

T R A N S L A T I O N

I-188/20

Chilean Government

International Economic Relations Undersecretariat

CER - Responsible Business Conduct

National Contact Point before OECD

FINAL STATEMENT

UNILEVER & UNION No. 1/CENTRAL UNITARIA DE TRABAJADORES

Specific Instance

July 10, 2020

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1. INTRODUCTION

The Chilean National Contact Point (hereinafter "NCP") before the Organisation for Economic Cooperation and Development (hereinafter, "OECD") for the OECD Guidelines for Multinational Enterprises (hereinafter "Guidelines") dependent upon the Responsible Business Conduct Division, International Economic Relations Undersecretariat, does hereby issue this *final statement*.

The final statement describes the procedures and results of the specific instance and the dialogue facilitated by the NCP upon receipt of the submission for review. The final statement is based on the information received from the parties and the results of the meetings. The confidential information submitted to the NCP during the proceedings has not been used to prepare this statement.

The final statement terminates the procedures before the NCP.

2. PROCEDURES BEFORE THE NPC

2.1 Background of the submitter

Union No. 1 of Unilever's Chemical, Food, Distribution, Services and Similar Industries was established in 1929. As at December 31, 2018, it had 328 members, broken down as follows: 176

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members from the Carrascal plant and 152 from the Lampa distribution center, and 5 union leaders. *Central Unitaria de Trabajadores (CUT)* was established in 1953, as an association of several unions of workers and employees. After several changes in its effective period and institutional framework, it was legalized by Act No. 19,049 of 1991. According to CUT's Union Information System, as at December 31, 2018, 533 entities in the private and public sector and State agencies had legally adhered to it, totalling, jointly with unions of informal workers and self-employed, 740,000 members. Union No. 1 has been a CUT's member since March 23, 2003.

2.2 Background of the enterprise

Unilever is an English-Dutch multinational enterprise established in 1928 as a result of the merger of Margarine Unie and Lever Brothers. During the second half of the 20th century, the enterprise diversified its products and globally expanded its operations. According to Unilever's website, the enterprise is present in Chile since 1928, where its first products were imported. It has over 1,000 workers and 25 brands in the domestic market, particularly cleaning and food products. It operates in over 130 countries.

3. Summary of the notice

On April 15, 2019, the union and CUT filed a submission for review before this NCP identifying alleged infringements by the enterprise of the recommendations in the Guidelines - particularly chapters II. General Principles, III. Disclosure of Information, IV. Human Rights, V. Work and Industrial Relations and VIII. Consumers Interests - derived from the outsourcing of services and the resulting closure of the Lampa

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Distribution Centre and the layoff of 152 union workers.

According to submitters, on January 2, 2019, Unilever Chile informed its decision to outsource services provided by the Lampa Distribution Center. Said measure implied the layoff of all workers member of the union in a form that submitters deemed as inadequate.

As stated in the notice, the submission for review sent to the NCP was grounded on two facts:

(a) Infringement of OECD Guidelines for Multinational Enterprises as regards advance notice to the union in case of changes to corporate activities affecting workers' subsistence, as well as the way in which they were materially laid off.

(b) Infringement of the Agreement Protocol signed before the Chilean NCP in 2005 by Unilever Chile, Chilean CUT and OECD NCP.

As to parallel or related actions, submitters stated that due to the corporate behavior during the layoff, a complaint was filed for anti-union practices and breach of fundamental guarantees in labor protection cases before the National Courts of Justice. Likewise, the union stated that a complaint was filed before the International Labor Organization (ILO)'s Committee on Freedom of Association on the same grounds.

Recommendations cited in the submission for review:

It is noted that the submission received is based on the 2000 Guidelines. Accordingly, the NCP requested the union and CUT to identify the relevant guidelines in the 2011 version. Thereupon, submitters responded to the NCP by indicating the following recommendations as relevant for the submission filed:

Chapter II. General Principles: Number A.2

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Chapter III. Disclosure of Information: Numbers 1, 2(g), 3(e)

Chapter IV. Human Rights. Numbers 1 and 2

Chapter V. Work and Industrial Relations: Number 1(b), 2(a),
(b), (c), 6.

Chapter VIII. Consumers' interests: Number 5.

