

PRIVATE MILITARY & SECURITY COMPANIES: FUTURE CHALLENGES IN SECURITY GOVERNANCE

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INTRODUCTION

Private military and security forces, in various forms, have been around for as long as there has been war and insecurity.¹ In the first and second centuries BC, Carthaginians used Numidian mercenaries, in the fifth century the Romans used Germanic mercenaries on their northern borders, the Byzantines hired the Spanish in the fourteenth century,² the English used Prussian “Hessians” in the American War of Independence,³ and the Swiss Guard have been providing protective services to the Vatican since 1506. These forces were used by strong regional and local powers to safeguard or expand territory or other spheres of influence under their control.

The Treaty of Westphalia in 1648, however, which ushered in the “era of sovereign nation states,” helped to streamline and consolidate this piecemeal security provision. In assuming control over its territory, the state undertook to protect its lands and people with public forces. State responsibility for the provision of security to protect state interests became the preferred standard for the use of security forces. In this top-down approach, the only legitimate use of force was that sanctioned and regulated by the state—and such force was meant to be sufficient to protect the various individual and private security needs, so long as they were in line with state interests. The state-centric security model became so widely-accepted as the norm that it formed the basis for “collective security” in the UN charter—so long as each state did its job in securing its own territory and taking care that individual or private threats did not spill out beyond its borders to undermine international security, then war among states could be avoided—even abolished. Unfortunately, this state-centric model of security did not fulfil these lofty aspirations.⁴

The end of Cold War bipolarity has seen both the massive downsizing of state armed forces as well as an increase in the number

¹ The authors would like to thank Chris Sanderson, Siw Dörte Hempfing and André du Plessis for their valuable contributions to the text. All photographs are the property of the authors or have been used under a creative commons license from Frasi977, h de c, and monojussi.

² Edward Kwakwa, “The Current Status of Mercenaries in the Law of Armed Conflict,” *Hastings International and Comparative Law Review* 14, (1990): 75.

³ James Kwok, “Armed Entrepreneurs: Private Military Companies in Iraq” *Harvard International Review*, (Spring 2006): 34.

⁴ Reference to the Montreux Document (2008) and the International Code of Conduct for Private Security Service Providers (2010).

and type of security threats, as states, aspiring states and other interests grapple with a new world (dis)order. In some measure, within this shake up of the international security sector—with both new and existing actors scrambling to secure their spheres of influence—can be found echoes of pre-Westphalian times. Finding new opportunities in a changing security landscape, private actors are increasingly taking advantage of porous borders and availability of powerful and relatively cheap weapons to support a wide variety interests. Among these private actors are private military and security companies (PMSCs)⁵ joining the security sector in increasing amounts, bringing potent market forces to bear on the international security sector. Some recent responses have taken innovative approaches to these threats, creating multi-stakeholder alliances among states, industry and civil society.

This paper will take a look at future trends in the international private security sector, beginning with an overview of some of the emerging private threats impacting the security sector today. This will be followed by a brief analysis of some of the challenges and opportunities posed by these actors to the security sector today and beyond. Finally, the paper will finish with some recommendations for responses to these challenges.

⁵ The Montreux Document (2008) defined private military and security companies (PMSCs) as: “private business entities that provide military and/or security services, irrespective of how they describe themselves. Military and security services include, in particular, armed guarding and protection of persons and objects, such as convoys, buildings and other places; maintenance and operation of weapons systems; prisoner detention; and advice to or training of local forces and security personnel.”

1. PRIVATE THREATS TO INTERNATIONAL SECURITY

In the wake of the end of the Cold War, a number of private actors have come to threaten the state-centric model of security. Crossing borders often and with ease, these security threats confound traditional approaches to state security requiring innovative responses from the security sector. Indeed, some of these threats have even gained a measure of legitimacy through their ability to identify and supply local needs and demands—for example, by offering services to host populations or by building patronage networks.

1.1 PIRACY

One example of this trend is maritime piracy, a phenomenon that is on the rise, both in terms of the number of incidents and the level of associated violence. The International Maritime Bureau reports that in 2009 153 vessels were boarded and forty-nine vessels were hijacked. In addition, eighty-four attempted attacks were made and 120 vessels fired upon, up from forty-six in 2008. In the course of these incidents, a total of 1,052 crew were taken hostage, sixty-eight were injured and eight were killed.⁶ While traditional centres of piracy, such as the Straits of Malacca, have seen a rise in incidents, much of the new wave in piracy has occurred in the Indian Ocean, off the Somali coast, and in the Gulf of Guinea, off the coast of Nigeria. Equipped with increasingly sophisticated weapons and faster boats, modern-day pirates have been able to operate far out to sea. The enormous ransoms they are able to demand in exchange for the safe return of captured ships and sailors have fuelled their number; particularly as traditional sources of income (such as fishing) come under pressure.

In response to this increase in maritime piracy, states have had to adopt innovative and collaborative approaches to effectively counter them. Nevertheless, these have been insufficient. Even with around

⁶ ICC International Maritime Bureau. "Piracy and Armed Robbery against Ships" *Annual Report 2009* (2010), 8.

fifteen states conducting anti-piracy naval patrols in the Indian Ocean, under various commands, and a slew of resolutions passed by the United Nations Security Council authorising nations to patrol the waters off the Somali coast and to pursue pirates, both on the high seas and in Somali territorial waters, the thirty or so warships involved are not nearly enough to secure the area. Even when equipped with helicopters and speedboats, the size of the area means they are often too late on the scene to be of much use. Furthermore, it is unclear whether expensive naval vessels, designed for war fighting, are really the best tools with which to combat pirates in small skiffs and speedboats.

The size of the threat and the inadequacy of states' responses have combined to make private military and security companies an attractive option for shipping firms and they are increasingly involved in planning, ransom delivery, negotiations, guarding and seaborne patrol duties. There are, however, no universally recognised guidelines for how these actors should behave. Several maritime organisations have published their own guides to best practice in deterring piracy, including, for example, the International Maritime Bureau's *Advice to Masters* and the International Maritime Organization's *Guidance to Ship Owners and Ship Operators, Shipmasters and Crews on Preventing and Suppressing Acts of Piracy and Armed Robbery Against Ships*. However, the complicated intersection between international law, maritime law and contract law that covers such situations makes it likely that contractors will act in a wide variety of different ways, not all of them ideal. While violent examples immediately spring to mind, perhaps the greatest threat to security posed by private security firms is that they have facilitated the payment of ransoms by ship-owners. As United States (US) Defense Secretary, Robert Gates, remarked in April last year, the fight against piracy would be going better if ship-owners stopped paying to regain their vessels.

1.2 ORGANISED CRIME

A second example is that of organised crime groups. These are involved in the trafficking of drugs, people and weapons, in profit-related activities, such as money laundering, as well as in providing services to the communities in which they are embedded, through, for example,

patronage networks or the provision of alternative justice. Such groups use violence to accumulate capital and secure economic power and, in many parts of the world, their activities reveal alternative networks of power, authority and self-governance that erode and undermine state legitimacy. Many of these operate internationally, fleeing from one state to another and complicating traditional state-centric approaches to oversight and accountability.

Many other examples of private threats exist and are increasing, including citizen militias, vigilante groups, criminal mafias and armed insurgents, underlining the key point that in places where state power has eroded, or where trust in its ability to administer justice has evaporated, private alternatives quickly fill in these gaps. Indeed, the number of non-state actors taking matters of security for their particular activities into their own hands is on the rise. In other examples, the state itself has made a conscious decision to outsource some aspects of its power to private security companies or to private prisons, for example. This creates a security environment in which private threats are on the rise, alongside an increasing diversity in the different kinds of clients seeking private protection.

2. INCREASED STATE OUTSOURCING OF SECURITY ACTIVITIES

Along with the increase in private threats to international security are increases in the clients hiring private security service providers. While it is well-known that some states are hiring these companies to support them in military operations, states are hiring private companies to support a number of other traditionally state-security activities.

2.1 SECURITY SECTOR REFORM (SSR)

Much has been written about the use of contractors in military operations in Iraq and Afghanistan. High-profile incidents such as the prisoner abuse at Abu Ghraib prison in 2004, or the shootings at Nisour Square in September 2007 (both in Iraq) served to bring attention to these actors, as well as to the related difficulties of holding such private actors accountable. What has been less in the public eye is the use of such private contractors to perform SSR-related services, such as training public police and state armed forces. For example, in 2004, the US Department of State contracted with DynCorp International to establish a state army from the ground up in Liberia.⁷ At the 2009 International Peace Operations Association (IPOA) Annual Summit, US Department of Defense (DoD) personnel from Africom announced a policy of including PMSCs in their SSR activities in Africa. While such use of PMSCs is on the rise, there is some doubt whether these training programmes are part of an overarching holistic approach to SSR, where other actors in the security sector such as the judicial branch or civil society are also enhanced and strengthened in order to help ensure that the reforms are sustainable.

2.2 PRISONS

The increased privatisation of prisons also has important implications for the security sector and its effective functioning/reform. In fact, privatisation with regards to prisons is occurring on two levels resulting in “double privatisation” occurring in the sector: 1) privatisation of ownership and management of prisons, and 2) the contracting

⁷ See, for example, Sean McFate, “I Built an African Army,” *Foreign Policy* (January 2010), http://www.foreignpolicy.com/articles/2010/01/07/i_built_an_african_army (accessed October 2010).

out of prison inmate labour, with the latter amounting to a 1.4 billion USD industry. Privatisation of prisons is primarily an Anglo-Saxon phenomenon with most private prisons located in Australia, Canada, the United Kingdom (UK) and the US. To support the operation of these prisons, a global multi-stakeholder network of government agencies, corporations, and professional associations has emerged taking on roles in law-making, norm formation and standard-setting. Professional associations—the American Correctional Association (ACA) in the US, for example—play a huge role. Indeed, the ACA manual plays a greater role than government authority in establishing prison standards and in transforming vague directives and standards (against, for example, “cruel and unusual punishment”) into specific operational terms.

2.3 INTELLIGENCE

Given the nature of the service, private involvement in intelligence gathering may sometimes be essential. Agencies need the cooperation of telecommunications and IT firms to establish wiretaps and monitor communications. The procurement and continuing operation of high-tech equipment, such as spy satellites, may only be possible through public private cooperation. While very little information is available on the precise nature of intelligence privatisation, it seems clear that it is a growing industry in many parts of the world, particularly since September 11.⁸

Simon Chesterman, one of the few authors to publish on this issue, writes that the US spent 70 percent (roughly 42 billion USD) of its 2005 intelligence budget on private contractors. Furthermore, he reports that private contractors outnumber their public colleagues at the Pentagon’s Counterintelligence Field Activity unit, at the Defence Intelligence Agency, in the CIA’s National Clandestine Service and at the National Counterterrorism Center. These contractors are involved in all aspects of intelligence gathering, including covert operations. To give just one example, the British firm Aegis was awarded a 300 million USD contract in 2004 which required the hiring of a team of analysts with “NATO equivalent SECRET clearance.”⁹

⁸ Simon Chesterman, “‘We Can’t Spy ... If We Can’t Buy!’: The Privatization of Intelligence and the Limits of Outsourcing ‘Inherently Governmental Functions,’” *The European Journal of International Law* 19, no.5 (2008): 1055–6.

⁹ *Ibid.*, 1058.

This aspect of public private cooperation raises many familiar questions regarding oversight and accountability. Contractor involvement in intelligence activities often shields such activity from scrutiny by oversight bodies, as well as leading to conflicts of interest when commercial and operational priorities collide.¹⁰

¹⁰ Chesterman, “We Can’t Spy ... If We Can’t Buy!,” 1054–74; Mark Mazzetti, “U.S. Still Using Private Spy Ring, Despite Doubts,” *The New York Times*, May 15, 2010.

3. INCREASE IN PRIVATE SECURITY CLIENTS

3.1 INTERNATIONAL ORGANISATIONS¹¹

Since the late mid-to-late 1990s, the UN has used PMSCs for a variety of tasks including specialist services (such as de-mining, intelligence), support services (helicopter services, logistics, maintenance), and the more conventional PMSC security services (armed and unarmed security, security consulting and training). While there is little detailed information or data available on UN PMSC contracting policies or patterns, it is clear that there is a lot of this contracting going on.¹²

Some recent examples of UN PMSC contracts:

Specialist services

For de-mining services ArmorGroup is frequently used. For example, it has had contracts in Sudan (awarded in 2006) and Nepal. In Nepal (UNMIN) it did de-mining, demolition, as well as consulting and monitoring of this process.

