

Introduction

The Voluntary Principles Initiative has adopted model clauses for use in security agreements between Government Security Forces and companies in the extractive and energy sectors (“Companies”).¹ They are designed to be used together or individually, but all reflect different aspects of the Voluntary Principles on Security and Human Rights as they relate to Government Security Forces. The VPI strongly recommends that its Government and Company members include these model clauses or similar variations thereof in security agreements that VPI member Government / Security Forces enter into with VPI member Companies, when relevant and applicable. The VPI encourages non-member Governments and extractive and energy sector Companies who seek to create a security framework that ensures respect for human rights related to Government Security Forces, to consider these or similar clauses for inclusion in their security agreements.

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MODEL CLAUSES FOR AGREEMENTS BETWEEN GOVERNMENT SECURITY FORCES AND COMPANIES WITH RESPECT TO SECURITY AND HUMAN RIGHTS

Preamble

The signatories to this agreement recognize the importance of actions consistent with the terms of the Voluntary Principles on Security and Human Rights, promoting and protecting human rights and fundamental freedoms, and the principle that security is a fundamental need shared by all members of society alike.

The following model clauses represent actions that Government Security Forces and Companies may jointly pursue to advance these goals, recognizing the constructive role that civil society can play in advancing them.

A. Definition of Security and Human Rights Standards

Security and Human Rights Standards shall mean the United Nations Code of Conduct for Law Enforcement Officials, the United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials, and the Voluntary Principles on Security and Human Rights (“Voluntary Principles”).

B. General Commitment to Security and Human Rights Standards

Government Security Force agrees that it will maintain law and order, including by taking actions related to security in and around the project area, consistent with the Security

¹ These clauses are not intended to be used between extractive or energy sector companies and private security forces, or between governments and private security forces.

and Human Rights Standards and in compliance with applicable national and international law – including, where applicable, international humanitarian law as well as human rights law – and in recognition of the principle that security is a fundamental need shared by all members of society alike. The Security and Human Rights Standards are attached as Annexes and form an integral part of this Agreement.

Government Security Force personnel will use force only when strictly necessary, will always use the least force necessary to address a security threat, and will use force in a manner proportionate to the threat and consistent with national law and the Security and Human Rights Standards or consistent with international humanitarian law when applicable. Government Security Force personnel will use lethal force only where there is an imminent threat to human life or consistent with international humanitarian law as applicable. Company will communicate its policies regarding ethical conduct and human rights to Government Security Force. Government Security Force will strive to act consistent with those policies in relation to providing security to the Company's property, facilities or personnel. *[An alternative to last sentence: Company will communicate its policies regarding ethical conduct and human rights to Government Security Force. Government Security Force will strive to act consistent with those policies in and around the project area.]*

C. Training of Government Security Force Personnel on Security and Human Rights

Before being deployed to the project area or specifically to protect Company, Government Security Force will provide training to its personnel on the Security and Human Rights Standards. This training will include how to implement the Security and Human Rights Standards, including the following Core Competencies: (i) an awareness of the Security and Human Rights Standards as they apply to Government Security Force personnel, including international human rights and humanitarian law and international law enforcement principles; (ii) an understanding of, in the event of any violation or abuse of human rights, the legal consequences for the particular individuals involved, the Government Security Force, and Company; (iii) knowledge of common scenarios in which violations and abuses of the law and international protocols and conventions might take place; and (iv) awareness of and an ability to apply the procedures that Government Security Force personnel should follow in order to avoid such violations and abuses, including practical steps to take in the context of security incidents, protests, or strikes on, in the vicinity of, or related to the project area. Government Security Force agrees to share information with Company upon request that demonstrates that Government Security Force personnel received the training and met the Core Competencies.

D. Screening with respect to Security and Human Rights

The Government Security Force agrees to ensure that Government Security Force personnel who have faced credible allegations that they committed violent crimes or were involved in human rights abuses, will not be assigned duties in and around the project area. Any Government Security Force personnel active in and around the project area, who is

found later to be credibly implicated in human rights abuses, will be removed from the area and will be dealt with in accordance with applicable national and international law.

E. Chain of Command and Communications

Company has no authority and shall not supervise, direct, or control any mission, assignment, or function of Government Security Force. Government Security Force will operate, at all times, under its own chain of command, and nothing in this Agreement shall be construed to suggest that the Government Security Force, or any of its members, are the agents, partners, employees, or representatives of the Company in any capacity.

The Government Security Force agrees to appoint a liaison to meet on an agreed regular basis with individuals appointed by the Company to discuss security issues of mutual concern, including the potential for violence and impacts on communities from the activities of Government Security Force, and any security incidents and complaints against Government Security Force personnel that have been provided to the Company. Company and Government Security Force agree to consult on a periodic basis with local communities regarding impacts of Government security activities, and to identify community concerns regarding security-related matters.

F. Use and Control of Weapons and Equipment

Company shall not be required to, and Government Security Force shall not request that, Company provide lethal weaponry, including hard ammunition, or make any payment in order to procure such weapons, weaponry, or ammunition. Government Security Force agrees that no support, including any payments, provided by Company shall be used for lethal weaponry or other lethal equipment. Government Security Force agrees that any equipment provided by Company will not be used for any other purpose than that contemplated by this agreement and will only be used when personnel are on duty, or as otherwise specified in this Agreement.

G. Investigation of Security Incidents

Government Security Force agrees to promptly advise Company of any security incident involving use of weapons or use of force, and of any alleged human rights violation or abuse in which Government Security Force personnel was involved while performing their duties in relation to the Company's property, facilities or personnel. Government Security Force will promptly investigate, report, and resolve all such incidents, potential violations or abuses in accordance with applicable national and international law. Government Security Force will regularly inform Company of progress in the investigation or proceedings following the investigation. During the course of the investigation or proceedings, Government Security Force agrees to suspend the personnel under investigation or being prosecuted from his/her duty in and around the project area.

Government Security Force will not object to Company recording and reporting credible allegations of human rights abuses by Government Security Force to appropriate authorities. Company agrees to promptly notify Government Security Force of complaints against Government Security Force personnel that have been lodged with Company, either through the Company's appointed liaison or other appropriate means.

If the Government Security Force or appropriate official investigation finds that Government Security Force personnel used disproportionate force, violated or contravened the Security and Human Rights Standards, human rights and/or international humanitarian law, or agreements on use of weapons or other equipment, personnel shall be subject to appropriate disciplinary action by the Government Security Force and/or be reported to the appropriate authorities, and Government Security Force shall take appropriate action to prevent recurrence.

H. Transparency

The Parties agree to make their security arrangements transparent and accessible to the public, subject to any overriding safety and security concerns.

I. Medical Care for the Injured

Consistent with the Voluntary Principles, Government Security Force and Company, as appropriate, will seek to assist in having medical care promptly provided to anyone receiving physical injuries resulting from an event of a violent confrontation involving Government Security Force in and around the project area.