

SECURITY SERVICES WITH INTEGRITY HANDBOOK

How to Implement the SSI Directive

GS&R



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Preface

→ The ultimate goal is to protect people and protect group reputation through risk-based security management with integrity while building a culture of respect for HRts in our operations, our supply chain, and among all stakeholders.

This Handbook is intended to support countries in complying with the *Security Services with Integrity (SSI) Directive* and integrating practices consistent with Holcim's commitment to human rights (HRts) standards into Security & Resilience management.

Respect for HRts is fundamental to our ability to do business. Holcim is committed to working with our stakeholders to build and maintain relationships of mutual respect and trust. In order to do so, we engage Security Services on an "as needed" basis, following a strict risk-based methodology and stringent rules of professionalism and integrity. When interacting with Security Services, we align with the *International Code of Conduct for Private Security Service Providers (ICoC)* and the *Voluntary Principles on Security and Human Rights (VPSHR)*.

Abuses by Security Services acting on behalf of or associated with Holcim negatively impact our staff and nearby communities. Linkages to these abuses make your job harder and may result in individual criminal responsibility. Furthermore, if Holcim is believed to be ordering or covering up abuses, it will face reputational, financial, and legal challenges.

By respecting HRts, we strengthen our social licence to operate, we empower people and communities to build better futures for themselves, we avoid harming people, we live up to our own and society's expectations, and we create positive social impacts linked to our business. Systematically addressing business-related HRts is sound risk management and key to our ability to implement our group strategy. When Security Services understand our expectations, communities accept security arrangements, and stakeholders see value in our presence, it will decrease conflict, contribute to overall security, and allow for the reduction of security measures in the long term.

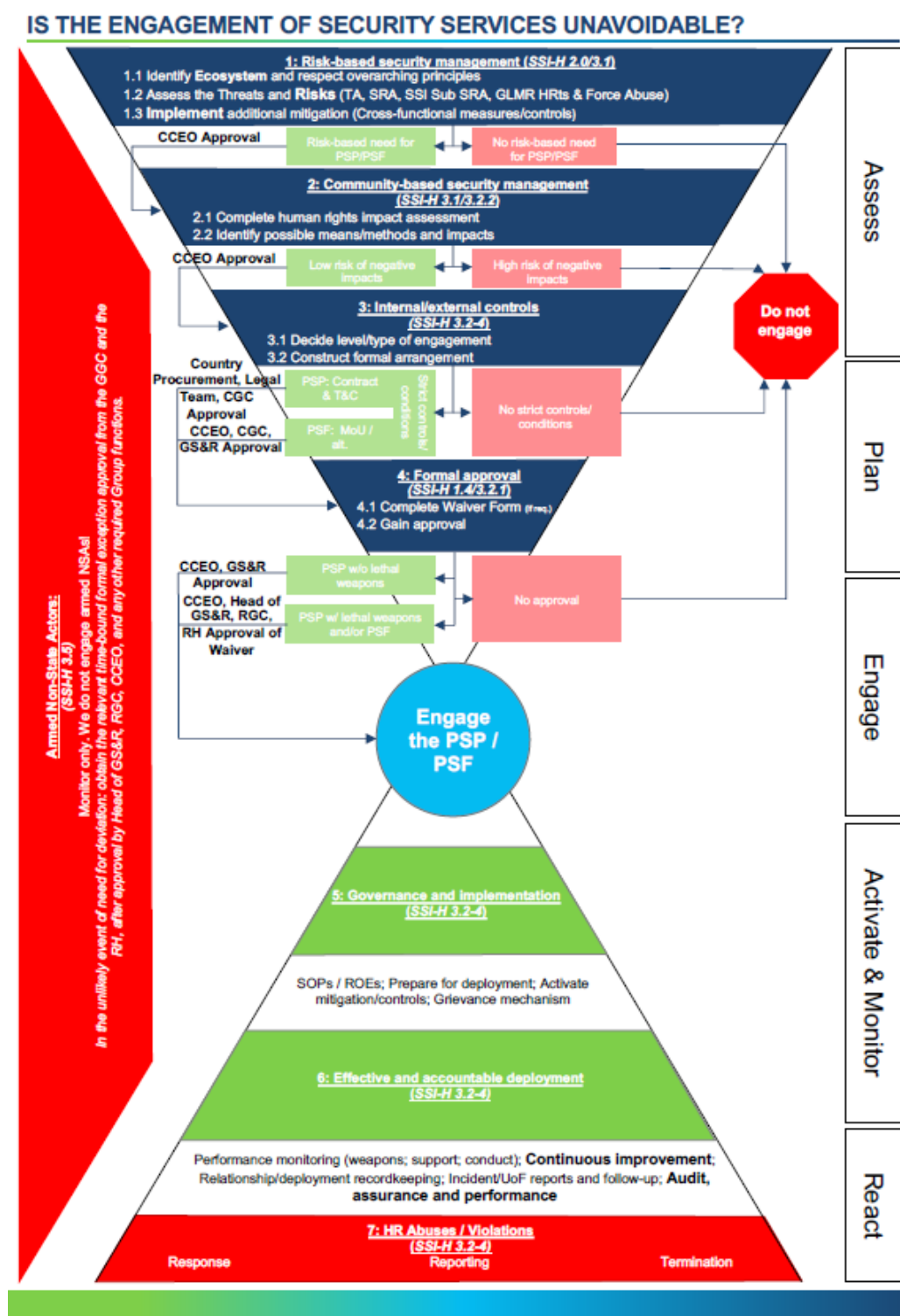
This Handbook offers practical guidance to enable country and site management to comply with the *SSI Directive* and the *SSI Quick Checklist* and to limit negative HRts impacts by relying on a risk- and community-based security management approach. Preventing conflict through finding cross-functional and collaborative solutions and applying this guidance will help make your job easier and increase the security and sustainability of Holcim's operations.

Decision-Making Tool: Security Services Engagement

Is the engagement of Security Services unavoidable?

→ If the answer is “no”, do not engage Security Services.

Alignment with the *SSI Directive* requires countries/sites to ask and answer if engagement of Security Services is unavoidable. The below Decision-Making Tool summarises the steps that should be taken before and after Security Services engagement; each step is explained in greater detail in this Handbook.



Decision-Making Tool: Security Services Engagement

1. Introduction

1.1. SCOPE

The scope of this document covers the implementation of the *SSI Directive* at the country and site level.

Countries are in-scope for SSI if they are in-scope for GLMR HRts and Force Abuse or if:

- Security guards are directly employed by Holcim or contracted via Private Security Providers (PSPs); and/or
- Public Security Forces (PSFs) are actively engaged/deployed¹ to protect Holcim people and assets; and/or
- Armed non-state actors (NSAs)² control some areas in which Holcim operates³.

You can find more information about all of these terms in the annexed Handbook Glossary or the *GS&R Online Glossary*.

A country in scope for SSI must implement the SSI programme; that said, you can also decide to roll out the SSI programme or utilise SSI tools to guide security management and/or to facilitate interactions with Security Services if your country is not in scope.

1.2. OBJECTIVE

The *Group Security and Resilience (GS&R) Policy* is risk-based: no risk, no Security Services engagement.

The objectives of the SSI programme are to:

- Rely on Security Services only as a last resort;
- Select and manage Security Services with professionalism and integrity;
- Minimise the risk of HRts violations/abuses by Security Services;
- Ensure the protection of Holcim's People and communities in which we operate, the Environment, our Assets & operations and our Reputation (PEAR) throughout the Group; and
- Operate in a lethal weapon / firearm-free environment.

Because PSFs are outside of Holcim's direct control, you should prioritise contracting PSPs (as allowed by local law) when reliance on Security Services is essential to mitigate risks. This Handbook offers practical guidance to enable you to comply with the *SSI Directive* by relying on a risk and community-based security management approach.

→ Refer to the
Decision-Making
Tool: Security
Services
Engagement.

¹ "Active engagement" means a PSF has a relationship with Holcim beyond short-lived interventions following a specific incident (e.g., emergency response or legal investigation). This includes activities like extended deployment on site, provision of support, transport partnerships, etc.

² "Armed NSAs" means a subcategory of NSAs that carry weapons and exert control over an area in competition with or replacing state functions. This includes paramilitary and armed resistance groups.

³ When there is risk of Terror & Organised Crime (TOC) collusion, refer to the *TOC Monitoring Programme Directive* for additional required controls.

1.3. MANDATORY WRITTEN STANDARD OPERATING PROCEDURES

Implementing the *SSI Directive* requires Country Security Representatives (CSRs) at country level and Site Security Representatives (SSRs)⁴ at site level to disseminate clear, concise, and effective written Standard Operating Procedures (SOPs) covering all requirements in 3.0 Implementation, using or adapting GS&R documents. The SOPs must include clear command, control, and communication procedures. The Country Chief Executive Officer (CCEO) is responsible for ensuring command, control, and communication procedures are understood and practised by all parties.

CSRs are responsible for reviewing site SOPs to ensure alignment with all Holcim policies and directives and must update the CCEO of any changes required, with a timeline for implementation and role(s) responsible. The CCEO or their delegate approves all SOPs. Adapt SOPs at least annually to reflect the operating environment and security context.

1.4. AUDIENCE AND ACCOUNTABILITY/RESPONSIBILITIES

While this Handbook focuses on the activities managed by the SSR and CSR at their respective levels, the expected audience includes all roles engaging with Security Services or managing security risks and/or HRts impacts.

The Region Head is accountable for the performance and implementation of the *SSI Directive* at the regional level. The CCEO is accountable for the performance and implementation of the *SSI Directive* at both site and country level.

SSRs and CSRs are responsible for adherence to and promotion of this Handbook at their respective levels, including through identifying and mitigating HRts risks, managing the relationships with PSPs and PSFs, and completing and managing all required documentation related to the *SSI Directive*.

Always respect the following approval levels:

- For PSP engagement, without lethal weapons: by the CCEO and GS&R,
- For PSP engagement with lethal weapons and/or for active PSF engagement, requiring a *Lethal Weapons/Firearms Site Waiver Request Form*: by the CCEO, GS&R, Region General Counsel, and Region Head,
- For armed Non-State Actor engagement: by the CCEO, GS&R, Region General Counsel, Group General Counsel, and Region Head.

The *SSI Directive* relies on the classification of operating environments into high-, medium- and low-risk countries as set out in the *Human Rights Directive* to best reflect the risk level of HRts violations or abuses potentially committed by Security Services.⁵

The annexed SSI Output Overview Table provides a guide of the frequency required for specific activities based on this defined risk level.

⁴ The SSR is the Site Security Manager/Correspondent or the Site Manager in the absence of a Site Security Manager/Correspondent.

⁵ The Business Environment Risk Level (formerly the Human Rights Related Indices) categorising countries into high-, medium-, or low-risk using the methodology outlined in the *Human Rights Directive* is maintained by Sustainable Development (SD) at group level, led by the CEO and Chief Sustainability and Innovation Officer.

2. Overarching Principles

When engaging with Security Services, Holcim is committed to:

- Respect for HRts
 - Respecting, complying with, and promoting relevant HRts standards, regulations, and legislation and taking the necessary steps to minimise negative HRts impacts for our people and surrounding communities.
- Lethal weapon / firearm-free environment
 - Operating in a lethal weapon and firearm-free environment. Exceptions require formal approval using the *Lethal Weapons/Firearm Site Request Form*⁶.
- Assessment of risks and cross-functional risk mitigation
 - Relying on a risk-based approach to ensure the protection of our PEAR and utilising effective and efficient risk mitigation measures identified through cross-functional reviews.
- Cross-functional and community-based security management
 - Ensuring surrounding communities are treated respectfully, with equity, their security concerns are considered, and their HRts are not abused/violated through relying on a unified, cross-functional approach when interacting or proactively engaging with communities.
- Avoidance of the use of force
 - Taking reasonable steps to avoid the use of force (UoF) by proactively engaging with communities, adopting and requiring adherence to relevant SOPs, relying on physical protective measures, and using personal protective equipment (PPE).
- Use of proportional force to risk level faced
 - Requiring all uses of force are proportional to the risk faced, comply with local laws, and reach the minimum standards described in this Handbook.
- Alignment with Procurement and Compliance processes
 - Following existing internal Procurement and Compliance processes and the minimum standards described in this Handbook, including the Third Party Due Diligence (TPDD) process from Compliance.
- Reporting and investigation of HRts abuses/violations
 - Reporting all security incidents and HRts abuses/violations related to the protection of our people and assets immediately (when required) and via the Security Incident Notification Tool (SINT) as well as investigating based on the minimum standards described in this Handbook.
- Collection and verification of allegations of HRts abuses/violations (grievance mechanism) and provision of adequate remedy
 - Collecting and verifying all alleged HRts abuses/violations related to the protection of our People and Assets and providing adequate remedy when substantiated.

⁶ Obtain the formal waiver following the procedure outlined in the *Lethal Weapons/Firearms Site Waiver Request Form*. Each site must complete a single form (regardless of number of security services suppliers) and submit to GS&R annually. A categorisation of weapons as lethal and non-lethal is in the annexed Weapons Glossary.

- Continuous improvement
 - Continuously reviewing their performance and the requirements Holcim places on them with the aim of improvement.

3. Implementation

SSRs/CSRs are responsible for ensuring all staff are aware of their tasks and responsibilities under the SSI programme and have the capacity to complete required tasks.

Staff managing the engagement of Security Services must be trained periodically using the *SSI eLearning* (on Percipio) and other GS&R material available with regular face-to-face ad hoc presentations. Relevant newcomers must be inducted on SSI within three months of arrival.

3.1. RISK MANAGEMENT⁷

All engagement with Security Services must follow an approach that systematically identifies, assesses, prevents, and mitigates associated HRts risks to all stakeholders. Integrating security and HRts concerns into existing risk management processes allows Holcim to protect our PEAR within a framework that respects HRts and fundamental freedoms.

To do this, SSRs and CSRs conduct at a minimum *Country Threat Assessments*, *Country* (& possibly *Site*) *Security Risk Assessments*, and the *SSI Country* (& possibly *Site*) *Sub-Risk Assessment* (three-year validity), using the SRA Tool.

During these activities, SSRs and CSRs will review potential risk/impact areas, set priorities, and plan follow-up activities aligned with these requirements:

- Conduct and complete an *SSI Sub-Risk Assessment* as part of the existing *Country* or *Site Security Risk Assessment* (SRA).

The risk manifestations in the *SSI Sub-SRA* focus on human rights impacts for all stakeholders linked to Security Service activities. Complete the *Sub-SRA* in cooperation with the *Country Sustainable Development (SD) Representative* and particularly consider:

- The risks associated with security management activities for People (with a focus on risks for surrounding communities / vulnerable groups);
- The potential for violence and conflict;
- The risk of Security Service misuse of equipment provided by Holcim; and
- The HRts track record of Security Services.

At a minimum, review the *SSI Sub-SRA* every three years and update just before submitting or renewing your *Lethal Weapons/Firearms Site Waiver Request Form* annually and/or following significant changes in the security context.

- Ensure the inclusion of SSI concerns in *HRts Assessments* completed by the SD function. Follow the *Human Rights and Social Policy* and the *Human Rights Directive*. Prior to and

⁷ See the annexed SSI Output Overview Table for a summary of required timing.

during the human rights impact assessment process, get in touch with the lead⁸ to share SRA findings and highlight specific HRts impacts related to Holcim's security arrangements for internal and external stakeholders.

All Countries must conduct a *HRts Assessment* (impact or self-assessment) based on their risk level pertaining to human rights as defined in the *Human Rights Directive*. *Assessments* must be repeated at least every three years. If a new issue or risk emerges before the end of the three years, the *Assessment* must be updated to reflect this.

- Develop cross-functional mitigation measures and controls in high- and medium-risk countries during joint risk mitigation reviews at country level (and if required at site level).

This must:

- Involve local managers (at a minimum those responsible for Legal & Compliance, Security & Resilience, SD, Health & Safety, Public Affairs, and Communications)
- Produce an action plan to mitigate major SSI risks/impacts
- Address all identified SSI risks/impacts in ways that do not negatively affect the security and HRts of our People and surrounding communities
- Include defined deadlines, roles and responsibilities, and budgets for mitigation activities.

