

## 1. OBJECT

Establish the actions required for the development of involuntary Resettlement and Relocation of Social or Productive Units processes, as a consequence of the execution of Projects and / or by the Operation associated with the activity (s) of the Transportadora de Gas Internacional TGI SA ESP., (Hereinafter THE COMPANY), as well as the definition of obligations that **THE COMPANY** will assume in the face of the impacts generated during the process.

## 2. SCOPE

This manual applies to resettlement and relocation processes with individuals and / or social or productive units that arise during the execution of activities related to the projects, operation and / or maintenance of the ordinary business of THE COMPANY, which They derive from an obligation or an identified risk condition, through which the mobilization of the population is required and, therefore, some type of economic recognition, regardless of the date of its execution.

Those social units that have been established after the start of the Project or in areas where the infrastructure is already in operation, will not be subject to Resettlement or Compensation by THE COMPANY. However, for the infrastructure in operation, in the event of a supervening condition that forces the development of a resettlement due to a change in the Legislation and / or risk conditions, each case in particular will be analyzed, the action plan will be drawn up and presented. before the Sustainable Development Committee for the respective approval.

Note: This manual does not apply to eviction situations due to invasions or disturbances, which are governed by the provisions of procedure P-ASI-001.

## DEFINITION OF TERMS

- 2.1. Productive Activities:** Are those acts of production and / or commercialization of goods and services that a person performs in order to generate income within a specific property, with a minimum infrastructure for its operation, such as equipment or shelves.
- 2.2. Social Factors Recognition Agreement:** It is the document that is signed between THE COMPANY and the person in charge of the beneficiary social unit, based on the recommendation established in the socioeconomic diagnosis and once all the required documentary requirements have been met, in which The Parties agree on the obligations that they must fulfill in the development of the resettlement process, the integral value to be recognized and the form of payment subject to the commitment to allocate the resources delivered by THE COMPANY to the fulfillment of the specific purposes for which they are recognized is defined.
- 2.3. Assistance for Resettlement:** It is the support provided by THE COMPANY to people physically mobilized on the occasion or as a result of a Project, an Operation and / or maintenance activity. The assistance includes the accompaniment process for the acquisition of the new habitat, it can also include transportation costs, food supply, housing payment and other social services that are provided to people during their resettlement process. Assistance may also include cash grants to compensate people for the inconvenience associated with resettlement and in general defray the costs of the transition to a new place of residence, such as moving expenses and lost work days (duly justified) <sup>1</sup>.
- 2.4. Appraisal:** It is the estimate of the commercial value of a property or article reflected in monetary figures through an impartial technical opinion, through its physical characteristics, use, research and market analysis, taking into account the physical conditions and urban areas of the property.

- 2.5. Diagnosis of the Social Unit:** It is the activity carried out by the Subdirectorate of Social Management of THE COMPANY or whoever takes its place, aimed at determining the attributes of the members of the social units intervened on the occasion of the execution of the Project, of the Operation or the development of maintenance activities of THE COMPANY.
- 2.6. Compensation:** These are all the procedures and / or payment in money and / or kind to which the resettled persons with a Project, Operation and / or maintenance are entitled, as defined in the Resettlement Assistance Plan, built from the socioeconomic diagnosis endorsed by the third party validator (Support Group).
- 2.7. Right of Way (DDV):** It is the strip of land necessary for the installation of the COMPANY's infrastructure and / or for carrying out operations and maintenance, review, inspection and monitoring of said infrastructure. The right of way (ROW) provides the necessary protection to guarantee the normal development of gas transportation.
- 2.8. Socioeconomic Diagnosis:** It is the analysis product of the information registered in the Resident Social Unit File prepared by the Social Professional of THE COMPANY in which the particular analysis is carried out for each related Social Unit. In the diagnosis, the Economic Compensation Factors are established and the activities to be carried out for the Resettlement process are programmed subject to compliance with the general and particular conditions established for each case.
- 2.9. Disability:** It is the limitation of some physical or mental faculty that makes it impossible or hinders the normal development of a person's activity and that is determined and supported by a medical diagnosis. Such condition is supported by a certificate issued by the appropriate professional, duly authorized for this purpose.
- 2.10. Support Team:** It is the group of collaborators or third parties that will actively participate in the resettlement process, and whose main function is to validate the Resettlement Assistance Plan. It will be the responsibility of the Social Deputy Director or Sustainable Development Manager to activate the SUPPORT TEAM that is necessary.
- 2.11. Study of Titles:** It is the legal analysis carried out by the Directorate of Land Management of THE COMPANY on the legal background of a property in a given period of time, through the detailed study of the Certificate of Tradition and Freedom and all the documents that in it Are registered. The study of titles must include the analysis of all acts and contracts, such as judgments, offices, resolutions, deeds, among others. These studies will be prepared by the Directorate of Land Management of THE COMPANY.
- 2.12. Economic Compensation Factors:** Also called Social Factors, they correspond to the socioeconomic recognitions with a specific destination that are granted to the person in charge of the Social Unit to mitigate the Socioeconomic Impacts produced by a Project, Operation or maintenance of THE COMPANY, when the conditions and requirements established in the Resettlement Manual are met; These Factors are contemplated in the Agreement for the Recognition of Social Factors.

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<sup>1</sup> Involuntary Resettlement in projects, OP 712 GN-1979-3, July 1998.

