

Vancouver, October 5th, 2020

**Business & Human Rights Resource Centre,**

**Attn: Hannah Matthews,** Latin America Researcher

**Mauricio Lazala,** Deputy Director

**Delivered via email:** [matthews@business-humanrights.org](mailto:matthews@business-humanrights.org); [lazala@business-humanrights.org](mailto:lazala@business-humanrights.org)

***Subject:** Solaris' response to false accusations against the Strategic Alliance signed between the Shuar communities of Warints and Yawi and Solaris Resources and the IBA signed for the advancement of the Warintza Project.*

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Dear Ms. Matthews and Mr. Lazala,

In relation to the response requested regarding the Strategic Alliance and the IBA signed for the advancement of the Warintza Project, this letter, shall rectify the false accusations made and maliciously propagated, and without consideration of:

- The self-determination of the Shuar communities of Warints and Yawi that voluntarily opted to work for over three years. The relationship has been built between the Parties through a process of reconciliation, collaboration and association, under full exercise of their collective rights, recognized by the Constitution of the Republic of Ecuador<sup>1</sup>, the laws and by duly ratified international instruments that guarantee indigenous peoples' right to "preserve and develop their own forms of coexistence and social organization, generation and exercise of authority in their legally recognized territories and community lands of ancestral ownership", as provided in Article 57, section 9 of the Constitution.
- The propagation of internal conflict and division between communities and Shuar Centres, and the consequential multiplier effect on Shuar lands in Ecuador. Particularly, we emphasize the lack of respect for decision-making and self determination of Warints and Yawi<sup>2</sup>, the criticism,

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<sup>1</sup> Art. 57 of the Republic of Ecuador's Constitution: "The following collective rights shall be recognized for and guaranteed to Indigenous groups, communities, towns and nations, as provided in the Constitution and ratified agreements, declarations, treaties and other human rights instruments: 1. Preserve, develop and strengthen, freely, their identity, feeling of belonging, ancestral traditions and ways of social organization".

<sup>2</sup> Art. 3 UN Declaration on the Rights of Indigenous Peoples "Article 3.- Indigenous peoples have the right to self-determination. This guarantees the right to freely determine their political condition and the right to freely pursue their form of economic, social, and cultural development.

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speculation and spread of fake news in attempts to impose their version of the truth on public opinion.

- The consequences of attempts to undermine the milestones and successes achieved between the Shuar communities of Warints and Yawi and Solaris Resources including:
  - The Prior Consultation Pilot Project achieved between the Shuar communities (Warints and Yawi) and the Ecuadorian Government by means of the Ministry of Energy and Non-Renewable Natural Resources, with support from the company (Solaris Resources);
  - The Strategic Alliance and the Board's role;
  - The Covid-19 biosafety developed by our occupational health and safety department;
  - The IBA signed on July 28th, 2020.

## **To begin we point out the following key information:**

- The life and local development of the Shuar communities of Warints and Yawi is not negotiable, and respect for their rights and community principles is far more important than any NGO's particular agenda or Project. Civil participation and intercultural dialogue are fully endorsed and practiced in the heart of the Condor Mountain Range.
- Democracy is built through the development and practice of spaces that guarantee Access to information, citizen participation in decision making; the culture of dialogue is an inalienable part of the Shuar Centres' heritage.
- The Shuar Arutam People's Organization has been manipulated by anti-mining organizations in Ecuador. PSHA has been part of the Strategic Alliance since the start of the company's mining project activities. Therefore, Mining Watch's allegations are surprising and prove their anti-mining agenda as they speculate that the genuine process of dialogue carried out in good faith would be implemented in the communities without respecting the decision of their People, which have been duly and legally recognized in Community General Assembly procedures. The Shuar communities of Warints and Yawi continue to suffer abuse, attacks, and rejection due to

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Article 4.- Indigenous peoples, in exercising their right to self-determination, have the right to autonomy or self-government in matters relating to their internal and local affairs, as well as ways and means for financing their autonomous functions."

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the attempts of anti-mining organizations to distort information. We reiterate that this is the only risk, which is being covered on the media but not NGOs such as Mining Watch and Amazon Watch (see Appendix 5 and 8).

## A. Establishing the Truth:

**Claim #1:** Mining Watch claims the Shuar Arutam Peoples Government's (CGPSHA) press release as fact, stating that the IBA signed between Solaris Resources and the Shuar communities of Warints and Yawi is illegitimate and constitutes a violation to the right to consensus and Prior Consultation of representative institutions.

### **Response:**

- **False.** Warints has been duly recognized by the Ecuadorian State by means of the Ministry of Social Welfare in Ministerial Agreement No. 0089, dated February 6<sup>th</sup>, 2002 (See Appendix 1). Therefore, the Shuar communities of Warints and Yawi have the right to sign agreements, treaties, and other instruments, in accordance with what is provided in literal F, section 17 of the Shuar Centre Warints' Charter. It is important to mention that Article 3 of the above-mentioned Charter states that "the Centre is constituted as a legal person under private law". Further, Warints and Yawi are the communities within the direct area of influence, and therefore, are the only ones legally authorized to sign corresponding agreements.
- **In full exercise of their rights as an Indigenous group,** on July, 2020, by means of an official letter, the legally recognized chiefs of the Shuar Centres Warints and Yawi and the Coordinator of the Strategic Alliance, formally informed Lowell, a subsidiary of Solaris, of the resolution of the "**III EXTRAORDINARY ASSEMBLY**", held on July 21, 2020, which approved the signing of the letter by majority votes (see Appendix 2). The Community Assemblies are the highest governing body of the communities, in which Lowell does not interfere or influence, nor participate in said meetings.
- Between September 27 to November 28, 2019, that is, **eight months prior to signing the**

**Agreement**, in compliance with the provisions of the Ecuadorian Constitution<sup>3</sup> and laws<sup>4</sup>, the intercultural dialogue process, in Good faith, called **“Assessment of Mechanisms of Prior, Free and Informed Consultation”** was carried out between the Ecuadorian State, through the Ministry of Energy and Non Renewable Natural Resources and the Shuar Centres. This process guaranteed participation, information, dialogue, and consensus on mining public policy (see Appendix 3). Therefore, demonstrating the creation of enforcement mechanisms with which to guarantee the full exercise of their rights. It is necessary to emphasize that this process of Prior, Free and Informed Consultation mechanisms, is unique in the history of Ecuador and a Pioneer for the rest of consultation processes in mining matters, since Ecuador does not have its own legislation to carry out such consultations. In this regard, through the process, a precedent has been established, which has been developed in application of the best international practices<sup>5</sup>.

- Regarding **consent from the Shuar communities of Warints and Yawi** and their participation in the development of activities for the advancement of the Warintza Project: During 2018, in coordination with the Shuar communities as well as PSHA, and the company, we began a **‘Reconciliation Process of Dialogue in Good Faith’**. As a result of this process, Lowell Mineral Exploration, subsidiary of Solaris Resources, unconditionally returned 26 land parcels to the Shuar Centres (approximately 2500 hectares). Further, due to the trust developed between the parties, the communities invited Lowell to carry out their mining rights, allowing the Shuar Centres to organically decide, fully respecting the decisions made by their community members<sup>6</sup>.

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<sup>3</sup> Art. 57.7 of the Republic of Ecuador’s Constitution states: “7. The Prior, free and informed consultation, within a reasonable timeframe, about plans and programs for the prospecting, exploitation and commercialization of non-renewable resources that are on their lands and may affect them environmentally or culturally; Benefit from what these projects report and receive compensation for the social, cultural and environmental damages caused to them. The consultation that must be carried out by the competent authorities is mandatory and time sensitive. If community consent is not obtained, proceedings will follow in accordance with the Constitution and the law”.

<sup>4</sup> Art. 81 of the Organic Law on Citizenship Participation “Free, informed, prior consultation. – The Indigenous towns, communities, groups and nations, Afro-Ecuadorian communities and Montubio People shall be recognized and guaranteed the collective right to prior, free, and informed consultation, within a reasonable timeframe. In the case of prior consultation regarding plans and programs for prospecting, exploitation and commercialization of non-renewable resources found on their territories and lands, the indigenous towns, communities, groups and nations, Afro-Ecuadorian communities and Montubio Peoples, through their legitimate authorities shall benefit from what these projects report and receive compensation for the social, cultural and environmental damages caused to them. The consultation that must be carried out by the competent authorities is mandatory and time sensitive. If community consent is not obtained, proceedings will follow in accordance with the Constitution and the law”.

<sup>5</sup> The Inter-American Court of Human Rights, in the Case of the Kichwa Indigenous People of Sarayaku vs. Ecuador, judgement of June 27, 2012, states in para. 301 that “the State must adopt, within a reasonable time, any legislative, administrative or other type of measures that may be necessary to implement effectively the right to prior consultation of the indigenous and tribal peoples and communities, and amend those measures that prevent its full and free exercise and, to this end, the State must ensure the participation of the communities themselves.”

<sup>6</sup> Art. 57.15 of the Republic of Ecuador’s Constitution states: “15. Build and preserve representative organizations, within the framework of respect for pluralism and cultural, political, and organizational diversity. The State shall recognize and promote all their forms of expression and organization.”



**Claim #2:** Mining Watch, Amazon Watch and PSHA reject the IBA: delegitimizing the Strategic Alliance

**Response:**

- The Strategic Alliance of the Warintza Project, between Warints, Yawi, and Solaris Resources was approved in General Assemblies of the communities. This Strategic Alliance is governed by a Board of representatives of Shuar leaders from both communities, Warints and Yawi, established August 4<sup>th</sup>, 2019. The Board's role is to establish and promote direct and transparent dialogue regarding all activities related to the Warintza Project.
- Since 2017, when Solaris Resources first entered territory belonging to the Shuar communities of Warints and Yawi, the parties established good neighbourly relations for the development of the mining exploration project, Warintza. It is based on dialogue on Good faith, transparency, and participation.
- It is by means of the Strategic Alliance that Solaris Resources developed an innovative Social Corporate Responsibility (CSR) program, which promotes trust, mutual support, and cooperation, strengthening the decision-making capacity of the communities.

**Claim #3:** Mining Watch claims that Solaris Resources bypassed the legal and traditional structures of Indigenous organizations, including Art. 51 of the Constitution and Art. 5, section b of ILO Convention 169<sup>7</sup>.

**Response:**

- **False.** Precisely based on Art. 57, section 9, the process of reconciliation and dialogue in Warints and Yawi was carried out based on principles of legitimacy and representativeness, fully respecting the provisions of the Constitution of the Republic of Ecuador, in both preserving and developing Indigenous forms of coexistence and social organization, generation and exercise of authority in their legally recognized communal held territories of ancestral possession.
- It is important to mention that PSHA is an association responsible for representing and respecting the decisions and will of its member communities. In this case, PSHA is not fulfilling its duty to listen to and comply with the clearly articulated will of the communities it represents (Warints

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<sup>7</sup> Article 5. B ILO Convention 169 "the integrity of the values, practices and institutions of these peoples shall be respected;"  
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and Yawi).

**Claim #4:** Mining Watch claims that Solaris Resources has not carried out community consultations

**Response:**

- **False.** The obligation to carry out prior consultation is that of the Ecuadorian State and cannot be delegated<sup>8</sup>. However, as an application of best practice and Solaris Resources' corporate policy, the company carried out an ongoing process of social participation with the communities involved.
- Nonetheless, the following shows a timeline of events proving the democratic nature of the Shuar Centres Warints and Yawi Community Assemblies:
  - Between November 2017 and November 2018: We participated in a dialogue and reconciliation process, at which the Shuar Arutam People's Association, the Nunkui Association, the leaders of the Shuar Centres Warints and Yawi, and the company, Lowell Mineral Exploration (Solaris Resources) were all present. **This process was endorsed by the Community Assemblies Warints and Yawi.**
  - January 2019: we signed a letter of understanding between Lowell Mineral Exploration S.A. and the Shuar Centres Warints and Yawi, the witnesses being the Shuar Arutam People's Association and the Ministry of Energy and Non-Renewable Natural Resources. **The signature was carried out in a Community Assembly, held at the Community House in Warints, with majority support from members of the two communities.**
  - August 2019: We established the "Strategic Alliance Board", made up of 6 members of the Shuar Centre Warints, 6 members of the Shuar Centre Yawi, and 4 members from Lowell Mineral Exploration S.A. **The community representatives were elected during Community General Assemblies.**
  - Between September and November 2019: The Ministry of Energy and Non-Renewable Natural Resources carried out the "Assessment of Mechanisms for Prior Consultation" in the Shuar Centres Warints and Yawi. **The result was an approval and majority votes in favour of the Warintza Project.**

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<sup>8</sup> Article 15 ILO Convention 169 states; "1. In cases where the state owns mineral or other sub-surface rights pertaining to indigenous lands and wishes to explore for or exploit these resources, it must 'establish or maintain procedures through which [it] shall consult these peoples' to determine the extent to which 'their interests would be prejudiced' prior to engaging in, or allowing these activities. 2 The peoples concerned, 'wherever possible', must share in any benefits derived from these activities and receive compensation for any damages incurred."

