

# RM6194 BOS Order Form Template

## Order Form

**CALL-OFF REFERENCE:** PR 2023 126

**THE BUYER:** Crown Prosecution Service

**BUYER ADDRESS:** 102 Petty France, London, GB, SW1H 9EA

**THE SUPPLIER:** Oracle Corporation UK Limited

**SUPPLIER ADDRESS:** Oracle Parkway, Thames Valley Park, Reading, Berkshire RG6 1RA

**REGISTRATION NUMBER:** 01782505

**DUNS NUMBER:** 29-160-1524

**SID4GOV ID:** N/A

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Services and Deliverables as described in this Order Form.

It is issued under the Framework Contract with the reference number RM6194 for the provision of Back Office Software.

### CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms.
2. Joint Schedule 1(Definitions and Interpretation) RM6194
3. The following Schedules in equal order of precedence:
  - Joint Schedules for **RM6194**
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for **RM6194**
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - Call-Off Schedule 20 (Call-Off Specification)
    - Call-Off Schedule 23 (Supplier-Furnished Terms)
4. CCS Core Terms (version 3.0.10)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6194

Framework Ref: RM6194

Project Version: v1.0

Model Version: v3.0

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**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
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No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

**CALL-OFF SPECIAL TERMS**

N/A

**ORDER FORM DATE**

This order is valid through **29-Dec-2023**, and shall become binding upon execution by the Buyer and acceptance by the Supplier.

**CALL-OFF START DATE**

The date that the Buyer is issued access that enables it to activate the Services as set out in Call-Off Schedule 20, B. DELIVERABLES - Renew/Extend Term: 5-Jan-2024 to 27-Jan-2027.

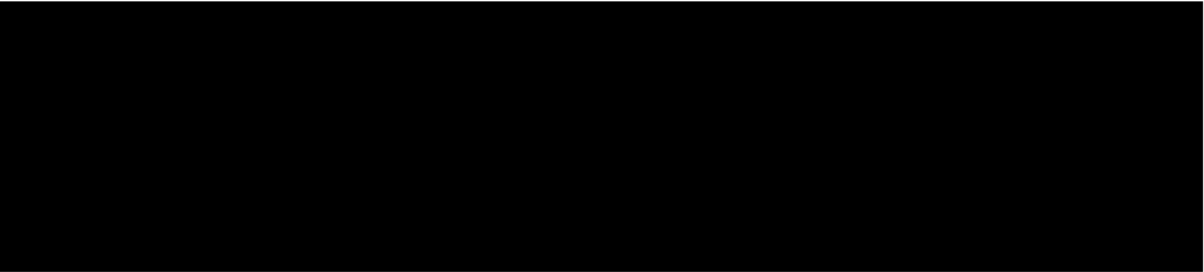
**CALL-OFF EXPIRY DATE**

**36.74 months** from the Call-Off Start Date.

**CALL-OFF DELIVERABLES**

Subject to the "Deliverables Commercial Parameters" as attached as Annex A to this Order Form ("**Annex A**") and Part A of Call-Off Schedule 20 (Call-Off Specification), Call-Off Deliverables are as detailed in Part B of Call-Off Schedule 20 (Call-Off Specification) in accordance with Call-Off Schedule 23 (Supplier Furnished Terms).

The Services Period for the Services commences on the Call-Off Start Date. If no specific date is specified above, then the "Call-Off Start Date" for each Service will be the date that the Buyer is issued access that enables the Buyer to activate the Buyer Services.



**CALL-OFF CHARGES**

Fee Description	Net Fee (£)
Cloud Services Fees	£375,000.00
<b>Net Fees</b>	<b>£375,000.00</b>
<b>Tax</b>	<b>£75,000.00</b>
<b>Total Fees</b>	<b>£450,000.00</b>

The Buyer agrees to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on the Supplier's income.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

**REIMBURSABLE EXPENSES**

Not applicable

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Model Version: v3.0

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**PAYMENT METHOD**

**1. Payment Terms**

- a. Net thirty (30) days from invoice date.
- b. The Buyer may only retain or set off any amount owed to it by the Supplier against any amount due to the Supplier under this Call Off Contract. The Buyer's right to retain or set-off amounts owed to it shall only apply where the Supplier has agreed that the amount is owed or the Buyer have a binding court judgment to that effect. Otherwise, fees payable shall be paid in full and all other rights of set-off whether at common law or otherwise in favour of the Buyer are excluded.

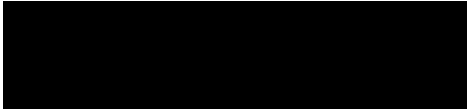
**2. Payment Frequency**

- a. Quarterly in arrears.

**BUYER'S INVOICE ADDRESS**

102 Petty France, London, GB, SW1H 9EA

**BUYER'S AUTHORISED REPRESENTATIVE**



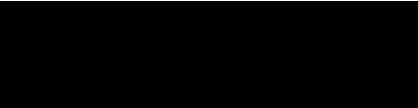
**BUYER'S ENVIRONMENTAL POLICY**

Not Applicable.

**BUYER'S SECURITY POLICY**

Not Applicable as described in section 11.11.7 of Call-Off Schedule 23 (Supplier Furnished Terms).

**SUPPLIER'S AUTHORISED REPRESENTATIVE**



**SUPPLIER'S CONTRACT MANAGER**

Same as stated above in the Supplier's Authorised Representative section.

**PROGRESS REPORT FREQUENCY**

Not applicable.

**PROGRESS MEETING FREQUENCY**

Not applicable.

**KEY STAFF**

Not applicable.

**KEY SUBCONTRACTOR(S)**

It is agreed that elements of the Services may be sub-contracted to Supplier Affiliates from time to time. Supplier also reserves the right to (i) sub-contract elements of the Services to non-Affiliate third parties and (ii) appoint Sub-Processors subject to and in accordance with the provisions set out in Call-Off Schedule 23 (Supplier Furnished Terms).