- 2.13. Resident Social Unit File:** It is the document raised by THE COMPANY's Social Professional with which the social unit that is in a resettlement process is officially informed, in this a brief list of the members of the Social Unit is made. It is also the survey format that allows identifying the socio-economic characteristics of the Social or Productive Unit.
- 2.14. Empowered to sign:** It is the collaborator with the ability to sign agreements for the recognition of social factors according to the legal statutes of THE COMPANY, once the process of presentation, certification and approval of the Involuntary Resettlement Plan established in this Manual has been developed.
- 2.15. Social Professional:** It is the Professional responsible for the socioeconomic diagnosis of the Families, monitoring in all stages of the resettlement process and closing, once the conditions defined in the Resettlement Action Plan have been met. This role may be exercised by the Social Management Professional of THE COMPANY present in the Region or a third party, according to the need and scope of the Resettlement action plan for each Project, Operation and maintenance.
- 2.16. Socioeconomic Impact:** Corresponds to the alteration of the living conditions of the members of the social unit who reside or develop their productive activities on a property, due to the execution of a Project, Operation and maintenance of THE COMPANY. A Socioeconomic Impact generates or increases the vulnerability susceptible of application of Economic Compensation Factors, when it implies a decrease in the capacity of the Social Unit to face, assimilate or manage the alteration of the living conditions related to aspects such as the loss of the Housing, intervention of basic social services, suspension of productive activities, among others, according to the analysis of variables such as roots, management capacity, adaptability, total or partial intervention of income, among others. The Socio-Economic Impact is contemplated in the Socio-Economic Diagnosis.
- 2.17. Company infrastructure:** These are all the assets that THE COMPANY has, understood as gas pipelines, compression stations and other equipment and facilities that are currently in operation and maintenance throughout the national territory.
- 2.18. Property:** Understand as the space or terrain or the physical unit constituted by terrain, which may or may not have improvements. When ownership does not stop on the land, understand the notion of property limited to the improvements attached to it.
- 2.19. Improvement:** It constitutes one or more attributes permanently attached to the land and not susceptible to removal, which add value to it as a result of an anthropic intervention, among which are buildings, understood as covered constructions and structurally suitable for use as housing. (Eg, houses), commerce (eg, local), institutional (eg, schools), or industry (eg, warehouses). A building may be structurally suitable for one or more uses contemplated in the present definition.

Also considered improvements are pens, ponds, water storage tanks, deep wells, entrance gates, private roads, wire fences and wooden or concrete posts or stone fences superimposed or fixed with concrete, enclosure walls in stone or brick or link mesh, fences, irrigation systems with technical specifications, septic tanks, fish farm improvements, jagüeyes, garages or pig farms, stables, silos, mills, furnaces and / or any type of infrastructure work or additional construction attached to permanently to the property, as well as permanent, semi-permanent crops, plantations and temporary crops in the event that due to the effects of the work they cannot be harvested.

The value of non-inhabited improvements is considered within the commercial appraisal carried out by THE COMPANY's Land Management Directorate and which is regulated in the COMPANY's Land Management Manual, which is why they are not included in the settlement of Economic Compensation Factors of this Manual.

- 2.20. Mitigation:** These are actions aimed at substantially reducing the negative effects on the intervened communities due to the losses suffered as a result of a Project, Operation and / or maintenance, work or activity<sup>1</sup>.
- 2.21. Occupant:** It is the person who materially owns a vacant lot and over whom he performs acts of lord and owner. The Occupants of uncultivated lands for that reason alone, do not have the quality of possessors according to the Civil Code and against the adjudication by the State there is only a mere expectation.
- 2.22. Intervened population:** These are the people affected by their living conditions, by activities directly related to a Project, Operation and maintenance.
- 2.23. Recipient Population:** It is the population that resides in the sites destined to resettle the beneficiary Social Units.
- 2.24. Possessor:** It is the person who performs acts with the intention of lord and owner, without having the right of ownership. The owner is reputed to be the owner, while another person is not said to be.
- 2.25. Owner:** It is the person who holds the right of ownership of a property, allowing its use, enjoyment and disposition, proving for this purpose the title and the mode of acquisition and that for practical purposes appears registered in the real estate registration folio.
- 2.26. Projects:** These are all construction, expansion and expansion activities of THE COMPANY's gas transportation systems, as well as those required for maintenance and operation.
- 2.27. Definitive Resettlement:** It is the process of permanent and irreversible transfer of the Social Units intervened by the Project, Operation and maintenance of THE COMPANY.
- 2.28. Involuntary resettlement:** Resettlement is involuntary when it occurs without the informed consent of the mobilized persons or if they give their consent, without having the possibility of refusing to resettle. The Resettlement Process contemplates the relocation and reestablishment of the housing unit and the social, economic and cultural relations of the population with the new territory.
- 2.29. Temporary Resettlement:** It is the temporary transfer of the Social Units intervened by the Project, Operation and maintenance of THE COMPANY, which is delimited in time according to the need for the execution of the Project, Operation and maintenance.
- 2.30. Complaint or Claim:** It is the claim, the discomfort or the dissatisfaction that is presented because of a disagreement or a disagreement towards THE COMPANY, Project, Operation and maintenance, good or service. The claim does not constitute a complaint, what is sought is that the problem be solved quickly and directly between THE COMPANY and the Social Units.

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<sup>1</sup> Adapted Resettlement from Involuntary Resettlement in projects, OP 712 GN-1979-3, July 1998

- 2.31. Relocation:** It is the assignment of a new physical place for the settlement of the Social or productive Unit impacted by the Project, Operation and maintenance. Relocation applies to:
- Those Social Units that reside permanently in the House, but have another House where they intend to move and expressly decide to renounce Resettlement.
  - Those Social Units that occasionally reside in the House, since they have another physical place where they live permanently.
- 2.32. Holder:** He is the one who has or materially possesses a thing, recognizing the property of a third party from which his right derives
- 2.33. Territory:** It is the set of social, cultural, political, economic and environmental conditions created by human groups settled in specific geographic spaces.
- 2.34. Social Unit:** It is the Person or Persons who have a relationship of legal, physical or economic dependence in relation to a property, who live in it and have a life project in common, which may or may not be susceptible to recognition of Factors of Economic compensation. In a House you can find a nuclear family or an extended family and it is the duty of the Social Professional of THE COMPANY to make their identification and diagnosis through the Resident Social Unit File.
- The Social Unit is made up of the following: Productive Social Unit, Social Unit from Property Leasing and Resident Social Unit.
  - Employees who provide their support services to a Social Unit of those contemplated in this literal do not constitute a different Social Unit.
  - Depending on their tenure status in relation to the property, the person in charge of the Resident Social Unit may have one of the following conditions: Owner, possessor, holder, occupant.
- 2.35. Productive Social Unit:** Corresponds to the natural or legal person that permanently develops productive activities in the intervened property and / or in an improvement, understood as those related to the production and / or commercialization of income-generating goods and services, having a minimal infrastructure for its operation, such as equipment or racks<sup>1</sup>.
- 2.36. Social Unit from Property Leasing:** Corresponds to Owners and Possessors who, being residents or not, obtain income from the lease of part or all of the property for Housing and / or development of productive activities. In the case of the Occupants who lease the improvement intended for Housing of which they are owners, this Social Unit may apply only with respect to their Improvement, not on the Property.
- 2.37. Housing:** It is the physical place for the permanent residence of a person or several, for the satisfaction of basic needs such as accommodation and consumption of at least one (1) of the meals.

