FOR COLOMBIA’, (the ‘**Trust Fund**’), is hereby established by the Commission, in accordance with its Decision of 22 March 2016, in agreement with the signatories to this Constitutive Agreement.

1.2 The Trust Fund shall be managed on behalf of the donors and of the European Union by the Commission, (the ‘**Trustee**’), in accordance with the provisions of the present constitutive act and under the responsibility of the authorising officer by delegation of the Directorate-General for Development and International Cooperation, who shall delegate the management tasks to a member of its Staff (the ‘**Manager**’). The Trust Fund shall not have legal personality.

Article 2

Objectives of the Trust Fund

2.1 The overall objective of the Trust Fund shall be to support the implementation of the provisions established in the Peace Agreement between the Government of Colombia and the FARC as laid down in Annex I. The activities, which will focus on the early recovery and stabilisation phases of the post-conflict, will be in line with the territorial focus of the peace agreement and build on the experience achieved in this area by the EU and its Member States.

The general objectives of the Trust Fund, with the main focus on development at the local level, will be, inter alia, to seek to support programmes on government reform, decentralisation and citizen participation as well as to aim to strengthen involvement by civil society, and to strengthen the general resilience notably of the population groups in most vulnerable conditions such as victims, indigenous peoples, and afro-descendants. Furthermore, they will seek to support the Government on the issue of illicit crops substitution and the problem of narcotics production and commercialisation. They will seek to strengthen the respect of rule-of law principles and shall be guided by the need to promote environmental sustainability, gender equality and a human rights-based perspective, which are key factors for peace. They will have special regard to the particular needs of women and girls affected by the conflict, and will be implemented taking due account of established principles of linking relief, rehabilitation and development (LRRD).

The geographical scope of the Trust Fund will be the territory of Colombia. As a rule, specific areas of intervention will be defined together with the Colombian Government, in accordance with specific needs and with special attention for certain prioritised vulnerable rural municipalities (list of these municipalities to be established with the Colombian Government and the Trust Fund Members).

2.2 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 placed 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;
- (d) funds recovered by the Manager from any Trust Fund recipient; and
- (e) donations made by individuals or private entities (without 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 to the Trust Fund (**'contribution'**) 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 donor(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(s)'**), in accordance with the rules set out in Article 3.3;
- c) for donors which individually contribute less than the threshold set in Articles 5.4.1 and 6.1.1(c)(i), but which as a group make a contribution higher than these thresholds, the name of the donor and of its duly mandated representative (and 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 (**'pool of donors'**) and will have voting rights in the Operational Committee, as provided for in Article 6.1.1 (c).

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 adheres to, and undertakes to comply with, the Constitutive Agreement.

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

3.2.5 A donor may at any time decide to make a complementary 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 17.2.1(d).

3.2.7 For the signature of the Constitutive Agreement, the founding members shall sign a contribution certificate or a similar document specifying the commitment to contribute to the Trust Fund, including the amount of the contribution and the payment schedule. In the second case, the founding members shall sign the contribution certificate within three months of the signature of the Constitutive Agreement.

3.3 Payment of contributions by donors

3.3.1 The donors shall pay their contribution(s) into the Trust Fund bank account referred to in Article 8.2.1 within three months of the date of signing of the contribution certificate.

3.3.2 However, upon request of the concerned donor, contributions may be paid in no more than three annual instalments. The first instalment must be paid within the time limit laid down in the previous paragraph. The remaining instalments must be paid in accordance with the payment schedule set in the contribution certificate.

3.3.3 By derogation to Articles 3.3.1 and 3.3.2, the following rules apply to the first contribution of the founding members of the Trust Fund:

- The three months deadline for payment from the date of signature of the contribution certificate may be extended upon request of the founding member up to six months; and
- The payment in annual instalment may be paid in no more than five annual instalments.

The voting rights in the Trust Fund Board and in the Operational Committee shall take effect from the date of the signature of the contribution certificate or similar document, as mentioned in Article 3.2.7.