**Results expected by the submitter of procedures before the
Chilean NCP:**

According to the NCP notice, expectations are as follows:

Generally, the union and CUT expect the enterprise to reaffirm its unbending respect for the principles in OECD Guidelines for Multinational Enterprises and agreements in 2005 OECD Protocol. Particularly, this willingness must be translated into the strengthening of the OECD Protocol on the following:

(a) Acknowledgement of the unique, irreplaceable role played by the union on matters such as right of association, collective bargaining and social development from a democratic, collaborative perspective.

(b) Acknowledgment of OECD NCP in Chile as valid mediator in this kind of disputes.

(c) That Guidelines are binding for Unilever in Chile, they being understood as an integral part of industrial relations with unions in the national territory.

Specifically

(a) Measures allowing restoring the negotiation power held by the union before the events.

(b) Economic compensation allowing the union to provide social benefits to its members and continue to carry out its social responsibility actions, for which resources - which will no longer be received - are needed.

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(c) Economic compensation for damages caused to and claimed by the union, allowing it to exercise its representation powers in the collective bargaining process and, on the other hand, to redress damages that, in opinion of the union, had been caused to its prestige and image both nationally and internationally. The union estimated its loss of assets - included in a complaint before the Chilean courts of justice - on account of union fees and other contributions (sports club and medical assistance fund) in the annual amount of CLP 72,658,968. Compensation for damages caused by the anti-union practice claimed to bargaining negotiation and reputation and image of the organization is estimated at CLP 217,976,904.

(d) Incorporation of a permanent institutional mechanism to maintain social dialogue between employer, union and the State in order to devise programs, render advisory services or carry out other activities to jointly face, in a participatory and collaborative way, future substantial reorganization processes of the enterprise, either at a national, regional or global level.

4. Summary of Unilever's initial reply

On May 24, 2019, a reply by the enterprise to the notice served was received, which discussed the two considerations underlying the submission filed by the union and CUT.

OECD Guidelines for Multinational Enterprises: The enterprise concurs with the statement that paragraph 6, chapter 5, recommends enterprises to *provide reasonable notice to representatives of the workers and to the relevant governmental authorities of changes in their operations which would have major effects on the subsistence means of workers.*

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In this regard, the enterprise alleges that *it would have adopted measures to prevent the outsourcing of the Distribution Center's services from having considerable effects on the subsistence means of its workers*: it offered each worker the possibility of immediately terminating his/her contract or to continue working and receiving his/her full compensation for six months, as well as the opportunity to take part in training courses for labor reintegration and an additional compensation consisting in 5-month salary for workers choosing to immediately terminate their contracts.

Given the relationship between the Protocol signed before the NCP in 2005 and the closure of the Distribution Center, the enterprise asserted that on January 8, 2019, they met representatives from DIRECON (presently SUBREI) and the Chilean NCP to explain the process and benefits granted to workers.

In its reply, the enterprise stated that none of the 152 workers member of Union No. 1 chose the alternative to continue working with Unilever; rather, the union would have negotiated a better compensation package, which exceeded by far of the legal requirements. In this process, the enterprise indicated that the purpose of the agreement was to *put an end to the dispute arising from the closure of the Distribution Center*.

According to the enterprise, there is no infringement of other recommendations on industrial relations, to wit right to representation, human rights and disclosure of information. In Unilever's opinion, it would have observed the Guidelines.

Agreement Protocol signed by Unilever and CUT in 2005. Submitters assert that the obligation in letter (b), Chapter two, was infringed. In this respect, the enterprise states that

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the agreement with CUT does not entail the duty to inform the concrete date outsourcing would take place, but rather "*the duty to inform of any change in the non-existence of eventual outsourcing plans of the porter's and distribution services.*" The enterprise concurs with the allegation that the union would have been aware of changes in the possibility of porter's and distribution services being outsourced.

Parallel or related actions. According to the enterprise, the negotiation process agreed upon by the parties - which resulted in the termination of the dispute arising from the decision to outsource services rendered by the Distribution Center - was significant in terms of the compensation package offered to workers dismissed. The agreement signed on January 17, 2019 includes a contract termination statement that the enterprise has no debt with workers, except for obligations derived from the agreement.

Additionally, the enterprise makes reference to the legal action for anti-union practices filed against Unilever, whereby the union claims the same payments and satisfaction of the same conditions as in this instance, based on the same grounds. The enterprise deems it inappropriate that the union files two separate actions to claim the same.