**2.37. Vulnerability:** refers to the disabling of people's rights, in a broader sense social vulnerability is when an individual or group of people are disabled in their rights, and therefore suffer not only social but also psychological consequences due to the action or omission of a third party <sup>1</sup>.

### 3. DEVELOPMENT OF ACTIVITIES

The Involuntary Resettlement or relocation Process will be carried out as the last measure after all the different possibilities for the relocation of the population have been evaluated. The Process is organized into four (4) different Stages, after a Preliminary Stage (Stage 0) and will have recognition of the Social Units that are necessary to resettle or relocate, as shown below:

#### 3.1 STAGE 0 - PRELIMINARY DIAGNOSIS

The Involuntary Resettlement and Relocation Process of the intervened population will be applied to the Social Units that are directly impacted by the Project, Operation and Maintenance of THE COMPANY and / or that are in a state of vulnerability, according to the diagnosis and the census. property partner that is carried out from the basic and detailed engineering, including the Environmental Impact Studies (EIA) and Environmental Management Plan (PMA) of the Project or activity. Specifically, it refers to the Social Units in the intervention area and which may have to be relocated to avoid risks to their personal safety, such information must be recorded in a list of social units.

For the infrastructure in Operation or object of maintenance, in case the dwellings that probably should be resettled have not been previously identified, the preliminary diagnosis will be in charge of the Social Management Professional of each District.

When Resettlement is identified due to a specific risk or particular condition due to a change in regulations or other supervening situation, the Resettlement Action Plan (PAR) (originated from the change in regulations / supervening situations) will be drawn up, in accordance with the provisions in section 4.3 of this Manual.

#### 3.1. STAGE 1 - INFORMATION AND DIAGNOSIS OF THE POPULATION.

##### 4.2.1. Information, communication and participation

Once the Social and productive Units to be resettled have been identified, meetings should be held with Local Authorities (Local Secretary, Municipal Representation and any other Office or Entity deemed necessary) to socialize the process and meetings with the intervened population directly or indirectly. for Resettlement, understanding these as the residents of the Homes, Owners, Possessors, Holders, Occupants and also users of services provided by schools, health centers, markets and community centers that need to be relocated.

The objective of the meetings is to make an initial approach to the population, publicize the possible involuntary resettlement with each of its stages, open spaces for participants to provide initial alternatives to the impacts that may arise, comments and objections on the part of the intervened population.

During this space, the communication channels that the population will have will be made known, including the mailbox for questions, complaints or claims that will be located in the Office of the Personería Municipal and will be initially attended by the Social Professional and supervised by the Municipal Representative or whoever takes his place, to be referred to the corresponding area and respond to each need.

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<sup>1</sup> The social, political and economic environment of disasters. Piers Blaikie, Terry Cannon, Ian Davis, Ben Wisner. First edition 1995. Colombia ISBN 958-601-664-1



It is important that the population subject to involuntary resettlement and relocations be assured that this process will respect and safeguard the rights of occupation and when carrying out the relocation measures will be taken to compensate the individuals intervened.

#### 4.2.2. Socioeconomic Diagnosis

The socioeconomic study will be carried out by the Social Professional or by a third party, who, through visit <sup>1</sup> to the Social and / or Productive Units with which the Resettlement process is going to start, must identify:

- **Demographic characteristics:** number of Social Units intervened, demographic profile by sex and age group, family units or persons temporarily absent, and incidence and prevalence of diseases.
- **Socio-economic information:** ethnic, linguistic and socio-economic diversity, land ownership, rental or other tenure systems, subsistence activities, employment and income profiles, educational level and access to basic services.
- **Regional and local organizations:** community organizations and mechanisms for formal and informal participation, presence and scope of Government Bodies and other official programs and Non-Government Bodies.
- **Expectations of the intervened population:** expectations regarding the Resettlement places, social and cultural obstacles to carry out the involuntary Resettlement (places of importance, culture, attachment to the place).
- **Inventory of land and housing:** Inventory of properties and personal assets intervened by the Project, Operation and maintenance, public or common spaces, infrastructure or other productive or social resources that will be lost, as well as the characteristics and age of the buildings.

The collection of information will be carried out with the completion of the following formats

- **Resident Social Unit File (F-ASI-208):** This file must be completed by the Social Professional or the third party through an interview. This instrument will allow to determine the initial situation of the individuals or social group and the Social Units; In addition, it will allow to demarcate a starting point of the established times for the application of the Compensation.
- **Productive Social Unit File (F-ASI-211):** When the exclusive existence of a productive Social Unit is established, this file must be filled out by the Social Professional or the third party. When the same Social Unit resides in the House and, in turn, develops productive activities on the premises, the file for the productive Social Unit and the resident Social Unit will be filled out simultaneously.
- **Family Composition Format (F-ASI-207):** This format is part of the “Resident Social Unit File (F-ASI-208)” and is the demographic diagnosis of the number of people listed in the aforementioned file.
- **Photographic Record Format (F-ASI-210):** This Annex is part of the “Resident Social Unit File (F-ASI-208)” and must contain the internal and external conditions of the property (characteristics of the rooms, bathrooms, kitchen and facade), productive activities in case of being inside the property and other conditions that are considered necessary to support said instrument. This form must be completed by the Social Professional or the third party in their respective documents.

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<sup>1</sup> As many visits as necessary will be made, until the forms to be filled out are completed.

- **Damage Inventory Technical Sheet Format (F-AJU-012):** It constitutes the information on current or potential damages associated with the Home, which must be completed by the Land Management Professional or whoever takes his place. A photographic record must be attached.
- **Supporting Documents:** It is considered necessary that the Social Professional or the third party request from the person in charge of the Social Unit documents that support the veracity of the information provided in the interviews, which will be annexed to the resident social unit file. In the event that the resident does not have the documents at the time of the interviews, they will have a delivery period of one (1) to thirty (30) days from the time of completion of the Resident and Productive Social Unit files. Those that at the end of this time are not provided by the Units subject to Resettlement, and are necessary for the study, will be procured directly by THE COMPANY whenever possible.
- **Format for Monitoring and closing the resettlement and relocation process (F-ASI-212):** It contains the information obtained during the visits to the new habitat site.

#### 4.2.3. Supplementary Documents

After the collection of primary information through the forms and verification of the information collected, three (3) additional documents will be prepared that will allow defining the condition of the property and the compensations that must be granted to the Social Unit.

#### Socio-Property Diagnosis

Based on the Social Files filled out with those in charge of the Social Units, an analysis will be carried out of the particular conditions found by each Social Unit that will provide a starting point for the recognitions that must be applied to the population to be resettled.

