

ANNEX TO THE  
GENERAL AGREEMENT FOR ECONOMIC, TECHNICAL AND  
RELATED ASSISTANCE  
BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA

Recognizing that the illegal cultivation, production and trafficking in drugs and psychotropic substances has had major negative impacts on Colombian efforts to achieve economic and social progress, under the democratic rule of law, and

Whereas under the General Agreement, signed in 1962, for Economic, Technical and Related Assistance between the Government of the United States of America and the Government of the Republic of Colombia, the Government of the United States of America has agreed to assist the Government of the Republic of Colombia with such economic, technical and related assistance as may hereafter be requested by representatives of appropriate agencies of the Government of the Republic of Colombia, and

Whereas the Government of the United States of America agrees to furnish financial, material, economic, technical and related assistance to the Government of the Republic of Colombia designed to strengthen the capability of the Colombian government in support of the 1988 United Nations Convention Against Illegal Traffic in Narcotic Drugs and Psychotropic Substances, to which both Colombia and the United States are signatory parties, the Plan Colombia national strategy, and the Government of the Republic of Colombia's National Plan to Combat Drugs, and

Whereas in accordance with United States law and policy, no assistance or funds of the Government of the United States will be provided under this Annex to or for the use by a unit of the security forces of the Government of the Republic of Colombia if the U.S. Secretary of State has credible evidence that such a unit has committed gross violations of human rights, unless the U.S. Secretary of State determines that the Government of the Republic of Colombia is taking effective measures to bring the responsible members of the security forces to justice.

Therefore, the Government of the United States of America and the Government of the Republic of Colombia hereby agree to establish and support a bilateral narcotics control program under the terms set forth in the General Agreement for Economic, Technical and Related Assistance and the terms in this Annex. The actions to be taken and the resources to be provided by the Government of the Republic of Colombia, after fulfillment of the internal requirements, and the Government of The United States of America in support of this program as set forth below are accepted by the signatories as firm commitments unless otherwise amended by joint agreement. The initial funds granted by the Government of the United States of America by the terms of this Annex will be specified in face sheets (US\$743,500,000, including United States Agency for International Development grants of US \$94,500,000). Future funding for this program is contingent upon the U.S. congressional authorization and appropriation of funds and the approval by the Assistant Secretary of State for International Narcotics and Law Enforcement Affairs (INL).

Modification to this Annex may be made as jointly agreed by the signatories and issued as amendments to this Annex.

## I General

A. To accomplish the goals of the United Nations Convention Against Illegal Traffic of Drugs and Psychotropic Substances, to which both Colombia and the United States are signatory parties, the Plan Colombia national strategy, and the Government of the Republic of Colombia's National Plan to Combat Drugs, the two governments, hereinafter referred to as the parties, are committed to provide such resources and take such actions as specified in this Annex, to the degree authorized by their respective legislation.

B. The parties recognize and agree that the protection of human rights is an important element of this bilateral Annex, which will be executed according to the internal legislation of each country. To this end, the parties understand and agree that:

1. The assistance of the Government of the United States of America to the Government of the Republic of Colombia under this Annex is conditioned on the Government of the Republic of Colombia actively protecting human rights in Colombia; and

2. The parties understand that in assessing whether the Government of the Republic of Colombia is actively protecting human rights, the Government of the United States of America will consider, among other things, that before the initial delivery of the assistance to be provided to a unit of the security forces of the Government of the Republic of Colombia, and every six months thereafter, the receiving Colombian institution will provide the Embassy a certification issued by the corresponding authority on formal investigations or on-going process for gross human rights violations respect each member of such unit, and the punishments imposed.

## II Project Descriptions

The parties agree to negotiate and conclude individual sub-agreements, which will become appendices to this Annex and which shall detail the specific projects to be funded under this Annex. These appendices will be entered into by the U.S. Embassy and the appropriate Government of the Republic of Colombia ministry and/or institution with the responsibility for that project. Specific projects to be funded under this Annex include the projects for Colombia described in the Statement of Managers Report for Chapter 2 of Division B of the Military Construction Appropriation Act, FY 2001 (P.L. 106-246, July 13, 2000).

