Ms. Paula Gaviria Betancur  
Director  
Special Administrative Unit for the Attention and Integral Reparation to Victims  
(Administración Especial para la Atención y Reparación Integral a las Víctimas)  
Calle 16 #6-66, Edificio Avianca pisos 19, 21 y 32  
Bogotá, Colombia

Mr. Alejandro Gamboa Castilla  
Colombian Presidential Agency for International Cooperation, APC Colombia (Agencia Presidencial de Cooperación Internacional de Colombia, APC)  
Carrera 11 #93 – 53, Piso 7  
Bogotá, Colombia

Re: Colombia: Collective Reparation for Victims through Social Reconstruction Project  
CPPC Grant No. TF018908

Dear Madam/Sir:

In response to the request for financial assistance made on behalf of the Special Administrative Unit for the Attention and Integral Reparation to Victims ("Recipient"), with the participation of the Republic of Colombia’s Presidential Agency of International Cooperation ("APC Colombia"), (in fulfillment of its role set forth in the Member Country’s Presidential Decree No. 4152, dated November 3, 2011). I am pleased to inform you that the International Bank for Reconstruction and Development ("World Bank"), acting as administrator of grant funds provided by various donors ("Donors") under the Colombia Peace and Post-Conflict Support Multi-Donor Trust Fund, proposes to extend to the Recipient, for the benefit of the Republic of Colombia ("Member Country"), a grant in an amount not to exceed four million seven hundred thousand United States Dollars (U.S.$4,700,000) ("Grant") on the terms and conditions set forth or referred to in this letter agreement ("Agreement"), which includes the attached Annex, to assist in the financing of the project described in the Annex ("Project").

This Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the Donor. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the World Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the Donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.
Please confirm the Recipient's agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the World Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date of the countersignature; provided, however, that the offer of this Agreement shall be deemed withdrawn if the World Bank has not received the countersigned copy of this Agreement within 90 days after the date of signature of this Agreement by the World Bank, unless the World Bank shall have established a later date for such purpose.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

Issam Abousleiman
Country Manager
Colombia
Latin America and the Caribbean Region

AGREED:

SPECIAL ADMINISTRATIVE UNIT FOR THE ATTENTION AND INTEGRAL REPARATION TO VICTIMS (UNIDAD ADMINISTRATIVA ESPECIAL PARA LA ATENCIÓN Y REPARACIÓN INTEGRAL A LAS VÍCTIMAS)

By:

[Signature]
Name: [Name]
Title: [Title]
Date: [Date]

AGREED:

COLOMBIAN PRESIDENTIAL AGENCY OF INTERNATIONAL COOPERATION

By:

[Signature]
Name: [Name]
Title: [Title]
Date: [Date]
In Witness:

By: ____________________________

Name: __________________________

Title: President of the Republic of Colombia
Enclosures:


(2) Disbursement Letter of the same date as this Agreement, together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006

(3) “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011


Article I
Standard Conditions; Definitions

1.01. **Standard Conditions.** The Standard Conditions for Grants Made by the World Bank out of Various Funds dated February 15, 2012 ("Standard Conditions") constitute an integral part of this Agreement.

1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement.

(a) “APC Colombia” means Agencia Presidencial de Cooperación Internacional de Colombia, the Member Country’s agency in charge of technically managing, guiding and coordinating all public, private, technical and non-refundable financial international cooperation received and granted by the Member Country.

(b) “AWPB” means the Project’s Annual Work Plan and Budget.

(c) “Collective Reparation Program” means the Member Country’s program, created by Article 224 of Decree 4800.

(d) “CRP” or “Collective Reparation Plan” means Plan de Reparación Colectiva, any of the Member Country’s collective reparation plans, as defined in Decree No 4800.

(e) “CRS” or “Collective Reparation Subject” means the groups, social and political organizations and communities, referred to in article 152 of the Victims and Land Restitution Law.

(f) “Decree No 4800” means the Member Country’s decree regulating the Victims and Land Restitution Law, dated December 20, 2011, and published on December 20, 2011.

(g) “Eligible CRP” or “Eligible Collective Reparation Plan” means any CRP eligible to be supported by the Project according to the selection criteria and procedures set forth in the Project Implementation Manual.