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- June 28, 2020: Held in the Shuar Centre Warints, an “IBA” was signed between Lowell Mineral Exploration (Solaris Resources) and the Shuar Centres (Warints and Yawi) for 3-year term. The decision to sign this Agreement was made following a series of debates carried out in a **Community Assembly, June 21, with majority votes (92%) of the Shuar Warints and Yawi Centres.**
- As a result, the Shuar communities of Warints and Yawi have lived and freely exercised their right to engage in dialogue in good faith to reach agreements with the Ecuadorian State.

**Claim #5:** Mining Watch demands that Solaris Resources abstain from its supposed manipulation tactics, demands its exit, and threatens to take further action: the right to resistance Art. 98.

## **Response:**

- The attachment in Appendix 4 shows an open letter from the Shuar Centres Warints and Yawi, stating their position about Mining Watch’s allegations. We stand firmly in solidarity with our partners and reiterate the words of their leaders: *“Representatives of Amazon Watch and Mining Watch, know that here, in the depths of the Ecuadorian jungle, exist two Shuar centres that stand firm and shout to the world that we do have a voice, we are not being manipulated and we are capable of understanding and discernment to make decisions about our present and future.”* (See appendix 4).
- The relationship and engagement process between Solaris and the Shuar communities of Warints and Yawi respects all international principles and standards of Indigenous law, such as: dialogue in Good faith as a means to reaching agreements and de-escalate tension; and, culturally appropriate processes in decision-making. To the contrary, any attempt to delegitimize these would be inappropriate and demonstrates that those who make false claims and fail to understand the truth of the matter, form part of a strategic opposition web made up of actors against mining, pretending to stand by the rights of the two communities in our area of influence and deny programs pursuant to development for the collective.
- Additionally, we call upon NGOs and demand that they respect the decisions of the Shuar communities of Warints and Yawi and avoid external interference which generates division between Indigenous Peoples and Nations.

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We are grateful for the opportunity to share the truth and are available to assist in any way possible.

Sincerely,



Federico G. Velásquez  
**VP, Operations and Corporate Affairs**

Mobile: +1 604 362 4008

E-mail: [federico.velasquez@solarisresources.com](mailto:federico.velasquez@solarisresources.com)

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Cc:

- Vicente Tsakimp, Coordinador of the Strategic Alliance of the Warintza Project
- Agustin Kayuk, Trsutee- Shuar Centre Warints
- Marcelo Wachapa, Trustee- Shuar Centre Yawi
- Maria Helena Hurtado, Territory Undersecretary of the Ecuadorian Ministry of Non-Renewable Natural Resources
- Josefina Tunki, President of Pueblo Shuar Arutam
- Claudio Washikiat, Director of Territory CONAIE
- Juan Leon Pilco, Governor of the Province of Morona Santiago
- Gilberto Tsuink, Board President of the San Antonio Parish
- Tyler Wordsworth, Head of Trade Development at the Embassy of Canada in Ecuador

**APPENDIX**

**List of Attachments:**

1. Ministerial Agreement No. 0089, dated February 6<sup>th</sup>, 2002
2. IBA, signed July 28th, 2020 between the Shuar Centres Warints and Yawi and Solaris Resources Inc.
3. Summary: Pilot Project- Assessment of Mechanisms for the Implementation of Prior Consultation, Shuar Centres Warints and Yawi.
4. *Open Letter from the Shuar Centres- Warints and Yawi: To the citizens of Ecuador and the world, September 30<sup>th</sup>, 2020*
5. Article, *Prensa Minera: Nacionalidad Shuar Denuncia a ONGs Ambientalistas, October 1st, 2020*
6. *Interview on Radio Olimpica, Governor of Morona Santiago, Dr. Juan León Pilco, (original video and English transcript)*
7. *Interview on Radio la Unica, Vicente Tsakimp, representative of the Shuar communities Warints and Yawi, October 2<sup>nd</sup>, 2020 (audio)*
  - a. <https://twitter.com/Elimpactoinform/status/1311999974549446656?s=20>
8. Article, *Via Minera: Comunidades Shuar Warints y Yawi Emplazan a Mining Watch Canada, October 4th, 2020*

# MINISTERIO DE BIENESTAR SOCIAL

ACUERDO No: 0089

GONZALO TAISHA JUANA  
DIRECTOR PROVINCIAL DE BIENESTAR SOCIAL  
DE MORONA SANTIAGO

## CONSIDERANDO

Que, se ha presentado en este Ministerio, Dirección Provincial de Morona Santiago, la documentación correspondiente al CENTRO SHUAR "WARINTS", con domicilio en la Parroquia San Antonio, del cantón Limón Indanza, provincia de Morona Santiago, para que se apruebe el Estatuto, el mismo que cumple con los requisitos establecidos en el Acuerdo Ministerial No. 3354 del 12 de Septiembre del 2001;

En uso de las atribuciones:

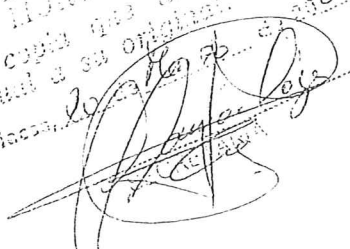
## ACUERDA

Aprobar el Estatuto del CENTRO SHUAR "WARINTS", con domicilio en la Parroquia San Antonio, del cantón Limón Indanza, provincia de Morona Santiago, SIN REFORMAS NI MODIFICACIONES.

Dado en el Despacho del Señor Director Provincial de Bienestar Social, en la ciudad de Macas, a 6 - FEBRERO - 2002

  
Prof. Gonzalo Taisha Juana  
DIRECTOR PROVINCIAL DE BIENESTAR SOCIAL  
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# ESTATUTO EL CENTRO SHUAR

## CAPITULO I CONSTITUCION, DOMICILIO, NATURALEZA Y DURACION

Art. 1 Teniendo como marco legal el ordenamiento jurídico vigente y este estatuto, se constituye el Centro Shuar " WASRIITS "

Art. 2 El domicilio principal es el centro Shuar WASRIITS, parroquia San Antonio, cantón Limón Indanza, Provincia de Morona Santiago.

Art. 3 El Centro se constituye como una persona jurídica de derecho privado, sin fines de lucro regulada por las disposiciones del Título XXIX del Libro Primero del Código Civil vigente.

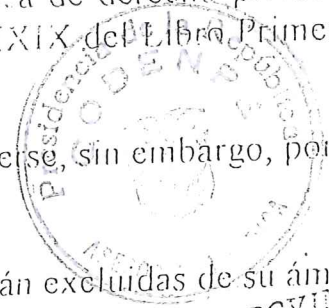
Art. 4 Se constituye por tiempo indefinido. Podrá disolverse, sin embargo, por voluntad de sus miembros o por causas legales

Art. 5 Las actividades de carácter religioso partidista están excluidas de su ámbito de acción.

## CAPITULO II DE LOS OBJETIVOS Y MEDIOS

Art. 6 Son objetivos del Centro Shuar:

- Rescatar, promover y difundir los valores nacionales, preservando nuestra identidad.
- Trabajar mancomunadamente para conseguir una vida individual, familiar y social en condiciones dignas de la persona humana.
- Planificar, desarrollar y cumplir programas de cooperación con la comunidad.
- Incentivar a sus integrantes con el propósito fundamental de desarrollar actividades orientadas a mejorar sus condiciones de vida, así como a participar de los beneficios que ofrecen los diferentes programas sociales.
- Promover el mejoramiento económico, social, cultural y profesional de los asociados y la comunidad.
- Efectuar toda clase de actividades culturales, sociales y deportivas para fomentar la confraternidad entre los socios y su comunidad.
- Organizar todo tipo de actividades, tendientes a reducir la pobreza, la indigencia y el desempleo.
- Defender los derechos y lograr el desarrollo integral de los niños y niñas, estudiantes, adolescentes, jóvenes, mujeres, discapacitados, madres y personas de la tercera edad.



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Art.7 Para el cumplimiento de sus objetivos, el Centro recurrirá a todos los medios permitidos por la Ley.

### CAPITULO III DE LOS MIEMBROS

Art. 8 Son miembros del Centro las personas que suscribieren el Acta Constitutiva y los que posteriormente fueren aceptados por la Asamblea General.

Art. 9 Para ser socio se requiere:

- Ser mayor de 18 años
- Residir dentro de la jurisdicción del centro
- No haber sido expulsado de una organización similar
- No haber sido autor, cómplice o encubridor, declarado en sentencia de delito penal.

Art. 7 Son derechos de los Socios:

- Elegir y ser elegidos para el desempeño de las dignidades del Centro o ejercer representaciones del misma.
- Participar en las actividades planificadas por el Centro.
- Participar con voz y voto en las deliberaciones de la Asamblea General.
- Presentar al directorio sugerencias y proposiciones, sobre asuntos relativos a los intereses del Centro.
- Los demás que le otorgue la Asamblea General, el presente estatuto y reglamento interno.

Art. 11 Son deberes de los socios:

- Cumplir estrictamente con todas las obligaciones determinadas en el presente estatuto.
- Asistir a las asambleas ordinarias y extraordinarias convocadas legalmente.
- Pagar cumplidamente las cuotas ordinarias y extraordinarias acordadas por la Asamblea General
- Acatar las resoluciones de los organismos directivos; y,
- Aceptar y cumplir las comisiones y funciones que le encomiende el Centro.

Art.12 La calidad de miembro se pierde por:

- Renuncia voluntaria.
- Por expulsión; y,
- Por fallecimiento.

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## CAPITULO IV DE LOS ORGANOS DE DIRECCION

Art. 13 El Centro estará dirigido por la Asamblea General y el Directorio.

### A.- DE LA ASAMBLEA GENERAL

Art. 14 La Asamblea General es el órgano supremo del Centro y estará constituida por sus miembros activos.

Art. 15 La Asamblea General será ordinaria y extraordinaria. La Asamblea General ordinaria se reunirá trimestralmente y será convocada por el Síndico. La Asamblea General extraordinaria se reunirá por convocatoria del Síndico, del directorio o a petición de la mitad más uno de sus miembros.

Art. 16 La convocatoria se hará con cuarenta y ocho horas de anticipación, puntualizando el orden del día, lugar y fecha.

Art. 17 Son funciones de la Asamblea General:

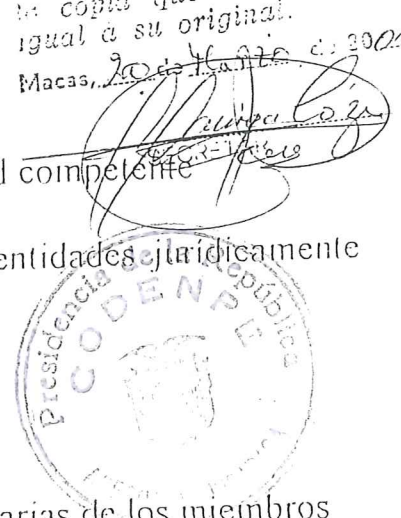
- a. Velar por el cumplimiento de los objetivos del centro
- b. Elegir a los miembros del directorio
- c. Aceptar nuevos miembros
- d. Analizar la reforma del estatuto y someterla a la autoridad competente
- e. Conocer el informe anual del síndico y del directorio
- f. Decidir o aprobar la integración del centro con otras entidades jurídicamente reconocidas
- g. Remover con justa causa a los miembros del directorio
- h. Aprobar el reglamento interno del centro
- i. Aplicar e interpretar el presente estatuto
- j. Conocer y aprobar el plan anual de trabajo
- k. Determinar el monto de las cuotas ordinarias y extraordinarias de los miembros
- l. Decidir la disolución del centro y el destino de sus bienes
- m. Autorizar las inversiones cuyos montos así lo requieran; y,
- n. Las demás que le confieran el presente estatuto

### B.- DEL DIRECTORIO

Art. 18 Se halla integrado por: Síndico, Vicesíndico, Secretario, Tesorero y tres vocales principales con sus respectivos suplentes, quienes ejercerán su función durante un período de dos años, pudiendo ser reelegidos.

