

Final Statement on the case Escapes Santander – Minera Escondida Limitada

Non-official English translation

1. Case background

The company Escapes Santander submitted a complaint on 19 December 2011 for non-compliance with the OECD Guidelines for Multinational Enterprises (hereinafter the Guidelines) to the Chile's National Contact Point (NCP), against Minera Escondida Limitada, a company operated by BHP Billiton.

The complaint claimed that Minera Escondida Limitada had infringed its industrial property rights over various safety devices for heavy and light vehicles used in mining operations, by promoting their use and commercialisation by other companies, and acting as a "promoter of bad corporate practices"¹—which was defined as a breach of the Guidelines. These industrial designs were registered with the National Institute of Industrial Property (INAPI) by Mr. Marco Santander López and were incorporated by Minera Escondida Limitada in the "Operational Standard 2.18 on Light Vehicles".

It should be noted that, on 30 January 2009, Minera Escondida Limitada and Escapes Santander signed a Letter of Agreement in the city of Antofagasta. In said document, the parties recognised the ownership – in an exclusive and excluding manner – of the industrial property rights of Escapes Santander and the exclusive right for the manufacture and commercialisation of the "roll bar for pickup trucks" and the "roll bar for minibuses", registered under Nos. 4692 and 4693 in the "Register of Industrial Property Patents of the Department of Industrial Property", respectively². Furthermore, the Agreement established the applicant's right to "authorise third parties to use, manufacture and commercialise the same under any form or modality"³.

In said Letter of Agreement, Escapes Santander authorised Minera Escondida Limitada to use the aforementioned designs "without any form of compensation whatsoever"⁴, as "examples of protection devices for people in the event of rollovers"⁵. The same was done with respect to the official documents of Minera Escondida Limitada, "especially in matters related to safety standards for vehicles or equipment"⁶.

Furthermore, in the fourth paragraph of said Letter of Agreement, Minera Escondida Limitada stated that it would continue urging its contractors and subcontractors to "respect the

¹ Submission dated 1 February 2012 by Escapes Santander.

² Letter of Agreement signed by Antonio Santander López, General Manager of Escapes Santander, and Pedro Correa Guzmán, Procurement Manager of Minera Escondida, on 30 January 2009, at the 4th Notary Office of the city of Antofagasta.

³ Letter of Agreement, second paragraph.

⁴ Letter of Agreement, third paragraph.

⁵ Ibid.

⁶ Ibid.

aforementioned rights of third parties”⁷. Finally, in the sixth paragraph, Minera Escondida Limitada undertook to ensure “that contracts entered into with light vehicle rental service companies include a clause respecting Industrial Property rights, particularly those referred to in the first section above, for the duration of their validity”⁸.

The NCP began its work by meeting separately with the parties in order to receive additional and necessary background information for an adequate understanding of the issue. In this way, five meetings were held with Escapes Santander (on 6 January, 2 May, 10 July, 8 August, and 5 November 2012) and five meetings with Minera Escondida Limitada (on 3 April, 15 June, and 17 August 2012; and on 1 and 11 April 2013⁹).

Likewise, two joint meetings were held in order to foster a dialogue between the parties: on 22 October 2012 and 3 April 2013.

Despite the difficulties observed during said meetings, the NCP attempted to create a space for dialogue between the parties to assess the possibility of reaching an agreement that could overcome the existing differences between them.

In this context, the NCP suggested that the complainant party set aside its potential claim for compensation for the possible infringement of industrial property law and focus instead on different proposals – more global than individual – that could allow for an agreement to be reached.

Escapes Santander accepted the suggestion made by the NCP during the joint meeting held on 22 October 2012 and produced a document with proposals on 9 November of the same year, which addressed the issue of the relationship between Minera Escondida Limitada and its suppliers, the impact of the case on regional development, and the promotion of innovation through the generation of patents in SMEs. The proposal set out thirteen lines of action, such as “raising awareness among BHP employees”, “contributing with measures and/or means of redress for the situation affecting E. Santander”, “influencing and demanding that suppliers – vendors – respect industrial and intellectual property rights”, and “terminating and/or suspending all contractual relationships with suppliers – vendors that do not comply with the standards”¹⁰.

Minera Escondida Limitada did not express a favourable reception of the document submitted by Escapes Santander on 9 November, arguing that it was “unfounded and merely one more form of pressure exerted by Mr Santander against Escondida in order to obtain enrichment not supported by applicable legislation [...] we request that the NCP terminate the current procedure initiated by Mr Santander”¹¹.

