

# Client for Contractors (C4C) Security Agreement - Standard

Version 2.2

03 July 2011

## Version Control

### Scope

This document is the standard security agreement for C4C. It is to be agreed between the contractor company and Shell as part of the C4C company registration process.

### Version History

**Note:** This document is an exact replica of document: CleanupdatedC4CSept141.doc

Number	Revision Date (dd/mm/yyyy)	Revision Description
1.0	14 September 2008	Finalised document
2.0	21 December 2010	Finalised document
2.1	26 January 2011	
2.2	03 August 2011	Added definition for - "Person" into section Article 1 – Definitions.

## **Assumptions**

It is required that a commercial agreement is already in place covering the supply of professional services from company to Shell which has been signed by the company. This agreement is an addition to that. If this commercial agreement is not in place, this agreement cannot proceed.

It is assumed that there is an existing signed non disclosure or confidentiality agreement or that the Statement of Work (SoW) pursuant to which services are provided to Shell contains provisions designed to protect Shell confidential information.

It is assumed that Shell has shared with contractor company the Shell Investigation Principles, to be downloaded from

[http://sww.shell.com/audit/business\\_integrity\\_department/H8882\\_SIA\\_IP\\_Leaflet\\_5\\_HR1.pdf](http://sww.shell.com/audit/business_integrity_department/H8882_SIA_IP_Leaflet_5_HR1.pdf) and its employees will perform work for Shell in line with the Shell General Business Principles and Code of Conduct:

[http://www.shell.com/home/content/aboutshell/who\\_we\\_are/our\\_values/code\\_of\\_conduct/](http://www.shell.com/home/content/aboutshell/who_we_are/our_values/code_of_conduct/)

**Parts in blue only to be used if or to the extent applicable. Please review and DELETE footnotes & instructions and amend as instructed prior to sending the template to a supplier.**

## **Client for Contractors (C4C) Agreement between**

**\_\_\_\_\_**  
**and**

**Shell \_\_\_\_\_**

Contract Number: **###**

**This should be the same number (or relating), as the underlying commercial agreement, as this agreement must be managed together with the commercial agreement. Note: please ensure that on termination of the commercial agreement, the (physical) connection to Shell's network/systems will be terminated as well**

**Preferable the commercial agreement is signed together with this agreement.**

**Please keep the following Note for Supplier when first sending the agreement to the Supplier. The wording should be deleted in the execution copy though.**

### **Note for Supplier**

**Please note that persons not employed by the Shell contracting party are acting solely as advisors to the Shell contracting party and all decisions in connection with this contract are subject to ratification and agreement by such Shell contracting part**

This Client for Contractors Agreement dated ..... is made between:

(1) Shell..... having its principal place of business at .....  
(referred to as "Shell") and

(2) .....having its principal place of business at .....  
(referred to as "Contractor ")

Whereby Shell has agreed to grant Contractor access to the Shell network, or specified parts thereof.

## **Article 1 – Definitions**

### **"Affiliate"**

means, in reference to a Person, any other Person which: (i) directly or indirectly controls or is controlled by the first Person; or (ii) is directly or indirectly controlled by a Person which also directly or indirectly controls the first Person; and for the purposes of this definition, a Person shall control another Person if such Person has the power to direct or cause the direction of the management and policies of the other Person, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise.

**"Affiliate of Shell"** means any Affiliate of Royal Dutch Shell plc.

**"Agreement"** means this C4C agreement, including Schedule 1 and all documents referred to therein and any amendment in writing as may be subsequently agreed by the Parties.

**"Applicable Law"** means in relation to any Person, property or circumstance, statutes (including regulations enacted thereunder); judgments and orders of courts of competent jurisdiction; rules, regulations and orders issued by government agencies, authorities and other regulatory bodies; and regulatory approvals, permits, licenses, approvals and authorizations; which are applicable to such Person, property or circumstance.

**"Authorised User(s)"** means the Contractor Personnel, approved in accordance with Article 4, who may access the Shell IT Facilities and/or the Customer IT Equipment in order to provide the Services under the Original Contract

**"Authorised User(s) Application"** means the application which Contractor shall submit to Shell in the event Supplier Personnel requires access to the Shell IT Facilities and/or Shell IT Equipment, all as further described in Article 4.