The other conditions laid down in paragraphs one and two of Article 3.3 and paragraph 2 of Article 6.4 apply

3.4 The Commission's acknowledgment of the receipt of contributions

On receipt of the signed contribution certificate, or in the cases laid down in Article 3.2.7, a similar document specifying the amount of the contribution, the Commission shall issue 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 contribution and the amounts effectively cashed from each donor;
- c) the voting rights thus acquired in the Trust Fund Board and the Operational Committee, which shall also take into account, if applicable, previous contributions made by the donor to the Trust Fund.

In issuing such acknowledgement the Commission 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. These contributions shall be used in respect of the thematic and geographic scope of each instrument and shall respect their respective regulation, in particular the requirements regarding Official Development Assistance (ODA). Articles 3.2 and 3.4 apply *mutatis mutandis* to the European Union's contribution.

3.6 New donors

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

3.7 Contribution certificates

All signed contribution certificates shall be attached in Annex II.

3.8 Location of the Trust Fund

The Trust Fund shall be managed from Bogota.

Part II – Governance and management provisions

Article 4

Governance and management bodies of the Trust Fund

4.3 The following governing bodies are established by this Constitutive Agreement:

- a) a Trust Fund Board which shall establish and review the strategy of the Trust Fund in accordance with the objectives set in Article 2;
- b) an Operational Committee, responsible in particular for the selection of actions ('**action(s)**') to be funded by the Trust Fund within the scope of activities detailed in Annex 1.

4.4 The management of the Trust Fund is ensured by the Commission, as laid down in Article 7, which shall also 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 (the '**Trust Fund Members**') and, as observers, representatives of EU Member States that are not donors ('**Observers**'). A representative of the Colombian government/authorities shall be invited to participate in the meetings of the Board as partner of the Trust Fund (the '**Trust Fund Partner**').

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 accompanied by a representative of the High Representative of the Union for Foreign Affairs and Security and by the Head of the European Union Delegation in Colombia. 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 representatives of other third parties, such as regional or international organisations, to talk on specific points of the agenda of the meetings of the Trust Fund Board, in particular where these observers are concerned by the decisions to be adopted. However, a simple majority of donors may oppose their participation in the meeting. The EU's Special Envoy to the Peace Process in Colombia shall be invited to the meeting as an observer.

5.1.4 Each Trust Fund 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 the meetings. Any representative, except that of the Commission, may represent more than one Trust Fund Member on the Trust Fund Board, provided that the Trust Fund Members 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) Within the framework of Article 2.1, adopt and review the strategy of the Trust Fund, which has been previously discussed and agreed with the Trust Fund Partner ;
- b) Within the framework of Articles 2.1 and 19.1, adjust the geographical and thematic scope of the Trust Fund activities;
- c) issue strategic guidelines addressed to the Operational Committee and the Manager of the Trust Fund;
- d) 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 assess the results and impact of actions financed by the Trust Fund;
- e) 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;
- f) decide upon 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.

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 Trust Fund Members.

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 Trust Fund Members to meet in 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 may 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 3 000 000 shall have one vote on the Trust Fund Board. The Chair shall have one vote and his/her positive vote shall be required to adopt Board decisions 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 Trust Fund Board shall be quorate if both the following conditions are satisfied:

- a) the Trust Fund Members present account for at least one third of the Trust Fund Members; 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 the following members (**‘Committee Member(s)’**):

- 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 shall form part of the Commission’s delegation;
- b) representatives of the founding donors signatory to this Constitutive Agreement which has provided a signed contribution certificate for an amount of at least EUR 3 000 000 (**‘Deputy Chairs’**); and
- c) a representative of the other donor or pool of donors, which:
 - (i) has provided a signed contribution certificate for an amount of at least EUR 3 000 000;
 - (ii) adheres to all undertakings contained in the Constitutive Agreement applicable to them, in particular those concerning payment of the contribution;

6.1.2. A representative of the Trust Fund Partner, of contributing EU Member States whose contribution is inferior to the amount specified in Article 6.1.1(c)(i) and of non-contributing EU Member States will be invited to the meetings of the Operational Committee. Representatives of other organisations, as well as the EU’s Special Envoy to the Peace Process in Colombia may also be invited as observers to the meetings of the Operational Committee (**‘Observer(s)’**):