5. ASSESSMENT BY THE NCP OF THE SPECIFIC INSTANCE

5.1 Scope of the assessment

In its *initial statement*, the Chilean NCP concluded that from the information provided it followed that a direct relationship existed between the parties, considering that the submitter was a union of the respondent enterprise. It concluded that the submitter had provided sufficient information to establish its

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interest in this submission for review. Additionally, it concluded that the requirements on competence of the Chilean NCP had been satisfied, as the background information related to alleged infringements committed in the Chilean territory. Therefore, based on the criteria in the Guidelines, the NCP was of the opinion that this submission for review merited further consideration.

At the time of offering its good offices, the NCP's purposes were as follows: (a) to assist the parties in fully understanding the principles set in the Guidelines and the issues raised by the submitter - the union, in the instant case, and (b) to provide a neutral forum for the parties to settle the issues identified in the submission for review submitted to the consideration of the NCP and if possible and as appropriate, to develop a mutually agreed upon path to follow.

Accordingly, the Chilean NCP offered its good offices to the parties mainly to reach a mutually acceptable outcome within a context of a better understanding of the principles in the Guidelines. Both parties accepted the offer by the NCP.

The Chilean NCP shared the submission for review with the NCP of the United Kingdom and The Netherlands and kept them informed of the evolution of the process.

5.2 Applicability of the Guidelines

The Chilean NCP expects that all multinational enterprises operating in Chile observe the Guidelines. According to the foreword thereof, the Guidelines aim to ensure that the operations of these enterprises are in harmony with government policies, to strengthen the basis of mutual confidence between enterprises and the societies in which they operate, to help

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improve the foreign investment climate and to enhance the contribution to sustainable development made by multinational enterprises.

On the basis of the information collected, the Chilean NCP determined that the enterprise - Unilever Chile SCC Limitada, a member of Unilever PLC/Unilever N.V. - has a multinational organization and operation character and that its activities may be related to the allegations in the submission for review.

Matters at issue are deemed relevant under the chapters identified in the submission and merited further examination. However, this was not a statement on the liability of the enterprise for the infringements alleged by submitter.

The Chilean NCP considered that expectations by the submitter as regards the procedure allow guiding it in matters contained in the Guidelines, which compliance it may see to in order to positively contribute to the understanding between the parties and observance of the Chilean laws and regulations.

6. Good offices and completion of the procedures before the NCP

Upon acceptance by the parties of the offer for good offices by the NCP on November 13, 2019, the parties began working on a draft Terms of Reference and Confidentiality Agreement to initiate the mediation process.

On March 26, 2020, the Chilean NCP received a letter stating that, within the context of one of the parallel actions before the Second Civil Court of Santiago, at the Conciliation stage, an agreement would have been reached by the parties, translated into a "Court Settlement Record" dated February 6, 2020 and a "Joint Statement of the parties before the Chilean NCP" dated

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March 1, 2020.

The "Court Settlement Record" includes the following agreements:

(1) The respondent UNILEVER CHILE SCC LIMITADA, driven only by its willingness to terminate the dispute, without admitting the facts underlying the submission, undertakes to pay *SINDICATO NACIONAL No. 1 UNILEVER* (Union No. 1) a lump sum amounting to CLP45,000,000 by means of a bank draft or electronic transfer to the name of the Union, on or before March 16, 2020, provided that the conditions detailed below are fulfilled.

(2) The Union accepts the amount offered and undertakes to abandon the complaint filed before ILO's Committee on Freedom of Association and terminate any dispute connected with the massive layoff occurred in January 2019 and the loss of assets deriving therefrom.

(3) The parties also undertake to make a joint presentation and appear before the OECD National Contact Point (NCP) in Chile to express their will to abandon the case considering that they have settled, by mutual agreement, the disputes connected therewith and reached a consensus on maintaining the agreements entered into before said Institution, contained in the 2005 Protocol, save as regards clause 2(b), which is deleted.

(4) The parties leave on record that fulfillment of commitments in numbers 2 and 3 is of the essence to make the payment in paragraph one; therefore, should either or both of them be infringed, the payment duty would become invalid. In order to establish fulfillment of such obligations it shall suffice to submit to the Court a writ on abandonment of the action filed before ILO bearing a "RECEIVED" stamp, as well as the joint

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presentation or the Union submission to the NCP referred to in the above paragraph.

(5) The third party (CUT) expresses its concurrence with the agreement reached at.

(6) The parties grant each other a full, reciprocal termination statement indicating that no pending issues exist nor any debt on account of the events in this case, save for the obligations deriving from this settlement.

(7) Each party shall pay its legal costs.

