

VIRGIN ISLANDS



BY THE GOVERNOR

THE RUSSIA (SANCTIONS) (OVERSEAS TERRITORIES) ORDER, 2020
(AS AMENDED)

GENERAL LICENCE [No. 01], 2023
(Oil Cap Price)

Authority to grant relevant sanctions licence

1. This licence is granted under regulation 64 of the Russia (Sanctions) (EU Exit) Regulations 2019 (“the 2019 Regulations”) as extended to the Virgin Islands with modifications by the Russia (Sanctions) (Overseas Territories) Order 2020 (“the 2020 Order”), both as amended from time to time. The 2019 Regulations as amended, modified and extended to the Virgin Islands are referred to below as the “Russia Regulations”.
2. Any act which would otherwise breach the prohibitions in regulations 46Z9B to 46Z9D of the Russia Regulations is exempt from those prohibitions to the extent required to give effect to the permissions in this Licence.

Definitions

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| “Attestation” means | <p>A document:</p> <ol style="list-style-type: none">a) demonstrating that the Unit Price of the Russian oil to be supplied or delivered, or being supplied or delivered, is or will be at or below the Price Cap, such as an invoice, contract or receipt;b) attesting that the Unit Price of the Russian oil to be supplied or delivered, or being supplied or delivered, is or will be at or below the Price Cap;c) attesting that the Russian oil was purchased pursuant to a Licence issued under Part 4 of Schedule 5 of the Russia Regulations;d) for Tier 3 Providers, which contains a clause within contractual terms and conditions that the Unit Price of the Russian oil to be supplied or delivered, or being supplied or delivered, is or will be at or below the Price Cap. <p>The document in (b) should confirm that:</p> <ol style="list-style-type: none">(i) the attesting party has received and retained Price Information |
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demonstrating that the Unit Price of the Russian oil to be supplied or delivered, or being supplied or delivered, is or will be at or below the Price Cap; or

- (ii) where the attesting party was unable to receive such Price Information, they have instead received an Attestation that the Unit Price of the Russian oil to be supplied or delivered, or being supplied or delivered, is or will be at or below the Price Cap.

If not using the sample Attestation document, the document must also include:

- the name, address and details of both parties involved in the transaction for which the attestation is required;
- the date and signature of the representative of the party to the contract/service;
- detail of the contract/service to which the attestation relates; and
- a statement that the Russian oil was purchased at or below the cap, or purchased under a relevant licence.

Service Providers may seek to use the published sample Attestation document which is an acceptable form of (b).

The document in (c) should be signed and have attached to it a copy of the relevant Licence.

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| <p>“Counterparty” means</p> | <p>A Person with whom an Involved Person is transacting.</p> |
| <p>“Designated Person” means</p> | <p>Any Person designated under regulation 5 of the 2019 Regulations and for the purposes of the Russia Regulations, including any person owned or controlled directly or indirectly (within the meaning of regulation 7 of the Russia Regulations) by such a person.</p> |
| <p>“Involved Person” means</p> | <p>An Involved Person has the meaning given by regulation 70(7) of the Russia Regulations.</p> |
| <p>“Most Recent Transaction” means</p> | <p>Any transaction involving Russian oil from the time the Russian oil is first loaded on to a Ship to the date the Russian oil is offloaded at a Third Country. For the purposes of this Licence Russian oil is offloaded at a Third Country at the point at which the oil passes through customs control in that country.</p> |
| <p>“Person” means</p> | <p>An individual, a body of Persons corporate or unincorporate, any organisation or any association or combination of Persons.</p> |

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| <p>“Price Cap” means</p> | <p>Per barrel: For crude oil [HS code 2709] – USD 60</p> <p>Per barrel for the below commodity codes (“Premium to Crude”) – USD 100</p> <p>2710 12 31 2710 12 41 2710 12 45 2710 12 49 2710 12 50 2710 12 70 2710 12 90 2710 19 11 2710 19 15 2710 19 21 2710 19 25 2710 19 29 2710 19 31 2710 19 35 2710 19 43 2710 19 46 2710 19 47 2710 19 48 2710 19 71 2710 20 11 2710 20 16 2710 20 19</p> <p>Per barrel for all other 2710 commodity codes (“Discount to Crude”) – USD 45</p> |
| <p>“Price Information” means</p> | <p>Information detailing the Unit Price, details as to the Most Recent Transaction (including point of departure and ultimate destination, the Unit Price of the oil at the time of the transaction and the Price Cap at the time of the transaction), and details of the Price Cap at the time of sharing the Price Information.</p> |
| <p>“Relevant Institution” means</p> | <p>A person licensed under the Banks and Trusts Companies Act, Revised Edition 2020, as amended by the Banks and Trusts Companies (Amendment) Act, No. 14 of 2022, to carry on Banking Business.</p> |
| <p>“Relevant Services” means</p> | <p>Services prohibited by regulations 46Z9C to 46Z9D of the Russia Regulations.</p> |
| <p>“Russian oil” means</p> | <p>2709 and 2710 oil and oil products within the meaning given by regulation 46Z9A of the Russia Regulations.</p> |
| <p>“Service Provider” means</p> | <p>A Person providing Relevant Services.</p> |
| <p>“Ship”</p> | <p>Has the meaning given by regulation 46Z9A of the Russia Regulations.</p> |
| <p>“Third Country”</p> | <p>Has the meaning given by regulation 46Z9A of the Russia Regulations.</p> |