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

6.1.3 Each Committee 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.

6.1.4 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) examine and approve the actions financed by the Trust Fund, submitted by the Manager in accordance with Article 6.5, which may be grouped in the form of a work programme;
- (b) supervise the implementation of the actions financed by the Trust Fund, taking into account the strategic guidelines issued by the Trust Fund Board, assess the effectiveness of the internal control systems and follow up any observations by internal or external auditors;
- (c) approve the annual report(s) 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; and
- (d) ensure appropriate visibility for activities financed by the Trust Fund.
- (e) approve proposed amendments to Annexes III and IV of the Constitutive Agreement, in accordance with Article 19.2 and propose amendments to other parts of the Agreement to the Trust Fund Board; and
- (f) make recommendations to the Trust Fund Board 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 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 one third of the Committee Members at the date of the request.

6.3.2 Meetings of the Committee shall usually be held at the Delegation of the European Union in Bogota. The Chair may, however, propose to the Committee Members to meet in another location. 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 may 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 Committee Member shall have one vote in the Operational Committee. The Chair shall have one vote and his/her positive vote shall be required to adopt the decisions.

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

- a) the Committee Members present account for at least one third of the Committee Members; and
- b) 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, and in accordance with Article 6.4.1, in the event of a vote each decision of the Operational Committee shall be taken by a simple majority of the Members present and voting.

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 Committee Members reject the proposal within five (5) working 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 Committee Members of the outcome of the written procedures in writing. All comments by Committee Members concerning the written procedures shall be copied to all other Committee 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 2.1 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 and the Trust Fund Partner may propose actions to the Manager for submission to the Operational Committee, provided that they fall within the remit of the Trust Fund, are in line with the priorities set for the post-conflict phase by the Colombian Government, and comply with guidelines laid down by the Trust Fund 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 Trust Fund once it is set up in order to identify actions in liaison with the local authorities, international and non-governmental organisations, EU Member States 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 or international civil society who may assist in the selection process. Preference will be given to the expertise of the European Commission, EU Member States and other donors in accordance with Article 10.

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 Document**') containing key information, such as the implementation modalities, schedule, estimated budget, etc. The Manager shall, after consultation of the Trust Fund Partner and other relevant actors in the field, present these Action Documents at meetings of the Operational Committee.

For actions where the implementation of tasks is delegated to a third party in accordance with Article 187(2) of the Financial Regulation (the '**implementing partner**'), the Action Document 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 Document. If, during the implementation phase, a

substantial change¹² in the nature of the action is required, the Manager shall present the Action Document 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 Document 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 Trust Fund is managed by the Commission under the responsibility of the authorising officer by delegation appointed by the College of the European Commission.

The Commission shall delegate the management tasks to a member of its Staff, the Manager, in compliance with its rules of procedure.

In addition, 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 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;

¹² 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%.

- 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);
- 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) drafting the Action Documents referred to in Article 6.5 and submitting them to the Operational Committee for its approval; and
- l) 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 EU 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.

The Accounting Officer shall put in place the appropriate banking arrangements ('Trust Fund bank account(s)'), including the establishing one account or sub-account.

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, and
- 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 accounts. 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 accounts. 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 accounts.

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 Trust Fund bank account(s), 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, but the obligation of the Accounting Officer to prepare financial statements will only apply in respect of that first financial year if such period exceeds six (6) months.

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 contribute to the main objectives and purpose of the Trust Fund, as set out in Article 2 and in accordance with the strategy of the Trust Fund, referred to in Article 5.2 (a).

9.1.2. The action must fall under the geographical scope of the Trust Fund defined in Article 2.

9.2 Nationality and origin rules

The rules of nationality and origin applicable to the EU external financial instruments contributing to this Trust Fund apply.

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 be implemented either directly by the Commission or

indirectly, through by entrusting budget implementation tasks to implementing partners in accordance with Article 187(2) of the Financial Regulation. Given the Trust Fund's objective in an emergency and post-emergency 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 and ensuring EU visibility, delegated cooperation and leveraging loans ("blending") with EU Member States and other Trust Fund donors shall be the preferred option of implementation wherever the principles of economy, efficiency and effectiveness can be clearly demonstrated, as well as 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 Commission 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 The Commission 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 Commission, 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 Commission 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'¹³.

