

Public Disclosure Authorized

# OFFICIAL DOCUMENTS

LOAN NUMBER 8937-CO

## Loan Agreement

(Colombia Multipurpose Cadaster Project  
*Programa para la Adopción e Implementación de un Catastro Multipropósito Rural-urbano*)

between

REPUBLIC OF COLOMBIA

and

INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT

Public Disclosure Authorized



OFFICIAL  
DOCUMENTS

## LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between the REPUBLIC OF COLOMBIA ("Borrower") and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). The Borrower and the Bank hereby agree as follows:

### ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

### ARTICLE II — LOAN

- 2.01. The Bank agrees to lend to the Borrower the amount of one hundred million dollars (\$100,000,000), as such amount may be converted from time to time through a Currency Conversion ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are May 15 and November 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

### ARTICLE III — PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall: (i) through DNP carry out Parts 1.1, 3.4 and 4.1 of the Project; (ii) through ANT carry out Parts 1.4, 2.3, 3.3 and 4.4 of the Project; (iii) through IGAC carry out Parts 1.2, 2.1, 2.4, 3.2 and 4.2 of the Project; and (iv) through SNR carry out Part 1.3, 2.2, 3.1 and 4.3 of the Project, all under the coordination of DNP and in accordance with the

provisions of Article V of the General Conditions, Schedule 2 to this Agreement and the Inter-institutional Agreement.

**ARTICLE IV — EFFECTIVENESS; TERMINATION**

- 4.01. The Additional Condition of Effectiveness consists of the following, namely that the Inter-Institutional Agreement has been duly executed by the Project Implementing Entities.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

**ARTICLE V — REPRESENTATIVE; ADDRESSES**

- 5.01. The Borrower's Representative is its Minister of Finance and Public Credit.
- 5.02. For purposes of Section 10.01 of the General Conditions: (a) the Borrower's address is:

Ministry of Finance and Public Credit  
Carrera 8 No. 6 C 38 Bogotá D.C Piso 3°

and

(b) the Borrower's Electronic Address is:

Facsimile:  
(571) 350 9344

- 5.03. For purposes of Section 10.01 of the General Conditions: (a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

Telex:	Facsimile:
248423(MCI) or 64145(MCI)	1-202-477-6391

AGREED as of the Signature Date.

**REPUBLIC OF COLOMBIA**

By 

Authorized Representative

Name: Alberto Carrasquilla Barrera

Title: Ministro

Date: August 13th, 2019

Countersigned on behalf of the  
Ministry of Justice and Law of Colombia

By 

Authorized Representative

Name: Margarita Leonor Cabello Blanco

Title: Ministra

Countersigned on behalf of the  
National Planning Department of Colombia as  
the Authorized Representative and Technical  
Coordinator of the Project

By 

Authorized Representative

Name: Gloria Amparo Alonso Masmela

Title: Directora

**INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT**

By 

Authorized Representative

Name: Ulrich Zachau

Title: Director Colombia and Venezuela

Date: June 17th, 2019  
Jun 10

Countersigned on behalf of the  
Ministry of Agriculture and Rural Development  
of Colombia

By 

Authorized Representative

Name: Andrés Rafael Valencia Pinzón

Title: Ministro

Countersigned on behalf of the  
National Administrative Department of Statistics  
of Colombia

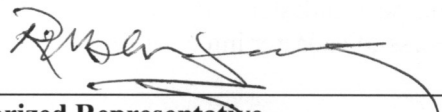
By 

Authorized Representative

Name: Juan Daniel Oviedo Arango

Title: Director

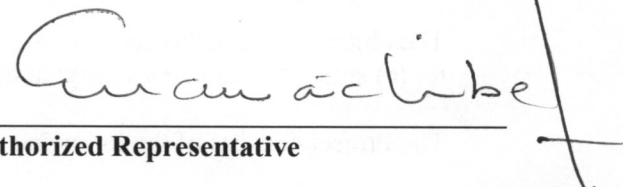
Countersigned on behalf of the  
Superintendent of Notaries and Registries of  
Colombia

