

**TECHNICAL ANNEX: GUIDELINES FOR THE SOCIAL MANAGEMENT AND GENDER EQUITY PLAN,
STUDY OF ALTERNATIVES, FEASIBILITY AND DETAILED ENGINEERING DESIGNS OF THE COLLECTORS
IMMERSED IN THE MIROLINDO PICALÉÑA WATER SANITATION PLAN OF THE MUNICIPALITY OF IBAGUE**

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1. Introduction

The social management and gender equity plan is a set of inter-institutional and community activities that identify the possible social, environmental and economic changes of the community, derived from the Contract. It defines lines of action aimed at generating spaces of interrelation in and between communities and local and regional administrations, within a context of participatory creation and environmental sustainability, enhancing the socio-economic benefits expected on as a result of the contract, and in search of the welfare of the population.

In order to minimize the impacts of the Contract on the territories and its inhabitants, as well as to strengthen the benefits that it should bring, the Social Management and Gender Equity Plan comprises of the following components:

1. Territorial reading component
2. Respect, protection and promotion of the environment and culture
3. Communication and outreach
4. Gender Equity Action Plan
- 5- Monitoring, review and evaluation

2. Scope

The Social Management and Gender Equity Plan is aimed at all the communities in the country. In the specific case of ethnic groups, any Contract carried out in their territories must be done in accordance with the mechanisms of Free and Informed Agreement and Prior Consultation established by the Government: Law 21 of 1999 ratifying ILO Convention 169, Law 70 of 1993, Judgement T-769 of 2009 of the Supreme Court of Justice, and Presidential Directive 010 of 2013.

3. Regulations

- **Political Constitution of 1991**, Art: 01, 02, 13, 49, 95, 79, 103.104, 105, 310 and 365.
- **Law 21 of 1991**, approved by Convention No. 169 on Indigenous and Tribal Peoples of the ILO, Geneva 1989.
- **Law 134 of 1994**, by which rules on mechanisms of citizen participation are dictated.
- **Law 152 of 1994**, Organic Law of the Development Plan - Law of Participatory Planning.
- **Law 142 of 1994**, Residential Public Services Act.
- **Decree 1429 of 1995**, regulation of Law 142 of 1994 (Social control).
- **Law 388 of 1997**, Territorial Development Act.
- **Law 393 of 1997**, Compliance Action.
- **Law 472 of 1998**, by means of which the popular and group actions are regulated.
- **Law 689 of 2001**, by which law 142 of 1994, Law of Residential Public Services, is partially amended.
- **Presidential Directive No. 10 of 2002**, so that the community in general performs efficient participation and social control with administrative management.
- **Law 743 of 2002**, Communal Action Agencies.
- **Law 1381 of 2010**, Law of Native Languages of the ethnic groups of Colombia, their linguistic rights and those of their speakers.
- **Law 1755 of 2015**, through which the Fundamental Right of Petition is regulated.
- **Law 850 of 2003**, by means of which the Social Accountability Committees are regulated.
- **Decree 2623 of 2009**, by which the National System of Citizen Service is created.
- **Law 99 of 1993**: Management and conservation of the environment and renewable natural resources.
- **Decree 2820 of 2010**: Environmental licenses.
- **Third-generation Human Rights or Collective Rights.**
- **Convention on the elimination of all forms of discrimination against women.**

4. Human resources and logistical support of the social area

During the entire contract, the contractor must have, at least, the personnel listed in table No. 1, and must ensure the efficiency and effectiveness of the mitigation measures provided for in this plan, and all others requested by the auditor and/or FINDETER so that the objectives be met.

The Contractor must ensure the hiring of suitable and sufficient personnel in order to carry out the activities of the Plan of Social Management and Gender Equity. The necessary timetable and methodologies must be set for the normal development of the established social obligations. The following areas must be involved: technical, social, environmental, occupational safety and health; in such a way as to facilitate permanent communication and interdisciplinary work. This is in order to guarantee the fulfilment of the social obligations that apply to the development of the Contract.

In addition, it is expected that 30% of the team are women.

Table 1.