12.2 Donors shall agree to the Commission'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 Commission may use funds from the Trust Fund to ensure the visibility of the Trust Fund-financed actions. Visibility actions will be complemented by EU Member States in the framework of their ongoing bilateral 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 measure, monitor and report on results. The results should be included in the EU Results Framework.

Article 14

Access to documents and confidentiality

Access to documents of the Trust Fund shall be governed by Regulation (EC) No 1049/2001¹⁴.

Subject to any applicable mandatory rules, the donors and the Commission 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.

¹³ <http://ec.europa.eu/europeaid/work/visibility>.

¹⁴ 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 Commission 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 Commission.

16.2 Notwithstanding the provisions of Article 16.1, and subject to Article 14, the Operational Committee may accord donors upon request 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 3 000 000 have been sent to the Manager in accordance with Article 3.2.

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;
- b) the Trust Fund Board 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, which is 31 December 2020, is reached. The duration of the Trust Fund may be extended by a decision of the Commission adopted at the request of the Trust Fund Board.

Except for Article 17.2(b), the Manager shall notify the Trust Fund Board 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 Chair of the Trust Fund Board shall submit the Trust Fund's proposal concerning the winding-up of the Trust Fund to the Commission for a decision, in accordance with Article 187(8) of the Financial Regulation;
- d) the Trust Fund Board 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 general budget of the Union, 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 its Operational Committee without delay and provide all necessary details. The Managers 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 relevant 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 and Annex I

Article 2, 5, 6 and 19 may be amended by a unanimous decision of the Trust Fund Board, on a proposal made by any donor.

The other provisions of the Constitutive Agreement may be amended at any time by a two-thirds majority decision of the Trust Fund Board on a proposal made by the Manager or any donor. In application of Article 5.4.1, the positive vote of the Chair shall be required.

19.2 Annexes II, III and IV

Annexes II, III and IV are attached to the Constitutive Agreement for information purposes. These annexes may be amended by the Operational Committee on a proposal of the Manager, provided that the Chair votes in favour, except the signed contribution certificates in Annex II, which 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 Chair of the Trust Fund Board. 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.

Article 22

Annexes

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

Annex I: Detailed description of the activities of the Trust Fund

Annex II: Signed Contribution Certificates

Annex III: Model Donor's Contribution Certificate

Annex IV: Model Action Document

Done in Brussels, on 12 December 2016, in one original in Spanish, English, French, Italian and Portuguese.

FOR THE EUROPEAN COMMISSION
Neven Mimica,
Commissioner
International Cooperation and Development



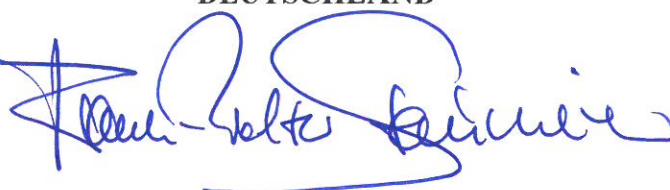
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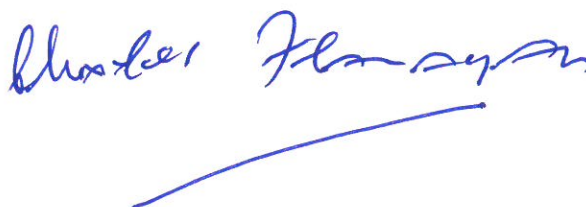
Stefano Manservigi
Director-General
International Cooperation and Development