On 8 April 2013, the NCP decided to request the following information from the parties regarding the general interest at stake in the case and the relationship between Minera Escondida Limitada and its suppliers:

- a) In the case of Escapes Santander, it requested information about the situation of Minera Escondida Limitada’s suppliers and any potential abuses by the multinational company; and whether the complaint represented a potential harm to the public interest or a

⁷ Letter of Agreement, fourth paragraph.

⁸ Letter of Agreement, sixth paragraph.

⁹ The latter with the procurement team.

¹⁰ A copy of said document is attached.

¹¹ Submission by Minera Escondida Limitada dated 1 March 2013.

generalised practice, rather than a conflict solely between private parties, in which only Escapes Santander would have been involved, among other aspects.

- b) In the case of Minera Escondida Limitada, it requested information on its policy regarding relationships with its suppliers and contractors, among other matters.

2. The complaint by Escapes Santander

Mr Marcos Santander, owner of the company Escapes Santander, based his claim on the creation and development of improvements to a series of safety devices for heavy and light vehicles entering mining sites. Specifically, these devices include:

- a) interior rollover protection bar for pickup trucks;
- b) ii) interior protective cage for minibuses; and
- c) iii) protective structure for the rear window of pickup truck cabins.

These industrial designs were registered by Escapes Santander under Nos. 4692, 4693, and 5181 with the National Institute of Industrial Property (INAPI); and were incorporated by Minera Escondida Limitada into the "Operational Standard 2.18 on Light Vehicles" over a period of 4 years and 5 months¹² for the operations of said multinational.

According to Escapes Santander, a consequence of this inclusion was that these safety standards had to be met by all contractors operating at the company's mining sites. Thus, according to Escapes Santander, Minera Escondida Limitada not only infringed the rights related to industrial privileges — by incorporating them into its safety standards — but also encouraged the use and commercialisation of these designs by other contracting companies, without prior authorisation from the holder of such rights.

Escapes Santander stated that companies and individuals who manufacture, commercialise, or use the safety designs patented by Marcos Santander would be acting in breach of the law, adding that the company "will undertake legal action, in the same way it has done with MEL¹³ Ltda."¹⁴ That is, those who may feel represented by this action before the NCP in relation to alleged abusive practices by Minera Escondida Limitada would, at the same time, be potential targets of legal action by Escapes Santander.

The substantive allegation refers to a potential breach of the Guidelines due to the incorporation by the multinational company of the designs mentioned in "Operational Standard 2.18 on Light Vehicles". This Standard includes a clause regarding respect for intellectual property rights, and, as claimed, without adopting a proactive approach to require its suppliers to contact Escapes Santander to request the corresponding authorisations.

Although the aforementioned designs were removed from "Operational Standard 2.18 on Light Vehicles" in November 2010, Minera Escondida Limitada is said not to have acted as a promoter of good corporate practices or of trust-based relationships with its suppliers, nor of high management standards in local companies. This, as a result of conduct that may have encouraged the manufacture, commercialisation, and use of said designs by third parties.

In relation to the Guidelines, Escapes Santander stated that the multinational company had allegedly failed to observe the following General Policies:

- a) No. 3: "Encourage local capacity building through close co-operation with the local

¹² From June 2006 to 17 November 2010.

¹³ Minera Escondida Limitada.

¹⁴ Submission by Escapes Santander on 1 February 2012.

community, including business interests, as well as developing the enterprise's activities in domestic and foreign markets, consistent with the need for sound commercial practice."

- b) No. 6: "Support and uphold good corporate governance principles and develop and apply good corporate governance practices, including throughout enterprise groups."
- c) No. 10: "Carry out risk-based due diligence, for example by incorporating it into their enterprise risk management systems, to identify, prevent and mitigate actual and potential adverse impacts as described in paragraphs 11 and 12, and account for how these impacts are addressed. The nature and extent of due diligence depend on the circumstances of a particular situation."¹⁵

On 1 February 2012, Escapes Santander expanded its claim, noting that Minera Escondida Limitada had also breached the provisions of Chapter IX of the Guidelines on Science and Technology. Specifically, it extended its claim to what is set out in point 2 of said Chapter, which states that companies shall "Adopt, where practicable in the course of their business activities, practices that permit the transfer and rapid diffusion of technologies and know-how, with due regard to the protection of intellectual property rights." Escapes Santander also referred to points 93 and 94 of the Commentary on the Guidelines, noting that their purpose lies in the idea that multinational enterprises should be "Multinational enterprises are the main conduit of technology transfer across borders."¹⁶ According to Escapes Santander, this objective had also not been fulfilled.