Mission Support

Pacific Architects and Engineers (PAE) provided fuel, vehicles, and rations for the new UN mission in Ivory Coast. The same company also provided air traffic control, airport operation and management in the Democratic Republic of the Congo (DRC) in 2004, as well as security for the same mission (MONUC).

Security

In Afghanistan, the UN contracted an Afghan subsidiary of the London-based company ISG Security Ltd. to provide 169 Gurkhas, according to figures compiled by the UN Mission in Afghanistan. They are charged with supplementing security provided by the Afghan National

¹¹ The information in this section is based on a forthcoming DCAF Policy Paper on the use of private security providers by the UN, by Ase Ostensen, to be published in 2011.

¹² One possible indicator, the miscellaneous budget category “politics, peacekeeping and mine action services” ranked third on a list of goods and services most often procured by UNOPS, totaling more than one hundred million USD in 2008, and over 78 million in 2009. However, given the lack of itemized entries, there is no way of telling what percentage of these expenditures were made on services and how much were spent on goods. (UNOPS 2010, 2009 Annual Statistical Report on United Nations Procurement).

Police.¹³ This example is interesting as it involves the performance of official police tasks rather than “private” activities.

In 2008 UNHCR contracted security maintenance services from Defense Systems Africa, Office security services from G4S, and guard services from G4S Gurkha services limited. The UNDP contracted Saladin security for security services the same year.

With the increased use of these actors by the UN also come questions of accountability. As an organisation made up of states, but without states’ oversight institutions nor their enforcement ability, the UN is not equipped to hold private actors accountable when they violate international law or human rights.

3.2 MULTINATIONAL CORPORATIONS

Many multinational corporations use private security services to protect their factories and other business installations, particularly those located in areas where state security is weak, or where there may be regular outbreaks of violence. An example of this is the extractive industry which has many installations located in areas requiring extra security. The needs of many extractive installations are extensive and many extractive companies have whole divisions devoted to the selection and training of private security providers, often hiring them as employees to provide in-house security. The importance of private security to the extractive industry business was recognised in the *Voluntary Principles on Security and Human Rights* (Voluntary Principles). The fruit of a multi-stakeholder initiative in which states and civil society worked with industry, the Voluntary Principles seek to provide “guidance to extractive companies on maintaining the security of their operations in a manner that respects human rights and fundamental freedoms.”¹⁴

¹³ Colum Lynch, “UN Embraces Private Military Contractors,” *Foreign Policy* (January 2010), http://turtlebay.foreignpolicy.com/posts/2010/01/17/un_embraces_private_military_contractors (accessed October 2010).

¹⁴ Vision Statement of the Voluntary Principles, available online at: http://voluntaryprinciples.org/files/VPs_10_Year_Anniversary_Press_Release_March2010_London.pdf

3.3 HUMANITARIAN ORGANISATIONS

Perhaps one of the least well-known clients of PMSCs are humanitarian organisations. Increasingly, the target of attacks while working in the field,¹⁵ humanitarian organisations often require additional security in order to perform their missions. While most private security companies hired by humanitarian organisations are unarmed, in some exceptional cases armed security is provided. It is clear that this is a growing trend, with more and more organisations in the field hiring mostly local private security guards.¹⁶ For the most part, these organisations have been hiring private security providers on an *ad hoc* basis with little in the way of standard protocols or policies. However, as some have had negative experiences with private security providers, it has become increasingly clear that policy guidelines need to be developed that provide humanitarian organisations with guidance as to when and how they should hire such companies, particularly with regards to vetting and training.

¹⁵ For some examples of attacks against humanitarian organisations, see André du Plessis, “The Global Code of Conduct for Private Security Companies: Why it Matters to Humanitarian Organisations,” *Humanitarian Exchange Magazine*, <http://www.odihpn.org/report.asp?id=3122> (accessed October 2010).

¹⁶ Abby Stoddard, Adele Harmer and Victoria Di Domenico, “The use of Private Security Providers and Services in Humanitarian Operations,” *HPG Report*, (October 2008).

4. CHALLENGES

There is no doubt that a huge wave of privatisation is sweeping across nearly all aspects of the international security sector bringing a number of important challenges

4.1 LACK OF COORDINATION AMONG DIFFERENT SECURITY PROVIDERS

With private or individual interests purchasing security services to protect their particular interests, the model is moving away from a state-monopolistic, state coordinated security provision to one in which many different unrelated actors provide security on an *ad hoc* basis. This decentralisation of security can create situations in which security coverage is patchy, resulting in both gaps and overlaps. In the area of SSR, the lack of a holistic approach among the different actors of the larger security sector (such as, police, armed forces, border guards, judiciary and prisons, parliaments and civil society) can undermine the long-term sustainability of reform efforts, such as the training by PMSCs of police forces.

4.2 LACK OF EFFECTIVE OVERSIGHT AND ACCOUNTABILITY

Related to the decline of traditional state-centric security systems is the breakdown of effective oversight and accountability mechanisms. Where the state has less control of private security forces, it also has less ability to hold such actors accountable when violations occur. As most “hard law” depends upon a state’s ability to enforce it within its territory, the ease with which private actors cross borders and can escape territorial reach undermines the enforcement of both national and international law.

4.3 ASSYMETRY IN SECURITY PROVISION

The private contractual nature of these services means that PMSC contracted security obligations run to their clients, but not to the public at large. This can create an asymmetric situation in which some are provided with more security than others and, furthermore, the security measures employed to protect paying clients may negatively impact on

those not-paying. This shift in obligation from providing security for the “common good” to that of the paying client has huge implications for how security is provided generally. It stands to reason that in this new paradigm, decisions on how security should be provided would begin with the client’s needs, followed by those of the wider community. At the same time, it may not always be the client’s best interest that guides decision-making. For example, it has been suggested by one journalist that the scope and duration of training programmes were extended beyond what was appropriate in order to secure the greatest possible return on investments.¹⁷

¹⁷ David Isenberg, “Private Military Contractors as Buzz Lightyear: To Afghanistan and Beyond,” *The Huffington Post*, March 11, 2010.

5. OPPORTUNITIES

While private security services certainly pose significant challenges, they may also provide some significant benefits and opportunities.

5.1 COST SAVINGS AND EFFICIENCY

While the jury is still out on whether PMSCs are more cost-efficient than state armed forces in the long-run,¹⁸ there are some studies that indicate that private services are more cost-efficient generally. For example, one study touted a 38 percent decrease in costs for private prisons in the UK when compared to state-run-prisons.¹⁹ During this economic downturn, strategies for achieving cost-savings figure prominently in defence budget discussions and will likely be a continuing trend in the debate about PMSCs.

5.2 INNOVATIONS IN THE PROVISION OF SECURITY

Competition is another market force which can shape the way private security is provided. Not only does it have the potential to keep costs down, but it also can encourage innovation and development of new technologies that support improved methods for providing security. Contrary to popular perceptions, not all PMSCs believe it is an advantage to be armed while providing security—citing the increased risks inherent to carrying weapons while providing security and the costs associated with those risks. To minimise such risks, new technologies are being developed that support efficient security provision without the use of arms. For example, innovations in secure containers for carrying large amounts of cash that make it effectively impossible for would-be thieves to steal even if they manage to get possession of the containers,²⁰ relieving security of the need for firearms.

¹⁸ For further discussion, please see Deborah D. Avant, *The Market for Force: The Consequences of Privatizing Security* (New York: Cambridge University Press, 2005); Eric Fredland, "Outsourcing Military Force: A Transactions Cost Perspective on the Role of Military Companies" *Defence and Peace Economics* 15 (2004): 205–219.

¹⁹ Gary Sturgess, "Market Testing," *Ethos Journal* (Autumn 2010), <http://www.ethosjournal.com/home/item/183-market-testing> (accessed October 2010).

²⁰ For a discussion of their use in the EU, see: EURICPA, *White Paper on Professional Cross-Border Transportation of Euro-Cash by Road Between Member States*, (Brussels: EURICPA, 2009), http://ec.europa.eu/economy_finance/publications/publication15735_en.pdf

6. RESPONSES: A MULTI-STAKEHOLDER WAY FORWARD

While PMSCs present important challenges to the traditional security systems, some recent multi-stakeholder standard-setting and regulatory initiatives hold some real promise for effective responses.

6.1 VOLUNTARY PRINCIPLES ON BUSINESS AND HUMAN RIGHTS

As previously mentioned, the *Voluntary Principles on Business and Human Rights* is a multi-stakeholder initiative which aims to set human-rights compliant standards for the extractive industry. Now in its 10th year, the initiative relies on its three stake-holder pillars (composed of states, the extractive industry, and human rights organisations). Criticised for its lack of effective oversight, the initiative is in the process of reorganising its structure to include a more robust and effective secretariat. Notwithstanding its weaknesses, it has clearly had a positive impact on human rights as part of its “in-country” programmes, which focus on operations within a particular state.²¹

6.2 SPECIAL REPRESENTATIVE OF THE UN SECRETARY GENERAL ON BUSINESS AND HUMAN RIGHTS

In July 2005, Kofi Annan appointed Professor John G. Ruggie to be Special Representative of the UN Secretary-General on Business & Human Rights. In 2008, this mandate was extended by the UN Human Rights Council in order to provide views and concrete and practical recommendations on ways to strengthen the protection of human rights from abuses by or involving transnational corporations and other business enterprises, including through international cooperation”²² To this end, Professor Ruggie developed the “Protect, Respect and Remedy” framework which rests on three pillars: 1) the state duty to protect against human rights abuses by non-state actors, including businesses, through appropriate

²¹ For more information, please visit the Voluntary Principles website at <http://www.voluntaryprinciples.org/>

²² HRC Resolution 8/7. Mandate of the Special Representative of the Secretary-General on the issue of human rights and transnational corporations and other business enterprises, available on-line at http://ap.ohchr.org/documents/E/HRC/resolutions/A_HRC_RES_8_7.pdf

regulation, policies, and adjudication; 2) the corporate responsibility to respect human rights, which means to act with due diligence to avoid infringing the rights of others and to address adverse impacts that occur; and 3) increased access for victims to effective remedies, both judicial and non-judicial. Professor Ruggie is working on an operational plan for the Protect, Respect and Remedy framework, which is due for completion by 2011.²³

6.3 THE MONTREUX DOCUMENT

Seeking to address gaps in international humanitarian law as it applies to PMSCs, in September 2008 the Swiss government in cooperation with the International Committee of the Red Cross (ICRC) concluded an intergovernmental dialogue on how to “ensure and promote respect for international humanitarian and human rights law”²⁴ by states and PMSCs operating in areas of armed conflict. The initiative’s stated objectives were 1) to clarify the existing obligations of states and other actors under international law; and 2) to develop good practices, regulatory options and other measures at the national and possibly international level.²⁵

The Montreux Document has been almost universally welcomed. Some have praised it for its generally inclusive and even-handed approach²⁶ and others have commented on the quality of its content.²⁷ While the target audience of the Montreux Document was primarily states, it also adopted a multi-stakeholder approach to develop the document, bringing together representatives from governments, human rights organisations and the PMSC industry to build consensus on how to best achieve the objectives stated above. Two years later, thirty-five states have endorsed the Document.²⁸

²³ For more information, please visit Professor Ruggie’s web portal, available on-line at: <http://www.business-humanrights.org/SpecialRepPortal/Home>

²⁴ Overview of the Swiss Initiative, available on-line at: <http://www.eda.admin.ch/psc>

²⁵ *Outline of the Swiss Initiative* (November 2007), 2, <http://www.eda.admin.ch/psc>

²⁶ See, for example, Doug Brooks, “The Swiss Show Some Initiative,” *Journal of International Peace Operations* 3, no. 6 (May-June 2008), 4.

