



JOINT DECLARATION

Between

THE MINISTRY OF ENVIRONMENT AND SUSTAINABLE DEVELOPMENT OF THE REPUBLIC OF COLOMBIA, PARQUES NACIONALES NATURALES DE COLOMBIA (NATIONAL NATURAL PARKS OF COLOMBIA)

FONDO PARA LA BIODIVERSIDAD Y ÁREAS PROTEGIDAS PATRIMONIO NATURAL (FUND FOR BIODIVERSITY AND NATURAL HERITAGE PROTECTED AREAS),

WORLD WILDLIFE FUND -COLOMBIA- (WWF Colombia),

WILDLIFE CONSERVATION SOCIETY (WCS),

CONSERVATION INTERNATIONAL (CI),

WORLD WILDLIFE FUND, INC (WWF-US),

GORDON E. AND BETTY I. MOORE FOUNDATION,

THE NATURE CONSERVANCY (TNC),

ANDES AMAZON FUND.

Among the undersigned, **CARLOS EDUARDO CORREA ESCAF**, identified with citizen's identification card number 78.713.172, who in his capacity as Minister of Environment and Sustainable Development, as stated in Decree No. 1325 of October 3, 2020, acts on behalf of the **MINISTRY OF ENVIRONMENT AND SUSTAINABLE DEVELOPMENT**, onwards **MINAMBIENTE**, **PEDRO ORLANDO MOLANO PÉREZ**, of legal age, identified with the citizen's identification card number 79,530,176, in his capacity as Director General of **PARQUES NACIONALES NATURALES DE COLOMBIA**, Special Administrative Unit of the National Order, without legal status, with administrative and financial autonomy with jurisdiction throughout the National Territory, as stated in Resolution No. 1320 of December 22, 2020, hereinafter PNNC; **AILEEN LEE** identified with United States passport No. 664829351 in her capacity as Head of Programs, on behalf of **GORDON E. AND BETTY I. MOORE FOUNDATION**, who is hereinafter referred to as **THE MOORE FOUNDATION**; **FRANCISCO ALBERTO GALÁN SARMIENTO**, identified with citizen's identification card number 19,260,400, in his capacity as Executive Director of the **FUND FOR BIODIVERSITY AND PROTECTED AREAS – NATURAL HERITAGE**; **CARTER ROBERTS** identified with passport of the United States of America No. 530960640 as the Legal Representative of the **WORLD WILDLIFE FUND, INC (WWF)**, onwards **WWF-US**, a non-profit entity, organized under the laws of the State of Delaware, United States of America, and established in Colombia through Public Deed number 3903 of August 28, 1995 of Notary 13 of the Cali Circuit; **SANDRA VALENZUELA NARVÁEZ**, identified with citizen's identification card No. 52,145,466, who acts as Legal Representative of the **WORLD WILDLIFE FUND COLOMBIA – WWF Colombia, (WWF COLOMBIA)**, a non-profit entity, organized under the laws of the Republic of Colombia, and established in Colombia in the Chamber of Commerce of the Bogotá circle on May 17, 2019 under the number 00317933, identified with TIN. 901285046-1; **CATALINA GUTIÉRREZ CHACÓN**, of legal age and a resident of the city of Cali, identified with the citizen's identification card number 31.577.549, who acts in her capacity as Legal Representative in Colombia of **WILDLIFE CONSERVATION SOCIETY (WCS)**; **FABIO ALBERTO ARJONA HINCAPIÉ**, identified with citizen's identification card number 6,876,598, who acts as general attorney in Colombia for **CONSERVATION INTERNATIONAL FOUNDATION (CI)**, non-profit foreign entity, identified with TIN No 830041970-6



with permanent business duly established in Colombia, **ENRIQUE ORTIZ**, identified with passport of the United States of America No. 567105318, in his capacity of Senior Programs Director of the **ANDES AMAZON FUND (AAF)**, **CLAUDIA VÁSQUEZ MARAZZANI**, identified with citizen's identification card No. 52580937 issued in Bogotá D.C., who acts in his/her capacity as Legal Representative of **THE NATURE CONSERVANCY (TNC)**, entities that together with the **MINAMBIENTE** and **PNN** are hereinafter referred to as the "**PARTIES**", agree to sign this Joint Declaration.