In the case of occupants with a high degree of vulnerability, it will be evaluated whether there is room for the application of other Compensation Factors other than the support for the restoration of Housing in accordance with the vulnerability matrix (F-ASI-213), which allow their involuntary resettlement. without taking into account the appraisal of the property.

- **Commercial Appraisal:** The Land Management Directorate will be in charge of making the commercial appraisal of the House to be demolished.
- **Study of titles:** It constitutes the legal information of the property where the House is located, which must be completed and delivered by the Directorate of Land Management.

#### ▪ Vulnerability Matrix (F-ASI-213).

The completion of this matrix will allow to know the degree of vulnerability of the individual or population group to be resettled, and together with the diagnosis it will contribute or determine the compensation measures to be applied in each case. This matrix will determine if there are special conditions that must be taken into account and require additional Compensation. This vulnerability matrix must be filled out by the Social Professional.

- **Definition of Homes to be resettled.**

Until this moment, each of the previous stages of the process will be applied to all Social or Productive Units that are identified as the object of Resettlement and the Compensation Factors that will be applied in each specific case will be determined, in accordance with the chapter 10 of this document.

#### 4.2.4. Identifications of expectations regarding Resettlement

After the analysis of the characteristics, impacts and compensation measures of each Unit, new meetings will be held with the individuals, Social or Productive Units to be resettled, in order to present the results found, provide feedback, collect expectations and identify what other possibilities exist in the face of Resettlement. This activity will be in charge of the Social Professional and the accompaniment of the Municipal Ombudsman will be managed as much as possible as guarantor of the rights of the people belonging to the Social or



Productive Unit, who, if they do not attend, will be formally informed. It should be made clear to the population to be resettled that the compensation measure will be arranged, which cannot mean the impoverishment of the family and must be aimed at maintaining their social and economic conditions.

These meetings will take into account the Vulnerability Matrix (F-ASI-213), which will provide a starting point for the economic recognition that is necessary. It is important to clarify that any comment or suggestion by those involved in Resettlement will be subject to a review and evaluation process by the support team. The information collected at this time will be included in the preliminary expectations or agreements identification form (F-ASI-209), clarifying that it is in its first moment and will not be final agreements for the Involuntary Resettlement Action Plan (PAR ).

### **3.2. STAGE 2- PREPARATION OF THE INVOLUNTARY RESETTLEMENT ACTION PLAN (PAR).**

#### **4.3.1. Preparation of the schedule and budget of the case.**

The TGI Social Professional or a third party will be in charge of drawing up the schedule of the activities necessary to carry out the Resettlement Action Plan, as well as their value. Likewise, they must budget for the total cost of the Socioeconomic Compensation Factors that must be recognized from the diagnoses made and from the meetings with the individuals to be resettled. In relation to the schedule, it is the responsibility of the Social Professional to prepare it and arrange with the assigned Professional of the Land Management Directorate, the times in which he will deliver the inputs of competence of the Land Management Directorate (commercial appraisal and study of titles) and with those other Managements or dependencies of THE COMPANY that are considered necessary.

#### **4.3.2. Presentation to the Project Manager and Operation Manager.**

The schedule of activities and budget must be supported by the Project / Operation and Maintenance Manager, or whoever he or she designates. Once the review has been carried out, the Project / Operation and Maintenance Manager must issue the necessary observations, if applicable, and approve it. When there are observations, the necessary adjustments must be made within five (5) days. The presentation to the Project, Operation and Maintenance Manager will be in charge of the Deputy Director of Social Management, after validation by the SUPPORT TEAM.

If a recommendation of higher values than those established in this Manual is required, the Social Deputy Director must present the case to the SUSTAINABLE DEVELOPMENT COMMITTEE.

#### **4.3.3. Approval of the schedule and budget of Compensation Factors.**

After the necessary review by the Project / Operation and Maintenance Manager, he will proceed to approve the activities and budget, to start the Resettlement Process and the approval will be recorded in the meeting minutes.

### 3.3. STAGE 3 -

#### RESETTLEMENT ASSISTANCE - CONCERTATION, DISCLOSURE AND IMPLEMENTATION OF THE INVOLUNTARY RESETTLEMENT ACTION PLAN (PAR).

##### 4.4.1. Information to the individual or population group about the Resettlement process.

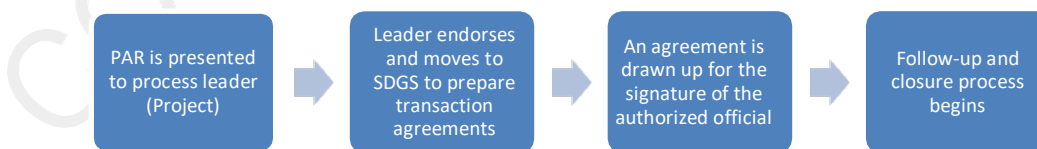
Once THE COMPANY has defined the Involuntary Resettlement Action Plan (PAR), the Social Professional must inform the person (s) of the economic and social decisions that were taken. To do this, it is necessary to explain: Socio-economic compensation factors and time that the transfer will take. Likewise, you must inform about your rights in relation to the Transfer Process.

##### 4.4.2. Signing of the Agreement for the Recognition of Social Factors..

It is the document that defines the agreement of the Compensation Factors to be recognized, the schedule to be executed, the responsibilities defined by THE COMPANY and the agreements entered into with the population to be resettled, where possible the corresponding Municipal Representation will participate. This document must also include at least the following commitments by the person in charge of the Social Unit:

- Carry out their transfer on the agreed date and / or suspend the productive activity on a voluntary basis, in addition to not relocating in areas required for the execution of this or another Project / Operation and maintenance of THE COMPANY.
- Allocate the Compensation resources for the benefit of the individual, the Social Unit that will receive it.
- Take the necessary steps to achieve the satisfaction of the purposes of each Compensation, provide the necessary documents and information, in addition to facilitating the visits that are required by the professionals of THE COMPANY for the verification and monitoring of the Resettlement Process .

During the completion of these agreements, the form for identifying expectations and agreements will be completed, which will be presented as a support for said process and must have the participation and signature of the head of the household, representative of the Social or productive Unit to be resettled, of the Social Professional and the Municipal Representative or whoever acts in his place (in the cases that is feasible). In the event that such participation is not possible, THE COMPANY will formally inform the agreements signed to the Municipal Ombudsman.



**Responsible parties:** Signature of the transaction contract with the agreement of social factors by the official authorized to sign as follows:

Vice President of Construction: PAR derived from Projects.