²⁷ For example Amnesty International, even while criticizing some aspects of it, noted that it is a text with many useful elements that provides a number of detailed and useful recommendations for States. See, for example, *Amnesty International Public Statement on the Montreux Document on Pertinent International Legal Obligations and Good Practices for States related to the Operations of Private Military and Security Companies during Armed Conflict*, <http://www.amnestyusa.org/document.php?id=ENGIOR300102008>

²⁸ For an up-to-date list of endorsing states, please visit: <http://www.eda.admin.ch/eda/en/home/topics/intla/humlaw/pse/parsta.html>

6.4 THE INTERNATIONAL CODE OF CONDUCT FOR PRIVATE SECURITY SERVICE PROVIDERS

In response to industry demands to develop international standards for private security service providers, the Swiss government launched another initiative to develop an *International Code of Conduct for Private Security Service Providers* (ICoC) which would articulate clear standards for private security providers based on international human rights law, as well as develop an independent oversight and compliance mechanism to provide effective sanctions when the ICoC is breached, as well as remedies to victims. Once again developed through a multi-stakeholder approach, including private security companies, states and civil society, the ICoC was finalised and signed by participating companies in November 2010. The ICoC uses contractual mechanisms to impose human-rights-compliant standards *directly on the companies themselves, regardless of where they are operating*. Currently, the ICoC is in an institution-building phase led by a multi-stakeholder Steering Committee to develop the operational framework for the oversight institution. It is expected that this framework will be completed by the end of 2011, and the institution should be functioning by the end of 2012.²⁹

²⁹ For more information about the International Code of Conduct for Private Security Service Providers, please visit: http://www.dcaf.ch/privatisation-security/_index.cfm

CONCLUSIONS

In a time of increasing security threats—both public and private-- which affect states and a multitude of private actors, as well as decreasing state capacity to meet those threats, the trend to use private military and security companies will likely continue to increase and shape international security. In defiance of the traditional paradigm of state-centric security, these private security actors pose real challenges to effective regulation of their services, particularly accountability for violations of human rights and remedies to victims. However, these actors can also challenge security provision in a positive manner, through innovations and the possibility of cost-effectiveness that may be welcome in difficult economic times. The recent trends towards privatisation of security and the impact of international business on the enjoyment of human rights have also served as the impetus to forge surprising alliances among states, industry and civil society groups. These multi-stakeholder efforts may be able to find real solutions to some of these challenges, building innovative and flexible frameworks that can respond to the confluence of global, economic and human security that characterises today's 21st century world.

ANNEX I:

MONTREUX DOCUMENT

ON PERTINENT INTERNATIONAL LEGAL OBLIGATIONS AND
GOOD PRACTICES FOR STATES RELATED TO OPERATIONS OF
PRIVATE MILITARY AND SECURITY COMPANIES DURING ARMED
CONFLICT

PART ONE

PERTINENT INTERNATIONAL LEGAL OBLIGATIONS RELATING TO PRIVATE MILITARY AND SECURITY COMPANIES

INTRODUCTION

The following statements aim to recall certain existing international legal obligations of States regarding private military and security companies. The statements are drawn from various international humanitarian and human rights agreements and customary international law. This document, and the statements herein, do not create legal obligations. Each State is responsible for complying with the obligations it has undertaken pursuant to international agreements to which it is a party, subject to any reservations, understandings and declarations made, and to customary international law.

A. CONTRACTING STATES

1. Contracting States retain their obligations under international law, even if they contract PMSCs to perform certain activities. If they are occupying powers, they have an obligation to take all measures in their power to restore, and ensure, as far as

possible, public order and safety, i.e. exercise vigilance in preventing violations of international humanitarian law and human rights law.

2. Contracting States have an obligation not to contract PMSCs to carry out activities that international humanitarian law explicitly assigns to a State agent or authority, such as exercising the power of the responsible officer over prisoner of war camps or places of internment of civilians in accordance with the Geneva Conventions.
3. Contracting States have an obligation, within their power, to ensure respect for international humanitarian law by PMSCs they contract, in particular to:
 - a) ensure that PMSCs that they contract and their personnel are aware of their obligations and trained accordingly;
 - b) not encourage or assist in, and take appropriate measures to prevent, any violations of international humanitarian law by personnel of PMSCs;
 - c) take measures to suppress violations of international humanitarian law committed by the personnel of PMSCs through appropriate means, such as military regulations, administrative orders and other regulatory measures as well as administrative, disciplinary or judicial sanctions, as appropriate.
4. Contracting States are responsible to implement their obligations under international human rights law, including by adopting such legislative and other measures as may be necessary to give effect to these obligations. To this end they have the obligation, in specific circumstances, to take appropriate measures to prevent, investigate and provide

effective remedies for relevant misconduct of PMSCs and their personnel.

5. Contracting States have an obligation to enact any legislation necessary to provide effective penal sanctions for persons committing, or ordering to be committed, grave breaches of the Geneva Conventions and, where applicable, Additional Protocol I, and have an obligation to search for persons alleged to have committed, or to have ordered to be committed, such grave breaches and bring such persons, regardless of their nationality, before their own courts. They may also, if they prefer, and in accordance with the provisions of their own legislation, hand such persons over for trial to another State concerned, provided such State has made out a prima facie case, or to an international criminal tribunal.
6. Contracting States also have an obligation to investigate and, as required by international law, or otherwise as appropriate, prosecute, extradite or surrender persons suspected of having committed other crimes under international law, such as torture or hostage taking, in accordance with their obligations under international law. Such prosecutions are to be carried out in accordance with international law providing for fair trial, mindful that sanctions be commensurate with the gravity of the crime.
7. Although entering into contractual relations does not in itself engage the responsibility of Contracting States, the latter are responsible for violations of international humanitarian law, human rights law, or other rules of international law committed by PMSCs or their personnel where such violations are attributable to the Contracting State, consistent with customary international law, in particular if they are:

- a) incorporated by the State into its regular armed forces in accordance with its domestic legislation;
 - b) members of organised armed forces, groups or units under a command responsible to the State;
 - c) empowered to exercise elements of governmental authority if they are acting in that capacity (i.e. are formally authorised by law or regulation to carry out functions normally conducted by organs of the State);
or
 - d) in fact acting on the instructions of the State (i.e. the State has specifically instructed the private actor's conduct) or under its direction or control (i.e. actual exercise of effective control by the State over a private actor's conduct).
8. Contracting States have an obligation to provide reparations for violations of international humanitarian law and human rights law caused by wrongful conduct of the personnel of PMSCs when such conduct is attributable to the Contracting States in accordance with the customary international law of State responsibility.

B. TERRITORIAL STATES

9. Territorial States have an obligation, within their power, to ensure respect for international humanitarian law by PMSCs operating on their territory, in particular to:
- a) disseminate, as widely as possible, the text of the Geneva Conventions and other relevant norms of international humanitarian law among PMSCs and their personnel;
 - b) not encourage or assist in, and take appropriate measures to prevent, any violations of international humanitarian law by personnel of PMSCs;

- c) take measures to suppress violations of international humanitarian law committed by the personnel of PMSCs through appropriate means such as military regulations, administrative orders and other regulatory measures as well as administrative, disciplinary or judicial sanctions, as appropriate.
10. Territorial States are responsible to implement their obligations under international human rights law, including by adopting such legislative and other measures as may be necessary to give effect to these obligations. To this end they have the obligation, in specific circumstances, to take appropriate measures to prevent, investigate and provide effective remedies for relevant misconduct of PMSCs and their personnel.
11. Territorial States have an obligation to enact any legislation necessary to provide effective penal sanctions for persons committing, or ordering to be committed, grave breaches of the Geneva Conventions and, where applicable, Additional Protocol I, and have an obligation to search for persons alleged to have committed, or to have ordered to be committed, such grave breaches and bring such persons, regardless of their nationality, before their own courts. They may also, if they prefer, and in accordance with the provisions of their own legislation, hand such persons over for trial to another State concerned, provided such State has made out a prima facie case, or to an international criminal tribunal.
12. Territorial States also have an obligation to investigate and, as required by international law, or otherwise as appropriate, prosecute, extradite or surrender persons suspected of having committed other crimes under international law, such as torture or hostage taking, in accordance with their obligations under international law. Such prosecutions are to

be carried out in accordance with international law providing for fair trial, mindful that sanctions be commensurate with the gravity of the crime.

13. In situations of occupation, the obligations of Territorial States are limited to areas in which they are able to exercise effective control.

C. HOME STATES

14. Home States have an obligation, within their power, to ensure respect for international humanitarian law by PMSCs of their nationality, in particular to:
 - a) disseminate, as widely as possible, the text of the Geneva Conventions and other relevant norms of international humanitarian law among PMSCs and their personnel;
 - b) not encourage or assist in, and take appropriate measures to prevent, any violations of international humanitarian law by personnel of PMSCs;
 - c) take measures to suppress violations of international humanitarian law committed by the personnel of PMSCs through appropriate means such as administrative or other regulatory measures as well as administrative, disciplinary or judicial sanctions, as appropriate.
15. Home States are responsible to implement their obligations under international human rights law, including by adopting such legislative and other measures as may be necessary to give effect to these obligations. To this end they have the obligation, in specific circumstances, to take appropriate measures to prevent, investigate and provide

effective remedies for relevant misconduct of PMSCs and their personnel.

16. Home States have an obligation to enact any legislation necessary to provide effective penal sanctions for persons committing, or ordering to be committed, grave breaches of the Geneva Conventions and, where applicable, Additional Protocol I, and have an obligation to search for persons alleged to have committed, or to have ordered to be committed, such grave breaches and bring such persons, regardless of their nationality, before their own courts. They may also, if they prefer, and in accordance with the provisions of their own legislation, hand such persons over for trial to another State concerned, provided such State has made out a prima facie case, or to an international criminal tribunal.
17. Home States also have an obligation to investigate and, as required by international law, or otherwise as appropriate, prosecute, extradite or surrender persons suspected of having committed other crimes under international law, such as torture or hostage taking, in accordance with their obligations under international law. Such prosecutions are to be carried out in accordance with international law providing for fair trial, mindful that sanctions be commensurate with the gravity of the crime.

D. ALL OTHER STATES

18. All other States have an obligation, within their power, to ensure respect for international humanitarian law. They have an obligation to refrain from encouraging or assisting in violations of international humanitarian law by any party to an armed conflict.

19. All other States are responsible to implement their obligations under international human rights law, including by adopting such legislative and other measures as may be necessary to give effect to these obligations.
20. All other States have an obligation to enact any legislation necessary to provide effective penal sanctions for persons committing, or ordering to be committed, grave breaches of the Geneva Conventions and, where applicable, Additional Protocol I, and have an obligation to search for persons alleged to have committed, or to have ordered to be committed, such grave breaches and bring such persons, regardless of their nationality, before their own courts. They may also, if they prefer, and in accordance with the provisions of their own legislation, hand such persons over for trial to another State concerned, provided such State has made out a prima facie case, or to an international criminal tribunal.
21. All other States also have an obligation to investigate and, as required by international law, or otherwise as appropriate, prosecute, extradite or surrender persons suspected of having committed other crimes under international law, such as torture or hostage taking, in accordance with their obligations under international law. Such prosecutions are to be carried out in accordance with international law providing for fair trial, mindful that sanctions be commensurate with the gravity of the crime.

E. PMSCS AND THEIR PERSONNEL

22. PMSCs are obliged to comply with international humanitarian law or human rights law imposed upon them by applicable national law, as well as other applicable national law such as criminal law, tax law, immigration law, labour law, and specific regulations on private military or security services.

23. The personnel of PMSCs are obliged to respect the relevant national law, in particular the national criminal law, of the State in which they operate, and, as far as applicable, the law of the States of their nationality.
24. The status of the personnel of PMSCs is determined by international humanitarian law, on a case by case basis, in particular according to the nature and circumstances of the functions in which they are involved.
25. If they are civilians under international humanitarian law, the personnel of PMSCs may not be the object of attack, unless and for such time as they directly participate in hostilities.
26. The personnel of PMSCs:
 - a) are obliged, regardless of their status, to comply with applicable international humanitarian law;
 - b) are protected as civilians under international humanitarian law, unless they are incorporated into the regular armed forces of a State or are members of organised armed forces, groups or units under a command responsible to the State; or otherwise lose their protection as determined by international humanitarian law;
 - c) are entitled to prisoner of war status in international armed conflict if they are persons accompanying the armed forces meeting the requirements of article 4A(4) of the Third Geneva Convention;
 - d) to the extent they exercise governmental authority, have to comply with the State's obligations under international human rights law;

- e) are subject to prosecution if they commit conduct recognised as crimes under applicable national or international law.

F. SUPERIOR RESPONSIBILITY

27. Superiors of PMSC personnel, such as:

- a) governmental officials, whether they are military commanders or civilian superiors, or
- b) directors or managers of PMSCs,

may be liable for crimes under international law committed by PMSC personnel under their effective authority and control, as a result of their failure to properly exercise control over them, in accordance with the rules of international law. Superior responsibility is not engaged solely by virtue of a contract.

PART TWO

GOOD PRACTICES RELATING TO PRIVATE MILITARY AND SECURITY COMPANIES

INTRODUCTION

This Part contains a description of good practices that aims to provide guidance and assistance to States in ensuring respect for international humanitarian law and human rights law and otherwise promoting responsible conduct in their relationships with PMSCs operating in areas of armed conflict. They may also provide useful guidance for States in their relationships with PMSCs operating outside of areas of armed conflict.