The appendices to be developed under this Annex by the agencies of the Government of the Republic of Colombia should be consulted with the Ministry of Foreign Relations prior to signature with the Government of the United States of America. The appendices will include the actions to be taken, the resources to be provided, and the evaluations, verifications, audits, and additional administrative and fiscal controls required to implement the projects in accordance with the laws and regulations of the two parties. The rights and obligations set forth in this Annex shall be incorporated and made expressly part of each appendix.

### III. Standard Provisions

#### A. Financing

1. Continued support of the Government of the United States of America for this program is conditioned upon regular and measurable progress by the parties toward the goals outlined above.
2. Disbursement of funds of the Government of the United States of America for procurement of goods and services will be made as charges against sub-obligating documents prepared and issued by the appropriate section of the U.S. Embassy or other agency of the Government of the United States of America.
3. Funds obligated by the Government of the United States of America that have not been sub-obligated within twelve months following the close of the fiscal year of the Government of the United States of America in which the applicable agreement has been signed may be deobligated by the Government of the United States of America. An extension of the sub-obligation period may be granted upon request to the U.S. Department of State, INL.
4. The Government of the Republic of Colombia will ensure effective and continuous operation of the agencies of the Government responsible for the specific projects undertaken under this Annex.
5. The Government of the Republic of Colombia shall make such reasonable efforts as are necessary to ensure that funds or other support provided under this Annex are used only in support of the objectives of this Annex.

#### B. Title

Title to all property procured through financing by the Government of the United States of America shall be in the name of the receiving institution of the Government of the Republic of Colombia, unless otherwise specified in the applicable procurement document, except that the Government of the United States of America will retain title to all aircraft transferred to Colombia pursuant to this Annex, unless otherwise specified.

#### C. Property

1. The assistance to be provided by the Government of the United States of America will be given to those institutions of the Government of the Republic of Colombia previously agreed by the parties and also the assistance provided cannot be transferred to an institution different than the one that was submitted initially, unless there is an agreement between the parties.
2. All requests for supplies, equipment or other commodities will be submitted in writing by the requesting Government of the Republic of Colombia institution to the supporting section of the U.S. Embassy. Accompanying the request for purchase or loan of any new or additional equipment or supplies, the Colombian institution will verify in writing to its U.S. counterpart the status of the inventory of all such items.
3. Any property furnished to an institution of the Government of the Republic of Colombia through financing by the Government of the United States of America

shall be devoted to the designated project, and thereafter shall be used to further the project's objectives. The property may not be transferred or reassigned, whether temporarily or permanently, without the express written consent of the agency of the Government of the United States of America involved. The Government of the Republic of Colombia agrees to reimburse or return to the Government of the United States of America for any property obtained through financing by the Government of the United States of America which is not used in accordance with this provision, unless the parties agree to transfer or reassign the property to another counter-narcotics organization of the Government of the Republic of Colombia supported by the Government of the United States of America. Should the property be sold, funds derived from its sale will be used in the furtherance of narcotics control activities. Any funds resulting from any insurance payment or settlement for damaged equipment provided by the Government of the United States of America shall be deposited in special accounts established for the counternarcotics projects that support this Annex.

#### D. End-Use Monitoring

The receiving institutions of the Government of the Republic of Colombia under this Annex will facilitate periodic audit visits, coordinated with the United States Embassy in Bogota, in order that the parties, jointly, review and inventory the equipment, supplies, and material purchased by the Government of the United States of America to allow end-use monitoring. The period of monitoring will depend on the item and agreement between the parties. The Government of the Republic of Colombia will maintain and account for such items in no less rigorous manner as would be used if the items were acquired by the Government of the Republic of Colombia with funds of the Government of the Republic of Colombia, and agree to follow the regulations and guidelines of the Government of the United States of America on the monitoring and control of the equipment.