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| “Tier 1 Provider” means | A Service Provider who knows or can directly access the Unit Price of the Russian oil to be (or being) supplied or delivered including but not limited to commodities brokers, commodities traders, and importers. |
| “Tier 2 Provider” means | A Service Provider directly interacting with parties with Price Information, who can request and receive the Unit Price of the Russian oil to be (or being) supplied or delivered to/from their customers in the ordinary course of business, including but not limited to financial institutions providing transaction-based trade finance, customs brokers, ship agents. |
| “Tier 3 Provider” means | A Service Provider with no direct access to Price Information, who does not know and cannot access the Unit Price of the Russian oil to be (or being) supplied or delivered. Including but not limited to cargo insurers, flagging registries, insurance brokers, P&I clubs, reinsurers, ship owners, and ship management. |
| “Unit Price” means | Price per barrel of Russian oil. (To be read with the definition of the Price Cap) |
| The “Governor” means | The person holding or acting in the Office of Governor of the Virgin Islands in accordance with section 2 of the Interpretation (Amendment) Act, No. 4 of 2014. |

Price Cap

3. Subject to the exclusions and conditions in this Licence, and provided that no supply or delivery by Ship of Russian oil or Relevant Services are provided to a Designated Person:
 - a. A Person may supply or deliver Russian oil by Ship from a place in Russia to a Third Country or from one Third Country to another Third Country provided that the Unit Price of the Russian oil concerned is at or below the Price Cap.
 - b. A Service Provider may provide Relevant Services to any Person provided that the Unit Price of the Russian oil being supplied or delivered by Ship from a place in Russia to a Third Country or from one Third Country to another Third Country is at or below the Price Cap.
 - c. A Relevant Institution may process payments in relation to the activities authorised by paragraphs 3a and 3b.
4. For the purposes of the permissions in paragraph 3 the date or dates at which a Person must determine whether the Unit Price of the Russian oil is at, below or above the Price Cap is the date of the Most Recent Transaction.
5. For the purposes of paragraph 3, “supply or deliver by Ship” includes any transfer of the goods concerned between Ships on which those goods are being supplied or delivered as specified in that paragraph.

6. Any amendment to the Price Cap takes effect on the date of amendment of this Licence.
7. For the avoidance of doubt, this Licence does not authorise the supply or delivery by Ship of Russian oil at any stage of the journey (including the date at which the oil is loaded or offloaded and passes through customs control) if the Unit Price of the Russian oil is above the Price Cap. This Licence further does not apply to the import of Russian oil or oil products into the Virgin Islands, which is subject to a separate prohibition in the Russia Regulations.

Conditions

8. The permissions in paragraph 3 are subject to the following conditions:
9. In relation to a Tier 1 Provider (“T1”), T1 must, on request, share with any other Person with whom T1 is transacting, for the purposes of the supply or delivery of Russian oil by Ship from a place in Russia to a Third Country or from one Third Country to another Third Country:
 - a. The Price Information of the Russian oil to be supplied or delivered, or being supplied or delivered by Ship; or
 - b. Where 9a is not practicable, an Attestation.
10. In relation to a Tier 2 Provider (“T2”) who is transacting with a Tier 1 Provider, T2 must:
 - a. Prior to completing the transaction or providing services:
 - i. Request from T1 and be in receipt of the Price Information of the Russian oil to be supplied or delivered or being supplied or delivered by Ship from a place in Russia to a Third Country or from one Third Country to another Third Country; or
 - ii. Where 10a(i) is not practicable, request and be in receipt of an Attestation.
 - b. Not proceed with the transaction or provision of services if T1 does not comply with a request under paragraph 10a within 5 working days of the request.
 - c. Undertake appropriate due diligence on T1 (or any associated counterparties) to satisfy themselves, based on the information available, of the reliability and accuracy of any information provided by T1 pursuant to a request in paragraph 10a.
11. A Tier 2 Provider who is transacting with any Person for the purpose of the supply or delivery of Russian oil by Ship from a place in Russia to a Third Country or from one Third Country to another Third Country, must, prior to completing a transaction:
 - a. Request from that Person and be in receipt of the Price Information of the Russian oil to be supplied or delivered or being supplied or delivered by Ship from a place in Russia to a Third Country or from one Third Country to another Third Country; or
 - b. Where 11a is not practicable, request and be in receipt of an Attestation.
 - c. Undertake appropriate due diligence on that Person (or any associated counterparties) to satisfy themselves, based on the information available, of the reliability and accuracy of any information provided pursuant to a request in paragraph 11a and 11b.