Phase	Personnel profile	Monthly Time Allocation
Phase I Diagnosis and selection of alternatives	Professional in the area of human, social, political and/or economic sciences, with professional experience of at least Four (4) years, specific experience in field work with vulnerable populations; Experience and/or knowledge in differential focus and one (1) year of experience in development projects.	100%
Phase II Detailed Design	Professional of the area of human, social, political and/or economic sciences, with professional experience of at least Four (4) years, specific experience in field work with vulnerable populations; Experience and/or knowledge in differential focus and one (1) year of experience in development projects.	100%

5. Description of the Components

5.1. Territorial Reading component

This component seeks to characterize the area of intervention through a participatory, socioeconomic and cultural diagnosis; it identifies partners, impacts and possible affectations. For its development, it is necessary to design methodologies that allow information gathering, to obtain a justification, the objectives, scope and expected results.

- Identification of the area of direct and indirect influence.** Should be carried out in the area of intervention and should count on the participation of the communities

Product: Social cartography that identifies the territory, important sites of the community(ies), meeting points, conflict zones, housing and recreation spaces, boundary and division zones between social groups, amongst others.

In coordination with the technical area, a minimum number of property status reports will be defined that must be raised later in the execution project.
- Characterization of the population.** The following aspects must be identified: demographic, political, historical, economic, cultural, social and human capital, participatory forms, organisational structures, interaction with the territory and internal conflict-resolution mechanisms.

Product: Information sheets that collect the characterizations made and that contain, as annexes, verification sources (e.g. Photographs, videos, stories, minutes, lists) and instruments for the information-collecting process (e.g. Surveys, interviews, focus groups, opinion polls).

It is recommended that the aspects related to the benefits of the Contract in the community are highlighted. Statistical information must be disaggregated by sex, ages, socioeconomic stratum and occupation.
- Stakeholder mapping and directory creation.** Collect information about the institutional and non-institutional actors that identify, in a detailed way, people, groups, associations and institutions that can influence and that are benefited by the Contract.

Some of the possible key actors are listed below, however it is important to note that, depending on the type of Contract, they may vary.

Institutional actors including:

- Governor's offices: Social Inclusion Secretary, Work, Planning, Housing and Legal.
- Mayor's offices: Departments related to Contract, for example: Work, Planning, Housing, Legal, Ombudsman.
- Council.
- Local mayors.
- Comptroller.
- Attorney General's Office.
- Office of Public Defence.
- Public Service companies (Water, Gas and Energy).
- Adaptation Fund.
- Water and Sanitation Program for Prosperity- PAP - PDA.
- Regional Autonomous Corporations.
- SENA (National Learning Service)
- Chamber of Commerce.
- Guilds.
- Social Managers.
- Public Authorities (National Army and/or National Police).
- ICBF (Colombian Family Welfare Institute).
- Social Prosperity.

Non-institutional actors including:

- Communal Action Board
- Commercial sector representatives.
- Presidents of the Administrative Council (residential collectives).
- Community leaders (e.g. religious leaders, leaders from the sporting and cultural sectors).
- Existing social accountability committees.
- Community mothers.
- Educational community.
- Foundations, Corporations, NGOs.
- Associations, cooperatives or foundations of ethnic, Afro, small-holders and displaced communities, amongst others.
- Media of the municipality.

Product: Directory with name, Organization/institution/community that represents the position/role, contact details.

This information must be updated monthly and must be available if required by the auditor or FINDETER.

5.2. Component of respect, protection and promotion of the environment and culture

It is important to make visible the cultural and environmental specificities that are part of the traditions of the communities benefited by the Contract; therefore, this component seeks to identify them in order to protect them and promote the respect thereof.

- **Knowledge exchange.** Socially impact the community with the contract should be a job that begins with the approval and acceptance through to the appropriation of the same; therefore, it starts with the mapping of context and actors in the territorial reading component, this exchange seeks to highlight the cultural and environmental characteristics of the community that will allow a real and comprehensive participation of the communities during the Contract. The Contractor should schedule and take time to highlight their traditions and these can be the basis of activities that emphasize the benefits of the contract and of establishing the care and promotion of said traditions.

Product: Formulate a microproject to promote the respect, protection and promotion of the environment, water, and/or the cultural traditions of the community in relation to the appropriation of the Contract; counting on the inclusion of actions that promote gender equity.