**COMMERCIALLY SENSITIVE INFORMATION**

No.	Date	Item(s)	Duration of Confidentiality
1	Any	Pricing (except to the extent that this has to be disclosed in the OJEU contract award notice or to comply with the UK governments' transparency agendas) especially the way in which the Supplier has arrived at the aggregate contract price, any information revealing the different constituent elements of the aggregate contract price, day rates. Information relating to the Supplier's costs. Information as to the proposed level of discounts offered.	Contract term + 5 years
2	Any	The Supplier's (or any member of the Supplier's group's) intellectual property. All information that is not in the public domain relating to the Supplier's (or any member of the Supplier's group's) intellectual property rights, solution design and methodologies including all templates, method statements, workshop agendas, detailed implementation plans and resourcing profiles. Any product or service roadmaps relating to potential future developments.	Indefinitely
3	Any	Information relating to product or service performance or vulnerabilities including security vulnerabilities. Any test results.	Indefinitely
4	Any	Information not in the public domain relating to the Supplier group's business or investment/divestment plans, financial standing.	Indefinitely
5	Any	Information not in the public domain relating to any litigation or disputes that the Supplier group is a party to.	Indefinitely
6	Any	Details of the Supplier's suppliers, partners and sub-contractors and technology used to provide the Services (including all information relating to Key Subcontractors).	Indefinitely
7	Any	Personal data relating to the Supplier's members of staff and anybody else working on the contract. Terms and conditions of employees.	Indefinitely
8	Any	Details of the Supplier's insurance arrangements.	Indefinitely

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

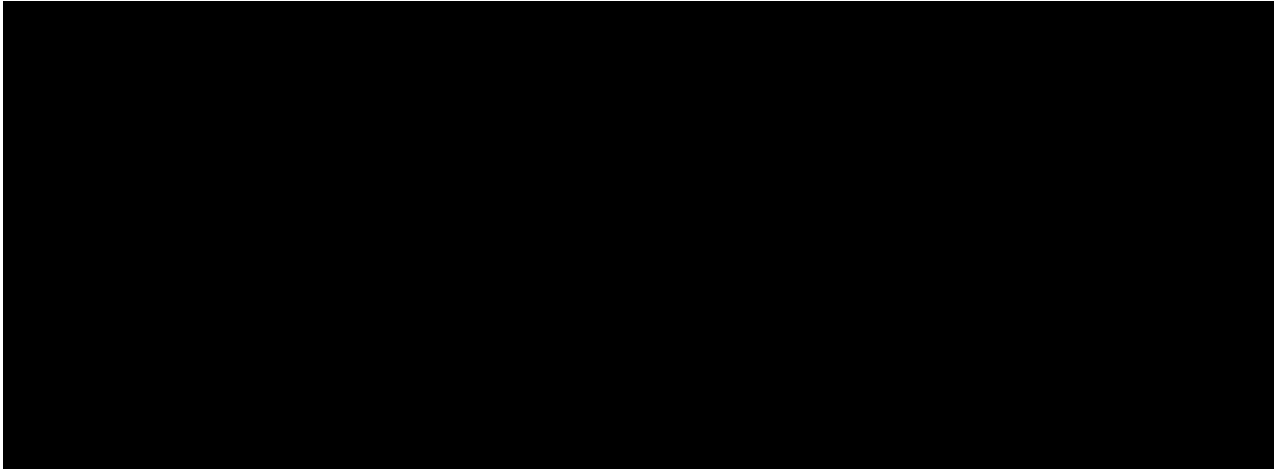
**SOCIAL VALUE COMMITMENT**

As soon as reasonably practicable, the Supplier will prepare and maintain a social value delivery plan ("Social Value Delivery Plan") setting out certain social value objectives in connection with this Call-Off Contract.

The social value objectives may focus on the following areas:

Victims of crime and witnesses;  
Rehabilitation of offenders;  
Rape and serious sexual offences (RASSO).

The Social Value Delivery Plan is subject to change and may be updated by Supplier from time to time during the Call-Off Term.



## Order Form Annex A

### Deliverables Commercial Parameters

References in Schedule to “Supplier”, “Oracle” “we,” “us,” or “our” are references to Oracle Corporation UK Limited and references to “Buyer”, “You”, “Your” are to the Buyer identified in the Order Form. Any capitalised terms not defined below in this Annex A shall have the meaning ascribed to them in Call-Off Schedule 23 (Supplier Furnished Terms):

#### 1. Continuous Improvement / Change In Law

Subject to section 1.2 of Call-Off Schedule 23 (Supplier Furnished Terms), updates and enhancements to the Services and Deliverables that are made generally available by us to our customers at no additional charge to their ongoing recurring charges shall be similarly provided to the Buyer at no increase in the Charges. Where, (i) pursuant to the Supplier’s Continuous Improvement obligations set out in the Call Off Contract, the Supplier proposes a Variation in the Services which is not within the scope of the preceding sentence, or (ii) where there is a change in Law which is not within the scope of the preceding sentence, additional Charges may apply, such additional Charges to be agreed between the Parties as part of the Variation Procedure.

#### 2. Protection of Your Content

2.1. In order to protect Your Content (as defined in section 12 of Call-Off Schedule 23 (Supplier Furnished Terms) provided to the Supplier as part of the provision of the Services, the Supplier will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <http://www.oracle.com/us/corporate/contracts/cloud-services/index.html>.

2.2. To the extent Your Content includes Personal Data, the Supplier will furthermore comply with the following:

2.2.1. the relevant the Supplier’s privacy policies applicable to the Services, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and

2.2.2. the applicable version of the Data Processing Agreement for the Services (the “Data Processing Agreement”). The version of the Data Processing Agreement applicable to this Order Form (a) is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing> and is incorporated herein by reference, and (b) will remain in force during the Call Off Contract Period. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Supplier privacy policies), the terms of the Data Processing Agreement shall take precedence.

2.3. The Buyer is responsible for (a) any required notices, consents and/or authorisations related to the Buyer’s provision of, and our processing of, Your Content (including any Personal Data) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including, without limitation, any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by the Buyer or the Buyer’s Users of the Services in a manner that is inconsistent with the terms of the Call Off Contract. To the extent the Buyer discloses or transmits Your Content to a third party, the Supplier is no longer responsible for the security, integrity or confidentiality of such content outside of the Supplier’s control.

2.4. Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on the Supplier in addition to or different from those specified in the Service Specifications. If available for the Services, the Buyer may purchase additional services from us (e.g., the Supplier’s Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to such sensitive or special data the Buyer seeks to include in Your Content.