**FÜR DIE BUNDESREPUBLIK
DEUTSCHLAND**



**THAR CHEANN NA HÉIREANN/
FOR IRELAND**



POR EL REINO DE ESPAÑA



POUR LA RÉPUBLIQUE FRANÇAISE



ZA REPUBLIKU HRVATSKU



PER LA REPUBBLICA ITALIANA



ΓΙΑ ΤΗΝ ΚΥΠΡΙΑΚΗ ΔΗΜΟΚΡΑΤΙΑ



LATVIJAS REPUBLIKAS VĀRDĀ

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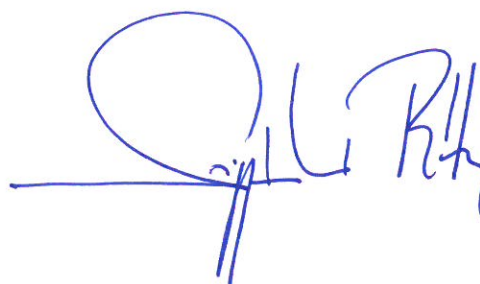
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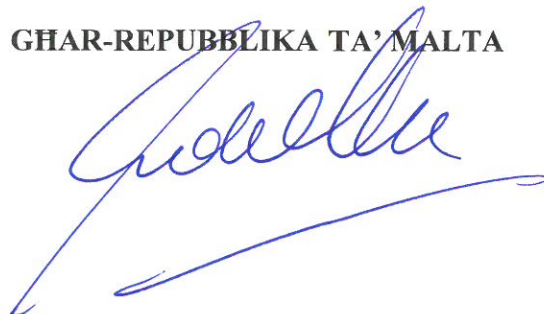
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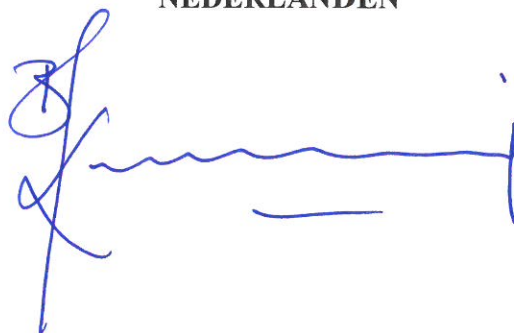
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GHAR-REPUBBLIKA TA' MALTA



**VOOR HET KONINKRIJK DER
NEDERLANDEN**



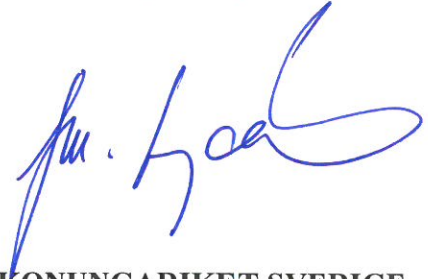
PELA REPÚBLICA PORTUGUESA



ZA REPUBLIKO SLOVENIJO




ZA SLOVENSKÚ REPUBLIKU

A handwritten signature in blue ink, appearing to be 'M. Hoed', written in a cursive style.

FÖR KONUNGARIKET SVERIGE

A handwritten signature in blue ink, appearing to be 'Majr Mattström', written in a cursive style.

**FOR THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN
IRELAND**

A handwritten signature in blue ink, appearing to be 'A. M. ...', written in a cursive style.

EN

Annex I to the Agreement establishing the EU Trust Fund for Colombia

The activities financed by the Trust Fund aim at achieving its overall objective, as set out in Article 2 of the Constitutive Agreement, namely to assist the Colombian Government in the implementation of the commitments undertaken in the peace negotiations, following the conclusion of the peace agreement. Activities financed by this Trust Fund will be in accordance with the needs identified, in consultation with the Colombian Government and in line with EU priorities and principles.

The activities financed by the Trust Fund shall build on the experience of the EU and its Member States acquired in the implementation of the development actions related to peacebuilding in Colombia over the last decade. Activities will also build on knowledge and experience of the EU and its Member States in specific areas of expertise related to the post-conflict scenario.

Moreover, the actions prioritised will be in line with the points agreed in the peace negotiations³.

The Trust Fund will be established for a limited period (until 31 December 2020) and will provide immediate assistance and medium-term support to the post-conflict in Colombia.

The draft strategy of the Trust Fund referred to in Article 5.2(a) and the review thereof shall be discussed with the Trust Fund Partner prior to its submission to the Trust Fund Board for adoption and shall define the main areas in which the Trust Fund should focus. These areas should be chosen from the following:

*1) Based on the EU's experience in Colombia, and in line with the 'territorial' focus of the peace agreement, the Fund will **finance activities in the area of local development** that will contribute, *inter alia* to:*

- Support the comprehensive agricultural policy – including issues related to land tenure;*
- Stimulate economic activity and productivity in remote rural areas affected by the conflict – including through public-private initiatives and the support to the cooperative system;*
- Demine specific areas directly affected by the conflict, seeking to avoid overlaps with other actors;*