For the purposes of this Declaration and of the Herencia Colombia Program, the following definitions shall be considered:

- A. Partners:** All natural or legal persons, aiming to remain in HECO, who contribute resources and key knowledge for the strategic development and implementation of the Conservation Plan and who had subscribed or had adhered to the Memorandum of Understanding signed in September 2020 and referred to in this document, hereinafter the MoU. A partner may also be a donor, in accordance with the definition of literal B of this section.
- B. Donors:** These are natural or legal persons of the private, non-governmental or international cooperation sector, who without necessarily being part of the MoU, contribute resources to the program for the implementation. Donors will be able to support the implementation of a large number of projects, channeling resources through different administrative entities and thereby contributing to important outcomes in terms of conservation and sustainable development within the framework of the Program's Conservation Plan. The resources provided by donors are spent in accordance with that set out in the Operating Manual, unless otherwise provided in the donation agreements, in which case they shall be spent in accordance with the provisions of the respective donation. A Donor may also be a Partner, according to the definition of literal A of this section. In this sense and for the purposes herein, when a subject has this double quality, it shall be understood that he/she shall have the rights and attributions of both qualities, regardless of whether reference is made to Member and/or Donor.
- C. Public sector:** Set of administrative bodies whereby the Colombian State complies, or enforces the policy or will expressed in the fundamental laws of the country. Currently the representatives are PNNC and MINAMBIENTE.

The Parties, in order to cooperate on matters related to the protection of the environment and sustainable development, agree to the following:

1. Whereas, the Parties ratify their commitment to establish long-term cooperation mechanisms;
2. Whereas, the Parties praise the commitment, leadership and the important achievements made by the Colombian Government in the protection of the country's natural capital, as well as in the consolidation of the National System of Protected Areas – SINAP, the declaration of new protected areas and other conservation figures;



3. Whereas, the Parties recognize the bases of the National Development Plan 2018-2022 "Pact for Colombia, Pact for Equity", which contemplates within the "Pact for sustainability: produce conserving and conserve producing", in literal a), Volume 1 on biodiversity and natural wealth: strategic assets of the Nation, objective number two establishes:

"Minambiente and PNN shall coordinately implement the Herencia Colombia program to ensure the long-term capacity and financial sustainability of protected areas and other conservation strategies. Special attention shall be given to the Orinoquia, the Colombian Massif, the San Lucas mountain range and in situ conservation efforts by private and community groups.";

4. Whereas, the Parties in the framework of the COP 21 on Climate Change, agreed on an alliance with the intention of designing the Herencia Colombia Program -HeCo or the PROGRAM- as a public-private financing scheme, which in turn includes a permanence financing program (PFP) scheme, which together will make it possible to secure funds and increase the capacity of protected areas and other strategic territories of Colombia in a long-term Landscape context – commitment ratified by a MoU signed in September 2020;
5. Whereas, the Parties establish that HeCo is conceived as one of the country's great bets to contribute to the fulfillment of global commitments in the post-2020 biodiversity framework of the Convention on Biological Diversity (CBD), the Climate Change Convention under its Nationally Determined Contribution (NDC) and the Sustainable Development Goals (SDGs). At the country level, HECO is consolidated as one of the financial vehicles for the implementation of the recently adopted policy for the consolidation of SINAP, materialized through the CONPES 4050 document;
6. Whereas, the Parties recognize that the program shall mobilize resources from various sources: national government, local governments, bilateral and multilateral international cooperation, the private sector, civil society and philanthropy;
7. Whereas, the model of the permanence financing program -PFP- as a strategy that seeks to mobilize resources and contribute to reducing the financing gap of protected areas and other conservation strategies, based on the practices of the private financial sector and proposes a scheme that allows complex and costly projects to be organized and financed, allows aligning commitments from various actors and articulating sources of public and private financing around clearly defined conservation goals and a specific financial plan;
8. Whereas, the permanence financing program (PFP) has a large-scale, holistic approach that combines the ecological, financial, and institutional aspects needed to achieve long-term impacts;
9. Bearing in mind that the Parties recognize that HeCo seeks to contribute to the objective of *"reducing by 2030 the risk of loss of nature in the Sistema Nacional de Áreas Protegidas (National System of Protected Areas) – SINAP, in such a way as to guarantee the preservation, restoration, sustainable use and knowledge of landscapes, ecosystems, species and genetic resources, and likewise, guarantee the services and benefits that biodiversity generates for the social, economic and cultural development of the Nation"*;