By   
Authorized Representative

Name: Rubén Silva Gómez

Title: Superintendente

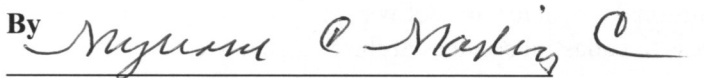
Countersigned on behalf of the  
Geographic Institute Augustin Codazzi

By   
Authorized Representative

Name: Evamaría Uribe Tobón

Title: Directora

Countersigned on behalf of the  
National Land Agency of Colombia

By   
Authorized Representative

Name: Myriam Carolina Martínez Cárdenas

Title: Directora

## SCHEDULE 1

### Project Description

The objective of the Project is to establish the multipurpose cadaster in the Selected Municipalities to: (a) strengthen tenure security; and (b) provide access to cadaster information.

The Project consists of the following parts:

#### Part 1. Institutional Strengthening

1. Strengthening DNP's institutional capacity by, *inter alia*, developing strategies for the sustainability of the Project, including the permanent access to cadastral and registry services at the Selected Municipalities.
2. Strengthening IGAC's institutional capacity to improve cartographic and cadastral capabilities, including the permanent access to registry services at the Selected Municipalities.
3. Strengthening SNR's institutional capacity to deliver property registration services, including the permanent access to cadastral services at the Selected Municipalities.
4. Strengthening ANT's institutional capacity to improve Land Tenure Formalization services, including the permanent access to cadastral and registry services at the Selected Municipalities.

#### Part 2. ICT Development and Strengthening the National Spatial Data Infrastructure

1. Strengthening IGAC's ICT infrastructure and development of the Cadaster-Registry Master Data Repository.
2. Strengthening SNR's ICT infrastructure.
3. Strengthening ANT's ICT infrastructure.
4. Strengthening the NSDI.

#### Part 3. Implementation and maintenance of the Multipurpose Cadaster

1. Ensuring the availability of SNR land registry records for the implementation and maintenance of the multipurpose cadaster through, *inter alia*, the digitization and systematization of paper-based property registry information (*folio antiguo*), and final registration of all relevant documents.
2. Establishing the multipurpose cadaster through, *inter alia*: (i) carrying out the densification of the geodetic network through the application of best practices; (ii) producing basic

cartography; (iii) systematizing paper record cadastral information; (iv) preparing a diagnostic for each area of intervention; (v) carrying out a cadastral survey, through data gathering about the physical, legal and economic characteristics of all parcels located within the Selected Municipalities; (vi) incorporating and maintaining the gathered data into the SNC; and (vii) supporting informal land tenure identification and alternative dispute resolution.

3. Providing land tenure formalization services through, *inter alia*: (i) ensuring that ANT's historical rural land titling records are available in a timely manner contributing to the identification of land rights and restrictions; and (ii) formulating and implementing of Rural Property Formalization Plans (*Planes de Ordenamiento Social de la Propiedad Rural*).
4. Strengthening institutional capacities at local level by, *inter alia*: (i) facilitating access to cadaster and registry services for all citizens in the territory; and (ii) strengthening the capacities of municipal entities to use information from the multipurpose cadaster.

#### **Part 4. Project Management**

1. Supporting DNP's Project coordination and management activities including, *inter alia*: financial management, procurement, safeguards and monitoring and evaluation.
2. Supporting IGAC's Project management activities including, *inter alia*: financial management, procurement, safeguards and monitoring and evaluation.
3. Supporting SNR's Project management activities including, *inter alia*: financial management, procurement, safeguards and monitoring and evaluation.
4. Supporting ANT's Project management activities including, *inter alia*: financial management, procurement, safeguards and monitoring and evaluation.

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

1. To facilitate the implementation of the Project the Borrower shall:
  - (a) up to ninety (90) days after Effective Date, appoint, create and maintain, throughout Project implementation, a Project Director and a Project Coordination Unit (PCU) within DNP, with staffing and functions set forth in the Operational Manual;
  - (b) create and maintain, throughout Project implementation, Management Units (MU) within IGAC, ANT and SNR, with staffing and functions set forth in the Operational Manual;
  - (c) create and maintain, throughout Project implementation the Project Steering Committee, with composition and functions set forth in the Operational Manual; and
  - (d) create and maintain, throughout Project implementation the Project Technical Committee, with composition and functions set forth in the Operational Manual.