Art. 19 El directorio sesionará por lo menos una vez cada mes. Las decisiones se adoptarán por mayoría simple de votos, el Síndico tendrá voto dirimente.

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Macas, 20 de Mayo de 2006.



Art.20 Son funciones del Directorio:

- a. Identificar y definir las políticas del centro
- b. Designar representantes del centro ante organismos nacionales e internacionales
- c. Conocer y aprobar proyectos cuyo monto será determinado por la Asamblea General.
- d. Contribuir a la coordinación interinstitucional
- e. Autorizar la suscripción de convenios con entidades nacionales e internacionales, de acuerdo con las normas del reglamento interno
- f. Determinar nuevos campos de actividades
- g. Las demás contempladas en el presente estatuto

## CAPITULO V DE LOS MIEMBROS DEL DIRECTORIO

Art. 21 Del Síndico; funciones:

- a. Representar legal, judicial y extrajudicialmente al Centro
- b. Cumplir y hacer cumplir el estatuto y el reglamento
- c. Convocar y presidir las sesiones de Asamblea General y Directorio
- d. Informar a la Asamblea ,y,
- e. Las demás que le asigne este estatuto y el reglamento.

Art. 22 El Vicesíndico subrogará al síndico en caso de ausencia temporal o definitiva y en ausencia de éste por los vocales en el orden de elección

Art. 23 Del Secretario, funciones:

- a. Redactar las actas de las sesiones de Asamblea General y del Directorio
- b. Llevar la correspondencia del Centro
- c. Elaborar con el síndico el respectivo orden del día para las sesiones convocadas
- d. Llevar fichas de registro actualizado de los socios
- e. Suscribir conjuntamente con el síndico las actas de sesiones
- f. Formar y cuidar el archivo del centro
- g. Llevar el archivo actualizado de los socios del centro
- h. Las demás que le señale éste estatuto y reglamento

Art. 24 Del Tesorero, funciones:

- a. Cobrar oportunamente las cuotas ordinarias, extraordinarias, contribuciones especiales y multas acordadas en Asamblea.
- b. Presentar informes mensuales sobre la marcha económica del centro
- c. Mantener actualizado el inventario de los bienes del Centro
- d. Elaborar un balance semestral y ponerlo a consideración del Directorio y de la Asamblea general para su aprobación
- e. Llevar el archivo en lo que compete al área financiera

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f. Las demás que encargue el síndico o quien haga sus veces legalmente

## CAPITULO VI DE LAS COMISIONES ESPECIALES

Art. 25 Las comisiones serán elegidas en Asamblea General, trabajarán coordinadamente entre sí y tendrán la obligación de presentar informes de actividades a la Asamblea General y/o Directorio. Sus funciones serán las asignadas por el Directorio o la Asamblea General según el caso.

## CAPITULO VII DE LAS FALTAS Y SANCIONES

Art. 26 Las faltas contra el centro son aquellas cuyo cometimiento hacen daño y desprestigian a la organización.

Art. 27 Los estímulos, faltas y sanciones estarán reguladas por el Reglamento Interno del Centro.

## CAPITULO VIII DE LOS BIENES Y PATRIMONIO DEL CENTRO

Art. 28 El Patrimonio del Centro está constituido por:

- Los aportes de los miembros del centro, cuotas y multas
- Las asignaciones que recibiera del Estado y otras personas naturales y jurídicas
- Los bienes que en el futuro se adquirieran a cualquier título.
- Los ingresos que obtuviere de su patrimonio, sus inversiones y de las actividades que se realicen en función de sus objetivos
- Las donaciones, herencias y legados con beneficio de inventario y aceptados por el Directorio
- Los ingresos que percibieren por cualquier otro concepto

## CAPITULO IX DE LA DISOLUCION

Art.29 El centro solamente podrá disolverse por decisión de la Asamblea General, tomada en tres sesiones convocadas para el efecto, por no cumplir o desviar sus finalidades, por disminuir el número de socios a menos de quince; y , por las causas señaladas en la Ley.

Para la disolución del centro, la Asamblea General procederá a nombrar un comité de liquidación compuesto por tres personas. Los bienes del centro disuelto o el producto de los mismos, una vez pagado el pasivo, serán traspasados a una o varias instituciones sin fines de lucro que tengan por objeto finalidades similares. Dichas instituciones serán seleccionadas por la última Asamblea General. En caso de

RECCION PROVINCIAL  
BENEFICIA SOCIAL  
SANTIAGO  
copio. que antecede es  
igual a su original.  
Macas, 20 de Mayo del 2006  
*[Firma]*  
SECRETARIA

Presidencia de la República  
COMISIÓN NACIONAL  
ELECTORAL

disolución, los miembros del Centro no tendrán título alguno sobre los bienes de la misma.

Art.30 El Ministerio de Bienestar Social, al amparo de la legislación vigente, de tener conocimiento y comprobar incumplimiento o desviación de fines y objetivos, impartirá normas y establecerá procedimientos que permitan regular todo proceso de disolución y liquidación; considerando que la Constitución Política de la República categoriza lo social y prevencional.

### CAPITULO X DEPOSICIONES GENERALES

Art. 31 Ningún socio podrá enajenar, ceder, hipotecar, gravar o explotar en su provecho, todo o en parte los bienes de la organización.

Art. 32 Si del ejercicio de las actividades del Centro existieren beneficios, éstos servirán exclusivamente para programas y fines de la Institución que para tal efecto fue creada.

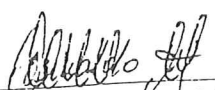
Art. 33 De las sesiones de los órganos directivos se dejará constancia en actas que serán autenticadas por el síndico del Centro y del secretario. En las actas se dejarán constancia exclusivamente de las resoluciones tomadas y del número de votos a favor o en contra.

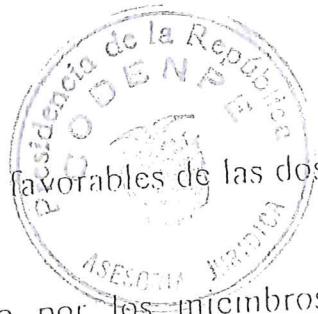
### DISPOSICIONES TRANSITORIAS

Art. 34 Toda reforma del Estatuto será aprobada con los votos favorables de las dos terceras partes de los asistentes a la Asamblea General.

Art. 35 El directorio definitivo del centro será designado por los miembros fundadores en la primera Asamblea Ordinaria que se realice, una vez aprobado el presente Estatuto.

CERTIFICACION: Certifico que este estatuto fue analizado y aprobado en dos sesiones de Asamblea General realizadas el 4 y 5 de Noviembre de 2001.

  
SECRETARIO

  
DIRECCION PROVINCIAL  
DE BIENESTAR SOCIAL  
DE MORONA  
la copia que antecede es  
Igual a su original.  
Macas, 20 de Noviembre de 2001.

  
SECRETARIO





## ACTA DE ACUERDO DE COOPERACIÓN, BENEFICIOS Y ACCESO POR EL DESARROLLO DEL PROYECTO WARINTZA

Suscriben el **ACTA DE ACUERDO** (en adelante “**ACUERDO**”) por una parte la compañía **LOWELL MINERAL EXPLORATION ECUADOR S.A.** (en adelante “**Lowell**”), debidamente representada por Federico Velásquez, en su calidad de Presidente y Ricardo Obando Muñoz, en calidad de Vicepresidente de Gestión; y, por otra parte, el Centro Shuar Warints, debidamente representada por su síndico el Sr. **Chiriap Agustín Kayuk Tseremp** y el centro Shuar Yawi debidamente representada por su síndico el Sr. **Wisum Marcelo Wachapa Juank** (en adelante “**Centros Shuar**”), todos mayores de edad, capaces para suscribir y obligarse en las calidades que comparecen, de forma libre, expresa y voluntaria, convienen en celebrar el presente **ACUERDO** contenido en las cláusulas siguientes:

### **PRIMERA: ANTECEDENTES.**

- 1.1 Lowell, es una compañía legalmente domiciliada bajo las leyes del Ecuador cuyo objeto social es la ejecución de actividades mineras (entre ellas la exploración). Lowell es titular de las concesiones que conforman el Proyecto Minero Warintza; dentro del cual se encuentran localizadas los Centros Shuar. Lowell tiene como uno de sus objetivos, el aporte al desarrollo sostenible de los Centros Shuar que se encuentran dentro del área de influencia de sus actividades.
- 1.2 Los Centros Shuar se encuentran localizados en la parroquia San Antonio, del cantón Limón Indanza, provincia de Morona Santiago y han sido debidamente reconocidas por el Estado Ecuatoriano a través del Ministerio de Bienestar Social, mediante Acuerdo Ministerial No 0089 del 06 de febrero del 2002.
- 1.3 Durante el año 2018 las Partes iniciaron un proceso de “**Dialogo de Buena Fe y Reconciliación**”. Gracias a este proceso, Lowell realizó la donación incondicional de 26 inmuebles a favor de los Centros Shuar (cuya extensión total aproximada es de 2500 hectáreas). Consecutivamente y gracias a la confianza establecida entre las partes, las comunidades invitaron a Lowell a ejecutar sus derechos mineros, permitiendo a que los Centros Shuar tengan acceso a beneficios para su desarrollo socioeconómico.
- 1.4 Como parte del ejercicio de diálogo de buena fe y reconciliación entre las partes, con fecha 23 de enero de 2019, Lowell y los Centros Shuar suscribieron el “**Memorando de Entendimiento de Acceso, Cooperación y Beneficios**”, la cual tiene, entre otros, el objetivo de establecer una alianza estratégica entre las partes y asegurar un acceso seguro, apoyo y cooperación para el desarrollo del proyecto Warintza.
- 1.5 Con fecha 27 de septiembre hasta el 22 de noviembre del 2019, se realizó la implementación del proceso denominado “**Valoración de mecanismos de Consulta Previa, Libre e Informada**” por parte del Estado Ecuatoriano, a través del Ministerio de Energía y Recursos Naturales No Renovables.
- 1.6 Con fecha 04 de agosto del 2019, los Centros Shuar y Lowell acuerdan la creación del “**Directorio de la Alianza Estratégica del Proyecto Warintza**” representado por 12 miembros de los Centros Shuar y 4 miembros de Lowell.



1.7 Con fecha 23 de julio del 2020, mediante oficio s/n los síndicos, legalmente reconocidos de los Centros Shuar Warints y Yawi y el Coordinador de la Alianza Estratégica, informaron formalmente a Lowell, por medio de Federico Velásquez en su calidad de Presidente, la resolución de la “**III ASAMBLEA EXTRAORDINARIA**” realizada el 21 de julio del 2020, misma que con **votación mayoritaria APRUEBA** la firma del presente ACUERDO. La cual se incorpora al presente ACUERDO como Anexo I.

## **SEGUNDO: OBJETIVO**

El objeto del presente ACUERDO es establecer los ejes y condiciones de beneficio, cooperación y acceso seguro al Proyecto Warintza entre Lowell y los Centros Shuar.

Asimismo, las Partes convienen en suscribir el presente ACUERDO para ratificar los compromisos alcanzados en el “Memorando de Entendimiento de Acceso, Cooperación y Beneficios” y demás acuerdos que figuren en el presente y a la vez ampliar, puntualizar y clarificar ciertos compromisos.