10. Whereas, HeCo contributes to expanding the coverage of terrestrial and marine protected areas, increasing the level of resilience and effective management, connectivity among them, seeking to generate benefits for local communities;
11. Whereas, in the Conservation Plan approved by the steering committee of HeCo on May 5, 2022, it was established that the PROGRAM seeks to achieve, by the 20th year of its implementation, the long-term conservation and financing of 60 million hectares, representing 30% of the country's territory, through the increased coverage, effective management and governance of SINAP and other conservation strategies, in sustainable landscapes as spaces for inclusion and peace-building, generating opportunities for well-being and human development in the context of climate change, which shall allow the strengthening and consolidation of SINAP, increasing its ecological representativeness, its connectivity, the effectiveness and equity of its management;
12. Whereas, the Parties acknowledge the approval of the governance of HeCo through the Conservation Plan, Financial Model, proposal for a Monitoring System, Operating Manual and public-private governance by means of minutes number 14 of May 5, 2022, which contain the Steering Committee's agreements and which are incorporated herein;
13. Whereas, the Parties recognize that compliance with the following closing conditions of the PFP has been verified: (i) having approved the Conservation Plan; (ii) having established the HeCo Operating Manual and the information systems that will allow monitoring the allocation of budgetary funds from the National Government from all sources (public and private) to HeCo; (iii) having the systems and methods that allow transparent financial management of HeCo funds; (iv) having agreed the HeCo performance monitoring protocols and systems by the Parties, to be developed and implemented; (v) approval of the complete Financial Model detailing the total costs and sources of funding for HeCo and PFP; (vi) having sufficient commitments to fully fund the donor contribution to the PFP's Conservation Plan, (vii) the National Government shall procure all available sources of financing, including resources from Resolution 0505 of May 17, 2022, in which MINAMBIENTE established that for fiscal years 2023 onwards, of the total resources referred to in numeral 1 of article 35 of Law 2169 of 2021, 17.35% of the specific destination of the Carbon Tax shall be used to finance the strategies for the protection, preservation, restoration and sustainable use of strategic areas and ecosystems, seeking to make the contributions provided for in the Financial Model and the Conservation Plan; (viii) having approved the SINAP public policy established in the CONPES document 4050 of 2021; (ix) having permanent governance bodies in place; (x) that each of the donors had expressed its willingness to contribute through the respective letters of intent; (xi) that the monitoring plan for HeCo is in development; and (xii) having aprobed the set of indicators of the PROGRAM.
14. Whereas, the Parties have agreed to create a Transition Fund, that it will be administered by whoever is designated in accordance with the provisions contained in the Operating Manual and that it will be launched at the time of closing of the PFP or immediately thereafter, to hold assets to be spent over time on HeCo's PFP activities;-
15. Whereas, the Parties will seek to take the necessary steps so that the assets of the Transition Fund are not, at any time, subject to nationalization, seizure or the like;
16. Whereas, the Parties recognize that in order to execute and maintain the disbursements of the Transition Fund, the following disbursement conditions shall be permanently verified: i)