(h) “EMF” or “Environment Management Framework” means the Member Country’s document titled Marco de Gestión Ambiental y Social, dated 28 July, 2014, adopted by the Recipient, outlining general implementation procedures, mitigation measures and monitoring procedures for environmental purposes under the Project, as said framework may be amended from time to time with the World Bank’s prior approval, and referred to in Section 2.03.C.1 of this Agreement.

(i) “Ethnic Subject” means any ethnic group of indigenous people and communities, and people of African descent and Roma communities, as defined in article 150 of the Victims and Land Restitution Law.
“Indigenous Peoples” means a social group with a distinct social and cultural identity that makes them vulnerable to being disadvantaged in the development process, including the presence in varying degrees of the following characteristics: (i) a close attachment to ancestral territories and to the natural resources in these areas; (ii) self-identification and identification by others as members of a distinct cultural group; (iii) an indigenous language, often different from the national language; (iv) presence of customary social and political institutions; and (v) primarily subsistence-oriented production.

“IPPF” or “Indigenous Peoples Policy Framework” means the Recipient’s document titled *Marco de Planificación para Comunidades Étnicas*, dated 28 July, 2014, adopted by the Recipient, setting forth guidelines for the preparation of an indigenous peoples plan, measures for addressing the needs of the Indigenous Peoples, afro-Colombians and Roma communities and providing guidelines and procedures for consultation with and informed participation of said Indigenous Peoples afro-Colombians and Roma communities residing or cultivating lands in areas under the Project, as said framework may be amended from time to time with the World Bank’s prior approval, and referred to in Section 2.03.C.1 of this Agreement.

“Project Implementation Manual” means the manual dated January 29, 2015, satisfactory to the Bank, referred to in Section 2.03.B of this Agreement, as the same may be amended from time to time with agreement of the Bank.

“Selected Reparation Measure” means any reparation measure to be financed out of the proceeds of the Grant, included in an Eligible CRP, which implementation is under the exclusive responsibility of the Recipient and which has been selected according to the applicable selection criteria and procedures, all as established in the Member Country’s Legal Framework and further detailed in the Operational Manual.

“SNARIV” means the Member Country’s National System for Comprehensive Attention and Reparation to Victims, as established by article 159 of the Victims and Land Restitution Law.

“Transitional Justice Committee” means the Member Country’s Transitional Justice Territorial Committee, as defined in the Victims and Land Restitution Law.


“Bank’s Safeguards Policies” means the Bank’s operational policies and procedures, set forth in the Bank’s operational manual and identified as OP/BP 4.01, 4.04, 4.09, 4.10, 4.11, 4.12, 4.36, 4.37, 7.50 and 7.60, as said manual is published under www.WorldBank.org/opmanual.

**Article II**

**Project Execution**

2.01. **Project Objectives and Description.** The objective of the Project is to strengthen and deploy a model for the Collective Reparation Program for victims at the Member Country’s national and local level based upon documentation and systematization of the implementation of Eligible Collective Reparation Plans.
The Project consists of the following parts:

Part 1: Strengthening National and Local Capacities to Implement the Collective Reparation Program

(a) Strengthening the Recipient’s capacity to implement the Collective Reparation Program at the national and territorial level through, *inter alia*:

(i) The carrying-out of institutional assessments of the Recipient’s territorial directions and regional centers to identify key constrains for planning and implementation of CRPs.

(ii) The provision of technical assistance to strengthen fiduciary, administrative and implementation capacities at the national and territorial level.

(iii) The development of a flexible methodology for the implementation of CRPs based upon lessons learnt from the implementation of Parts 2 and 3 of the Project.

(iv) The design of an implementation strategy for the members of SNARIV, civil society and local organizations.

(v) The improvement and validation of mechanisms for victims’ grievances and feedback on CRPs.

(vi) The development of methodological tools on conflict prevention at the local level.

(b) Strengthening the capacity of the Member Country’s authorities at the local level to participate in the design and implementation of CRPs with CRS, including non-ethnic and Ethnic Subjects through, *inter alia*:

(i) The provision of technical assistance and training for municipal authorities in the formulation and implementation of CRPs.

(ii) The provision of technical assistance and training for Transitional Justice Committees to follow-up on the implementation of CRPs.

(iii) The provision of training to members of the SNARIV to strengthen institutional coordination.

(iv) Training and provision of methodological tools on conflict prevention.

(c) Strengthening the capacity of CRSs to design and implement their CRPs through, *inter alia*:

(i) The provision of training in participatory decision-making, organizational strengthening and development of differential leadership.