## **TERCERA: COOPERACIÓN Y COLABORACIÓN**

En cumplimiento del objeto del presente Convenio, las partes acuerdan lo siguiente:

### **3.1. COLABORACIÓN Y OBLIGACIONES DE LOWELL**

#### **3.1.1. Laboral**

- 3.1.1.1. Los socios de los Centros Shuar que sean parte del personal rotativo de Lowell serán contratados con una jornada de trabajo de dos (2) semanas al mes.
- 3.1.1.2. Los salarios de los jornaleros debidamente contratados por Lowell serán de USD\$ 220 por semana (USD\$440 por 14 días). El nuevo salario convenido se pagará a partir del 20 de julio de 2020.
- 3.1.1.3. Lowell y los Centros Shuar acuerdan que las jornadas aplicables para el personal rotativo, serán de 7 x 7 (es decir, 7 días de trabajo y 7 días de descanso y así sucesivamente).

#### **3.1.2. Beneficio y Cooperación**

- 3.1.2.1. Lowell se compromete a entregar un aporte mensual de USD\$ 5,000.00 (cinco mil dólares de los Estados Unidos de América) a cada Centro Shuar (Warints y Yawi), el cual estará destinado al desarrollo comunitario y fortalecimiento de capacidades organizativas y locales. El aporte mensual será administrado exclusivamente por los Centros Shuar.

#### **3.1.3. Bonificación Sujeta a Resultados**

- 3.1.3.1. Lowell entregará una bonificación de USD\$ 5,000.00 (cinco mil dólares de los Estados Unidos de América), por y cada trimestre a cada Centro Shuar (Warints y Yawi). Dicha bonificación será entregada a los Centros Shuar, siempre que los trabajos de exploración se hayan ejecutado sin ningún obstáculo ocasionado por los Centros Shuar o uno de sus socios y se haya permitido libre acceso a todas las áreas en las concesiones mineras de Lowell.



- 3.1.3.2. El concepto de la bonificación es motivar y premiar a los Centros Shuar por la ejecución del programa de exploración del Proyecto Warintza permitiendo a Lowell y sus consultores, proveedores y contratistas el libre tránsito, acceso seguro y evitando retrasos ya acordados por las Partes en este ACUERDO.
- 3.1.3.3. El Directorio de la Alianza Estratégica se reunirá de forma trimestral a fin de evaluar la ejecución del programa de exploración y la facilitación de los Centros Shuar en su desarrollo. Lowell presentará su evaluación trimestral lo que dará origen a la bonificación trimestral a cada Centro Shuar.

#### **3.1.4. Comercialización del potencial Proyecto Minero**

- 3.1.4.1. En el evento de una probable venta del Proyecto Warintza, Lowell, acuerda que las familias debidamente registradas en el listado anexo (Anexo II), obtendrán una bonificación como consecuencia de la posible venta del proyecto.

\*Anexo III, matriz de proyectos comunitarios, en coordinación con el equipo del Directorio y Directiva de las comunidades, junto con las autoridades de los respectivos ministerios e instituciones del Gobierno Central, así como con las autoridades de los Gobiernos Autónomos Descentralizados GADs se priorizarán aquellos proyectos que cumplan con los requisitos técnicos, económicos y legales.

### **3.2. COLABORACIÓN Y OBLIGACIONES DE LOS CENTROS SHUAR**

- 3.2.1. Los Centros Shuar se comprometen a respetar todas las obligaciones contenidas en el presente ACUERDO y Memorando de Entendimiento de Acceso, Cooperación y Beneficios.
- 3.2.2. Los Centros Shuar se comprometen a establecer los lazos de buena vecindad con Lowell, permitir el libre acceso y tránsito, así como no paralizar, por ningún motivo, los trabajos que se ejecuten en el Proyecto Warintza. Además, los Centros Shuar se obligan a no obstaculizar el desarrollo de las actividades realizadas por Lowell y sus contratistas.
- 3.2.3. Los Centros Shuar reconocen que la Bonificación sujeta a resultados, establecida en la cláusula 3.1.3., será entregada únicamente en el evento de que los Centros Shuar o sus miembros garanticen el libre acceso, tránsito y no obstaculicen o retrasen el cumplimiento del programa de exploración del Proyecto Warintza.
- 3.2.4. Los Centros Shuar se comprometen a respetar y colaborar con la planificación técnica realizada por Lowell para la ejecución de los diferentes trabajos en el proyecto Warintza.
- 3.2.5. Los Centros Shuar se comprometen a permitir el ingreso y libre circulación del personal de Lowell y sus contratistas que realicen las actividades en el proyecto Warintza
- 3.2.6. Los Centros Shuar respetarán las jornadas de trabajo establecidas por Lowell para la ejecución del proyecto Warintza.
- 3.2.7. De conformidad a los principios de transparencia, responsabilidad y buen manejo financiero y en cumplimiento de la normativa aplicable ecuatoriana y canadiense, los Centros Shuar se obligan a presentar un informe mensual a Lowell, el cual deberá contener un detalle de los gastos, inversiones y ahorros del aporte realizado por Lowell, establecido en el numeral 3.1.2.

### **3.3. SERVIDUMBRE MINERA**

- 3.3.1. De conformidad al Art. 100 y siguientes de la Ley de Minería, las partes voluntariamente acuerdan constituir una servidumbre comunitaria minera para el ejercicio de los



derechos mineros de Lowell. En consecuencia, los Centros Shuar confieren a Lowell su autorización expresa para que la Compañía haga uso de la propiedad comunitaria a fin de que esta pueda ejecutar cualquier actividad relacionada a las actividades de exploración inicial, incluyendo, pero no limitando a: construcción de campamento, construcción de plataformas de exploración, construcción de todo tipo de facilidades, construcción de mina, entre otras.

3.3.2. Los Centros Shuar confieren a favor de la Compañía la presente autorización para el libre uso por los años de vigencia del presente ACUERDO.

3.3.3. Conforme al Art. 100 literal a) de la Ley de Minería, las partes acuerda y reconocen que el aporte mensual establecido en el literal 3.1.2, corresponde al pago del valor monetario por el concepto de uso y goce de la servidumbre minera.

#### **3.3.4. Servidumbre Comunitaria**

3.3.4.1. Por medio del presente, las partes reconocen que a través de la ejecución del presente ACUERDO se garantiza el derecho de uso y paso para la ejecución de las actividades dentro del Proyecto Minero Warintza, a favor de Lowell.

#### **3.3.5. Servidumbre Individual**

3.3.5.1. Adicionalmente, Lowell en común entendimiento con los poseionarios de las fincas en donde se desarrollen sus actividades, aplicarán aportes individuales para el cumplimiento de la servidumbre correspondiente.

### **CUARTA: PLAZO**

Este ACUERDO tendrá el plazo de 3 años desde su firma, dentro de la etapa de exploración inicial. La evaluación del avance del proyecto se realizará cada año.

### **QUINTA: MODIFICACIONES**

Este ACUERDO no podrá ser modificado, enmendado o terminado (salvo por la causal 7.1.) sin un instrumento escrito firmado por un representante debidamente autorizado de Lowell y los Centros Shuar, los cuales deberán contar con una resolución motivada de la Asamblea Comunitaria.

### **SEXTA: TERMINACIÓN**

El presente ACUERDO podrá terminarse por las siguientes causales:

- 7.1. Por terminación del plazo;
- 7.2. Por acuerdo mutuo entre las partes por escrito;
- 7.3. Por caso fortuito o fuerza mayor debidamente comprobados, el cual tenga una duración mayor a 6 meses consecutivos.
- 7.4. Por el incumplimiento debidamente demostrado de una de las Partes. En caso de presentarse un incumplimiento de cualquiera de las Partes, la Parte o Partes afectada deberá notificar por escrito motivado a las demás Partes su voluntad de dar por terminado el presente Convenio.

### SEPTIMA: RESOLUCIÓN DE CONTROVERSIAS

En caso de controversias que se deriven del presente ACUERDO, las mismas serán resueltas de manera amistosa entre las Partes. En caso de no solucionar la controversia entre las Partes, las mismas acuerdan solucionar la controversia en un proceso de mediación de un tercero debidamente acordado entre las partes. En caso de no llegar a una solución las partes se someterán a la jurisdicción ordinaria.

### OCTAVA: RATIFICACION

Las Partes aceptan y se ratifican en todas y cada una de las cláusulas del Memorando de Entendimiento de Acceso, Cooperación y Beneficios, en todo cuanto no hubiere sido expresamente modificado por este ACUERDO.

En caso de contradicción entre el Memorando de Entendimiento y este ACUERDO, las partes acuerdan que prevalecerán las disposiciones de este último.

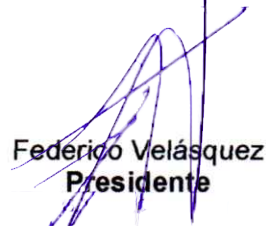
Dado y firmado en unidad de acto, en 3 ejemplares, en la comunidad de Warrants, cantón de Limón Indanza el 28 de julio de 2020.

Por: **Lowell Mineral Exploration  
Ecuador S.A.**



Ricardo Obando Muñoz  
**Vicepresidente de Gestión**

Por: **Lowell Mineral Exploration  
Ecuador S.A.**



Federico Velásquez  
**Presidente**

Por: **Centro Shuar Yawi**



Wisum Marcelo Wachapa Juank  
**SINDICO DE CENTRO SHUAR YAWI**

Por: **Centro Shuar Warints**



Chirip Agustín Kayuk Tseremp  
**SINDICO DE CENTRO SHUAR WARINTS**



**Testigo de honor:**



**Jimmy Vera Pinza**

DIRECTOR DE DIALOGO Y GESTION DE CONFLICTOS  
SUBSECRETARIA DE TERRITORIO Y SEGUIMIENTO AMBIENTAL  
MINISTERIO DE ENERGIA Y RECURSOS NATURALES NO RENOVABLES

**GARANTES :**



JUANK NASE LEONARDO FRANCISCO  
SUBCOORDINADOR DEL PROYECTO



JUANK NASE MANAI ANGEL  
MIEMBRO DEL DIRECTORIO DE YAWI



ANKUASH NANTIP MARCO RAMIRO  
SECRETARIO DE CENTRO YAWI  
WARINTS



JUANK NASE RICARDO MELECIO  
MIEMBRO DEL DIRECTORIO DE YAWI



JUANK NASE JAIME MARIO  
VICE SINDICO DE CENTRO YAWI




NANKAMAI TSUINK NUSE VANESSA  
TESORERA DE CENTRO YAWI



JUANK NASE RITA SILVIA  
DIRIGENTA DE MUJER DE CENTRO YAWI

KAYUK TSEREMP CHAPAIK MELIDA  
SEGUNDO VOCAL DE CENTRO YAWI



TSAKIMP ANTUN NUMI VICENTE  
COORDINADOR DE ALIANZA  
ESTRATEGICA DEL PROYECTO WARINTS

KUJA AMPAM SUNKA FRANKLIN  
MIEMBRO DEL DIRECTORIO WARINTS



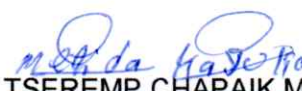
TSEREMP TEKAMCH YANKUR FERNANDO  
MIEMBRO DEL DIRECTORIO DE



WACHAPA SEER CARLOS  
VICE SINDICO DE CENTRO WARINTS



WACHAPA TSUINK TATSEMAI SOLEDAD  
PRIMER VOCAL DE CENTRO WARINTS



KAYUK TSEREMP CHAPAIK MELIDA  
SEGUNDO VOCAL DE CENTRO YAWI



ANTUN CHIAS EN TSA GIOVANNI  
SECRETARIO DE CENTRO WARINTS



NANKAMAI TSUINK TSANIMP ROLANDO  
TESORERO DE CENTRO WARINTS



  
TSAKIMP TSUINK NANTAR CARMILA  
SEGUNDO VOCAL DE CENTRO WARINTS  
WARINTS

TSAMARAIN NANKAMAI ELVIA ESPERANZA  
COMISION DE LOGISTICA DE CENTRO

TIBI TUNKI ALBERTO ANTONIO  
TERCER VOCAL DE CENTRO WARINTS  
WARINTS

TSEREMP KATAN UNKUCH ALEJANDRO  
COMISION DE SEGURIDAD DE CENTRO



# JUKA AME JEEMETE

## ¡ESTA ES TU CASA!

**Pilot Project: Assessment of Mechanisms for the Implementation  
of a Consultation Process**

**SHUAR NATIONS WARINTS AND YAWI**

**MINING CONCESSIONS:**

- \*CAYA 21 CODE 101083,
- \*CAYA 22 CODE 101092,
- \*CURIGEM 9 CODE 100081.