The good practices do not have legally binding effect and are not meant to be exhaustive. It is understood that a State may

not have the capacity to implement all the good practices, and that no State has the legal obligation to implement any particular good practice, whether that State is a Contracting State, a Territorial State, or a Home State. States are invited to consider these good practices in defining their relationships with PMSCs, recognising that a particular good practice may not be appropriate in all circumstances and emphasising that this Part is not meant to imply that States should necessarily follow all these practices as a whole.

The good practices are intended, *inter alia*, to assist States to implement their obligations under international humanitarian law and human rights law. However, in considering regulation, States may also need to take into account obligations they have under other branches of international law, including as members of international organisations such as the United Nations, and under international law relating to trade and government procurement. They may also need to take into account bilateral agreements between Contracting States and Territorial States. Moreover, States are encouraged to fully implement relevant provisions of international instruments to which they are Parties, including anti-corruption, anti-organised crime and firearms conventions. Furthermore, any of these good practices will need to be adapted in practice to the specific situation and the State's legal system and capacity.

A. GOOD PRACTICES FOR CONTRACTING STATES

States contemplating to contract PMSCs should evaluate whether their legislation, as well as procurement and contracting practices, are adequate for contracting PMSCs. This is particularly relevant where Contracting States use the services of a PMSC in a State where law enforcement or regulatory capacities are compromised.

In many instances, the good practices for Contracting States may also indicate good practices for other clients of PMSCs, such as international organisations, NGOs and companies.

In this sense, good practices for Contracting States include the following:

I. DETERMINATION OF SERVICES

1. To determine which services may or may not be contracted out to PMSCs; in determining which services may not be contracted out, Contracting States take into account factors such as whether a particular service could cause PMSC personnel to become involved in direct participation in hostilities.

II. PROCEDURE FOR THE SELECTION AND CONTRACTING OF PMSCS

2. To assess the capacity of the PMSC to carry out its activities in conformity with relevant national law, international humanitarian law and international human rights law, taking into account the inherent risk associated with the services to be performed, for instance by:
 - a) acquiring information relating to the principal services the PMSC has provided in the past;
 - b) obtaining references from clients for whom the PMSC has previously provided similar services to those the Contracting State is seeking to acquire;
 - c) acquiring information relating to the PMSC's ownership structure and conducting background checks on the PMSC and its superior personnel, taking into account relations with subcontractors, subsidiary corporations and ventures.

3. To provide adequate resources and draw on relevant expertise for selecting and contracting PMSCs.
4. To ensure transparency and supervision in the selection and contracting of PMSCs. Relevant mechanisms may include:
 - a) public disclosure of PMSC contracting regulations, practices and processes;
 - b) public disclosure of general information about specific contracts, if necessary redacted to address national security, privacy and commercial confidentiality requirements;
 - c) publication of an overview of incident reports or complaints, and sanctions taken where misconduct has been proven; if necessary redacted to address national security, privacy and commercial confidentiality requirements;
 - d) oversight by parliamentary bodies, including through annual reports or notification of particular contracts to such bodies.

III. CRITERIA FOR THE SELECTION OF PMSCS

5. To adopt criteria that include quality indicators relevant to ensuring respect for relevant national law, international humanitarian law and human rights law, as set out in good practices 6 to 13. Contracting States should consider ensuring that lowest price not be the only criterion for the selection of PMSCs.
6. To take into account, within available means, the past conduct of the PMSC and its personnel, which includes ensuring that the PMSC has:

- a) no reliably attested record of involvement in serious crime (including organised crime, violent crime, sexual offences, violations of international humanitarian law, bribery and corruption) and, insofar as the PMSC or its personnel had engaged in past unlawful conduct, has appropriately remedied such conduct, including by effectively cooperating with official authorities, taking disciplinary measures against those involved, and, where appropriate and consistent with findings of wrongdoing, providing individuals injured by their conduct with appropriate reparation;
 - b) conducted comprehensive inquiries within applicable law regarding the extent to which any of its personnel, particularly those who are required to carry weapons as part of their duties, have a reliably attested record of not having been involved in serious crime or have not been dishonourably discharged from armed or security forces;
 - c) not previously been rejected from a contract due to misconduct of the PMSC or its personnel.
7. To take into account the financial and economic capacity of the PMSC, including for liabilities that it may incur.
 8. To take into account whether it and its personnel possess or are in the process of obtaining requisite registrations, licenses or authorisations.
 9. To take into account whether it maintains accurate and up to date personnel and property records, in particular, with regard to weapons and ammunition, available for inspection on demand by the Contracting State and other appropriate authorities.

10. To take into account that the PMSC's personnel are sufficiently trained, both prior to any deployment and on an ongoing basis, to respect relevant national law, international humanitarian law and human rights law; and to establish goals to facilitate uniformity and standardisation of training requirements. Training could include general and task- and context-specific topics, preparing personnel for performance under the specific contract and in the specific environment, such as:
- a) rules on the use of force and firearms;
 - b) international humanitarian law and human rights law;
 - c) religious, gender, and cultural issues, and respect for the local population;
 - d) handling complaints by the civilian population, in particular by transmitting them to the appropriate authority;
 - e) measures against bribery, corruption, and other crimes.

Contracting States consider continuously reassessing the level of training by, for example, requiring regular reporting on the part of PMSCs.

11. To take into account whether the PMSC:
- a) acquires its equipment, in particular its weapons, lawfully;
 - b) uses equipment, in particular weapons, that is not prohibited by international law;
 - c) has complied with contractual provisions concerning return and/or disposition of weapons and ammunition.
12. To take into account the PMSC's internal organisation and regulations, such as:

- a) the existence and implementation of policies relating to international humanitarian law and human rights law, especially on the use of force and firearms, as well as policies against bribery, corruption, and other crimes;
 - b) the existence of monitoring and supervisory as well as internal accountability mechanisms, such as:
 - i. internal investigation and disciplinary arrangements in case of allegations of wrongdoing by its personnel;
 - ii. mechanisms enabling persons affected by the conduct of the personnel of the PMSC to lodge a complaint, including both third party complaint mechanisms and whistle-blower protection arrangements; and
 - iii. regular performance reporting, specific incident reporting, and reporting on demand to the Contracting State and under certain circumstances other appropriate authorities;
 - iv. requiring PMSC personnel and its subcontracted personnel to report any misconduct to the PMSC's management or a competent authority.
13. To consider the respect of the PMSC for the welfare of its personnel, as protected by labour law and other relevant national law. Relevant factors may include:
- a) providing personnel a copy of any contract to which they are party in a language they understand;
 - b) providing personnel with adequate pay and remuneration arrangements commensurate to their responsibilities and working conditions;
 - c) adopting operational safety and health policies;

- d) ensuring personnel unrestricted access to their own travel documents; and
- e) preventing unlawful discrimination in employment.

IV. TERMS OF CONTRACT WITH PMSCS

14. To include contractual clauses and performance requirements that ensure respect for relevant national law, international humanitarian law and human rights law by the contracted PMSC. Such clauses, reflecting and implementing the quality indicators referred to above as selection criteria, may include:
- a) past conduct (good practice 6);
 - b) financial and economic capacity (good practice 7);
 - c) possession of required registration, licenses or authorisations (good practice 8);
 - d) personnel and property records (good practice 9);
 - e) training (good practice 10);
 - f) lawful acquisition and use of equipment, in particular weapons (good practice 11);
 - g) internal organisation and regulation and accountability (good practice 12);
 - h) welfare of personnel (good practice 13);

Contractual clauses may also provide for the Contracting State's ability to terminate the contract for failure to comply with contractual provisions. They may also specify the weapons required for contract performance, that PMSCs obtain appropriate visas or other authorizations from the Territorial State, and that appropriate reparation be provided to those harmed by the misconduct of PMSCs and their personnel.

15. To require by contract that the conduct of any subcontracted PMSC is in conformity with relevant national law, international humanitarian law and international human rights law, including by:
 - a) establishing the criteria and qualifications for the selection and ongoing employment of subcontracted PMSCs and personnel;
 - b) requiring the PMSC to demonstrate that subcontractors comply with equivalent requirements as the PMSC initially contracted by the Contracting State;
 - c) ensuring that the PMSC is liable, as appropriate and within applicable law, for the conduct of its subcontractors.

16. To require, if consistent with force protection requirements and safety of the assigned mission, that the personnel of the PMSC be personally identifiable whenever they are carrying out activities in discharge of their responsibilities under a contract. Identification should:
 - a) be visible from a distance where mission and context allow, or consist of a non-transferable identification card that is shown upon demand;
 - b) allow for a clear distinction between a PMSC's personnel and the public authorities in the State where the PMSC operates.

The same should apply to all means of transport used by PMSCs.

17. To consider pricing and duration of a specific contract as a way to promote relevant international humanitarian law and human rights law. Relevant mechanisms may include:

- a) securities or bonds for contractual performance;
 - b) financial rewards or penalties and incentives;
 - c) opportunities to compete for additional contracts.
18. To require, in consultation with the Territorial State, respect of relevant regulations and rules of conduct by PMSCs and their personnel, including rules on the use of force and firearms, such as:
- a) using force and firearms only when necessary in self-defence or defence of third persons;
 - b) immediate reporting to and cooperation with competent authorities, including the appropriate contracting official, in the case of use of force and firearms.

V. MONITORING COMPLIANCE AND ENSURING ACCOUNTABILITY

19. To provide for criminal jurisdiction in their national legislation over crimes under international law and their national law committed by PMSCs and their personnel and, in addition, to consider establishing:
- a) corporate criminal responsibility for crimes committed by the PMSC, consistent with the Contracting State's national legal system;
 - b) criminal jurisdiction over serious crimes committed by PMSC personnel abroad.
20. To provide for non-criminal accountability mechanisms for improper or unlawful conduct of PMSCs and their personnel, including:
- a) contractual sanctions commensurate to the conduct, including :

- i. immediate or graduated termination of the contract;
 - ii. financial penalties;
 - iii. removal from consideration for future contracts, possibly for a set time period;
 - iv. removal of individual wrongdoers from the performance of the contract;
 - b) referral of the matter to competent investigative authorities;
 - c) providing for civil liability, as appropriate.
21. To provide for, in addition to the measures in good practices 19 and 20, appropriate administrative and other monitoring mechanisms to ensure the proper execution of the contract and the accountability of contracted PMSCs and their personnel for their improper and unlawful conduct; in particular to:
- a) ensure that those mechanisms are adequately resourced and have independent audit and investigation capacity;
 - b) provide Contracting State government personnel on-site with the capacity and authority to oversee proper execution of the contract by the PMSC and the PMSC's subcontractors;
 - c) train relevant government personnel, such as military personnel, for foreseeable interactions with PMSC personnel;
 - d) collect information concerning PMSCs and personnel contracted and deployed, and on violations and investigations concerning their alleged improper and unlawful conduct;
 - e) establish control arrangements, allowing it to veto or remove particular PMSC personnel during contractual performance;

- f) engage PMSCs, Territorial States, Home States, trade associations, civil society and other relevant actors to foster information sharing and develop such mechanisms.
22. When negotiating agreements with Territorial States which contain rules affecting the legal status of and jurisdiction over PMSCs and their personnel:
- a) to consider the impact of the agreements on the compliance with national laws and regulations;
 - b) to address the issue of jurisdiction and immunities to ascertain proper coverage and appropriate civil, criminal, and administrative remedies for misconduct, in order to ensure accountability of PMSCs and their personnel.
23. To cooperate with investigating or regulatory authorities of Territorial and Home States, as appropriate, in matters of common concern regarding PMSCs.

B. GOOD PRACTICES FOR TERRITORIAL STATES

The following good practices aim to provide guidance to Territorial States for governing the supply of military and security services by PMSCs and their personnel on their territory. Territorial States should evaluate whether their domestic legal framework is adequate to ensure that the conduct of PMSCs and their personnel is in conformity with relevant national law, international humanitarian law and human rights law or whether it needs to establish further arrangements to regulate the activities of PMSCs.

Acknowledging the particular challenges faced by Territorial States in armed conflict, Territorial States may accept information

provided by the Contracting State concerning the ability of a PMSC to carry out its activities in conformity with international humanitarian law, human rights law and relevant good practices.

In this sense, good practices for Territorial States include the following:

I. DETERMINATION OF SERVICES

24. To determine which services may or may not be carried out on their territory by PMSCs or their personnel; in determining which services may not be carried out, Territorial States take into account factors such as whether a particular service could cause PMSC personnel to become involved in direct participation in hostilities.