Vice President of Operations: PAR derived from risk conditions due to operation or maintenance activities in charge of the area.

President: Exceptional cases.

**Documents:** Expectations and Agreements Identification Format (agreements).

- These final agreements will be reflected in the expectations or agreements identification format (F-ASI-209), clarifying at what point in the process it is.

#### **4.4.3. Implementation of the Involuntary Resettlement Action Plan (PAR)**

Prior agreement with the individuals and / or the population that is the object of the Resettlement process, the implementation of the Involuntary Resettlement Action Plan must begin with the search for the new Home (new or used) that has decent conditions for habitability, having taken into account the conditions derived from the socio-property diagnosis, among them the socio-economic compensation factors. Said search is the responsibility of the Social Unit to be resettled, however, the Subdirectorate of Social Management may propose Housing alternatives.

Once the Resettlement Action Plan (PAR) has been approved and the necessary agreements are formalized, the following steps will be carried out:

##### **Home Acquisition**

The process of acquiring the Housing chosen by the individuals and / or population object of the Resettlement will begin. The Social Management Sub-Directorate must inform the Social Unit of the step-by-step process, responsibilities, requirements and conditions associated with the acquisition of the new Home.

##### **Procurement of the new hábitat**

In accordance with the studies and agreement with the Social Unit, the acquisition or construction of the new home will be accompanied, with or without acquisition of land as required, in favor of the Social Unit to be resettled, in any case the one responsible for acquiring the new home is the Social Unit.

##### **Construction of a new home on the same property.**

The Social Unit will process the construction licenses, necessary permits and legal procedures for your new home. The person in charge of the accompaniment will be the Sub-Directorate of Social Management and will have the support of professionals from the Project Management / Operation and Maintenance and the Directorate of Land Management.

##### **▪ Construction of a Home on another property.**

If Involuntary Resettlement is necessary in a property other than the location of the home, the Social Unit will be responsible for identifying and defining the location of its new habitat, for which it must advance the management of construction licenses, necessary permits and legal procedures. On the part of the Social Management Sub-Directorate, and based on the socioeconomic diagnosis, the applicable compensation factors will be defined within the resettlement care plan prepared by the SUPPORT TEAM.

For new constructions, whether on the same property or on another, the payments will be defined in the social factors agreement, as follows:

- First payment: 70% of the total value of the social factors agreement, 30 business days after the agreement is signed.
- Second payment: 20% of the total value of the social factors agreement, once the family has vacated the home and the new home has the minimum habitability conditions.
- Final payment: 10% of the total value of the social factors agreement, once the completion of the new home can be verified by the Social Professional in a percentage close to 90%

The follow-up visits and progress of the process will be in charge of the Subdirectorate of Social Management, who must carry out the accompaniment until the resettlement process is completed

#### 4.4.3.1. Mobilization

Once the new habitat is fully available, the necessary accompaniment will be made to the Social and Productive Unit to be resettled for its mobilization there, a task that will be in charge of the Social Professional, seeking the accompaniment of the Municipal Representative (or whoever acts in his stead). It should be noted that the Social Unit will be notified of the Resettlement Process once the social factors agreement is signed and will have a maximum of three (3) months to evict the home.

#### 4.4.3.2. Demolition

Once the mobilization of the Social Unit to be resettled has been completed, the Project Management / Operation and Maintenance (or whoever takes its place), will take charge of the demolition of the home that was the object of relocation.

#### 4.4.3.3. Accompaniment

From this moment it will be necessary for the SUPPORT TEAM to provide accompaniment to the individual and / or the population intervened with Involuntary Resettlement from four lines described in the RACI matrix (F-ASI-214).

##### 4.4.3.3.1. Physical

**THE COMPANY** will fully monitor the process of acquiring the home and resettlement of the Social Unit with all the legal characteristics instituted and that it is in the necessary habitability conditions, with its respective spaces, physical - technical conditions and adequate construction standards. Similarly, the Sub-Directorate of Social Management, with the support of the areas involved, will make recommendations so that the Social Unit is reinstated in the best possible condition, from the legal, technical and socio-environmental point of view.

##### 4.4.3.3.2. Social

**The Sustainable Development Management** will accompany the individuals, family units or social actors that will be resettled, not only for the process of leaving their habitat, or eviction from their work space, but also to support the process of arrival and adaptation to their new settlement. On the other hand, the monitoring and restoration of social networks will be carried out, linking to social services that must be guaranteed due to the transfer (health, education, recreation) and the restoration of rights resulting from any socio-economic impact that has been identified in the vulnerability matrix (F-ASI-213).

In the same way, support will be provided by the Social Professional or whoever takes his place, to ensure the connection of individuals to new social and / or community organizations in the new habitat, in those cases where social networks or roots to the territory of the mobilized population are intervened or, in general, when deemed necessary.

##### 4.4.3.3.3. Económica

The **Sustainable Development Management** will accompany and give advice for the reestablishment of productive activities in the new settlement place based on the potentialities of the individuals or social group or Social Units. In the event that economic activities cannot be accessed immediately, the compensation factor Minimum Economic Unit (UMV) will be applied temporarily, for up to a maximum period of three months, time in which said activity must have been re-established. In the event that there is a total breakdown of economic activity, the Social Compensation Factor, described in chapter 10 of this manual, will be applied, which refers to a productive project that will allow the resettled family to reestablish economic conditions.

##### 4.4.3.3.4. Legal

**The Sustainable Development Management** will advise individuals of the Social or productive Units in the process of acquiring the new Home. The Sub-Directorate of Social Management will be

the person responsible for requesting a professional from the Land Management Directorate for such accompaniment.

It should be noted that, during the transfer and reinstallation in the new habitat, it is necessary to ensure the presence of the Municipal Representative or whoever acts as guarantor of the good treatment of the population to be resettled, if such participation is not possible, a report will be filed with the traceability of the entire process from the information stage to the final closure of the resettlement.

#### **4.5. STAGE 4 - MONITORING AND CLOSING OF RESETTLEMENT**

Once the individuals and / or social group are located in the new place of residence, the social support will continue until the rights are considered restored or the impacts fully compensated for a maximum period of two (2) years. On the other hand, follow-up visits will be carried out in order to verify the adaptation of the beneficiaries of Involuntary Resettlement to their new habitat.