This microproject must be an integral part of the Contract, so that interventions are carried out, at a minimum, on a monthly basis. It should be the result of an exchange of community experiences with the Contractor, ensuring that the population will continue to preserve this microproject, even after the Contract has been completed.

At the time of the final and formal delivery of the microproject, the methodology should be presented with the pertinent documentation, as well as be presented to the whole community benefiting from the Contract.

5.3. Communication and outreach component

This contemplates the information, participation and empowerment of the communities involved in the Contract, in order to make information clearer and more affordable. This component will serve as a roadmap for building strategies that facilitate and promote dialogue with communities, opinion leaders and the media. Also, it includes the opening of informative spaces, through which concerns are clarified and technical, social and environmental uncertainties are diminished.

It is required that all products covered by this component are aligned with the corporate image manual of FINDETER, where the correct use of the brand in the different areas of communication is necessary and must also have the approval of the auditor and be revised by FINDETER.

The only spokesperson authorized to speak to the media about the Contract will be designated by FINDETER, and both the contractor and the auditor will be aware of this before starting work in the field. Therefore, all requests to participate in interviews should be received by the Contractor, the auditor and FINDETER.

In the case of crisis situations such as accidents, issues with the community, delays or suspension of the Contract, in addition to other issues that affect the image and trust in FINDETER by the different actors involved, these must immediately be reported to the auditor and FINDETER for their evaluation and proper handling.

1. Participatory communication: Includes the participation, transmission and establishment of means of access and consultation.

- **Community stories.** In different meetings with the community, which must be integrated into all the Contract process, stories should be constructed that tell and transmit their life stories, beliefs, cultures, perceptions of reality, expectations, amongst others, encompassing the benefits of the Contract that take place in their territory. This can be carried out through cultural or artistic activities such as: videos, drawings, stories, songs and theatre, amongst others.

Work must be carried out with the leaders, the educational community, children and youth, associations, amongst others. In no case should this be an obligation for people, nor will any money be paid.

In order to promote the construction of stories, the Contractor with the information of the territorial reading component, will identify the possibility of supporting cultural groups and talents of the intervened regions.

Product: During the course of the Contract, progress about the actions selected for the community stories will be delivered.

After the final meeting, the stories will be shown to the community are reviewed by the auditor.

Mapping of opinion leaders and media. In parallel to the creation of the directory contemplated in the territorial reading component, a map of opinion leaders and media of the municipality and the department where the Contract will be executed must be created. Primary and secondary media, profiles, capacity, grade of territorial influence and the position of local and territorial governments must be identified. This mapping will be an indispensable piece for the design and creation of communication strategies for development and the relationship plan with other stakeholders.

Product: Directory with the name, organization/institution/community being represented, position/role, contact details.

This information should be updated monthly and must be available if required by the auditor or FINDETER.

2. Community Outreach: It contemplates the publication and extension of the information in a clear, simple and transparent way.

- **Dissemination pieces.** Development of mass media for their distribution in the communities and authorities of the area of influence of the Contract; this should contemplate the invitations and information of technical and social activities.

Product: Model of flyers, personalized letters and billboards; as well as listings that are evidence of the reception thereof by the actors involved.

- **Participation meetings.** The creation of spaces for information and interaction with the community and the actors involved in the Contract to clarify concerns and uncertainties. These spaces will be open to strengthen relationships between the communities and the Contractor and the auditor; as long as participatory “no harm” action strategies are ensured to avoid creating false expectations.

All those involved must have a previous invitation to participate in these spaces.

Consulting start and end meetings should be ensured. If necessary, or at the request of the community, the auditor or FINDETER, additional meetings or tabling events may be held.

It is important to note:

- ✓ Regarding the invitation to the municipal mayor's office and other local authorities, a letter must be sent informing the beginning of the Contract, the duration, data of the responsible social professional, addresses, neighbourhood, telephone, email, days, hours of attention and the process of attention to the community, as well as the date and place of the meeting. The Contractor will provide the supporting documents showing that the invitations have been properly filed. Any invitation that has no supporting document will not be taken into account.
- ✓ The meetings should be convened a week in advance, via mass media, loudspeakers. It is important to know the medium of the communication or the means of dissemination.