II. AUTHORISATION TO PROVIDE MILITARY AND SECURITY SERVICES

25. To require PMSCs to obtain an authorisation to provide military and security services in their territory (“authorisation”), including by requiring:
 - a) PMSCs to obtain an operating license valid for a limited and renewable period (“corporate operating license”), or for specific services (“specific operating license”), taking into account the fulfilment of the quality criteria set out in good practices 31 to 38; and/or;
 - b) individuals to register or obtain a license in order to carry out military or security services for PMSCs.

III. PROCEDURE WITH REGARD TO AUTHORISATIONS

26. To designate a central authority competent for granting authorisations.

27. To allocate adequate resources and trained personnel to handle authorisations properly and timely.
28. To assess, in determining whether to grant an authorisation, the capacity of the PMSC to carry out its activities in conformity with relevant national law, international humanitarian law and international human rights law, taking into account the inherent risk associated with the services to be performed, for instance by:
 - a) acquiring information relating to the principal services the PMSC has provided in the past;
 - b) obtaining references from clients for whom the PMSC has previously provided similar services or clients in the Territorial State;
 - c) acquiring information relating to the PMSC's ownership structure and conduct background checks on the PMSC and its personnel, taking into account relations with subcontractors, subsidiary corporations and ventures, or obtain information from the Contracting State on these matters.
29. To ensure transparency with regard to authorisations. Relevant mechanisms may include:
 - a) public disclosure of authorisation regulations and procedures;
 - b) public disclosure of general information on granted authorisations, including on the identity of authorised PMSCs and their number of personnel, if necessary redacted to address national security, privacy and commercial confidentiality requirements;
 - c) publication of an overview of incident reports or complaints, and sanctions taken where misconduct has been proven; if necessary redacted to address national

- security, privacy and commercial confidentiality requirements;
- d) oversight by parliamentary bodies, including through annual reports or notification of particular contracts to such bodies;
- e) publishing and adhering to fair and non-discriminatory fee schedules for authorisations.

IV. CRITERIA FOR GRANTING AN AUTHORISATION

30. To ensure that PMSCs fulfil certain quality criteria relevant for the respect of relevant national law, international humanitarian law and human rights law by the PMSC and its personnel, including those set out below.
31. To require that the conduct of PMSCs and of any PMSC subcontracted is in conformity with relevant national law, international humanitarian law and international human rights law, which includes ensuring that:
 - a) the PMSC notifies any subcontracting of military and security services to the authorisation authority;
 - b) the PMSC can demonstrate that its subcontractors comply with equivalent requirements as the PMSC which initially obtained an authorisation by the Territorial State;
 - c) the subcontractor is in possession of an authorisation;
 - d) the PMSC initially granted authorisation is liable, as appropriate and within applicable law, for the conduct of its subcontractors.
32. To take into account, within available means, the past conduct of the PMSC and its personnel, which includes ensuring that the PMSC has:

- a) no reliably attested record of involvement in serious crime (including organised crime, violent crime, sexual offences, violations of international humanitarian law, bribery and corruption) and, insofar as the PMSC or its personnel had engaged in past unlawful conduct, has appropriately dealt with such conduct, including by effectively cooperating with official authorities, taking disciplinary measures against those involved, and where appropriate and consistent with findings of wrongdoing, providing individuals injured by their conduct with appropriate reparation;
 - b) conducted comprehensive inquiries within applicable law regarding the extent to which any of its personnel, particularly those who are required to carry weapons as part of their duties, have a reliably attested record of not having been involved in serious crime or have not been dishonourably discharged from armed or security forces;
 - c) not previously had an operating license revoked for misconduct of the PMSC or its personnel.
33. To take into account the financial and economic capacity of the PMSC, including for liabilities that it may incur.
34. To take into account whether the PMSC maintains accurate and up to date personnel and property records, in particular, with regard to weapons and ammunition, available for inspection on demand by the Territorial State and other authorities.
35. To take into account that the PMSC's personnel are sufficiently trained, both prior to any deployment and on an ongoing basis, to respect relevant national law, international humanitarian law and human rights law; and to establish goals to facilitate uniformity and standardisation of training

requirements. Training could include general and task- and context-specific topics, preparing personnel for performance under the specific contract and in the specific environment, such as:

- a) rules on the use of force and weapons;
- b) international humanitarian law and human rights law;
- c) religious, gender, and cultural issues, and respect for the local population;
- d) complaints handling;
- e) measures against bribery, corruption, and other crimes.

Territorial States consider continuously reassessing the level of training by, for example, requiring regular reporting on the part of PMSCs.

- 36. Not to grant an authorisation to a PMSC whose weapons are acquired unlawfully or whose use is prohibited by international law.
- 37. To take into account the PMSC's internal organisation and regulations, such as:
 - a) the existence and implementation of policies relating to international humanitarian law and human rights law, especially on the use of force and firearms, as well as policies against bribery and corruption;
 - b) the existence of monitoring and supervisory measures as well as internal accountability mechanisms, such as:
 - i. internal investigation and disciplinary arrangements in case of allegations of wrongdoing by its personnel;
 - ii. mechanisms enabling persons affected by the conduct of the personnel of the PMSC to lodge a

- complaint, including both third party complaints mechanisms and whistle-blower protection arrangements;
- iii. regular reporting on the performance of the assignment and/or specific incident reporting;
 - iv. requiring PMSC personnel and its subcontracted personnel to report any misconduct to the PMSC's management or a competent authority.
38. To consider the respect of the PMSC for the welfare of its personnel.
39. To take into account, in considering whether to grant a license or to register an individual, good practices 32 (past conduct) and 35 (training).

V. TERMS OF AUTHORISATION

40. To include clauses to ensure that the conduct of the PMSC and its personnel is continuously in conformity with relevant national law, international humanitarian law and international human rights law. The authorisation includes, where appropriate, clauses requiring the PMSC and its personnel to implement the quality criteria referred to above as criteria for granting general and/or specific operating licenses and relating to:
- a) past conduct (good practice 32);
 - b) financial and economic capacity (good practice 33);
 - c) personnel and property records (good practice 34);
 - d) training (good practice 35);
 - e) lawful acquisitions (good practice 36);
 - f) internal organisation and regulation and accountability (good practice 37);
 - g) welfare of personnel (good practice 38);

41. To require the PMSC to post a bond that would be forfeited in case of misconduct or non-compliance with the authorisation, provided that the PMSC has a fair opportunity to rebut allegations and address problems.
42. To determine, when granting a specific operating license, a maximum number of PMSC personnel and equipment understood to be necessary to provide the services.

VI. RULES ON THE PROVISION OF SERVICES BY PMSCS AND THEIR PERSONNEL

43. To have in place appropriate rules on the use of force and firearms by PMSCs and their personnel, such as:
 - a) using force and firearms only when necessary in self-defence or defence of third persons;
 - b) immediately reporting to and cooperation with competent authorities in the case of use of force and firearms.
44. To have in place appropriate rules on the possession of weapons by PMSCs and their personnel, such as:
 - a) limiting the types and quantity of weapons and ammunition that a PMSC may import, possess or acquire;
 - b) requiring the registration of weapons, including their serial number and calibre, and ammunition, with a competent authority;
 - c) requiring PMSC personnel to obtain an authorisation to carry weapons that is shown upon demand;
 - d) limiting the number of employees allowed to carry weapons in a specific context or area;

- e) requiring the storage of weapons and ammunition in a secure and safe facility when personnel are off duty;
 - f) requiring that PMSC personnel carry authorised weapons only while on duty;
 - g) controlling the further possession and use of weapons and ammunition after an assignment is completed, including return to point of origin or other proper disposition of weapons and ammunition.
45. To require, if consistent with force protection requirements and safety of the assigned mission, that the personnel of the PMSC be personally identifiable whenever they are carrying out activities in discharge of their responsibilities under a contract. Identification should:
- a) be visible from a distance where mission and context allow, or consist of a non-transferable identification card that is shown upon demand;
 - b) allow for a clear distinction between a PMSC's personnel and the public authorities in the State where the PMSC operates.

The same should apply to all means of transportation used by PMSCs.

VII. MONITORING COMPLIANCE AND ENSURING ACCOUNTABILITY

46. To monitor compliance with the terms of the authorisation, in particular:
- a) establish or designate an adequately resourced monitoring authority;
 - b) ensure that the civilian population is informed about the rules of conduct by which PMSC have to abide and available complaint mechanisms;

- c) requesting local authorities to report on misconduct by PMSCs or their personnel;
 - d) investigate reports of wrongdoing.
47. To provide a fair opportunity for PMSCs to respond to allegations that they have operated without or in violation of an authorisation.
48. To impose administrative measures, if it is determined that a PMSC has operated without or in violation of an authorisation; such measures may include:
- a) revocation or suspension of the authorisation or putting the PMSC on notice of either of these steps in case remedial measures are not taken within a set period of time;
 - b) removing specific PMSC personnel under the penalty of revoking or suspending the authorisation;
 - c) prohibition to re-apply for an authorisation in the future or for a set period of time;
 - d) forfeiture of bonds or securities;
 - e) financial penalties.
49. To provide for criminal jurisdiction in their national legislation over crimes under international law and their national law committed by PMSCs and their personnel and, in addition, to consider establishing corporate criminal responsibility for crimes committed by the PMSC, consistent with the Territorial State's national legal system.
50. To provide for non-criminal accountability mechanisms for improper and unlawful conduct of PMSC and its personnel, including:

- a) providing for civil liability;
 - b) otherwise requiring PMSCs, or their clients, to provide reparation to those harmed by the misconduct of PMSCs and their personnel.
51. When negotiating agreements with Contracting States which contain rules affecting the legal status of and jurisdiction over PMSCs and their personnel:
- a) to consider the impact of the agreements on the compliance with national laws and regulations;
 - b) to address the issue of jurisdiction and immunities to ascertain proper coverage and appropriate civil, criminal, and administrative remedies for misconduct, in order to ensure accountability of PMSCs and their personnel.
52. To cooperate with investigating and regulatory authorities of Contracting and Home States in matters of common concern regarding PMSCs.

C. GOOD PRACTICES FOR HOME STATES

The following good practices aim to provide guidance to Home States for governing the supply of military and security services by PMSCs and their personnel abroad (“export”). It is recognised that other good practices for regulation - such as regulation of standards through trade associations and through international cooperation - will also provide guidance for regulating PMSCs, but have not been elaborated here.

In this understanding, Home States should evaluate whether their domestic legal framework, be it central or federal, is adequately conducive to respect for relevant international humanitarian law and human rights law by PMSCs and their

personnel, or whether, given the size and nature of their national private military and security industry, additional measures should be adopted to encourage such respect and to regulate the activities of PMSCs. When considering the scope and nature of any licensing or regulatory regime, Home States should take particular notice of regulatory regimes by relevant Contracting and Territorial States, in order to minimise the potential for duplicative or overlapping regimes and to focus efforts on areas of specific concern for Home States.

In this sense, good practices for Home States include the following:

I. DETERMINATION OF SERVICES

53. To determine which services of PMSCs may or may not be exported; in determining which services may not be exported, Home States take into account factors such as whether a particular service could cause PMSC personnel to become involved in direct participation in hostilities.

II. ESTABLISHMENT OF AN AUTHORISATION SYSTEM

54. To consider establishing an authorisation system for the provision of military and security services abroad through appropriate means, such as requiring an operating license valid for a limited and renewable period (“corporate operating license”), for specific services (“specific operating license”), or through other forms of authorisation (“export authorisation”). If such a system of authorisation is established, the good practices 57 to 67 set out the procedure, quality criteria and terms that may be included in such a system.
55. To have in place appropriate rules on the accountability, export, and return of weapons and ammunition by PMSCs.

56. To harmonise their authorisation system and decisions with those of other States and taking into account regional approaches relating to authorisation systems.

III. PROCEDURE WITH REGARD TO AUTHORISATIONS

57. To assess the capacity of the PMSC to carry out its activities in respect of relevant national law, international humanitarian law and international human rights law, taking into account the inherent risk associated with the services to be performed, for instance by:
- a) acquiring information relating to the principal services the PMSC has provided in the past;
 - b) obtaining references from clients for whom the PMSC has previously provided similar services or clients in the Territorial State;
 - c) acquiring information relating to the PMSC's ownership structure and conduct background checks on the PMSC and its personnel, taking into account relations with subcontractors, subsidiary corporations and ventures.
58. To allocate adequate resources and trained personnel to handle properly and timely authorisations.
59. To ensure transparency with regard to the authorisation procedure. Relevant mechanisms may include:
- a) public disclosure of authorisation regulations and procedures;
 - b) public disclosure of general information on specific authorisations, if necessary redacted to address national security, privacy and commercial confidentiality requirements;

- c) oversight by parliamentary bodies, including through annual reports or notification of particular contracts to such bodies;
- d) publishing and adhering to fair and non-discriminatory fee schedules.

