



**Integrity**

**Ethics &**

**Respect**

**Compliance**

**Manual**

**Honesty**

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# Overview of the Shell Ethics and Compliance Manual

## Introduction to the Manual

This Shell Ethics and Compliance Manual sets out Shell's commitment to Ethics and Compliance (E&C), and defines requirements for Businesses and Functions to comply with laws on Anti-Bribery and Corruption/Anti-Money Laundering (ABC/AML), Preventing the Facilitation of Tax Evasion, Antitrust, Data Privacy (DP) and Trade Compliance.

This Manual builds on the [Shell General Business Principles \(SGBP\)](#) and the [Shell Code of Conduct](#) that set out Shell's commitment to compliance with all applicable laws and regulations of the countries in which Shell operates. The requirements specified in this Manual are in addition to those stated in the [Code of Conduct](#).

Compliance is ultimately the accountability of Business and Function Heads who must ensure that individuals understand their responsibility to comply with the requirements of this Manual. Business and Function Heads must ensure, for their area of responsibility, that applicable laws are identified, associated risks assessed, and the relevant requirements of this Manual are met, including the implementation and monitoring of [Ethics and Compliance programme key controls](#).

Staff must comply with this Manual and seek advice from an [Ethics and Compliance Officer](#) if uncertain how to meet the Manual requirements. Failure by Staff to act in accordance with this Manual may result in disciplinary action, up to and including dismissal or contract termination.

Compliance with this Manual is mandatory for all [Shell companies](#) and all [Shell Operated Ventures \(SOV\)](#).

Suppliers and contractors who are agents of, or working on behalf of, or in the name of a [Shell company](#) (through outsourcing of services, processes or any business activity), are required to act consistently with this Manual when acting on our behalf.

For [Non-Shell operated ventures \(NOVs\)](#), the [Business Opportunity Manager \(BOM\)](#) (for new [NOVs](#)) or the [Shell Shareholder Representative \(SSR\)](#) (for existing [NOVs](#)) must formally request and seek to influence the adoption and maintain appropriate [Ethics and Compliance Standards Acceptable to Shell \(SATS\)](#), in accordance with the [NOV's Ethics and Compliance risk profile](#).

The Shell plc Legal Director is the owner of this Manual.

Only the Chief Ethics and Compliance Officer (CECO) has the authority to make exceptions to the mandatory requirements, and requests for exceptions and their approvals or refusals must be retained as a [record](#) by the Business or Function.

Terms in [blue font](#) are listed in the [Definitions](#) section.

## Disclaimer

The companies in which Shell plc directly and indirectly owns investments are separate entities. In this Manual, "Shell", "Group" and "Shell Group" are sometimes used for convenience where references are made to [Shell companies](#) in general. Likewise, the words "we", "us" and "our" are also used to refer to [Shell companies](#) in general or to those who work for them. These expressions are also used where no useful purpose is served by identifying the particular company or companies.

In the event of conflicts between any translated version and the English language version of this Manual, the English language version shall prevail. The authoritative version of this Manual is available on the Shell Ethics and Compliance [website](#) and is classified as unrestricted.

Questions on this Manual must be directed to the relevant [Ethics and Compliance Officer](#) or the relevant [Group Subject Matter Expert \(SME\)](#).

# General Requirements

## 1. Carrying out a risk assessment and implementing controls

Antitrust, ABC/AML/Facilitation of Tax Evasion, Data Privacy and Trade Compliance risk exposure must be assessed, jointly with the relevant Ethics and Compliance Officer and supported by the relevant Ethics and Compliance SME. A risk-based set of controls and risk responses must be in place in each Business or Function to mitigate the risks identified, and control effectiveness must be assessed and monitored.

Businesses and Functions must:

- undertake an [Integrated Risk Review](#) every two years, or when there is a significant change in business conditions, and agree required actions with the appropriate leadership (assurance committee, leadership team) and relevant [Ethics and Compliance SME](#);
- implement and operate a risk based set of controls and risk responses to address the risks identified;
- monitor both design and operating effectiveness of each control according to the timeframe specified in its control description;
- use the [Integrated Risk Review](#) output to support assurance committee briefings; and
- retain the [Integrated Risk Review](#) output as a [record](#).

# General Requirements

## 2. Training

Staff must complete appropriate Shell Ethics and Compliance Training.

The Ethics and Compliance training programme uses a risk based approach. The type of Ethics and Compliance training that Staff must take will depend on the level of risk associated with their role: "at risk" or "at higher risk". Businesses and Functions are accountable for Staff training nominations.

**Businesses and Functions must:**

- identify those roles determined to be "at risk" or "at higher risk" and nominate Staff for training;
- ensure that Staff who have been nominated for Ethics and Compliance training complete the training by the due date; and
- take appropriate action with Staff who have not completed the required Ethics and Compliance training, including consequence management.

Details on courses available and the nomination process can be found on the [Group Ethics and Compliance training site](#).

# General Requirements

## 3. Reporting concerns and responding to incidents

Staff must report any suspicion or allegation of non-compliance with the mandatory requirements in this Shell Ethics and Compliance Manual, the Shell Code of Conduct or the Shell General Business Principles, including non-compliance by a third party where this could affect Shell. Shell will not tolerate any form of retaliation directed against anyone who raises a concern in good faith. Staff must not perform their own investigations into Code of Conduct incidents. Staff must not make external disclosures regarding incidents.

Reports related to the Code of Conduct and the Shell General Business Principles should be made to the [Global Helpline](#), or can be made to Human Resources (HR), Shell Legal, an Ethics and Compliance Officer or directly to the Business Integrity Department. Reports of antitrust concerns should also be made orally to [Antitrust Legal Counsel](#). Staff must follow the [Protect Shell policy](#) for misconduct in antitrust matters.

Reports of Data Privacy incidents (and other information security incidents) should be made to the Information Risk Management Incident Management (IRIM) portal or if that is not possible to the [Global Helpline](#), as described in the [Data Privacy Incident Handling Process](#).

Code of conduct investigations must only be performed by the [Business Integrity Department \(BID\)](#) and HR.

Where it is a legal requirement to report a breach, Shell's failure to do so could result in criminal liability for both the individual and Shell.

### Businesses and Functions must:

- ensure that line managers maintain a culture in which Staff feel confident to speak up if they know or suspect a violation;
- ensure Staff do not notify the subject of any suspicion or allegation of non-compliance with AML requirements;
- ensure Staff do not perform their own investigations, as this may prejudice an investigation and could itself be a violation of laws;
- ensure Staff follow the [Code of Conduct Incident Management Procedure](#) and comply with the RDS Investigation Principles ; and
- route all proposed external disclosures to regulators via the relevant [Ethics and Compliance SME](#) or, for DP, the [Group Data Privacy SME](#).

# General Requirements

## 4. Ethics and Compliance due diligence

Ethics and Compliance due diligence is the process to ensure there is an understanding of who Shell is doing business with. When dealing with third parties, the correct level of due diligence must be understood and conducted to make sure Shell's standards of ethical behaviour are maintained.

Ethics and Compliance due diligence does not replace the need for conducting broader, more comprehensive assessments where required or deemed appropriate (e.g., HSSE, financial, legal, operational, and commercial assessments).

The level of Ethics and Compliance Due Diligence required varies, therefore, it is important to understand the rules which apply in each circumstance and conduct the right Ethics and Compliance Due Diligence. Some specific circumstances of when Ethics and Compliance Due Diligence must be conducted are:

- when contracting;
- when engaged in new business development (including acquisition or divestment of an interest or setting up a new joint venture (JV));
- before funding of [social investments \(SI\)](#), [donations](#) and [sponsorships](#) (refer to [Funding social investment, donations and sponsorships](#) requirement); and
- to confirm [trade associations](#) are appropriate for Staff memberships (refer to [Antitrust and trade associations](#) requirement).

### Businesses and Functions must ensure that:

- Staff who interact with third parties are aware of the relevant red flags and if they are identified, the red flags are reported to an Ethics and Compliance Officer. Red flags can be identified at the commencement of the relationship with the third party or at any point during the life of the relationship;
- all third parties have been screened for Trade Compliance against lists of denied or restricted parties published by relevant government authorities;
- all third parties have had the correct, risk based, screening for ABC, AML and Preventing the Facilitation of Tax evasion;
- the third parties' information and approvals for ABC, AML compliance are obtained prior to contracting;
- Ethics and Compliance due diligence documentation is retained as a record; and
- Ethics and Compliance due diligence steps in the E&C Rule – Ethics and Compliance due diligence are followed.

# General Requirements

## 5. Contract clauses

Contracts with third parties must contain Ethics and Compliance contract clauses relevant to the business activity governed by the contract.

- **ABC/AML requirements:** Standard clauses are incorporated in contracts with [third parties](#). These are found in the [Ethics and Compliance website](#).
- **Antitrust requirements:** Clauses for safeguarding Shell and third party CSI are incorporated in all contracts when [third parties](#) have access to Shell CSI (or Shell has access to [third party CSI](#)). [Antitrust Legal Counsel](#) must be consulted in relation to suitable contract clauses/antitrust completion conditions in all [deals](#), to ensure that all appropriate antitrust merger control clearances are obtained before the [deal](#) completes.
- **Data Privacy requirements:** Standard data processing/[Data Controller](#) agreements or clauses are incorporated in all contracts with [third parties](#) where personal data will be exchanged with, transferred to, or collected by [third parties](#). These are found in the [Model Contracts Library](#), [Sales & Licensing Contract Standards](#), [Models and Guidance website](#) and on the [Ethics and Compliance website](#).
- **Trade Compliance requirements:** Standard clauses are incorporated in contracts with [third parties](#). These are found in the [Ethics and Compliance website](#).
- Any exceptions to these contract clauses need to be approved by the relevant [Ethics and Compliance SME](#).

# General Requirements

## 6. Preparing deals

Deals must comply with Antitrust, ABC/AML, DP, and Trade Compliance laws.

Almost all Shell [deals](#) will trigger mandatory antitrust approval requirements from many governments around the world. Most antitrust agency approval requirements are "suspensory", meaning the [deal](#) cannot be implemented pending receipt of all applicable antitrust approvals.

Antitrust considerations are relevant at every stage of a [deal](#), from preparing the necessary antitrust filings and obtaining the necessary antitrust agency clearances, preparing internal documents, and external statements about the [deal](#), to the sharing of [CSI](#) with prospective [third parties](#).

Most countries prohibit [gun jumping](#) – meaning the implementation of (or partial implementation of) a [deal](#) without first having obtained the necessary merger control antitrust clearance(s).

Shell may be held liable for previous ABC, AML or Antitrust violations relating to assets, licenses and businesses or interests it is acquiring, merging with, joint venturing with, or divesting.