3. The arguments presented by Minera Escondida Limitada

Minera Escondida Limitada, in response to the claim submitted, acknowledged the accidental and temporary inclusion of two technical drawings for informational and non-commercial purposes in its safety standard without the express authorisation of Mr Santander¹⁷. It also noted that the merely demonstrative use of a two-dimensional drawing illustrating a three-dimensional object protected by an industrial design did not constitute an infringement under the applicable national legislation.

Minera Escondida Limitada also stated that the facts alleged by Mr Santander did not indicate any bad practice or corporate policy of the company, as they concerned a specific conflict between two private parties, based on events that had already occurred and concluded. It also explained the details of its corporate policies, whose objectives were to ensure ongoing compliance with the Guidelines, including community development plans and programmes.

Furthermore, Minera Escondida Limitada noted that "Mr Santander has not provided any evidence to support the conclusion that any contractor of Escondida has used the rollover bars and rear windows referred to in Industrial Designs Nos. 4692, 4693, and 5181."¹⁸

On another note, Minera Escondida Limitada stated that it "has internal procurement processes that protect the intellectual property of suppliers. Firstly, the internal standard contracts used by Escondida include clauses concerning the protection of intellectual property, requiring suppliers to comply strictly with these provisions. Secondly, both the Procurement Department and the Legal Department remain permanently alert to any claims of intellectual property infringement, and if they conclude that there has been non-compliant conduct, they rectify the situation."¹⁹

¹⁵ OECD Guidelines for Multinational Enterprises. General Policies. Number 3, 6 and 10.

¹⁶ OECD Guidelines. Commentary on Science and Technology. Number 93.

¹⁷ Submission by Minera Escondida Limitada dated 15 June 2012, point 2.a.

¹⁸ Document submitted by Minera Escondida Limitada on 15 June 2012.

¹⁹ Document submitted by Minera Escondida Limitada on 1 March 2013.

In conclusion, they argued that the facts presented “did not constitute nor indicate any infringement by Escondida of the Guidelines.”²⁰

4. The scope of action of the National Contact Point (NCP)

It is worth noting that the Guidelines establish that “Obeying domestic laws is the first obligation of enterprises. The Guidelines are not a substitute for nor should they be considered to override domestic law and regulation. While the Guidelines extend beyond the law in many cases, they should not and are not intended to place an enterprise in situations where it faces conflicting requirements. However, in countries where domestic laws and regulations conflict with the principles and standards of the Guidelines, enterprises should seek ways to honour such principles and standards to the fullest extent which does not place them in violation of domestic law”²¹. In this regard, from the NCP’s perspective, compliance with national legislation is an element that must be taken into consideration, but it does not fall within its scope of action in this situation.

Nonetheless, given the existence of judicial and administrative proceedings that are being carried out in parallel, the NCP understands its role as a complementary element to such proceedings, provided that it does not cause serious harm to any of the parties involved in those proceedings, nor assume responsibility for matters under the jurisdiction of the courts or other administrative bodies. It is worth recalling that the Guidelines establish that “When assessing the significance for the specific instance procedure of other domestic or international proceedings addressing similar issues in parallel, NCPs should not decide that issues do not merit further consideration solely because parallel proceedings have been conducted, are under way or are available to the parties concerned. NCPs should evaluate whether an offer of good offices could make a positive contribution to the resolution of the issues raised and would not create serious prejudice for either of the parties involved in these other proceedings or cause a contempt of court situation.”²²

According to the information provided to this NCP, the following actions are pending before administrative and judicial authorities:

- A criminal complaint filed by Mr Marco Santander López against those deemed responsible for the offences of unauthorised use of a work, artistic performance, production or broadcast protected by law, in accordance with Law No. 17.336 on Intellectual Property; and the manufacture, use, introduction or importation for commercial purposes of a creation without authorisation, in accordance with Law No. 19.039 on Industrial Property.
- An annulment action filed by Minera Escondida Limitada before INAPI, challenging the industrial property titles obtained by Escapes Santander for Industrial Designs Nos. 4692, 4693, and 5181. In this regard, it should be noted that on 17 June, the annulment action concerning Industrial Design No. 4692 was rejected by INAPI, a decision which has been appealed by Minera Escondida Limitada.
- A criminal complaint filed by Minera Escondida Limitada against Mr Marco Santander López for the offence set out in Article 67(b) of Law No. 19.039.