(ii) The provision of technical assistance to improve technical capacities of the CRSs for the development and implementation of their CRPs.

(iii) The provision of technical assistance and training to develop capacity on conflict prevention.
(iv) Training on the use of mechanism for victims’ grievances and feedback on CRPs.

(d) Supporting the management of the Project through, *inter alia*, the provision of technical assistance, equipment, training, travel and general operating costs, as necessary, to effectively implement, monitor and evaluate the Project, including the provision of audit services.

Part 2: Supporting the Implementation of Measures of Collective Reparation Plans for CRS, including Non-ethnic and Ethnic Subjects

(a) Support for the selection of Eligible CRPs through, *inter alia*:

(i) The carrying out of activities needed for the identification of and evaluation of requests of eligibility from CRSs at the local and national level, including the carrying out of relevant evaluation activities.

(ii) The carrying out of activities needed for the prioritization and definition of components and objectives, as well as the design of reparation measures of Eligible CRPs at local and national level, including workshops.

(b) Development of an implementation strategy for each Eligible CRP through, *inter alia*:

(i) The development of a detailed action plan for the implementation of the Eligible CRPs including budgeting, accounting and reporting.

(ii) The carrying out of a capacity assessment and identification of roles of the different partners involved in implementation of Eligible CRPs, and the provision of technical assistance for the implementation of said Eligible CRPs.

(c) Carrying out Selected Reparation Measures, including the carrying out of workshops with all partners involved in the implementation of the Eligible CRPs.

Part 3: Generating Knowledge and Learning on Collective Reparations

(a) Development and implementation of a monitoring and evaluation and knowledge management strategy to measure the results of the CRPs.

(b) The provision of technical assistance on the use of knowledge as a management tool.

(c) The carrying out of analytical work and systematization of emblematic CRPs and the corresponding CRSs.

(d) Carrying out research studies applied to specific operational issues regarding collective reparation.

(e) Promotion of learning exchanges through, *inter alia*: 
(i) The development and functioning of a network for collective learning, including Recipient's and external members.

(ii) The development of a knowledge sharing strategy.

(iii) The carrying out of dissemination of knowledge activities on collective reparations for the Recipient and relevant stakeholders, including the organization of workshops, seminars, international forums, internships and peer support training and south-south learning activities.

2.02. Project Execution Generally: The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 (“Anti-Corruption Guidelines”); and (c) this Article II.

2.03. Institutional and Other Arrangements

A. Institutional Arrangements

1. (a) For purposes of carrying out the Project, the Recipient shall maintain at all times during Project implementation professional staff in adequate numbers and with terms of reference, qualifications and functions acceptable to the World Bank.

(b) Notwithstanding the provision of paragraph (a) above, the Recipient shall hire and thereafter maintain at all times during Project implementation, unless the Bank may otherwise agree, a Project coordinator, a financial management specialist, an accounting assistant, a procurement specialist, a monitoring and evaluation specialist, a knowledge management specialist and a social rehabilitation expert, all with terms of reference, qualifications and functions acceptable to the World Bank.

B. Project Implementation Manual

1. The Recipient shall carry out the Project in accordance with the provisions of a manual satisfactory to the Bank (the Project Implementation Manual), which shall include, inter alia, the following provisions: (a) the Project disbursement and procurement procedures; (b) Project indicators and the procedures for the monitoring and evaluation of the Project; (c) the criteria and procedures for the selection of Eligible CRPs and Selected Reparation Measures; (d) a detailed description of the Project activities and implementation arrangements; (e) the administrative, accounting, auditing, reporting, financial, procurement, disbursement and safeguards procedures, including all pertinent standard documents and model contracts in relation thereto.

2. Except as the Recipient and the Bank may otherwise agree in writing, the Recipient shall not abrogate, amend, suspend, waive or otherwise fail to enforce the Project Implementation Manual or any provision thereof.

3. In case of any conflict between the terms of the Project Implementation Manual and those of this Agreement, the provisions of this Agreement shall prevail.
C. Safeguards

1. The Recipient shall carry out the Project in accordance with the EMF and the IPPF. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, terminate, fail to enforce or waive the EMF and/or IPPF, or any of their provisions thereof.

2. The Recipient shall ensure that, when applicable, the terms of reference of consultancies under the Project shall be satisfactory to the World Bank following its review thereof and, to that end, such terms of reference shall duly incorporate the requirements of the World Bank's Safeguards Policies then in force, as applied to the advice conveyed through such technical assistance.