Ensure joint risk mitigation reviews take place at their respective levels and all action plans are effectively implemented and updated at least every six months in high-risk environments and annually in medium-risk environments.

- Report any unacceptable SSI risks/impacts⁹ immediately to the CCEO. The CCEO, Region General Counsel, and Region Head will consult with GS&R to identify next steps (e.g., consultation with authorities, scaling down operations, or temporary shutdowns).

Securely store all final outputs related to risk mitigation activities at the level they were produced. For major sites, the SSR informs the CSR immediately about completed SRAs and the outcome of cross-functional HRts risk mitigation reviews (where applicable). The CSR is responsible for reporting on all SRAs (including the *Sub-SRA*) and the outcome of cross-functional HRts risk mitigation reviews to the CCEO and GS&R. The CCEO approves all SRAs and the outcomes of cross-functional risk mitigation reviews.

The CSR is responsible for approving the inclusion of SSI concerns in *Human Rights Impact Assessments*. The CCEO proactively informs GS&R and Group SD of all activities related to *HRts Assessments*.

Report significant changes in a country's security environment/context and/or the impact of Holcim's security arrangements on its people and the surrounding communities immediately to the level above and escalate up to the Region Head, GS&R, and other relevant functions to identify next steps.

⁸ The CCEO is the person ultimately responsible for ensuring HRts related to our operations and business relations are respected. The CCEO assigns responsibility for conducting the *HRts Assessments* to a function at Country level and at the right level of granularity and seniority, who will be supported by the Country Executive Committee and representatives from other functions (in addition to the designated leaders) such as SD, Legal and Compliance, Procurement, Logistics, Human Resources, HSE, Geocycle, Security & Resilience, Operations, and Communications.

⁹ Unacceptable SSI risks/impacts mean those that remain above the manageable risk threshold (i.e. red in the risk matrix) despite mitigation measures.

3.2. USE OF FORCE (UoF)¹⁰

Holcim operates in a lethal weapon / firearm-free environment; exceptions require a formal waiver and operational management/control systems and processes

Holcim pursues a UoF approach relying on non-lethal weapons (see the list in the annexed Weapons Glossary) and taking reasonable steps to avoid the UoF. Any UoF must always comply with local laws and regulations and with the guidelines set out in this Handbook.

3.2.1. Lethal Weapons/Firearms Site Waiver Request Form

To obtain the formal waiver, each site that wants to arm staff or PSPs with lethal weapons / firearms and/or actively engage with PSFs completes the *Lethal Weapons/Firearms Site Waiver Request Form*.

The CSR is responsible for initiating the waiver and compiling all required evidence with the SSR. The CCEO then reviews the completed *Form* and attached evidence. All *Forms* must be approved by the CCEO, Head of GS&R, Region Head, and Region General Counsel prior to arming staff or PSPs with lethal weapons/firearms and/or actively engaging with PSFs.

The *Form* is valid for one year and updated at least annually or following any significant change in suppliers, number of lethal weapons (+10% or more), the Security Services' relationship risk profile, or operating area Threat / Risk.

If there are no significant changes after one year, apply the lean renewal process.

3.2.2. Avoidance of the Use of Force

Holcim requires SSRs and CSRs to take all possible steps to avoid the UoF, including through integrating the following minimum standards into their approach:

- Apply community-based security management by considering the security of surrounding communities while aiming to not expose them to HRts abuses.

SSRs and CSRs (in close coordination with relevant Holcim functions) are responsible in high- and medium-risk countries for including community concerns in security arrangements by:

- Considering the impacts on the community within risk management activities (see 3.1 Risk Management);
- Engaging in direct consultation and interaction with communities in cooperation with SD;
- Considering the special needs of members of vulnerable groups (e.g., women, children, elders, religious/ethnic minorities, etc.); and
- Establishing and maintaining an accessible and responsive grievance mechanism.

In high- and medium-risk countries, consider promoting and encouraging the set-up of community-security meetings/committees or actively participating in existing community-security committees.

¹⁰ Use of force (UoF) means any verbal command or physical action to gain control of a subject. Different levels of force can be used depending on the situation at hand, ranging from physical presence to verbal commands to non-lethal force to lethal force.

- Rely on physical protection measures and PPE to provide Security Service personnel with additional layers of protection and more time to make decisions, allowing them to respond in different ways and decreasing the need to use force.

SSRs and CSRs are responsible at their levels for ensuring:

- PSP contracts require guards proficiently use suitable protective equipment and communication means on duty; and
 - These minimum standards are required in any agreements guiding the direct deployment of PSFs.
- Utilise de-escalation strategies and the option to retreat to help resolve or avoid conflicts, reducing the need to be exposed to more lethal means.

Retreat or withdrawal to a safe area is always an option and may be the best choice, especially if the UoF would do more harm than good or serve no purpose.

SSRs and CSRs are responsible at their levels for ensuring:

- PSP contracts require guards to be proficient in the use of de-escalation skills and aware of the possibility of retreat; and
- PSFs are aware of Holcim's reliance on de-escalation skills and encouraged to integrate the Graduated Response Model (see 3.2.3 Use of Force Policies, Procedures, and Decision-Making) into their procedures and training.

3.2.3. Use of Force Policies, Procedures, and Decision-Making

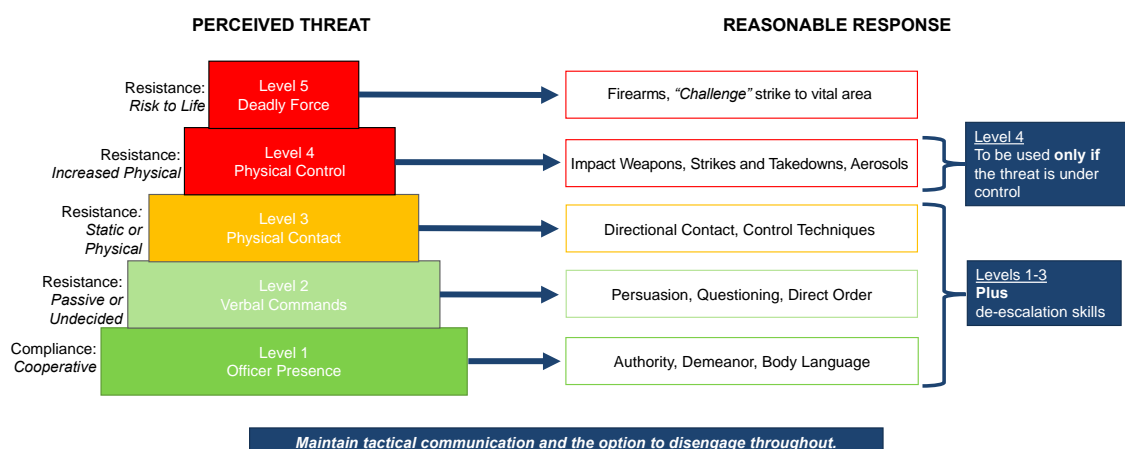
→ All policies, procedures, and decision-making for the UoF must meet relevant domestic, regional, and international legislative and regulatory requirements.

In cooperation with local Procurement and Legal & Compliance teams, SSRs and CSRs are responsible at their respective levels for contractually requiring PSPs and encouraging PSFs to incorporate the following minimum standards and best practices into their rules of engagement¹¹ and other policies or procedures governing the UoF:

- Make decisions to use force guided by the following principles applied in order:
 - **Legality** – use force only:
 - For PSPs: in self-defence or defence of others against an imminent threat of death or a serious injury or to prevent a serious crime involving a grave threat to life;
 - For PSFs: in order to achieve legitimate law enforcement objectives;
 - **Necessity** – use force only when all other means to achieve a legitimate objective have failed or seem extremely unlikely to achieve the intended result;
 - **Proportionality** – exercise restraint when using force and act in proportion to the seriousness of the offence and the legitimate objective to be achieved; and
 - **Accountability** – be held accountable after resorting to the UoF.
- Utilise the Graduated Response Model to determine reasonable responses to perceived threat levels. The model helps Security Service personnel analyse the situation to determine the lowest level of force required to bring the threat under control.

¹¹ For examples aligned with GS&R's expectations, see the annexed Pocket-Sized Rules of Engagement Example for PSP and Pocket-Sized Rules of Engagement Example for PSF.

Graduated Response Model



Graduated Response Model

→ Provide these minimum standards to PSPs and PSFs in a format that is both easy to understand and carry while on duty, like the Pocket-Sized Rules of Engagement Examples in the Annex.

Security Service personnel must have the training and equipment necessary to apply the model and allow for the use of lesser force options before resorting to lethal force.

As an assailant's behaviour becomes more threatening, the means of responding should become increasingly forceful. If the threat decreases, the response should equally decrease. In other words, the response of the Security Service personnel matches the behaviour of the assailant to ensure that the force used is proportionate to the situation. Through the conscious and professional application of de-escalation skills, Security Service personnel will aim to lower the response level.

Refer to the annexed Graduate Response Model Description for a more in-depth explanation.

- Manage crowds while respecting the right to peaceful assembly through a reliance on preventative strategies (e.g., meeting with stakeholders before a protest takes place).

Holcim knows that everyone is allowed to participate in peaceful and non-violent assemblies¹² and that PSFs are responsible for the maintenance and restoration of public order. As always, encourage PSFs to align with best practices during engagement.

In case of crowds, protests, demonstrations, public gatherings, assemblies, and/or evictions, PSPs and Holcim staff must:

- Immediately contact the SSR/CSR, who will liaise with PSFs
- Never assist responding PSFs or use force in dealing with such incidents
- Follow the instructions of the SSR/CSR, site most senior leader, or duly appointed person

SSRs/CSRs are responsible for asking for emergency PSF support, ideally from units properly mandated, equipped, and trained to perform this function. Insist that PSFs comply with national laws/international HRTs standards¹³ and uphold the minimum UoF standards

¹² This is in accordance with Holcim policy as well as the principles embodied in the [Universal Declaration of Human Rights](#) and the [International Covenant on Civil and Political Rights](#). Physical fights between two or more persons, situations of self-defence/defence of others against imminent and serious threats, and violence linked to criminal activity separate from a protest/demonstration (e.g., hostage taking) are not considered gatherings for the purpose of this Handbook.

¹³ Including the [UN Principles on the Use of Force and Firearms by Law Enforcement Officials](#).

outlined in this section during crowd management. In addition, encourage a reliance on preventative strategies and provide support for establishing contact with relevant community, union, or religious leaders who may help resolve the situation.

- Act with accountability and respect for others after force is used by providing medical aid to all injured persons, reporting the incident promptly, and allowing for and cooperating with the investigation.

No one should use force if they are not sure they are allowed. Security Service personnel who refuse unlawful orders are immune from disciplinary action, and superiors will be held responsible for the actions of those under their command if they knew or should have known of abuses but failed to take concrete action. Unlawful, excessive, or unnecessary force must be reported to the relevant authority.

SSRs and CSRs are also responsible for contractually requiring PSP and encouraging PSF to have access to the necessary training and equipment (including means of communication) to apply these minimum standards.

3.2.4. Weapons Management¹⁴

Holcim applies the following minimum standards related to the management of weapons on site held by Holcim, Third Party, or actively engaged PSFs:

- Reliance on lethal weapon and firearm-free environments

The *S&R Policy* and *SSI Directive* require a lethal weapon / firearm-free environment and a focus on the avoidance of the UoF.

- Choice of weapons in compliance with local laws and regulations and based on risk faced, context, and local acceptance / custom

Require PSP and encourage PSF to have a range of means facilitating a graduated response available, including PPE and physical protection measures.

Means and methods used to protect people must always be chosen based on risks faced and the local context (including acceptance of weapon types by surrounding communities).

Any actively engaged PSFs (regardless of weapons held) or the carriage of lethal weapons or firearms by Holcim staff and PSPs to protect Holcim People or Assets must be formally and explicitly authorised following the submission of the *Lethal Weapons/Firearms Site Waiver Request Form* by the CSR and the Site Manager. The *Form* must be reviewed annually and re-signed according to the review process. Complete the *Form* thoroughly following the *Documentation* and attach files or links as evidence of the need for an exemption to the lethal weapon / firearm-free policy.

- Compliance with local legislation

All weapons-related decisions, policies, and procedures must always comply with local legislation.

Ensure all staff or PSPs who carry or use weapons (including those subcontracted through another Third Party) have the relevant permits, authorisations, and training in compliance with local regulations. Holcim and its subcontractors must never engage in any illegal weapons transfers or transactions, possess illegal weapons, or alter weapons in a way not permitted by law.

→ The decision to actively engage PSFs or equip PSPs/Holcim staff with lethal weapons / firearms requires a formal waiver.

¹⁴ See annexed Weapons Glossary for definitions of lethal and non-lethal weapons.

- Storage, management, and distribution of weapons on site

At a minimum, sites must implement weapons and firearms control policies, procedures, and measures aligned with local law and international best practices to ensure weapons and ammunition are:

- Stored in separate protected areas which only authorised personnel can access, with:
 - Weapons contained in a lockable cabinet or on a rack and attached to a fixed support using a cable or padlock system, and
 - Ammunition kept inside a different lockable cabinet or lockable safe, attached to either the wall or the ground.
- Inventoried accurately on a regular basis (with a full inventory performed monthly at a minimum) with indications of whereabouts weapons and their ammunition are located at any time.
- Issued only to authorised personnel confirmed against up-to-date written lists (preferably with names and photos of authorised people).
- Tracked in accurate movement registers kept up-to-date and signed daily by the PSP supervisor (e.g., as part of a written “Daily Security Report”). All movements must include:
 - The name of the person who currently has the weapon,
 - The weapon type,
 - The serial number,
 - The type, quantity of ammunition issued and the packaging in which it is contained,
 - The type, quantity of ammunition checked back in and the packaging in which it is contained, and
 - The time at which the weapon and its ammunition are issued and then checked back in.
- Rendered safe, meaning:
 - Unloaded at designated unloading point (with a bullet catcher), and
 - Chamber cleared with visual and tactile confirmation and cleaned prior to being stored again.
- Maintained with random spot checks.
- Disposed of properly and in compliance with environmental regulations, with records.

Sites with firearms must include checking their storage spaces as an on-duty task (e.g., during rounds).

These controls also apply to PSPs providing their own weapons/ammunition and must be detailed in all contractual arrangements.

Carry out random spot checks and document their results to ensure compliance. Report all failures to comply with contractual obligations to the CSR and CCEO with a timeline for compliance and penalties for failure to improve (while supported by Procurement).

3.2.5. Explosives Management

Although explosive materials have potentially devastating direct and indirect immediate and long-term effects on people and the environment, their use is necessary for our quarry operations. The Quarry Manager is responsible for the management of explosives. The CSR &/or SSR can provide security expertise to support the Quarry Manager, along with other functions (e.g., HSE for fire & safety aspects). For more information, consult the blasting section of the *Quarry Safety Handbook* available on the HSE intranet.

All explosive materials stored, handled, transported, or used on Holcim sites must be managed at the highest level of safety and security aligned with all relevant laws. Subcontract these activities if feasible (e.g., to third party construction or demolition companies) in order to transfer the risk; if so, these contractors must be thoroughly screened and carefully selected. Avoid the long-term storage of explosives on-site whenever possible.

The use of explosive materials at some sites may trigger the use of Security Services to transport, guard, or oversee their movement. Require PSP and encourage PSF to align with national law, government licensing requirements, relevant safety and security standards, and best practices for their work. At a minimum, site policies and procedures must include the requirements from the HSE *Quarry Safety Handbook* and align with local law and best practices to ensure:

- Transport, storage, and utilisation of explosives and initiating components are performed during daylight hours when possible and only by trained, competent, and authorised personnel in strictly managed and controlled environments.
- Provision of the maximum possible protection to personnel and property from the damaging effects of potential accidents.
- Limitations of exposure to a minimum number of persons, for a minimum time, to the minimum amount of explosive materials consistent with safe and efficient operations.
- Safe and secure **storage** equipped with access protection, consideration of compatibility, separation of storage of all other blasting elements, minimisation of amounts, validity, and identifying marks visible and easy to read. Facilities must have concrete floors, be secure from rockfall, and be well ventilated according to industry standard.
- Safe and secure **transport** in vehicles designed and purchased for the sole purpose of transporting explosives with consideration of compatibility, separation of detonators and explosives, minimisation of amounts, and careful route planning avoiding the workshop, plant, office areas, or public areas.
- Safety general protective measures and precautions.
- Site-specific blast, fire safety, and transport plans.
- Emergency response and contingency procedures, including consideration of decontamination and medical treatment procedures.
- Controls over and recordkeeping of explosive material inventory, movement, and use.
- Liaison with the Quarry Manager when explosives are stored on site to:
 - Provide support as security expert, in cooperation with all functions,
 - Set in place a key management procedure, and
 - Consider the possibility checking the storage spaces during security rounds.