In light of the above, in the Statement dated 2 October 2012, the NCP defined the parameters

²⁰ Ibid.

²¹ OECD Guidelines for Multinational Enterprises. Concepts and Principles. Number 2.

²² Commentary on the Implementation Procedures of the OECD Guidelines for Multinational Enterprises. Commentary on the Procedural Guidance for NCPs. Number 26.

within which its actions would be confined in this case, establishing that it would not address any matter that was being discussed before the courts of justice or other national administrative bodies. Accordingly, the NCP decided not to analyse compliance with Chilean regulations concerning the protection of industrial property rights, as that matter was already being addressed by the courts.

Therefore, the NCP stated that any potential breach of national legislation relating to industrial property rights does not fall within the scope or mandate of this NCP, which would instead limit its review to assessing whether the situation presented constituted a breach of the Guidelines, referring to Chapter IX on Science and Technology solely as a general reference.

As a result, the NCP considered that its sole role was to offer its good offices and help lay the groundwork for a possible resolution of the issues raised from the perspective of the Guidelines. This is how it sought to conduct the two meetings between the parties mentioned in point No. 1 of this Final Statement, as well as the other efforts undertaken by this NCP.

5. Considerations regarding the specific case submitted to the NCP

The decision to resolve a problem or to address it through the appropriate channels – judicial or administrative – is a sovereign matter for any company or other public or private entity, and is not necessarily related to the Guidelines or to Corporate Social Responsibility (CSR). On the contrary, it would be directly related if the said decision had involved a clear component of public interest.

A harmonious relationship between two companies – especially when one is a multinational and the other is an SME – is, without a doubt, a matter of interest from the perspective of CSR in general, and the Guidelines in particular. It should be noted that in this case, the submitter is a single company and not a group of them²³. If, on the contrary, several companies were involved, it would be appropriate to conduct a more in-depth analysis of the relationship between Minera Escondida Limitada and its suppliers. The matter, then, would clearly have a social dimension, affecting the group of companies in the region and would not constitute a situation of an individual nature.

In light of the reviewed information, which was taken into consideration during the processing of this case, it was not possible to demonstrate that the situation under discussion involved a general public interest. On the contrary, the private nature of the dispute is reinforced by the background information provided.

Indeed, based on the supporting information submitted, it follows that the interests affected by the reported situation are limited to a single company (Escapes Santander). This conclusion is based on the fact that the situation concerns a commercial relationship, and therefore a private one, with no other companies having expressed or supported this claim before the NCP.

Notwithstanding the arguments put forward by Escapes Santander, it could not be proven that contractors were compelled to use the designs included in the “Operational Standard 2.18 on Light Vehicles.” Rather, it appears that there was an expectation that this would occur, with the potential for commercial benefit to that company.

Despite the request made by Escapes Santander²⁴, a possible visit to the Antofagasta region to

²³ Moreover, it would be those companies within that group who are allegedly making use of the designs patented by Escapes Santander, without its authorisation.

²⁴ In its submission dated 23 April 2013.

gather information on the situation of the suppliers and verify the possible existence of abuses by Minera Escondida Limitada was not considered by this NCP. Nearly two years after the start of this matter, it is not plausible to gather more information than what has already been submitted by both parties²⁵. Likewise, the purpose of such a visit was not clearly argued, especially as it would open the discussion to a different thematic angle, perhaps linked to the perspectives and quality of Minera Escondida Limitada's contribution to regional development—matters which, although potentially relevant from the standpoint of CSR and the Guidelines, were not the central focus of the complaint.

The uncertainty and lack of clarity as to whether other companies were being affected by the same issue is also a relevant factor considered in making this decision. It is not the NCP's responsibility to gather information on its own initiative to substantiate the allegations made; rather, it is the responsibility of the party that submitted the complaint. This is because it is not the NCP's role to act as an oversight body with investigatory powers, but rather to provide a space for dialogue and, where possible, to mediate using its good offices, when a specific instance justifies the intervention of the NCP.