**Businesses and Functions must:**

- follow the [E&C Rule – Ethics and Compliance due diligence](#) before a [Shell company](#) enters into a binding commercial contract (e.g., sale and purchase agreement, production sharing contract, JV agreement) and must contact an [Ethics and Compliance Officer](#) for advice;
- obtain and follow advice from [Antitrust Legal Counsel](#) at the start of a [deal](#) and follow it at every stage throughout the [deal's](#) progress, including:
  - i) the need for antitrust authority approvals;
  - ii) internal document creation and internal communications;
  - iii) information exchanges;
  - iv) the proposed use of [clean teams](#) for information exchange purposes;
  - v) external communications about (or impacting on) the [deal](#); and
  - vi) proposed transition or implementation steps;
- follow the [E&C Antitrust Rule – Acquisitions and Divestments and Joint Venture Opportunities](#);
- execute and [record](#) appropriate confidentiality agreements;
- ensure DP risks have been identified at each stage of the [deal](#) and appropriate DP agreements executed when sharing or exchanging [personal data](#). Refer to the [DP guidance for Acquisitions and Divestments](#) document;
- address residual obligations or license conditions that apply to [items](#) being disposed of or re-sold as they generally remain subject to the same Trade Compliance laws and sanctions that applied at the time of their original supply;

# General Requirements

- follow the **E&C Trade Compliance Rule - Mergers, acquisitions and divestments**
- formally request and seek to influence the adoption of the **NOV E&C Standards Acceptable to Shell (SATS)**. The **Business Opportunity Manager (BOM)** must contact the relevant **Ethics and Compliance Officer** and follow the SATS escalation process if this cannot be achieved before the **deal** is approved; and
- ensure that Staff comply with the **Protect Shell Policy**.

# General Requirements

## 7. Recruiting

During the early stages of recruiting, it must be determined whether a candidate is a Government Official (GO), former GO, related to a GO, or from a direct competitor to minimise risk and protect Shell's reputation.

Recruiting a GO, former GO, or relative of a GO could be viewed as a favour or advantage, potentially constituting bribery, and/or may create a perceived or actual conflict of interest (COI). Recruiting from direct competitors can create significant antitrust issues as it may facilitate the inappropriate exchange of CSI.

### Businesses and Functions must:

- ensure the recruiter informs the hiring manager if a candidate has been confirmed as a GO, former GO, or related to a GO. The hiring manager must seek advice from an Ethics and Compliance Officer;
- instruct any successful applicant who has a COI to make a declaration in the Code of Conduct Register on commencing employment;
- follow the HR onboarding process (embedded in HR Online) applicable to recruitment from a direct competitor; and
- follow the E&C ABC/AML Rule – Conflicts of Interest: Assessing Conflicts of interest for Government Official Candidates.

# General Requirements

## 8. Transfer of individuals to or from third parties (including secondments)

Before arranging any proposed transfer of individuals between Shell and a third party (or where Shell assists in the transfer of individuals between third parties), any potential ethics and compliance risks associated with the proposed transfer must be identified and appropriate controls must be implemented to mitigate any risks identified and comply with applicable laws.

Transfer of individuals to or from [third parties](#) (especially [third parties](#) who are direct [competitors](#)), can potentially give rise to significant antitrust issues as this may facilitate the inappropriate exchange of [CSI](#).

Where the transfer involves a government entity or an individual who is a [GO](#), former [GO](#), or immediate family member or [close known associate](#) of a [GO](#), this could be viewed as an inappropriate favour or advantage, and/or may create a perceived or actual [COI](#).

Potential trade control risks can arise where an individual has a connection to a [Generally Embargoed Country \(GEC\)](#) or [Highly Restricted Country \(HRC\)](#). Appropriate controls must be implemented to limit access to Shell's confidential information and [intellectual property](#) and individual's [personal data](#).

### Businesses and Functions must ensure that:

- all transfers of individuals between Shell and [third parties](#) follow the approval process set out in the [E&C Rule - Transfer of Individuals between Shell and Third Parties](#) and ensure that all required conditions are met and controls implemented prior to a transfer commencing (unless otherwise provided in the Rules) to mitigate associated compliance risks;
- if the individual is a [GO](#), former [GO](#) or immediate family member or [close known associate](#) of a [GO](#), or where the [third party](#) is a government entity or an organisation which is controlled by a government entity, prior approval must be obtained from the relevant [Ethics and Compliance SME](#);
- if the transfer involves or has a connection to a [GEC](#) or [HRC](#), prior approval must be obtained from the relevant [Ethics and Compliance SME](#);
- appropriate Shell IT controls must be implemented prior to a transfer commencing;
- additional Ethics and Compliance training based on the nature of the proposed transfer must be completed within the required timeframe set out in the Rules; and
- before a transfer commences, an agreement between Shell and the [third party](#) documenting the terms and conditions relating to the transfer must be entered into and a Non-Disclosure Agreement must be executed (unless otherwise provided in the Rules).

## ABC/AML/Tax Evasion

This chapter of the Manual instructs Shell Businesses and Functions how to implement Group requirements relating to compliance with Anti-Bribery and Corruption laws, Anti- Money Laundering laws, and Preventing the Facilitation of Tax Evasion.

Bribery and corruption, money laundering, and facilitation of tax evasion are three different but related Ethics and Compliance subjects. Individually, they are subject to different laws and regulations but share many common risk areas which need to be managed consistently. This chapter describes the requirements to address all these risk areas.

Shell is subject to national and international laws prohibiting bribery and corruption and money laundering. As Shell plc is a UK company and its securities are traded in the USA and UK, Staff, Shell companies, and Shell-controlled or Shell-operated joint ventures and their associated parties must comply with the US Foreign Corrupt Practices Act and the UK Bribery Act 2010, which have international effect, as well as all applicable anti-bribery and corruption (ABC) and anti-money laundering (AML) legislation in the countries where Shell operates.

Bribery occurs when a payment, gift, favour or advantage is offered, made, sought or accepted to influence a business outcome. Serious penalties, including prison sentences, may be imposed upon those guilty of bribery. Bribery and corruption may involve [government officials \(GO\)](#), companies or private individuals, and may occur directly or indirectly through [third parties](#) (including joint ventures or their participants). Shell prohibits all bribes, including [facilitation payments](#).

Money laundering is a term used to describe the process of hiding the criminal origins of money or property which are the proceeds of crime within legitimate business activities. It also describes the use of money of a legitimate origin that supports terrorism. Money laundering could be a consequence of almost any profit-generating crime.

Tax evasion is an illegal practice where a person or entity evades paying their true tax liability, Shell can be subject to criminal liability where it fails to prevent its [employees](#), or others working on its behalf, from facilitating tax evasion by others.

# ABC/AML/Tax Evasion

## 1. ABC/AML requirements for non-Shell operated ventures (NOVs)

The Shell Shareholder Representative (SSR) must formally request and seek to influence the adoption and maintenance of applicable ABC/AML compliance programme Standards Acceptable to Shell (SATS).

For NOVs, the SSR must also take the following minimum steps:

- formally ask the NOV board (or equivalent) to:
  - i) submit a performance report on the NOV's ABC and AML programme to the NOV board or management committee annually; and
  - ii) ensure such requests and any responses are minuted and retained as a record; and
- formally record Shell's objection to any proposal to pay per diems to any GO or to pay for gifts and hospitality (G&H) for any immediate family member of any GO and ensure that such objection is retained as a record by the joint venture (JV) or its operator; and
- follow the E&C ABC/AML Rule - ABC/AML Rules for SSRs working with NOVs.

The SSR (or any other Shell Staff working for, or seconded to) of a NOV must immediately notify Shell Legal or an Ethics and Compliance Officer (ECO) if they become aware of a bribe or a request for a bribe being made by or to any employee of the NOV, or of a bribery-related allegation or investigation involving the NOV. The SSR must also attest to an ECO, via the annual attestation process, if they consider that bribes have been paid by or to any employee of the NOV.

Shell Legal must be consulted immediately in cases where NOV board members believe/consider that such notification may render them in breach of their fiduciary duties towards a NOV company.

Also refer to Contract Clauses, Preparing Deals, and Managing competitively sensitive information (CSI) in relation to joint ventures (JVs) requirements.

# ABC/AML/Tax Evasion

## 2. Offering or receiving gifts and hospitality (G&H)

Gifts and Hospitality (G&H) that appear to improperly influence business decisions, create a conflict of interest (COI) or are on the prohibited list must not be offered or accepted. All G&H must be reasonable and proportionate, and when their value exceeds certain levels, they must be entered in the Code of Conduct Register.

Shell discourages Staff from accepting G&H from a [business partner](#). However, Shell recognises that the occasional acceptance or offer of modest G&H may be a legitimate contribution to good business relationships.

### Businesses and Functions must ensure Staff:

- do not offer or accept G&H on the [prohibited list](#);
- [record](#) in the [Code of Conduct Register](#) and obtain line manager approval before offering or receiving G&H:
  - i) to or from any third party valued at \$150 or greater; or
  - ii) to or from a private individual valued at \$150 or greater; or
  - iii) to a GO valued at \$20 or greater; or
  - iv) that could be perceived as influencing or creating an actual, potential or perceived COI, including prizes over \$150 in value from external competitions or lotteries if in some way related to your role or to Shell;
- obtain ABC/AML SME support and their [EC-2 Manager's](#) approval before offering G&H to a GO worth \$500 or greater and enter the G&H in the [Code of Conduct Register](#);
- follow the [E&C ABC/AML Rule – Gifts and Hospitality \(excluding Formula 1\)](#); and
- follow the [E&C ABC/AML Rule – Gifts and Hospitality for Formula 1](#) when giving invitations to Formula 1 events.

# ABC/AML/Tax Evasion

## 3. Avoiding conflicts of interest (COI)

Conflicts of interest (COIs) must be avoided. Where an actual, perceived or potential COI occurs, to enable transparency, the COI must be recorded in the Code of Conduct Register for line management approval.

COIs happen in situations where two or more competing interests conflict and impair an individual's ability to make objective decisions. A COI arises when personal interests interfere with Shell's interests. COIs can be an Ethics and Compliance concern even if they do not result in unethical or illegal acts. Failure to provide transparency about any actual, perceived, or potential COI may expose Shell and Staff to risk. A COI that has been fully disclosed to Shell may be acceptable, assuming appropriate mitigations have been approved by line management and implemented.

**Businesses and Functions must ensure that:**

- Staff declare any actual, perceived or potential COI in the [Code of Conduct Register](#) and update upon a change of circumstances;
- line managers assess each COI entry and determine whether any mitigating action is required;
- line managers escalate any concerns about a COI entry to an ECO for advice;
- line managers acknowledge each COI in a timely manner, and record any mitigating actions in the [Code of Conduct Register](#); and
- Staff follow the [E&C ABC/AML Rule – Conflicts of Interest](#).