- ✓ The logistical spaces suggested for meetings with the community should be easily accessible, in central places, should not require the use of a transport system to access, and 10% of the total number of people summoned to the meeting must be from the community. It must be held in a space with sufficient room, with chairs, adequate visibility for the projection of the video beam, and provide assistance for people with disabilities to ensure their access. It is recommended to manage the logistics with community leaders to process the loaning or rental of the site.

Requirements during the start-up dissemination:

- ✓ Executive presentation: What is FINDETER? (PowerPoint File)
- ✓ Presentation and identification of the Contract: purpose and contract number, entities involved, consulting firm and auditor.
- ✓ Definition of roles of each entity and scope.
- ✓ Characteristics of the Contract: scope, schedule of activities, investment, socioeconomic benefits, mitigation of impacts.
- ✓ Social accompaniment strategy and schedule of activities.
- ✓ Community communication strategy and activity schedule.
- ✓ Space to listen and resolve concerns and to receive suggestions.
- ✓ Subscription of commitments.

* The Contractor should ensure the provision of refreshments to participants when required for the duration of these activities.

Product: Prior to the meeting, the invitation piece and methodology for the development of the meeting must be approved by the auditor and reviewed by FINDETER.

After the meeting the attendance list, meeting minutes and audio-visual support should be provided.

- **News report.** This item refers to the report of the positive and/or negative news generated in the media about the Contract.

Product: Constant monitoring of the media to be alert when news is generated. The Contractor must report items IMMEDIATELY to the auditor and FINDETER, sending the link or printed news, the date and the media channel in which it was published.

- **File.** It will be necessary to build a digital archive of photography, video and audio in which the Contract is recorded, as well as the different activities, including the actors involved in the Contract.

Product: File in CD, USB or cloud storage, containing the elements described above, they must remain up-to-date and available for consultation by the auditor and/or FINDETER.

5.4. Component Gender Action Plan

The Contractor must draw up a proposal for the Gender and Social Inclusion Action Plan, based on the diagnosis made of the vulnerability of the population, especially women and girls and the impact of the project for the population in question.

The gender action plan to be created by the Contract, has activities on three Levels: i) Minimum ii) Medium and iii) Optimal. This plan is expected to at least cover the minimum level requirements, in the development of the project and the maximum aspiration is that the project contributes to the empowerment of women and girls-

Below is a description that allows the G+I Action Plan to be created:

i) Minimum level: Minimum compliance voice.

1. The Gender and Social Inclusion Action Plan has a logical framework, which includes a baseline, goals, indicators, tracking and data disaggregated by sex.
2. The Gender and Social Inclusion Action Plan has a monitoring and evaluation system or methodology.
3. Awareness and training sessions to be performed on gender equity and social inclusion with the contractor's team as well as the community directly impacted by the project. These sessions should include international and national legislation on the issue and generate capacity on gender issues.
4. One or more programs are included that address practical needs identified in the gender diagnosis and social inclusion in relation to the project.
5. The firm has an expert in social or gender development, who is consulted throughout the implementation of the project and supports in the Gender and Social Inclusion Action Plan.
6. The firm requires that its suppliers and/or partners ensure gender equity in their businesses and processes, verifying economic stability for women and/or vulnerable groups.

ii) Mid-level: empowerment for decision-making

1. The firm has a good capacity and knowledge in gender equity and has an internal policy on gender equity and social inclusion.
2. The Gender and Social Inclusion Action Plan incorporates programs whose scope is to generate capacities and opportunities for women and vulnerable groups; for example, building assets, economic stability, generation of income, promotion of associativity and/or inclusion in commercial chains.
3. The firm promotes gender equity in its programs and projects, in addition it asks its partners and suppliers to plan for gender equity, gaining limited influence.
4. The firm promotes contractual mechanisms for partner and/or suppliers to promote gender equity and to have a Gender and Social Inclusion Action Plan.
5. The firm has a Gender and Social Inclusion Action Plan in its institutional policies, plans and programs.
6. They include the participation of women's groups in the design and implementation of the program.
7. Gender equity policies promoted by the firm strengthen women's capacities, economic empowerment and institutional changes.
8. Partners and/or suppliers have some experts in social and/or gender development.
9. The firm has a budget line for the Gender and Social Inclusion Action Plan.
10. The tools of the Gender and Social Inclusion Action Plan are a reference for program managers and/or non-expert advisors on gender and social inclusion.

iii) Optimum Level: Transformation Control

1. All members of the firm have the ability to conduct the implementation of a Gender and Social Inclusion Action Plan.
2. It has a proactive scope in influencing partners and suppliers on the implementation of a Gender and Social Inclusion Action Plan.
3. The policies and programs of the firm and/or the project address strategic needs, systematic barriers and the participation of women in the economy.
4. The participation of women and women's organizations is active.