On another note, it is noteworthy that the inclusion of Escapes Santander's designs in Operational Standard 2.18, as defined by Minera Escondida Limitada, is described as being for illustrative purposes, accidental and temporary²⁶, even though it lasted for a prolonged period of four and a half years. Likewise, despite the efforts of this NCP to bring the parties closer, it should be noted that Minera Escondida Limitada, although always showing a willingness to engage in dialogue, was not willing to consider the position of Escapes Santander. It deemed the matter to be a private dispute between parties, without basis in current Chilean law, and believed that the proper forums for addressing this situation were not before the NCP. Moreover, it viewed the actions of the company as an attempt to gather arguments to strengthen its legal or political claims before the courts or other administrative and political bodies. Notwithstanding this, Minera Escondida Limitada had already reached a sort of agreement with Escapes Santander, signed in the city of Antofagasta on 30 January 2009, regarding the same facts presented before this NCP.

It should be added, finally, that the NCP is by definition an instance that remains permanently open to receiving claims from individuals regarding potential breaches of the Guidelines, and that it assesses such claims in light of the information submitted to it.

With regard to due diligence, it is defined by the Guidelines as "the process through which enterprises can identify, prevent, mitigate and account for how they address their actual and potential adverse impacts as an integral part of business decision-making and risk management systems. Due diligence can be included within broader enterprise risk management systems, provided that it goes beyond simply identifying and managing material risks to the enterprise itself, to include the risks of adverse impacts related to matters covered by the Guidelines."²⁷

Due diligence is, therefore, a concept of great relevance to the Guidelines. It implies a commitment in good faith to anticipate problems and conflicts, as these can arise at any time. What is essential is to have a system in place that allows for the identification of such situations at an early stage. However, the implementation of due diligence through a risk management system does not imply the absence of disagreements or disputes. In this regard, it is worth clarifying that the existence of complaints or conflicts within a commercial relationship does not necessarily imply the presence of abuse by one company against another.

²⁵ Nearly twenty written submissions from the parties, accompanied by various annexes, which now comprise several volumes.

²⁶ Submission by Minera Escondida Limitada dated 15 June 2012, point 2.a.

²⁷ OECD Guidelines for Multinational Enterprises. Commentary on General Policies. Number 14.

It should be noted that Escapes Santander explores this issue in greater depth in its letter dated 9 November 2012, through which it submitted its comments to the first meeting held between the Parties²⁸.

In this regard, it is important to highlight that the work of the NCP must be confined to the material scope of this case and its parties. However, it must also encompass a space that goes beyond the specific interests of the parties involved.

This NCP faced the challenge of identifying a general public interest in this case, particularly because the accusations against Minera Escondida Limitada – of being a promoter of bad business practices – were always limited to the information provided by the claimant company, and not to the local community, including local business sectors²⁹.

6. Conclusion

Firstly, this NCP considers that dialogue is, in itself, a positive development that should be regarded as a permanent tool. The above allows for bridging differences, restoring trust, and finding solutions to problems commonly encountered in society. Thus, this NCP highly values the willingness to engage in dialogue, the good faith, and the commitment shown by the parties throughout the process.

Likewise, it is understood that problems often arise due to the lack of informal dialogue mechanisms, that is, alternative procedures or specific instances that allow situations to be resolved at an earlier or preliminary stage before a conflict emerges. In this context, the existence of a CSR policy must include an appropriate risk control system that enables companies to deal effectively with all types of situations—not only with their suppliers or contractors, but also with the community, workers, and all stakeholder groups who may be affected by the normal course of their operations.

In this regard, the NCP considers that it is not reproachable, from the perspective of the Guidelines, for an agent or a natural or legal person to choose to engage in dialogue, but not to negotiate, based on the belief that they have acted in accordance with the law. In this respect, it is clear that Minera Escondida Limitada could have resolved the matter earlier and, as a result, avoided a problem that has led to explanations being required before various bodies—judicial, administrative, and so on.

As previously noted, Escapes Santander has argued that Minera Escondida Limitada failed to observe the recommendations set out in General Policies 3, 6, and 10 of the Guidelines.

In this regard, it is reiterated that the work of the NCP must be limited to the material scope of this case and its parties, that is, it must be based on the information submitted, taking into consideration not only such information but also the elements that go beyond the particular interests of the parties involved.