##### **4.5.1. Follow-up visits**

Starting the Process, a minimum of three (3) visits will be made, once the Resettlement has been carried out, one (1) semi-annual visit must be made for up to (2) years. Each visit must be accompanied by the Follow-up Form and closure of the resettlement and relocation process, which will be filled out by the Social Professional and must reflect the effectiveness of the Resettlement, the disbursement of payments for economic recognition, rehabilitation activities, restoration income, development activities and the process of cultural adaptation and reconstruction of social networks in the new habitat, in addition to the effects of the accompaniments or advice provided by the Professionals of the Sustainable Development Management. the accompaniment of the Municipal Ombudsman during this stage of the Process, as overseer of each follow-up, in any case the reports of each visit to that entity will be filed.

If during the visit situations are evident that demonstrate the deterioration of the quality of life of the resettled population, the Social Professional must report to the Sustainable Development Management, and this to the SUPPORT TEAM, (or whoever acts in its place), said situation to take the necessary corrective measures.

##### **4.5.2. Final report and case closure.**

At the end of the follow-up visits and depending on the particular schedule of each case, one (1) follow-up will be carried out in order to review what commitments are pending, to comply with and close them. Subsequently, it will be reviewed whether the provisions of the Resettlement Action Plan (PAR) established for each case and the reestablishment of livelihoods were fulfilled. With this, the case can be closed with a Final Report that gives an account of what has been done with the agreement and signature of the Resettlement beneficiaries. This activity will be in charge of the social professional who in turn will file and socialize the corresponding Municipal Representation.

#### **4.6. EXCEPTIONAL SITUATIONS.**

##### **4.6.1. Temporary relocation.**

Temporary relocation will be considered under the following conditions:

##### **4.6.1.1. Relocation due to imminent risk or measure required by the competent authority**

In this case, the information and consultation process will be carried out with the Social Unit who, together with the Social Management Sub-Directorate, will look for alternative rooms based on the socioeconomic diagnosis prepared by the Social Professional. Initially, a maximum period of six (6) months is established for temporary relocation, during which time it is estimated that the competent authority determines whether a definitive resettlement is appropriate or indicates that the conditions that caused the temporary relocation no longer persist.



#### **4.6.1.2. Relocation due to imminent start of construction**

If the imminent start of construction occurs due to the need of THE COMPANY, before the family completes the acquisition or construction of the new home, a temporary relocation will be offered in order to dispose of the Home in advance, in this case the Lease factor for a maximum period of three (3) months, time in which the Social Unit will be taken for its definitive resettlement.

#### **4.6.1.3. Temporary relocation to minimize inconvenience**

For those Homes that are not considered in the Definitive Resettlement process, but that due to their proximity to the area where the construction process is being carried out could generate some kind of discomfort and even risk to the health of the families present there, it will be proposed to these a temporary relocation, which will be established according to the time of intervention of THE COMPANY in the sector and will be extendable until construction activities persist in the area.

The Socioeconomic Compensation Factors recognized for the Social Units included in the Temporary Relocation process do not include payments for the physical damage to assets that may be caused during the execution of the construction works.

For its evaluation and follow-up, neighborhood acts will be drawn up according to the methodology established in the PMA social compensation file. This activity will be in charge of the Project / Operation and Maintenance Management or whoever it designates. The minutes will be reviewed and validated by the Social Professional of the Audit Office or the Sub-directorate of Social Management, as applicable.

In any case, compensation will be understood to be recognized only when the Social Unit manifestly accepts the value of the compensation and payment conditions through a transaction contract with the agreement of social factors.

In these cases, the Transfer Factor will be applied for the required time, up to one (1) Transfer Factor.

#### **4.6.2. NO HOUSING ACQUISITION**

Once the need for intervention by the Housing and the Resettlement Process has been informed, situations may arise where the family refuses to acquire or buy a new Home, this because they have another property to advance their relocation. To this end, verification of the existence of said property will be made and through the socioeconomic diagnosis, the accompanying and applicable compensation measures will be established to comply with the obligation to reestablish the social and economic conditions of the family.

In this case, an express withdrawal document must be signed for the Resettlement established in this Manual, which exempts THE COMPANY from any responsibility derived from said decision by the Social Unit; It is understood that the obligation to effectively reestablish their social networks is intrinsic in the sovereign decision of each Social Unit.

The following steps should be developed:

- Verification of the other home where the relocation would take place.
- Signature of the document of withdrawal of resettlement proposed by THE COMPANY (if possible in the company of a guarantor, who may be the municipal authority).
- Signing of a transaction contract for social factors.
- Follow-up and closure after definitive relocation.

For these cases, the Minimum Housing Unit factor may be excluded if the dwelling where the resettlement will take place is in higher habitability conditions than the dwelling intervened by the construction process.

In the event that the Municipal Ombudsman does not participate in the establishment of the agreement between THE COMPANY and the family, it will be formally filed with said entity.

#### **4.6.3. NEGOTIATION OF NON-INHABITED HOUSING**

For non-inhabited constructions and annexes (uninhabited houses, arches, garages, sheds, etc.), which should be demolished as a result of the Project / Operation and maintenance, they must be paid at the commercial value as a result of the commercial appraisal carried out by the Management Department. Land (procedure regulated in the Land Manual). Once the respective damage agreement has been established, the Project Management / Operation and Maintenance will proceed with the demolition. In any case, the owner of said improvements will have the possibility to take advantage of and reuse the materials outside the area of influence, informing them during the negotiation stage.

THE COMPANY will have a special attention mechanism in territories with special considerations such as: groups, peasant reserves, ethnic territories or with the presence of ethnic groups or land restitution

#### **4.7. SOCIO-ECONOMIC COMPENSATION FACTORS**

Taking as a reference the latest pronouncements of the Environmental Licensing Authority (ANLA) and specifically Resolution 814 of August 4, 2016, in which it is imposed that<sup>1</sup>:

*“The COMPANY must carry out a Resettlement process adhering to the standards established in the Involuntary Resettlement Policy 4.12 of the World Bank and the Resettlement Policy OP 710 of the Inter-American Development Bank, IDB, always ensuring that the living conditions of the population cannot be deteriorated”, ....., the financial compensation of THE COMPANY will have the following Processes:*

#### **4.8. SOCIO-ECONOMIC COMPENSATION PROCESS**

In general, all the intervened Social Units will have a significant negative impact on the generation of income, either because some productive activity is relocated, there is a change in access to the workplace or because the new Housing does not make it possible to continue developing an economic activity inside. In all cases, it is necessary to prevent Involuntary Resettlement from generating an increase in living costs, a decrease in income, and in no way its impoverishment, for this reason and considering the different aspects related to this process, a series of factors are established. compensation.