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Continuity in the compliance of the closing conditions; ii) That there is no net loss of protected areas; iii) That new protected areas have been created and/or consolidated according to the provisions of the Conservation Plan; iv) That adequate progress of HeCo has been verified by the Steering Committee, in accordance with the Conservation Plan; v) That the National Government has maintained the base line of contributions for the operation of SINAP; vi) that the National Government procure all available funding sources including resources from Resolution 0505 of May 17, 2022, in which MINAMBIENTE established that for fiscal years 2023 onwards, of the total resources referred to in numeral 1 of article 35 of Law 2169 of 2021, 17.35% of the specific destination of the Carbon Tax shall be used to finance the strategies for the protection, preservation, restoration and sustainable use of strategic areas and ecosystems, seeking to make the contributions provided for in the Financial Model and the Conservation Plan; vii) That the resources provided by the Donors have been used in accordance with the Conservation Plan; viii) That adequate financial reports have been received for each Protected Area; ix) That the Operating Manual and the performance of HeCo are aligned with the objectives of the Transition Fund, as these are described in the Conservation Plan; x) That there is full compliance with the environmental and social safeguards of the program, as well as with the consultation processes that may arise;

17. Whereas, the Parties highlight that in the Climate Action Law No. 2169 of 2021, the collection of the Carbon Tax shall be administered by the National Environmental Fund -FONAM- and that 50% of the resources shall be allocated to addressing coastal erosion; the reduction of deforestation and its monitoring; the conservation of water sources; the protection, preservation, restoration and sustainable use of strategic areas and ecosystems, especially moorlands, through reforestation programs and Payment for Environmental Services schemes – PSA;
18. Whereas, the MINAMBIENTE adopted the Resolution 0505 of May 17, 2022, whereby it was established that for fiscal years 2023 onwards, of the total resources referred to in numeral 1 of article 35 of Law 2169 of 2021, 17.35% of the specific destination of the Carbon Tax shall be used to finance the strategies for the protection, preservation, restoration and sustainable use of strategic areas and ecosystems, and other financing mechanisms;
19. Whereas, the Parties wish to continue promoting friendly relations of international cooperation and sign this Joint Declaration to promote their objectives in areas of mutual interest and benefit as follows:

1. PURPOSE OF THE JOINT DECLARATION

The purpose of this Joint Declaration is to establish the bases of mutual benefit for the Parties, in relation to the areas of protection, conservation and restoration of the environment, to promote the implementation of the **PROGRAM** and its first phase of financing, in accordance with its Conservation Plan, Operating Manual and Financial Model.



2. IDENTIFICATION AND IMPLEMENTATION OF THE AREAS OF COOPERATION SUBJECT TO THIS JOINT DECLARATION

The Parties shall cooperate in the following areas:

1. Increase in the conservation of natural capital by expanding the surface of SINAP, contributing to the global commitment to increase the coverage of protected areas as natural solutions to climate change.
2. Improve the effective management of SINAP areas, incorporating the climate change approach in the planning and management of its protected areas.
3. Strengthen governance and contribute to improving the livelihoods of populations in corridors that allow connectivity in sustainable landscapes.
4. Other areas of cooperation that the Parties may jointly decide.

3. RESPONSIBILITIES OF THE PARTIES

The cooperation efforts within the framework of this Joint Declaration may be carried out, among others, through:

1. Technical support for the creation, expansion and effective management of protected areas and generation of governance schemes within the framework of the landscapes selected in the Conservation Plan.
2. Strengthening of capacities and technical support to reinforce the strategic and financial planning models in the short, medium and long term, for the financial sustainability and effective management of SINAP and other conservation figures.
3. Exchange of best practices and information related to the stated objectives.
4. Exchange among technicians, experts and qualified personnel in the field of the stated objectives.
5. Joint leverage of all sources for the financing and implementation of the PROGRAM.
6. Structure and develop inter-institutional coordination mechanisms and alliances that contribute to obtaining resources within the framework of the cooperation described herein.
7. Monitor the commitments assumed by the Parties in the negotiation process with the cooperators.
8. Exchange of knowledge, information and technology in order to keep the program's prioritized project portfolio updated.
9. Other forms of cooperation jointly decided among the Parties.