#### E. Training of Personnel

1. Before scholarships, fellowships or participant training for personnel proposed by the Government of the Republic of Colombia can be funded under this Annex, personnel proposed for the training must execute a certification that they have not been convicted of a narcotics offense or been involved in narcotics trafficking within the last ten years.

2. Keeping in mind the investment in training and instruction, the receiving institution of the Government of the Republic of Colombia agrees to minimize the rotation of personnel who have received training under this program and, if possible, to retain such trained personnel in an assignment related to the project for a minimum of two years after completing such training, unless earlier reassignment is in the best interests of either party, for example for disciplinary reasons or to ensure the orderly personnel promotion. The designated institution of the Government of the Republic of Colombia will develop and maintain a database of trained personnel, updated regularly, to permit review of this requirement and to assist in personnel management.

#### F. Evaluation

1. Each party, or their designated representatives, shall have the right: (1) to examine any property procured through or financed by that party under this project

to determine that such property is being used in accordance with the terms of the project; and (2) to inspect and audit any records and accounts with respect to funds, properties and contract services furnished by that party under this Annex to determine that such funds, services or properties are being used properly in accordance with the terms of the project.

2. The parties agree to monitor the progress of the projects and all personnel assigned thereto jointly at regular intervals during the life of the project. Each party will assign fully qualified personnel to participate in the monitoring and evaluation process.

3. Each party will furnish the other with available, pertinent information, as necessary, to evaluate the effectiveness of project operations under the terms of this Annex. At the termination of each project, a completion report shall be issued as an integral part of this process. The completion report will include a summary of the project contributions by the Government of the United States of America and Government of the Republic of Colombia, a record of activities performed, objectives achieved and related basic data.

#### G. Applicable Laws

1. The parties shall expend funds and support cited operations only in accordance with the applicable laws and regulations of their respective governments.

2. All goods and services procured with funds of the Government of the United States of America will be procured under the procurement regulations and policies of the Government of the United States of America, and procured in and shipped from the United States, unless otherwise provided for in the project appendix or as otherwise authorized by the appropriate agency of the Government of the United States of America.

#### H. Property/Funds/Contractors and Other Personnel of the Government of the United States of America

Unless otherwise provided in this Annex or any appendices thereto, the provisions of Articles III, IV and V of the 1962 General Agreement for Economic, Technical, and Related Assistance between the Government of the United States of America and Government of the Republic of Colombia are incorporated herein and made expressly part of this Annex.

#### I. Termination

1. This Annex shall enter into force when signed by authorized representatives of both governments. Either party may terminate this Annex by giving the other party a 90-day prior written notice of intent. Termination of this Annex shall cancel any obligations of the two parties to make contributions pursuant to this Annex, except for payments to commitments entered into with third parties prior to the notice of cancellation of the Annex.

2. The Government of the United States of America reserves the right to terminate any or all assistance provided under this Annex upon notice or take appropriate other measures if an agency of the Government of the Republic of Colombia, to or through which assistance is being provided under this Annex or a key individual of

such agency or any recipient of scholarships, fellowships or training financed under this Annex is found to have been convicted of a narcotics offense or to be or have been engaged in drug trafficking as defined in its domestic legislation.

3. It is expressly understood that the obligations under paragraph C of this Annex relating to the use of property shall remain in force after termination of this Annex.

Signed in the city of Santa Fe de Bogota in Colombia on September 27, 2000, in duplicate in the English and Spanish languages, each text being equally authentic.

For the Government of the  
United States of America

For the Government of the  
Republic of Colombia

//SIGNED//

//SIGNED//

Anne W. Patterson  
Ambassador

Guillermo Fernández de Soto  
Minister of Foreign Relations