**WARINTZA MINING PROJECT**

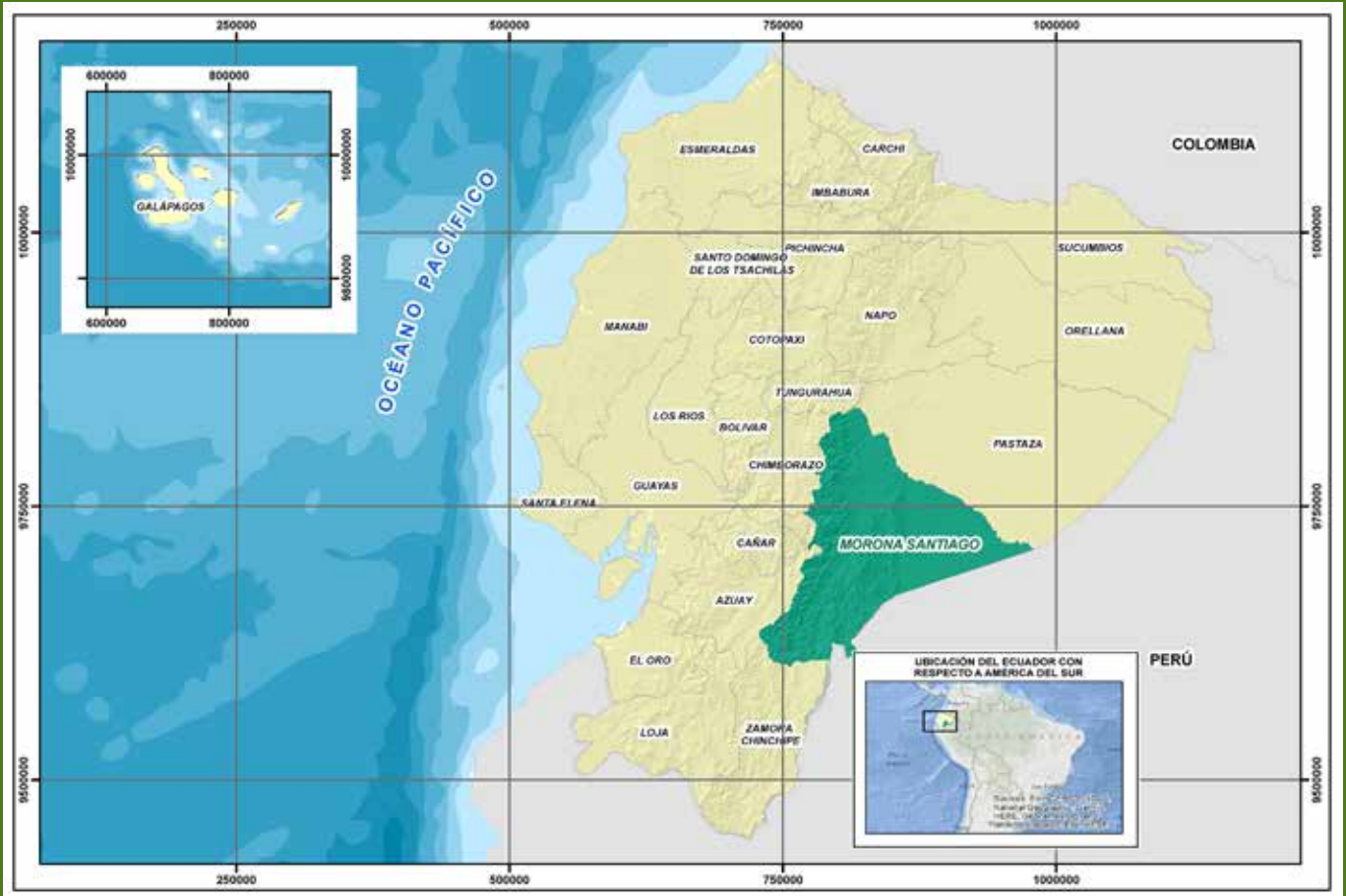




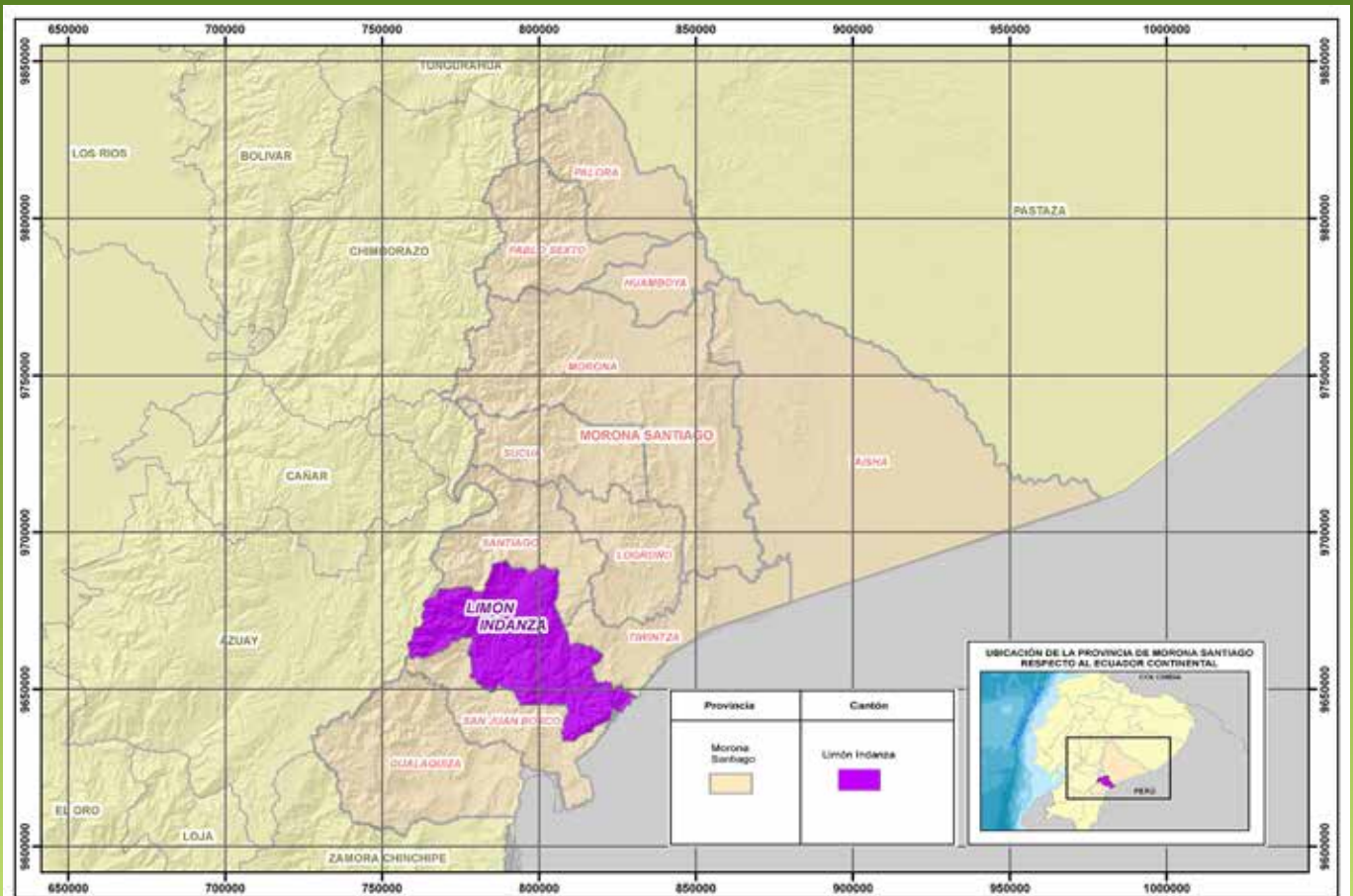
Since 1999, the Ecuadorian government has, according to its legislated authority, granted three mining concessions to Lowell Mineral Exploration Ecuador S.A. (LOWELL), subsidiary of Solaris Resources, Inc.: Caya 21 Code 101083, Caya 22 Code 101092 and Curigem 9 Code 100081, covering an area of 10,000 hectares, located in the province of Morona Santiago. The "Warintza Project" is currently in the initial exploration phase.

Within these concessions, Indigenous communities belonging to the Shuar Nation have been identified as having the right to be consulted. (CPv). The identified communities are Warintza (including the communities of Warints and Yawi), Maykiuantz, and Tinkimientza.

# ECUADOR POLITICAL MAP

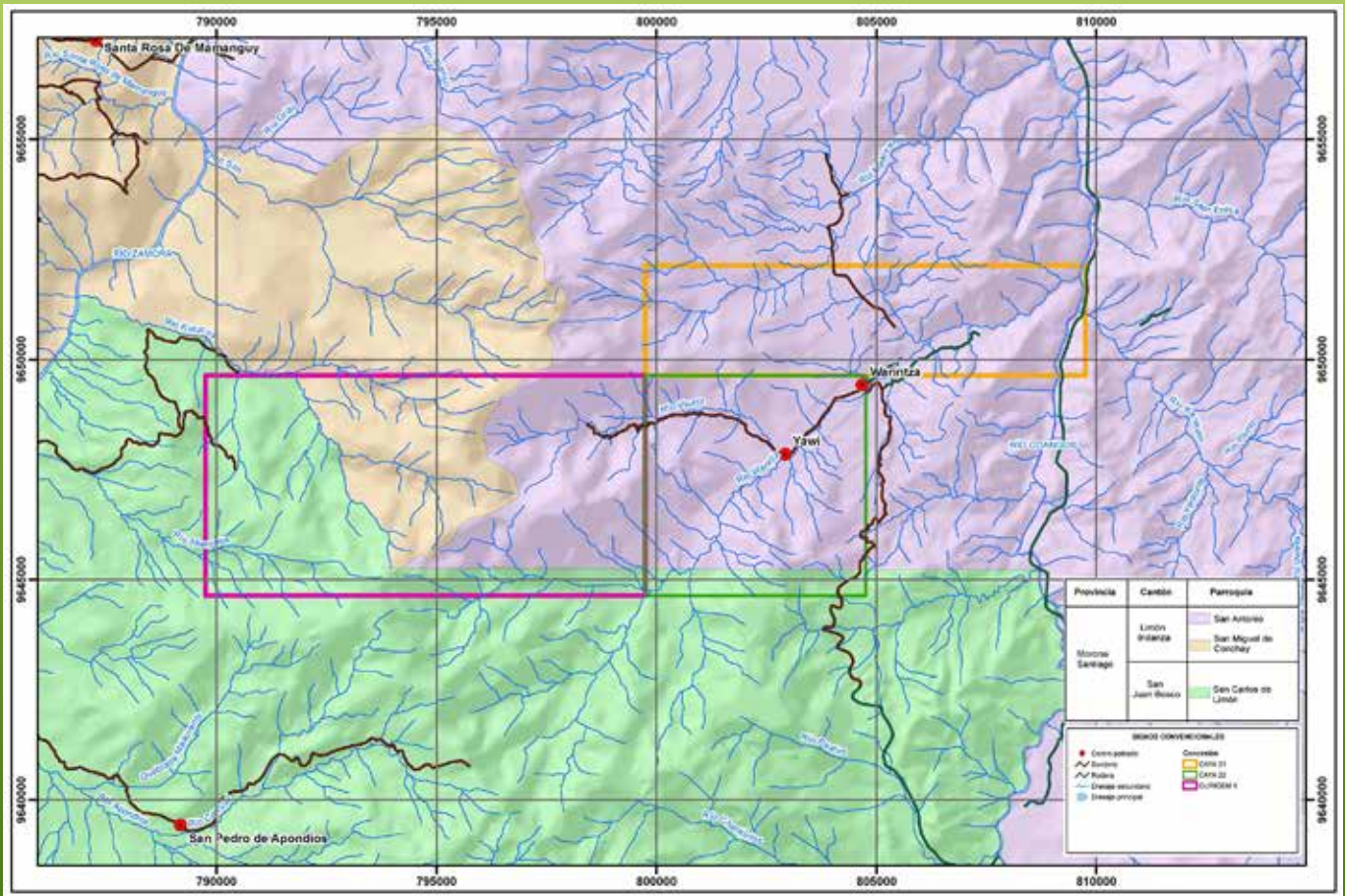


# POLITICAL MAP OF MORONA SANTIAGO





## ADMINISTRATIVE POLITICAL MAP



According to the Ecuadorian constitution and international instruments such as the United Nations Declaration (UNDRIP) and International Labour Organization (ILO) Convention 169, Prior Consultation (CPv) is a right held by Indigenous Peoples and Ecuadorian citizens. The purpose of Prior Consultation (CPv) is to create spaces for dialogue in order for Indigenous people to reach agreement and consensus regarding development in their communities and how this links to national and regional development.