12. T2 must, on request, share with any other Person with whom T2 is transacting, for the purposes of the supply or delivery of Russian oil by Ship from a place in Russia to a Third Country or from one Third Country to another Third Country:
 - a. The Price Information of the Russian oil to be supplied or delivered, or being supplied or delivered by ship; or
 - b. Where 12a is not practicable, an Attestation.
13. A Tier 3 Provider (“T3”) who is transacting with any Person for the purpose of the supply or delivery by Ship of Russian oil from a place in Russia to a Third Country or from one Third Country to another Third Country, must, prior to completing a transaction:
 - a. Request an Attestation from that Person stating that for the purpose of the specific transaction or service agreement the Person is engaging in, Russian oil with a Unit Price above the Price Cap will not be carried; or
 - b. Include an Attestation in any contractual obligations operating under this General Licence; and
 - c. On request, provide an Attestation; and
 - d. Undertake appropriate due diligence on that Person (or any associated counterparties) to satisfy themselves, based on the information available, of the reliability and accuracy of any information provided pursuant to a request in paragraph 13a.
14. Any Involved Person who is not a Tier 1, Tier 2 or Tier 3 Provider must obtain a contractual commitment from their client or Counterparty to provide, on request, an Attestation for each transaction involving the supply or delivery by Ship of Russian oil from a place in Russia to a Third Country or from one Third Country to another Third Country. The Involved Person must prior to completing the transaction or services, undertake appropriate due diligence on their client or Counterparty to satisfy themselves, based on the information available, of the reliability and accuracy of the Attestation provided.
15. A Person who purports to act under the authority of this licence but who fails to comply with any condition of the licence commits an offence.

Record-keeping Requirements

16. A Person must keep accurate and complete records, readable in English, on paper or electronically, detailing the following:
 - a. a description of the activity taking place under this general licence;
 - b. a description of the nature of any goods, services or funds to which the activity relates;
 - c. the date of the activity or the dates between which the activity took place;
 - d. the value and/or quantity of any goods, services or funds to which the activity relates;
 - e. the Person’s name and address;
 - f. the name and address of any consignee of goods to which the activity relates or any recipient of services or funds to which the activity relates;
 - g. in so far as it is known to the Person, the name and address of the enduser of the goods, services or funds to which the activity relates;
 - h. if different from the Person, the name and address of the supplier of any goods to which the activity relates; and
 - i. where relevant, copies of any Attestation produced or supplied.

17. For Tier 3 Providers providing insurance or other periodic services, these records may capture the information from part of their annual insurance policy review, or any other periodic review of service agreements.
18. A Person must keep paragraph 16 records for a period of 4 years beyond the end of the calendar year in which the record was created.
19. A Tier 1 Provider is required to report to Governor's Office each time they undertake activity purporting to be permitted under this Licence within 40 days. Where there are multiple activities undertaken within a 30-day period, this may be submitted as one consolidated report.
20. A Tier 2 or Tier 3 Provider seeking attestation directly from a Tier 1 Provider is required to ask and receive confirmation that the Tier 1 Provider has reported to Governor's Office in compliance with paragraph 19 above. For Tier 3 Providers, this confirmation can be received periodically, in line with the attestation requests outlined in 13a and 13b. For Tier 2 Providers, this confirmation can be received on a quarterly basis. Where they do not receive this confirmation, the Tier 2 or 3 Provider is required to report this to Governor's Office within 60 days and withdraw their services as soon as reasonably practicable.
21. Where a Tier 2 or Tier 3 Provider is transacting with a non-UK Tier 1 Provider, they do not need to receive confirmation of Tier 1 Provider reporting as per paragraph 19, but do need to inform Governor's Office of this situation within 60 days. For Tier 2 Providers, this can be undertaken on a quarterly basis. Tier 3 providers may do this periodically, in line with the attestation requests outlined in 13a and 13b.
22. A Tier 1 Provider must notify Governor's Office of any change to the details provided under paragraph 19.

General

23. The permissions in this licence do not authorise any act which the Person carrying out the act knows, or has reasonable grounds for suspecting, will result in a breach of any part of the Russia Regulations, save as permitted under this or other licences granted under the Russia Regulations.
24. Information provided to Governor's Office in connection with this licence shall be disclosed to third parties only in compliance with the Data Protection Act, No. 3 of 2021.
25. This licence takes effect from 15 December 2022 with regard to 2709 oil and oil products and from 5 February 2023 with regard to 2710 oil and oil products and is of indefinite duration.
26. The Governor may vary, revoke or suspend the use of this licence at any time.
27. The Russia (Sanctions) (Overseas Territories) Order, 2020 General Licence [No. 1], 2022 (Oil Cap Price) is revoked.

Signed:



The Governor of the Virgin Islands (or nominee)

20th December 2022.

Amended on 17th March 2023