

**LETTER OF INTENT
BETWEEN
THE FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS (FAO)
AND PROMIGAS S.A. E.S.P.**

PROMIGAS S.A. E.S.P. and the Food and Agriculture Organization of the United Nations (FAO), hereinafter referred to as “The Parties”,

WHEREAS FAO is a specialized agency of the United Nations system, created in 1945 with the objective of achieving a world free from hunger and malnutrition in which food and agriculture contribute to improving the standard of living of all its inhabitants, especially the poorest, in a sustainable way from an economic, social and environmental point of view.

WHEREAS PROMIGAS S.A. E.S.P., a public utility company, organized as a Joint-Stock Company, which acts in accordance with its Bylaws, with NIT and registered address in the city of Barranquilla, committed through its Environmental Policy to developing its activities in an environmentally responsible manner. In line with its strategic objectives, it ensures to contribute to the conservation of natural wealth, to minimize and offset the potential impacts of its activities, to reduce the consumption of natural resources and to manage the reduction of its carbon footprint.

WHEREAS FAO and the National Government of Colombia signed the Country Program Framework (MPP), which will apply for the period (2015-2020), and focuses consistently on the following priority areas: (i) food and fight against malnutrition, (ii) natural resources and governance of forests, land and water, (iii) social and technological innovation for sustainable agri-food systems, (iv) family farming and inclusive markets, and (v) risk management and rehabilitation of livelihoods.

WHEREAS both FAO and PROMIGAS S.A. E.S.P. propose as one of their forms of action to cooperate with partner entities in the care of biodiversity, its sustainable use and mitigation of climate change.

WHEREAS both FAO and PROMIGAS S.A. E.S.P. collaborate in the initiative “Biodiversity and Development Agreement for the Caribbean,” which also has as key allies: the ANDI, the Alexander von Humboldt Institute, Natural National Parks and USAID-Natural Richness Program, focusing their efforts on the Biocaribe Connection Strategy, led, among others, by FAO Colombia.

WHEREAS both FAO and PROMIGAS S.A. E.S.P. have autonomy to enter into agreements of this nature for the better fulfillment of the purposes entrusted to them, for which they sign this Letter of Intent, which does not compromise the responsibility of the parties.

WHEREAS both FAO and PROMIGAS S.A. E.S.P. agree not to disclose or use the Confidential Information obtained on account of this Letter of Intent without the prior consent of the Disclosing Party, understanding Confidential Information as including, but not being limited to: (i) all technical, commercial and financial information, strategies and marketing plans, product information, business strategies and employee and customer information obtained by either Party or its Affiliates, or of the Affiliates with respect to either Party, by virtue of this Letter of Intent, and (ii) the possible participation of the Parties in the Project and the existence of this Letter of Intent.

WHEREAS both FAO and PROMIGAS S.A. E.S.P. understand that, at the time of executing a particular project or activity, they will review and decide the contractual scheme appropriate for its execution, so the signing of this document is not intended to create any company, mandate or agency, employment relationship, or joint or several liability between THE PARTIES.

WHEREAS both FAO and PROMIGAS S.A. E.S.P. agree to enter into this letter of intent until the date provided in section 9, but agree that it may be terminated in advance a) by common agreement of THE PARTIES, b) for any cause of force majeure or acts of God that prevents the achievement of the purposes provided herein, c) by unilateral report or termination of either party two months in advance, without such act causing any liability to the party producing it.

WHEREAS both FAO and PROMIGAS S.A. E.S.P. consider it important to have a fluid communication; therefore, they agree that upon signing this document, they will communicate via email their addresses for said official communication. Additionally, they will ensure that official communications are answered within five (5) days, and they will promptly communicate any change of address.

RECOGNIZING that the cooperation between FAO and PROMIGAS S.A. E.S.P. would mean an improvement in the implementation and evaluation of policies and programs aimed at the development of cohesive, sustainable territories committed to social inclusion, the fight against poverty and food insecurity, based on planning strategies and environmental governance.

Now therefore, FAO and PROMIGAS S.A. E.S.P. (hereinafter collectively referred to as “the Parties”) intend to promote the following activities:

1. Joint actions related to the areas of the FAO Country Program Framework (MPP) and the Environmental Policy of PROMIGAS S.A. E.S.P., with which the construction of connected, sustainable and resilient territories is supported, which allow the well-being and fair development of the communities in Colombia, especially the areas of influence of the projects of PROMIGAS S.A. E.S.P. and that are of interest to the Parties.
2. Join efforts to make viable the activities hereunder that are of common interest, subject to the rules and procedures applicable to each Party and the availability of funds, and in particular the following:
 - a. Construction of regional and local agendas and methodological routes to strengthen environmental education, food security, optimization of rural productivity, and sustainable development in areas of interest to the Parties, within a framework of “prospective and participatory planning.”
 - b. Partnerships for the implementation of models for the sustainable use of biodiversity and ecosystem services through “Kaleidoscope of Conservation, Sustainable Use and Connectivity.”
 - c. Development of learning and practice models to strengthen institutional and organizational capacities of strategic agents, such as institutions, social organizations and communities, in the areas of interest of the Parties.



- d. Monitoring and follow-up of impacts generated from joint actions, through Environmental and Sustainable Use Indicators.
3. Assess the possibility of signing specific agreements to carry out particular projects or activities subject to the rules and procedures applicable to each Party. These specific agreements must establish the details of their execution, the commitments of each Party, the term and the planned financing modalities.
4. This Letter of Intent is a declaration of intent and does not entail any legal or financial obligation for the Parties. Through it, the Parties show their intention to work together in search of possible agreements focused on the achievement of the aforementioned objectives. The Parties shall not be bound by any obligation, unless a specific agreement is approved and signed.
5. No provision of this Letter of Intent or any document related shall be understood as constituting a waiver, explicit or implicit, of any of the privileges and immunities of FAO, or as conferring such privileges and immunities to PROMIGAS SA E.S.P. or its staff.
6. Neither Party nor their personnel will communicate to another person or another entity confidential information that has come to their knowledge through the other Party during the implementation of this Letter of Intent, nor will they use such information for their private benefit or for their institution. This provision will survive even after the completion or termination of this Letter of Intent.
7. This Letter of Intent may be terminated by either Party with prior written notice to the other Party two months in advance. In this case, the Parties will agree on the measures necessary to put an orderly end to any ongoing activity.
8. The Parties will develop the respective agreed activities during a period that will begin from the signing of this Letter by the Parties, and will run until December 31, 2021, unless either Party expresses their interest in terminating the agreement giving one-month notice to the other Party. In this case, the Parties will agree on the necessary measures to put an orderly end to any ongoing activity.

Signed on July 9, 2020, in two counterparts in Spanish language, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

On behalf of
PROMIGAS S.A. E.S.P.

RICARDO FERNANDEZ MALABET
Legal representative of PROMIGAS E.S.P.

On behalf of
**THE FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS (FAO)**

ALAN BOJANIC H.
Representative of FAO in Colombia