- Proper disposal procedures.

Require that all PSP personnel involved in explosives management and handling are legally authorised for these activities (including those subcontracted through another Third Party). Carry out random spot checks of PSPs involved in explosives management and document their results to ensure compliance. Report all failures to comply with contractual obligations to the Site Manager, Procurement and CCEO with a timeline for compliance and penalties for failure to improve.

3.2.6. Awareness and Training

Private Security Providers) or PSFs (see 3.4 Public Security Forces) must focus on acquiring and applying technical and professional proficiency in:

- De-escalation skills
- UoF procedures and reporting
- Use of communication equipment
- Use of protective equipment
- First Aid.

Holcim staff or subcontractors may never directly provide training to PSPs or PSFs on the use of non-lethal or lethal weapons.

3.2.7. Reporting and Response

Report all anticipated protests, demonstrations, public gatherings, assemblies, and/or evictions to the CSR, who will inform the CCEO of preventative and other actions planned/taken, (including liaising with PSF and external stakeholders as per 3.2.3 Use of Force Policies, Procedures, and Decision-Making).

All incidents in which force is used in relation to the security of Holcim's People or Assets and Security Services-related incidents must be reported verbally and by email without delay by the SSR to the CSR and by the CSR to the CCEO and relevant local and/or national public authorities. Once the situation is under control and within no more than one week, report the incident in SINT. The SSR and CSR must encourage and follow up on the outcome of the investigation by relevant authorities into the incident, report back to the CCEO and GS&R, and update the incident report in SINT.

SSRs/CSRs are also responsible for collecting and verifying allegations of HRts abuses by PSPs or violations by PSFs related to the protection of Holcim's People or Assets, including excessive or unlawful force.

3.2.8. Record-keeping

→ Any UoF-related training provided to PSPs (see □ Formal approval for PSP engagement without lethal weapons is done in writing by the CCEO and GS&R.

→ Formal approval for PSP engagement with lethal weapons is done via the Waiver by the CCEO, Head of GS&R, Region General Counsel, and Region Head.

SSRs are responsible for keeping up-to-date records of PSP and PSF deployment, including the identity of commanding officers, all incidents involving force, training, and complaints of misconduct, violations, or abuses.

Contractually require PSPs to report all incidents involving force (including by PSFs) while on duty.

→ Formal approval for PSP engagement without lethal weapons is done in writing by the CCEO and GS&R.

→ Formal approval for PSP engagement with lethal weapons is done via the Waiver by the CCEO, Head of GS&R, Region General Counsel, and Region Head.

3.3. PRIVATE SECURITY PROVIDERS

When there is a risk-based need for Security Services engagement and the risk of associated negative impacts is low, a site may decide to engage PSPs. Holcim's greater control over the activities of contracted PSPs make them the preferred option over PSFs (where allowed by local law).

Follow the steps under the heading "Risk Assess" in the *SSI Quick Checklist*.

PSPs are engaged to provide only preventative and defensive services following the process outlined in the Decision-Making Tool: Security Services Engagement. SSRs and CSRs make decisions and manage relationships with PSPs while incorporating the following guidelines:

3.3.1. Selection and Contracting

All selection and contracting of PSPs must follow Procurement and Compliance processes, particularly the completion of the supplier qualification and TPDD processes.

Screen Third Parties providing the following security services using TPDD¹⁵:

- Consulting
- Guarding (even if not armed with lethal weapons)
- Escort / patrol (including transport of explosives and cash)
- Executive protection
- Quick reaction force.

In addition, verify HRts track records and organisational capacity to comply with the *International Code of Conduct for Private Security Service Providers* (ICoC). Holcim does not require PSPs to have International Code of Conduct Association (ICoCA) affiliation or membership; however, encourage PSPs to initiate the ICoCA membership process and/or provide support during the affiliation, new member, certification, or recertification processes.

Follow the steps under the heading "Engage your PSP" in the *SSI Quick Checklist*. Work with suppliers to identify, prevent, and address breaches to the *Code of Business Conduct for Suppliers* throughout the engagement.

All contracts related to PSPs must include a specific termination clause for non-respect of or non-alignment with the ICoC as part of the termination section and be reviewed and approved

¹⁵ Refer to the *TPDD Guidelines for Screening Security Third Parties* available on the S&R intranet. In some cases, the screening of the supply chain may also be required: ask Procurement for specific guidance.

by the contract owner, Country Procurement, the Legal Team, and the Country General Counsel. Inform the CCEO.

3.3.2. Deployment and Conduct

Follow the steps under the heading “Manage and Evaluate your PSP” in the *SSI Quick Checklist*.

Ensure the deployment and conduct of contracted PSPs is aligned with the ICoC¹⁶. Among other requirements, PSPs contracted by Holcim must demonstrate non-discriminatory behaviours at all times and treat and protect all people equally and non-arbitrarily. PSPs must always operate under Holcim’s supervision, reporting on incidents to the SSR/CSR in real time and before requesting PSF support.

Contracted PSPs must have clear duties and areas of responsibility separate from those of PSFs. Review codes of conduct and rules of engagement to ensure alignment with section 3.2 Use of Force (UoF) and the ICoC. Ensure PSPs have the necessary procedures, equipment, and training to apply a proportionate response to security threats in line with Holcim’s requirements when using force.

Conduct and document regular meetings to discuss and improve performance and ensure PSPs are aware of and adhere to the ICoC and the present Handbook.

Inform the CCEO immediately regarding significant changes in the risk profile of PSP engagement, uses of force by contracted PSPs¹⁷, allegations of PSP abuses, substantiated allegations of PSP abuses, and contract breaches. The CCEO is responsible for escalating the report as per the *SSI Directive*.

3.3.3. Interaction with PSFs and Communities

PSPs are responsible for coordinating their work, where necessary, with PSFs.

Encourage PSPs to hire workforce from surrounding communities, respect fundamental HRts in their work, and ensure that communities are not exposed to HRts abuses.

Follow up after serious incidents that may require specific PSF responses or activate your Business Resilience Team (BRT) and carefully monitor how your PSP coordinates with local PSFs.

3.3.4. Support and Training Assistance

Contractually require PSPs to provide adequate and ICoC-aligned training to their employees prior to and during deployment.

All guards deployed on Holcim’s premises must be fully trained and certified in line with local laws. PSPs must also provide initial and recurring training split evenly between classroom and practical sections covering the following topics at a minimum:

¹⁶ Follow the process in the *ITP2 Manage Third Party Security Services Provider Fiche*.

¹⁷ Follow the procedure in 3.2.7 Reporting and Response, including reporting the incident in SINT.

- Basic HRts
- HRts for PSP and the ICoC
- De-escalation Skills
- UoF
- Interaction with Stakeholders
- Responding to Security Incidents

In situations where a contracted PSP is unable to fulfil this requirement, arrange some training assistance in coordination with GS&R.

The provision of capacity-building and training assistance on best practices for security and HRts is mandatory in medium- and high-risk countries if:

- The risk analysis described in 3.1 Risk Management identifies a high risk level for force abuse or other HRts risks by PSPs; and/or
- PSPs are contractually allowed to carry firearms.

Continuously audit training attendance and certification to ensure compliance.

Encourage PSPs to initiate the ICoCA membership process and/or provide support during the affiliation, new member, certification, or recertification processes.

3.3.5. Collection/Investigation of Alleged HRts Abuses and Action Planning

Contractually require PSPs to:

- Maintain an accessible grievance mechanism to collect allegations of misconduct/abuses;
- Provide remedy for all abuses linked to Holcim's operations; and
- Share allegations and responses with Holcim.

Collect all alleged HRts misconduct and abuse committed by contracted PSPs related to the protection of Holcim's People or Assets. Immediately report **all allegations** of PSP misconduct or abuse to the CCEO and inform the PSP point of contact. Verify and investigate all allegations in cooperation with Legal & Compliance, taking no longer than three months.

Inform the CCEO, relevant local and/or national authorities, and the PSP point of contact about **substantiated allegations** immediately. Encourage Legal & Compliance to follow up on PSP responses and/or develop an action plan to ensure access to remedies for victims.¹⁸

Encourage the relevant authorities to investigate the incident, follow up on the outcome of the investigation, and report back to the CCEO and GS&R on progress. Produce and implement remedial action plans and complete lessons learnt.

With Procurement's support, consider terminating PSP contracts¹⁹ upon substantiating HRts abuse allegations (through non-respect of the ICoC compliance clause) or request mandatory action planning by the PSP (including timelines, responsibilities, and key indicators) to address issues. Report to the CCEO with a timeline for compliance and penalties for failure to improve and verify PSPs implement these changes moving forward.

¹⁸ Never provide legal advice to victims of human rights abuses or misconduct by PSPs linked to Holcim's activities.

¹⁹ Follow the process in the *ITP4 Terminate Third Party Security Services Fiche*.

3.3.6. Performance Monitoring

Evaluate PSPs at least annually (following the frequency stated in the *SRMS* and the *Fiche*) and focus on alignment with the ICoC. Follow the Third Party Evaluation Process²⁰ on AppSheet (performance evaluation including KPIs/Scoring Criteria).

Ensure adequate equipment is provided. Check that equipment, written procedures, and reporting guidelines are aligned with the ICoC/this Handbook and used professionally in day-to-day operations.

3.3.7. Reporting and Response

Follow the steps under the heading “Report & respond to SSI Incident / HRts abuse by PSP” in the *SSI Quick Checklist*.

Use the Integrity Line to inform Group Investigations of all allegations of breaches of the *Code of Business Conduct* immediately. Inform the CCEO immediately. Group Investigations will supervise any investigation and follow-up actions. The SSR/CSR must then complete any required reports and update the CCEO as needed.

Ensure PSPs are contractually required to report to the SSR/CSR:

- On incidents in real time;
- Prior to requesting any PSF support; and
- After any uses of force or HRts abuses/violations (including by PSFs) observed on Holcim’s sites.

In high-risk countries, follow up on the fate of persons arrested linked to Holcim’s activities.

Report in writing on the management of the relationship, activities, issues, challenges, contextual changes, etc. to the CCEO at least:

- Annually in low-risk environments;
- Every six months in medium-risk environments; and
- Quarterly in high-risk environments.

You may include these reports in the PSPs’ contractual requirements in order to build on them to write your own reports.

Report significant changes in the deployment, activities, or available equipment of PSPs likely to change the risk profile of the relationship (e.g., changing laws related to the use of firearms by PSPs) immediately to the CCEO. The CCEO will inform the Region Head, GS&R, and other relevant functions. The Country is responsible for defining and following-up on responses, providing frequent updates to the Region Head and GS&R, and clearly identifying actions, outputs, timelines, and roles and responsibilities. In addition, consider any required revisions of the current PSP contract.

All incidents in which force is used on Holcim’s sites and Security Services-linked incidents must be reported without delay to the CCEO and relevant local and/or national authorities and

²⁰ Follow the process in the *ITP3 Evaluate Performance of Third Party Security Services Providers Fiche*. To support your evaluation of the Third Party Security Provider, use the Third Party Evaluation Tool for PSPs (on AppSheet) published on the Security and Resilience Intranet Tools page.

in SINT within a week at a maximum (it can of course be done more quickly). Follow up on the outcome of the investigation by relevant authorities into the incident, report back to the CCEO and GS&R, and update the incident report in SINT (see 3.2.7 Reporting and Response).

3.3.8. Record-keeping

Keep up-to-date records of contracted PSP deployment, including location, elements required by the contract, random spot check results, the identity of the key account managers/shift managers, reported incidents, and complaints of misconduct or abuses.

3.4. PUBLIC SECURITY FORCES

→ Formal approval for active PSF engagement is done via the Waiver by the CCEO, Head of GS&R, Region General Counsel, and Region Head.

Holcim recognises that PSFs²¹ are outside of our direct control and governments are primarily responsible for their conduct, equipment, and training. While maintaining a good relationship with PSFs is essential, rely on active engagement only as a secondary option (where allowed by law) after PSP engagement fails to adequately address security risks. SSRs and CSRs must follow the process outlined in the Decision-Making Tool: Security Services Engagement and manage relationships with PSFs while incorporating the following guidelines:

3.4.1. Capacities, Needs, and Risks

Evaluate PSF capacities, needs, and risks associated with deployment in line with 3.1 Risk Management. Adapt SOPs for engaging with PSFs to reflect the findings of these analyses at least annually (see 1.3 Mandatory Written Standard Operating Procedures).

Follow the steps under the heading “Risk Assess” in the *SSI Quick Checklist*.

3.4.2. Engagement and Liaison

All engagement with PSFs must centre on the need to respect fundamental HRts. Attempt to agree (in writing) with PSFs on the rules for their deployment around Holcim’s facilities.

Follow the steps under the heading “Engage your PSF” in the *SSI Quick Checklist*.

PSFs may be engaged to actively protect Holcim’s People and Assets as a secondary option (where allowed by law) following the formal and documented approval of the Region Head and the Region General Counsel in consultation with the Head of GS&R. Only request their permanent deployment if there is a high level of risk, or if the site is in a remote location with a long PSF response time.

When a specialised PSF unit in charge of interaction with industrial companies exists in a country / specific zone of the country, prioritise their selection for active engagement if possible.

²¹ PSFs include all armed groups controlled and integrated into formalised state institutions such as regular armies, presidential guards, police, or special forces.

→ Follow the guidance in the annexed MoU Guide to ensure they are tailored to the risk profile of each specific PSF.

Engagement processes with relevant authorities on PSF deployment must include regular consultative meetings with an identified and documented point of contact. Keep records of all meetings with PSF representatives.

In high- and medium-risk level countries with active engagement, seek to jointly sign a Memorandum of Understanding (MoU) with PSFs guiding the provision of security for Holcim operations and reaffirming Holcim's HRts commitments.²² This step is also recommended for low-risk level countries. All MoUs with PSFs must be reviewed and approved by GS&R as well as the Country General Counsel and the CCEO.

Where jointly signed MoUs are not possible, always:

- Formally inform (in writing, not orally) and remind relevant authorities about Holcim's HRts commitments;
- Promote HRts respect through its inclusion in deployment discussions and procedures as well as initial and follow-up procedures for handovers of apprehended persons; and
- Design an action plan to foster the relationship with the ultimate aim of establishing a formal MoU.

3.4.3. Deployment and Conduct

Follow the steps under the heading "Manage and Evaluate your PSF" in the *SSI Quick Checklist*.

Monitor the deployment and conduct of PSFs in Holcim's operating areas. Work with PSFs to promote understanding of company requirements in support of VPSHR implementation. Encourage PSFs to demonstrate non-discriminatory behaviours at all times and treat and protect all people equally and non-arbitrarily.

Follow up on serious incidents that may require specific PSF responses and activate your local BRT. Inform the CCEO immediately following significant changes in the risk profile of PSF engagement, allegations of PSF violations, or substantiated allegations of PSF violations.

3.4.4. Community Relations

In high- and medium-risk countries, actively remind PSFs to consider concerns from surrounding communities when managing security to limit their exposure to HRts impacts.²³

3.4.5. Support and Training Assistance

In exceptional cases when identified risks remain above the manageable risk threshold despite cross-functional mitigation measures and controls, Holcim may consider providing logistical, financial, or in-kind support to PSFs after:

²² Make clear expectations for PSF conduct during all formal engagements and address community concerns. For example, consider requesting that a certain percentage of deployed PSF officials are female.

²³ See 3.2.2 Avoidance of the Use of Force for more information.

→ Supporting a PSF qualifies as active engagement. Obtain a formal waiver as explained in 3.2.1 Lethal Weapons/Firearms Site Waiver Request Form and sign an MoU following the annexed MoU Guide prior to Holcim delivering any support to PSFs.