On its part, the Joint Statement of the parties before the Chilean NCP stated that:

The parties filed this submission before the NCP with a view to informing you of the agreement reached as regards the disputes referred to herein; accordingly, we would like to terminate the mediation.

Indeed, due to the settlement in case RIT-S-26-2019 filed with the Second Civil Court of Santiago (Labor Matters), the undersigned have agreed to terminate this mediation process and to maintain the agreements specified in the 2005 Protocol, except for clause 2(b) thereof, which is deleted, the rest of the obligations in said Protocol thus remaining in effect.

Additionally, the Statement provides that: We avail ourselves of this opportunity to thank you for the NCP readiness to support the parties in the mediation process conducted in line with OECD Guidelines for Multinational Enterprises and to provide a forum for dialogue and settlement of disputes raised.

In the light of the agreement reached by the parties, the NCP suggested to sign a new Protocol. Despite the absence of an agreement to such end, the NCP resolved to attach to the final

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statement, as an annex, the Protocol signed in 2005 clarifying the section which deletion was agreed upon, thus terminating this specific instance.

6.1 Comments and recommendations by the NCP

The Chilean NCP appreciates the willingness of the parties to hold a dialogue and reach an agreement, both in and out of the procedures before the Chilean NCP.

Although no direct dialogue meetings were held, the preliminary negotiation process demonstrated the readiness of both parties to see the situation from each other's perspective. The Chilean NCP trusts that said process has contributed to the agreement subsequently reached at during the conciliation process before the Second Civil Court of Santiago.

Without going into the substance of the issue, the NCP considers that the agreement reached at the Conciliation Process is in line with the recommendations in the Guidelines, as it arises from the direct dialogue between the parties, based on the consultation and cooperation between the enterprise, workers and their representatives in matters of common interest.

Considering the above, the Chilean NCP ends this final statement by making the following recommendations:

Recommendation of the Chilean NCP for both parties

We congratulate both parties for their constructive attitude and the agreement reached and recommend them to keep holding consultation and maintaining cooperation between the enterprise, workers and their representatives in matters of common interest. Within such context, the parties are recommended to ensure compliance of the updated Agreement Protocol by means of an effective, constructive dialogue.

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Recommendation by the Chilean NCP for the enterprise

We congratulate the enterprise for taking into account the Guidelines throughout the process before the NCP. The NCP avails itself of this opportunity to remind the enterprise of the importance of maintaining the implementation of Due Diligence based on corporate management risks under the OECD guidelines.

6.2 Follow-up

The Chilean NCP will follow up the recommendations in number 6.1 of this final statement. To such end, each party shall prepare a compliance report as at June 2021 addressed to the NCP. The NCP will send a communication a month in advance of the submission of the report by each Party. The NCP will assess the reports and provide feedback to the parties and eventually recommendations at eventual meetings and by means of a public follow-up report.

Irrespective of the above, considering that the Agreement Protocol signed by both parties has kept in effect the provisions in Annex I, the NCP is at the disposal of the parties for consultation purposes and offers them a neutral dialogue forum on any issue connected with the signed Protocol.

According to the Guidelines, confidentiality must be kept during the procedure. Information and opinions provided during the proceedings shall be confidential, unless the party concerned consents to the disclosure of the information or views or where confidentiality contravenes the provisions in the domestic laws and regulations.

It is noted that in the specific instance process, the social situation of Chile since October 2019 and the pandemic since March 2020 had an impact on NCP's processing capabilities;

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therefore, the understanding of the parties is much appreciated.

According to the transparency principle governing the NCP duties, the final statements are published in the NCP's website and informed and sent to OECD Working Group on Responsible Business Conduct.

Before issuing the *final statement*, the parties are afforded the opportunity to comment on its draft, bearing in mind that the NCP - which shall define the final version of this document - is always responsible for its drafting.

The Chilean NCP appreciates the commitment shown by both parties, as well as the support by the NCPs of the United Kingdom and The Netherlands in the development of this specific instance.

Marcela Paiva Véliz

Chilean National Contact Point before OECD
Responsible Business Conduct Division - SUBREI

ANNEX I

UPDATED AGREEMENT PROTOCOL

AGREEMENT PROTOCOL BETWEEN UNILEVER CHILE AND *CENTRAL UNITARIA DE TRABAJADORES DE CHILE*

1. INTRODUCTION

Union No. 1 of Unilever Chile (hereinafter the "enterprise") is a member of *Central Unitaria de Trabajadores de Chile* (CUT). In the light of said relationship, CUT, on June 8 of the present year, filed a submission before the OECD National Contact Point (NCP) in Chile.