4. IMPLEMENTATION OF THE PARTIES

1. Each party:

Donors:

- Donors shall make financial contributions in support of the HeCo PFP, according to the Financial Model, Conservation Plan, letters of commitment and agreed Operating



Manual. The Steering Committee shall verify the consistency between said contributions and compliance with the goals of the Conservation Plan.

- The disbursement of the contributions to the Transition Fund shall be conditioned in any case to the continued compliance with the closing conditions, the specific donation agreements between each contributor and the administrator of the Transition Fund or the Government, as the case may be, and verification of compliance with disbursement conditions.

Partners:

- Provide technical and operational support for the start-up and implementation of the Herencia Colombia Program.
- Procure technical and financial resources to continue with the PROGRAM.
- Promote articulation with other ongoing programs and investments to manage greater impact.

Public sector:

- Procure and provide in a timely manner, in accordance with current regulations, the public contributions provided for in the Resolution 0505 of 2022 issued by the MINAMBIENTE or ones that modify or replace it, and the other means of financing available; the Steering Committee shall verify the consistency between said contributions and the fulfillment of the goals of the Conservation Plan.
- Identify and procure the additional public sources of financing required to ensure HeCo's public financing needs within the framework of its Conservation Plan and Financial Model.
- Support the implementation of the Herencia Colombia Program.

2. Joint Parties.

- Promote the mobilization of resources through financing sources such as bilateral and multilateral cooperation for the implementation of the PROGRAM within each of its institutions.
- Identify and promote financial mechanisms and economic instruments at the national and regional levels for the sustainability of protected areas and other long-term conservation figures.
- Monitor and enforce the Conservation Plan for HeCo with special emphasis on the PFP in its first stage.
- Monitor compliance with the Financial Model and the governance of the PROGRAM.
- Ensure compliance with the operating manual and governance.
- Follow up, monitor, report results and progress according to commitments, disbursements, and monitoring and management system.
- Support, in accordance with the current legal system, the development of all actions, strategies and measures for the proper implementation of the PROGRAM.



NON-OBSERVANCE OF THE CONDITIONS OF DISBURSEMENTS TO THE TRANSITION FUND.

In case of non-observance of the disbursement conditions provided for in paragraph number sixteen in the whereas section of this declaration, during the immediately preceding year, the HeCo Steering Committee may suspend funding for a specific protected area or a protected area management body, until its performance has substantially improved.

5. ORGANIZATIONAL AND OPERATIONAL STRUCTURE OF THE PROGRAM

5.1 For the effective development of this Joint Declaration, the following governance structure is established:

- A Steering Committee responsible for the PROGRAM, for HeCo's strategic decision-making, for the adoption of policies for the administration and execution of the PROGRAM and for monitoring the fulfillment of its objectives.

5.2 The Steering Committee shall be made up of five (5) main members, with rights to speak and vote as follows:

- Two (2) representatives of the National Government (Vice Minister of Environmental Policy and Standardization of the MINAMBIENTE or his delegate and the general director of PNNC or his delegate).
- Two (2) representatives of the Partners.
- One (1) representative of the Donors.

5.3 Appointment as a member of the Steering Committee will not generate any remuneration.

6. PROMOTION OF COOPERATION

The Parties shall make their best efforts to promote the joint implementation of programs, projects and other forms of cooperation in the areas established in this Declaration.

7. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

7.1 The joint works and creations of all or some of the Parties under this Joint Declaration, such as (but not limited to): audiovisual materials, videos, programs (including negatives), among others; software (computer programs); artistic or scientific material such as drawings, written works or other similar works or documents, together with the original data and other supporting material; questionnaires, surveys, investigations, databases, processes, reports, studies, among others that are considered works or creations in the field of intellectual property (Copyright - Industrial

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Property), (hereinafter the "Works"), will be jointly owned by all Parties or those who participated in its creation.