- Determining contracted PSPs cannot be used to resolve/address risks in line with national law and the *SSI Directive*; and
- Being denied after requesting PSFs self-fund efforts to resolve/address risks (if applicable).

Support must be limited to the temporary use of Holcim-owned accommodation, offices or storage facilities, basic living necessities, daily allowances²⁴, transportation and/or HRts/first aid training.

Any logistical, financial, or in-kind support to PSFs must be:

- Nearly impossible to use to directly violate HRts; and
- Time-limited; and
- Reversible in case of violations.

If the provision of a permitted category of support is deemed necessary and desirable, CSRs then assess risks linked to providing support using the *MoU Self-Assessment* and determine mitigation/control measures and payment processes in coordination with Legal & Compliance and GS&R. The *Self-Assessment* focuses on the HRts record of relevant PSFs and the likelihood that equipment might be used to commit HRts violations.

No support can be delivered without a signed MoU in place.

Prior to signing, the Head of GS&R, CCEO, Region General Counsel, and Region Head review the MoU. Final approval rests with the Legal Team.

The provision of items with Holcim's logo, lethal weapons, dual use equipment, or direct cash payments to individual officers is always forbidden.

CSRs are responsible for recording all support and closely monitoring the use and location of provided equipment.

The provision of capacity-building and training assistance on best practices for security and HRts is mandatory if the SRA described in 3.1 Risk Management identifies a high risk level for force abuse or other HRts risks by PSFs in medium- and high-risk countries.

Coordinate delivered training with GS&R. Ensure it is split evenly between classroom and practical sections and provided on the following topics at a minimum:

- Holcim's Expectations
- Basic HRts
- HRts for PSFs
- De-Escalation
- UoF
- Interaction with Stakeholders
- Responding to Security Incidents.

²⁴ E.g., things like meal cards, deployment bonuses, or gas vouchers.

3.4.6. Collection/Investigation of Alleged HRts Violations

Follow the steps under the heading “Report & respond to SSI Incident / HRts Violation by PSF” in the *SSI Quick Checklist*.

Collect all alleged HRts misconduct and violations committed by PSFs within Holcim’s operating area. Immediately report **all allegations** to the CCEO and inform the PSF point of contact (if doing so will not cause further harm to victims). Verify and investigate all allegations in cooperation with Legal & Compliance, taking no longer than three months.

Inform the CCEO, relevant local and/or national authorities, and the PSF point of contact about **substantiated allegations** immediately. Encourage Legal & Compliance to develop an action plan to ensure access to remedies for victims.²⁵ Encourage the relevant authorities to investigate, follow up on the outcome of the incident investigation, and report back to the CCEO and GS&R on progress. Produce and implement remedial action plans and complete lessons learnt.

Following every major incident, assess if the relationship must be terminated and future risks managed without or with limited PSF presence.

3.4.7. Reporting and Response

If a site or country actively engages PSFs, use the Integrity Line to inform Group Investigations of all allegations of breaches of the *Code of Business Conduct* immediately. Inform the CCEO immediately. Group Investigations will supervise any investigation and follow-up actions. The SSR/CSR must then complete any required reports and update the CCEO as needed.

Immediately inform relevant PSFs when faced with serious incidents that may require specific Law Enforcement powers (e.g., UoF, arrest/detention, or the maintenance of public order). Follow Holcim incident management procedures and remain in touch with the Site Manager and/or Country Manager (depending on the scope of the incident).

If the deployment of PSFs is restricted due to site-specific SOPs or the SSR/CSR has justified concerns that the deployment would likely aggravate the situation and/or lead to serious HRts violations, take the decision to deploy in consultation with the CCEO and GS&R.

In high-risk countries, follow up on the fate of persons arrested linked to Holcim’s activities.

Report in writing on the management of the relationship, activities, issues, challenges, contextual changes, etc. to the CCEO at least:

- Annually in low-risk environments;
- Every six months in medium-risk environments; and
- Quarterly in high-risk environments.

Immediately report to the CCEO any misuse of provided equipment in violation of an MoU or any use of Holcim equipment without consent. Upon receiving such a report, the CCEO in consultation with GS&R must take appropriate actions to follow up on the misuse and terminate all further support.

²⁵ Never provide legal advice to victims of human rights violations or misconduct by PSFs linked to Holcim’s activities.

Report significant changes in the deployment, activities, or available equipment of PSFs likely to change the risk profile of the relationship (e.g., the replacement of civilian police by paramilitary forces) immediately to the CCEO. The CCEO will inform the Region Head, GS&R, and other relevant functions via email within 48 hours. The Country is responsible for defining and following-up on responses, providing frequent updates to the Region Head and GS&R, and clearly identifying actions, outputs, timelines, and roles and responsibilities.

3.4.8. Record-keeping

Keep up-to-date records of support provided, engagement activities, and PSF deployment within Holcim's operating area, including unit location, elements required by the MoU (where applicable), the identity of commanding officers, reported incidents, and complaints.

3.5. ARMED NON-STATE ACTORS (ARMED NSAs)

Holcim applies the following standards when interacting with armed NSAs:

3.5.1. Principle of Non-Engagement

Holcim does not engage armed NSAs.

3.5.2. Exceptional Situations

→ Formal approval for armed Non-State Actor engagement is given verbally and in writing by the Group General Counsel and Region Head.

In the unlikely event of the need for any deviation from this rule, obtain the relevant time-bound formal exception approval verbally and in writing from the Group General Counsel and the Region Head, after approval by the Head of GS&R, Region General Counsel, and any other required Group functions. Such situations are dealt with under the direction of GS&R and with support by the Region Head while upholding key HRts standards.

The *Lethal Weapons/Firearms Site Waiver Request Form* cannot be used to deal with armed NSA issues. These exceptional situations must be handled as a top priority and with great care. Ensure all actions and decisions made are fully documented in writing and have clear time boundaries of approval as well as clear frequencies for update and reassessment.

3.5.3. Record-keeping

The SSR/CSR documents and informs the CCEO immediately regarding any significant changes in the security and HRts environment, including:

- The presence of armed NSAs / Terror and Organised Crime within a Holcim operating area
- Uses of force by armed NSAs at Holcim sites
- Allegations of HRts abuses committed by armed NSAs

The CCEO will inform the Region Head, GS&R, and other relevant functions via email within 24 hours. The Country is responsible for defining and following-up on responses, providing frequent updates to the Region Head and GS&R, and clearly identifying actions, outputs, timelines, and roles and responsibilities.

4. Audit, Assurance, and Performance

CSRs/SSRs assure quality at both country and site levels following the three levels of assessments (or “lines of defence”) listed below.

4.1. ASSESSMENT LEVEL ONE

First-level assessments include:

- Quantitative self-assessments by the CSRs/SSRs using the *SSI Audit Questionnaire* for all sites as well as the *SSI Guard Self-Assessment Questionnaire* for sites with security guards.
- Assessments following the *Minimum Control Standards (MCS 7 & 9)* by the Internal Control local teams.

4.2. ASSESSMENT LEVEL TWO

Second-level assessments include:

- Quantitative assessments conducted by Group Internal Control (GIC).
- Performance evaluations (both quantitative and qualitative) conducted by GS&R using the full *Audit Deck*. Sites with PSPs should also use questions from the security tab of the Holcim Supplier Audit Checklist template.

4.3. ASSESSMENT LEVEL THREE

Third-level audits are completed by Group Internal Audit (GIA) when required by GIA, with support from GS&R on expertise and qualitative aspects. SSRs contact GS&R in preparation for this audit level, verifying:

- Ecosystem, Risks
 - HRts Impact Assessments and SSI Sub-SRA, at country and site(s) levels
 - Non-engagement with armed NSAs
- Implementation / Structure
 - Distributed tasks and responsibilities
 - Cross-functional approaches
 - Training on SSI

- Implementation / Control Measures
 - Community-based security management
 - Engagement centred on HRts
 - The site(s)' current action plan(s) linked to latest *SRA(s)*
 - On-going actions linked to SSI and to HRts
 - Site level of preparedness for the GLMR force abuse (if in scope)
 - Site-specific *GLMR Plan for Force Abuse* (if in scope)
 - Site-specific SOPs
- Implementation / Third Parties
 - TPDD for PSPs
 - *Lethal Weapons/Firearms Site Waiver Request Form* (when required)
 - PSP contracts aligned with ICoC, including use of force details (equipment, procedures and training)
 - Management and evaluation of Security Services performance
 - Training curriculum and support records (if any) with documentation of coordination with GS&R
 - MoU/alternatives for PSF engagement and MoU for support of PSF (if any), with the right approval levels
- Implementation / Incident
 - Past HRts incidents and remediation
 - Documented communications to the CCEO and GS&R about the Security Service relationship(s), including significant changes
 - Incidents reported in SINT (type 'Force abuse')
- Implementation / *SSI Directive*
 - HRts incident collection, verification, and investigation through grievance mechanism
 - Action plans to ensure access to remedies for victims
 - Ability to provide all relevant documentation upon request
- Implementation / Continuous improvement
 - Team/Plan/Test/Live: Force abuse exercise
 - Documented adaptation of the engagement(s) to avoid unacceptable HRts impacts

On a case-by-case basis, CSRs/SSRs will also proactively cooperate during audits by external auditors.

Annexes

SSI INCIDENT/ENVIRONMENT TRIGGER AND RESPONSE TABLE

TRIGGER	SSI-H REF.	RESPONSIBILITY
Unacceptable HRts risks/impacts	3.1	<p>SSR/CSR reports immediately to the CCEO</p> <p>CCEO formally reports via email to GS&R, Region General Counsel, and Region Head</p> <p>CCEO, Regional General Counsel, and Region Head consult with GS&R to identify further steps</p>
Significant changes in a country's security context	3.1	<p>SSR/CSR reports immediately to the level above and escalates up to the CCEO</p> <p>CCEO formally reports via email within 48 hours to the Region Head, GS&R, and other relevant functions</p> <p>Region Head, GS&R, and other relevant functions identify next steps</p>
Significant changes in the impact of Holcim security arrangements on its people and the surrounding communities	3.1	<p>SSR/CSR reports immediately to the level above and escalates up to the CCEO</p> <p>CCEO formally reports via email within 48 hours to the Region Head, GS&R, and other relevant functions</p> <p>Region Head, GS&R, and other relevant functions identify next steps</p>

TRIGGER	SSI-H REF.	RESPONSIBILITY
Allegation of breaches of the <i>Code of Business Conduct</i>	3.3.7 3.4.7	SSR/CSR immediately calls the Integrity Line to inform Group Investigations and informs the CCEO SSR/CSR completes any required reports, updating the CCEO as needed Group Investigations supervises any investigation and follow-up actions
Crowds, protests, demonstrations, public gatherings, assemblies, and/or evictions	3.2.3 3.2.7	SSR reports anticipated protests, demonstrations, public gatherings, assemblies, and/or evictions to CSR CSR reports anticipated protests, demonstrations, public gatherings, assemblies, and/or evictions to CCEO with preventative actions taken/planned SSR/CSR asks for emergency PSF support ²⁶ as needed, encourages reliance on preventative strategies, and provides support for contact establishment with relevant community, union, or religious leaders
Allegations of HRts misconduct and abuses committed by PSPs within Holcim's operating area	3.2.7 3.3.5	SSR/CSR logs and collects allegations of abuses/violations and keeps up to date records of deployment SSR/CSR informs the CCEO and PSP point of contact immediately CCEO formally reports via email within 24 hours to the Region Head, GS&R, SD, and other relevant functions SSR/CSR verifies and investigates allegations in cooperation with Legal & Compliance (taking no longer than three months) SSR/CSR reports substantiated allegations to the CCEO, PSP point of contact, and the relevant local and/or national authorities immediately

²⁶ Ideally from units properly mandated, equipped, and trained to perform this function. SSR/CSR must insist that PSFs comply with national laws/international HRts standards and uphold the minimum UoF standards outlined in 3.2 Use of Force (UoF).

TRIGGER	SSI-H REF.	RESPONSIBILITY
		<p>CCEO formally reports substantiated allegations via email within 24 hours to Legal & Compliance, SD, and GS&R</p> <p>SSR/CSR encourages Legal & Compliance follow up on PSP responses and/or develop an action plan to ensure access to remedies for victims</p> <p>SSR/CSR encourages the relevant authorities to investigate, follows up on the outcome of the incident investigation, and reports back to the CCEO and GS&R on progress</p> <p>SSR/CSR produces and implements remedial action plans and completes lessons learnt</p> <p>CCEO ensures:</p> <ul style="list-style-type: none"> • Allegations are investigated • Remedial action plans are implemented • Victims can access remedies
PSP failure to comply with contractual obligations (incl. weapons control or substantiated allegations of abuses)	3.2.7 3.3.2 3.3.5	<p>SSR/CSR collects and verifies allegations of HRts abuses or contractual failures by PSPs</p> <p>SSR/CSR reports to CCEO with a timeline for compliance and penalties for failure to improve</p> <p>SSR/CSR (supported by Procurement) considers terminating PSP contracts or requests mandatory action planning by PSP (including timelines, responsibilities, and key indicators) to address issues</p> <p>SSR/CSR verifies PSPs implement changes moving forward</p>

TRIGGER	SSI-H REF.	RESPONSIBILITY
Allegations of HRts misconduct and violations committed by PSFs within Holcim's operating area	3.2.7 3.4.6	<p>SSR/CSR logs and collects allegations of violations and keeps up to date records of deployment</p> <p>SSR/CSR informs the CCEO and PSF point of contact immediately (if doing so will not cause further harm to victims)</p> <p>CCEO formally reports via email within 24 hours to the Region Head, GS&R, SD, and other relevant functions</p> <p>SSR/CSR verifies and investigates allegations in cooperation with Legal & Compliance (taking no longer than three months)</p> <p>SSR/CSR formally reports substantiated allegations to the CCEO, PSF point of contact, and the relevant local and/or national authorities immediately</p> <p>CCEO reports substantiated allegations via email within 24 hours to Legal & Compliance, SD and GS&R</p> <p>SSR/CSR encourages Legal & Compliance to develop an action plan to ensure access to remedies for victims</p> <p>SSR/CSR encourages the relevant authorities to investigate, follows up on the outcome of the incident investigation, and reports back to the CCEO and GS&R on progress</p> <p>SSR/CSR produces and implements remedial action plans and completes lessons learnt</p> <p>CCEO ensures:</p> <ul style="list-style-type: none"> • Allegations are investigated • Remedial action plans are implemented • Victims can access remedies

TRIGGER	SSI-H REF.	RESPONSIBILITY
UoF or Security Services-linked incidents on at Holcim's sites or in relation to the security of Holcim's people or assets	3.2.7 3.3.7	<p>SSR/CSR escalates reports verbally and by email to the CCEO and verbally to the relevant local and/or national authorities immediately</p> <p>CCEO informs the Region Head, GS&R, and other relevant functions via email within 24 hours</p> <p>SSR/CSR reports the incident in SINT within a week (at maximum; can be more quickly) and keeps up-to-date records of Security Services deployment</p> <p>SSR/CSR encourages and follows up on the outcome of the investigation by relevant authorities into the incident, reports back to the CCEO and GS&R, and updates the incident report in SINT</p>
Conditions for PSF support laid out in MoU not met (including misuse of provided equipment)	3.4.7	<p>SSR/CSR immediately reports to the CCEO</p> <p>CCEO formally reports via email within 48 hours to the Region Head, GS&R, and other relevant functions</p> <p>CCEO consults with GS&R to follow up on the misuse and terminate all further support</p>
Use of Holcim equipment without consent	3.4.7	<p>SSR/CSR immediately reports to CCEO</p> <p>CCEO formally reports via email within 48 hours to the Region Head, GS&R, and other relevant functions</p> <p>CCEO consults with GS&R to follow up</p>
Significant changes in the deployment, activities, or available equipment of PSPs/PSFs likely to change the risk profile of the relationship	3.3.7 3.4.7	SSR/CSR immediately reports to the CCEO