The objective of the Assessment of Mechanisms for the Implementation of a Consultation Process is to guarantee the right of the above-mentioned Shuar communities to Prior Consultation (CPv) within the afore-mentioned concessions. Further, the specific objectives are as follows:



- A. To inform the partners of the Warints and Yawi communities of how Prior Consultation (CPv) operates;
- B. Provide information about mining regulations and the project within this territory;
- C. Collect criteria, comments and suggestions provided by communities about the process.

The objective of this report is to analyze the Assessment of Mechanisms for the Implementation of a Consultation Process from an academic perspective by providing evidence of how the characteristics, uses and customs of the target populations can be integrated into a Prior Consultation (CPv) process and provide recommendations for the correct implementation in the Shuar





communities of Warints and Yawi: San Antonio Parish, Limón Indanza Canton and San Carlos de Limón Parish, San Juan Bosco Canton, Province of Santiago Morona, which are located within the mining concessions of Caya 21, Caya 22 and Curigem, 9 owned by LOWELL.

The Ministry of Energy and Non-Renewable Natural Resources of the Republic of Ecuador (MERNNR) carried out the Assessment of Mechanisms for the Implementation of a Consultation Process from September 25 to November 29, 2019 in the Warints and Yawi Communities (Warintza Shuar Centre) located within the concessions of Caya 21, Caya 22 and Curigem 9 belonging to LOWELL.





This process facilitated an understanding of the social, cultural and political dynamics to be observed in the future of a Prior Consultation process in the mentioned communities.

It is important to highlight that on December 19, 2018 the Shuar Arutam People (PSHA) sent notice inviting the government to address issues regarding the creation of spaces for dialogue related to Prior Consultation.

Moreover, on January 11, 2019, the government participated in this space for dialogue and the communities of Maykiuants and Tikimientza expressed their lack of interest to participate in the process.





## **Executive Summary**





The Assessment of Mechanisms for the Implementation of a Consultation Process allowed for dialogue and two-way learning between the Shuar communities of Warints and Yawi and the state (MERNNR). Through their Community Assembly (legitimate internal State mechanism recognized by all partners) and Trustees, the Warints and Yawi communities established the guidelines by which they consent to the development of MERNNR activities in their territories. These guidelines are:

1. All activity shall be considered and accepted (or not) by the Community Assembly and its representatives, the Trustees;
2. The place where the MERNNR team will stay and work in the communities will be defined by the Assemblies and their Trustees;
3. The translators and promoters necessary for the development of the Assessment of Mechanisms for the Implementation of a Consultation Process will be chosen by the Assemblies and they must receive an appropriate salary and conditions corresponding to the services they will provide;



4. The promoters and translators chosen by the Warints Assembly were Benigno Tseremp (promoter) and Soledad Wachapa (translator); Sandro Antun (promoter) and Verónica Juank (translator) were elected by the Yawi Assembly);
5. The promoters and translators were authorized by both communities to travel to the city of Macas and followed the training agenda proposed by MERNNR. The content of this training session was shared in an effort to inform communities about everything related to the Prior Consultation (CPv) process.

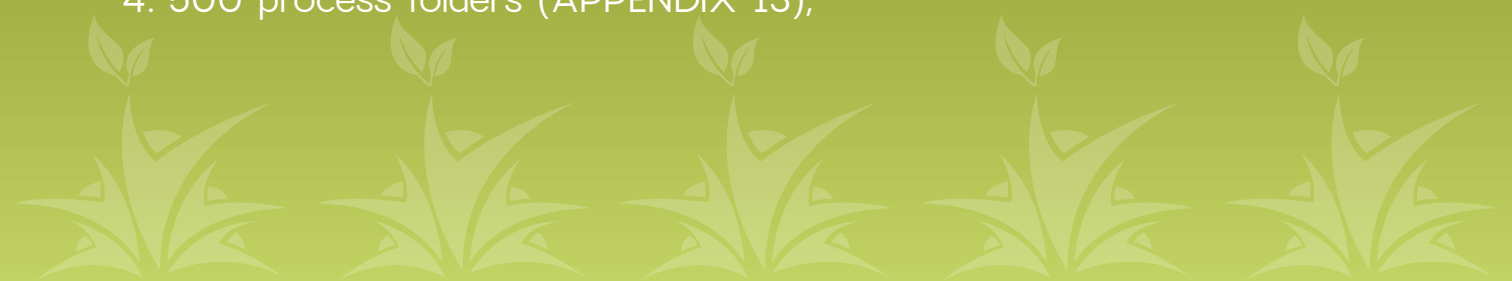
By means of MERNNR, the State presented the objectives for the Assessment of Mechanisms for the Implementation of a Consultation Process as well as a roadmap for development, which was accepted and forms the framework for all activities carried out in this report.

The team complied with the guidelines set forth by the Warints and Yawi Communities, and in good faith and with complete transparency, presented the feedback provided to the promoters and translators during the training sessions (September 30 to October 2, 2019):

1. Assessment of Mechanisms for the Implementation of a Consultation Process (APPENDIX 7)
2. Technical Component (ANNEX 8)
3. Socio-environmental Analysis of Mining Concessions Caya 21 Code 101083, Caya 22 Code 101092 and Curigem 9 Code 100081 (APPENDIX 9)

Further, as an expression of good faith, the State, by means of MERNNR, provided the following graphics used during the Assessment of Mechanisms for the Implementation of a Consultation Process:

1. 1000 informative leaflets about the process of Prior Consultation (CPv) (APPENDIX 10);
2. 500 training albums for educative and communication purposes containing information on the Socio-Environmental Scan (APPENDIX 11);
3. 500 process agendas (APPENDIX 12);
4. 500 process folders (APPENDIX 13);





5. Explanatory video – Mechanisms for Consultation (APPENDIX 14);
6. Opening and closing records – Mechanisms for Consultation (APPENDIX 14);
7. Attendance records – Mechanisms for Consultation (APPENDIX 16);
8. Attendance records of participating authorities – Mechanisms for Consultation (APPENDIX 17);
9. Record of comments from Consultation Mechanisms (APPENDIX 18);
10. Logbooks of comments from Consultation Mechanisms (APPENDIX 19);
11. Two (2) booths for the Permanent Consultation Offices (one for the Warints community and one for the Yawi community) (APPENDIX 20);
12. Banners and graphic material for the booths for the Permanent Consultation Offices (APPENDIX 21).





The analytical focus of this report is based on the theoretical framework of "Community Social Capital" developed by John Durston . The use of concepts contained in this theoretical framework is based on the government's interest in strengthening the decision-making capacity of communities facing Prior Consultation (CPv) and empowering them to be able to take on a management role. The objective is to acknowledge the integrity of the government in implementing public policies that seek the development of excluded communities.

Discussions around the study of political processes in Latin America tend to focus on the State. This form of political organization crosscuts research fields that explore state configurations and power dynamics, social inequalities, citizenship formation processes and power structures; as well as collective action and democratic processes. The institutions, collective decision-making circuits, construction of laws, administration of violence and even the state agents present in this process, make this "human community" an interpersonal experience for those of us within its territorial base. In short, we cannot have a complete vision of our political communities, their structures and social dynamics, without reviewing the role that the State plays in them.







Companies are required to introduce a set of conceptual and theoretical perspectives about the state, particularly those related to the configuration of institutional structures capable of autonomous, action and dynamic interaction with social structures.

The concept of Social Capital “refers in the norms, institutions and organizations that promote trust, reciprocal support and cooperation. The Social Capital paradigm (...) states that stable relationships of trust, reciprocity and cooperation can contribute to three types of benefits: reduction of transaction costs, production of public goods, and facilitation of the establishment of effective grassroots management organizations, social actors and healthy civil societies.”

Regarding the use of this concept in community contexts, particularly in excluded and impoverished communities, and its relationship with the state, Durston notes that, “a high degree of cooperation and internal cohesion to the community (“integration”), will only produce significant benefits if



complemented by a “linkage” with social networks and institutions outside the impoverished community. Similarly, the State requires internal coherence, probity and competence to effectively implement a policy of synergy with Community Social Capital. Otherwise, or if attempts to achieve synergy between state and civil society are carried out in community contexts of anomie instead of integration, the likely outcome is clientelism.”

The theoretical framework of “Community Social Capital” suggests that communities with high internal cohesion will seek significant benefits in interactions with external entities where the search for the common good prevails over the individual. This is particularly relevant to this analysis as it provides a lens with which to evaluate the Assessment of Mechanisms for the Implementation of a Consultation Process as one of empowerment for the communities that are subject to prior Consultation (CPv). “The importance of social capital theory for strategies (...) of integration of excluded social sectors comes in the way it complements the empowerment. (...) Empowerment in the context of a social strategy is a conscious and intentional selective process that aims to equalize opportunities among social actors. The central criterion is the transformation of excluded social sectors excluded into actors, and the







leveling up of weak actors. Empowerment has been defined as the process by which authority and ability are earned, developed, taken or facilitated. (Staples, 1990). Emphasis is placed on the group that becomes the protagonist of their own empowerment, not a higher entity that empowers others. It is the antithesis of paternalism, the essence of self-management, which builds on the existing forces of a person or social group — their abilities to “empower themselves” – that is to increase those pre-existing forces.”

This theoretical framework allows us to evaluate the strengths and weaknesses of the interaction between MERNNR and the communities subject to the Prior Consultation (CPv), so that we can know how to manage a Prior Consultation (CPv) process that is beneficial for all parties. Ultimately, the goal is to build optimal conditions of synergy between the State, who seeks to implement the mining public policy, and the full application of the right to Prior Consultation (CPv) of the identified communities.





During the Assessment of Mechanisms for the Implementation of a Consultation Process, a National strike occurred (fortuitous event) with national impact. In solidarity with their grassroots organizations, the communities asked that the process be suspended. This instance was documented.

The process restarted after a period of 46 days.