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CUT's submission¹ alleges a number of infringements by the enterprise of regulations contained in OECD Guidelines for Multinational Enterprises and in domestic laws and regulations. The case began late in December 2004 and early January 2005, when the enterprise informed the union, workers and employees of the closure of some plants and the reorganization deriving therefrom. Reference is also made to an event having occurred in 2003.

In its reply, the enterprise explained that said closure was due to adjustments required by the competitive nature of the market and that the enterprise had borne significant financial costs to compensate, in several forms, workers and employees laid off for the said reasons. The amount of compensation, in the opinion of the enterprise, exceeds by far the amounts set in the prevailing domestic laws and regulations. It also acknowledged that between January and May 2005, the dispute arising from the closure of two plants had a negative impact on the relationship with Union No. 1, which hindered a fluid dialogue between the parties.

The NCP has processed all the information provided by the parties, both oral and written, and the information obtained from several meetings attended by representatives from Unilever, *Central Unitaria de Trabajadores*, Union No. 1 of the enterprise and Union No. 2 of Workers. This latter union is not

1 In the NCP's Final Report, to be delivered in October, details will be provided of CUT's submission and the defense of the enterprise, as well as of the procedure and proceedings by the NCP in this case.

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a member of CUT; however, the NCP heard its allegations on the matter to enhance its vision about the working relationship in the enterprise as a whole.

As a result of the above proceedings consensus was reached at in the below five points.

2. Agreements

These agreements are based on two premises making them coherent and providing a context to restore normal relations between the enterprise and union No. 1.

Premise one: the Enterprise asserts that it has always acknowledged the irreplaceable role - which is hereby reaffirmed - played by the union in its capacity as workers' representative. This acknowledgment extends not only to union leaders, but also to its members and the right to associate to such federations and/or entities as the union may determine. The union, on the other hand, also acknowledges that before the closure of the plants it held a normal, good relationship with the enterprise.

Premise two: both the enterprise and CUT acknowledge the mediator role played by the National Contact Point before the OECD. This role was based on the fact that Chile signed the OECD's instrument known as "OECD Guidelines for Multinational Enterprises". The enterprise - a multinational enterprise which parent is related to two OECD country members - and CUT, in its capacity as Chilean union association, acknowledge the validity of such instrument.

The following agreements were reached at:

a. The reorganization process deriving from the closure of two plants - which resulted in the layoff of workers, as well

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as compensation in several ways - is understood by both parties as a process separate from the collective bargaining to be soon conducted.

As regards the reorganization, particularly workers, it is stated that the process is nearly fully implemented, there being approximately 20 workers to be laid off in the rest of the year. The process will conclude in January 2006. As regards the members of Union No. 1, the enterprise knows their identity and workers have been informed of their situation. Additionally, the Union is knowledgeable of the compensation already paid to workers dismissed and of that payable to workers who will be laid off until January 2006.

Regarding collective bargaining, it will conform to any of the methods established in the Labor Code, the union will be provided with all the information required to such end and union leaders and members will have all the rights proper to their office according to the prevailing laws and regulations.

b. ~~Outsourcing or subcontracting of porter's and distribution services:~~

~~The enterprise guarantees that, at this moment, there is no intention to outsource said services. Any eventual change on the matter will be informed to Union No. 1 at least 6 months in advance.~~

c. So-called annual social contribution traditionally provided to workers during past years.

The enterprise is ready to maintain the contributions actually made in the past years for the several social and cultural activities carried out throughout the year. An amount of CLP 14,000,000 (fourteen million Chilean pesos) is fixed to

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such end, which will be deposited every January into the Union No. 1's account for summer vacations in Las Cruces. This benefit - considering the date of delivery, its amount and other details - will be included in the next contracts or collective agreements, as appropriate, if agreed upon by the parties.

d. Implementation of this Protocol

It is understood that the next collective bargaining process will differ in its contents and procedures from the matters discussed and agreed upon in this case before the NCP.

In this regard, the NCP will see for the implementation of each and every agreement in this protocol, except for the contents and procedures of the collective bargaining. To such end, the NCP shall make the arrangements necessary before the parties to this protocol.

e. Eventual hiring by other enterprises of part of the workers laid off.