### **3. Standards and Accreditations**

It is acknowledged by the Buyer that the Supplier has in place its own security plan, which has been prepared with Good Industry Practice and that this is sufficient to meet Your requirements and the requirements of the Call Off Contract in this respect. Compliance with the specific requirements of Your own Security Policy is not therefore required and would be impractical for a standard service offering. Oracle currently has Cyber Essentials Certification for Oracle Cloud Infrastructure, Oracle SaaS and Oracle University. For all other services ordered under a Call Off Order Form, it is acknowledged by the Buyer that the Oracle's Corporate Security Practices available at <https://www.oracle.com/assets/corporate-security-practices-4490843.pdf> are aligned with ISO 27001 and are regarded as providing sufficient protection. If any additional Standards and Accreditations (including any of those mentioned in Framework Schedules 1 and 9 and Joint Schedule 5) are to apply to the provision of the Services under a Call Off Contract, these must (apart from those required by applicable Law) be explicitly set out in the applicable Call Off Order Form signed on behalf of the parties.

### **4. TUPE and Pension Provisions**

Call-Off Schedule 2 shall be modified in accordance with this Paragraph 4. The Parties do not intend that any of the Buyer's employees and any other person who prior to the commencement of any Services provided the Services or services similar to the Services for or on behalf of the Buyer will become employees of the Supplier or any sub-contractor of the Supplier upon the commencement of any Services pursuant to the Employment Regulations. Furthermore, the Parties do not intend that any Supplier employees and/or any other person who provides the Services for or on behalf of the Supplier will become employees of the Buyer or any Replacement Sub-Contractor pursuant to the Employment Regulations upon termination of the Services (whether in whole or in part). Accordingly, Call Off Schedule 2 Parts C and E are applicable. For the purposes of Part C clause 2 shall be deleted. For the purposes of Part E, no employees should be included on the Supplier's Final personnel List. Accordingly, the provisions of clauses 1.5 to 1.7 of Part E shall not apply. Where the Supplier is the incumbent supplier, Part D shall not apply. The Supplier shall continue to abide by its pension obligations towards its own staff.

### **5. Insurances**

Joint Schedule 3 shall be modified in accordance with this Paragraph 5. It is assumed that no Additional Insurances are required. It is acknowledged and agreed that Oracle retains discretion as to which facts and circumstances related to third parties it decides to notify to insurers and clauses 2, 3, 6 and 7.1 are modified accordingly. It is also agreed that Oracle's sole obligation with regard to confirming the existence of the insurances is to provide, following a request by the Buyer, confirmation of cover as issued by the broker / insurer in question. For the avoidance of doubt, Oracle is under no obligation to notify the Buyer or CCS of any claim affecting any of the insurances which is unrelated to the Buyer. Oracle is also under no obligation to notify the Buyer or CCS of any matter unrelated to the Buyer which might give rise to a claim under any of the insurances maintained by Oracle and clause 7.2 is modified accordingly. It is accepted by the Buyer that not all Oracle insurances have an express 'indemnity to principals' provision.

### **6. Third Party Cloud Services**

6.1. Oracle Fusion Learning Cloud Services purchased under this Order Form include the option to use functionality provided by Akamai Technologies and RChilli Inc. (the "**Third Party Cloud Services**"). Use of the Third Party Cloud Services is disabled for customers in the Oracle Fusion for United Kingdom Government Cloud Service by default but You can request that such services are enabled. If enabled at Your request, You acknowledge that:

6.1.1. any content published or made available through the Third Party Cloud Services or related network:

- (a) will leave the UK;
- (b) may be accessed by non-UK nationals who are not in the UK, do not have SC Clearance and are not subject to UK background checks, and

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- 6.1.2. the Third Party Cloud Services are not certified against either Cyber Essentials or ISO27001 and have not been assessed against the requirements of the Security Policy Framework and the Supplier is not able to confirm that equivalent measures are in place.
- 6.2. If You enable the Third Party Cloud Services, such enablement shall be addressed in accordance with the Variation Procedure to this Call Off Contract.



**Joint Schedule 11 (Processing Data)**

**Status of the Controller**

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA. A Party may act as:

- (a) “**Controller**” in respect of the other Party who is “Processor”;
- (b) “**Processor**” in respect of the other Party who is “Controller”;
- (c) “**Joint Controller**” with the other Party;
- (d) “**Independent Controller**” of the Personal Data where there other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

**Where one Party is Controller and the other Party its Processor**

2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.

3. The Processor shall notify the Controller with undue delay if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.

4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged Processing and the purpose of the Processing;
- (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Personal Data Breach;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (c) ensure that:

## Joint Schedule 11 (Processing Data)

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- (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
    - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
    - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
    - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
  - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
    - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
    - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
  - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
6. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller with undue delay if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Personal Data Breach.
7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11

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(and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
  - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
12. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
  - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
14. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

### Where the Parties are Joint Controllers of Personal Data

16. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11 (*Processing Data*).

## Joint Schedule 11 (Processing Data)

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### Independent Controllers of Personal Data

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. The Parties shall only provide Personal Data to each other:
  - (a) to the extent necessary to perform their respective obligations under the Contract;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
  - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("**Request Recipient**"):
  - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

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25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
  - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
28. Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Joint Schedule 11.

**Annex 1 to Joint Schedule 11 (Processing Data)**

**Annex 1 - Processing Personal Data**

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are as notified to Supplier from time to time in writing.
- 1.2 The contact details of the Supplier's Data Protection Officer are as detailed in the Supplier Privacy Policy at: <https://www.oracle.com/legal/privacy/>
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller in accordance with the Supplier Data Protection Agreement at: <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing>
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
<p><b>Identity of Controller for each Category of Personal Data</b></p>	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li>▪ <i>Personal Information that Supplier processes on the Relevant Authority's behalf for the provision of the services.</i></li> </ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> <li>▪ <i>Not applicable</i></li> </ul> <p><b>The Parties are Joint Controllers</b></p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>▪ <i>Not Applicable</i></li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>▪ <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i></li> <li>▪ <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller.</i></li> </ul>

**Joint Schedule 11 (Processing Data)**

Call-Off Ref: Crown Copyright 2020

<b>Duration of the Processing</b>	Supplier may Process Personal Information during the term of the Call-Off Order and to perform its obligations relating to the return or deletion of such Personal Information, unless otherwise required by applicable law.
<b>Nature and purposes of the Processing</b>	Supplier may Process Personal Information as necessary to perform the Services, including where applicable for hosting and storage; backup and disaster recovery; service change management; issue resolution; applying new product or system versions, patches, updates and upgrades; monitoring and testing system use and performance; IT security purposes including incident management; maintenance and performance of technical support systems and IT infrastructure; and migration, implementation, configuration and performance testing.
<b>Type of Personal Data</b>	In order to perform the Services and depending on the Services the Relevant Authority has ordered, Supplier may Process some or all of the following categories of Personal Information: personal contact information such as name, home address, home telephone or mobile number, fax number, email address, and passwords; information concerning family, lifestyle and social circumstances including age, date of birth, marital status, number of children and name(s) of spouse and/or children; employment details including employer name, job title and function, employment history, salary and other benefits, job performance and other capabilities, education/qualification, identification numbers, and business contact details; financial details; goods and services provided; unique IDs collected from mobile devices, network carriers or data providers; IP addresses and online behavior and interest data.
<b>Categories of Data Subject</b>	Categories of Data Subjects whose Personal Information may be Processed in order to perform the Services may include, among others, Relevant Authority's representatives and end users, such as Relevant Authority's employees, job applicants, contractors, collaborators, partners, suppliers, customers and clients.
<b>Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data</b>	Following any applicable retrieval period, the Supplier will promptly return, including by providing available data retrieval functionality, or delete any remaining copies of Personal Information on Supplier systems or Services environments, except as otherwise stated in the Supplier's Service Specifications or elsewhere in the agreement.

## **Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref: Crown Copyright 2020

### **Call Off Schedule 1 (Transparency Reports)**

1. The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
2. Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
3. If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
4. The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.



## Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref: Crown Copyright 2020

### Annex A to Call Off Schedule 1 (Transparency Reports)

#### Annex A - List of Transparency Reports

It is agreed that no transparency reports are required to be delivered by the Supplier as the Buyer will have access to relevant information through a notifications portal (or a replacement service identified in the Supplier's Service Specifications) (the "**Portal**"). The Portal will provide metrics on the Service Availability Level for Cloud Services that the Buyer purchased under its order.

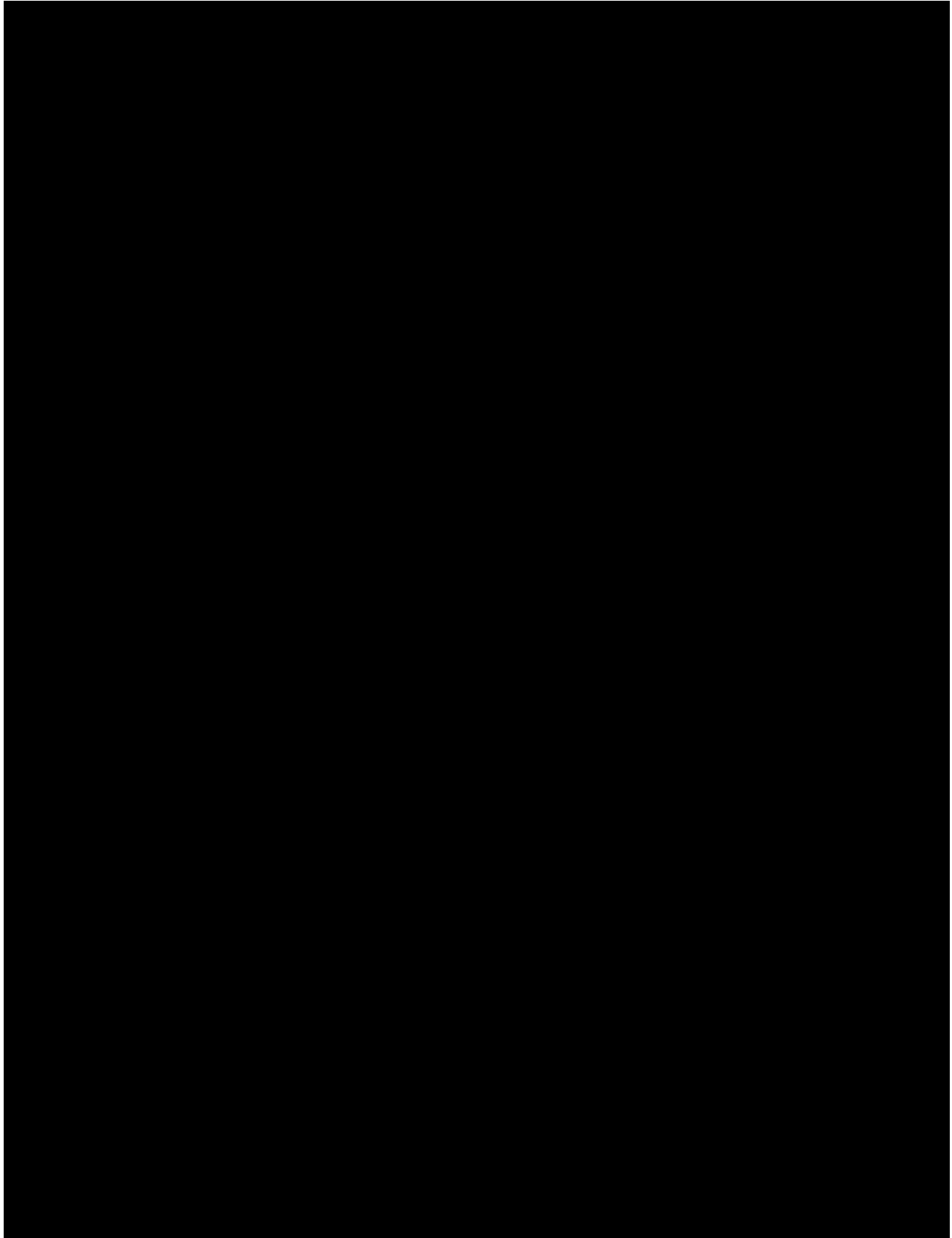
The Buyer will also be able to use the Portal to access other information about the services. The types of information that are published are subject to change but, as at the date of this Order Form, include:

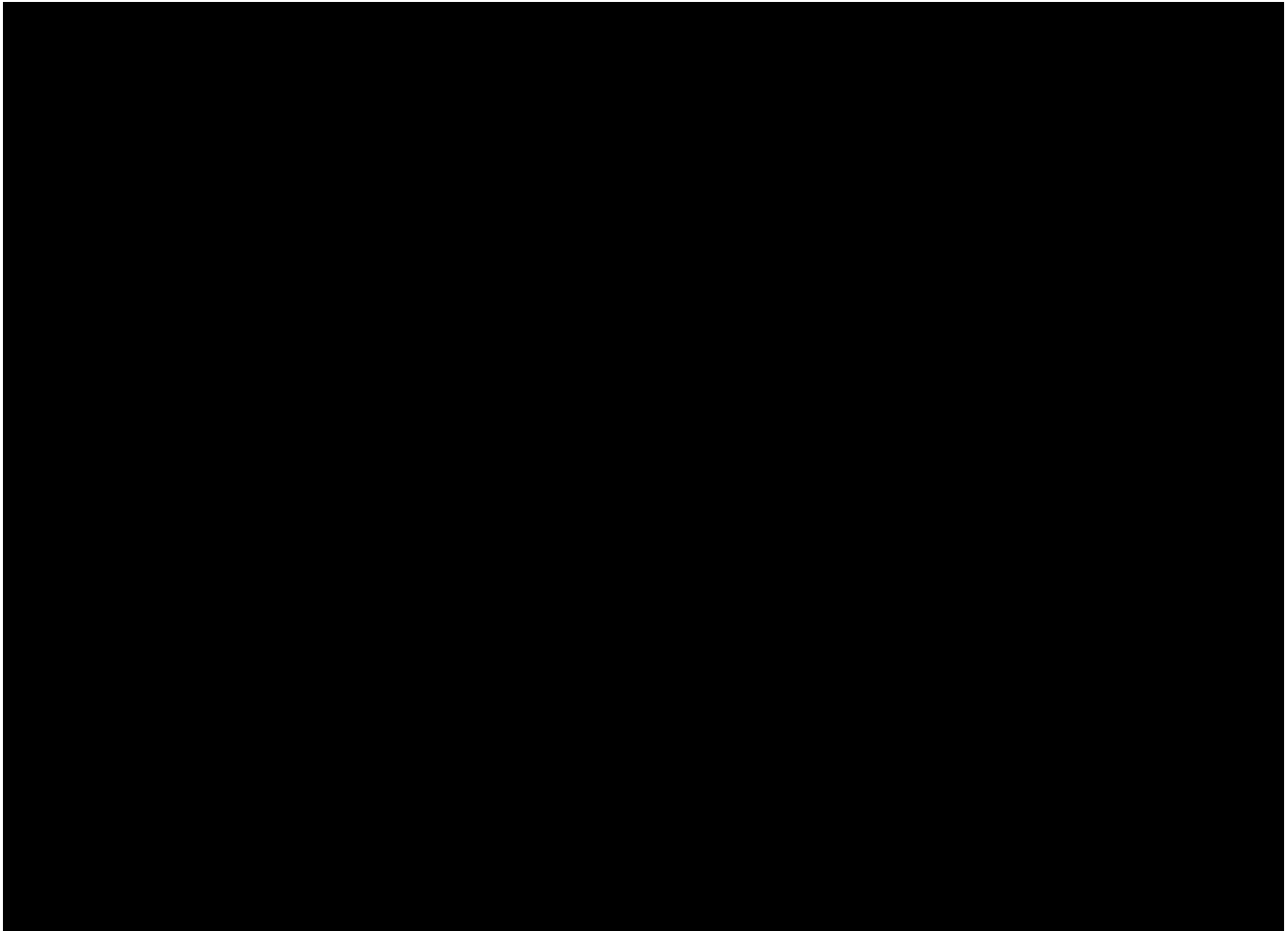
- **Service details** e.g., service status, utilisation & availability,
- **Critical notifications** relating to a customer's Cloud services e.g., maintenance notices, incident notifications & root cause assessment information
- **Reports** relating to a customer's subscribed services e.g., usage metrics, security assurance statements, audit reports, user experience insight reports

For any Cloud Services for which Service Availability Level metrics are not available via the Portal, Supplier will provide such metrics upon receipt of a Service Request submitted by the Buyer to the Supplier requesting the metrics.

Any services information provided by Supplier via the Portal or otherwise will be deemed to be confidential and may be commercially sensitive. Before disclosing any such information to a third party or making such information publicly available, the Buyer must consult with the Supplier and take into account the Supplier's representations relating to such disclosure. Except to the extent required by law, such information will not be published or disclosed without Supplier's prior written consent.

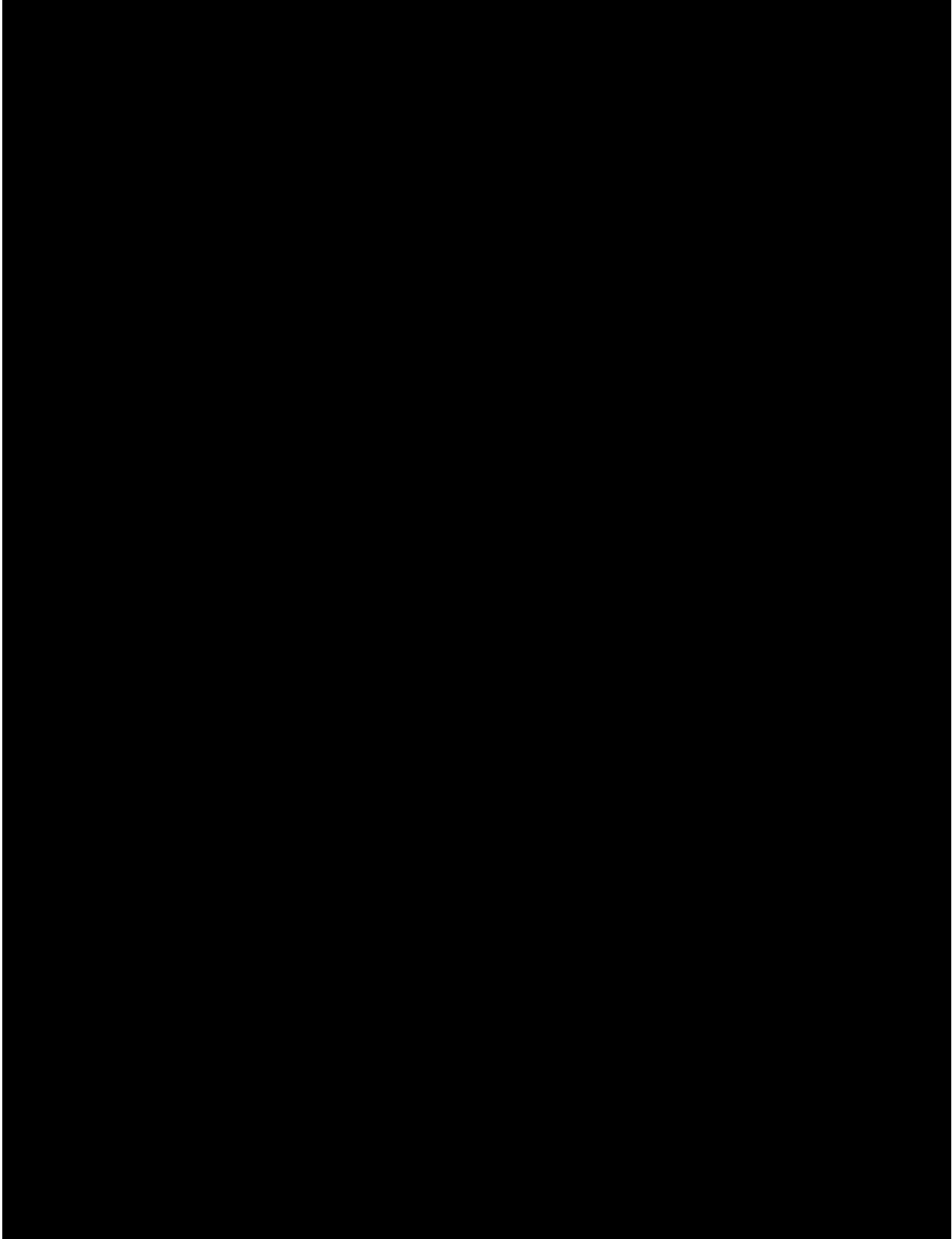
**Call-Off Schedule 15 (Call-Off Contract Management)**





**Call-Off Schedule 15 (Call-Off Contract Management)**  
Call-Off Ref: Crown Copyright 2020

Annex A: Review Meetings



## Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref: Crown Copyright 2020

### Call-Off Schedule 20

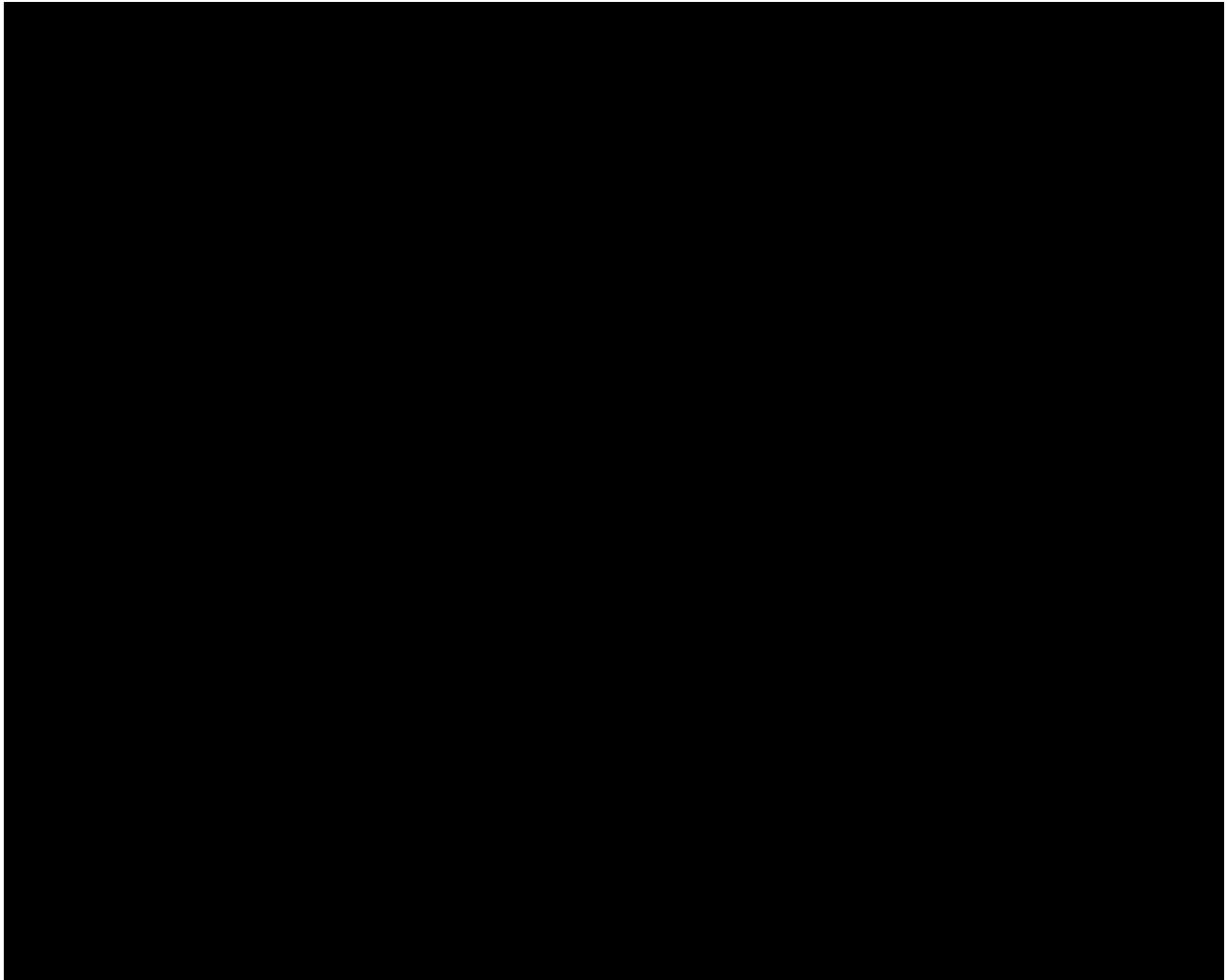
#### Call-Off Specification for CCS Framework RM 6194

This Schedule sets out the characteristics of the Deliverables under this Call-Off Contract. References in Schedule to "Oracle" "we," "us," or "our" are references to Oracle Corporation UK Limited and references to "Customer", "You", "Your" are to the Buyer identified in the Order Form. Any capitalised terms not defined below in this schedule shall have the meaning ascribed to them in Call-Off Schedule 23 (Supplier Furnished Terms).

#### **A. CLOUD SERVICES ORDER FORM SPECIFIC TERMS**

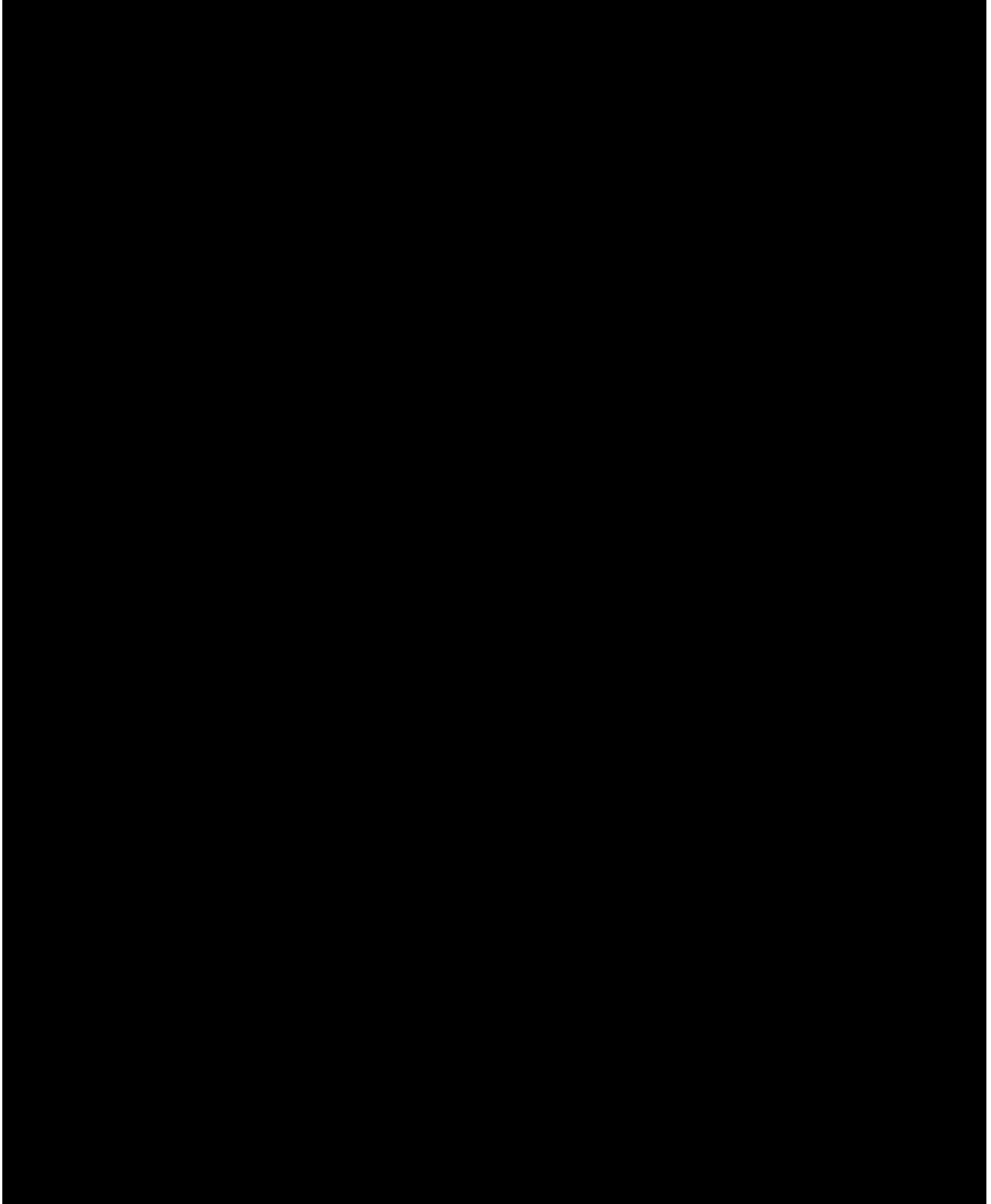
1. Service Specifications - The Service Specifications applicable to the Cloud Services ordered may be accessed at <http://www.oracle.com/contracts>.
2. Aconex Cloud Services Exclusion - Aconex Cloud Services are not being provided under this Order Form and therefore the terms of use referenced in section 11.24 of Call-Off Schedule 23 (Supplier Furnished Terms) will not apply.
3. Additional Order Form Terms - All Services listed on this Order Form are provided by Oracle under, and subject to, the terms of this Schedule 20 (Call-Off Specification), including the Supplier Furnished Terms and all Oracle documents referenced in this Schedule 20 (Call-Off Specification) and the Supplier Furnished Terms. As applicable, Oracle processes a Buyer's order after receipt of a purchase order, a valid credit card or payment via Paypal. Any terms and conditions on Your purchase order are void and have no legal effect. For Cloud Services, You may not reduce the quantity of Services purchased hereunder (e.g., user or record counts, storage, etc.), in whole or in part, during the Services Period set forth below in Part B (Deliverables) to this Schedule 20 (Call-Off Specification). Once placed, this Order Form is non-cancellable and the sums paid non-refundable, except as otherwise provided herein.
4. Strategic Subcontractors - Oracle publication of Strategic Subcontractors that is available to customers that sign up to the Customer Support Portal is available at [https://support.oracle.com/epmos/main/downloadattachmentprocessor?parent=DOCUMENT&sourceid=2667492.2&attachid=2667492.1:STRATEGIC\\_SUBCO&clickstream=yes](https://support.oracle.com/epmos/main/downloadattachmentprocessor?parent=DOCUMENT&sourceid=2667492.2&attachid=2667492.1:STRATEGIC_SUBCO&clickstream=yes).
5. Data Processing Agreement Exclusion for EDU Cloud Services - The Oracle Data Processing Agreement does not apply to the Cloud Services that contain "EDU" as the prefix in the name of the Cloud Services because such Cloud Services only allow a customer to input certain personal information, such as its own employees' names and business contact details, for which Oracle serves as a data controller and not a data processor.