5. The project generates systematic economic empowerment for women.
6. The project has a positive impact on the women involved.

5.5. Monitoring, review and evaluation component

Includes all the documentation and the report that will be generated by the Contract for the Auditor and FINDETER to be able to monitor and trace social management and gender equity during the course of the Contract.

- **Monthly Report.** The Contractor is obliged to present monthly reports with the corresponding support on the activities carried out in reference to the fulfilment of the Gender and Social Inclusion Action Plan. It will include the established work schedule, the balance of activities carried out, those pending, and their results. It will be delivered to the auditor for review and approval, with a copy given to FINDETER. Subsequently, the consulting party will review and request appropriate adjustments through the audit, or directly.

Product: Monthly reports will be delivered within the deadlines and dates agreed with the audit, in a digital and physical file. Databases in Excel.

The social report will have the following points:

- ✓ Identification: Purpose and number of the contract, entities involved, contractor company and Auditor.
- ✓ Introduction.
- ✓ Social impacts of the Contract (positive and negative).
- ✓ Report of the schedule of activities of the Social Gender and Social Inclusion Action Plan.
- ✓ Report of visits and alliances with public and/or private entities.
- ✓ Report for each of the components described in this document.
- ✓ Community stories.
- ✓ Conclusions and recommendations: it will include the evaluation of the management carried out during the period, follow-up to the corrective measures in response to the problems that have arisen during the implementation of the Gender and Social Inclusion Action Plan.
- ✓ Annexes: Social management and gender equity supporting documents on the advances effected by the Contractor, including as basic requirements: formats, photographic and video records, copies or documents received or filed and everything that the auditor and/or FINDETER consider pertinent.

- **Schedule of activities.** The Contractor must update the social activities schedule weekly or fortnightly, according to the technical consulting times. This will ensure a constant support of FINDETER to these activities.

Product: Schedule social activities together with the spaces for their realization and methodologies.

- **Final Report.** The Contractor must deliver to FINDETER, after the review and approval of the audit, a consolidated report of the social management carried out during all the consulting process, within ten (10) days following the contract end meeting and before the signing of the closing document.

The main requirements needed for the presentation of the consolidation for social management and gender equity:

- ✓ Identification: Object and number of the contract, entities involved, contractor company and auditor.
- ✓ Introduction: A brief summary of the content of the document presented and its justification.
- ✓ Social Gender and Social Inclusion Action Plan: Description and analysis of the activities carried out by the Contractor, with consolidated analysis and compliance indicators, in the same order that the components appear.

- ✓ Conclusions and recommendations: evaluation of the results obtained and recommendations to resolve the possible conflicts identified in the social evaluation of the Contract.
 - ✓ Annexes: Delivery of the general file with the original documents resulting from the social management and gender equity advances in the development of each one of the components. These include: duly signed records of meetings and activities carried out with the community, attendance lists, clear colour pictures and videos, copies of documents received or filed and everything that the auditor and/or FINDETER request and consider relevant.
 - ✓ Perform an analysis about the advances of social management and gender equity during the Contract and the results obtained with respect to the initial panorama proposed during the studies and designs phase, in order to answer the following questions: What strategies have been the most effective? What was the role of the community during the constructive process: active or passive? What is the greatest difficulty that arose and impeded the adequate social management and promotion of gender equity? What is the greatest strength that allowed an adequate social management and gender equity? Others that are considered.
- * **Note:** The final report and its annexes have to be delivered in a digital and physical file, the latter must be presented in accordance with the ICONTEC presentation standards, being pasting in hardcover with three screws and numbered in the upper right side in ascending form.

6. Delivery Schedule

The schedule of general activities must be delivered together with the Social Gender and Social Inclusion Action Plans delivered to the Auditor and to FINDETER 10 days before starting work in the field. The schedule must relate to all the products of the above components, according to the assignment of each one and according to phases, see table 2.