# ABC/AML/Tax Evasion

## 4. Facilitation payments

Facilitation payments are bribes and must not be made. A facilitation payment is not permitted by Shell and is illegal under the UK Bribery Act and other applicable legislation.

A [facilitation payment](#) is a minor payment to induce a (usually low-ranking) [GO](#) to expedite or secure performance of a routine duty which that person is already obliged to perform, and where such payment would exceed what is properly due.

Where a [facilitation payment](#) **has been requested**:

- the relevant [Ethics and Compliance Officer](#) or [Shell Legal](#) must be immediately informed of the request and actions taken; or
- the incident must be immediately reported to the [Global Helpline](#).

Where a [facilitation payment](#) **has been made**, it must, in addition to the points above, be accurately recorded in expense reports.

Where a payment **has been made** because of a genuine belief that life, limb or liberty is at risk, this is not a [facilitation payment](#) but must be reported and recorded as if it were.

Also refer to Facilitation guidance.

# ABC/AML/Tax Evasion

## 5. Funding social investment, donations and sponsorships

Funding of social investments (SI), donations and sponsorships must never improperly influence a business outcome and must always be contributed to a legitimate organisation and not to any individual.

SI, donations and sponsorships carry certain bribery and corruption risks, particularly in relation to the interaction with third parties. These risks must be identified through required due diligence and mitigated when considering requests from third parties.

**Before offering or committing any funds, Businesses and Functions must:**

- Ensure that the proposed recipient is a legitimate organisation and not an individual.
- Identify whether a government official (GO) is involved or connected with the proposed recipient to prevent this being perceived as a bribe
- Follow Ethics and Compliance due diligence steps in the [E&C Rule - Ethics and Compliance Due Diligence](#)
- Ensure [ABC clauses](#) are included where a contract is in place or [SI Undertakings](#) are accepted by the counterparty by e-mail where there is no contract.

All screening documents must be retained as a record, including any evidence that a GO is involved.

If the requests for funds are for SI, you must work with a [Social Investment Focal Point](#) to ensure the relevant SI requirements in the Social Performance Handbook are followed.

Click [here](#) for a list of Social Investment Focal Points

Click [here](#) for the Social Performance Handbook

If you have a category of GO that you think should be exempt, please contact ABC/AML Legal Counsel to discuss; they will confirm if the category can be exempt.

# ABC/AML/Tax Evasion

## 6. Following the rules on political payments

Political payments or “in-kind contributions” must never be made by or on behalf of Shell companies or by trade associations with Shell funds. Shell companies must not take part in party politics.

Businesses and Functions must:

- follow the [E&C Rule – Ethics and Compliance due diligence](#):
  - i) to request trade associations to confirm that the trade association is conducted in accordance with antitrust laws; and
  - ii) to confirm that Shell funds or resources are not used for payments to political parties, political organisations or their representatives either directly or indirectly. If this requirement is not met, the Group Political Payments SME must be contacted before proceeding with the membership.
- contact the [Group Political Payments SME](#) if a request for a [political payment](#) is made by a [trade association](#), governments, political parties, organisations or their representatives.

# Antitrust

This chapter of the Manual instructs Shell Businesses and Functions how to implement Group requirements relating to compliance with antitrust laws.

The purpose of antitrust laws is to promote and safeguard competition and to deter and punish anti-competitive behaviour. Antitrust laws combat illegal practices such as price fixing, market sharing, bid rigging conspiracies, collective [boycotts](#), production limitation agreements and prohibited behaviours that aim to achieve or maintain significant market power. Improper [communications with competitors](#) may result in allegations of anticompetitive behaviour, exposing Shell to reputational damage and the risk of severe sanctions and litigation, and its Staff to individual penalties.

A common understanding between [competitors](#) on how to behave in the market is usually considered sufficient proof of an illegal agreement, even if the agreement is never acted upon and even if it is not written down. If information is capable of influencing market behaviour, then even a single exchange or one-way sharing of that information (directly or indirectly) between [competitors](#) may be illegal. It is therefore critical that Staff understand situations that could give rise to antitrust risk, and that Shell Businesses and Functions take all appropriate steps to mitigate that risk.

Shell does not tolerate anti-competitive practices and behaviours. Shell must always make business decisions about its commercial strategy independently and unilaterally.

Staff must complete appropriate antitrust training and comply with the [Protect Shell Policy](#).

Reference to [Shell Legal](#) in this chapter means the usual Shell lawyer for the Business or Function, unless the text specifies that advice or approval is to be obtained from [Antitrust Legal Counsel](#) or the Group Antitrust SME.

If there are any questions about the Antitrust requirements in this Manual, [Antitrust Legal Counsel](#) must be consulted.

# Antitrust

## 1. Communicating with competitors

All communications with competitors must be for legitimate and lawful reasons and any exchange or sharing of competitively sensitive information (CSI) in any form must be limited to the legitimate purpose.

Communications with competitors or exchanges of CSI between competitors may result in illegal arrangements that limit competition, and may influence competitors' market strategies and behaviour. Shell must determine its business strategies and market behaviour independently without sharing CSI inappropriately with competitors.

Antitrust law can also apply to exchanges or flows of CSI between Shell and its joint ventures (JVs), or via JVs to other shareholders or owners who may be Shell's competitors.

There are circumstances where (limited) CSI may legitimately be provided to, or received from, competitors. Where there is no legitimate reason to share CSI, even a single exchange or one-way sharing of CSI may constitute an antitrust violation.

### Businesses and Functions must ensure that Staff:

- understand which of their business partners and other industry participants are competitors;
- comply with the E&C Antitrust rule – Communications with Competitors; and
- engaged in deals comply with the Preparing deals requirement.

Also refer to E&C Antitrust rule – Managing Competitively Sensitive Information (CSI).

# Antitrust

## 2. Antitrust and trade associations

Membership of or attendance at trade associations or similar industry groups must be registered by Staff in the Code of Conduct Register.

Attendance at [trade association](#) meetings involves contact with [competitors](#) and creates potential exposure to antitrust risk if CSI is exchanged or shared at these events. Recording memberships of [trade associations](#) enables Shell to assess and control the antitrust risks inherent in attendance or in receiving [competitor](#) CSI through membership.

Businesses and Functions must ensure:

- Staff register their [trade association](#) memberships in the [Code of Conduct Register](#) for line manager review in advance of first attendance or receiving information from the [trade association](#);
- Staff register their attendance at a [trade association](#) meeting in the [Code of Conduct Register](#) even if they are not a member and ensure Staff understand their obligations when [communicating with competitors](#);
- Staff who attend or communicate with [trade associations](#) comply with the [E&C Antitrust Rule – Communications with Competitors](#); and
- they support the Shell Ethics and Compliance Office when determining whether a [trade association](#) is appropriate for Staff membership.

# Antitrust

## 3. Benchmarking with competitors and competitive intelligence gathering

Benchmarking and competitive intelligence (CI) gathering (or CI sharing) may create antitrust risk, and must be conducted appropriately, subject to adequate safeguards.

Benchmarking and competitive intelligence (CI) gathering (if conducted properly) may enable companies to improve efficiency and become more competitive. However, if benchmarking or CI gathering/CI sharing is done in a way that involves competitors sharing CSI inappropriately (either directly or indirectly), this could result in illegal arrangements which limit competition, and so expose Shell to serious antitrust risk.

**Businesses and Functions must ensure:**

- Staff who undertake benchmarking or engage in CI activities with competitors, either on a one-to-one basis or with multiple third parties, comply with the E&C Antitrust Rule – Benchmarking and Competitive Intelligence Gathering; and
- Staff comply with the E&C Antitrust Rule – Communication with Competitors.

# Antitrust

## 4. Managing competitively sensitive information (CSI) in relation to joint ventures (JVs)

Adequate measures must be implemented to protect access to (or limit sharing of) CSI in relation to JVs (whether the CSI is proprietary to Shell or to a third party, including information a JV holds in relation to other shareholders or owners).

Antitrust law can apply to all exchanges of CSI:

- between Shell and its non-controlled JVs, especially where those non-controlled JVs are competing JVs (where the non-controlled JV is market-facing and operates in markets in which Shell also operates); and
- between Shell and the other shareholders or co-owners of the JV, whether the JV is controlled by Shell or not, particularly where those other parties are Shell's competitors.

Controls must be in place to ensure Shell and its competitors do not inappropriately exchange CSI via the JV.

While Shell – as shareholder or owner of a JV (whether a NOV or a SOV) – has a legitimate reason to have access to JV information so it can oversee the management of the JV and protect and promote the value of its investment, it is important that controls are in place to ensure that:

- CSI does not flow inappropriately:
  - i) from Shell to a competing JV
  - ii) from a competing JV to competing parts of Shell (other than those Staff formally mandated to manage, oversee or support the JV on behalf of Shell);
  - iii) from Shell to third party co-owners/shareholders of Shell's NOV's or SOV's; or
  - iv) from third party co-owners/shareholders of Shell's SOV's or NOV's to Shell.

### Businesses and Functions must ensure:

- Staff who are involved in or interacting with any non-Shell controlled JV, another third party shareholder or owner of an NOV or SOV comply with the **E&C Antitrust rule – Managing Competitively Sensitive Information (CSI)**.
- appropriate IT access rights must be implemented to ensure CSI is properly managed and protected; and
- approval from the relevant Business Associate General Counsel and Antitrust Legal Counsel is obtained and recorded for any proposed “double-hatting” together with any required conditions for “recusal”. The approval and conditions should be retained as records.

# Antitrust

## 5. Engaging in joint industry advocacy with competitors

When Staff represent industry views jointly with competitors to governments, regulatory bodies or the public, it must be done with appropriate controls and with the advice of Shell Legal.

Joint industry advocacy with Shell's competitors can be a legitimate means to influence new or proposed legislation or regulations affecting Shell. However, as with any interaction with competitors, Shell needs to ensure there is no exchange of CSI that may adversely impact on competition. Adverse impact on competition might include advocating an industry standard that excludes certain players from the market, or results in market players coordinating commercial responses to events.

Only information that is objectively necessary to undertake legitimate joint industry advocacy may be shared. Joint industry advocacy must not be used to agree common commercial positions, behaviours or strategy with competitors.

### Businesses and Functions must ensure:

- Staff who undertake joint industry advocacy comply with the **E&C Antitrust Rule – Joint Advocacy with Competitors**, and obtain and follow advice from Shell Legal on the scope and legitimacy of the joint industry advocacy.

# Antitrust

## 6. Joint procurement and sharing procurement information

Advice from Shell Legal must be obtained before disclosing CSI relating to procurement activities or engaging in joint procurement activities with third parties.