The criteria to be a beneficiary of the Socioeconomic Compensation Process will be the following:

- a. Be a Resident Social Unit.
- b. Be a Productive Social Unit.
- c. Being a Social Unit from the Leasing of Properties.

#### **4.8.1. CALCULATION OF ECONOMIC COMPENSATION**

The calculation of the Socioeconomic Compensation for Definitive Involuntary Resettlement consists of applying the nine (9) Compensation Factors that are listed below. In any case, the maximum Compensation will be the sum of the value corresponding to the Minimum Housing Unit plus all Compensation Factors to be taken into account as will be observed below. However, this value may vary according to the Factors that apply specifically to each Social Unit, considering its level of vulnerability and the support that said Compensation proves:

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<sup>1</sup> Resol. ANLA N ° 814 of 2016: The environmental license granted to TGI for the project “Gasoducto de Occidente and 47 distribution branches located in the departments of Tolima, Caldas, Risaralda, Quindío and Valle del Cauca is modified, which authorizes the construction and operation and maintenance of the Loop Ramal de Armenia.

$$CE = UMV + TDO + TDOA + TME + UME + HTO + VPPD + VPAM + FCS$$

Where:

- **CE: Economic Compensation.**
- **UMV: Minimum Housing Unit Factor.**
- **TDO: Transfer Factor.**
- **TDOA: Lease Transfer Factor.**
- **TME: Processing Factor.**
- **UME: Minimum Economic Unit Factor.**
- **HTO: Overcrowding Factor.**
- **VPPD: Vulnerability Factor of the Disabled Person Population.**
- **VPAM: Vulnerability Factor of the Elderly Population.**
- **FCS: Social Compensation Factor**

In the event that the Social Units do not require to be permanently Resettled, THE COMPANY, through the SUPPORT TEAM, will analyze each case and recommend temporary actions only during the construction phase of the project.

For the calculation of the Economic Compensation for Temporary Involuntary Resettlement, the Subdirector of Social Management of THE COMPANY will apply only the Transfer Factors and Lease Transfer as observed below:

$$CE = TDO + TDOA$$

Where:

CE: Economic Compensation. TDO: Transfer Factor.

TDOA: Lease Transfer Factor.

The Temporary Involuntary Resettlement may not exceed the execution of THE COMPANY's project in the specific area of intervention where the Temporary Relocation should have taken place and in no case may it be indefinite in time.

#### **4.8.1.1. Economic Compensation in Relation to Housing**

**MINIMUM HOUSING UNIT FACTOR (UMV):** Resident Social Units that have ownership of the property and / or improvement required for the Project / Operation and maintenance will be recognized, and this will be paid only to the Owner of the property and / or improvement. For the recognition of this Factor, property documents that prove this condition will be requested, or an extra-judgment declaration when there is no ownership of the property. The sole purpose of the Minimum Housing Unit Factor is to guarantee the acquisition or construction of a House that provides decent living conditions for the Social Unit, object of resettlement. For the settlement of the Minimum Housing Unit, it will be done as follows:

- The Type I Housing factor:  $50\% VIS + CV = UMV$ .
- Type II Home:  $40\% VIS + CV = UMV$ .
- Type III Home:  $30\% VIS + CV = UMV$

Where:

- VIS: Social Interest Housing
- VC: Comercial Value of Inhabited Housing
- UMV: Minimum Housing Unit

#### TIPOLOGÍA DE VIVIENDA:

- Type I Homes:** Constructions for residential purposes, built from minimum technical specifications and with low-quality materials (bareque, recyclable wood, waste materials and mats).
- Type II Homes:** Corresponds to masonry or prefabricated houses.
- Type III Homes:** Corresponds to houses of up to two levels with good construction quality, with structure.

In the event that there are Improvement Owners (possessor) in the Homes to be relocated and the above has been fulfilled, the Factor is settled as follows: if the value of the Improvements exceeds the value of the Social Interest Housing, the Compensation value it will be equal to the value of said Improvements. On the contrary, if the value of the Improvements is lower than the value of the Social Interest Housing, the following formula will be applied:

- 0 to 5 years:  $15\% \text{ VIS} + \text{VC} = \text{UMV}$ .
- 5 years to 10 years:  $25\% \text{ VIS} + \text{VC} = \text{UMV}$
- More than 10 years:  $40\% \text{ VIS} + \text{VC} =$ .

Dónde:

- VIS: Vivienda de Interés Social.
- VC: Valor Comercial.
- UMV: Unidad Mínima de Vivienda.

Cabe señalar que factor de Unidad Mínima de Vivienda se aplicará para completar un valor máximo de una Vivienda de Interés Social, que permita la habitabilidad en condiciones dignas por tanto una vez aplicado el factor y alcanzado el valor de VIS, el valor restante se podrá usar como mecanismo de concertación con la Unidad Social. Es así como, este Factor se exige de reconocimiento bajo las siguientes condiciones:

- Si la Vivienda supera el valor de Vivienda de Interés Social VIS, únicamente se reconocerá el Valor Comercial y los Factores aplicables de Compensación, según el diagnóstico socioeconómico.
- De acuerdo con lo indicado en las situaciones excepcionales del presente documento (pág. 29), si la familia renuncia a la adquisición de nueva vivienda, por contar con una Vivienda adecuada para reubicarse.

#### 4.8.1.2. Compensación Socioeconómica en Relación con la Unidad Social

Para el cálculo de la compensación socioeconómica (CE) se tendrán en cuenta los siguientes Factores:

**FACTOR DE TRASLADO (TDO):** Compensación que se reconoce por los gastos de mudanza, puede presentarse para Propietarios, Poseedores y Tenedores.

- Equivalente a: Dos (2) salarios mínimos mensuales legales vigentes (SMMLV).

CE= UMV+TDO.

**FACTOR DE TRASLADO - ARRENDAMIENTO: (TDOA)**, Compensación que se reconoce por los gastos de arrendamiento en caso de ser necesario. Puede presentarse para Propietarios, Poseedores y Tenedores y se reconocerá en los casos en que se requiera reubicar de forma temporal al grupo familiar (caso en el cual se reconocerá por el tiempo total de duración de la obra en el sector donde se está haciendo la intervención). Para el caso de reubicación definitiva corresponderá al tiempo requerido por los Propietarios / Tenedores / Poseedores para que puedan ubicar una nueva Vivienda o realicen la construcción de esta.