2.04. Donors Visit. For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank’s request, take all measures required on its part to enable the representatives of the Donors to visit any part of the Member Country’s territory for purposes related to the Project.

2.05. Project Monitoring, Reporting and Evaluation. (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the World Bank and to APC Colombia not later than 45 days after the end of the period covered by such report.

(b) The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank and to APC Colombia not later than six months after the Closing Date.

2.06. Financial Management. (a) The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

(b) The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than 45 days after the end of each semester, covering the semester, in form and substance satisfactory to the World Bank.

(c) The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six months after the end of such period.

2.07. Procurement. (a) General. All goods, works, non-consulting services and consultants' services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in: (i) Section I of the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014) (“Procurement Guidelines”), in the case of goods, works and non-consulting services; (ii) Sections I and IV of the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2011) (“Consultant Guidelines”) in the case of consultants’ services; and (iii) the provisions of this Section, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines (“Procurement Plan”).
Definitions. The capitalized terms used in the following paragraphs of this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

(c) Particular Methods of Procurement of Goods, Works and Non-consulting Services

(i) Except as otherwise provided in sub-paragraph (ii) below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

(ii) The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts which are specified in the Procurement Plan: (A) National Competitive Bidding; (B) Shopping; and (C) Direct Contracting.

(d) Particular Methods of Procurement of Consultants’ Services

(i) Except as otherwise provided in item (ii) below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

(ii) The following methods, other than Quality- and Cost-based Selection, may be used for the procurement of consultants’ services for those assignments which are specified in the Procurement Plan: (A) Quality-based Selection; (B) Selection under a Fixed Budget; (C) Least Cost Selection; (D) Selection based on Consultants’ Qualifications; (E) Single-source Selection of consulting firms; (F) Selection of consultants under Indefinite Delivery Contract or Price Agreement; (G) Selection of Individual Consultants; and (H) Single-source procedures for the Selection of Individual Consultants.

(e) Review by the World Bank of Procurement Decisions. The Procurement Plan shall set forth those contracts which shall be subject to the World Bank’s Prior Review. All other contracts shall be subject to Post Review by the World Bank.

Article III
Withdrawal of Grant Proceeds

3.01. Eligible Expenditures. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance 100% of Eligible Expenditures consisting of goods, works, non-consulting services, consultants’ services, Training and Workshops, and Operating Costs inclusive of Taxes.

For the purposes of this paragraph, the term:

(i) “Training and Workshops” means the reasonable costs, as shall have been approved by the World Bank, for training and workshops conducted under the Project, including tuition, travel and
subsistence costs for training and workshop participants, costs associated with securing the services of
trainers and workshop speakers, rental of training and workshop facilities, preparation and reproduction
of training and workshop materials, and other costs directly related to training course and workshop
preparation and implementation (but excluding goods and consultants’ services); and

(ii) “Operating Costs” means the reasonable costs, as shall have been approved by the Bank,
for the incremental expenses incurred on account of Project implementation, consisting of vehicle
operation and maintenance, communication and insurance costs, banking charges, rental expenses, office
(and office equipment) maintenance utilities, document duplication/printing, consumables, travel cost
and per diem for Project staff for travel linked to the implementation of the Project.

3.02. **Withdrawal Conditions.** Notwithstanding the provisions of Section 3.01 of this Agreement, no
withdrawal shall be made for payments made prior to the date of countersignature of this Agreement by
the Recipient.

3.03. **Withdrawal Period.** The Closing Date referred to in Section 3.06 (c) of the Standard Conditions
is June 15, 2018.

**Article IV
Recipient’s Representative; Addresses**

4.01. **Recipient’s Representative.** The Recipient’s Representative referred to in Section 7.02 of the
Standard Conditions is its General Director.

4.02. **Recipient’s Address.** The Recipient’s Address referred to in Section 7.01 of the Standard
Conditions is:

Special Administrative Unit for the Attention and Integral Reparation to Victims (*Unidad Administrativa
Especial para la Atención y Reparación Integral a las Víctimas*)
Calle 16 #6-66, Edificio Avianca pisos 19, 21 y 32
Bogota, Colombia

4.03. **World Bank’s Address.** The World Bank’s Address referred to in Section 7.01 of the Standard
Conditions is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Facsimile: 1-202-477-6391