## Assessment of Mechanisms for Consultation



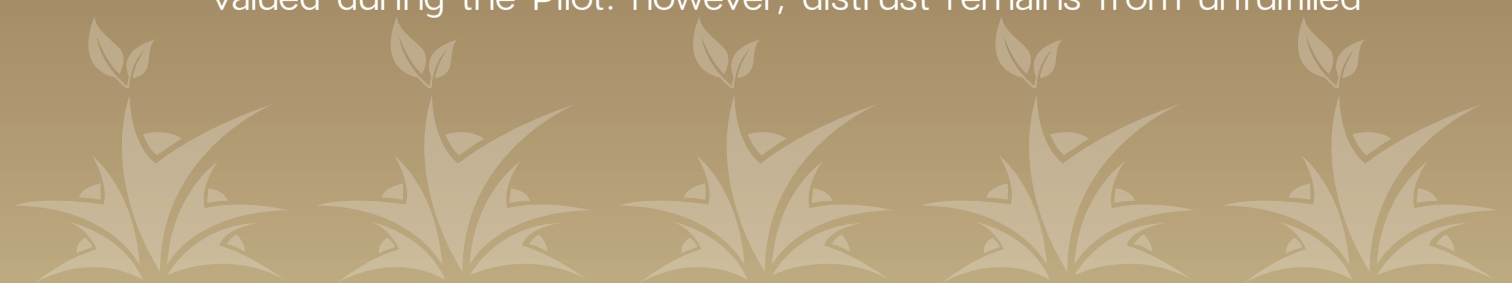


**T**he conclusions and recommendations are presented below:

- A. During the Pilot for the Assessment of Mechanisms for the Implementation of a Consultation Process, it was shown that the Ecuadorian State, through MERNNR, demonstrated solid Internal Coherence in the applicability of public policy based on the development of specific actions (Formation of draft regulations for the implementation of Prior Consultation (CPv); Development of the Methodological Guide for the Determination of the Subject of Consultation and the social, environmental and anthropological Analysis; Development of methodology for the Pilot; Adaptation of mechanisms to the uses and customs of the target population) that seek to solve a public problem: mining sector development, as well as the defense of and guarantee provided for the rights of populations within concession areas.
- B. Regarding Probity, an adequate balance between the need for project development and the expected solution, Prior Consultation (CPv) compliance is based on a set of normative and ethical provisions that allowed the adequate and transparent implementation of the Pilot. The most important of these provisions was the integration of the Team carrying out the Pilot, including professionals from various fields. Recommendations exist to strengthen this probity, including the incorporation of

other professional profiles to cover other subjects as well as the creation of Protocols that modulate the State's expectations of the Prior Consultation (CPv) process.

- C. The Pilot was carried out by the authorities responsible for implementation and was recognized by the communities through the construction of consent obtained from the political decision-making structures within each community. This legitimacy was also strengthened by the State's compliance with the request from the communities to suspend the process due to the National Strike in October. The request to suspend the Pilot process, as well as the decision to restart it is interpreted as an act of empowerment where cohesion exists within the communities and skills are recognized at par with those of the State.
- D. The Pilot was successfully adapted to the uses and customs of the target communities because it was carried out with the help of Promoters and Translators represented by each community, chosen by Community Assemblies and trained in the topics discussed, who simultaneously translated into the Shuar Chicham language.
- E. Meanwhile, the communities acquired tools and knowledge that strengthened their capacity to inform themselves and make decisions about the (dis) advantages of the development of the project, enabling them to participate in a Prior Consultation (CPv) process.
- F. Internal cohesion, community associative participation and cooperation fuelled the process allowing information to be assimilated by the majority. This was demonstrated by prioritizing shared over individual benefits, placing community capacities on par with those of the State, rendering the communities as conscious actors capable of making decisions about matters directly impacting them.
- G. Community Social Capital became evident as synergies grew between the State and the Community, including State recognition of specific characteristics unique to the communities and resulting from a change in actions toward them. The communities were positioned as empowered and strengthened actors, capable of bringing sustainability to future processes of dialogue, participation and decision-making on aspects that affect the collective.
- H. The Pilot demonstrated that the proposed intervention (development of the mining project) is considered both an opportunity and a challenge: an opportunity as long as it is conceived as a model for development, and a challenge as long as there is doubt about how it will be carried out on the ground, the roles and responsibilities of the company implementing the project and state guarantees for the community.
- I. State intervention and presence in the territory was positively valued during the Pilot: however, distrust remains from unfulfilled







relationships and commitments of the past, which continue to be social liabilities. State intervention, through a future Prior Consultation (CPv) would also generate a sense of fear due to the new emerging context. Nonetheless, this fear can be transformed into trust with adequate and sustained follow up of the issues addressed during the Pilot. Therefore, it is important that the State communicate the results to the community.

- J. Leadership facilitated synergies while operating in a positive manner during the construction of Community Social Capital. However, limited female participation occurred due to an internal culturally based inequality gap.
- K. Another aspect that strengthens synergy is the fact that the State carries out the process of identifying the subject of Prior Consultation (CPv) without the need for a land title (in the case of Yawi) due to the prevalence of collective rights.
- L. Develop a map of all actors that may be interested in the development of the Prior Consultation (CPv) to channel forthcoming information.

In order to strengthen the emerging synergy between the State and the Community, the State must carry out the following activities that are still pending:





1. Life Plan: as documented by comments noted in the project, during the Assemblies, the Warints and Yawi partners expressed the need for local planning, referred to as Life Plan (See Approval of Roadmap and Election of Promoters and Translators). They consider this plan to be a tool for organizing community development expectations, as well as part of a strategy for future negotiations with the company that develops the project on their land. The process revealed that community members lack the experience, tools and technical preparation to develop such documents. State actions affirmed that these documents will be built with the State within the framework of the synergy that is being consolidated. As such and considering that the State seeks to guarantee the economic rights of Indigenous Peoples, follow up on this issue is recommended through the leverage of resources, capacity building of communities, and the construction and monitoring of Life Plans.
2. Eviction of Territories: during activities carried out by Community Assemblies, fear of the threat of eviction from community land was a recurrent issue. The government official tried to assuage fears stating that the project was in its initial phases of exploration and reiterated that an eviction would be unconstitutional and illegal. Despite clarifications, the concern remained until the Pilot for the Assessment of Mechanisms for the Implementation of a Consultation Process was completed. Therefore, it is recommended that this issue be re-addressed with the members of the community in order to dismiss any doubts.
3. State Guarantees: an underlying ambiguity exists in communities regarding details around the objective application of State guarantees during a future Prior Consultation. As noted above, this stems from distrust arising during past relationships and unfulfilled commitments, which live on as social liabilities. It is recommended that within the thematic agenda of future actions, details of this aspect be developed, explaining the responsibilities and roles of the multiple State portfolios around the process of a Prior Consultation (CPv).
4. Timelines of the Prior Consultation (CPv): the communities remain apprehensive about the timelines of carrying out a future Prior Consultation (CPv). The MERNNR official has reiterated that Prior Consultation (CPv) regulation has been drafted and is awaiting Executive approval. Once approved, this regulation will be enforced. However, this explanation can be strengthened with greater details of timelines for each stage of Prior Consultation (CPv) (planning, implementation, feedback), and how this relates to project development timelines.



Finally, the Pilot enabled subjects with collective rights to exercise their rights in compliance with Sustainable Development Goals and International Standards for carrying out Prior Consultation (CPv), including:

1. Participation
2. Capacity Building
3. Guarantee of Economic Rights
4. Guarantees over Control of Land and Territories
5. Promotion of Resilience
6. Leverage of Resources and Capacities
7. Strengthened Public Policy
8. Guarantee of Effective and Reliable Sustained Dialogue Channels

This document has been produced for the Ministry of Energy and Non-Renewable Natural Resources of the Republic of Ecuador. It has been written under contract in accordance with the framework of the SPECIFIC TECHNICAL COOPERATION AGREEMENT BETWEEN THE MINISTRY OF ENERGY AND NON-RENEWABLE NATURAL RESOURCES, AND THE COMPANY LOWELL MINERAL EXPLORATION ECUADOR S.A., signed by the Undersecretariat of Land Management and Environmental Monitoring, authorized in the delegation granted by Ministerial Agreement No. MERNNR-MERRNR-2019-0016-AM.

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## Conclusions and Recommendations

The Ministry of Energy and Non-Renewable Natural Resources thanks:

**SOLARIS**  
RESOURCES

**LOWELL**  
MINERAL EXPLORATION S.A.  
A SOLARIS RESOURCES INC. COMPANY

Communities Warints y Yawi

for their willingness to meet the challenge of being the first pilot project of the MERNNR in an exercise to strengthen and analyze their consultation processes.







**CENTRO SHUAR WARINTS-YAWI-ASOCIACION NUNKUI FICSH**  
**Acuerdo Ministerial N° 0089 Creado el 6 de abril de 1964**  
**IRUNTRARIK KAKARMAITJI... "SOLO UNIDOS SOMOS FUERTES"**

**OPEN LETTER**

To the citizens of Ecuador and the world.

**In a Press Conference organized by the Shuar Arutam People's Association to report the alleged manipulation of Solaris Resources Inc. over the Shuar Centres Warints and Yawi, we denounce the following:**

In the last few months, the Non Governmental Organizations, Amazon Watch and Mining Watch, American and Canadian respectively, governed by an antimining agenda with local operations, have led an aggressive harassment and bullying campaign targeting our communities, Warints and Yawi, and it is they who are directly responsible for the attempts to cause disunity amongst the Ecuadorian Shuar Peoples by motivating conflict and division.

The most recent action by these organizations involved a Press Conference, held on Wednesday September 30 that aimed to construct a "case of manipulation and violation of the rights of communities", subsequently delegitimizing our collective decision-making capacity and right to self determination.

We ask ourselves, if we are the alleged "victims of manipulation and rights violations", why were we not summoned to this press conference? Why weren't we allowed to speak and why don't they want to listen to us?

We, the leaders of the Shuar Centres of Warints and Yawi, raise our voices to say the following: we do not require any support from Non Governmental Organizations to carry out intercultural dialogues, participation processes, construction of community agendas and decision-making agreed with our people, in this case regarding topics such as the advancement of exploration activities and studies on our lands. We are fully empowered communities.

The vision of these NGO's is simplistic, comfortable and city-focussed because they – who claim to be "defending our livelihood and environment" – have not taken the effort to get to know us, listen to us, understand us and publish our version of the story. Representatives of Amazon Watch and Mining Watch, know that here, in the depths of the Ecuadorian jungle, exist two Shuar centres that stand firm and shout to the world that we do have a voice, we are not being manipulated and we are capable of understanding and discernment to make decisions about our present and future.

The damage caused that you refer to is not the responsibility of any mining company; rather, the damage has been caused by you, in your attempt to "come to our rescue" in a supposed fight for the rights of our people. If you understood and truly cared about our reality, you would know that the decisions we have made- in both Shuar centres- are supported by a general assembly where all of our community members are present: we will never turn our back on them, we always stand face to face, and always listen to each other.

The agenda and work carried out by these American and Canadian NGOs is funded by vast economic, public relations and social media network capacity, both domestically and internationally, aimed to cause deep division amongst our communities due to provoked criticism, speculation, and fake news, in an attempt to impose their version of the truth on public opinion, through the media and other actors employed to legitimize their narrative.



**CENTRO SHUAR WARINTS-YAWI-ASOCIACION NUNKUI FICSH**  
**Acuerdo Ministerial N° 0089 Creado el 6 de abril de 1964**  
**IRUNTRARIK KAKARMAITJI... "SOLO UNIDOS SOMOS FUERTES"**

We want citizens to know that it has been our free and voluntary decision to defend our right to know what exists in the subsoil of our lands and make an informed decision in the future. That is why we are part of the research and studies carried out by Solaris.

The process of reconciliation and dialogue in Warints and Yawi, has been based on the principles of legitimacy and representation, as well as respect for what is established in the Constitution of Ecuador, in so far as our ability to preserve and develop our own ways of coexistence, social organization and exercise of authority, all of which is on our legally recognized lands and ancestral communal territories.

We have the opportunity to learn, listen and engage in dialogue to share our story, not have our story manipulated and told for us by you. Our story is the capacity to engage in dialogue and decide about the present and future of our communities, setting a precedent so that no other Non Governmental Organization can use our reality and existence to provoke division and pain within our organization. Dialogue is now an inalienable part of the fabric that makes up the two Shuar Centres.

The communities of Warints y Yawi are resisting these attacks and incidents of harassment perpetrated by NGOs but we are faced with organizations that have significant amounts of power and financial resources. For this reason, we need our voices to be heard and the organizations to know that the campaign, "Shuar Arutam has decided- No to mining on our territories", has not been agreed by consensus between all Shuar Centres and therefore does not involve us.

The presence of the NGOs has caused serious internal conflict within PSHA due to the use of persuasion tactics, public relations, and divisive use of media to fabricate an alleged story of manipulation of the communities by a mining company. The NGOs have established direct relations with the leadership of the Shuar Arutam People's Organization to upset them about our alleged decision to ignore their authority and legitimacy. It is important to mention that on July 23 2019, a community general assembly for the Shuar Centres of Warints and Yawi was carried out to which Jaime Vargas, President of CONAIE, Marlon Vargas, President of CONFENIAE, Rubén Pidru, FICSH representative and PSHA's Josefina Tunki, were all present. Here, both our communities asked the four organizations to learn about and be observers to the development of the Strategic Alliance we were forming at the time. Their response, in return, was total abandonment as they turned their backs on us, their communities.