- Equivalente a: Hasta dos (2) salarios mínimos mensuales legales vigentes. CE=UMV+TDO.

Este valor corresponderá al canon de arrendamiento mensual debidamente soportado, por contrato.

**FACTOR POR TRÁMITE (TME)**: Corresponde al reconocimiento que se hace a los Propietarios identificados en el censo predial, que deban reubicarse en otro predio por lo cual deban incurrir en gastos de escrituración y registro.

- Equivalente a: Dos (2) salarios mínimos mensuales legales vigentes, el pago se realizará con soportes expedidos por autoridades competentes.

CE=UMV+TDO+TME

El valor de escrituración del predio se sustentará con la Legislación Nacional Vigente según el organismo competente. De requerirse gastos por concepto de movilización para esta gestión, se calculará según referencias de transportadores de la zona.

**FACTOR DE UNIDAD MÍNIMA ECONÓMICA (UME)**: Este factor de compensación tiene como propósito mitigar el impacto por vulnerabilidad económica, el cual se reconoce por la suspensión temporal o definitiva de la actividad económica en el predio intervenido o suspensión o ruptura de los ingresos generados por el proceso de reasentamiento. El reconocimiento se efectuará así:

**Establecimientos de comercio formales**: Entendidos como aquellos que presentan licencia de funcionamiento registrada ante la Alcaldía o Cámara de Comercio por lo menos con un año de antelación al levantamiento de la ficha socioeconómica predial y un conjunto físico de bienes organizados con los cuales se desarrolla una actividad económica, (local, estantería, avisos, contabilidad), en cuyo caso el reconocimiento será:

- En mensualidades de hasta dos (2) SMMLV hasta por un periodo de seis (6) meses.

CE=UMV+TDO+UME

**Establecimientos informales**: Entendidos como aquellos que no se encuentren inscritos ante la Alcaldía o Cámara de Comercio, pero cuentan con una infraestructura mínima, en cuyo caso el reconocimiento será:

- Hasta un (1) SMMLV por un periodo menor o igual de seis (6) meses. No aplica la UME para los casos en que la actividad económica consista en venta informal de productos a domicilio o cuando la actividad económica, se continúe desarrollando en medio del proceso constructivo.

**Actividad económica regular susceptible de suspensión o ruptura**: Entendida como aquella que no es propiamente una actividad económica relacionada con el predio, pero está relacionada con la subsistencia familiar y puede verse interrumpida parcial o totalmente por el proceso de reasentamiento, factor que se reconocerá así:

- Mensualmente hasta un (1) SMMLV por un periodo menor o igual de seis (6) meses. Este factor debe estar debidamente sustentado en el diagnóstico socioeconómico y la unidad social deberá soportar a



través de factura de establecimiento de comercio, donde la destinación del dinero sea exclusivamente para compra de víveres y alimentos.

**FACTOR DE HACINAMIENTO (F-HTO):** Relación existente entre el número de personas que integran la Unidad Social que habitan permanentemente la Vivienda. Según la consideración del DANE, las Viviendas consideradas con hacinamiento son aquellas que cuentan con más de tres (3) personas por dormitorio (excluyendo cocina, baño y garaje) se excluyen aquellas viviendas que no cuentan con dormitorios, para el caso de una vivienda rural que no cuente con paredes y en la que habiten varias personas, el equipo de apoyo validará pertinencia de este reconocimiento.

- Se reconoce este Factor por una única vez, previa verificación y validación del Profesional Social, quien deberá incluir este aspecto en el informe como soporte para liquidar este factor, la familia tendrá que soportar con los documentos de identidad de los residentes de dicha Vivienda y declaración extra-juicio.
- Será equivalente a dos (2) salarios mínimos legales vigentes.  $CE=UMV+TDO+F-HTO$

**FACTOR DE VULNERABILIDAD DE LA POBLACIÓN (FVP):** Compensación que se reconoce en los casos en que dentro de la familia se encuentren personas en condiciones de discapacidad física o psíquica o personas mayores de setenta (70) años y requieran una atención especial exponiendo a la Unidad Social a romper sus redes de apoyo y cotidianidad, este reconocimiento se hará por una única vez por cada miembro de la unidad social que acredite esta condición.

Factor de Vulnerabilidad de Población Persona Discapacitada. (FVPD)

- Equivalente hasta dos (2) SMMLV para personas con discapacidad física o psiquiátrica condición que deberá quedar registrada en el diagnóstico socioeconómico y soportada a través de certificación médica especializada.

Factor de Vulnerabilidad de Población Adulto Mayor. (FVPAM)

- Equivalente hasta dos (2) SMMLV para personas mayores de setenta (70) años, condición que deberá quedar registrada en el diagnóstico socioeconómico y quienes tendrán que soportar su condición con su documento de identidad.

$$CE=UMV+TDO+VPP$$

Un miembro de la unidad social puede cumplir con ambas condiciones de discapacidad y adultez mayor por lo cual se hará cada uno de estos reconocimientos.

**FACTOR DE COMPENSACIÓN SOCIAL Y ASEGURAMIENTO: (FCSA)** Compensación para la prevención y mitigación de los impactos generados por la reubicación definitiva, de modo que se reduzca la vulnerabilidad económica a la cual se encuentra expuesto, como ruptura total de actividad económica o pérdida de ingresos.

- Equivalente a dos (2) SMMLV.

Este factor solo se aplicará en los casos en que se establezca una ruptura total de la actividad económica o pérdida de ingresos a causa del reasentamiento (materialización de la vulnerabilidad económica) lo cual no necesariamente está asociada al predio a intervenir por el proyecto / operación y mantenimiento, este reconocimiento será por una única vez y tendrá como propósito implementar un proyecto productivo con la unidad social que le permita restablecer sus condiciones económicas.

**VIVIENDAS EN MONITOREO:** En el caso de los habitantes de Viviendas que se encuentran en gran cercanía al DDV, pero que se estima mediante concepto técnico previo a la construcción que no se requiere reubicar, se les facilitarán los medios para desocuparlas temporalmente durante la Fase Constructiva para reducir los riesgos y molestias sobre las personas. En estos casos se aplicará el Factor de Traslado por el tiempo requerido, hasta por dos (2) Factores de Traslado.

#### **4. CONTROLES OPERACIONALES**

##### **4.1. Controles Operacionales Seguridad y Salud en el Trabajo**

No Aplica

##### **4.2. Controles Operacionales Ambientales**

No Aplica

#### **5. ANEXOS**

N.A