TRIGGER	SSI-H REF.	RESPONSIBILITY
		<p>CCEO formally reports via email within 48 hours to the Region Head, GS&R, and other relevant functions</p> <p>Country defines and follows up on responses, provides frequent updates to the Region Head and GS&R, and clearly identifies actions, outputs, timelines, and roles and responsibilities</p>
<p>Presence of armed NSAs / Terror & Organised Crime within Holcim's operating area</p> <p>Uses of force by armed NSAs at Holcim sites</p> <p>Allegations of HRts abuses / violations committed by armed NSAs</p>	3.5	<p>SSR/CSR documents and immediately informs the CCEO</p> <p>The CCEO formally reports via email within 24 hours to the Region Head, GS&R, and other relevant functions</p> <p>Country defines and follows up on responses, provides frequent updates to the Region Head and GS&R, and clearly identifies actions, outputs, timelines, and roles and responsibilities</p>
<p>Exceptional situation requiring deviation from the armed NSA non-engagement policy</p>	3.5	<p>SSR/CSR informs CCEO without delay</p> <p>GS&R directs response with support from the Region Head while upholding Holcim's HRts commitments</p> <p>Group General Counsel and Region Head grant relevant time-bound formal exception approval verbally and in writing after approval of Head of GS&R, Region General Counsel, and any other required Group functions</p>
<p>Audit request</p>	4.0	<p>SSR/CSR proactively cooperates during internal and external audits</p>

SSI OUTPUT OVERVIEW TABLE

OUTPUT	SSI-H REF.	RESPONSIBILITY	FREQUENCY			REPORT TO	APPROVE BY
			LOW RISK	MEDIUM RISK	HIGH RISK		
Written SOPs covering all requirements in 3.0 Implementation	1.3	SSR develops and disseminates at site level CSR develops and disseminates at country level, reviews site level, and informs CCEO of changes required <i>SSR/CSR updates based on lessons learnt (if applicable)</i>	Adapt SOPs at least annually			CSR and CCEO	CCEO or delegate
SSI Sub-Risk Assessment as part of the SRA	3.1	SSR conducts at site level in cooperation with SD for major sites CSR conducts at country level in cooperation with SD	At a minimum, every three years Annually (prior to submitting or renewing <i>Lethal Weapons/Firearms Site Waiver Request Form</i>) and following significant changes in the security context			CSR, CCEO, Region Head, GS&R, and relevant functions	CCEO
Inclusion of SSI concerns in Human Rights Impact Assessments	3.1	SSR/CSR gets in touch with the lead ²⁷ to: <ul style="list-style-type: none"> share SRA findings highlight specific HRts impacts related to security arrangements 	Every three years or upon emergence of a new issue or risk			CSR, CCEO, Region Head, GS&R, SD representative and relevant functions	CSR

²⁷ Assigned by the CCEO.

OUTPUT	SSI-H REF.	RESPONSIBILITY	FREQUENCY			REPORT TO	APPROVE BY
			LOW RISK	MEDIUM RISK	HIGH RISK		
Cross-functional mitigation measures and controls	3.1	SSR/CSR leads joint mitigation reviews SSR/CSR develops with relevant Holcim functions, implements, and updates action plans	N/A	Annually	Every six months	CSR, CCEO, and GS&R	CCEO
Community-security meetings/committees	3.2.2	SSR/CSR considers promoting set-up or active participation in existing	N/A	No specific timing		N/A	N/A
Inclusion of community concerns in security arrangements	3.2.2	SSR/CSR in close coordination with relevant Holcim functions	N/A	No specific timing		N/A	N/A
Reminder for PSFs to consider concerns from surrounding communities	3.4.4	SSR/CSR reminds	N/A	Actively remind		N/A	N/A
Lethal Weapons/Firearms Site Waiver Request Form	3.2.1	SSR/CSR completes Waiver Request Form with the Site Manager CCEO reviews completed Form and attached evidence	Annually or following any significant change in suppliers, number of lethal weapons (+10% or more), the Security Services' relationship risk profile, or the operating area Threat/Risk			CCEO	CCEO, Head of GS&R, Region General Counsel, Region Head

OUTPUT	SSI-H REF.	RESPONSIBILITY	FREQUENCY			REPORT TO	APPROVE BY
			LOW RISK	MEDIUM RISK	HIGH RISK		
PSP contract	□	<p>SSR/CSR follows procurement and compliance processes</p> <p>SSR/CSR applies <i>Third Party ITP1</i> fiche and <i>Security Company Contract Award Handbook</i></p> <p>SSR/CSR performs TPDD</p> <p>SSR/CSR designs adequate legal & contractual leverages on PSPs working with Procurement and SD</p> <p>SSR/CSR informs the CCEO</p>	As required by local law and site-specific circumstances			Legal Team	Country Procurement, Contract Owner, and Country General Counsel
PSP training assistance	3.3.4	<p>CSR arranges training with GS&R and provides training to PSP</p> <p>SSR/CSR continuously audits training attendance and certification</p>	No specific timing	<p>Consider where a contracted PSP is unable to fulfil training requirements</p> <p>Mandatory training on security and HRts if:</p> <ul style="list-style-type: none"> • The SRA identifies a high risk level for force abuse or other HRts risks by PSPs • PSPs are contractually allowed to carry firearms 		N/A	N/A

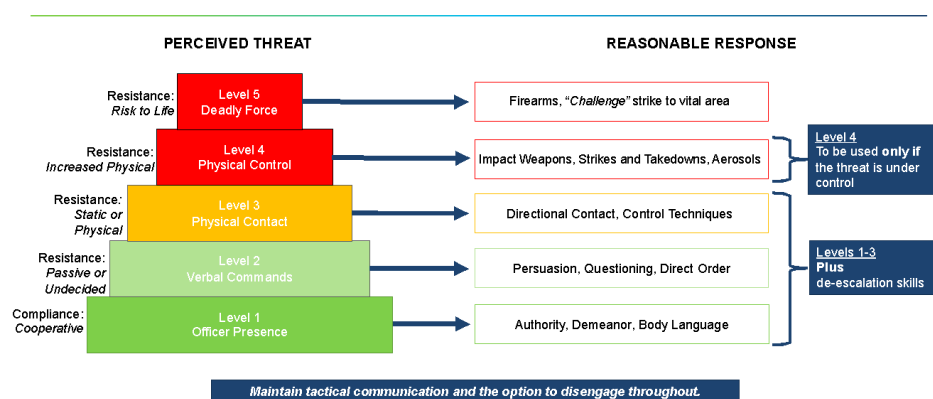
OUTPUT	SSI-H REF.	RESPONSIBILITY	FREQUENCY			REPORT TO	APPROVE BY
			LOW RISK	MEDIUM RISK	HIGH RISK		
PSF MoU (or alternatives)	3.4.5	SSR/CSR drafts in coordination with Legal & Compliance following the guidance in the <i>SSI Handbook</i>	As required by local law and site-specific circumstances			Legal Team	General MoUs: CCEO, Head of GS&R, Country General Counsel MoUs for Support: CCEO, Head of GS&R, Region General Counsel, and Region Head
PSF support and training assistance	3.4.5	CSR assesses risks using the Template: MoU Self-Assessment CSR determines mitigation/control measures and payment processes in coordination with Legal & Compliance and GS&R CSR records and closely monitors all support CSR provides training in coordination with GS&R	No specific timing	No specific timing Mandatory training on security and HRts if the SRA identifies a high risk level for force abuse or other HRts risks by PSFs		CCEO and GS&R (if conditions not met)	CCEO and GS&R
Report on Security Services' relationship / engagement	3.3.7	SSR reports at site level	Annually	Every six months	Quarterly	CCEO	N/A
	3.4.7	CSR reports at country level					

THE GRADUATED RESPONSE MODEL DESCRIPTION

General Overview

This is the **Graduated Response Model**, a tool to assist you in your decisions to use force. It can help guide you towards finding reasonable responses based on your reading of the situation and the threat level you perceive. In general, reasonable responses mean the minimal force required to deter or prevent an assault from occurring or being repeated.

Graduated Response Model



HOLCIM

Graduated Response Model

As an assailant's behaviour becomes more threatening, the means of responding should become increasingly forceful. As the threat decreases, the response must also decrease. In other words, the response of the Security Service personnel matches the behaviour of the assailant to ensure that the force used is proportionate to the situation. Through the conscious and professional application of de-escalation skills, Security Service personnel will aim to lower the response level.

It is important to remember that even "less-lethal" means can have harmful or lethal effects. Always consider the use of non-violent means before resorting to a higher response level.

The base of the triangle is the widest; it represents the majority of incidents you will face, which are generally low risk to your safety. The top of the triangle represents the incidents you will encounter least frequently, but which pose the highest threat to your safety and the safety of others.

Always choose your responses based on your reading of the situation as well as the behaviours and actions of the concerned individual(s). Professional handling of a range of non-lethal weapons and communication skills are vital to help you remain in control of or to de-escalate a situation.

Regardless of the threat level, remember you have the option to retreat if the use of force would do more harm than good or serve no purpose. There is no reason to sacrifice your own safety or the safety of those around you if you are not equipped to respond in an appropriate manner.

The goals of decision-making for the use of force are to exercise restraint, minimise damage and injury, and respect and preserve human life at all times.

Always use the minimum force necessary to control a threat and cease using force once the objective is achieved. Using force may seem like the easiest solution. However, the ends do not necessarily justify the means, and there may be other ways to deal with situations that can cause less damage or injury. Using the minimum force needed helps avoid unnecessary harm and ensures decisions to use force are balanced against the severity of their effects.

This model is not meant to make you unsafe by cutting out all uses of force. When the threat level is the highest and there is a severe threat to life, deadly force is a necessary, legitimate, and proportional response.

Level Descriptions

Level 1: Compliance

Most people are compliant. They do not cause problems and work within the rules, regulations, laws, customs, and expected social norms.

Reasonable response: **Officer Presence**

This is the prevention level. When people are being compliant, we are in a position to prevent conflict from taking place and Presence and Awareness are the most underrated tools for doing so. Use your body language and your demeanour to convey your authority.

Level 2: Passive or Undecided Resistance (Verbal)

This includes people who are complaining or shouting. They are not being violent, but they are refusing to comply with a reasonable request. Very often, these people can be those with complaints or those who are asked to leave but refuse. This has the potential to escalate rapidly.

Reasonable response: **Verbal Commands**

These are very low-level physical/primary control techniques (if absolutely necessary) designed to get the person to leave or comply with the reasonable request. Methods for this level include verbal commands, persuasion, blockage, physical gestures, direct orders, and continued warning of escalation to the next level. Do not use any methods causing pain or that could lead to escalation.

This isn't just talking; it's active listening and body language. The way we stand; what our hands are doing; our facial expression; what our eyes are doing; what we are wearing and carrying; the pitch and tone of voice; proximity; eye contact; the non-verbal 'Gugging' we use, such as 'Go on' 'Hmm' 'Oh yes' to keep conversations going. There is now a need for de-escalation and tactical communication is our most important de-escalation skill, as it can help us to persuade others.

The switch between passive and active resistance is called the "threshold". The change in dynamic between non-intervention and the physical use of force poses the greatest point of escalation or resolution.

Level 3: Static or Physical Resistance (Active)

These people are usually shouting, possibly in a threatening way. They very often take out their physical aggression on objects, such as punching the wall, slamming doors, or maybe throwing things. This is now a threat to our physical well-being, as this person may injure us as a result of their actions.

Reasonable Response: **Physical Contact**

At this level, you can use directional contact and control techniques. Remember, this is not a punishment tool, but has set purposes: to prevent injury, to protect people/property, and either to eject the person from the area or detain for purposes of arrest.

Level 4: Increased Physical Resistance (Aggressive/Assaultive)

This person may intend to injure us. Their aggression has a purpose.

Reasonable response: **Physical Control**

Essentially, we are dealing with people who are fighting us, so it can involve strikes and takedowns, use of non-lethal responses (e.g., impact weapons or aerosols), and personal protective equipment. Withdrawal to a safe area is always an option and may also be necessary.

Level 5: Risk to Life (Seriously Aggressive)

These are the people who mean to kill or seriously injure.

Reasonable response: **Deadly Force**

This is the ultimate response, including the use of firearms and strikes to vital areas. It is always the last resort and governed by local laws and regulations.

WEAPONS GLOSSARY

Lethal Weapons and Firearms

A lethal weapon is an item that can inflict mortal or great bodily harm. For the SSI programme, we only classify weapons used for the security or safety of our people.

Any use of lethal weapons involves an intent to seriously harm the targeted person(s).

Examples of lethal weapons and firearms include:

- Knives and bladed instruments (e.g., machete)
- Grenades
- Handguns
- Long guns, including shotguns / SBBL/DBBL (single/double barrel breech loading)
- Automatic or semi-automatic long guns
- Automatic pistols
- Incendiary or poison gas bombs
- Explosives
- Dogs/canine teams.

→ The decision to actively engage PSFs or equip PSPs or Holcim staff with lethal weapons / firearms requires a formal waiver as explained in 3.2.1 Lethal Weapons/Firearms Site Waiver Request Form.

Dogs/Canine Teams:

Holcim classifies dogs/canine teams as lethal weapons and their use requires a formal waiver. When their use is explicitly and formally authorised, sites must ensure that:

- Dogs are authorised by local laws and fit for purpose.
- The contractor has insurance covering this risk for internal and third-party events.
- Dogs are used for deterrence and early warning purposes only and never to attack, bite, or retrieve a suspect.
- Dogs are kept muzzled²⁸, on-leash, and under the direct control of a security officer who has been formally trained/licensed as a dog handler.
- Dogs are never used for crowd control purposes.
- A person is tasked to oversee the daily care, control, and use of any dogs supporting site security arrangements.
- Dog kennels and dog vehicles comply with international standards and best practises.
- Dogs are held in compliance with local health and hygiene regulations, including a medical/vaccination plan.
- All reports or allegations regarding abuse or ill-treatment of dogs are immediately reported and investigated.
- All security incidents involving use of dogs are accurately recorded.

²⁸ Depending on weather temperature and need to drink/eat

Non-Lethal Weapons and Ammunition

Non-lethal weapons and ammunition are designed to deter, neutralise, or drive back an assailant with a low risk of serious injury or death. Non-lethal weapons may also be referred to as “less-lethal weapons” in line with the UN Office of the High Commissioner on HRs’

[Guidance on Less-Lethal Weapons in Law Enforcement](#).

Even non-lethal weapons can have harmful or lethal effects if used improperly or outside of normal conditions. Rubber bullets, for example, can be lethal if applied from a short distance, at heads, or in a way that could cause a vehicle to spin out of control.

Non-lethal weapons and ammunition include:

- Incapacitating chemicals (pepper spray, tear gas, malodorants)
- Defence batons (truncheons, tonfas, etc.)²⁹
- Electroshock weapons (Tasers, etc.)
- Defence bullet launchers (Flash-ball, 9- or 12-mm rubber bullets, beanbag projectiles, etc.)
- Tear gas cartridges (12 mm cartridges, etc.)
- Water cannons.

Personal Protective Equipment

Personal protective equipment (PPE) are garments or apparatuses designed to protect an individual from injury. They do not completely nullify the impacts of a hazard but help lessen consequences as much as possible.

PPE required will change depending on the circumstances and protection needs. In a classic riot situation, for example, combat helmets and ballistic vests are useful. Where toxic gases are released as a defence tactic, gas masks are appropriate.

Protective equipment includes:

- Helmets
- Protective headgear
- Bullet proof vests and body armour
- Soft vests
- Ballistic face masks
- Gas masks
- Shields
- Bomb suits.

→ Refer to 3.2.2
Avoidance of the
Use of Force in the
Handbook for more
information.

²⁹ Due to their substantial size, long or heavy torchlights (like Magnums) are also considered batons.