IV. CRITERIA FOR GRANTING AN AUTHORISATION

60. To take into account the past conduct of the PMSC and its personnel, which include ensuring that the PMSC has:
- a) no reliably attested record of involvement in serious crime (including organised crime, violent crime, sexual offences, violations of international humanitarian law, bribery and corruption) and, insofar as the PMSC or its personnel had engaged in past unlawful conduct, has appropriately dealt with such conduct, including by effectively cooperating with official authorities, taking disciplinary measures against those involved, and where appropriate and consistent with findings of wrongdoing, providing individuals injured by their conduct with appropriate reparation;
 - b) conducted comprehensive inquiries within applicable law regarding the extent to which its personnel, particularly those who are required to carry weapons as part of their duties, have a reliably attested record of not having been involved in serious crime or have not been dishonourably discharged from armed or security forces;
 - c) not previously had an authorisation revoked for misconduct of the PMSC or its personnel.
61. To take into account the financial and economic capacity of the PMSC, including for liabilities that it may incur.

62. To take into account whether the PMSC maintains accurate and up to date personnel and property records, in particular, with regard to weapons and ammunition, available for inspection on demand by competent authorities.
63. To take into account that the PMSC's personnel are sufficiently trained, both prior to any deployment and on an ongoing basis, to respect relevant national law, international humanitarian law and human rights law; and to establish goals to facilitate uniformity and standardisation of training requirements. Training could include general and task- and context-specific topics, preparing personnel for performance under the specific contract and in the specific environment, such as:
 - a) rules on the use of force and firearms;
 - b) international humanitarian law and human rights law;
 - c) religious, gender, and cultural issues, and respect for the local population;
 - d) complaints handling;
 - e) measures against bribery, corruption and other crimes.

Home States consider continuously reassessing the level of training by, for example, requiring regular reporting on the part of PMSCs.

64. To take into account whether the PMSC's equipment, in particular its weapons, is acquired lawfully and its use is not prohibited by international law.
65. To take into account the PMSC's internal organisation and regulations, such as:

- a) the existence and implementation of policies relating to international humanitarian law and human rights law;
 - b) the existence of monitoring and supervisory as well as internal accountability mechanisms, such as:
 - i. internal investigation and disciplinary arrangements in case of allegations of wrongdoing by its personnel;
 - ii. mechanisms enabling persons affected by the conduct of the personnel of the PMSC to lodge a complaint, including both third party complaints mechanisms and whistle-blower protection arrangements.
66. To consider the respect of the PMSC for the welfare of its personnel as protected by labour law and other relevant national law.

V. TERMS OF AUTHORISATION GRANTED TO PMSCS

67. To include clauses to ensure that the conduct of the PMSC and its personnel respect relevant national law, international humanitarian law and international human rights law. Such clauses, reflecting and implementing the quality criteria referred to above as criteria for granting authorisations, may include:
- a) past conduct (good practice 60);
 - b) financial and economic capacity (good practice 61);
 - c) personnel and property records (good practice 62);
 - d) training (good practice 62);
 - e) lawful acquisitions (good practice 64);
 - f) internal organisation and regulation and accountability (good practice 65);
 - g) welfare of personnel (good practice 66).

VI. MONITORING COMPLIANCE AND ENSURING ACCOUNTABILITY

68. To monitor compliance with the terms of the authorisation, in particular by establishing close links between its authorities granting authorisations and its representatives abroad and/or with the authorities of the Contracting or Territorial State.
69. To impose sanctions for PMSCs operating without or in violation of an authorisation, such as:
 - a) revocation or suspension of the authorisation or putting the PMSC on notice of either of these steps in case remedial measures are not taken within a set period of time;
 - b) prohibition to re-apply for an authorisation in the future or for a set period of time;
 - c) civil and criminal fines and penalties.
70. To support Territorial States in their efforts to establish effective monitoring over PMSCs.
71. To provide for criminal jurisdiction in their national legislation over crimes under international law and their national law committed by PMSCs and their personnel and, in addition, consider establishing:
 - a) corporate criminal responsibility for crimes committed by the PMSC, consistent with the Home State's national legal system;
 - b) criminal jurisdiction over serious crimes committed by PMSC personnel abroad.
72. To provide for non-criminal accountability mechanisms for improper and unlawful conduct of PMSCs and their personnel, including:

- a) providing for civil liability;
 - b) otherwise requiring PMSCs to provide reparation to those harmed by the misconduct of PMSCs and their personnel.
73. To cooperate with investigating or regulatory authorities of Contracting and Territorial States, as appropriate, in matters of common concern regarding PMSCs.

ANNEX II:

INTERNATIONAL

CODE OF CONDUCT FOR

PRIVATE SECURITY SERVICE

PROVIDERS

A. PREAMBLE

1. Private Security Companies and other Private Security Service Providers (collectively “PSCs”) play an important role in protecting state and non-state clients engaged in relief, recovery, and reconstruction efforts, commercial business operations, diplomacy and military activity. In providing these services, the activities of PSCs can have potentially positive and negative consequences for their clients, the local population in the area of operation, the general security environment, the enjoyment of human rights and the rule of law.
2. The Montreux Document On Pertinent International Legal Obligations and Good Practices for States Related to Operations of Private Military and Security Companies

During Armed Conflict recognizes that well-established rules of international law apply to States in their relations with private security service providers and provides for good practices relating to PSCs. The “Respect, Protect, Remedy” framework developed by the Special Representative of the United Nations (UN) Secretary-General on Business and Human Rights, and welcomed by the UN Human Rights Council, entails acting with due diligence to avoid infringing the rights of others.

3. Building on these foundations, the Signatory Companies to this International Code of Conduct for Private Security Service Providers (the “Code”) endorse the principles of the Montreux Document and the aforementioned “Respect, Protect, Remedy” framework as they apply to PSCs. In so doing, the Signatory Companies commit to the responsible provision of Security Services so as to support the rule of law, respect the human rights of all persons, and protect the interests of their clients.
4. The Signatory Companies affirm that they have a responsibility to respect the human rights of, and fulfil humanitarian responsibilities towards, all those affected by their business activities, including Personnel, Clients, suppliers, shareholders, and the population of the area in which services are provided. The Signatory Companies also recognize the importance of respecting the various cultures encountered in their work, as well as the individuals they come into contact with as a result of those activities.
5. The purpose of this Code is to set forth a commonly-agreed set of principles for PSCs and to establish a foundation to translate those principles into related standards as well as governance and oversight mechanisms.

6. Signatory Companies commit to the following, as set forth in this Code:
 - a) to operate in accordance with this Code;
 - b) to operate in accordance with applicable laws and regulations, and in accordance with relevant corporate standards of business conduct;
 - c) to operate in a manner that recognizes and supports the rule of law; respects human rights, and protects the interests of their clients;
 - d) to take steps to establish and maintain an effective internal governance framework in order to deter, monitor, report, and effectively address adverse impacts on human rights;
 - e) to provide a means for responding to and resolving allegations of activity that violates any applicable national or international law or this Code; and
 - f) to cooperate in good faith with national and international authorities exercising proper jurisdiction, in particular with regard to national and international investigations of violations of national and international criminal law, of violations of international humanitarian law, or of human rights abuses.

7. Those establishing this Code recognize that this Code acts as a founding instrument for a broader initiative to create better governance, compliance and accountability. Recognizing that further effort is necessary to implement effectively the principles of this Code, Signatory Companies accordingly commit to work with states, other Signatory Companies, Clients and other relevant stakeholders after initial endorsement of this Code to, within 18 months:

- a) Establish objective and measurable standards for providing Security Services based upon this Code, with the objective of realizing common and internationally-recognized operational and business practice standards; and
- b) Establish external independent mechanisms for effective governance and oversight, which will include Certification of Signatory Companies' compliance with the Code's principles and the standards derived from the Code, beginning with adequate policies and procedures, Auditing and Monitoring of their work in the field, including Reporting, and execution of a mechanism to address alleged violations of the Code's principles or the standards derived from the Code;

and thereafter to consider the development of additional principles and standards for related services, such as training of external forces, the provision of maritime security services and the participation in operations related to detainees and other protected persons.

8. Signature of this Code is the first step in a process towards full compliance. Signatory Companies need to: (1) establish and/or demonstrate internal processes to meet the requirements of the Code's principles and the standards derived from the Code; and (2) once the governance and oversight mechanism is established, become certified by and submit to ongoing independent Auditing and verification by that mechanism. Signatory Companies undertake to be transparent regarding their progress towards implementing the Code's principles and the standards derived from the Code. Companies will not claim they are certified under this Code until Certification has been granted by the governance and oversight mechanism as outlined below.

B. DEFINITIONS

These definitions are only intended to apply exclusively in the context of this Code.

Auditing – a process through which independent auditors, accredited by the governance and oversight mechanism, conduct on-site audits, including in the field, on a periodic basis, gathering data to be reported to the governance and oversight mechanism which will in turn verify whether a Company is meeting requirements and if not, what remediation may be required.

Certification – a process through which the governance and oversight mechanism will certify that a Company’s systems and policies meet the Code’s principles and the standards derived from the Code and that a Company is undergoing Monitoring, Auditing, and verification, including in the field, by the governance and oversight mechanism. Certification is one element of a larger effort needed to ensure the credibility of any Implementation and oversight initiative.

Client – an entity that hires, has formerly hired, or intends to hire a PSC to perform Security Services on its behalf, including, as appropriate, where such a PSC subcontracts with another Company.

Company – any kind of business entity or form, such as a sole proprietorship, partnership, company (whether public or private), or corporation, and “Companies” shall be interpreted accordingly.

Competent Authority – any state or intergovernmental organization which has jurisdiction over the activities and/or persons in question and “Competent Authorities” shall be interpreted accordingly.

Complex Environments – any areas experiencing or recovering from unrest or instability, whether due to natural disasters or armed conflicts, where the rule of law has been substantially undermined, and in which the capacity of the state authority to handle the situation is diminished, limited, or non-existent.

Implementation – the introduction of policy, governance and oversight mechanisms and training of Personnel and/or subcontractors by Signatory Companies, necessary to demonstrate compliance with the Code’s principles and the standards derived from this Code.

Monitoring – a process for gathering data on whether Company Personnel, or subcontractors, are operating in compliance with the Code’s principles and standards derived from this Code.

Personnel – persons working for a PSC, whether as employees or under a contract, including its staff, managers and directors. For the avoidance of doubt, persons are considered to be personnel if they are connected to a PSC through an employment contract (fixed term, permanent or open-ended) or a contract of assignment (whether renewable or not), or if they are independent contractors, or temporary workers and/or interns (whether paid or unpaid), regardless of the specific designation used by the Company concerned.

Private Security Companies and Private Security Service Providers (collectively “PSCs”) – any Company (as defined in this Code) whose business activities include the provision of Security Services either on its own behalf or on behalf of another, irrespective of how such Company describes itself.

Reporting – a process covered by necessary confidentiality and nondisclosure arrangements through which companies

will submit to a governance and oversight mechanism a written assessment of their performance pursuant to a transparent set of criteria established by the mechanism.

Security Services – guarding and protection of persons and objects, such as convoys, facilities, designated sites, property or other places (whether armed or unarmed), or any other activity for which the Personnel of Companies are required to carry or operate a weapon in the performance of their duties.

Signatory Companies – are PSCs that have signed and agreed to operate in compliance with the Code’s principles and the standards derived from the Code and “Signatory Company” shall be interpreted accordingly.

C. IMPLEMENTATION

9. In recognition of the additional steps to be taken to support the Implementation of this Code – in particular the development of standards based on the Code (“standards”) and an independent governance and oversight mechanism (“the mechanism”) as outlined in the Preamble – Signatory Companies intend to, along with other interested stakeholders, convene regularly to review progress toward those steps.
10. Upon signature of the Code, Signatory Companies and other stakeholders will undertake to work with national standards bodies as appropriate to develop standards, with the intent that any national standards would eventually be harmonized in an international set of standards based on the Code.
11. Upon signature of the Code, Signatory Companies and other stakeholders will appoint a multi-stakeholder steering

committee of 6-9 members who will function as a “temporary board”. This steering committee will be responsible for developing and documenting the initial arrangements for the independent governance and oversight mechanism, including by-laws or a charter which will outline mandate and governing policies for the mechanism. The Steering Committee will endeavour to complete a work plan for constituting the mechanism before the end of March 2011, and further to develop the bylaws/charter by the end of July 2011 and an operational plan before the end of November 2011.