Since then, our attempts and calls to engage in dialogue in good faith with both our communities have continued; yet, their response is always negative, permanently rejecting the decisions of Warints and Yawi.

On September 8 of this year, PSHA's Governing Council was received in Warints by the communities, where they explained in detail the activities that were carried out, the project's timeline, the agreement, as well as the difference between mineral exploitation and exploration. On this occasion, PSHA was grateful for the explanation and agreements were signed to carry out coordinated efforts after the reconciliation.

So, what happened? What about PSHA's word and commitment?





**CENTRO SHUAR WARINTS-YAWI-ASOCIACION NUNKUI FICSH**  
**Acuerdo Ministerial N° 0089 Creado el 6 de abril de 1964**  
**IRUNTRARIK KAKARMAITJI... "SOLO UNIDOS SOMOS FUERTES"**

We demand that Amazon Watch and Mining Watch refrain from using our names. Their alleged struggles are the reason for the propagation of conflict and division within our communities. We demand that the NGOs refrain from speaking for us and we warn the international community that our rights are being violated in what is established by Art. 57 of the Constitution of the Republic of Ecuador, numbers 1, 2, 9 and 15; as well as the provision established in ILO Convention 169.

*As children of the Shuar Arutam People, today we want to tell our mother organization that we have matured and that we make our own decisions, and we want them to know that we DO NOT accept the manipulative stepfather that the NGOs represent.*

Sincerely,

**CENTRE SHUAR WARINTS**

**CENTRE SHUAR YAWI**

Hoy nos encontramos con una realidad que afecta a las comunidades de Warints y Yawi, ubicadas en la Cordillera del Condor, Morona Santiago. En una rueda de prensa realizada este miércoles 30 de septiembre y convocada por el pueblo *Shuar Arutam* y *Mining Watch*, una serie de representantes indígenas y ONGs denunciaron una supuesta manipulación de Solaris Resources Inc. a los miembros de las comunidades de los centros Shuar de Warints y Yawi.

Lo vergonzoso, sin embargo, es que las respectivas comunidades no fueron invitadas o permitidas a participar. Más bochornoso aun, fue evidenciar – por medio del video de la rueda de prensa que se difunde actualmente en las redes sociales – la manipulación que las ONGs ejercen sobre los “líderes” indígenas. Esto quedó al descubierto al escucharse claramente las instrucciones de las ONGs a lo que debía decir el presidente del Pueblo Shuar Arutam. ¡Una pena que se olvidaran de apagar su micrófono! ¿Por qué no se permitió la participación de Yawi y Warints? ¿Por qué no se leyeron las preguntas de los representantes de Yawi y Warints que reclamaban ser escuchadas?

Ante esto, las comunidades de Warints y Yawi redactaron una “*Carta Abierta a la Ciudadanía del Ecuador y el Mundo*”, en la cual hablan y explican que la realidad de esta situación: que las ONGs (Organizaciones No Gubernamentales) Amazon Watch y Mining Watch (estadounidense y canadiense, respectivamente), por medio de sus representantes en el Ecuador han amedrentado y acosado a las comunidades Warints y Yawi, con el fin de opacar el logro de ambas comunidades al desarrollar una alianza estratégica, sin precedentes, con Solaris Resources, Inc. El abuso de estas ONGs llegó al punto de acusar, meses atrás, a las comunidades de Warints y Yawi de haber contagiado a otras comunidades Shuar con el virus Covid-19. Tema que fue desmentido categóricamente por el Ministerio de Salud y el Gobernador de la Provincia de Morona Santiago.

Es necesario señalar que los Directivos de estos centros Shuar han manifestado que no necesitan ninguna ONG para tomar decisiones de sus comunidades. Ambas comunidades cuentan con territorios ancestrales y la función del Pueblo Shuar Arutam – quien “no” es poseedor de territorios ancestrales – debería ser la de respetar el deseo de las comunidades que representan.

Es para ellos fundamental alzar la voz y dejar muy en claro que el falso discurso de estas ONGs de “defender el ambiente” no es más que una cortina de humo para captar la atención de nacionales y extranjeros al crear discordias fabricadas gracias a la especulación y noticias falsas, con el simple objetivo de seguir siendo financiadas y justificar su existencia.

En Warints y Yawi todas las decisiones tomadas por las directivas han sido respaldadas por asambleas generales y el voto de la mayoría. ¡Que no se vengán con mentiras de querer ayudar, cuando su propósito es distorsionar la verdad con el fin de beneficiarse!

Warints y Yawi están firmes y más consolidados que nunca. Son comunidades empoderadas y con toda la capacidad para la toma de decisiones, en este caso sobre sus territorios. Hoy las comunidades de Warints y Yawi alzan sus voces para exigir que las ONGs, Amazon Watch y Mining Watch, dejen de usarles como escudo y utilizar su nombre para la realización de sus supuestas luchas, que lo único que ocasionan es tensión entre bases.

Finalmente, recalcan que sus decisiones son respaldadas por la Constitución y están en todo su derecho de relacionarse con la minera Solaris Resources, para desarrollar actividades de investigación y exploración y entender la riqueza de su subsuelo. Este intento de ser vulnerados no se puede permitir, las comunidades de Warints y Yawi no desean la presencia de ningún “padraastro manipulador” como lo son las ONGs.

### **Warints, Yawi, el Ecuador está con ustedes.**

Adjuntamos Carta de las Comunidades Warints y Yawi

[Carta Abierta -Comunidades de Warints y Yawi](#)

## Comunidades shuar Warints y Yawi emplazan a Mining Watch Canada



**Octubre 4 de 2020.-** Los síndicos de los centros shuar Warints y Yawi, Agustín Kayuk y Marcelo Wachapa, respectivamente, señalaron que las ONG Amazon Watch y Mining Watch, “tienen detrás de sí una gran capacidad económica, de relaciones públicas y de movilización en redes sociales para causar una profunda división en el pueblo shuar”.

Lo hicieron en un pronunciamiento difundido después de la rueda de prensa virtual, organizada el pasado 30 de septiembre por la presidenta de la PSHA, Josefina Tunki, y suspendida cuando los representantes de base de las comunidades ya mencionadas pidieron la palabra para defenderse de las insinuaciones que recibieron de la ONG Mining Watch Canada.

La señora Tunki habló en la rueda de prensa. También lo hicieron los presidentes de CONAIE, Jaime Vargas; y de CONFENAIE, Marlon Vargas, así como el abogado Mario Melo. Ellos convinieron en la defensa del derecho de los pueblos indígenas a proteger sus territorios y su identidad y por su parte, ambos Vargas coincidieron en la necesidad de respetar el deseo de sus comunidades bases.

Kirsten Francescone, presentada como coordinadora de Mining Watch Canadá, encaró a la empresa minera.



La señora Tunki también cuestionó a sus afiliados de base, pero no lo hizo de manera espontánea. En realidad, todos escucharon que ella repetía lo que a viva voz le dictaban que dijera.

Más allá de lo anecdótico, lo cierto es que dejó prendido su micrófono y todavía se puede escuchar, perfectamente, en los audios que están en las redes sociales, que le gritaban para que llame “comprados por la minera” a los dirigentes que también querían hablar. Y que ella se esforzaba por repetir lo que le gritaban.

### **Hablan los shuar**

Los síndicos de los centros shuar Warints y Yawi, Agustín Kayuk y Marcelo Wachapa; así como sus comunidades, fueron señalados como personas que eran manipuladas, violentadas en sus derechos y cómplices de la explotación minera en sus territorios.

Como supuestas víctimas de la manipulación, ellos pidieron intervenir en la rueda de prensa, pero no los dejaron. “Si nosotros somos los supuestos manipulados y víctimas de violación de derechos, ¿por qué entonces no fuimos convocados a dicha rueda de prensa, por qué no se nos ha permitido hablar y no se nos quiere escuchar?”, interrogan ahora.

Y toman al toro por las astas. No la emprenden contra la PSHA pues también han sido dirigentes de esa organización y la respetan, sino contra quienes consideran que están detrás de esta provocación: la ONG canadiense Mining Watch.

“Sepan señores de Amazon Watch y Mining Watch que acá, en lo profundo de la selva ecuatoriana, existen dos centros shuar que se paran firmes y le gritan al mundo que sí tienen voz, que no están siendo manipulados y que tienen toda la capacidad de entendimiento y discernimiento para tomar decisiones sobre su presente y futuro”, dicen los shuar.

“Si (las ONG) conocieran y de verdad les interesaría nuestra realidad, sabrían que cada una de las decisiones que tomamos, en ambos centros shuar, tienen el respaldo de una asamblea donde están todos nuestros compañeros de la comunidad. Jamás tomamos decisiones de espaldas a ellos, siempre de frente y siempre escuchándolos”, añaden.

Y agregan: “La historia la vamos a contar nosotros, no ustedes. Nuestra historia es ahora la capacidad de dialogar y decidir sobre el presente y futuro de nuestras comunidades y sentar precedentes para que nunca más ONG usen nuestra realidad y nuestra existencia para provocar lesiones dentro de nuestra organización”.

“La presencia de las ONG ha causado serios conflictos internos dentro de PSHA... como hijos del pueblo Shuar Arutam hoy queremos decirle a nuestra organización madre que hemos madurado y que tomamos nuestras propias decisiones y que no aceptamos al padrastro manipulador que son las ONG”, concluyen.

### **Un debate necesario**

El comunicado de las comunidades Warints y Yawi remite a temas más profundos que demuestran la complejidad que reviste la realización de actividades mineras en territorios indígenas y la posibilidad de hacer las cosas bien hechas, es decir, que ayuden a terminar con la pobreza y a cerrar el abismo que existe en asuntos de acceso a servicios de calidad en educación y salud, principalmente.

Hace referencia a un hecho nunca visto en la historia ecuatoriana: que una empresa minera devuelva sin condiciones al pueblo shuar 26 terrenos que había comprado legalmente y que a partir de este hecho, inédito en la industria minera, se empiecen a construir relaciones que, hasta el momento, son de respeto y beneficio mutuo.

Nos coloca también de frente al tema de la intermediación de las ONG. 500 años de desencuentros, de “diálogos” fracasados, de sometimiento y saqueo de recursos podrían empezar a terminar porque una ONG viene a hablar de derechos humanos, progreso, civilización, modernización, identidad cultural, autodeterminación y bla, bla, bla?

¿Tienen derecho? Por supuesto, como todos los seres humanos; pero es que acaso una funcionaria de la ONG Mining Watch tiene más derecho que un dirigente nativo para hacer uso de la palabra... ¿Ella sí puede, sin ser hipócrita, cuestionar “la injerencia” en asuntos internos de una comunidad indígena?

Es necesario anotar la acusación que hizo en la rueda de prensa en contra de las comunidades de Warints y Yawi al indicar que estas propagaron el virus Covid-19 al resto de las comunidades shuar. Una grave acusación que ya fue refutada meses atrás por el Ministerio de Salud y por el gobernador de la provincia Morona Santiago.

Los dirigentes shuar señalan que el 8 de setiembre de este año el Consejo de Gobierno de la PSHA fue recibido en Warints por las dos comunidades y tuvieron la oportunidad de escuchar una amplia exposición sobre el acuerdo por tres años firmado para permitir la exploración en sus territorios, es decir, la investigación de lo que hay en el subsuelo.

Recuerdan que en esa oportunidad la PSHA agradeció la explicación y se firmaron resoluciones para trabajar coordinadamente por la reconciliación. Que el próximo 10 y 11 se debe realizar una gran asamblea general de la PSHA para ver este tema y se preguntan qué pasó entonces, dónde quedó la palabra de la PSHA.

El pronunciamiento de los shuar no deja lugar a dudas: “Exigimos que Amazon Watch y Mining Watch se abstengan de seguir usando nuestros nombres... exigimos que no hablen por nosotros y alertamos que estamos siendo vulnerados en lo que dictamina el Art. 57 de la Constitución de la República del Ecuador así como en lo establecido en el Convenio 169 de la OIT”, enfatizan.