POCKET-SIZED RULES OF ENGAGEMENT EXAMPLE FOR PSP

General Rules

- Rely on personal and physical protective equipment, communication and de-escalation skills, and a range of means to allow for differentiated uses of force
- Apply the Graduated Response Model to react to perceived threats and consider the option to disengage at all times
- Use force only in self-defence or defence of others against an imminent threat of death or a serious injury **and not to protect assets or property**
- If not in a life-threatening situation, do not use lethal force. An attacker must have the ability, opportunity, and intent to do serious harm to justify lethal force
- Never assist PSF or use force when managing crowds or demonstrations
- Do not bring any weapons or firearms to sites without formal authorisation

Before a lawful and unavoidable use of force:

- Identify yourself as a private security guard
- Give a clear warning of the intent to use force
- Allow adequate time for the warning to be obeyed except if:
 - The delay would result in death or serious injury
 - It is clearly pointless or inappropriate in the circumstances

During use of force:

- Take reasonable precautions to not injure anyone other than your target
- Take reasonable precautions to not shoot to kill
- Monitor the response and stop using force once the threat is under control

After force is used:

- Provide medical aid to all injured persons
- Notify relatives or friends of those affected (if applicable)
- Allow for and cooperate with the investigation when requested or required
- Report the incident promptly to supervisors, who will inform Holcim and PSF
- Provide a full and detailed written report of the incident

POCKET-SIZED RULES OF ENGAGEMENT EXAMPLE FOR PSF

Use force only when legal, proportionate to the objective, and strictly necessary.

Before use of force:

- Identify yourself as a public security official
- Give a clear warning of the intent to use force
- Allow adequate time for the warning to be obeyed except if:
 - The delay would result in death or serious injury
 - It is clearly pointless or inappropriate in the circumstances

During use of force:

- Exercise restraint and act in proportion to the seriousness of the offence and the legitimate objective to be achieved
- Use only the minimum level of force required and only for the time necessary
- Monitor the response and stop using force once the threat is under control
- Minimise damage and injury
- Respect and preserve human life

After force is used:

- Provide medical aid to all injured persons
- Notify relatives or friends of those affected
- Allow for and cooperate with the investigation
- Report the incident promptly to superiors
- Provide a full and detailed written report of the incident

Immunity from discipline is granted to officers who refuse unlawful orders. Following unlawful orders will result in criminal or disciplinary consequences – there are no excuses for misconduct or human rights violations!

MOU GUIDE

PSF MoU Procedures

When actively engaging³⁰ with PSFs at site level, medium- and high-risk countries should seek to sign a Memorandum of Understanding (MoU) with relevant PSFs to guide the provision of security for Holcim's operations and reaffirm Holcim's HRts commitments. Low-risk countries may also seek to sign a simplified MoU.

All support provided to PSFs also requires a signed MoU (whatever the HRts risk level).

MoUs will help sites:

- Establish common objectives, goals, and expectations
- Reduce the risk of uncertainty
- Outline dispute resolution and breach responses
- Detail the duration of agreement, options for modifications, and termination procedures
- Provide a framework for future dealings

Each MoU should be tailored to the risk profile of a specific PSF and address potential issues that could affect Holcim's security or reputation.

Use the *Template: MoU Self-Assessment* document (Native template file on Intranet and copied at the end of this Annex) as an initial step to help you better understand potential risks for Holcim and its people.

All MoUs with PSFs must be reviewed and approved by the Legal Team, Country General Counsel, the CCEO, and Head of GS&R. Work with Legal & Compliance following the guidance in the General MoU Components section and the two practical examples provided.

Where jointly signed MOUs are not possible, always:

- Formally inform (in writing, not orally) and remind relevant local and/or national authorities about Holcim's HRts commitments;
- Promote HRts respect through its inclusion in deployment discussions and procedures as well as initial and follow-up procedures for handovers of apprehended persons; and
- Design an action plan³¹ to foster the relationship with the ultimate aim of establishing a formal MoU.

Active Engagement of PSF

Because PSFs are outside of Holcim's direct control and governments are primarily responsible for their conduct, equipment, and training, contracting PSPs is the preferred option (as allowed by local law) when reliance on Security Services is essential to mitigate security risks. Formally entering into a relationship with PSF should always be seen as a last resort.

³⁰ For major sites, as defined in the online glossary. Active engagement includes activities like extended deployment on site, provision of support, transport partnerships, etc.

³¹ While the action plan will differ from site to site, it must include all activities Holcim takes to centre human rights in security management when engaging with PSFs as well as efforts to work towards a signed MoU. Examples of activities include planned formal meetings with PSF, action/event logs, attendance at community-security events, benchmarking activities, or contacts with other companies in the area. Update the action plan with actions taken and the location of written records.

PSFs may be engaged to actively protect Holcim's people and assets as a secondary option following the formal and documented approval of the Region Head and the Region General Counsel in consultation with the Head of GS&R.

The site must also complete the *Lethal Weapons/Firearms Site Waiver Request Form*. This *Form* will be reviewed annually and re-approved by the CCEO, Head of GS&R, Region Head, and Region General Counsel. It must also be updated following any significant change in:

- Suppliers
- Number of lethal weapons (+10% or more)
- The Security Service's relationship risk profile
- The operating area Threat/Risk.

General MoU Components

At a minimum, MoUs with PSFs must include sections that detail:

1. Scope, purpose, and goals
2. Roles, responsibilities, and commitments
3. Points of contact / representatives and meeting schedules
4. Issues of particular concern / Procedure guidelines³²
5. Community interaction
6. Monitoring and performance evaluation
7. Reporting and recordkeeping
8. Confidentiality and information-sharing
9. Ethics and compliance with:
 - National law
 - International standards for human rights and non-discrimination
 - *SSI Directive*
 - Any other relevant Holcim policies/procedures, including the *Code of Business Conduct* and *Human Rights and Social Policy*
10. Dispute resolution
11. Modification procedures

MoU Components for Provision of Support

All support provided to PSFs requires a signed MoU that includes sections detailing:

1. Scope, purpose, and goals
2. Roles, responsibilities, and commitments

³² Choose issues based on the findings of the self-assessment; this may include use of force, restoration of public order, incident response, respect for Holcim security policies, recruitment/vetting/training/equipment of deployed officers, etc.

3. Points of contact / representatives and meeting schedules
4. Issues of particular concern / Procedure guidelines³³
5. Specific purpose of support provided
6. Timelines for provision of support, including total duration and delivery schedule/payment processes
7. Recordkeeping of support provided
8. Monitoring of support provided
9. Prohibited acts and clear conditions for provision
10. Revocation and termination, including following human rights violations, misconduct/misuse, or reputational damage
11. Community interaction
12. Monitoring and performance evaluation
13. Reporting and recordkeeping
14. Confidentiality and information-sharing
15. Ethics and compliance with:
 - National law
 - International standards for human rights and non-discrimination
 - *SSI Directive*
 - Any other relevant Holcim policies/procedures, including the *Code of Business Conduct* and *Human Rights and Social Policy*
16. Dispute resolution
17. Modification procedures

Further Guidance

For further guidance and examples of potential clauses, review the Voluntary Principle Initiative's [Model Clauses for Agreements Between Government Security Forces and Companies with Respect to Security and Human Rights](#) and the two examples in this guide.

The following documents are for illustrative purposes only. The first is a general example providing guidance for countries or sites drafting a general MoU meant to guide the relationship and define expectations. The second is an example of an MoU guiding the provision of support by Holcim to a PSF.

These examples only cover components directly influenced by the SSI programme and required by the above two sections. They do not conform to any country-specific contract law or include clauses/definitions that are often required in agreements between parties.

³³ Choose issues based on the findings of the self-assessment; this may include use of force, restoration of public order, incident response, respect for Holcim security policies, recruitment/vetting/training/equipment of deployed officers, etc.

Example MoU – General

THESE DOCUMENTS ARE AN EXAMPLE ONLY;
DO NOT USE THEM AS-IS FOR ANY LEGALLY-BINDING AGREEMENTS.

Working with Legal & Compliance, adapt the terminology, structure, and wording to ensure the final MoU conforms to applicable law and the situation in your country.

Scope, purpose, and goals

Scope

This MoU exists between Holcim and the Public Security Force and pertains to Holcim's duly licensed operations at XYZ site.

This MoU will enter into force on DATE following signatures by the duly authorised representatives of the Parties for a period of two years.

The term of this MoU may be extended by agreement between the Parties in writing and signed.

Purpose

Holcim and the Public Security Force wish to engage and cooperate for the provision of security in the area surrounding XYZ Site. This agreement will formalise and clarify the relationship between Holcim and the Public Security Force.

The purpose of this MoU is to guide and record arrangements for all matters pursuant to the deployment of the Public Security Force in the area surrounding XYZ Site, including:

- Ensuring cooperation and collaboration between Holcim and the Public Security Forces,
- Defining the roles, responsibilities, and obligations of Holcim and the Public Security Force,
- Outlining processes and procedures for preventing and responding to incidents,
- Formalising expectations for conduct and action compliant with security and human rights standards during patrols, incident response, and other potential interactions between Holcim and the Public Security Force,
- Facilitating appropriate information-sharing.

Goals

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

This agreement represents actions that the Public Security Forces and Holcim may jointly pursue to advance the goals of:

- Promoting safety and security in the area surrounding XYZ Site in accordance with national law and security and human rights standards,
- Following a community-based security management approach,

- Minimising negative human rights impacts related to security provision
- Maintaining a positive security climate for all persons living, working, or transiting through the area.

Roles, responsibilities, and commitments

Roles

The Public Security Force is a national security organ with the primary objectives of preventing and detecting crime, maintaining public order, and protecting and assisting people in need. As part of this mission, the Public Security Force protects and advances human rights provided for in national law and international law as outlined in the Geneva Conventions, the United Nations Code of Conduct for Law Enforcement Officials, the United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials, and the Voluntary Principles on Security and Human Rights.

Holcim, as a business duly registered with the State XXX, operates XYZ Site in accordance with all relevant laws and regulations, including the respect for human rights. Holcim has publicly committed to align with the Voluntary Principles on Security and Human Rights when interacting with all public security forces, including the Public Security Force.

Holcim has no authority and shall not supervise, direct, or control any mission, assignment, or function of the Public Security Force. Government is primarily responsible for the conduct, equipment, and training of Public Security Force personnel.

The Public Security Force will operate, at all times, under its own chain of command, and nothing in this Agreement shall be construed to suggest that the Public Security Force, or any of its members, are the agents, partners, employees, or representatives of Holcim in any capacity.

Responsibilities

Under the terms of this MoU and relevant law, the Public Security Force agrees to:

- Provide appropriate working conditions and remunerate officers/guards assigned duties in and around the project area according to national law,
- Ensure an appropriate number and type of personnel are deployed for managing each identified security risk,
- Ensure that the Public Security Force personnel assigned duties in and around the project area have not committed any disciplinary offences for the last three years,
- Carry out discipline of errant personnel,
- Ensure that the Public Security Force personnel who have faced credible allegations of violent crimes or involvement in human rights abuses will not be assigned duties in and around the project area,
- Remove any the Public Security Force personnel active in and around the project area found credibly implicated in human rights abuses and deal with the individual in accordance with applicable national and international law,
- Replace any person requested for replacement in writing by Holcim as soon as reasonably practicable,
- Identify a contact point to participate in monthly meetings and deal with all day-to-day queries,

- Provide training to its personnel on the Security and Human Rights Standards, including how to implement the Security and Human Rights Standards and the following Core Competencies:
 - (i) an awareness of the Security and Human Rights Standards as they apply to Public Security Force personnel, including international human rights and humanitarian law and international public security principles,
 - (ii) an understanding of, in the event of any violation or abuse of human rights, the legal consequences for the particular individuals involved, the Public Security Force, and Holcim,
 - (iii) rules of engagement for the use of force and firearms applicable to the project area,
 - (iv) first aid,
 - (v) knowledge of common scenarios in which violations and abuses of the law and international protocols and conventions might take place,
 - (vi) awareness of and an ability to apply the procedures that Public Security Force personnel should follow in order to avoid such violations and abuses, including practical steps to take in the context of security incidents, crisis management, conflict resolution, crowd control, protests, or strikes on, in the vicinity of, or related to the project area,
- Share information with Holcim upon request that demonstrates that personnel received the training and met the Core Competencies,
- Ensure designated personnel conform to highest standards of disciplined, professional, and ethical conduct,
- Ensure personnel use force consistent with national law and this agreement,
- Consult with local communities on a periodic basis regarding impacts of security activities,
- Respond to public manifestations with appropriately trained and equipped personnel,
- Not request the provision of support from Holcim in forms expressly prohibited under this MoU,
- Provide ad-hoc security incident support as requested by Holcim,
- Assist in having medical care promptly provided to anyone injured or affected resulting from an incident involving Public Security Force in and around the project area,
- Ensure any deployed personnel comply with this MoU.

Under the terms of this MoU and relevant law, Holcim agrees to:

- Comply with all reasonable instructions issued by the Public Security Force as any security situation arising may warrant,
- Consult with local communities on a periodic basis regarding impacts of security activities,
- Align with security and human rights standards when engaging with Public Security Force,
- Provide support for establishing contact with relevant community, union, or religious leaders who may help resolve security incidents,
- Deliver a request in writing for the replacement of any Public Security Force personnel based on credible and reasonable allegations of misconduct,

- Identify a contact point to participate in monthly meetings and deal with all day-to-day queries,
- Not provide items with Holcim's logo, direct cash payments to individual personnel, dual-use equipment, or lethal weaponry, including hard ammunition, or make any payment in order to procure such weapons, weaponry, ammunition, or dual use equipment,
- Monitor the Public Security Force activities linked to XYZ Site
- Keep records of joint meetings, security incidents, and Public Security Force activity and conduct within the project area,
- Provide copies of records and reports to the Public Security Force as required and upon request,
- Assist in having medical care promptly provided to anyone injured or affected resulting from an incident involving Public Security Force in and around the project area,
- Ensure all personnel comply with this MoU.

Commitments

Both Parties commit their personnel to conduct themselves and act in ways that are consistent with this MoU and the Security and Human Rights Standards.

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

Points of contact / representatives and meeting schedules

The Public Security Force agrees to appoint a liaison to meet monthly from the start date of this MoU with a counterpart appointed by Holcim to discuss security issues of mutual concern, including:

- Reviewing potential for violence and impacts on surrounding communities from the activities of Holcim and Public Security Force,
- Reviewing actual and potential human rights impacts and mitigation measures
- Assessing security incidents and complaints against Public Security Force personnel,
- Resolving any issues escalated by the Parties,
- Considering any issues arising under or in connection with this MoU.

The nominated contact points are:

John Smith	Jane Doe
Holcim	Public Security Force
Country Security Manager	Chief
+41 123 456 78 90	+41 987 654 32 10

The nominated contact points agree to deal with all day-to-day queries raised by the other Party in connection with this MoU.

The Parties agree that Holcim will keep records of all meetings with the Public Security Force and provide such records upon request.

In the event of a serious issue or disagreements, either Party shall be entitled to ask for a meeting between the contact points as soon as possible.

Issues of particular concern / Procedure guidelines

Use of Force

The Public Security Force agrees that, when responding to security incidents in the area of XYZ Site, personnel will use force only when strictly necessary, will always use the least force necessary to address a security threat, and will use force in a manner proportional to the threat.

All force used will be consistent with national law and the Security and Human Rights Standards or consistent with international humanitarian law when applicable. Public Security Force personnel will use lethal force only where there is an imminent threat to human life or consistent with international humanitarian law as applicable.

The Public Security Force agrees to provide personnel with personal protective equipment and a range of non-lethal and lethal equipment to facilitate a graduated response. Furthermore, Public Security Force personnel have been or will be trained within 90 days to make decisions to use force guided by the graduated response model.

Holcim agrees to provide pocket-sized use of force cards detailing these expectations to personnel likely to be deployed to XYZ Site following a security incident.

The Public Security Force and Holcim, as appropriate, will assist in having medical care promptly provided to anyone injured or affected resulting from an incident involving the Public Security Force in and around the project area.

Maintenance of Public Order

Both Parties agree that everyone is allowed to participate in peaceful and non-violent assemblies. Holcim recognises that the Public Security Force is responsible for the maintenance and restoration of public order.

Holcim will attempt to prevent illegal public gatherings through an approach focused on establishing contact with relevant community, union, or religious leaders who may help resolve the situation.

In case of crowds, protests, demonstrations, public gatherings, assemblies, and/or evictions, both Parties agree:

- Holcim's contact point will immediately inform the Public Security Force of the details of the situation,
- The Public Security Force will ideally only deploy units properly mandated, equipped, and trained to restore public order,
- Holcim personnel will comply with all reasonable instructions issued by the Public Security Force,

- Holcim personnel will never actively assist responding Public Security Force personnel or use force themselves,
- Holcim will support the Public Security Force in establishing contact with relevant community, union, or religious leaders when possible.

