# Annex E. Template Memorandum of Understanding

*This template is designed for a company seeking to establish a memorandum of understanding (MOU) with a government and/or its public security forces. The parts in blue italics should be completed based on the particular context. This template outlines key topics typically included in an MOU, and it provides examples and/or sample text in some cases. It should be noted that there is no single approach for establishing and documenting an MOU, and, as with any template, the content should be reviewed and adapted for the specific situation.*

## Memorandum of Understanding between *Company* and *Host Nation*

## A. Basic References

* Constitution and national laws
* Company’s relevant policies (e.g., Security Policy, Ethics Policy, Human Rights Policy, Code of Conduct, etc.)
* Voluntary Principles on Security and Human Rights
* Relevant United Nations protocols and standards

## B. Purpose

To clarify and define the relationship and responsibilities of the Company and the Host Nation Security Forces (e.g., police, army, navy, etc.) in maintaining and supporting law and order at and in the vicinity of the Company’s facilities and in its activities.

## C. General Principles

*Company* (“the Company”) joins with the *Host Nation Security Force or appropriate ministry* in agreeing with the following principles:

* The *Host Nation government*, through its police or other public security forces, has the primary responsibility to provide security, enforce the law, and maintain order in the country.
* Both the Company and the *Host Nation police* pledge to respect human rights at all times.
* Both will approach all issues, including those affecting local communities, on the basis of mutual respect, with a commitment to discuss and solve all issues without resorting to violence or intimidation.
* In providing a safe and secure environment, both agree that force will only be used as a last resort and then only the minimum force necessary to restore peace and to prevent injuries and fatalities.
* In safeguarding the integrity of company personnel and property, the Company is committed to obey the laws of *Host Nation* and to promote the observance of applicable international law-enforcement principles.
* The Company’s security will not act as part of the public security forces, will not undertake activities outside the Company’s property, and will not take offensive action.
* The Company and its security retain the right of self-defense in the event of attack.

The Company commits that its security personnel will comply with the standards of and be trained with regard to the *Voluntary Principles on Security and Human Rights* and the *UN Basic Principles on the Use of Force and Treatment of Offenders*. The Company requests that public security adhere to the same standards when working with the Company and supporting company security. In the event that force must be used, any injured persons will be provided medical attention regardless of who perpetrated or initiated the incident. Any incident resulting in a fatality will be investigated by the relevant *Host Nation* authorities, and any appropriate disciplinary action will be taken.

## D. Joint Security Measures

*This section describes any relevant joint undertakings, as appropriate. This may include joint efforts to manage specific threats, procedures for the Company to request police assistance, coordination and communication mechanisms, etc.*

*This section may also delineate responsibilities, handover mechanisms (both from private security to public security and back again after a threat is contained), and other coordination obligations. For example, “In principle, the Company’s security will enforce the Company’s policies on company property and only ask for help from the Host Nation police if the private security guards cannot manage the situation.”*

Nothing in this memorandum restricts the authority of the *Host Nation government* or public security forces operating under its orders to defend the nation, maintain law and order, and enforce the Constitution.

## E. Joint Training

In accordance with the provisions of this memorandum, the Company shall undertake training to make its personnel aware of their responsibilities.

*Where relevant, this section describes joint training efforts—either aspirations to “explore opportunities to work together” or specific already agreed undertakings, such as training events, rehearsals, walk-through exercises, and other preparations.*

## F. Administration and Support

Both the Company and the *Host Nation police* bear the cost for their normal and routine operations as they provide security to the Company’s operations.

If the Company requests security assistance from the police, the Company is prepared to support with assistance under the following formula:

* The Company will make payments for transportation, food, and lodging in accordance with *Host Nation* law, but only to an institutional account, not to an individual.
* The assistance, financial or in-kind, must conform to *Host Nation* law and must be transparent and documented; a written receipt is required for all transfers.
* The Company will not provide weapons, ammunition, or funding to purchase lethal weapons for the *police*.
* The Company reserves the right to make all such transactions public at its discretion.

This memorandum is in effect until it is nullified by either party. Cancellation or nullification requires 30 days’ notice in writing. In such cases, a new memorandum may be negotiated between the parties at any time.