12. After the independent governance and oversight mechanism has been constituted (by the adoption of bylaws/charter), the governance and oversight mechanism shall accept responsibility for maintenance and administration of the Code, and shall determine whether and how it is appropriate for the mechanism and standards to be reflected in the text of the Code itself.

D. GENERAL PROVISIONS

13. This Code articulates principles applicable to the actions of Signatory Companies while performing Security Services in Complex Environments.
14. This Code complements and does not replace the control exercised by Competent Authorities, and does not limit or alter applicable international law or relevant national law. The Code itself creates no legal obligations and no legal liabilities on the Signatory Companies, beyond those which already exist under national or international law. Nothing in this Code shall be interpreted as limiting or prejudicing in any way existing or developing rules of international law.

15. This Code may be modified in accordance with procedures to be established by the governance and oversight mechanism.

E. GENERAL COMMITMENTS

16. Signatory Companies agree to operate in accordance with the principles contained in this Code. Signatory Companies will require that their Personnel, and all subcontractors or other parties carrying out Security Services under Signatory Company contracts, operate in accordance with the principles contained in this Code.
17. Signatory Companies will implement appropriate policies and oversight with the intent that the actions of their Personnel comply at all times with the principles contained herein.
18. Signatory Companies will make compliance with this Code an integral part of contractual agreements with Personnel and subcontractors or other parties carrying out Security Services under their contracts.
19. Signatory Companies will adhere to this Code, even when the Code is not included in a contractual agreement with a Client.
20. Signatory Companies will not knowingly enter into contracts where performance would directly and materially conflict with the principles of this Code, applicable national or international law, or applicable local, regional and international human rights law, and are not excused by any contractual obligation from complying with this Code. To the maximum extent possible, Signatory Companies will interpret and perform contracts in a manner that is consistent with this Code.

21. Signatory Companies will comply, and will require their Personnel to comply, with applicable law which may include international humanitarian law, and human rights law as imposed upon them by applicable national law, as well as all other applicable international and national law. Signatory Companies will exercise due diligence to ensure compliance with the law and with the principles contained in this Code, and will respect the human rights of persons they come into contact with, including, the rights to freedom of expression, association, and peaceful assembly and against arbitrary or unlawful interference with privacy or deprivation of property.
22. Signatory Companies agree not to contract with, support or service any government, person, or entity in a manner that would be contrary to United Nations Security Council sanctions. Signatory Companies will not, and will require that their Personnel do not, participate in, encourage, or seek to benefit from any national or international crimes including but not limited to war crimes, crimes against humanity, genocide, torture, enforced disappearance, forced or compulsory labour, hostage-taking, sexual or gender-based violence, human trafficking, the trafficking of weapons or drugs, child labour or extrajudicial, summary or arbitrary executions.
23. Signatory Companies will not, and will require that their Personnel do not, invoke contractual obligations, superior orders or exceptional circumstances such as an armed conflict or an imminent armed conflict, a threat to national or international security, internal political instability, or any other public emergency, as a justification for engaging in any of the conduct identified in paragraph 22 of this Code.

24. Signatory Companies will report, and will require their Personnel to report, known or reasonable suspicion of the commission of any of the acts identified in paragraph 22 of this Code to the Client and one or more of the following: the Competent Authorities in the country where the act took place, the country of nationality of the victim, or the country of nationality of the perpetrator.
25. Signatory Companies will take reasonable steps to ensure that the goods and services they provide are not used to violate human rights law or international humanitarian law, and such goods and services are not derived from such violations.
26. Signatory Companies will not, and will require that their Personnel do not, consistent with applicable national and international law, promise, offer, or give to any public official, directly or indirectly, anything of value for the public official himself or herself or another person or entity, in order that the public official act or refrain from acting in the exercise of his or her official duties if such inducement is illegal. Signatory Companies will not, and will require their Personnel do not, solicit or accept, directly or indirectly, anything of value in exchange for not complying with national and international law and/or standards, or with the principles contained within this Code.
27. Signatory Companies are responsible for establishing a corporate culture that promotes awareness of and adherence by all Personnel to the principles of this Code. Signatory Companies will require their Personnel to comply with this Code, which will include providing sufficient training to ensure Personnel are capable of doing so.

F. SPECIFIC PRINCIPLES REGARDING THE CONDUCT OF PERSONNEL

General Conduct

28. Signatory Companies will, and will require their Personnel to, treat all persons humanely and with respect for their dignity and privacy and will report any breach of this Code.

Rules for the Use of Force

29. Signatory Companies will adopt Rules for the Use of Force consistent with applicable law and the minimum requirements contained in the section on Use of Force in this Code and agree those rules with the Client.

Use of Force

30. Signatory Companies will require their Personnel to take all reasonable steps to avoid the use of force. If force is used, it shall be in a manner consistent with applicable law. In no case shall the use of force exceed what is strictly necessary, and should be proportionate to the threat and appropriate to the situation.
31. Signatory Companies will require that their Personnel not use firearms against persons except in self-defence or defence of others against the imminent threat of death or serious injury, or to prevent the perpetration of a particularly serious crime involving grave threat to life.
32. To the extent that Personnel are formally authorized to assist in the exercise of a state's law enforcement authority, Signatory Companies will require that their use of force or weapons will comply with all national and international

obligations applicable to regular law enforcement officials of that state and, as a minimum, with the standards expressed in the United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials (1990).

Detention

33. Signatory Companies will only, and will require their Personnel will only, guard, transport, or question detainees if: (a) the Company has been specifically contracted to do so by a state; and (b) its Personnel are trained in the applicable national and international law. Signatory Companies will, and will require that their Personnel, treat all detained persons humanely and consistent with their status and protections under applicable human rights law or international humanitarian law, including in particular prohibitions on torture or other cruel, inhuman or degrading treatment or punishment.

Apprehending Persons

34. Signatory Companies will, and will require their Personnel to, not take or hold any persons except when apprehending persons to defend themselves or others against an imminent threat of violence, or following an attack or crime committed by such persons against Company Personnel, or against clients or property under their protection, pending the handover of such detained persons to the Competent Authority at the earliest opportunity. Any such apprehension must be consistent with applicable national or international law and be reported to the Client without delay. Signatory Companies will, and will require that their Personnel to, treat all apprehended persons humanely and consistent with their status and protections under applicable human rights law or international humanitarian law, including in

particular prohibitions on torture or other cruel, inhuman or degrading treatment or punishment.

Prohibition of Torture or Other Cruel, Inhuman or Degrading Treatment or Punishment

35. Signatory Companies will not, and will require that their Personnel not, engage in torture or other cruel, inhuman or degrading treatment or punishment. For the avoidance of doubt, torture and other cruel, inhuman or degrading treatment or punishment, as referred to here, includes conduct by a private entity which would constitute torture or other cruel, inhuman or degrading treatment or punishment if committed by a public official.
36. Contractual obligations, superior orders or exceptional circumstances such as an armed conflict or an imminent armed conflict, a threat to national or international security, internal political instability, or any other public emergency, can never be a justification for engaging in torture or other cruel, inhuman or degrading treatment or punishment.
37. Signatory Companies will, and will require that their Personnel, report any acts of torture or other cruel, inhuman or degrading treatment or punishment, known to them, or of which they have reasonable suspicion. Such reports will be made to the Client and one or more of the following: the competent authorities in the country where the acts took place, the country of nationality of the victim, or the country of nationality of the perpetrator.

Sexual Exploitation and Abuse or Gender-Based Violence

38. Signatory Companies will not benefit from, nor allow their Personnel to engage in or benefit from, sexual exploitation

(including, for these purposes, prostitution) and abuse or gender-based violence or crimes, either within the Company or externally, including rape, sexual harassment, or any other form of sexual abuse or violence. Signatory Companies will, and will require their Personnel to, remain vigilant for all instances of sexual or gender-based violence and, where discovered, report such instances to competent authorities.

Human Trafficking

39. Signatory Companies will not, and will require their Personnel not to, engage in trafficking in persons. Signatory Companies will, and will require their Personnel to, remain vigilant for all instances of trafficking in persons and, where discovered, report such instances to Competent Authorities. For the purposes of this Code, human trafficking is the recruitment, harbouring, transportation, provision, or obtaining of a person for (1) a commercial sex act induced by force, fraud, or coercion, or in which the person induced to perform such an act has not attained 18 years of age; or (2) labour or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, debt bondage, or slavery.

Prohibition of Slavery and Forced Labour

40. Signatory Companies will not use slavery, forced or compulsory labour, or be complicit in any other entity's use of such labour.

Prohibition on the Worst Forms of Child Labour

41. Signatory Companies will respect the rights of children (anyone under the age of 18) to be protected from the worst forms of child labour, including:

- a) all forms of slavery or practices similar to slavery, such as the sale and trafficking of children, debt bondage and serfdom and forced or compulsory labour, including forced or compulsory recruitment of children for use in provision of armed services;
- b) the use, procuring or offering of a child for prostitution, for the production of pornography or for pornographic performances;
- c) the use, procuring or offering of a child for illicit activities, in particular for the production and trafficking of drugs;
- d) work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children.

Signatory Companies will, and will require their Personnel to, report any instances of the activities referenced above that they know of, or have reasonable suspicion of, to Competent Authorities.

Discrimination

- 42. Signatory Companies will not, and will require that their Personnel do not, discriminate on grounds of race, colour, sex, religion, social origin, social status, indigenous status, disability, or sexual orientation when hiring Personnel and will select Personnel on the basis of the inherent requirements of the contract.

Identification and Registering

- 43. Signatory Companies, to the extent consistent with reasonable security requirements and the safety of civilians, their Personnel and Clients, will:

- a) require all Personnel to be individually identifiable whenever they are carrying out activities in discharge of their contractual responsibilities;
- b) ensure that their vehicles are registered and licensed with the relevant national authorities whenever they are carrying out activities in discharge of their contractual responsibilities; and
- c) will ensure that all hazardous materials are registered and licensed with the relevant national authorities.

G. SPECIFIC COMMITMENTS REGARDING MANAGEMENT AND GOVERNANCE

Incorporation of the Code into Company Policies

44. Signatory Companies will incorporate this Code into Company policies and internal control and compliance systems and integrate it into all relevant elements of their operations.

Selection and Vetting of Personnel

45. Signatory Companies will exercise due diligence in the selection of Personnel, including verifiable vetting and ongoing performance review of their Personnel. Signatory Companies will only hire individuals with the requisite qualifications as defined by the applicable contract, applicable national law and industry standards, and the principles contained in this Code.
46. Signatory Companies will not hire individuals under the age of 18 years to carry out Security Services.
47. Signatory Companies will assess and ensure the continued ability of Personnel to perform their duties in accordance

with the principles of this Code and will regularly evaluate Personnel to ensure that they meet appropriate physical and mental fitness standards to perform their contracted duties.

48. Signatory Companies will establish and maintain internal policies and procedures to determine the suitability of applicants, or Personnel, to carry weapons as part of their duties. At a minimum, this will include checks that they have not:
- a) been convicted of a crime that would indicate that the individual lacks the character and fitness to perform security services pursuant to the principles of this Code;
 - b) been dishonourably discharged;
 - c) had other employment or engagement contracts terminated for documented violations of one or more of the principles contained in this Code; or
 - d) had a history of other conduct that, according to an objectively reasonable standard, brings into question their fitness to carry a weapon.

For the purposes of this paragraph, disqualifying crimes may include, but are not limited to, battery, murder, arson, fraud, rape, sexual abuse, organized crime, bribery, corruption, perjury, torture, kidnapping, drug trafficking or trafficking in persons. This provision shall not override any law restricting whether a crime may be considered in evaluating an applicant. Nothing in this section would prohibit a Company from utilizing more stringent criteria.

49. Signatory Companies will require all applicants to authorize access to prior employment records and available Government records as a condition for employment or engagement. This includes records relating to posts held

with the military, police or public or Private Security Providers. Moreover, Signatory Companies will, consistent with applicable national law, require all Personnel to agree to participate in internal investigations and disciplinary procedures as well as in any public investigations conducted by competent authorities, except where prohibited by law.

Selection and Vetting of Subcontractors

50. Signatory Companies will exercise due diligence in the selection, vetting and ongoing performance review of all subcontractors performing Security Services.
51. In accordance with principle 13 of this Code, Signatory Companies will require that their Personnel and all subcontractors and other parties carrying out Security Services under the contract, operate in accordance with the principles contained in this Code and the standards derived from the Code. If a Company contracts with an individual or any other group or entity to perform Security Services, and that individual or group is not able to fulfil the selection, vetting and training principles contained in this Code and the standards derived from the Code, the contracting Company will take reasonable and appropriate steps to ensure that all selection, vetting and training of subcontractor's Personnel is conducted in accordance with the principles contained in this Code and the standards derived from the Code.