³ Comprehensive agrarian policy; political participation; solution to the issue of illicit drugs; victims' rights; ending the conflict, implementation, verification and validation

- Reinforce the presence of the State in areas affected by the conflict through the promotion of good governance as well as enhanced service delivery capacity;
- Restore the social fabric, in particular through the strengthening of local administration capacities and civil society participation in policy development. Specific attention will be paid to indigenous people and Afro-Colombians, women and children;
- Foster alternative development and sustainable use of natural resources in order to improve the livelihood of rural communities;
- Support resilience in terms of protection, food security and basic services, in particular for the most vulnerable, including displaced and returned people.

2) *Based on specific **EU knowhow and experience** in certain areas of peacebuilding, the Fund may **provide technical assistance** in the areas of:*

- Land rights and registers;
- Reintegration of ex-combatants, to help them adjust to civilian life and have access to sustainable employment and income, with specific attention to communitarian reintegration;
- Human rights (including victim's rights) and gender, especially in relation to the active role women will play in the post-conflict recovery, reconciliation and development;
- Support to legislative and institutional reforms required for implementing various points of the peace agreement.

Annex III to the Constitutive Agreement

[Additional] Donors' contribution certificate

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

For the attention of: The European Commission, Director-General for International Cooperation and Development (DG DEVCO).

Date: [...] 201...

Dear

Contribution to the European Union Trust Fund for Colombia, hereinafter referred to as 'the Trust Fund'

We refer to the Agreement establishing the EU Trust Fund for Colombia, 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 Commission 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 Commission 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]

[Tel.:]

[Fax:]

[Email:]

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

[Address]

[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 and the Operational Committee

[Where appropriate (i.e. on first contribution to the Trust Fund): 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 Commission before the next meeting of the Trust Fund Board].

[Where appropriate (i.e. if the minimum threshold set in Article 6.1.1 is reached): The donor shall appoint a representative and alternate representative to the Operational Committee in application of Article 6.1.3. of the Constitutive Agreement. Their name will be communicated to the Commission before the next meeting of the Operational Committee].

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

[Where appropriate: For the purposes of Article 6.1.1(c) 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 Operational 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: ____

Annex IV to the Constitutive Agreement

Model of Action Document for EU Trust Fund for Colombia to be used for the decisions of the Operational Board

1. IDENTIFICATION

Title/Number			
Total cost	Total estimated cost: EUR Total amount drawn from the Trust Fund:		
Aid method / Method of implementation			
DAC-code		Sector	⁴

2. RATIONALE AND CONTEXT

2.1. Summary of the action and its objectives

[Please explain also its relevance with regard to its contribution to the objectives of the Trust Fund laid down in Article 2]

2.2. Context

2.2.1. Geographical context and relevance with regard to Annex I of the Constitutive Agreement

[Please refer also to the location/geographic focus, if applicable]

2.2.2. Sector context: policies and challenges

2.3. Lessons learnt

2.4. Complementary actions

2.5. Donor coordination

3. DETAILED DESCRIPTION

3.1. Objectives

The **Overall Objective** of the action is:

The **Specific Objectives** are:

[Please explain also the relevance of these objectives to those of the Trust Fund, including Annex I of the Constitutive Agreement and the strategy adopted by the Board]

⁴ Please indicate also if the action is (1) relevant to or (2) its main aim concerns women, children, environment and/or human rights

3.2. Expected results and main activities

The expected results are:

[Please introduce indicators to measure impact]

3.3. Risks and assumptions

The main risks are:

The assumptions for the success of the project and its implementation include:

Mitigating measures have been considered, including:

3.4. Cross-cutting issues

3.5. Stakeholders

4. IMPLEMENTATION MODALITIES AND OTHER IMPLEMENTATION ISSUES

4.1. Financing agreement, if relevant

4.2. Indicative operational implementation period

4.3. Implementation components and modules

4.4. Indicative budget

Component	Amount in EUR thousands
<i>[Add as many rows as needed]</i>	

Communication and visibility funds will be included in the various components

4.5. Performance monitoring

The progress of the action will be monitored as follows:

4.6. Evaluation and audit

4.7. Communication and visibility