**"Contractor"** means the Contractor Company who is the "Contractor" under the Original Contract .

**"Contractor Personnel"** means any individual supplied by Contractor, whether directly or indirectly, and assigned to work in connection with the performance of the Services, whether or not an employee of Contractor.

**"ISO 27001/2"** means a type of information security specification and that is generally recognized as (a series of) IT security standards.

**"HSSE"** means health, safety, security and environment.

**“Means of Identification and Authentication”** means the means provided by Shell to Contractor and/or Authorised Users used to identify and authenticate such Authorised User, such as (but not limited to) a user-id and password or a smart card.

**“Shell IT Equipment”** means those items of equipment, machinery components, instruments and accessories, together with any documentation being provided by Shell (and/or other Shell Affiliates as the case may be), as specified in the Schedule 1 of this Agreement.

**“Shell IT Facilities”** means those applications, services, network connections, communications together with any documentation and any other facilities being provided by Shell (and/or other Shell Affiliates as the case may be) as specified in the Schedule 1 of this Agreement.

**“Original Contract”** means the existent valid contract signed between Contractor and Shell covering the supply for services from Contractor to Shell.

**“Parties”** means Shell and Contractor collectively.

**“Person”** means any individual, partnership, limited partnership, firm, trust, body corporate, government, governmental body, agency or instrumentality, unincorporated body of persons or association.

**“Virus(es)”** include, but are not limited to, any and all malignant, virulent programs, codes and/or unauthorized mechanisms that could infect, manipulate, modify, deny and/or inhibit the operation of IT facilities and/or IT equipment and includes, but is not limited to, network worms, Trojan horses, and logic bombs.

**“VLAN”** means Shell wireless service.

**“VPN”** means virtual private network.

## **Article 2 – Agreement and Precedence**

**2.1** This Agreement requires that and is conditioned on the existence of a valid contract covering the supply of professional services from Contractor to Shell. The contract covering the provisioning of supply from Contractor to Shell with reference [.....] and dated [.....] is herein referred to as: “Original Contract”. The Agreement is simply an addition to the Original Contract with the specific terms and conditions for C4C (herein also referred to as “C4C service”), and shall be without prejudice to Contractor’s obligations under the Original Contract. In case of a conflict or ambiguity between the terms of the Original Contract and the terms of the Agreement, this Agreement shall take precedence including any and all references to IT security clauses in the Original Contract or any other existing contracts with Shell and or other Affiliates of Shell. Any breach of this Agreement by Contractor and/or Contractor Personnel shall accordingly constitute a breach of the Original Contract.

**2.2** The following clauses are applicable to the utilization by Contractor Personnel of the IT Facilities and /or Customer IT Equipment made available by Shell in so far as is necessary for Contractor to provide the Services (under the Original Contract).

## **Article 3 – General Principles**

**The following principles shall govern this Agreement:**

- (a) IT equipment used to process and store Shell data (for the purpose of this Agreement this shall include all data of or in connection with Shell and/or Affiliates of Shell) must be managed in compliance with the ISO 27001/2 or an equivalent security standard and any additional controls as advised by Shell from time to time.
- (b) The capabilities and functionality provided by VPN technology or any other relevant technology as detailed in this Agreement shall only be used by the Contractor, and shall not allow access by third parties to information, technology and assets that belong to Shell.
- (c) The Contractor shall implement a high-level control framework for security management
- (d) Contractor must retain evidence of IT processes or tools and, upon Shell request, provide insight in compliance.
- (e) The Contractor should ensuring adequate protection of the assets (including as appropriate any Shell IT Equipment and/or Shell IT Facilities) and any Shell Data.

#### **Article 4 – Authorised Users**

Contractor may nominate Contractor Personnel as an Authorised User who, in so far as is necessary for Contractor to provide the Services, to access and/or use the Shell IT Facilities and/or Shell IT Equipment. Contractor shall submit to Shell, for approval at Shell's sole discretion, a signed Authorised User application (in a similar form as set up in Schedule 1 III), as provided in the Original Contract. Upon completion of the training and instructions as described in the Original Contract, the Contractor Personnel, who have been approved by Shell as Authorised Users, shall be issued a Means of Identification and Authentication by Shell in accordance with the details set out in the Original Contract.

#### **Article 5 – Minimum Requirements**

**Contractor shall, as a minimum, comply with the following:**

- (i) Contractor shall implement solutions and service changes that comply with subsequent releases of the ISO 27001/2 or other equivalent information security standards and to the Shell specific additional controls.
- (ii) Contractor will ensure Shell data at rest or in transit is at all times segregated from the data of the Contractor's other clients or third parties with which the Contractor has a business relationship.
- (iii) Contractor will ensure that all and any of its sub-contractors comply fully with the requirements herein specified
- (iv) Contractor will ensure that, in the event of any security incident they shall isolate all systems and infrastructure containing Shell data immediately in such a way as to minimise loss or damage to Shell data, systems or components and minimise the overall business impact of the incident to Shell
- (v) Contractor shall maintain clear guidelines and policies for disciplinary action (or similar) associated with breach of security policies, and shall operate an effective security education program for their staff on a continuous basis
- (vi) Contractor shall notify Shell in advance of any material changes to the Contractor's information security strategy, policies, operational standards or procedures and shall obtain Shell written agreement to such changes before they are implemented

- (vii) Contractor shall maintain accurate and up-to-date records of all software owned by or distributed by Shell, and issued hereunder and shall control and use such software only in accordance with Shell instructions
- (viii) Contractor shall ensure that their computer at all times runs a version of the Windows operating system for which Microsoft actively provides security patches and that these patches are installed.
- (ix) Contractor shall ensure that their computer/ assets at all times run up to date anti-virus software and a personal firewall and a process for maintaining it.
- (x) Contractor shall ensure that Shell data classified as Most Confidential data shall not be accessed or stored through (the use of) the C4C service.
- (xi) Contractor agrees and shall ensure that Contractor Personnel uses any public or third party managed email accounts in connection with the C4C service solely for purposes of the performance of the Original Contract and furthermore shall notify any Shell staff receiving messages from such account(s) are aware that such messages are provided in Contractor's and Contractor Personnel's professional capacity.

## **Article 6 – Access and/or Use of IT Systems and Resources**

**6.1** Contractor shall access the Shell environment via their own computer, personal or company, or Workstation for the purpose of executing and fulfilling the scope of work agreed between Shell and Contractor. Shell systems/ network will be maintained by Shell and third party suppliers engaged by Shell. Shell will retain authority for approval and control of all Shell data and/or access rights/ IT privileges. Contractor concurs that Contractor (staff's) email addresses may be added to the Shell global address list.

**6.2** Contractor must enable the Shell VPN directly after connecting their computer to a network. Contractor must make use of the Shell systems and/or Shell IT facilities strictly to the extent required to perform the work in accordance with the requirement of the Original Contract and this agreement and shall not attempt to access any other systems nor attempt in any way to disable or reconfigure any log files or facilities on Shell systems. Contractor must only access the resources made available to them on the 'Client for Contractors' web portal accessible via the Shell SSL/VPN [http://sww.shell.com/it/consumer/desktop/products\\_services/optional/remote\\_access/client\\_f\\_or\\_contractors/](http://sww.shell.com/it/consumer/desktop/products_services/optional/remote_access/client_f_or_contractors/). Contractor will be only given access to those parts of the network as is reasonably required for the work for which they have been engaged by Shell, and as may be separately advised.

The use of a direct LAN connection should be avoided where possible. When in a Shell office, users should preferably connect via Shell wireless service or VLAN, if available.

**6.3** The availability of Shell helpdesk support is limited to access technology and shall be provided in English. Shell will support and maintain custom applications only. For purposes of carrying out work under this agreement, the connectivity between Shell and Contractor shall be provided either through (a) internet access, or (b) on Shell premises.

## **Article 7 – Connection Restrictions**

Contractor shall not modify or add to the Shell IT Facilities and/or Shell IT Equipment or connect such Shell IT Facilities and/or Shell IT Equipment to any other network, facilities and/or equipment without the prior written approval of Shell. Contractor shall ensure that any other party connected to Contractor's network shall not gain access, directly or indirectly, to

the Shell IT Facilities and/or Shell IT Equipment or any other Shell facilities or equipment (and/or other Shell Affiliates' facilities or equipment as the case may be) whether specified in the Supply Order or not, without the prior written approval of Shell.

### **Article 8 – Indemnity and Warranty**

Shell makes no representations, extends no warranties of any kind, either express or implied, accepts no liability, and assumes no responsibilities whatsoever with respect to fitness for a particular purpose, merchantability, non-infringement, suitability, accuracy and/or completeness of the Shell IT Facilities and/or Shell IT Equipment or any information accessible through the Shell IT Facilities and/or Shell IT Equipment to the fullest extent permitted by law. Shell extends no warranty concerning the results or effects obtained through the use of the Shell IT Facilities and/or Shell IT Equipment. Shell also does not guarantee that the access to the Customer IT Facilities and/or Customer IT Equipment will not be interrupted or error free.

### **Article 9 – Compliance and Security**

**9.1** Contractor shall ensure, at its own cost and expense, that its staff performing the work under the Original Contract always complies with the terms and conditions of this agreement including, if applicable, the requirements of the ISO 27001/2 or another security framework. Contractor shall furthermore comply with the Shell requirements

**9.2** Contractor shall develop, implement and maintain a set of processes designed to maintain appropriate information security requirements, including a process to manage and remedy temporary situations of non-compliance only in so far and to the extent necessary to reasonably assess Contractor's compliance with the requirements of this agreement.

### **Article 10 – Security Incident Management Procedures**

**10.1** Contractor must report to Shell in a readily-accessible format and without delay, all security incidents; suspected incidents; near-misses; suspected near misses; anomalies; contact by law enforcement, regulatory or security authorities; and civil injunctions or search orders. For these purposes, a '**security incident**' is defined as a successful or unsuccessful attempt to access, use, steal, disclose, modify or destroy information and interference with or misuse of information process infrastructure, applications and data relevant to the Shell contract.

**10.2** Contractor must report to Shell without delay and in detail any incidents or near misses which constitute a potential or actual loss of income, loss or damage to data, loss or disclosure of intellectual property of Shell or damage to Shell's reputation. Contractor must also cooperate with investigations reasonably deemed necessary in case of a suspected incident. Contractor shall nominate a point of contact for security incident management.

**10.3** When developing and using an action plan and escalation procedures for any potential or actual security breaches under the Agreement, Contractor must reasonably collaborate with Shell in the root cause analysis and forensic investigation of the situation at stake.

**10.4** Furthermore, Contractor undertakes to comply with Shell's chain of custody requirements in regard of incidents or investigations under way, and support and facilitate investigations initiated by Shell in accordance with the "Shell Investigation Principles" document, as provided by Shell to Contractor and to be downloaded from the following

link:[http://sww.shell.com/audit/business\\_integrity\\_department/H8882\\_SIA\\_IP\\_Leaflet\\_5\\_HR1.pdf](http://sww.shell.com/audit/business_integrity_department/H8882_SIA_IP_Leaflet_5_HR1.pdf)

**Article 11 – Rights in the (Client) Software**

Shell may download or allow use of client software on Contractor’s computer(s) in order to enable C4C as described herein. Shell does not accept any liability for the installation and running of this software and/or C4C in general. The Intellectual Property Rights will remain at all times with Shell, or Shell will hold a license for such software that allows Shell to provide this software to Contractor and otherwise assumes responsibility for Contractor’s use of the software under the Agreement and including, for clarity purposes, any (alleged) third party infringements claims made against Contractor in respect of such use. Contractor must ensure to only use the software that Shell provides in connection with and for purposes of the work for Shell under the Original Contract, and shall not to distribute such software (see above)

**Article 12 – Export Controls and Encryption**

**12.1** The software that Shell provides to Contractor is of "U.S. origin", which means that there are special restrictions which limit who can download it, and where it can be used. Shell will provide export control details on request. Contractor must be fully aware of the US and EU Export Control regulations and must comply with all relevant regulations.

**12.2** Contractor must advise Shell on whether anyone among Contractor Personnel is a national of, or located in, the U.S. Generally Embargoed Country" (GEC) or "Highly Restricted" country. The software provided by Shell cannot be used in any of these countries, nor can it be used by nationals of any of these countries. The list of countries and regulations thereof are subject to change, and Contractor must ensure to be up-to-date and aware of any changes to these regulations. Should Contractor have any uncertainty with regards to the impact of these regulations, or suitability to use the software provided, Contractor must consult Shell immediately.

**12.3** The software provided by Shell contains encryption functions. Various countries have laws on importing and using encryption. It is the responsibility of the Contractor at all times to take measures to ensure compliance with these laws. In addition, should Contractor/Contractor Personnel travel with their computers, they must first check that they can take this encrypted software into their destination country before travelling and/or downloading the software. Contractor must not provide any encryption keys to any authorities without first receiving approval from Shell.

**Applicable Law**

This agreement shall be governed by the laws of **[Note: same as in the Original Contract]**.....

Signed by Shell:

Dated:

Signed by Contractor:

Dated:



**Schedule I**  
**IT Facilities, IT Equipment, & Connectivity Details**

*[Instructions: please remove*

- *Please ensure the regarding network, application and/or data owner approves of the access*
- *This Schedule needs to be approved by the Information Security Manager of the Shell business/function]*

**I IT Facilities & IT Equipment**

Customer IT Facilities, data and access purposes

Customer shall provide Supplier with access to the following IT Facility items

*[Specify each separate item of IT Facilities to be accessed and state, per item, the access purpose and whether IT privileges apply (e.g. Admin, root, SuperUser rights etc).*

<b>Item</b>	<b>IT Facilities:</b>	<b>Access purpose:</b>	<b>IT Privileges</b>
1	(e.g. database X)	(e.g. supplier's processing of data stored in database X for the purpose of ...)	Yes/no

Customer IT Equipment, data and access purposes

Customer shall provide Supplier with access to the following IT Equipment items and the following (if applicable) Customer data.

*[Specify each separate item of IT Equipment to be accessed and state, per item, the access purpose and whether IT privileges apply (e.g. Admin, root, SuperUser rights.}]*

<b>Item</b>	<b>IT Equipment:</b>	<b>Access purpose:</b>	<b>IT Privileges</b>
1	(e.g. software application X)	(e.g. supplier's provision of remote support & maintenance)	Yes/no

**II Information Security Regulations**

The following Information Security Regulations shall apply to the access and use of the IT Facilities and/or IT Equipment.

(1) Means of Identification training and restrictions

Prior to the issue of a Means of Identification, Supplier shall provide the Authorised User(s) with all instructions as requested by Customer.

*Smart card, User-ID and password.*

In the event that the Means of Identification is issued in the form of a smart card or a user-ID and password, Supplier shall instruct Authorised Users to:

- (a) not disclose or give their smart card, user-id or password to any other person nor write down their user-id or password;
- (b) not store their user-id or password in any data file (unless such file is encrypted);
- (c) refrain from any action that could allow any person to gain access to their smart card, user-id or password;
- (d) make every reasonable effort to prevent any situation that would allow any person to obtain access to their smart card, user-id or password; and
- (e) adhere to any other instructions that may be provided by Customer.

Upon completion of the instruction and training required herein, each Authorised User will be issued a smart card or user-id and password for their sole use. Such user-id and password may be used only by the Authorised User to whom they were issued and may not be passed on from one Authorised User to another. Third Party shall maintain an up-to-date list of the Authorised Users who have user-ids. Upon issuance of the user-ID and password, the Authorised User will be authorised to access and use the IT Facilities and IT Equipment, subject to the terms set out in the Agreement.

- (2) ..  
*[insert further applicable Information Security Regulations and (if applicable) customer security policies, regulations, requirements and/or other restrictions (including time or frequency restrictions). In case requirements only apply to a specific item, please state the item number it applies to]*

**III Authorised User Application & Training Requirements**

**I Authorised User Application**

Third Party shall complete a form or letter that lists the names of the proposed Authorised Users and specifies the location from which the proposed Authorised User will access the Shell IT Equipment and/or IT Facilities. Third Party's Authorised Representative will sign and submit this application to Shell for Shell's review and approval. Shell, at its sole discretion, may make its approval depended on additional conditions.

The following is an example of the format that may be used:

<u>Names of proposed Authorised Users:</u>	<u>Location of Use by Authorised Users:</u>
e.g. 1) John Doe	Third Party office location/ Amsterdam, the Netherland