7.2 The Works individually created by one of the Parties, will be the exclusive property of the Party that has developed such Works, and may be shared between the Parties through prior written authorization, establishing the scope of the latter. Said Works may be used by the other Parties only during the term and for purposes of developing the Joint Declaration; any other use different from the one proposed in this Joint Declaration must have the respective prior written authorization of the Party(s) that owns the Works.

7.3 The Parties recognize the patrimonial and moral rights of their pre-existing intellectual property assets at the time of the execution of this Joint Declaration, agreeing -in writing and only for the purposes of this document- to allow their use between the other Parties, being able to develop derivative works based in pre-existing works, respecting at all times the moral rights of their authors - original creators.

7.4 Information is considered confidential when one or both parties declare it in writing. The Parties undertake to maintain confidentiality and to refrain from using the confidential information for their own benefit or that of third parties, reproducing or disclosing the information of the parties declared as confidential and exchanged by virtue of the execution of this Joint Declaration. Violation of this obligation shall subject those responsible to the corresponding legal sanctions.

7.5 Confidential information shall be considered, without any limitation, any description, data, products, processes and operations, methods, formulas, expert knowledge (know-how) and any other information of a technical, economic, financial, administrative, legal and other nature, related to operations, strategies, policies and activities management, computer programs or systems, software, source codes or object codes, algorithms, formulas, diagrams, plans, processes, techniques, designs, photographs, records, compilations, customer information or internal information of the contractors and, in general, any information related to programs, inventions, trademarks, patents, trade names, trade secrets, industrial or intellectual property rights, licenses and any other oral, written or magnetic information.

8. INTERPRETATION OF THE JOINT DECLARATION

Each Party shall be responsible for compliance with laws and other regulations applicable to its activities under this Joint declaration. Nothing established herein shall be construed to constitute either Party as an agent, representative, employee, associate of the other or to authorize the Parties to enter into contracts on behalf of the other or to bind the other contractually, labor or legally. Each Party shall be responsible for its own costs and expenses derived from its participation in this Joint declaration, unless the parties expressly so provide herein, or in any other subsequent document signed by both parties.

9. WITHDRAWAL AND TERMINATION

This Joint Declaration shall be terminated when any of the following conditions occur or are expressly and jointly declared by the parties:



- 9.1 When this Joint Declaration is not renewed at the end of the agreed term.
- 9.2 By written agreement of the Parties.
- 9.3 Due to unjustified and serious non-observance of this Joint Declaration.
- 9.4 By unanimous written decision of the Donors and Partners.

10. TERM / DURATION.

The term of this Joint Declaration shall be ten (10) years counted from the signing of this Joint Declaration. This period may be extended by the Parties, prior agreement that must be in writing and shall be subject to the results of the evaluation that the Parties carry out on the way in which the declaration has been developed.

11. LEGAL NATURE OF THE JOINT DECLARATION

This document corresponds to the category of a Joint Declaration; therefore, it does not conform to the definition of contract contained in article 1495 of the Civil Code or in article 32 of Law 80 of 1993. Therefore, this document is not governed by the regulations corresponding to the Public Procurement and Contracting System, nor to the civil or commercial regulations related to the execution of contracts.

12. NOTICES

MINAMBIENTE:

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Signed in Spanish and English versions, on June 23, 2022. All versions of the text are equally valid. In case of divergence on the interpretation of this Joint Declaration, the Spanish version shall prevail.

CARLOS EDUARDO CORREA ESCAF
Minister

MINISTRY OF THE ENVIRONMENT AND
SUSTAINABLE DEVELOPMENT

PEDRO ORLANDO MOLANO PÉREZ
Director General

PARQUES NACIONALES NATURALES DE
COLOMBIA.

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Legal Representative

FONDO PARA LA BIODIVERSIDAD Y ÁREAS
PROTEGIDAS PATRIMONIO NATURAL (FUND
FOR BIODIVERSITY AND NATURAL HERITAGE
PROTECTED AREAS)

Approved: Legal Advisor to the Ministry's office
Ministry's Group of Contracts Coordination
International Affairs Office
Herencia Colombia Coordination
Legal team of Heco

Drafted: