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THE OIL INDUSTRY IN MEXICO, CORPORATE SOCIAL RESPONSIBILITY AND LOCAL DEVELOPMENT. SOCIAL CLAUSES IN THE OIL CONTRACTS. REAL ALTERNATIVE FOR DEVELOPMENT?

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INTRODUCTION

In Mexico, throughout the history of the 20th century and the first decade and a half of the 21st century, issues related to the oil industry have always been discussed with ideological nuances that have hindered an objective understanding of the subject. The very fact that official Mexican history considers the nationalization of oil company assets decreed by Lázaro Cárdenas in 1938 as a founding milestone of the modern State, exemplifies the difficulty of analyzing oil issues in a balanced manner.

This «oil nationalism» has given rise for more than two decades to an intense debate on the pertinence of inviting the private sector to participate in the exploration and extraction of oil both in the deep waters of the Gulf of Mexico and in mature onshore fields, while in all oil producing countries the participation of private companies throughout the industry's productive chain has been the norm. This situation began to change with the beginning of a process of opening the Mexican oil industry to private participation, the direct antecedents of which date back to 2008, when the Mexican government implemented new contract models that alleviated the difficulties of a legal system that significantly limited foreign investment.

Starting in 2012, bids for a new type of contracts called Comprehensive Exploration and Production Contracts created by « Petróleos Mexicanos (Pemex) led to the arrival of new players in the Mexican oil market. Two years later, on August 16, 2014, President Enrique Peña Nieto enacted the so-called Energy Reform, which signified the culmination of the opening process. Through the reform, the types of contracts that individuals may enter into with the State and Pemex were established, these agreements were: a) Shared Utility Contracts, b) Shared Production Contracts and c) Licenses.

These new contracts have important implications for the oil industry and have been analyzed from an economic point of view, from their legal optics or from their technical characteristics. However, the social impacts that the application of the contracts may have have have been left aside, which represents an important omission since one of their specificities is the introduction of specific clauses that oblige the companies winning the bids to carry out social impact studies through which they seek to contribute to local development.

In this regard, it should be noted that the generation of service contracts signed in 2012 established in their clauses that operators must apply at least 1% of their annual budget to promote social development through the establishment of Social Responsibility (SR) plans to be applied during the term of the contracts, a period of 25 to 30 years. These plans must contain concrete proposals for initiatives that contribute to the development of the territories where the oil companies operate. Their successful implementation opens the possibility of local development financed, at least initially, by the oil industry.

This paper addresses the context in which private oil companies have implemented social responsibility actions likely to improve the situation of the localities involved in the oil activity. With this in mind, the first section of the text presents a characterization of oil contracts and briefly introduces the term extractivism as a conceptual framework that contributes to understanding the oil industry. The second section addresses the characteristic features of integral contracts and offers an approach to the relationship between social responsibility and sustainability. The third part analyzes the social implications of oil contracts through the work carried out by a team from the Universidad Autónoma Metropolitana Unidad Iztapalapa who have worked in different oil zones and tries to answer two questions: a) to define if Corporate Social Responsibility can become a real source of financing for local development and b) if the actions of social responsibility applied can be the beginning of the creation of an escape route to extractivism.

AN APPROACH TO THE DIFFERENT OIL CONTRACTS

In an evidently extractivist productive context, that is to say, where there is a type of extraction of natural resources, in large volume or high intensity, and which are essentially oriented to be exported as raw materials without processing, or with minimal processing, in which an export orientation prevails, Mexico was in a situation where the difficulties of its legal system significantly limited foreign investment. In 2008, the Mexican government began to implement new contract models, the first of which was the service contract. Six years later, on August 16, 2014, President Enrique Peña Nieto enacted the so-called Energy Reform which establishes the types of contracts that individuals may enter into with the State and with Pemex, these contracts are: shared utility, shared production and licenses.

In this regard and by way of introduction to the subject, it is appropriate to point out that according to Jenik Radon (2005) there are three options for the different governments to develop their natural resources in general and oil resources in particular: The first option is to create national companies for exploration, development and production. This is the case of Saudi Arabia, Mexico, Venezuela, Iran and Oman. The second possibility is to invite private producers to take charge of the exploitation of natural resources, as is the case in the United States, the United Kingdom, Russia and Canada. The third option is a combination of the two systems as used in Indonesia, Nigeria, Azerbaijan and Kazakhstan. It is clear that the contracts that are established in the oil industry can vary widely in their particular characteristics. However, all of them must establish at least two central issues: the first is how benefits or rents should be divided between governments and participating companies and the second is how costs should be treated. Using the ideas of Radon (2005), it can be said that what complicates the negotiations in these two aspects is the high level of uncertainty caused by the difficulty of obtaining reliable information, since neither governments nor oil companies know with certainty at the time the contract is formed how much it will cost to explore and develop an oil field.

Oil companies seek to protect themselves against possible losses that increase internal investment costs. Contract negotiation requires well-informed negotiation by trained personnel in order to find a reasonable and mutually acceptable balance between the investor and the government of the country where the field is located. Therefore, one of the first decisions of any government should be to select the appropriate type of contract among the four types of contractual arrangements that exist in the oil industry: a) Concessions; b) Production Sharing Agreements; c) Service Contracts; and d) Joint Ventures.

a) Concessions

Concession or license agreements have evolved considerably since their introduction at the beginning of the 20th century when contracts favorable only to Western powers were established in relation to nations rich in natural resources which at that time were their dependencies, colonies or protectorates. The modern form of concessions often grants oil companies exclusive rights to explore, develop, sell and export oil or minerals extracted from a specific area for a specific period of time.

b) Production Sharing Agreements

represent the most common type of contractual arrangement in oil exploration and production. In this type of agreement, the State owner of mineral resources hires a Foreign Oil Company (FOC) as a contractor to provide technical and financial services for exploration and development operations. The State is traditionally represented by the government or one of its agencies, usually a National Oil Company (NOC). The Foreign Oil Company acquires the right to a stipulated share of the oil produced as a reward for the risk taken and services rendered. The State remains the owner of the oil produced while the contractor is only entitled to its share of the production. The government or its oil company usually has the option to participate in the different aspects of the development and exploration process. In addition, Foreign Oil Companies often favor the establishment of a joint committee to oversee operations where both parties are represented. Utility sharing contracts are a variant of the production sharing contract family. What differentiates them is the point at which title to the hydrocarbons passes into private hands. In the case of production sharing contracts, the property title is transferred once extracted, never in the subsoil. Another variant of the shared utility contracts are the risk sharing contracts.

As the name suggests, these are projects where there is a significant risk of not succeeding, although the reward is significant. They are based on the supposed efficiency and «know-how» of one of the partners.

c) Service contracts

Service contracts involve a wide range of contractual formulas, referring generically to those that allow the State to intervene jointly with third parties in various phases of the oil activity. The comprehensive exploration and production contracts created by Petróleos Mexicanos Exploración y Producción (Pemex Pep) fall into this category.

d) Joint ventures (Joint ventures)

There is currently no commonly accepted definition of the concept of Joint Ventures. It can be said that the concept implies that two or more parties wish to carry out a joint venture in which the rules are set according to the evolution of circumstances. Given the very open nature of this type of agreement, it is not widely used as a basic agreement between an oil company and a government.

With regard to oil contracts, another aspect to highlight is the fact that in Mexico there have existed, at different times, several of the types of contracts mentioned in these lines. In that direction, an author such as Antonio Gershenson (2010) points out that concessions were the common way in which foreign oil companies exploited Mexican oil prior to exploitation. This author also mentions that in the past there were risk contracts as payment to the American and English companies that had activities in the country (p.122).

On the other hand, as a colophon to this section, it should be noted that there is no denying a national context in which natural resources have a central importance in the economy, as is the case in Latin American economies, a situation that to a large extent has its origin in the expansion of a type of «extractivism» that includes activities such as mining or oil exploitation, or intensive monocultures. In the last two, a variant has appeared that did not exist until now, the so-called «progressive neoextractivism», which is characterized by maintaining and even deepening mining and oil extraction, either by increasing the classic items or by incorporating new resources, but with the particularity that it is the Latin American governments considered as progressive that promote its expansion.

The State plays a much more active role than in classic extractivism, either through direct participation (for example, through state-owned companies such as the Venezuelan oil company PDVSA) or through indirect means (financial assistance, subsidies, infrastructure support, among others). Neo-extractivism goes beyond the ownership of resources, whether state-owned or not, since it ends up reproducing the structure and operating rules of capitalist productive processes, focused on competitiveness, efficiency, maximization of income and externalization of social and environmental impacts. Transnational entrepreneurship does not disappear, but reappears under other modes of association, such as the migration to service contracts in the oil sector or joint ventures for commercialization. This type of extractivism has strong territorial effects. In some ways, it maintains or accentuates the territorial fragmentation implied by the existence of exploitation sites directly linked to globalization, while extensive areas remain unattended by the State. In other ways, a new geography is imposed based on oil concession blocks or mining licenses that displace local communities, annul other productive circuits or break with ancestrally delimited territories. There are also strong environmental and social impacts. Problems of contamination, loss of biodiversity and other environmental effects persist, and in some cases worsen.

These types of conflicts can be considered socio-environmental and bring into contact the two extremes of the social scale: globalized companies and poor population groups, forces that in a context of relative weakness in the fulfillment of the regulatory role and protection of the «common good» that the State must fulfill, generate extreme forms of social polarization (Pajares, Loret de Mola and Orellana, 2011, p. 109). The conditions of extractivism and neo-extractivism are fulfilled in Mexico in several aspects. In fact, the comprehensive contracts that we will discuss below can be included in this logic. However, it is also possible to argue that these same contracts may contain the seeds of a post-extractivism (Gudynas, 2009), where the primacy of the extraction of non-renewable resources is overcome, a condition that authors such as Azpur, Baca, Viale and Monge (2011) consider indispensable to overcome extractivism as a culture, as a way of relating with nature. This goes far beyond questioning the centrality of mining and hydrocarbon extraction, as it implies a massive change of cultures and behaviors.

Murphy and its co-authors (2022) point to the existence of fourth stages in the evolution of the Mexican petroleum industry. More specifically, in the third stage, they establish that the Mexican state opened its entire petroleum sector to private competition, foreign capital investments, and new public-private partnerships with the 2013–2014 energy reforms. Pemex transformed from a parastatal to a "state productive enterprise," which gave it complete autonomy and empowered it to associate with other oil companies without pre-authorization from the federal government but the federal government retained statutory ownership of all subterranean hydrocarbon resources.

For Murphy, Fry, Hillburn and Garcia-Chiang the reconfiguration of the Mexican Energy sector represents the fall of one of the last statist remnants of Mexico's 20th century development strategies to counter global neoliberal political economic forces. Political pressure to optimize production and revenue, combined with criticism of Pemex's bloated ranks, alleged corruption, and inefficiency, paved the way for contractual models, production zones, and energy sector restructuring that mimicked precedents set in other parts of the world like Norway and Brazil.

With the election of the AMLO

administration in 2018, a fourth stage may be underway for Mexico's oil and natural gas sector. After a third round of bidding that year, the administration instituted a moratorium on future rondas, some of which pertained exclusively to the Burgos Basin. As well, the administration has taken a public stance against hydraulic fracturing, which some see as a necessary production technology for achieving the hoped-for boom in natural gas production in the Burgos Basin. Ultimately, the transformations in the contractual landscape of Mexico's hydrocarbon production instituted by the AMLO administration may only be temporary, but at the time of writing, they do represent a marked change from the 2013-2014 reforms.

INTEGRAL CONTRACTS AND CONTRACT AREAS

On March 1, 2012, Pemex Exploración y Producción launched the first bidding round for service contracts called EP Integral Contracts. The winners of this round were the British company Petrofac Facilities Ltd., which was awarded the Santuario and Magallanes blocks, and the Texan firm Schlumberger, which was awarded the Carrizo block, near the city of Villahermosa. On June 19, 2012, Petróleos Mexicanos announced the result of a second round of bidding for the Integral Contracts for Exploration and Production of mature fields for the northern region of Veracruz in Tamaulipas. The winners were Monclova Pirineos Gas and its subsidiaries Oleorey SA de CV, which won the San Andrés block, and Petrolíferos de Tierra Blanca SA de CV, which won the block of the same name, Tierra Blanca. Petro SPM Integrated Services was awarded the Pánuco block (between Veracruz and Tamaulipas), Petrofac Facilities Ltd. was awarded the Arenque maritime contract area, in front of the cities of Tampico and Madero, and Pico-Cheiron Ltd., of Egyptian origin, was awarded the Altamira block, in Tamaulipas.

On July 11, 2013 a third bidding round was held where three of the six blocks offered by Petróleos Mexicanos in the Chicontepec area -under the concept of integral contracts for the exploration and production of crude oil- were declared deserted due to lack of proposals Amatitlán, Pitepec and Miahuapan, a situation that caused them to be awarded by direct assignment. The three remaining blocks were awarded to the Mexican subsidiaries of the US companies Halliburton (Humapa) and Petrolite (Soledad), and to the Mexican Operadora de Campos DWF (Miquetla). This generation of integral contracts prepared by Pemex address in Clause 19.8 and Annex 18 (in the contractual areas of the first two bidding rounds and Annex 13 in those of the third round) the issues related to the impact of the oil operation on the communities. They also specify that each company that wins the bid must spend 1% of its Annual Operating Expense on social responsibility actions in three main areas: a) Environment, b) Social Development, and c) Economic Development. Likewise, Annex DS (Sustainable Development) establishes the obligations that all contractors must follow in this matter (Pemex Pep, 2012).

According to the documentation published by Pemex, the obligations and the actions derived from them must contribute to obtaining a «social license» to operate, which is understood as the favorable conditions to operate in the communities based on relationships of trust between the community, Pemex Pep and the contractor. It is clarified that under no circumstances is the program complied with through donations or contributions in money (Pemex, 2013). This type of clauses that legally oblige companies to apply policies close to the exercise of corporate social responsibility can be considered a qualitative leap in its application and be part of the attempts to use sustainability and social responsibility in business strategies with the objective that it can be perceived as an instrument that contributes to sustainable development.

This type of contract gives the contractor the freedom to specify the amount to be invested in contributions to the sustainable development of the area where it works, since it does not specify a minimum amount to be considered as an annual budget, leaving the criteria to the operational and prospective needs of the contractor based on the objectives to be achieved during the year in question, which indicates that the 1% mentioned above is totally variable from one year to the next. This situation makes it necessary to create strategies that allow this obligation to become an investment that will result in tangible intangible benefits that have value for the company and that will help to manage the social problems associated with the company's essential activities.

	Figure 1. The contractual areas
Contractual Area	First Round: Región Sur Winner of the bidding
Magallanes	Petrofac Facilities Mngt. Ltd.
Santuario	Petrofac Facilities Mngt. Ltd.
Carrizo	Dowell Schlumberger
Contractual Area	Second Round : Región Norte Winner of the bidding
Altamira	Cheiron Holdings Limited
Pánuco	Petrofac Facilities Mngt. Ltd.
Tierra Blanca	Monclova Pirineos Gas - Alfacit del Norte
San Andrés	Monclova Pirineos Gas - Alfacit del Norte
Arenque	Petrofac México S.A. de C.V.
Contractual Area	Third Round Aceite Terciario del Golfo Winner of the bidding
Amatitlán	GPA Energy S.A. de C.V.
Humapa	Halliburton
Mihuapan	Vitol Energy México S.A. de C.V.
Miquetla	Operadora de Campos DWF
Soledad	Petrolite
Source: Own elaboration	

In a complementary way, it is worth noting that within the positions that analyze social responsibility, the so-called Stakeholder theory holds that companies are responsible for bringing benefits to all stakeholders and not only to their shareholders, employees and consumers (Post, Preston, Sachs, 2002, pp. 19). In this regard, the stakeholder approach is relevant to the debates and critical analysis of how social responsibility policies can address the main problems affecting sustainability in developing countries: environmental degradation, social vulnerability and inequality. This approach has also been applied to analyze environmental and social issues; in particular, the motivations, evolution and consequences of environmental management strategiesIn the context of the relationship between social responsibility and sustainability, it is worth noting that an interesting position to analyze the issue of resource extraction is the one that uses the concepts of strong or weak sustainability. The first position, of strong sustainability, is based on the idea of a constant natural capital, in which it is argued that this natural capital cannot be substituted by an increase in other forms of capital and that a renewal of this natural capital is indispensable. Thus, in the case of non-renewable resources, the extractive sector cannot be seen as sustainable because it depletes the stock of natural resources available for future generations. The second position, that of weak sustainability, supports a substitution of natural capital by an increase in economic and social capital. This allows the extraction of mineral resources to be seen as sustainable since it does not compromise the ability of future generations to meet their needs (Mutti, Yakovleva, Vazquez-Brust, Di Marco, 2012). In this direction, Sanchez (1998) argues that the depletion of mineral resources can be compensated by the generation of new wealth in the form of economic and social capital that can benefit present and future generations. Taking into account the above, it is possible to argue that in Mexico, Petróleos Mexicanos and national and foreign oil companies opt for a weak sustainability posture.

SOCIAL IMPLICATIONS OF THE OIL CONTRACTS. SOCIAL RESPONSIBILITY AND PROPOSALS FOR TERRITORIALIZED ACTIONS

ENERGY REFORM AND THE EVOLUTION OF SOCIAL AND ENVIRONMENTAL ASSESSMENTS

In the search for possible solutions to the lack or low level of legal regulations on environmental matters, and the insufficiency of the Mexican State to diagnose the impacts that the establishment of certain business activity in certain territories can generate, it is worth noting that since the second semester of 2015, the establishment of the Law´s Regulations of the Electric and Oil Industries triggered and evolution of the social and environmental impact assessments performed in Mexico. They became much more complex, and it is important to say: it makes more complete.

About this process, is useful to note that it was Petroleos Mexicanos (Pemex) the State owned, mexican oil company; who introduced in the early 2000 two kinds of new of contracts named

Integrated Petroleum Exploitation Contracts and Financed Public Work Contracts (CIEP and COPF for its Spanish acronyms), which were overseen by the Secretariat of Energy and the National Hydrocarbons Commission (Comisión Nacional de Hidrocarburos, CNH).

These contracts made obligatory the elaboration of a socioeconomic baseline to complement the already mandatory environmental assessments (Pemex, 2012). The socioeconomic baseline has as its main goal to establish social responsibility plans and to create practical social responsibility actions to incentive the social development of the population who live in those oil blocks. Those studies were an important step in the good direction but were not realized according with an specific format and each company was free to apprehended them at its convenience.

This situation changed radically with the establishment of the Regulations mentioned. The most relevant result was the creation of three formats to the Social Impact Evaluation of the Project, they were called A, B, C and D. The first one was principally occupied of the corner shop from oil-bearing public and electric energy generation up to 2,5 MW. The second one was occupied of gas and oil storage and also electric energy generation up to 50 MW.

The third format is the one which occupies about the most complex issues, as maritime superficial exploration; terrestrial seismic superficial exploration,; oil treatment and refining; transportation by duct of hydrocarbon, oil-bearing and petrochemical; the generation of electric energy by solar radiation, hydraulic or eolian central with a capacity among 40 to 60 MW and also about the exploration and extraction of hydrocarbons into the contractual area o assignment area.

Therefore C Format was intended for the construction of new pipelines and the D format is the one which belong to exploration´s contractual areas and hydrocarbons exploitation. To understand this new complexity it is convenient to introduce in a summary way the subsections it contains:

- Project´s General Information

It must be done an executive summary about less than 25 sheets, it ought to contain project´s general information, promoter´s general information and also the same information from the responsible of the Social Impact Evaluation´s; just like the results obtained with emphasize in Mitigation´s and Extension's Positive Impacts Measures; and in Social Management Plan.

- Methodology of Social Impact Evaluation

It must be included into the Social Impact Evaluation a subsection with the description of the employed methodology, specifying methodological aspects related to the Influence Areas, Base Line Raising and Social Impact´s Valuation. Base Line must be supported by quantitative and qualitative methodologies, for the last one, it must be considering focal groups, participatory exercises, semi-structured interviews and/or any other participatory technique.

- Area´s Delimitation of the project´s influence

It must be included into the Social Impact Evaluation a subsection that delimits and describes the area of the project´s influence. Influence´s Area must allow spatial extension of direct and indirect Socials Impacts which results from a project and the logical structure to the limit´s definition of the Social Impact Evaluation. That influence´s area would be integrated by a core area, a direct and an indirect influence area.

- Base Line Study and about interested actors

It must be included into the Social Impact Evaluation a subsection with the results of the Base Line Study which includes the analysis of the collected information, as well as the analysis of the relationship between sociodemographic, socioeconomic and sociocultural items.

- Characterization of People and Indigenous Community

It must be included into the Social Impact Evaluation a subsection that describes people and indigenous community which be located in the project´s influence´s area, using at least the next criterions:

- Identification, characterization, prediction and valuation of Social Impacts

It must be included into the Social Impact Evaluation a subsection with the identification, characterization, prediction and valuation of Social Impacts. Into this, it must be done:

I. An analysis of the interaction from the social impacts with other impacts. To Explain the current reactions between the identified different impacts independently of its nature; Action´s Design and strategies that has as objective to avoid, decrease and make up for the Social Impacts; and III. Action´s

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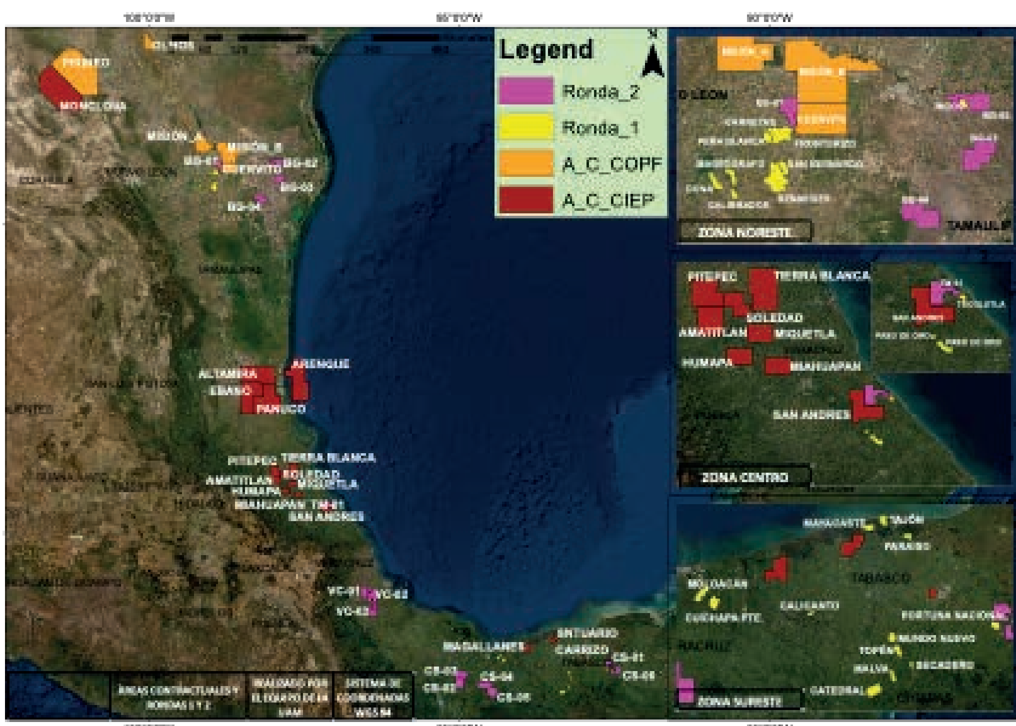
designed and strategies that has as objective to strengthen positive Social Impacts to contribute to the sustainable development of the affected communities.

g) Social Management Plan

It must be included into the Social Impact Evaluation a subsection with the Social Management Plan of the project. The Social Management Plan would be make up, at least:

I. Implementation´s Plan of the Prevention´s and Mitigation´s Measures, and about the Extension Measure´s of Positive Impacts; II. Communication and Connection Plan with Community; III. Social Investment´s Plan; IV. Healthy and Security Plan; V. Dismantling Plan; and V. Monitoring Plan (García Chiang, 2018), .

The oil companies that have won integral contracts have been obliged to establish a territorial diagnosis, formally called Social Impact Study, which allows them to know the economic, political and social situation of the localities located in the area where they carry out their activities with the objective of implementing actions that promote social development and sustainable management of the environment. This circumstance poses an operational problem for these oil extracting companies, which require the participation of experts for the development of these territorial diagnoses and even for the elaboration of concrete social responsibility proposals. In this context, a team of researchers from the Universidad Autónoma Metropolitana Unidad Iztapalapa, has developed from September 2012 to January 2023 15 technical assistance projects for the oil industry (See Map 1), through which a methodology has been designed to generate a precise territorial analysis that contains a series of operational elements that can be implemented and transferred to both Pemex and the oil companies.



Map 1. Oil blocks from the different types of contracts.

Source: Own elaboration

PROPOSALS FOR TERRITORIALIZED SOCIAL RESPONSIBILITY ACTIONS

The methodology generated has the capacity to be implemented in other oil areas of the country, as well as its operative instruments, which will allow oil companies and even other public agents to implement, through the idea of social responsibility, proposals that improve the quality of life of the communities in the territories where oil is exploited. In its initial phase, its theoretical basis was the use of the territorialized actor concept, which represents - from a personal perspective - an appropriate link between geography and social sciences. Its use makes it possible to better decipher and interpret the territory to the extent that the object territory is constructed by the «actors», who are intrinsically part of it (Gumuchian, Grasset, Lajarge, and Roux, 003, p. 169).

The methodological proposal has a quantitative phase in which a baseline and its complements are included; and a qualitative phase in which interviews and surveys were conducted. There are five stages: 1) creation of a social baseline based on indicators of demographics, economy, education, health, migration, religion, housing, availability of goods, among others; 2) Analysis of the socio-spatial impact of oil activity, creating a geographic information system 3) Conduction of Socio-Economic Survey to identify the social and economic factors that determine the needs, shortages and/or demands of the communities located in the oil areas; 4) Development of structured and semi-structured interviews with «key» social and institutional actors in the study regions; 5) Proposal of a series of social responsibility actions derived from the above steps (Garcia-Chiang, 2012, 2014, Garcia- Chiang and Hernandez, 2015).

The social responsibility proposals resulting from the territorial diagnosis are classified into three levels depending on their impact on the community. As background, it is worth noting that Bestratén and Pujol (2003) establish a typification based on the responsibilities of the company and establish three stages. In the first stage, the key stakeholders, which are the workers and the community, must be taken into consideration. The second stage is based on two levels, the first within the company and the second outside it, defining primary, secondary and tertiary responsibilities. Primary responsibilities are inherent to the specific activity of the company, while secondary responsibilities consist of improving the effects resulting from that same specific activity on the social groups interdependent with the company, beyond the minimum always required; tertiary responsibilities are those that extend to actions of the company aimed at improving certain aspects of its social environment beyond its specific activity.

To reach the tertiary actions, which incorporate actions in the community that are not directly related to the company's activity, it is necessary to comply with the primary and secondary actions. They argue that the company must first be well within itself in order to be able to do something for the community in which it is inserted. Since primary actions are limited to the internal environment of the company, they exclude the realization of projects with the community. In the case of secondary and tertiary actions, the community can already be incorporated. In the secondary actions that still have to do directly with the activity developed by the company, these can be for example: «to facilitate employment and economic activity in the local or regional community, to provide advice and assistance to the community in matters that it needs and the company has knowledge and means, to collaborate in the training of vocational training and university students», among others. As for tertiary actions, examples of these would be: «to contribute subsidiarily to the improvement of the socio-cultural environment, to collaborate in different ways with professional and business training centers in their environment, to sponsor or offer patronage of artistic and cultural activities, to charitably help needy groups» (Bestratén and Pujol, 2003), among others.

Taking the above as a reference, we can infer that a differentiation between social responsibility actions is due to the need for companies to carry out a correct strategic planning of their activities, aimed at meeting organizational objectives. In this way, a link is established between planning and social responsibility, the latter no longer being a merely philanthropic action, but becoming an area linked to the strategic objectives of any organization, which must be related to a process of local development.

In this context, one aspect of local development that can be implemented in the context of the application of social responsibility actions is centered on the concept of local initiative. In it, the notion of development is strongly oriented to mobilize the human potential existing in oil localities by multiplying local actions in areas such as the experimentation of new energy sources, the renewal of traditional activities, new procedures for the exploitation of raw materials, the introduction of new technologies, the opening of new commercial channels and the revitalization of small businesses (Garcia Chiang, 2011). Continuing with issues concerning local development, but now with regard to its financing, one aspect to consider is to overcome the stigmatized view of the contributions of foreign direct investment to local development and the participation of multinational companies as agents of local development (García Chiang, 2011). Continuing with issues concerning local development, but now with regard to its financing, one aspect to consider is overcoming the stigmatized view of the contributions of foreign direct investment to local development and the participation of multinational companies as important agents of change.

Considering the link that must be established between social responsibility actions and local development, it should be noted that the experience acquired through technical assistance projects has allowed establishing a different classification of social responsibility actions, which must be integrated into planning and focused on meeting a series of goals according to the level established. It should also be noted that although the main idea is to seek an integral benefit derived from social responsibility actions, it is also important to comply with the organization's requirements, which, given the context of the oil industry, are largely image-related. Based on the above, three levels of actions are proposed, focused on facilitating operational continuity in the communities where the company works:

Level I: Concrete actions of attention to the community, which are generally short term and are directed to a focused part of the population. Among them, the repair of schools stands out because it is an initiative of immediate visible effect for the entire population of the locality. This level can be cyclical, is the type of activities that are commonly related to social responsibility and should also be used to identify the existing social capital in the company's area of influence.

Objective 1: The first objective to be met at this level is to establish a relationship between the company and the communities. The aim is to have an immediate impact on the basic needs of the population by establishing a first

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contact with the community, avoiding actions that could produce a bad initial image.

Level II: Social support actions that affect a broad spectrum of the inhabitants of the contract areas, which may be short, medium or even long term. At this level, the densification of social capital should be sought.

Objective 2: The second goal should be to seek integration with the community. At this point, the evolution of actions should be towards the extension of benefits to the population in general, with actions in areas such as medical services, the creation and/or remodeling of public spaces and family recreation, or ecological sanitation. The execution of civil works is important, although their execution times as well as their environmental and social impacts may cause some discomfort in the communities, a situation that may be even more difficult if there is no prior history of the company's actions. Therefore, this level of actions is located in the medium and long term. Small-scale productive projects such as school gardens or training workshops can also be included.

Level III: Actions that seek to influence local development in the area where the company's activities are located. They are located in the medium and long term. These may be medium to large-scale productive projects or the coordination of small or medium-scale productive activities, research projects that solve a specific problem in the company's area of influence, land-use planning proposals, among others.

Objective 3: This level seeks to consolidate the relationship between the communities and the company, in a situation where it is likely that the company has increased its operations and made them more intensive. This level must consolidate the company as a generator of sustainable development, for which it must cover 3 basic axes that correspond to those determined by Pemex: a) Environment, b) Social Development and c) Economic Development. In this sense, it can be noted that the objective of this level is to create possible solutions to complex and/or deep-rooted problems in the communities, either through the promotion of self-employment, support to sectors in vulnerable situations (gender or disability), or through cooperation agreements between universities and/or non-governmental organizations.

BY WAY OF CONCLUSION

The characteristics of «progressive neo-extractivism» described above allow us to inscribe the oil contracts developed in Mexico since 2008 in this dynamic. However, it is possible to argue that there are alternatives to this situation, among which the proposal established in this work can be placed, to carry out concrete actions of social responsibility that objectively translate into a local development of the territories where oil is exploited. To achieve this, two indispensable conditions must be met. The first is a territorialization of these proposals, and the second is the creation of different types of social responsibility actions. These conditions are inscribed in a context of weak sustainability where there is a substitution of natural capital by an increase in economic and social capital, which could allow the extraction of mineral resources to be seen as sustainable by not compromising the ability of future generations to meet their needs.

From a personal point of view, it is possible to argue that social responsibility is a possible source of financing for local development and in that sense, an escape route from extractivism by promoting projects that are not necessarily linked to oil activity. As far as companies are concerned, the creation of symbiotic relationships with communities and local governments, and the contribution to the social development of their environment represent elements that can allow the construction of a more stable environment for their operations, through which operational continuity is facilitated and their permanence is guaranteed. This necessarily implies a vision of social responsibility that departs from philanthropy and donations, since this type of actions only bring transitory benefits, and can be detrimental, in the long term, to social stability and the management of local expectations. Furthermore, the risk of cosmetic instrumentalization is great, with the result that the companies that practice it may fall into disrepute. It can be said that social responsibility is going through a transitional stage in which theory and practice should develop symmetrically. The existence of tools and systems of application, which is essential if it is not to be reduced to a mere aesthetic discourse, must be accompanied by the preservation of its ethical foundations.

At present, the integral contracts presented in this paper passed the 2-year trial period imposed on them by Pemex and have generally tried, unsuccessfully, to evolve towards licensing contracts. Therefore, most of the social responsibility actions responded to the need to be immediately present in the localities, so Level I actions were privileged, which, it must be accepted that they have little impact on the development of the localities. At the end of the trial period, almost all the companies, in agreement with Pemex, decided to continue for the entire duration of the contract. This period, which ranges from 25 to 30 years, could be the opportunity to prove that social responsibility can be a source of financing for development. In this context, the responsibility actions to be undertaken must be more ambitious, and should stop favoring the short term and promote projects and programs that can really contribute to local development. To this end, level II actions should seek to densify social capital, which should have been identified during the territorial diagnosis. Level III actions must be able to have an impact on local development in the area where the company's activities are located. Medium to large-scale productive projects, coordination of small or medium-scale productive activities, or research projects must solve concrete problems in the areas of influence of the companies. Throughout the three levels of social responsibility actions, the idea that the responsibility for local development lies only with endogenous actors must be overcome, and the possibility of multinational companies or direct foreign capital participating in the process must be admitted. In this sense, the implementation of II and III level actions will find all their relevance as transversal actions that are susceptible to detonate a local development in the oil communities.

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