##### B. Inter-institutional Agreement

1. To facilitate the carrying out of the Project, the Project Implementing Entities shall enter into an agreement, under terms and conditions acceptable by the Bank ("Inter-institutional Agreement"), which shall include the proceeds of the Loan available to each Project Implementing Entity and each Implementing Entity's obligation to carry out its Respective Part of the Project in accordance with the relevant provisions of this Agreement and the Operational Manual.
2. The Project Implementing Entities, shall exercise its rights under the Inter-institutional Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Project Implementing Entities shall not assign, amend, abrogate, waive, terminate or fail to enforce the Inter-institutional Agreement or any of its provisions.

##### C. Fiduciary Agent

1. If agreed between the Borrower and the Bank as necessary to facilitate the carrying out the Project Implementing Entities Respective Parts of the Project, the Borrower, through the Project Implementing Entity(s), may hire a Fiduciary Agent, under terms and conditions satisfactory to the Bank, and make part of the proceeds of the Loan available to the Fiduciary Agent under an agreement between the Borrower, through the Project



Implementing Entity(s) and the Fiduciary Agent (Fiduciary Agent Agreement), under terms and conditions approved by the Bank, which shall include, *inter alia*:

- (a) the Fiduciary Agent's obligation to maintain records and accounts adequate to reflect the operations, resources and expenditures of the Project, in order to enable the Borrower, through the Project Implementing Entity(s) to comply with its obligations under this Agreement; and
  - (b) the roles and responsibilities of the Fiduciary Agent with regard to the implementation of the Project, including compliance with the pertinent provisions of this Agreement and the Operational Manual.
2. The Borrower, through DNP, shall exercise its rights under the Fiduciary Agent Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan.

**D. Operational Manual**

1. The Borrower, through the Project Implementing Entities, shall carry out the Project and/or cause the Project to be carried out, in accordance with the provisions of a manual (the Operational Manual) satisfactory to the Bank, containing, *inter alia*: (a) the activities and timetable of actions to be carried out under the Project; (b) the respective roles and responsibilities of the Implementing Entities; (c) the composition and responsibilities of the PCU and MUs; (d) the fiduciary, technical and operational aspects and procedures for implementation of the Project, including the financial management procedures (budgeting, accounting and internal control, disbursement and flow of funds, financial reporting, annual reports, internal and external audit arrangements procedures); (e) the performance indicators for the Project; and (f) the ESMF, IPP, RPF and the Anti-Corruption Guidelines.
2. The Borrower, through the Project Implementing Entities, shall not amend or waive or fail to enforce any provision of the Operational Manual without the Bank's prior written approval. In case of any conflict between the terms of the Operational Manual and those of this Agreement, the terms of this Agreement shall prevail.
3. Not later than thirty (30) days after Effective Date, the Borrower, through the Project Implementing Entities, shall adopt the Operational Manual in a manner and with contents acceptable to the Bank.

**E. Safeguards**

1. The Borrower, through the Project Implementing Entities, shall carry out the Project in accordance with the ESMF, the IPP and the RPF.
2. The Borrower, through the Project Implementing Entity(s), shall ensure that the terms of reference of any Project consultancy shall be satisfactory to the Bank following its review thereof and, to that end, such terms of reference shall duly incorporate the requirements of the Bank's Safeguard Policies then in force, as applied to the advice conveyed through such technical assistance.

**Section II. Project Monitoring Reporting and Evaluation**

The Borrower, through DNP, shall furnish to the Bank each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

**Section III. Withdrawal of Loan Proceeds**

**A. General.**

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower, through the Project Implementing Entities, may withdraw the proceeds of the Loan to finance Eligible Expenditures, in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<b>Category</b>	<b>Amount of the Loan Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be financed (inclusive of Taxes)</b>
(1) Goods, works, non-consulting services, consulting services, Training and Operating Costs for the Project	100,000,000	100%
<b>TOTAL AMOUNT</b>	<b>100,000,000</b>	

**B. Withdrawal Conditions; Withdrawal Period.**

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date.
2. The Closing Date is January 31, 2025.