Company Policies and Personnel Contracts

52. Signatory Companies will ensure that their policies on the nature and scope of services they provide, on hiring of Personnel and other relevant Personnel reference materials such as Personnel contracts include appropriate incorporation of this Code and relevant and applicable labour laws.

Contract terms and conditions will be clearly communicated and available in a written form to all Personnel in a format and language that is accessible to them.

53. Signatory Companies will keep employment and service records and reports on all past and present personnel for a period of 7 (seven) years. Signatory Companies will require all Personnel to authorize the access to, and retention of, employment records and available Government records, except where prohibited by law. Such records will be made available to any compliance mechanism established pursuant to this Code or Competent Authority on request, except where prohibited by law.
54. Signatory Companies will only hold passports, other travel documents, or other identification documents of their Personnel for the shortest period of time reasonable for administrative processing or other legitimate purposes. This paragraph does not prevent a Company from co-operating with law enforcement authorities in the event that a member of their Personnel is under investigation.

Training of Personnel

55. Signatory Companies will ensure that all Personnel performing Security Services receive initial and recurrent professional training and are also fully aware of this Code and all applicable international and relevant national laws, including those pertaining to international human rights, international humanitarian law, international criminal law and other relevant criminal law. Signatory Companies will maintain records adequate to demonstrate attendance and results from all professional training sessions, including from practical exercises.

Management of Weapons

56. Signatory Companies will acquire and maintain authorizations for the possession and use of any weapons and ammunition required by applicable law.
57. Signatory Companies will neither, and will require that their Personnel do not, possess nor use weapons or ammunition which are illegal under any applicable law. Signatory Companies will not, and will require that their Personnel not, engage in any illegal weapons transfers and will conduct any weapons transactions in accordance with applicable laws and UN Security Council requirements, including sanctions. Weapons and ammunition will not be altered in any way that contravenes applicable national or international law.
58. Signatory Company policies or procedures for management of weapons and ammunitions should include:
 - a) secure storage;
 - b) controls over their issue;
 - c) records regarding to whom and when weapons are issued;
 - d) identification and accounting of all ammunition; and
 - e) verifiable and proper disposal.

Weapons Training

59. Signatory Companies will require that:
 - a) Personnel who are to carry weapons will be granted authorization to do so only on completion or verification of appropriate training with regard to the type and model of weapon they will carry. Personnel will not

- operate with a weapon until they have successfully completed weapon-specific training.
- b) Personnel carrying weapons must receive regular, verifiable and recurrent training specific to the weapons they carry and rules for the use of force.
 - c) Personnel carrying weapons must receive appropriate training in regard to rules on the use of force. This training may be based on a variety of relevant standards, but should be based at a minimum on the principles contained in this Code and the UN Basic Principles on the Use of Force and Firearms by Law Enforcement Officials (1990), and national laws or regulations in effect in the area duties will be performed.

Management of Materiel of War

- 60. Signatory Companies will, and will require that their Personnel to, acquire and maintain all authorizations for the possession and use of any materiel of war, e.g. hazardous materials and munitions, as required by applicable law.
- 61. Signatory Companies will neither, and will require that their Personnel will neither, possess nor use any materiel of war, e.g. hazardous materials and munitions, which are illegal under any applicable law. Signatory Companies will not, and will require that their Personnel not engage in any illegal material transfers and will conduct any materiel of war transactions in accordance with applicable laws and UN Security Council requirements, including sanctions.
- 62. Signatory Company policies or procedures for management of materiel of war, e.g. hazardous materials and munitions, should include:

- a) secure storage;
- b) controls over their issue;
- c) records regarding to whom and when materials are issued; and
- d) proper disposal procedures.

Incident Reporting

63. Signatory Companies will prepare an incident report documenting any incident involving its Personnel that involves the use of any weapon, which includes the firing of weapons under any circumstance (except authorized training), any escalation of force, damage to equipment or injury to persons, attacks, criminal acts, traffic accidents, incidents involving other security forces, or such reporting as otherwise required by the Client, and will conduct an internal inquiry in order to determine the following:

- a) time and location of the incident;
- b) identity and nationality of any persons involved including their addresses and other contact details;
- c) injuries/damage sustained;
- d) circumstances leading up to the incident; and
- e) any measures taken by the Signatory Company in response to it.

Upon completion of the inquiry, the Signatory Company will produce in writing an incident report including the above information, copies of which will be provided to the Client and, to the extent required by law, to the Competent Authorities.

Safe and Healthy Working Environment

64. Signatory Companies will strive to provide a safe and healthy working environment, recognizing the possible inherent dangers and limitations presented by the local environment. Signatory Companies will ensure that reasonable precautions are taken to protect relevant staff in high-risk or life-threatening operations. These will include:
- a) assessing risks of injury to Personnel as well as the risks to the local population generated by the activities of Signatory Companies and/or Personnel;
 - b) providing hostile environment training;
 - c) providing adequate protective equipment, appropriate weapons and ammunition, and medical support; and
 - d) adopting policies which support a safe and healthy working environment within the Company, such as policies which address psychological health, deter work-place violence, misconduct, alcohol and drug abuse, sexual harassment and other improper behaviour.

Harassment

65. Signatory Companies will not tolerate harassment and abuse of co-workers by their Personnel.

Grievance Procedures

66. Signatory Companies will establish grievance procedures to address claims alleging failure by the Company to respect the principles contained in this Code brought by Personnel or by third parties.

67. Signatory Companies will:

- a) establish procedures for their Personnel and for third parties to report allegations of improper and/or illegal conduct to designated Personnel, including such acts or omissions that would violate the principles contained in this Code. Procedures must be fair, accessible and offer effective remedies, including recommendations for the prevention of recurrence. They shall also facilitate reporting by persons with reason to believe that improper or illegal conduct, or a violation of this Code, has occurred or is about to occur, of such conduct, to designated individuals within a Company and, where appropriate, to competent authorities;
- b) publish details of their grievance mechanism on a publically accessible website;
- c) investigate allegations promptly, impartially and with due consideration to confidentiality;
- d) keep records about any such allegations, findings or disciplinary measures. Except where prohibited or protected by applicable law, such records should be made available to a Competent Authority on request;
- e) cooperate with official investigations, and not participate in or tolerate from their Personnel, the impeding of witnesses, testimony or investigations;
- f) take appropriate disciplinary action, which could include termination of employment in case of a finding of such violations or unlawful behaviour; and
- g) ensure that their Personnel who report wrongdoings in good faith are provided protection against any retaliation for making such reports, such as shielding them from unwarranted or otherwise inappropriate disciplinary measures, and that matters raised are examined and acted upon without undue delay.

68. No provision in this Code should be interpreted as replacing any contractual requirements or specific Company policies or procedures for reporting wrongdoing.

Meeting Liabilities

69. Signatory Companies will ensure that they have sufficient financial capacity in place at all times to meet reasonably anticipated commercial liabilities for damages to any person in respect of personal injury, death or damage to property. Sufficient financial capacity may be met by customer commitments, adequate insurance coverage, (such as by employer’s liability and public liability coverage appropriately sized for the scale and scope of operations of the Signatory Company) or self insurance/retention. Where it is not possible to obtain suitable insurance cover, the Signatory Company will make alternative arrangements to ensure that it is able to meet such liabilities.

H. REVIEW

70. The Swiss Government will maintain a public list of Signatory Companies and convene an initial review conference with a view to reviewing the Code after governance and oversight mechanisms (as referenced in the Preamble and Section C “Implementation” to this Code) are developed.

COMPANIES THAT SIGNED IN GENEVA ON
9 NOVEMBER 2010

1. Aegis Defense Services LLC
2. Aegis Defence Services Ltd
3. Aegis Group
4. Argonautic Personal Protection & Defence Systems, Ltd
5. Blue Hackle Group LLC
6. Britam Defence Ltd
7. Control Risks Group
8. DynCorp International
9. Edinburgh International
10. EOD Technology, Inc.
11. Evolutionary Security Management
12. G4S plc
13. Garda World Security Corporation
14. Global Strategies Group (Europe) B.V.
15. GROUPE EHC LLC
16. GROUPE GEOS
17. Groupe OROPEX
18. GW Consulting
19. Hart Security Ltd
20. International Ship Security Group Holdings, Limited
21. LandMark Security Limited
22. LSA
23. Manuel Security
24. Maritime Asset Security and Training Ltd.
25. NYA International
26. OGM International Ltd
27. Oil Gas Maritime Int Suisse SAGL
28. Olive Group FZ-LLC
29. Osprey Security Services (Sierra Leone) Ltd
30. Overseas Security & Strategic Information, Inc.
31. Pax Mondial Limited
32. Protection Vessels International Ltd

33. Quemic
34. Reed International Inc.
35. RISKSGROUP
36. Safenet North America LLC
37. Salama Fikira International Ltd
38. Saracen International Limited
39. Saracen Uganda Limited
40. SOC LLC
41. Triple Canopy, Inc.
42. Triskel Services Ltd
43. Tumas Security Consulting & Research
44. Unity Resources Group
45. Xe Services LLC

COMPANIES THAT SIGNED BY LETTER ON OR BEFORE
9 NOVEMBER 2010

46. Askar Security Services Ltd
47. Four Horsemen International
48. GCE Consultants
49. Gold Fields Protection Services
50. Higginson Associates Ltd
51. KK Security
52. Maritime & Underwater Security Consultants
53. Marrow Alert Security Intelligence
54. Minimal Risk Consultancy Ltd
55. Page Group Limited
56. Radnor Training & Security Ltd
57. Saladin Security Ltd
58. Tundra Strategies

INDUSTRY STATEMENT 9 NOVEMBER 2010

In June of 2009 at a conference in Nyon, Switzerland, industry representatives committed to pursuing an international code of conduct built on the success of the “Montreux Document” and in partnership with key governments, nongovernmental organizations and humanitarian organizations as well as other key stakeholders.

The result of this collaboration is the ‘International Code of Conduct for Private Security Service Providers’ (ICoC) which was completed in October 2010 in Geneva, Switzerland after numerous meetings and consultations with partners and stakeholders and with special efforts to ensure that the ICoC is compliant with Human Rights and International Humanitarian Law. Industry supports an ambitious timetable for the next steps to implement a compliance and governance mechanism.

The industry expresses its gratitude to the Swiss government for its crucial role in hosting and facilitating the process and whose ongoing support has played a vital role in ensuring this process has been inclusive and comprehensive. We are also grateful to the U.S. and UK governments who have energetically supported the process and ensured its success.

We commend all companies providing international security services who have signed the code today.

At the outset of this process, we recognize that the ICoC presents an opportunity to address broader stakeholder concerns and to serve all our clients, government and otherwise, in a transparent, professional and ethical manner.

Issued by:

- Pan-African Security Association (PASA)
- International Stability Operations Association (ISOA)
- British Association of Private Security Companies (BAPSC)
- Aerospace Defence Security (A | D | S)
- Private Security Association of Iraq (PSCAI)
- Security Association for the Maritime Industry (SAMI)
- International Association of Maritime Security Professionals (IAMSP)

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ABOUT THE SERIES

A great deal of material has been produced on the rise of private military and security companies (PMSCs). Recent work has also sought to integrate these actors into a wider SSR and SSG agenda. However, there is, as yet, very little that takes the logical next step and explores the role of a wider range of private and other non-state actors in responding to a broad range of security governance challenges. We will be obliged in the years to come to broaden our analytical horizons way beyond current SSR and SSG approaches. There is a growing urgency to move beyond the first revolution in this area that led to the “whole of government” approach towards a second revolution, one that leads to a fully integrated security sector approach that reaches beyond established state structures to include select private companies – and thus permit, what we might call, a “whole of issues” approach.

This project brings together relevant state and non-state actors for a series of thematic roundtables throughout 2010. Each roundtable is designed to inform a subsequent working paper. These working papers provide a short introduction to the issue, before going on to examine theoretical and practical questions related to transparency oversight, accountability and democratic governance more generally. The papers, of course, do not seek to solve the issues they address but rather to provide a platform for further work and enquiry. As such, they ask many more questions than they answer. In addition to these working papers, the project has published an occasional paper – *Trends and Challenges in International Security: An Inventory* – that seeks to describe the current security landscape and provide a background to the project’s work as a whole.



The Geneva Centre for the Democratic Control of Armed Forces (DCAF) is one of the world's leading institutions in the areas of security sector reform and security sector governance. DCAF provides in-country advisory support and practical assistance programmes, develops and promotes appropriate democratic norms at the international and national levels, advocates good practices and conducts policy-related research to ensure effective democratic governance of the security sector.

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