In this regard, this NCP encountered difficulty in identifying the existence of a general interest at stake in this case, particularly because the allegations made against Minera Escondida Limitada — which refer to the company being or potentially being a promoter of bad business practices — are not conclusive, as they have always been limited to the background information provided by

²⁸ On 22 October 2012.

²⁹ Ibid.

the claimant company. This information clearly outlines a specific situation between the two companies and not allegations that impact the local community, including the local business sectors³⁰. Therefore, it has not been possible to conclude that a general public interest is at stake in this case. It would have been essential to have other companies join this case, contributing additional background information in support of the claim.

Now, regarding the specific claims submitted by Escapes Santander, the following can be stated:

- a) General Policy No. 3 of the Guidelines: According to the information received by this NCP, Minera Escondida Limitada has an active policy for the development of local capacities through various projects, such as the Cluster programme it implements jointly with local businesspeople and company contractors. The situation or specific conflict maintained by the claimant with the company does not constitute a breach of this principle, as there is no evidence to indicate that the company lacks an active policy for the development of such capacities or that its conduct towards Escapes Santander could be considered a breach of this principle.
- b) General Policy No. 6 on the principles of good corporate governance: This NCP considers that this principle is not related to the claims raised by Escapes Santander, as this principle seeks to protect and facilitate the exercise of shareholders' rights and, more broadly, to ensure the integrity of the company's accounting and financial information systems, by establishing appropriate control mechanisms to protect the rights of stakeholders. Therefore, it is concluded that, based on the allegations described by the claimant, there is no link between the facts presented against Minera Escondida Limitada and this General Principle.
- c) General Policy No. 10: According to point No. 3 of this Statement, Minera Escondida Limitada has implemented a risk management policy in its relations with suppliers, as part of its decision-making process, specifically for contracts with its suppliers. As previously stated, the mere fact of implementing the principle of due diligence in the course of business activities does not prevent conflicts from arising, but rather reduces the likelihood of their occurrence. Therefore, the mere existence of a conflict between Escapes Santander and Minera Escondida Limitada is not sufficient evidence to demonstrate that the latter is in breach of the Guidelines. Furthermore, as previously noted, the information considered by this NCP does not confirm the existence of other companies that substantiate or support the arguments put forward by Escapes Santander. As a result, it has not been possible to determine whether the conflict presented corresponds to an isolated situation or to a broader pattern of conduct by the company in its dealings with suppliers. To date, no new claimants or information from other companies in similar situations to that raised by Escapes Santander have been submitted.

In conclusion, no general public interest can be discerned in this case that would justify mediation by the NCP; rather, the private nature of the claim submitted by Escapes Santander is reaffirmed. It should be noted that the specific claim submitted by Escapes Santander refers to a situation that ceased to exist when Minera Escondida Limitada removed the referenced designs from the "Operational Standard 2.18 on Light Vehicles" in November 2010. In this context, the inherent work of the NCP must be limited to circumstances that are currently in effect and that, through its intervention, may help apply the principles of the Guidelines and the mechanisms of dialogue and mediation. Any other form of remedy to redress possible damage caused should be addressed in another forum. This element constitutes a limitation to the role of the NCP and leaves the dispute at the discretion of the parties' willingness to reach an agreement, which, as has already been analysed, did not take place.

³⁰ Ibid.

Finally, notwithstanding the above, this NCP invites Minera Escondida Limitada to continue considering the importance of maintaining a good relationship with its suppliers and of promptly assessing the risks that extractive activity may pose to its surroundings, in accordance with the principles of due diligence. In this regard, a sound CSR policy is a permanent task, with clear and ongoing opportunities for improvement and for consideration of the interests of those actors involved in and affected by business activity, particularly extractive activity. This is especially relevant given the importance of the mining industry in a region such as Antofagasta, and the contribution it can make to the country from the perspective of sustainable development.

In any case, this NCP is a permanent body and, therefore, will always be willing to build bridges between stakeholder groups and multinational enterprises, within the framework of a dialogue aimed at harmonising positions and achieving constructive solutions.

Based on the above considerations and analysis, in the view of this NCP, the case submitted for its consideration by Escapes Santander against Minera Escondida Limitada has not provided sufficient evidence to establish a breach of the OECD Guidelines for Multinational Enterprises.

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OECD Guidelines for Multinational Enterprises

Non-official English translation. In case of discrepancy, the Spanish version of this Final Statement shall prevail.