**Section IV. Other Undertakings**

- A.** The Borrower through IGAC shall, no later than six (6) months from the Signing Date, approve simplified regulations for cadastral surveying, satisfactory to the Bank.
- B.** The Borrower, through ANT, shall, no later than six (6) months from the Signing Date, approve, within its institutional competence, simplified regulations or procedures for land tenure formalization, satisfactory to the Bank.

**SCHEDULE 3**

**Annuity Principal Repayments**

**Customized Amortization Repayment Schedule**

<b>Principal Payment Date</b>	<b>Installment Share</b>
May 15, 2036	25%
May 15, 2037	25%
May 15, 2038	25%
May 15, 2039	25%

## APPENDIX

### Section I. Definitions

1. “ANT” means *Agencia Nacional de Tierras*, the Borrower’s National Land Agency, created by Law Decree 2363 of 2015.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, 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 and as of July 1, 2016.
3. “Bank Safeguards Policies” means the Bank's operational safeguard policies and procedures, set forth in the World Bank's Policies and Directives under OP/BPs 4.01, 4.04, 4.09, 4.10, 4.11, 4.12, 4.36, and 4.37, or such policies and procedures then in force.
4. “Cadastral-Registry Master Data Repository” or “Data Repository” means the Borrower’s standardized and integrated data platform, modeled under the standard ISO 19152 - Land Administration Domain Model, which consolidates core cadastral and registry datasets: (i) parties (people and organizations); (ii) ownership rights, responsibilities, and restrictions; (iii) parcels; and (iv) spatial representations of parcels and ownership rights (geometry and topology).
5. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
6. “DNP” means *Departamento Nacional de Planeación*, the Borrower’s National Planning Department created by Law 19 of 1958 and regulated by Decree 2996 of 1968.
7. “ESMF”, or “Environmental and Social Management Framework” means the Borrower’s framework (*Análisis Ambiental y Social y Marco de Gestión Ambiental y Social; Programa de Fortalecimiento de la Gestión Catastral Multipropósito*) acceptable to the Bank, dated July 2017 and disclosed by the Borrower on September 14, 2017, and by the Bank on October 30, 2017, which contains, *inter alia*, the guidelines for the carrying out of environmental and social assessments and for the preparation and implementation of site-specific environmental management plans and social responsibility plans, as well as the environmental protection measures in respect of Part 3 of the Project, including measures that may impact archeologically or culturally significant resources; and for chance finding of cultural property and potential direct and indirect environmental impacts from the carrying out of said Parts of the Project, recommendation of mitigation measures for each negative impact identified, as well as measures for enhancing each identified positive impact, as said framework may be amended from time to time with the prior agreement of the Bank.
8. “Fiduciary Agent” means any financial services institution that, in accordance with the Borrower’s Presidential Decree No. 633 of 1993 (*Estatuto Orgánico del Sistema Financiero*), as amended to date, is authorized to perform fiduciary functions involving

public funds, to be selected by the Borrower, under terms and conditions satisfactory to the Bank, for entering into a Fiduciary Agent Agreement.