The enterprise stated that it cannot make such a commitment as it is beyond its power. However, without it being a binding agreement, the enterprise is ready to try it and to provide its best opinion about its former workers.

Finally, it is reaffirmed that the parties appreciate the agreement reached thanks to the mediation of the National Contact Point and undertake to honor the dialogue spirit having facilitated the subscription of this Protocol. Within this framework, any information or comments about the case shall be consistent with such spirit.

Signed by:

José A. Tanhaus

Arturo Martínez

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Unilever Chile
Human Resources
Director

*Central Unitaria de
Trabajadores*
President

Claudio Rojas Diaz
National
Responsible Officer
OECD National
Contact Point

Santiago, October 2005

ANNEX II: PROCEDURE BEFORE THE NCP

Proceedings to the initial statement

- * On April 15, 2019, the NCP acknowledged receipt of the submission by the union.
- * On April 29, 2019, the NCP served the enterprise by registered mail.
- * Between May 14 and 20, 2019, the NCP of the United Kingdom and The Netherlands were informed.
- * On May 24, 2019, the reply by Unilever was received.
- * On June 20, 2019, a meeting was held with the NCP of the United Kingdom and The Netherlands to share views about the notice received.
- * On July 27, 2019, the NCP held a meeting with the union.
- * On April 26 and July 18, the NCP held a meeting with the enterprise.
- * Between May and July 2019, the NCP also received three official letters from courts of justice in connection with several cases, whereby information was requested on the Protocol

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signed in 2005 and/or the notice sent to the NCP. Additionally, the NCP received three letters from the Chilean Congress requesting information on the same matters, particularly from the Lower Chamber, the Labor and Social Security Committee of the Lower Chamber and the Labor and Social Security Committee of the Upper Chamber. Replies were given to all six letters.

* On August 9, 2019, the union was asked about any possible additional cases connected with the submission.

* On August 12, 2019, submitters were requested to rectify the recommendations cited, as the prior Guidelines were used.

* On August 16, 2019, the Union replied to the submission by sending a clarification document.

* On October 29, 2019, the Chilean NCP sent a draft initial statement to the parties.

* On November 3, 2019, comments to the initial statement were received from the enterprise.

* On November 8, 2019, comments to the initial statement were received from submitters.

* On November 11, 2019, the initial statement was sent to both parties and good offices were offered.

* On November 13, 2019, the offer was accepted by both parties.

Good offices

* On December 20, 2019, both parties were sent the Mediation Terms of Reference (ToR) and the Confidentiality Agreement.

* On December 31, 2019, comments to the ToR were received from the enterprise.

* On January 3, 2020, a draft ToR, integrating the comments made, was sent to the enterprise.

* On January 7, 2020, the amended ToR was shared with

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submitters.

* On January 23, 2020, the union was asked for comments to the ToR.

* On January 24, 2020, a reply was received from the union, excusing for the delay in replying and making some comments.

* On January 24, 2020, the NCP of The Netherlands was sent a translation into English of the initial statement, at its request.

* On March 9, 2020, the draft ToR, integrating the union's comments, was shared with the enterprise.

* On March 16, 2020, a representative from the union informed the NCP that, in one of the existing parallel cases, a Settlement had been concluded, the dispute having been terminated. On March 18, 2020, the same information was received from the enterprise.

* On March 26, 2020, the union sent a Letter to the NCP informing of the termination and attaching a Settlement Record.

* On May 13, 2020, a proposed new Protocol - consistent with the then situation - was sent to the parties.

* On June 12, 2020, after receiving comments to the proposal from both parties, the Chilean NCP sent the draft final statement to the parties.

* On June 24, 2020, comments to the final statement, made by the submitters and the enterprise, were received. On June 25, 2020, discussions were held with both parties as regards comments received.

* On June 30 and July 7, 2020, upon request, information was shared with the NCP of The Netherlands.

* On July 7, 2020, a new draft final statement was sent to both

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parties for final consultation.

* On July 10, 2020, the final version was sent to the parties.
The final statement was published and the specific matter was
terminated.

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TRANSLATED BY ANA MARÍA MUÑOZ S., RESOLUTION No. 118 OF JULY 15, 1991.
DONE at SANTIAGO, CHILE, on this 17nd day of August, 2020.

ALEJANDRA VERGARA ZAPATA
TRANSLATOR

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Revised by the Chilean NCP, on the 09th day of November 2020.
In case of discrepancy, the Spanish version shall prevail.

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