The dates and deadlines for submitting the monthly reports and the final report will be agreed with the auditor. The weekly or fortnightly activities schedule will be agreed directly with FINDETER.

Table No. 2

Component	Specific activity/Product	Delivery phase
Territorial Reading component	Identification of the area of direct and indirect influence	Phase I
	Characterization of the population	
	Stakeholder mapping and directory creation	
Component of respect, protection and promotion of the environment and culture	Exchange of knowledge	Phase II
	Community rapport	Phase I-II
	Mapping of opinion leaders and media	Phase I
	Disclosure pieces	Phase I-II

Communication and outreach component	Participation meetings	Phase I – II
	News report	Phase I-II
	File	Phase I-II
Gender action Plan component	Analysis of the situation of women and girls within the framework of the project	Phase I
	Gender Action Plan	Phase II
Monitoring, review and evaluation component	Monthly Report	Phase I-II
	Schedule Activities	Phase I-II
	Final Report	Phase II

7. Glossary

- ✓ **Alternative languages:** Those forms of expression typical of communities other than the keynote speech. Related to art and culture.
- ✓ **Area of direct influence –ADI-** The area where the impacts generated by construction and operation activities are manifested. It is related to the consulting site and its associated infrastructure. The area may vary depending on the type of impact and the element of the environment that is affected.
- ✓ **Beneficiaries:** The person who has the right to receive benefits that result from the consultancies. A beneficiary may be one person or a group of people to whom the Contract is intended. Region benefited, therefore, is the area or area that groups the beneficiaries.
- ✓ **Biodiversity:** In the document it is understood as any living being, from microorganisms upwards.
- ✓ **Complaint:** A mechanism by which any citizen gives notice or notifies, in written or verbal form, of events or conducts which could result in any irregular handling or eventual detriment of the public goods or funds.
- ✓ **Environment:** Understood as physical factors that affect ecosystems (air, water, humidity).
- ✓ **Environmental impact:** The effect that human activity produces on the environment.
- ✓ **Indirect Influence Area – IIA:** The area where the impacts transcend the physical space of the Contract and its associated infrastructure, i.e. the area outside the area of direct influence and extends to where such impacts are manifested.
- ✓ **Knowledge Exchange:** Activities of joint creation and knowledge where all knowledge is valued and taken into account, whether academic and non-academic, and activities are developed not from a vertical perspective (in the vertical part technical knowledge is prioritized) but from a horizontal perspective, giving greater importance to proprietary, autochthonous and community knowledge.
- ✓ **Microproject of respect and protection of the environment and biodiversity:** As its name implies, it is a set of actions in favour of the environment and biodiversity that are agreed with the beneficiaries of the Contract and the communities of the zone of influence or impact. It should be noted that Colombia is a megadiverse country, which should be a source of pride, thus it seeks to raise awareness about it.
- ✓ **Stories:** Life stories or histories in which an individual or a group expresses itself to make its biography, beliefs, customs and perceptions, both present and future, known to the Contract. Alternative languages, audio-visuals, oral and written narrations, amongst others, can be used.
- ✓ **Information Request:** Every person has the right to request information or consult documents related to the Contract.
- ✓ **Social Capital:** Set of norms, values and assets of the community that allow them to strengthen the social fabric and the various actors that integrate it. The social capital in ethnic groups is the set of characteristics that define its development.

- ✓ **Social Cartography:** Tool for planning and social transformation, based on the methodological principles of participatory research-action. Through the use of maps and graphic elements it is possible to know and identify, in an integral way, the territory of a social group. It is an instrument of collective construction.
- ✓ **Suggestions:** Proposition, idea or indication that is presented for the purpose of influencing the improvement of a process whose object is related to the provision of the service or the fulfilment of a public function.
- ✓ **Territory:** Natural resources, crops, plantations, dwellings, access roads, environment, biodiversity, geographical and cultural elements linked to a tradition. The whole social construct.

8. Sources

- ✓ Institute of Urban Development IDU (2006). "*Social specifications for the construction stage*".
- ✓ Organization of American States. (2009). "*Rights of indigenous and tribal peoples on their ancestral lands and natural resources*". OEA/Ser.L/V/II. Doc. 56/09. Spain.
- ✓ www.anla.gov.co -Environmental impact studies.