Community interaction

Holcim and Public Security Force agree to consult on a periodic basis with local communities regarding impacts of security activities, and to identify community concerns regarding security-related matters and human rights impacts, including through the XYZ Community-Security Committee.

Reporting and recordkeeping

The Parties agree that Holcim will keep up-to-date records of Public Security Force deployment in the project area, including the identity of commanding officers, all incidents involving force, training, and complaints of misconduct or human rights impacts.

Holcim agrees to promptly notify the Public Security Force of verified complaints against Public Security Force personnel that have been lodged with Holcim, either through Holcim's appointed contact person or other appropriate means.

Monitoring and performance evaluation

The Parties acknowledge that Holcim's existing grievance mechanism is designed to formally capture complaints related to its operations, including human rights impacts at XYZ Site. As such, the actions and conduct of Public Security Force personnel on patrol at or responding to security incidents at XYZ Site may also be captured.

Holcim will investigate and attempt to substantiate any incident or occurrence reported through its existing grievance mechanism or other channels. Holcim will collect and verify allegations of human rights impacts by Public Security Force personnel related to the protection of Holcim's people or assets. Public Security Force will not object to Holcim recording, reporting to, and following up with appropriate authorities on credible allegations of human rights abuses by Public Security Force.

The Public Security Force agrees to promptly advise Holcim of any security incident involving the use of weapons or use of force and of any alleged serious misconduct or human rights violation in which Public Security Force personnel was involved while performing their duties in relation to Holcim's property, facilities or personnel.

The Public Security Force will promptly investigate, report, and resolve all such incidents, serious misconduct, or potential violations in accordance with applicable national and international law. The Public Security Force will regularly inform Holcim of progress in the investigation or proceedings following the investigation. During the course of the investigation or proceedings, the Public Security Force agrees to suspend the personnel under investigation or being prosecuted from their duty in and around the project area.

If the Public Security Force or appropriate official investigation finds that Public Security Force personnel used disproportionate force or violated or contravened the Security and Human Rights Standards, human rights and/or international humanitarian law, then personnel shall be subject to appropriate disciplinary action by the Public Security Force and/or be reported to the

appropriate authorities, and Public Security Force shall take appropriate action to prevent recurrence.

Confidentiality and information-sharing

In the interest of transparency, the Parties agree to make their security arrangements transparent and accessible to the public, subject to any overriding safety and security concerns.

Each Party shall keep confidential any information and documents received from the other when they are restricted or classified or the providing Party expressly disapproves of their disclosure. The degree of such restriction shall be determined by the Party providing the information.

Information and documents received in accordance with this MoU are not to be used for any purposes other than those for which they are requested.

Each Party has the right to keep the identity of the complainants who submit any grievances about Public Security Force personnel related to the protection of Holcim's people or assets anonymous where necessary in accordance with established standards and policies.

Ethics and compliance

Public Security Force agrees that it will maintain law and order, including by taking actions related to security in and around the project area, consistent with the Security and Human Rights Standards and in compliance with applicable national and international law – including, where applicable, international humanitarian law as well as human rights law – and in recognition of the principle that security is a fundamental need shared by all members of society alike.

Holcim will communicate its policies regarding ethical conduct and human rights to the Public Security Force. The Public Security Force will strive to act consistently with those policies in and around the project area.

Public Security Force agrees it has been informed of Holcim's expectations about the respect of human rights during security provision, including the rights to peaceful assembly and non-discrimination. The Security and Human Rights Standards and relevant Holcim policies/procedures are attached as Annexes and form an integral part of this Agreement.

Dispute resolution

This MoU should be understood in accordance with the laws of the State.

The Parties agree that the existence of a dispute will not immediately void this agreement.

A Party who wishes to submit a dispute for resolution must provide written notice, including a statement detailing the dispute and the relief requested.

Following written notification of the dispute, the contact points will set up a meeting as soon as possible to attempt to resolve the dispute with due consideration to the Security and Human Rights Standards.

If the contact points fail to resolve the dispute, the contact points will set up a second meeting within thirty days between Senior Executives for Holcim and Public Security Force.

Following this second meeting, any dispute not resolved must be exclusively and finally settled by arbitration. Any Party may submit a dispute to arbitration following the regulations and procedures in national law.

At all times, the result of dispute resolution must strive to limit impacts on the human rights of all stakeholders.

Modification procedures

This agreement may be modified or extended following a written and signed agreement by both Parties.

Either Party may terminate the MoU if the other Party is in breach of the terms and conditions of the MoU, including following observed or alleged:

- Misleading or inaccurate recordkeeping
- Dishonest or negligent action by personnel
- Conduct or activities by personnel creating reputational damage

The aggrieved Party shall give the other Party three months' notice of termination of the MoU provided that the other Party has been given ninety days' notice and the breach has not been rectified.

Following proven serious human rights impacts of its personnel or members of affected communities by the other Party, the aggrieved Party must immediately terminate the MoU in writing, inform the relevant authorities, and resolve all such incidents or impacts in accordance with applicable national and international law.

Example MoU – For PSF support

THESE DOCUMENTS ARE AN EXAMPLE ONLY.

DO NOT USE THEM AS-IS FOR ANY LEGALLY-BINDING AGREEMENTS.

Working with Legal & Compliance, adapt the terminology, structure, and wording to ensure the final MoU conforms to applicable law and the situation in your country.

Scope, purpose, and goals

Scope

This MoU exists between Holcim and Public Security Force and pertains to Holcim's duly licensed operations at XYZ site.

This MoU will enter into force on DATE following signatures by the duly authorised representatives of the Parties for a period of one year.

The term of this MoU may be extended by agreement between the Parties in writing and signed.

Purpose

Holcim and Public Security Force wish to engage and cooperate for the provision of security in the area surrounding XYZ Site. This agreement will formalise and clarify the relationship between Holcim and the Public Security Force.

The purpose of this MoU is to guide and record arrangements for all matters pursuant to the provision of a fuel XXX allowance by Holcim to Public Security Force, including:

- Ensuring cooperation and collaboration between Holcim and Public Security Forces
- Defining the roles, responsibilities, and obligations of Holcim and Public Security Force related to the fuel allowance
- Outlining processes and procedures for the provision of support
- Formalising expectations for conduct and action compliant with security and human rights standards during patrols, incident response, and other potential interactions between Holcim and Public Security Force
- Facilitating appropriate information-sharing

Goals

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

This agreement represents actions that Public Security Forces and Holcim may jointly pursue to advance the goals of:

- Promoting safety and security in the area surrounding XYZ Site in accordance with national law and security and human rights standards
- Following a community-based security management approach
- Minimising negative human rights impacts related to security provision
- Maintaining a positive security climate for all persons living, working, or transiting through the area

Roles, responsibilities, and commitments

Roles

Public Security Force is a national security organ with the primary objectives of preventing and detecting crime, maintaining public order, and protecting and assisting people in need. As part of this mission, Public Security Force protects and advances human rights provided for in national law and international law as outlined in the Geneva Conventions, the United Nations Code of Conduct for Law Enforcement Officials, the United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials, and the Voluntary Principles on Security and Human Rights.

Holcim, as a business duly registered with State, operates XYZ Site in accordance with all relevant laws and regulations, including the respect for human rights. Holcim has publicly committed to align with the Voluntary Principles on Security and Human Rights when interacting with all public security forces, including Public Security Force.

Holcim has no authority and shall not supervise, direct, or control any mission, assignment, or function of Public Security Force. Government is primarily responsible for the conduct, equipment, and training of Public Security Force personnel.

Public Security Force will operate, at all times, under its own chain of command, and nothing in this Agreement shall be construed to suggest that the Public Security Force, or any of its members, are the agents, partners, employees, or representatives of Holcim in any capacity.

Responsibilities

Under the terms of this MoU and relevant law, Public Security Force agrees to:

- Provide appropriate working conditions and remunerate officers assigned duties in and around the project area according to national law
- Ensure an appropriate number and type of personnel are deployed for managing each identified security risk
- Ensure that Public Security Force personnel assigned duties in and around the project area have not committed any disciplinary offences for the last three years
- Carry out discipline of errant personnel
- Ensure that Public Security Force personnel who have faced credible allegations of violent crimes or involvement in human rights abuses will not be assigned duties in and around the project area
- Remove any Public Security Force personnel active in and around the project area found credibly implicated in human rights abuses and deal with the individual in accordance with applicable national and international law
- Replace any person requested for replacement in writing by Holcim as soon as reasonably practicable
- Identify a contact point to participate in monthly meetings and deal with all day-to-day queries
- Provide training to its personnel on the Security and Human Rights Standards, including how to implement the Security and Human Rights Standards and the following Core Competencies:
 - (i) an awareness of the Security and Human Rights Standards as they apply to Public Security Force personnel, including international human rights and humanitarian law and international public security principles
 - (ii) an understanding of, in the event of any violation or abuse of human rights, the legal consequences for the particular individuals involved, the Public Security Force, and Holcim
 - (iii) driving techniques and rules applicable to the project area, including defensive driving and safe operation of the vehicle
 - (iv) rules of engagement for the use of force and firearms applicable to the project area
 - (v) first aid
 - (vi) knowledge of common scenarios in which violations and abuses of the law and international protocols and conventions might take place

- (vii) awareness of and an ability to apply the procedures that Public Security Force personnel should follow in order to avoid such violations and abuses, including practical steps to take in the context of security incidents, crisis management, conflict resolution, crowd control, protests, or strikes on, in the vicinity of, or related to the project area
- Share information with Holcim upon request that demonstrates that personnel received the training and met the Core Competencies
- Ensure designated personnel conform to highest standards of disciplined, professional, and ethical conduct
- Ensure personnel use force consistent with national law and the Security and Human Rights Standards, only when strictly necessary, and in a proportionate manner at the lowest level needed to address a security threat
- Ensure personnel use lethal force only where there is an imminent threat to human life or consistent with international humanitarian law as applicable
- Provide personnel with personal protective equipment and a range of non-lethal and lethal equipment to facilitate a graduated response
- Assist personnel to make decisions to use force guided by the graduated response model
- Consult with local communities on a periodic basis regarding impacts of security activities
- Use the support provided by Holcim only for the activities allowed under this agreement
- Not request the provision of support from Holcim in forms expressly prohibited under this MoU
- Conduct regular patrols, including at night in all cement factories and mining locations at XYZ Site
- Provide ad-hoc security incident support as requested by Holcim
- Assist in having medical care promptly provided to anyone injured or affected resulting from an incident involving Public Security Force in and around the project area
- Ensure any deployed personnel comply with this MoU

Under the terms of this MoU and relevant law, Holcim agrees to:

- Comply with all reasonable instructions issued by Public Security Force as any security situation arising may warrant
- Consult with local communities on a periodic basis regarding impacts of security activities
- Align with security and human rights standards when engaging with Public Security Force
- Provide support for establishing contact with relevant community, union, or religious leaders who may help resolve security incidents
- Deliver a request in writing for the replacement of any Public Security Force personnel based on credible and reasonable allegations of misconduct
- Identify a contact point to participate in monthly meetings and deal with all day-to-day queries
- Not provide items with Holcim's logo, direct cash payments to individual personnel, dual-use equipment, or lethal weaponry, including hard ammunition, or make any payment in order to procure such weapons, weaponry, ammunition, or dual use equipment

- Provide a monthly fuel allowance to Public Security Force
- Monitor support provided and Public Security Force activities linked to XYZ Site
- Keep records of joint meetings, Public Security Force activity and conduct within the project area, and all support provided
- Provide copies of records and reports to Public Security Force as required and upon request
- Assist in having medical care promptly provided to anyone injured or affected resulting from an incident involving Public Security Force in and around the project area
- Ensure all personnel comply with this MoU

Commitments

Both Parties commit its personnel to conduct themselves and act in ways that are consistent with this MoU and the Security and Human Rights Standards.

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

Both Parties recognize that securing the operation of XYZ Site has created a burden on Public Security Force. To ensure a safe operating environment and the protection of its people, environment, assets, and reputation, Holcim commits to provide Public Security Force with a monthly fuel allowance of XXX USD.

Points of contact / representatives and meeting schedules

Public Security Force agrees to appoint a liaison to meet monthly from the start date of this MoU with a counterpart appointed by Holcim to discuss security issues of mutual concern and the support provided, including:

- Confirming support provided and its usage during the period of concern
- Reviewing potential for violence and impacts on surrounding communities from the activities of Holcim and Public Security Force
- Reviewing actual and potential human rights impacts and mitigation measures
- Assessing security incidents and complaints against Public Security Force personnel
- Resolving any issues escalated by the Parties
- Considering any issues arising under or in connection with this MoU

The nominated contact points are:

John Smith	Jane Doe
Holcim	Public Security Force
Country Security Manager	Chief
+41 123 456 78 90	+41 987 654 32 10

The nominated contact points agree to deal with all day-to-day queries raised by the other Party in connection with this MoU.

The Parties agree that Holcim will keep records of all meetings with the Public Security Force and provide such records upon request.

In the event of a serious issue or disagreements, either Party shall be entitled to ask for a meeting between the contact points as soon as possible.

Issues of particular concern / Procedure guidelines – Provision of support

Specific purpose of items provided

Holcim will provide Public Security Force with support in the form of a fuel allowance amounting to *XXX USD per month*.

This fuel allowance is meant solely to assist Public Security Force during the:

- Conduct of regular patrols, including at night in all cement factories and mining locations at XYZ Site
- Provision of ad-hoc security incident support as requested by Holcim

The fuel allowance must not be used for any other activities or purchases.

Timelines for provision of support

Public Security Force must obtain the fuel from Petrol Station A. Holcim will reimburse Petrol Station A monthly.

Holcim will reimburse up to XXX USD of fuel costs monthly for twelve months, starting DATE and ending DATE.

No payments will be made directly to individual officers or police stations. No payments will be made in excess of XXX USD per month. Any excess funds at the end of the month will be forfeited by Public Security Force.

Recordkeeping of support provided

Petrol Station A will keep an accurate and up-to-date record of all fuel obtained and provide this record to Holcim on a regular basis.

Holcim will keep a record of all fuel payments made to Petrol Station A.

Public Security Force will keep a record of each vehicle benefiting from the fuel allowance, including the date, time, and amount spent in the form of a receipt from Petrol Station A.

Public Security Force will record each benefiting vehicle's odometer reading:

- Prior to the start of and at the end of each patrol
- Prior to and after a security incident response

Public Security Force agrees to provide vehicle, receipt, and odometer information to Holcim on a monthly basis.

Holcim will provide a monthly summary to Public Security Force of the payment made to Petrol Station A, the amount of fuel covered, information identifying vehicles benefiting from the allowance, and the total number of kilometres reported by Public Security Force.

Monitoring of support provided

Holcim will review the records provided by Public Security Force and Petrol Station A and check for discrepancies.

Public Security Force agrees to cooperate with the monitoring of support provided.

Both Parties agree Holcim will review and investigate complaints about and physically observe the conduct and actions of Public Security Force personnel and vehicles benefiting from the fuel allowance. Substantiated complaints will be shared with Public Security Force, who agrees to act to discipline individuals and prevent recurrence.

Prohibited acts and clear conditions for provision

Public Security Force agrees that the fuel provided:

- Must be used for the benefit of vehicles that are operated in a safe and proper way, with adequately trained and licensed drivers
- May not be used for other operations or activities not directly related to the safety and protection of the project area
- May not be used to contribute to unlawful, unnecessary, unproportioned or excessive uses of force
- May not be used to commit any kinds of human rights violations, including but not limited to:
 - War crimes
 - Terrorism
 - Murder
 - Torture
 - Causing disappearances
 - Cruel/degrading treatment or punishment
 - Unlawful apprehension/detention or arbitrary deprivation of liberty
 - Slavery or forced labour
 - Sexual violence/exploitation or gender-based violence
 - Drug or weapons trafficking
 - Bribery or corruption
 - Discrimination
 - Denying the right to assembly

Both Parties agree they will not defraud or attempt to defraud the other, nor provide misleading or inaccurate information.