Disclosing CSI to a third party about Shell's current or intended procurement activities may be anti-competitive if the disclosure makes it more likely that those parties would coordinate their behaviour in relation to prices or suppliers, e.g., price paid, suppliers used, product pricing.

Procuring goods or services jointly with third parties may be pro-competitive if it reduces costs and increases efficiency but it may be anti-competitive if it reduces the competitive opportunity for suppliers or leads to reduced competition in the relevant markets.

### Businesses and Functions must ensure:

- Staff who undertake joint procurement or who share procurement information with third parties comply with the E&C Antitrust Rules – Joint Procurement and Sharing Procurement Information and take advice from Shell Legal on the scope and legitimacy of the activity.

# Antitrust

## **7. Antitrust requirements related to Human Resources activities**

Staff must obtain advice from Shell Legal before sharing remuneration and benefits information with third parties and must not enter into “no-poaching” arrangements with other employers.

**Businesses and Functions must ensure:**

- Staff who are involved in recruitment or who share HR remuneration and benefits information (including benchmarking such information) with [third parties](#) comply with the [E&C Antitrust Rules related to HR activities](#).

# Antitrust

## 8. Ensuring antitrust compliance in vertical arrangements

Advice from Shell Legal must be taken before including any vertical restrictions on competition in vertical arrangements, including distribution and reseller agreements.

Vertical arrangements are agreements between companies at different levels of the supply chain (e.g., a supplier and reseller/distributor/dealer). Restrictions agreed or imposed in vertical arrangements are called vertical restrictions, and they may harm competition in some circumstances.

Vertical restrictions include but are not limited to:

- Resale Price Maintenance (RPM);
- territorial or customer restraints, [export](#) bans or destination restrictions; and
- exclusivity provisions.

RPM (where a supplier attempts to impose a minimum or fixed resale price on its independent resellers or [distributors](#)) is illegal in many countries and may expose Shell to significant penalties.

### Businesses and Functions must ensure:

- where it is illegal in the country concerned, that Staff involved in vertical arrangements do not engage in RPM; and
- Staff take advice from [Shell Legal](#) before entering into any vertical arrangements (including agency, distribution, dealership or reseller agreements) where any vertical restriction is included.

# Antitrust

## 9. Protect Shell Policy

Shell must explicitly and clearly disassociate from all illegal discussions or anticompetitive behaviour. This includes where Shell solicits or discloses competitively sensitive information (CSI), receives unsolicited third party CSI or where Shell was not present when potentially illegal matters were discussed by third parties, but subsequently received CSI following the discussion.

Businesses and Functions must ensure:

- if CSI about a competitor is received in writing, that Staff contact [Antitrust Legal Counsel](#) immediately for advice and only share the information as instructed by [Antitrust Legal Counsel](#); and
- if Staff are invited to participate in anti-competitive behaviour in writing, they should contact [Antitrust Legal Counsel](#) immediately for advice on how to reject the invitation; and
- if competitor CSI is shared during a meeting (informal or formal, business or social), that Staff immediately ask for the conversation to stop and clearly indicate that Shell cannot participate. If the conversation does not stop, Staff must leave the meeting, ensuring that their withdrawal is noted by others, and contact [Antitrust Legal Counsel](#) for advice.

Applications for antitrust immunity or leniency may only be made by [Antitrust Legal Counsel](#) and only with the support of the Legal Director and CEO.

# Data Privacy

This chapter of the Manual instructs Shell Businesses and Functions how to implement Group requirements relating to compliance with Data Privacy laws.

Shell respects the privacy of individuals and is committed to managing **personal data** in a professional, lawful and ethical manner. **Personal data** means any information, whether in a physical document or in electronic form, relating to an identified or identifiable individual; if the information allows someone, somewhere (even outside of Shell) to identify an individual, then the data is **personal data**.

Examples of **personal data** include an individual's name, contact information, online identifiers such as IP addresses, cookie strings or mobile device IDs, that can be used to identify an individual, personal preferences or opinions, employment information, financial information, photographs, CCTV images, or location data.

**Sensitive personal data** are special categories of personal data and are subject to more stringent requirements and IT controls and should only be collected in specific limited circumstances. Examples of **sensitive personal data** include an individual's racial or ethnic origin, political opinions, membership of political parties or similar organisations, religious or philosophical beliefs, trade union membership, physical or mental health information including any opinion thereof, sexual orientation or sexual life, criminal records or proceedings regarding criminal or unlawful behaviour, or biometric data (such as fingerprints, retinal or facial recognition). In some circumstances, photographs may be considered **sensitive personal data** when used to identify such information as ethnicity or a health condition.

Shell is subject to a wide range of national and international data privacy laws that protect the **personal data** and privacy of individuals while maintaining the ability of organisations to use **personal data** for legitimate business purposes.

Data privacy laws can vary greatly from country to country and, in some countries, are non-existent. Consequently, Shell has adopted **Binding Corporate Rules (BCRs)** that govern intragroup **processing of personal data**, including transfers between **Shell companies**, in a binding and consistent manner worldwide. **Personal data** processed by Shell in any location is therefore subject to the requirements of the **BCRs**; the obligations of these are incorporated into the mandatory requirements of this Manual. **These requirements apply even if local data privacy laws are less stringent or where there are no local data privacy laws.** Where local law has stricter requirements than these **must** be met in addition to those in this Manual.

# Data Privacy

## **1. Identifying systems and business operations that process personal data**

All instances of processing personal data must be identified, whether in IT systems, applications, mobile applications, cloud computing, websites, campaigns or otherwise.

Where new operations/systems that [process personal data](#) are being designed or existing ones updated, Businesses and Functions must ensure that these mandatory requirements are followed and aligned to the principles defined in the [Shell Privacy by Design Principles Guidance](#).

# Data Privacy

## 2. Processing personal data for a legitimate business purpose

There must always be a legitimate business purpose to process personal data and it should be carefully considered whether such legitimate business purpose covers all data processing activities.

The legitimate business purpose is the primary purpose for a specific instance of [processing personal data](#). Any [secondary purposes](#) for data processing (such as statistical analysis) must be closely aligned to the primary legitimate business purpose.

Legitimate business purposes can be different depending on whether the [personal data](#) being processed is that of:

- [employees](#) (including their dependents, former [employees](#) and job applicants) and other members of Staff; or
- customers, suppliers and other [business partners](#).

### 2.1. Legitimate business purposes for processing employee personal data and employee sensitive personal data:

There are defined legitimate business purposes for processing [employee personal data](#):

- human resources and personnel management;  
*Examples: Preparation, performance or termination of employment contracts or any other contract or relationships; recruitment or outplacement; compensation and benefits; taxes, social security contributions, pensions and similar entitlements; career and talent development, performance evaluations and training; travel and expenses; leave and other absences; security and [employees](#) communications.*
- organisation and management of the business;  
*Examples: Financial management, asset management, work scheduling, time recording, [employees](#) surveys, mergers, de mergers, acquisitions and divestitures, implementation of controls, creating and managing [employees](#) directories, management reporting, analysis, internal audits and investigations.*
- health, safety and security; and  
*Examples: Protection of an individual's life, health or vital interests, occupational health and safety, protection of Shell assets and [employees](#), authentication of individual status and access rights.*
- legal or regulatory compliance.  
*Examples: Compliance with legal or regulatory requirements including investigations, litigation and defence of claims.*

# Data Privacy

[Sensitive personal data](#) of employees may only be processed in specific limited circumstances as detailed in the [E&C Data Privacy Rule - Processing Shell Staff Personal Data](#). Approval of the local DP Legal Adviser (DPLA) or DP Legal Counsel must be sought before processing sensitive personal data of employees.

Where processing of employee personal data or sensitive personal data is not covered by one of the legitimate purposes listed, but it is required or permitted by local law, approval of the local DPLA or a DP Legal Counsel must be sought before such data is processed.

## 2.2. Legitimate business purposes for processing personal data of customers, suppliers or business partners:

There are defined legitimate business purposes for processing personal data of customers, suppliers or business partners:

- business execution;  
*Examples: Researching, developing and improving products or services; concluding and executing agreements; recording and settling services, products and materials to and from a Shell company; managing relationships and marketing e.g. maintaining and promoting contact with existing and prospective customers, account management, customer service, and development, execution and analysis of market surveys and marketing strategies.*
- organisation and management of the business;  
*Examples: Financial management, asset management, mergers, de-mergers, acquisitions and divestitures, implementation of controls, management reporting, analysis, internal audits and investigations.*
- health, safety and security; and  
*Examples: Protection of an individual's life or health, occupational safety and health, protection of assets and people, authentication of individual status and access rights.*
- legal or regulatory compliance.  
*Examples: Compliance with legal or regulatory requirements including investigations, litigation and defence of claims.*

Refer to [E&C Data Privacy Rule- Processing Customer Personal Data Rules](#) for additional information.

[Sensitive personal data](#) of customers, suppliers or business partners may only be processed in specific limited circumstances or where required by local law as detailed in the [E&C Data Privacy Rule - Processing Customer Personal Data](#). Approval of the local DPLA or a DP Legal Counsel must be sought before processing sensitive personal data of customers, suppliers or business partners.

Where processing personal data or sensitive personal data of customers, suppliers or business partners is not covered by one of the legitimate purposes listed, but it is required or permitted by local law, prior approval of the local DPLA or a DP Legal Counsel must be sought.

# Data Privacy

## 2.3. Consent to process personal data or sensitive personal data

In addition to a legitimate business purpose, an individual's [consent](#) is required in specific instances for processing [personal data](#) or sensitive [personal data](#).

There are legal requirements and conditions that must be met for [consent](#) to be considered valid. Where a Business or Function intends to rely on [consent](#) as the basis for [processing personal data](#), the [E&C Data Privacy Rule- Consent](#) must be followed.

Shell processes [personal data](#) of Staff for legitimate business purposes. However, there are limited circumstances when [consent](#) is required, such as if required by local law or if processing [personal data](#) is required for the purposes of providing optional programmes and benefits. Advice on local legal requirements must be obtained from your [DPLA](#).

# Data Privacy

## 3. Completing a Privacy Impact Assessment (PIA)

The Privacy Impact Assessment (PIA) process must be followed when processing personal data in IT systems.

A PIA is an important tool for documenting accountability, demonstrating compliance with this Manual, legal requirements, and Shell's **Privacy by Design Principles/Guidance**. The Legal and Regulatory Assessment process conducted by Information Risk Management (IRM) determines if a PIA is required. By completing the PIA, Shell will be able to assess the impact of the **processing of personal data** on the individual, assess the necessity and proportionality of the processing and help manage identified risks by implementing appropriate technical and organisational controls.

### Businesses and Functions must:

- initiate the PIA process and, where it has been determined that one is required, complete the PIA, before processing **personal data**.

The PIA process will assist Businesses and Functions to meet their **personal data** protection responsibilities by ensuring that:

- **processing of personal data** is for a legitimate business purpose;
- **personal data** collected is used only for the intended purpose and is not excessive for this stated purpose;
- data privacy risks to individuals are identified and assessed, with agreed controls implemented;
- **privacy notices** are developed and communicated;
- **consent**, where relied on or required, meets legal requirements and conditions;
- mechanisms for responding to individual requests within specified time limits have been implemented;
- any local data privacy laws have been considered and followed where local requirements are stricter than this Manual; and
- **personal data** that are **records** are retained and disposed of in accordance with the Group Retention Schedule (as documented in the **IT solution** records disposal plan), or for **personal data** that is not a **record** that the **personal data** disposal plan is defined in the PIA and implemented for the **IT solution**.

# Data Privacy

## 4. Ensuring that personal data is accurate and relevant

All personal data processed by Shell must be relevant and limited to that which is strictly necessary to achieve the legitimate business purpose. Personal data must not be collected or kept "just in case" a use for the data can be found in the future.

Personal data must be accurate, and it must be kept up to date. All reasonable steps must be taken to ensure that inaccurate personal data is erased or rectified without delay. All requests from individuals to update their personal data must be promptly addressed.

### Businesses and Functions must:

- ensure that the personal data collected is not excessive for the business purpose;
- personal data that are records are retained and disposed of in accordance with the Group Retention Schedule (as documented in the IT solution records disposal plan), or for personal data that is not a record that the personal data disposal plan is defined in the PIA and implemented for the IT solution; and
- build mechanisms into systems or processes that facilitate timely data updates by individuals, such as self-serve portals.

See [Completing a Privacy Impact Assessment \(PIA\)](#).

# Data Privacy

## 5. Protecting personal data in Shell's custody or control

Personal data must be protected from misuse, accidental, unlawful or unauthorised access, disclosure, corruption, destruction, loss, unavailability or acquisition.

The methods of protecting [personal data](#) must include physical measures, for example, restricted access to file rooms; limiting access on a "need-to-know" basis and privacy training for Staff; and technological measures, including adding a password to attachments containing [personal data](#) which are sent by email, [pseudonymisation](#) or encryption as defined in the Shell IT Control Framework.

### Businesses and Functions must:

- ensure processes and systems where [personal data](#) is [processed](#) are identified and those systems are registered in the [Shell IT Asset repository](#);
- implement required access and loss prevention controls to protect [personal data](#), as identified by the [PIA](#) and [IRM](#) process and ensure these controls remain operational through the full life of the identified systems or processes;
- implement all available protection capabilities for [end-user computing](#), and ensure that [end-user computing](#) is only used for [processing personal data](#) where there are no alternative approved applications or tools that can be utilised;
- ensure that Staff who have access to [personal data](#) only have access to the information they need to do their job;
- ensure that all [third parties](#) engaged by Shell to process [personal data](#) have executed the required data privacy agreements;
- assess whether business and IT controls remain adequate when there is a change to a processing operation or system; and
- regularly assess systems and processes to ensure that the [personal data](#) has been deleted according to its disposal plan.

# Data Privacy

## 6. Safeguarding personal data transferred to, or processed by, a third party

Personal data must be safeguarded and protected by implementing the required contract clauses to ensure that the third party meets the minimum requirements of Shell's Binding Corporate Rules (BCRs) and local privacy laws.

When Businesses or Functions engage [third parties](#) to process [personal data](#), Shell is responsible for ensuring that the [personal data](#) is safeguarded and adequately protected. This applies equally to [personal data](#) processed by a [third party](#) on behalf of Shell or to any [personal data](#) transferred to a [third party](#) by Shell.

[Third parties](#) can be either:

- [third party data controllers](#), who [process personal data](#) in an independent manner and determine the purpose and manner of the processing activity for their own needs, e.g., health insurers, car lease companies; or
- [third party data processors](#), who [process personal data](#) under instruction from the controlling [Shell company](#), e.g., IT service providers. Shell remains responsible for the processing of [personal data](#) by [data processors](#).

A [third party](#), either a [data controller](#) or [data processors](#), includes [NOVs](#).

**Businesses and Functions must:**

- put in place the appropriate Shell template [data privacy agreement](#) prior to [personal data](#) being [processed](#), [transferred](#) to, gathered by or exchanged with a [third party](#). The only exception is where a [third party](#) is a government body and the [personal data](#) is required for compliance with a legal obligation of the [Shell company](#). The Shell template [data privacy agreements](#) can be found on the Shell Ethics and Compliance [website](#); and
- ensure that in the event of international [transfers of personal data](#) to a [third party](#), the [data privacy agreement](#) contains the appropriate contractual mechanisms. These are attached to the [Shell template contracts](#).

In the case where services and /or products are being procured from a [third party](#), the required agreement should be selected through the [category management and contracting process \(CMCP\)](#) and associated [data privacy red threads](#).

For transfers of [personal data](#) not in scope for [CMCP](#), the appropriate template [data privacy agreements](#) must be used or an acceptable equivalent as approved by [DP Legal Counsel](#).

See also [Contract Clauses](#) requirement.

# Data Privacy

## 7. Informing individuals through privacy notices

Every individual whose personal data is processed by Shell must be adequately informed about such processing. There must be a clear explanation in a concise, transparent and easily accessible manner, of what individuals can expect to happen with their personal data.

Being transparent and providing accessible information to individuals about how Shell will use their [personal data](#) is a key element of data privacy laws. This information is included in a [privacy notice](#) accessible and communicated at the time of collecting [personal data](#).

**Businesses and Functions must:**

- develop and implement a [privacy notice](#) containing the mandatory notice requirements as set out in the [E&C Data Privacy Rule - Privacy Notices](#) whenever [personal data](#) is collected;
- ensure that each [privacy notice](#) links to and supplements one of the Global [privacy notice templates](#) wherever possible; and
- review the [privacy notice](#) against local data privacy legal requirements by contacting the relevant [DPLA](#).

# Data Privacy

## 8. Reporting breaches or suspected breaches of personal data

Shell must report breaches of personal data to regulatory authorities within a very short period of time, in line with privacy laws.

Shell can only meet these time limits (for example, the GDPR requirement is 72 hours) if breaches or suspected breaches are reported immediately.

Only the [Group Chief Privacy Officer](#), in consultation with the local country [DPLA](#) is permitted to make decisions regarding required notifications to [third parties](#).

A data privacy breach is an accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, [personal data](#) transmitted, stored or otherwise processed.

### Businesses and Functions must:

- immediately upon becoming aware of a breach or suspected breach, including any breach or suspected breach by a [third party](#), report the breach directly to the [Global Helpline](#);
- ensure that Staff do not communicate the breach to any [third party](#). Only the [Group Data Privacy SME](#) (in conjunction with relevant local country [DPLA](#)) is permitted to make decisions regarding required notifications to [third parties](#); and
- contact the local [DPLA](#), a [DP Focal Point](#) or [Ethics and Compliance Officer](#) if advice or guidance is required. Follow all other requirements in [Managing Incidents and Reporting a Concern](#).

# Data Privacy

## 9. Addressing an individual's request within time limits

Privacy laws grant individuals certain rights in relation to their personal data. Requests from individuals to exercise their rights must be respected and responded to within legislated timelines and in accordance with Shell's defined processes.

Businesses and Functions must:

- ensure that Staff are aware of and follow the processes and timelines for responding to requests as outlined below:
  - i) **Subject Access Requests (SARs)**  
Individuals have the right to request access to their [personal data](#). Requests for access to [personal data](#) must be responded to within legislated timelines. The [DP Subject Access Request \(SAR\) Process](#) explains how such requests are to be dealt with.
  - ii) **Complaints**  
Individuals have the right to file a complaint where they believe that their [personal data](#) processed by Shell is inaccurate, incomplete or not processed in accordance with applicable law or this Manual. Complaints must be responded to within legislated timelines. Any complaints must be forwarded to the relevant [Data Privacy Focal Point](#). The [DP Complaints Process](#) contains additional information.
  - iii) **Request to Erase Personal Data**  
In limited circumstances, individuals have the right to request the deletion of their [personal data](#). Any requests for erasure must immediately be forwarded to the relevant [Data Privacy Focal Point](#).
  - iv) Requests for erasure must be responded to within legislated timelines. The [Right to Erasure and Restriction guidelines](#) provides additional information.
  - v) **Request to restrict processing of personal data**  
Related to the right of erasure is the right to object to the [processing of personal data](#). If an individual objects to the [processing](#) of their [personal data](#), Shell will be required to restrict the [processing](#) of the [personal data](#) while the request is considered. Requests for restriction must be responded to within legislated timelines. Any requests from individuals to restrict [processing of personal data](#) must be forwarded to the relevant [Data Privacy Focal Point](#). The [Right to Erasure and Restriction guidelines](#) provides additional information.
  - vi) **Request for Data Portability**  
Individuals can request that they receive a copy of the [personal data](#) which the individual has provided to Shell in a structured, commonly-used and machine-readable format and they can request a direct transmission of their [personal data](#) from one [data controller](#) to another where technically feasible. Any requests for data portability must be forwarded to the relevant [DP Focal Point](#). The [Data Portability guidelines](#) contain further information.

# Trade Compliance

This chapter of the Manual instructs Shell Businesses and Functions how to implement Group requirements relating to compliance with [trade compliance laws](#).

[Trade compliance laws](#) serve many purposes, such as protecting national security, meeting foreign policy objectives and complying with international obligations. They are also designed to keep unauthorised parties from obtaining certain [items](#) and, as a result, limit the [item's export](#) and [import](#) to restricted countries, parties or use.

Depending on: the nature of the [item](#); the country of origin, [export](#) and /or destination country; the end-use; and the identity and activities of the customer and any other party to the transaction, [trade compliance laws](#) and regulations may restrict or prohibit:

- the [export](#) and [import](#) of [goods](#), [technology](#), [software](#), and [software source code](#) across national boundaries;
- access to and transfer of [technology](#) and technical data;
- interactions with embargoed or sanctioned countries, individuals, entities and organisations;
- the [export](#) (including [re-export](#) and [deemed export](#)), [import](#), or [release](#) of dual-use and [military items](#); and
- [boycotts](#).

[Trade compliance laws](#) also require the proper communication of trade information to government authorities through customs declarations and the payment of any duties and taxes due.

Therefore, it is important for Staff to know:

- **What** is the nature of an [item](#)?
- **Where** is it from and where is it going?
- **Who** is it going to? Who else is involved?
- **How** will it get there?
- **What** will it be used for?

# Trade Compliance

## 1. Maintaining a trade compliance programme

A trade compliance programme must be established by all Businesses and Functions to comply with laws and avoid violations which can lead to additional costs, delays, loss of import and export privileges, reputational damage, fines and/or imprisonment of individuals.

Businesses and Functions must:

- dedicate adequate resources to their trade compliance programme, including a [Trade Compliance Sponsor](#) and other suitably skilled roles as required;
- ensure procedures and controls are in place to manage trade compliance risks; and
- undertake a [trade compliance programme effectiveness review](#), using the [trade compliance review toolkit](#), either annually or earlier when there is a significant change in business conditions, and review the results with the [Group Trade Compliance SME](#) and [Group Customs SME](#).

# Trade Compliance

## **2. Working with sanctioned parties, generally embargoed countries (GECs), and highly restricted countries (HRCs)**

All activities with or for the benefit of sanctioned parties, GECs and HRCs must be reviewed and supported, and approvals must be received.

Engaging in unlawful activities with sanctioned parties, GECs or HRCs can expose Shell and Staff to significant fines and penalties. While it may be lawful for some Shell companies to engage in certain activities with sanctioned parties, GECs and HRCs, those activities must be compliant with applicable regulations and contract obligations and prohibited Staff or assets must not support those activities.

The [list of current GECs and HRCs](#) is available online as it is subject to change.

### **Businesses and Functions must:**

- seek review and support for all activities with or for the benefit of sanctioned parties, GECs and HRCs from:
  - i) TCM (Support)
  - ii) Trade Compliance Legal Counsel (support); and
  - iii) EC-2 Manager (approval).
- retain relevant documents as a record; and
- ensure Staff follow the E&C Trade Compliance Rule - Working with sanctioned parties, generally embargoed countries, and highly restricted countries.

# Trade Compliance

## 3. Country entry

Before entering a new country (country entry), support and approvals must be received.

Country entry is entering a country where Shell does not currently have operations. This represents a risk, and the country's status, relevant regulations and any applicable sanctions must be reviewed and assessed.

**Businesses and Functions must:**

- seek support and/or approval for country entry from:
  - i) TCM (consult);
  - ii) Group Trade Compliance SME (support);
  - iii) Group ABC/AML SME (support)
  - iv) Government Relations Senior Adviser (support); and
  - v) the EC-2 Manager (approval).
- retain relevant documents as a [record](#); and
- ensure Staff follow the [E&C Trade Compliance Rule – Country Entry](#).

# Trade Compliance

## 4. Reviewing for anti-boycott or blocking conditions

All documents and correspondence related to a transaction must be examined to ensure they do not include any boycotts.

Anti-boycott and anti-blocking laws are generally adopted to discourage and, in specified cases, prohibit companies from participating in a boycott.

**Businesses and Functions must ensure:**

- Staff report requests to actively or passively (for example, by accepting a contract clause) participate in boycotts to a TCM who will seek a review and support from [Trade Compliance Legal Counsel](#) to ensure proper handling and reporting, if required, to the relevant government authorities;
- TCMs advise Staff whether reporting to the [Global Helpline](#) is required;
- Staff in scope of the regulatory requirements and at risk of being requested to participate in a boycott take the relevant and latest training;
- relevant documents are retained as records; and
- Staff follow the [E&C Trade Compliance Rule – Anti-boycotting or blocking statutes](#).

# Trade Compliance

## 5. Managing exports and imports of items

Items being exported or imported by, or on behalf of, Shell must be classified according to applicable regulations. Items which are identified as controlled items are subject to additional restrictions and requirements. Where additional government authorisation, registration or licensing is required, this must be obtained with the support of Trade Compliance Legal Counsel. Tangible items crossing national borders must be declared according to applicable customs regulations to ensure a rightful customs charge, deferment or exemption.

Many governments define [export](#) to include both tangible and intangible forms of exporting; intangible [exports](#) take a “non-physical” form, such as electronic transfers or oral communications.

Businesses and Functions must ensure that:

- they have [Technical Classification Experts \(TCE\)](#) responsible for determining the [Export Control Classification Number \(ECCN\)](#) for items;
- items are classified in accordance with the [classification guidance](#);
- any activities involving the manufacture, use, [export](#) or [import](#) of drug precursors and military items, or provision of items to national governments, military or defence customers, are reported to a TCM;
- they manage the [export](#), [import](#), storage and access to [controlled items](#);
- they obtain authorisations, registrations, or licences required for [controlled items](#), with the support of [Trade Compliance Legal Counsel](#);
- they obtain the support of a TCM before exporting, importing or releasing [controlled items](#);
- they have classification experts responsible for determining the [Harmonised System \(HS\)](#) code and the correct customs duties;
- they have procedures and controls in place to communicate [export/import](#) data to the relevant authorities;
- they retain a list of [controlled items](#) licences, exceptions, classifications, and other relevant data as a [record](#);
- Staff follow [E&C Trade Compliance Rule – Managing exports and imports of items](#) and
- Staff follow [E&C Trade Compliance Rule – Classifying and Handling](#)

# Trade Compliance

## 5.1. Execution of End User Certificates

Manufacturers, suppliers and vendors involved with the supply of controlled items subject to end-use restrictions frequently impose a notification system, or [End User Certificate \(EUC\)](#). This requires the buyer or [ultimate consignee](#) to confirm, in writing, their recognition and acceptance of certain conditions before the [items](#) are released for delivery. A manufacturer, supplier or vendor may require that Shell signs an [EUC](#) to confirm Shell's recognition and acceptance of restrictions on the use, further transfer or disposal of the [items](#). Similarly, Shell may need to obtain similar certifications from a customer or [ultimate consignee](#).

**Before executing an [EUC](#), Businesses and Functions must:**

- obtain review and support from a [TCM](#) to ensure the conditions imposed by the [EUC](#) are reasonable and appropriate. [TCMs](#) will seek support as appropriate from [Trade Compliance Legal Counsel](#);
- develop, document, and implement a control plan for proper management of the restricted [items](#);
- retain relevant documents as [records](#); and
- follow the [E&C Trade Compliance Rule – End User Certification](#).

## Definitions

Anti-Bribery and Corruption (ABC)/Anti-Money Laundering (AML) clauses	Specific clauses to be inserted into a contract that address ABC or AML risk. The clauses can be found at <a href="https://eu001-sp.shell.com/sites/AAFAA5088/Pages/contract-clauses.aspx">https://eu001-sp.shell.com/sites/AAFAA5088/Pages/contract-clauses.aspx</a>
At risk/at high risk	The level of exposure, requiring different type of training for the respective target audiences.
Binding Corporate Rules (BCR)	Mandatory internal rules adopted by Shell that govern the intragroup <a href="#">processing of personal data</a> , including <a href="#">transfers</a> between <a href="#">Shell companies</a> , in a binding and consistent manner worldwide. These rules enable Shell to meet data processing requirements in different countries, and have been approved by Data Protection regulatory authorities. Regardless of location, <a href="#">Shell companies</a> that <a href="#">process personal data</a> must comply with the <a href="#">Binding Corporate Rules</a> .
Boycott	A refusal to deal commercially or otherwise with a person, firm, or country.
Business Integrity Department (BID)	Specialist unit within Shell Internal Audit responsible for <a href="#">Code of Conduct</a> incident reporting, including the Shell Global Helpline (which is operated by a third-party supplier), and investigation of <a href="#">Code of Conduct</a> incidents.
Business Opportunity Manager (BOM)	The individual responsible for the overall management of a business opportunity. See the Opportunity Realisation Standards for further detail: <a href="https://www.shell.com/ors">https://www.shell.com/ors</a>
Business partner	Any <a href="#">third party</a> , other than a customer or supplier, that either has or has had a business relationship with a <a href="#">Shell company</a> .
Category Management and Contracting Process (CMCP)	Process by which all contracting and procurement is managed. More information on the <a href="#">Category Management and Contracting Process</a> can be found at <a href="http://www.shell.com/cp/">http://www.shell.com/cp/</a>

## Definitions

Clean team	A team (within the deal team) that (subject to LAT advice) exclusively comprises of individuals who may receive CSI from a <a href="#">third party</a> or about the target without violating antitrust law. Such individuals could include <a href="#">third party</a> advisers or recent retirees.
Close known associate (of a government official)	A close known associate of a <a href="#">government official (GO)</a> is someone who has a close business or personal relationship with a <a href="#">GO</a> . This can include: i) an individual known to have joint beneficial ownership of a legal entity or a legal arrangement or any other close business relationship with a <a href="#">GO</a> , ii) an individual who has sole beneficial ownership of a legal entity or a legal arrangement which is known to have been set up for the benefit of a <a href="#">GO</a> .
Code of Conduct	Sets out the rules and guidelines within which every Shell <a href="#">employee</a> must operate every day. Based on the Shell <a href="#">General Business Principles (SGBP)</a> , and the company's core values of honesty, integrity and respect for people, it instructs and advises you how to avoid situations that may damage you or Shell. It sets high standards and shows you how to achieve them. The Code applies to every <a href="#">employee</a> , director and officer in every <a href="#">Shell company</a> , as well as contract staff working for a Shell company. Available at <a href="https://eu001-sp.shell.com/sites/AAAAA8887/ethicsandcompliancecommunicationtoolkit/Code%20of%20Conduct%20Documents/Code_of_conduct_2018_v3_1.pdf.aspx">https://eu001-sp.shell.com/sites/AAAAA8887/ethicsandcompliancecommunicationtoolkit/Code%20of%20Conduct%20Documents/Code_of_conduct_2018_v3_1.pdf.aspx</a>
Code of Conduct Register	Mandatory Group tool for recording actual, perceived or potential <a href="#">COI</a> , <a href="#">G&amp;H</a> and attendance at <a href="#">trade association</a> events. Accessed at <a href="https://eu001-sp.shell.com/sites/AAFAA5088/Pages/code-conduct-register.aspx">https://eu001-sp.shell.com/sites/AAFAA5088/Pages/code-conduct-register.aspx</a>
Communicate/communications (with competitors)	Where <a href="#">competitors</a> interact in any form, either directly or indirectly, whether in person (e.g., formal or informal discussions in meetings, or discussions at social events), or by telephone, email, instant messaging, sharing documents, or through social media.

# Definitions

Competing JVs	Joint ventures in which Shell participates (whether they are characterised as an <b>NOV</b> or <b>SOV</b> ), which satisfy the conditions: i) Shell's interest in the JV is not a <b>controlling interest</b> , ii) the JV is on the market in its own right, supplying products or services to customers (and not merely to its own shareholders or owners (or their affiliates), iii) the JV is a direct <b>competitor</b> of Shell.
Competitive intelligence (CI) gathering	Involves monitoring the external environment, including the behaviour of <b>competitors</b> and public domain sources, to take strategic decisions. The CI gathered should generally not include <b>competitively sensitive Information (CSI)</b> , but should be limited to gathering information that is in the public domain and drawing internal conclusions from the behaviours observed in the marketplace.
Competitively sensitive information (CSI)	Any information that could affect market behaviour of Shell or its competitors, including but not limited to information concerning sales, prices (e.g., pricing methodology, future prices), discounts, rebates, promotions, contract negotiations, capacity utilisation (e.g., debottlenecking or mothballing intentions), production (e.g., production volumes and production shutdown or output information), customer information, or intentions to sell or not to sell in certain territories or to certain customers.
Competitor	A business that is a direct <b>competitor</b> or potential <b>competitor</b> of Shell, including procurement <b>competitors</b> . Direct <b>competitors</b> are businesses in which Shell does not have a <b>controlling interest</b> that are active in the same market as any member of the Shell Group and compete directly with Shell in the supply of the same products or services in the same geographic market. Potential <b>competitors</b> are businesses in which Shell does not have a <b>controlling interest</b> that could be a <b>direct competitor</b> within a foreseeable time (usually considered within one year). Procurement <b>competitors</b> are businesses that are buying or seeking to buy the same <b>goods</b> or services as Shell, even if the business does not compete with Shell in the sale of products or services.
Conflict of interest (COI)	A situation where two or more competing interests impair an individual's ability to make objective decisions.

## Definitions

Consent	The permission granted by an individual to the <a href="#">processing of personal data</a> , which has been clearly expressed, is freely given, is based on complete and correct information and is recorded for evidence. <a href="#">Consent</a> can be given either by a statement or by a clear affirmative action.
Contract staff	Staff providing services under Shell's day-to-day supervision who have no employment contract with Shell but are employed and paid by a <a href="#">third party</a> .
Controlled item	Items identified by a specific <a href="#">Export Control Classification Number (ECCN)</a> or other official government list. Controlled <a href="#">goods</a> , <a href="#">technology</a> , <a href="#">software</a> or services may require government authorisation or a licence before being exported or imported to particular parties or destinations.
Controlling interest	The power to govern the financial and operating policies of an entity to obtain benefits from its activities. Control is presumed to exist when an entity acquires, directly or through subsidiaries, more than half of the voting power of an entity, unless, in exceptional circumstances, it can be demonstrated that such ownership does not constitute control. Further guidance is given in the document "Control for antitrust purposes" <a href="http://www.shell.com/ethicsandcompliance/areas/trade/antitrust/control_AT.html">www.shell.com/ethicsandcompliance/areas/trade/antitrust/control_AT.html</a>
Data controller	Any party (a person, public authority, agency or any other body) that, either alone or jointly with others, determines the purposes, conditions and means for <a href="#">processing personal data</a> .
Data processor	Any party (a person, public authority, agency or any other body) that <a href="#">processes personal data</a> on behalf of a data controller and under the instructions of the <a href="#">data controller</a> .
Deal(s)	The preparation, negotiation, and execution of corporate acquisitions, divestments and mergers, the formation of joint ventures, or a change in the structure or ownership of an existing JV. Depending upon local law, this might also extend to the acquisition or divestment of assets.

# Definitions

Deemed export	Releasing or otherwise transferring <b>technology</b> or <b>source code</b> to a foreign person in the United States. The <b>technology</b> or <b>source code</b> is deemed to be exported to the foreign national's most recent country of citizenship or permanent residency.
Direct Government Intermediaries	Any Government Intermediaries (GI) where its dealings with a <b>Government Official (GO)</b> are primary or essential to the main purpose, role, or activity for which Shell has engaged that GI (example, a customs broker which, when brokering for Shell, engages with a <b>GO</b> to obtain a clearance).
Distributor(s)	Shell customer who buys Shell product for resale on its own account (i.e., acting independently and at own financial risk) and where both of the following criteria are met: i) where Shell appoints such customer as <b>distributor</b> , reseller or similar on terms that it is purchasing for resale; and ii) Shell customer is allowed to sell product to its customers using a Shell-owned brand or trademark, including but not limited to use on packaging, and where delivery of the product by the customer to its own customer is Shell-branded (e.g., tankers containing product are Shell- branded or co-branded).
Donations	Contributions to an organisation rather than individuals where there is no expectation of anything in return.
Double-hatting	Where individuals are directly involved in the day-to-day management or commercial direction of two potentially conflicting or competing entities e.g., Staff managing a Shell business and being Director or Shell <b>Shareholder Representative (SSR)</b> of a <b>competing JV</b> ; Staff being a Director or <b>SSR</b> of two or more <b>Competing JVs</b> ; Staff managing a Shell business and being Director of or commercial or strategic adviser to any of Shell's direct competitors.
DP Focal Point	<b>DP Focal Points</b> are nominated initial points of contact in the Businesses and Functions for any questions/issues related to data privacy who: i) understand the landscape of processes and IT systems where <b>personal data</b> is processed; ii) provide support for DP incident handling, individual's DP requests and DP complaints processes; iii) assist the Businesses and Functions in identifying the Staff that require data privacy training; iv) embed and promote awareness of the mandatory Manual requirements; and v) identify issues

## Definitions

DP Legal Adviser (DPLA)	DPLAs are designated lawyers in country legal departments with specific data privacy knowledge, responsible for provision of country/region legal advice, approving processing of sensitive personal data where local laws require it contrary to the DP Manual, and advising on individual requests, complaints, and DP incidents, where required.
EC-2 Manager	A manager who is two organisational levels lower than an Executive Committee member
Employee	A person who has an employment relationship with a Shell company.
End user certificate (EUC)	A certificate or statement the exporter is responsible for obtaining from the buyer/importer/consignee ("end user") in fulfillment of the relevant trade compliance laws or regulations.
End user computing	Any system, tool or application used to collect, manage, store or process personal data, which has not been registered as an IT asset.
Ethics and Compliance due diligence	The process to seek third party information and to ensure that there is an understanding of who Shell is doing business with, encompassing red flag identification, screening and mitigation for Trade Compliance, and ABC/AML risks.
Ethics and Compliance Officer	Supports Businesses and Functions in their activities to manage ethics and compliance risks and comply with Shell's Ethics and Compliance requirements; independently monitors and reports the state of compliance in the Group. For purposes of this Manual, this includes Ethics and Compliance Managers (ECMs).
Ethics and Compliance Subject Matter Expert (SME)	A general term for a Group SME for a risk area and/or Legal Counsel reporting to them.

# Definitions

Export	A shipment or transmission of <b>items</b> from one country to another. In the USA, this can include a <b>release</b> of <b>technology</b> or <b>software source code</b> to a non-US national. In a customs union such as the European Community, it includes shipment outside the customs territory of the EU. In a very limited number of cases (highly <b>controlled items</b> ), an <b>export</b> can include intra-EU movement from one member state to another.
Export Control Classification Number (ECCN)	A system used by some countries to classify <b>items</b> for <b>export</b> . It is generally represented as an alphanumeric designation consisting of five characters – a single-digit number, followed by one letter (A through to E), then followed by a three-digit number.
Facilitation payment	A minor payment to induce a (usually low-ranking) <b>government official</b> to expedite or secure performance of a routine duty which that person is already obliged to perform and where such payment would exceed what is properly due. A <b>facilitation payment</b> is not permitted by Shell and is illegal under the UK Bribery Act and other applicable legislation.
Generally embargoed country (GEC)	A Shell term for a country subject to a comprehensive embargo. The current list of <b>GECs</b> is available at <a href="https://eu001-sp.shell.com/sites/AAFAA5088/Pages/rules-and-requirements/Working-with-sanctioned-parties-GECs-and-HRCs.aspx">https://eu001-sp.shell.com/sites/AAFAA5088/Pages/rules-and-requirements/Working-with-sanctioned-parties-GECs-and-HRCs.aspx</a>
Gifts and hospitality (G&H)	Any gifts, travel, accommodation, trips, services, entertainment, prizes from external competitions or lotteries and any other gratuitous item, event, benefit or thing of value received from or offered to any person in connection with Shell business.
Goods	Any physical item, including articles, materials, products, equipment or supplies, excluding technology and <b>software</b> .

## Definitions

**Government official (GO)** Official or [employee](#) of any government agency, ministry or department of a government, including any person acting in official capacity for a government, regardless of rank or position; any official or employee of a company wholly or partially controlled by a government (e.g., a state-owned oil company), but excluding [employees](#) seconded to such companies; a political party or any official of one; any candidate for political office; any officer or employee of a public international organisation, such as the United Nations or World Bank; and immediate family members (spouse, dependent child, parent or household member) of any of the people listed. If in doubt about whether a company is controlled by a Government, please complete this [Questionnaire](#) and contact an ABC/AML SME.

**Group [ABC/AML, Antitrust, Data Privacy, Trade Compliance, Customs, Political Payments] Subject Matter Expert (SME)** Accountable for defining Shell's compliance policies for an assigned risk area, including working with Businesses and Functions to identify associated risks and controls to mitigate them. The Group SME supports associated rules and training content, provides advice to all Businesses and Functions, and monitors, communicates, and reports changes in the risk environment. The Group Data Privacy SME also serves as the contact point to the data protection authorities for all data protection issues, including data breach reporting.

**Gun jumping** [Gun jumping](#) is when any party to a [deal](#) takes steps to implement the [deal](#) before all necessary antitrust merger clearances have been obtained. "Taking steps to implement" a deal includes any attempt to exercise management, operational or commercial control or influence over the [third party's](#) business or day-to-day commercial decisions.

**Harmonised System (HS)** An international nomenclature for the classification of products. It allows participating countries to classify traded [goods](#) on a common basis for customs purposes. At the international level, the HS for classifying [goods](#) is a six-digit code system.

## Definitions

Highly restricted country (HRC)	A Shell term for a country that is not comprehensively embargoed but is subject to strict controls related to exports or activities with certain persons. The current list of HRCs is available at: <a href="http://www.shell.com/ethicsandcompliance/areas/trade/trade_control/embargoes/hrcs.html">http://www.shell.com/ethicsandcompliance/areas/trade/trade_control/embargoes/hrcs.html</a>
Import	A receipt of items shipped or transmitted from another country. In a customs union such as the European Community, this would be a receipt from outside the customs territory of the EU. In a very limited number of cases (highly controlled items) an import can include intra-EU movement from one member state to another.
Indirect Government intermediaries	Any Government intermediaries (GI) where its dealings with a Government Official (GO) are non-primary or ancillary to the main purpose, role, or activity for which Shell has engaged that GI and where the primary activity to the main purpose could not be done without interacting with a GO. (examples: a drilling contractor which when drilling for Shell, engages with a GO to obtain a permit – or where a contractor is engaged to provide and EPC for a new LNG site)
Intellectual property	Includes: patent rights; utility models; trademarks and service marks; domain names; copyright (including copyright of software); design rights; database extraction rights; rights in know-how or other confidential (sometimes called 'trade secret' or 'proprietary') information; and rights under IP-related agreements.
Items	Term used to refer to goods, technology, software or services, collectively.
Integrated Risk Review	A biennial (every two years) assessment. The review builds on existing risk inventories and knowledge and identifies ABC/ AML, AT, DP, TC, tax evasion and information management risks in the Business or Function through engagement with business stakeholders and Group SMEs.
IT Solution	Any combination of IT hardware, software, and telecommunications, whether products, applications or services, whether internally or externally provided.

Joint industry advocacy

Representation, together with other industry participants, of industry views in public, to bodies including governments, regulatory agencies and non-governmental agencies.

# Definitions

[ABC/AML, Antitrust, Data Privacy, Trade Compliance] Legal Counsel

A specialist lawyer in Shell Legal who reports to the Group SME for an assigned risk area and undertakes tasks and responsibilities as delegated by that Group SME, including providing advice to all Shell's Businesses and Functions globally.

Manual of Authorities (MOA)

Documented principal delegated authorities which support Shell plc and other Shell companies in the maintenance of a risk-based system of internal controls to ensure that transactions are carried out in accordance with management's authorisation. The MOA tool can be found at [www.moa.shell.com/home/](http://www.moa.shell.com/home/)

Military items

Goods, technology, technical data, or services designed specifically for military use.

Non-Shell operated venture (NOV)

A JV that is not a Shell operated venture. An NOV occurs where the JV: is operated by its own management ("selfoperated"), or another JV participant or one of its affiliates ("other participant operated"); has more than one operator for different assets/activities within the venture ("multiple operators"); or is managed by a third party contractor ("third party operated").

Per diem

A daily allowance, i.e., a specific amount of money allocated to an individual to spend per day, to cover living and travelling expenses in connection with work.

Personal data

Any information relating to an identified or identifiable individual; if the information allows someone, somewhere (even outside Shell) to identify an individual then the data is personal data. Personal data examples include: a person's name, contact information, on-line identifiers such as IP addresses, cookie strings or mobile device IDs that can be used to identify an individual, personal preferences or opinions, employment information, financial information, CCTV images and photographs, or location data. Pseudonymous or encrypted data is still personal data.

## Definitions

Political payment	Any payment to a political party or a payment that will directly or indirectly assist in the defeat or election of a political candidate.
Privacy Impact Assessment (PIA)	Series of questions that the process owner in a Business or Function must answer about the business process and/or IT system to identify: key characteristics of <a href="#">processing personal data</a> by the process owner; the potential impact that the business process and/or IT system may have on data privacy compliance and options for mitigation; what IT and business controls must be implemented to ensure compliance with the requirements of the Manual and Rules as well as local data privacy laws (where applicable).
Privacy notice	A statement communicated to the individual at the moment of collection of personal information and informing the individual on the identity of the <a href="#">data controller</a> , the purposes of <a href="#">processing personal data</a> , the rights of the individual in relation to such processing and other details on <a href="#">processing personal data</a> . For specific requirements regarding the content of <a href="#">privacy notices</a> see: <a href="https://eu001-sp.shell.com/sites/AAFAA5088/Pages/rules-and-requirements/Data-privacy-Informing-ndividualsthrough-privacy-notices.aspx">https://eu001-sp.shell.com/sites/AAFAA5088/Pages/rules-and-requirements/Data-privacy-Informing-ndividualsthrough-privacy-notices.aspx</a>
Processing (of) personal data	Any action performed with <a href="#">personal data</a> by electronic means or in systematically accessible paper-based filing systems such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, transfer, dissemination, making available, alignment or combination, blocking, erasure or destruction.
Record	A subset of information created or received as evidence of a business activity, or required for legal, tax, regulatory or accounting purposes, or of importance to the Shell Group's business or corporate memory. <a href="#">Records</a> may exist on paper, as physical items, as images or be stored in an electronically readable or audible format.

## Definitions

Recusal	The process whereby an individual who is in a decision making or management role (for example a Director of a JV or a member of a Shell Leadership Team – whether at Class of Business or Leadership level) declines to receive CSI and removes himself or herself from the decision making process in relation to competitors.
Re-export	The export from one foreign country to another foreign country after initial export.
Red flag	Term that denotes various indicators and signals, both explicit and implicit, that imply a potential higher ABC, AML, AT, TC, DP or tax evasion risk and may warrant further investigation. Note that red flags are different from risk rating.
Red thread	Red threads are part of the overall process running end-to-end across all chevrons in the Category Management and Contracting Process and represent other functional requirements that impact the Category Management and Contracting Process.
Release	A means of exporting technology or software source code through visual inspection, oral exchanges, electronic exchanges, or application of personal knowledge or technical experience, including the provision of services.
Secondary purpose	Secondary purpose relates to the processing of personal data that is closely aligned to the original processing purpose such as: processing for internal audits or investigations; for the implementation of business controls; for statistical, historical or scientific research; for dispute resolution; for legal or business consulting or insurance purposes.

# Definitions

<b>Sensitive personal data</b>	A special category of <b>personal data</b> that reveal: racial or ethnic origin, political opinions, membership of political parties or similar organisations, religious or philosophical beliefs, trade union membership, physical or mental health, including any opinion thereof, disabilities, genetic code or other genetic data, addictions, sexual orientation or sexual life, criminal offences, criminal records, proceedings regarding criminal or unlawful behaviour, or biometric data (e.g., fingerprints, retinal/facial recognition). Local laws may include additional data types as <b>sensitive personal data</b> ( <b>social security numbers</b> ). In some circumstances, photographs may be considered <b>sensitive personal data</b> when used to identify such information as ethnicity or a health condition.
<b>Shell company</b>	Any company in which Shell plc holds a <b>controlling</b> interest, either directly or indirectly. A <b>Shell company</b> may be wholly owned or a joint venture (JV).
<b>Shell General Business Principles (SGBP)</b>	Describe the Group's core values, its responsibilities and the principles and behaviours by which it does business. The <b>SGBP</b> can be found at <a href="http://www.shell.com/ethicsandcompliance/sgbp">www.shell.com/ethicsandcompliance/sgbp</a> .
<b>Shell Legal</b>	The usual Shell lawyer for the Business or Function, unless this Manual specifies that advice or approval is to be obtained from the relevant SME within <b>Shell Legal</b> .
<b>Shell Operated Venture (SOV)</b>	A JV where a <b>Shell company</b> has been formally designated as the Operator under the terms of the JV documentation.
<b>Shell Shareholder Representative (SSR)</b>	An internal Shell organisational appointment by a Business to govern Shell's investment in a JV on behalf of the ultimate Shell shareholder, Shell plc.
<b>Social investment (SI)</b>	The contribution of skills and/or resources to a host society to provide lasting benefit to the host society and/or the environment and to Shell. <b>SI</b> activities may range from increasing local capacity building skills to supporting national education, health or conservation programmes. <b>SI</b> may be voluntary or required by a host government under a contract.

# Definitions

Social Security Number	A government-issued identifier unique to an individual over the course of their life for the purpose of identifying the individual in a national register and/or providing social security, health, tax and other national benefits or liabilities.
Software	A collection of one or more programs or microprograms fixed in any tangible medium of expression.
Source code	Written code that can be compiled into object code.
Sponsorship	A form of advertising to promote the Shell brand in which Shell offers funding to a company, association or other institution in return for a range of promotional opportunities.
Staff	All Shell employees, <a href="#">contract Staff</a> and secondees in every <a href="#">Shell company</a> .
Technical Classification Experts (TCE)	<a href="#">Technical Classification Experts</a> are a network of resources within the Business or Function providing technical classification support and advice, including responsibility for assigning an <a href="#">ECCN</a> or other <a href="#">export</a> classification for an <a href="#">item</a> . See <a href="http://www.shell.com/ethicsandcompliance/contacts/sme/contacts.html">www.shell.com/ethicsandcompliance/contacts/sme/contacts.html</a> for a list of TCEs.
Technology	Specific information necessary for the development, production, or use of a product. <a href="#">Technology</a> can take the form of technical data or technical assistance.
Third party	Any entity (including both legal entities and other forms of organisation or individuals) with which Shell interacts but which is not part of the Shell Group of companies. This includes entities engaged in trade, including <a href="#">competitors</a> , suppliers and customers; JVs in which Shell does not have a <a href="#">controlling interest</a> (whether Shell is the operator or not); individuals (excluding Staff); business and government agencies; <a href="#">trade associations</a> and similar industry bodies; and external consultants and external advisers who are not <a href="#">contract staff</a> .

# Definitions

Trade association	<p>Any organisation irrespective of what it is called, where <a href="#">competitors</a> or potential <a href="#">competitors</a>, may come together to engage in one or more of the following activities: <a href="#">joint advocacy</a> that aims to influence legislation, regulation or public policy; sharing industry best practices related to safety, environmental, technical or commercial activities; setting of standards, including technical standards or other standard terms and conditions (including industry or joint commercial terms and conditions); industry benchmarking activities; or market data collection.</p> <p>For guidance, such organisations that meet the definition above may be referred to with names such as “Industry Association”, “Trade Association”, “Industry Roundtable”, or “Industry Working Group”, “Coalition”, “Alliance”, “Forum”, “Platform”, “Think Tank”, “Multi-Stakeholder Partnership” or “Joint Industry Project”.</p>
Trade compliance programme effectiveness review	<p>An assessment to identify the specific trade compliance risks associated with a Business or Function. Risks must be supported by appropriate metrics. Any risks must also identify the internal controls, processes, and procedures in place to mitigate such risks.</p>
Trade compliance laws	<p>Laws and regulations regulating the flow of <a href="#">items</a> across national boundaries, including regulations or sanctions restricting trade and other activities with specific countries, persons or entities. For the purposes of this Manual, <a href="#">trade compliance laws</a> do not include controls or restrictions on the <a href="#">export</a> of data related to the exploration of natural resources, or regulations requiring registration or licensing of hazardous substances subject to controls managed by HSSE.</p>
Trade Compliance Manager (TCM)	<p>The <a href="#">Trade Compliance Manager</a> provides support and oversight of the development, implementation and day-to-day operation of a trade compliance programme that meets the TC requirements in the Manual.</p>
Trade Compliance Sponsor	<p>An EC-1 level manager</p>
Transfer (of personal data)	<p>Disclosure of <a href="#">personal data</a> in any form, electronic or printed, including remote access.</p>

Ultimate consignee

The person or entity identified on shipping documents that has a legal right to claim the goods at the destination. Generally, this party may be the purchaser or end-user.



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