9. “Fiduciary Agent Agreement” means the agreement referred to in Section I.C of Schedule 2 to this Agreement pursuant to which the Borrower shall make the proceeds of the Loan available to the Fiduciary Agent for the implementation of Parts 1, 2 and 3 of the Project.
10. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing”, dated December 14, 2018.
11. “ICT” means information and communication technology.
12. “IGAC” means *Instituto Geográfico Agustín Codazzi*, the Geographic Institute Agustín Codazzi created by Law 14 of 1983 and regulated by Decree 2838 of 1991.
13. “Inter-institutional Agreement” means the agreement to be entered into among the Project Implementing Entities, pursuant to Section I.B. of Schedule 2 to this Agreement.
14. “IPP” or “Indigenous People Plan” means the Borrower’s plan (*Diseño y Formulación del Plan para Pueblos Indígenas y Grupos Étnicos Identificados en el Territorio Nacional: Comunidades Afro con Territorios Colectivos y Comunidades Indígenas en Resguardos; Plan para pueblos Indígenas y Grupos Étnicos, Proyecto Catastro Multipropósito*), dated July 2017 and disclosed by the Borrower on September 14, 2017, and by the Bank on October 30, 2017, detailing measures to mitigate any adverse impact on indigenous peoples as a result of any activity carried out under Part 3 of the Project and to ensure that they benefit from said Part of the Project.
15. “Land Tenure Formalization” means *Ordenamiento Social de la Propiedad Rural*, to be understood as defined and regulated under the Borrower’s Decree 2363 of 2015, Decree Law 902 of 2017 and ANT’s Resolution 740 of 2017.
16. “MU” or Management Unit means the unit referred to in Section I.A.1 (b) of Schedule 2 to this Agreement.
17. “NSDI” means the Borrower’s National Spatial Data Infrastructure (*Infraestructura Colombiana de Datos Espaciales, -ICDE*), which is a platform for the interoperability and sharing of geographic or spatial information and data sets through web-enabled technologies, within the Borrower’s territory, under IGAC’s responsibility.
18. “Operating Costs” means the incremental expenses incurred on account of Project implementation, including: office supplies, vehicles operation and maintenance cost, vehicle rental and fuel costs, maintenance of equipment, communication costs, office rental and moving expenses, utilities expenses, consumables, printing and publication costs, transport and accommodation, per diem and salaries of support staff working for the Project, and other miscellaneous costs directly associated with the Project as shall be agreed with the Bank.

19. “Operational Manual” means the Borrower’s manual (*Reglamento Operativo del Proyecto*) and referred to in Section I.D.1 of Schedule 2 to this Agreement, as the same may be amended from time to time with the agreement of the Bank.
20. “PCU” or Project Coordination Unit means the unit referred to in Section I.A.1 (a) of Schedule 2 to this Agreement.
21. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017.
22. “Project Implementing Entity” means either DNP, ANT, IGAC, SNR, collectively referred to as “Project Implementing Entities”.
23. “Project Steering Committee” means the committee set forth in Section I.A.1 (c) of Schedule 2 to this Agreement.
24. “Project Technical Committee” means the committee set forth in Section I.A.1 (d) of Schedule 2 to this Agreement.
25. “Resettlement” means the impact of an involuntary taking of land under the Project, which taking causes affected persons to have their: (i) standard of living adversely affected; or (ii) right, title or interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently; or (iii) access to productive assets adversely affected, temporarily or permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected, temporarily or permanently.
26. “RPF” or “Resettlement Process Framework” means the Borrower’s framework (*Colombia Proyecto de Catastro Multiproposito (P162594); Marco de Procedimiento para el Manejo de Restricciones relativas al acceso y uso de Recursos Naturales*) acceptable to the Bank, dated July 16, 2018, and disclosed by the Borrower on October 1<sup>st</sup>, 2018, and by the Bank on November 19, 2018, and outlining general implementation procedures, mitigation measures and monitoring procedures for Resettlement under Part 3 of the Project, including the procedures for the preparation and implementation of resettlement action plans, as said framework may be amended from time to time with the Bank’s prior approval.
27. “Selected Municipalities” means the municipalities selected by the Borrower to participate in the Project according to the criteria outlined in the Operational Manual.
28. “Signature Date” means the later of the dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to “the date of the Loan Agreement” in the General Conditions.
29. “SNC” means the Borrower’s National Cadastral Information System.

30. "SNR" means *Superintendencia de Notariado y Registro*, the Borrower's Superintendent of Notaries and Registries, created by Law Decree 3346 of 1959 and regulated by Decree 1298 of 1962.
31. "Training" means, in respect of category (1) in the table in Section III.A of Schedule 2 to the Agreement: expenses incurred for Project-related study tours, training courses, seminars, workshops and other training activities, not included under goods or service providers' contracts, including costs of training materials, space and equipment rental, travel, accommodation and *per diem* costs of trainees and trainers and trainers' fees, and other training related miscellaneous costs, all based on an annual budget agreed with the Bank.