Revocation and termination

After written notice, either Party may immediately suspend the provision of fuel allowance following any allegations or observed:

- Breaching of this Agreement
- Severe misconduct or human rights violations committed by personnel benefiting from the fuel allowance
- Misleading or inaccurate recordkeeping
- Dishonest or negligent action by personnel
- Conduct or activities by personnel creating reputational damage
- Other misuse of the fuel allowance

Immediately following suspension of support, the contact points for Holcim and Public Security Force must meet to discuss the details surrounding allegations or observations.

Either Party may terminate the support permanently in writing following this meeting based on the substantiation of misconduct, improper use, or failure to conform to this Agreement.

Community interaction

Holcim and Public Security Force agree to consult on a periodic basis with local communities regarding impacts of security activities, and to identify community concerns regarding security-related matters and human rights impacts, including through the XYZ Community-Security Committee.

Reporting and recordkeeping

The Parties agree that Holcim will keep up-to-date records of Public Security Force deployment in the project area, including the identity of commanding officers, all incidents involving force, training, and complaints of misconduct or human rights impacts.

Holcim agrees to promptly notify Public Security Force of verified complaints against Public Security Force personnel that have been lodged with Holcim, either through Holcim's appointed contact person or other appropriate means.

Monitoring and performance evaluation

The Parties acknowledge that Holcim's existing grievance mechanism is designed to formally capture complaints related to its operations, including human rights impacts at XYZ Site. As such, the actions and conduct of Public Security Force personnel on patrol at or responding to security incidents at XYZ Site may also be captured.

Holcim will investigate and attempt to substantiate any incident or occurrence reported through its existing grievance mechanism or other channels. Holcim will collect and verify allegations of human rights impacts by Public Security Force personnel related to the protection of Holcim's people or assets. Public Security Force will not object to Holcim recording, reporting to, and following up with appropriate authorities on credible allegations of human rights abuses by Public Security Force.

Public Security Force agrees to promptly advise Holcim of any security incident involving the use of weapons or use of force and of any alleged serious misconduct or human rights

violation in which Public Security Force personnel were involved while performing their duties in relation to Holcim's property, facilities or personnel.

Public Security Force will promptly investigate, report, and resolve all such incidents, serious misconduct, or potential violations in accordance with applicable national and international law. Public Security Force will regularly inform Holcim of progress in the investigation or proceedings following the investigation. During the course of the investigation or proceedings, Public Security Force agrees to suspend the personnel under investigation or being prosecuted from their duty in and around the project area.

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

Confidentiality and information-sharing

In the interest of transparency, the Parties agree to make their security arrangements transparent and accessible to the public, subject to any overriding safety and security concerns.

Each Party shall keep confidential any information and documents received from the other when they are restricted or classified or the providing Party expressly disapproves of their disclosure. The degree of such restriction shall be determined by the Party providing the information.

Information and documents received in accordance with this MoU are not to be used for any purposes other than those for which they are requested.

Each Party has the right to keep the identity of the complainants who submit any grievances about Public Security Force personnel related to the protection of Holcim's people or assets anonymous where necessary in accordance with established standards and policies.

Ethics and compliance

Public Security Force agrees that it will maintain law and order, including by taking actions related to security in and around the project area, consistent with the Security and Human Rights Standards and in compliance with applicable national and international law – including, where applicable, international humanitarian law as well as human rights law – and in recognition of the principle that security is a fundamental need shared by all members of society alike.

Holcim will communicate its policies regarding ethical conduct and human rights to Public Security Force. The continued provision of support is dependent on action and conduct aligned with those policies. Public Security Force will strive to act consistently with those policies in and around the project area.

Public Security Force agrees it has been informed of Holcim's expectations about the respect of human rights during security provision, including the rights to peaceful assembly and non-discrimination. The Security and Human Rights Standards and relevant Holcim policies/procedures are attached as Annexes and form an integral part of this Agreement.

Dispute resolution

This MoU should be understood in accordance with the laws of State.

The Parties agree that the existence of a dispute will not immediately void this agreement.

A Party who wishes to submit a dispute for resolution must provide written notice, including a statement detailing the dispute and the relief requested.

Following written notification of the dispute, the contact points will set a meeting as soon as possible to attempt to resolve the dispute with due consideration to the Security and Human Rights Standards.

If the contact points fail to resolve the dispute, the contact points will set a second meeting within thirty days between Senior Executives for Holcim and Public Security Force.

Following this second meeting, any dispute not resolved must be exclusively and finally settled by arbitration. Any Party may submit a dispute to arbitration following the regulations and procedures in national law.

At all times, the result of dispute resolution must strive to limit impacts on the human rights of all stakeholders.

Modification procedures

This agreement may be modified or extended following a written and signed agreement by both Parties.

Either Party may terminate the MoU if the other Party is in breach of the terms and conditions of the MoU.

The aggrieved Party shall give the other Party three months' notice of termination of the MoU provided that the other Party has been given ninety days' notice and the breach has not been rectified.

Following proven serious human rights impacts of its personnel or members of affected communities by the other Party, the aggrieved Party must immediately terminate the MoU in writing, inform the relevant authorities, and resolve all such incidents or impacts in accordance with applicable national and international law.

MoU Self-Assessment

The *Template: MoU Self-Assessment* document can be found on the GS&R Intranet as a Native template file. It has been copied below for reference.

PUBLIC SECURITY FORCE KEY DATA	
Unit/Service/Institution Name (Full legal name as provided for in international law)	
Other names used previously (If relevant)	
Dedicated unit to support companies (If applicable and only if different from unit currently supporting)	
Identified local contact point and information	
Identified regional / national contact point and information	
Identified emergency contact point and information	
Address closest to the site	
Official address / contact information	
Most senior official / contact information	
Approximate size (in the operating area and country-wide)	
Distance / approximate reaction time	
Frequency of deployment rotations	
Description of general equipment available to personnel within your operating area, including PPE and the range of non-lethal and lethal weapons that allow for a graduated response	

Description of service provided to Holcim (if applicable)	
Description of support provided to the PSF by Holcim (if applicable)	

RISK AND CONTEXT ANALYSIS		
	Y/N/NA	ADDITIONAL DETAILS
What is the Country business environment risk level (as set out in the Human Rights Directive from SD, formerly called Human Rights Indices) for your site?		Low Medium High
What is the GLMR Force Abuse risk level for your site?		Very Low Low Medium High Very High
Is there reliable information related to allegations of HRts violations committed in the past three years by one or more of the units/services/institutions above? Please describe and assess the likelihood of re-occurrence.		
Are the units/services/institutions above able to effectively take corrective measures to hold perpetrators of HRts violations accountable?		
Have the units/services/institutions above put in place effective measures or mechanisms to prevent HRts violations?		
Are the units/services/institutions above subject to functioning civilian oversight mechanisms?		
Are there any relevant laws or regulations likely to create an environment that increases the risk of HRts violations (e.g., shoot-to-kill orders; laws		

discriminating against protected categories; strict public order laws)? If yes, please describe.		
Are the units/services/institutions above dedicated, equipped, and trained to manage crowds in line with Holcim's expectations?		
Are there contextual realities likely to create an environment that increases the risk of HRts violations (e.g., endemic corruption, impunity, low wages, tendency towards excessive force)? If yes, please describe.		
Are there any Community-Security Meetings/Committees? If yes, please describe, including if Holcim is a member.		
Are there any site-specific SOPs that limit the deployment of a specific unit/service/institution? If yes, please describe.		
Are there any likely reputational risks stemming from Holcim's association with a specific unit/service/institution? If yes, please describe.		

GENERAL INFLUENCE AND PROMOTION OF SSI		
	Y/N/NA	ADDITIONAL DETAILS
Does Holcim have leverage to influence the behaviour of the unit/service/institution or encourage compliance with international security and HRts standards and best practises?		
Who is responsible at site level for monitoring the deployment and behaviour of PSFs, keeping records, and escalating reports when needed?		
Who is responsible at site level for substantiating and following up on allegations of HRts violations?		

Who is responsible at site level for meeting regularly with contact points to discuss workplace safety, security and HRts issues, and expectations?		
Who is responsible at site level for keeping records of all interactions with PSFs?		
Who is responsible at site level for providing support for establishing contact with relevant community, union, or religious leaders who may help resolve public order situations?		
Have you formally notified PSFs about Holcim's HRts commitments and SSI?		
Are PSFs aware of Holcim's position on the use of force, community consultation / minimisation of impacts, and crowd management at sites?		
Have you encouraged PSFs to integrate HRts standards and best practises into their policies, procedures, and training?		
Who is responsible at site level for monitoring support provided?		
Has a member of any unit/service/institution recently requested support of any kind? If yes, please describe.		
Has Holcim provided support of any kind in the past? If yes, please describe.		
Is the provision of capacity-building and training assistance on best practises for security and HRts mandatory for your site? If yes, what assistance has been provided / is planned?		

PSF Organogram / Structure

Please insert a screenshot / image of the PSF's organigram or general structure here or include it as an attachment when sending the Self-Assessment to the Country General Counsel, the CCEO, and GS&R for review and approval.

Key Reference Documents

INTERNAL

- [Code of Business Conduct](#)
- [Code of Business Conduct for Suppliers](#)
- [Human Rights and Social Policy](#)
- [Human Rights Directive](#)
- [Procurement Policy](#)
- [Sustainable Procurement Directive](#) and [Management Standard](#)
- [Security & Resilience Policy](#)
- [SRMS](#)
- [SSI Directive](#)
- [SSI Checklist](#)
- [SSI eLearning on Percipio](#)
- [GLMR Human rights & force abuse SOPs \(7.01 & 7.02\)](#)
- [GLMR Human rights & force abuse fiche](#)
- [Supplier Audit Protocol and Checklist](#)
- [Fiches ITP 1/2/3/4](#)
- [Security Company Contract Award Handbook](#)
- [Third Party Evaluation Scoring Criteria Tool](#)
- [TPDD Guidelines for Screening Security Third Parties](#)
- [Holcim Supplier Audit Checklist](#)
- [Business Environment Risk Level](#) (formerly the Human Rights Related Indices)
- [Template: MoU Self-Assessment](#)

EXTERNAL

- [Voluntary Principles on Security and Human Rights](#)
- [International Code of Conduct for Private Security Service Providers](#)
- [UN Code of Conduct for Law Enforcement Officials](#)
- [UN Basic Principles on the Use of Force and Firearms](#)
- [Toolkit DCAF/ICRC](#)
- Local legal requirements

HANDBOOK GLOSSARY

TERM	MEANING
Active engagement of PSF	<p>When PSF have a relationship with Holcim beyond short-lived interventions following a specific incident (e.g., emergency response or legal investigation). This includes activities like extended deployment on site, provision of support, transport partnerships, etc.</p> <p>Distinguish between PSF being actively engaged/deployed to protect Holcim people and assets and public forces reacting to security incidents on Holcim sites. Having PSF on site means that they can be equipped with lethal weapons-firearms without authorities having informed Holcim or asked for Holcim's consent.</p> <p><u>Active engagement of PSF requires approvals above Country level.</u></p>
Armed NSAs	Meaning a subcategory of NSAs that carry weapons and exert control over an area in competition with or replacing state functions. This includes paramilitary and armed resistance groups.
BRT	Business Resilience Team
CCEO	Country Chief Executive Officer
CGC	Country General Counsel
Community-Security Meetings/Committees	Community-Security Meetings/Committees regularly gather key community and security stakeholders (both governmental and non-governmental) to discuss community security concerns and identify appropriate measures. Countries practising community policing approaches may already have appropriate formal committees.
CSR	Country Security Representative (and not corporate social responsibility)
GGC	Group General Counsel
GIA	Group Internal Audit

GIC	Group Internal Control
GS&R	Group Security and Resilience
HRts	<p>Human Rights, meaning universal and inalienable rights that all people should benefit from, and that allows them to live in dignity, freedom, equality, justice and peace.</p> <p>Human rights are essential to the full development of individuals and communities.</p>
ICoC	International Code of Conduct for Private Security Service Providers
ICoCA	International Code of Conduct Association
Lethal weapon / firearm	<p>Meaning an item that can inflict mortal or great bodily harm.</p> <p>Holcim Group is a lethal weapon / firearm-free environment. Exceptions to this rule are formally managed and controlled through the SRMS with the use of the <i>Lethal Weapons/Firearms Site Waiver Request Form</i>.</p> <p>Nearly everything can be used or deemed as a lethal weapon. For SSI, we only classify weapons used for the security or safety of our people. Items like industrial guns are not relevant; however, don't forget to secure them!</p>
Major sites	Group corporate entities (offices, research centres), cement plants, grinding stations, country head offices and any other sites reckoned as major by the Country CEO.
MoU	<p>Memorandum of Understanding, meaning a type of agreement often used where the parties cannot create a legally enforceable agreement or contract. It is a more formal alternative to a gentlemen's agreement. Many companies and government agencies use MoUs to define their relationship. It establishes common objectives, goals, and expectations; outlines dispute resolution and breach responses; details the duration of agreement, options for modifications, and termination procedures, and provides a framework for future dealings.</p>

NGO	Non-governmental organisation
NSA	Non-state actor, meaning any organisations and individuals that are not affiliated with, directed by, or funded through the government. These include corporations, unions, private financial institutions, and non-governmental organisations (NGOs), as well as paramilitary and armed resistance groups.
PEAR	PEAR is the acronym of Holcim's Security & Resilience priorities responding to an unwanted event. Whatever the event, we must prioritise: 1. People and the communities in which we operate, 2. Environment (i.e. the operational ecosystem, as well as the natural and ecological local environment), 3. Assets (including physical assets and physical information) and operations (including industrial operations and functional operations), 4. Reputation.
PPE	Personal protective equipment
PSF	Public Security Force, meaning any force or agent operating under the direct control of local, state, or national government with the mandate to protect and maintain public security, including law enforcement, intelligence, military, and paramilitary bodies.
PSP	Private Security Provider, meaning any kind of business entity whose activities include the provision of Security Services (i.e. those related to guarding, controlling, securing, and protecting people, property, and information through physical and electronic means). For some types of service, PSPs must be screened with the TPDD Tool from Compliance. Refer to the <i>Guideline Screening Security Third Parties – TPDD</i> .
RGC	Region General Counsel
RHd	Region Head

RoE	Rules of Engagement
Security guard	<p>Meaning a person employed/contracted to protect Holcim's people and assets from harm by acting to minimise any negative impact and/or deterring illegal, malevolent, or inappropriate actions.</p> <p>This person's role falls under the Security & Resilience Function cost centre and their job description requires any of the following:</p> <ul style="list-style-type: none"> • Completing security-related tasks (i.e., those related to guarding, controlling, securing, and protecting people, property, and information through physical and electronic means) beyond greeting and registering visitors • Holding national or local private security licence / registration • Wearing a security guard uniform • Carrying weapons to perform security-related tasks or safety-related tasks (e.g., protection against wildlife).
Security Services	<p>Security Services include PSPs, PSFs, and armed NSAs (with whom we do not engage). Security Services are Third Parties providing services in the field of Security, including their supply chain, such as: Security equipment, Consulting, Guarding (even if not armed), Access Control, Escort / Patrol (including transport of explosives and cash), Executive Protection, Quick Reaction Force, and securing and protecting people, property, and information through physical and electronic means.</p>
SINT	Security Incidents Notification Tool
SOPs	Standard Operating Procedures
SRA	Security Risk Assessment
SSI	Security Services with Integrity
SSI-H	Security Services with Integrity Handbook
SSR	Site Security Representative, meaning the Site Security Manager/Correspondent or the

	Site Manager in the absence of a Site Security Manager/Correspondent.
T&C	Terms and Conditions
TA	Threat Assessment
TOC	Terrorist & Organised Crime
TPDD	Third Party Due Diligence
Unacceptable SSI Risks/Impacts	Meaning those that remain above the manageable risk threshold (i.e., red in the risk matrix) despite mitigation measures.
UoF	Use of force, meaning any verbal command or physical action to gain control of a subject. Different levels of force can be used depending on the situation at hand, ranging from physical presence to verbal commands to non-lethal force to lethal force.
VPSHR	Voluntary Principles on Security and Human Rights