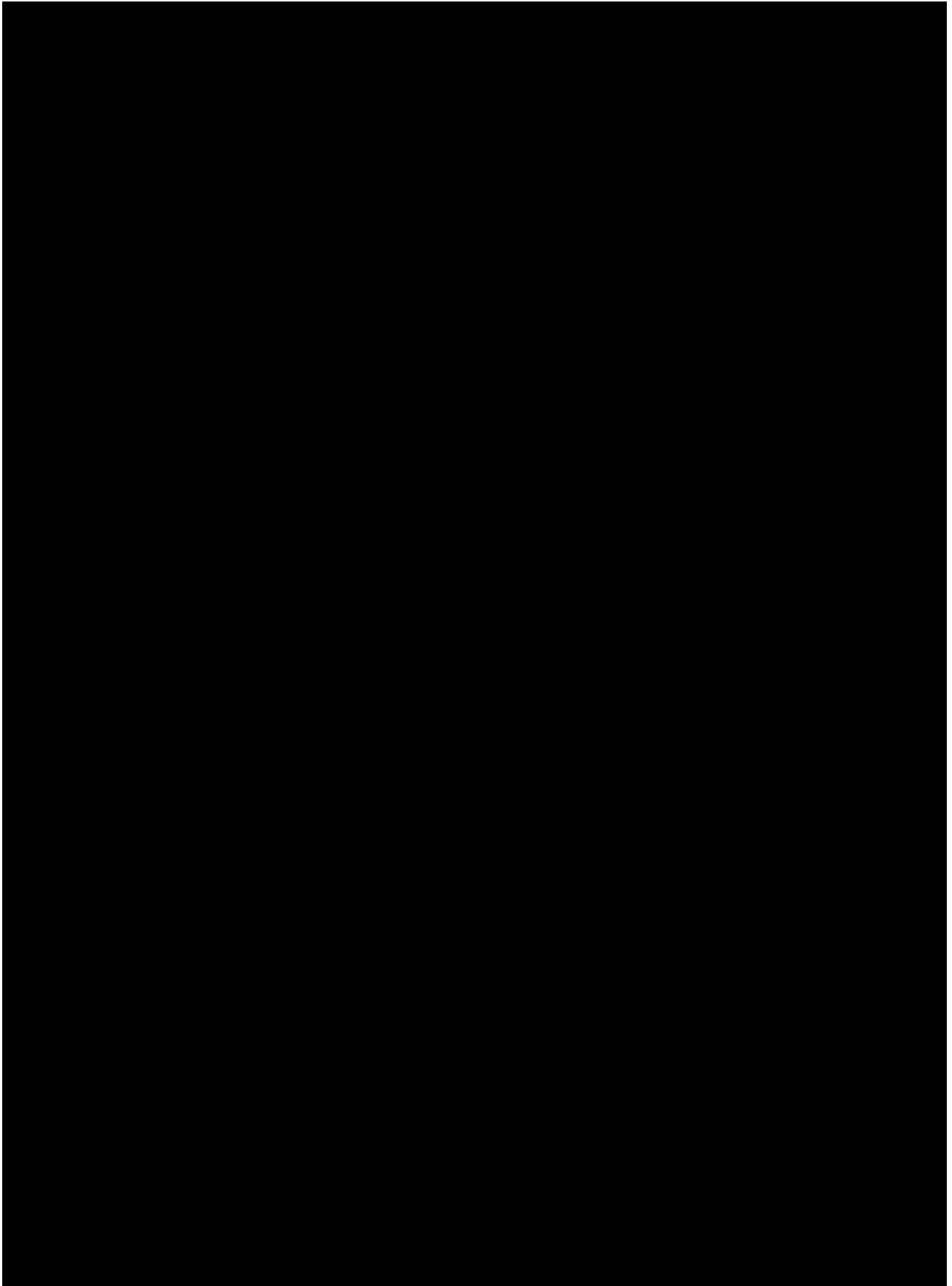
**B. DELIVERABLES**



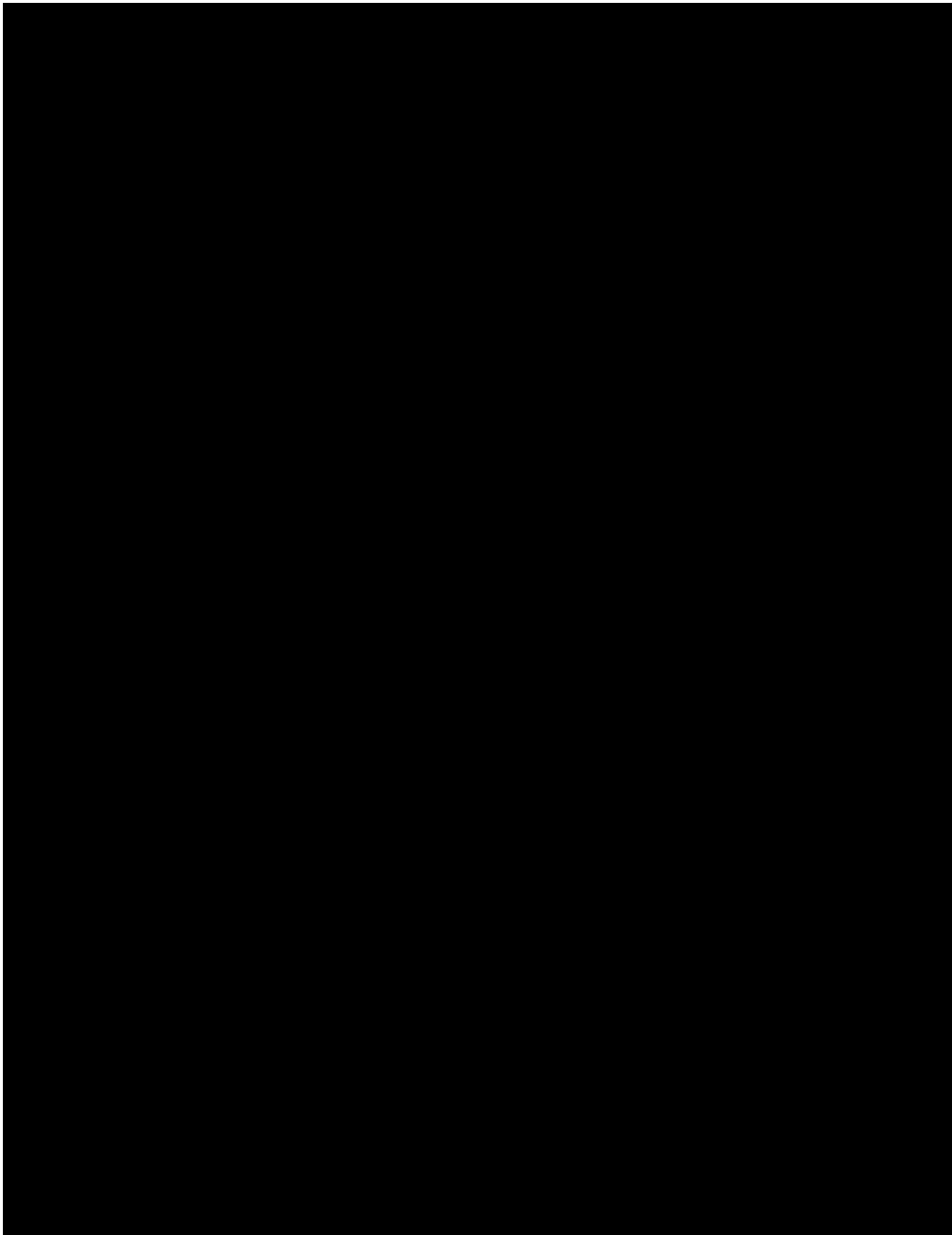
**Call Off Schedule 23**

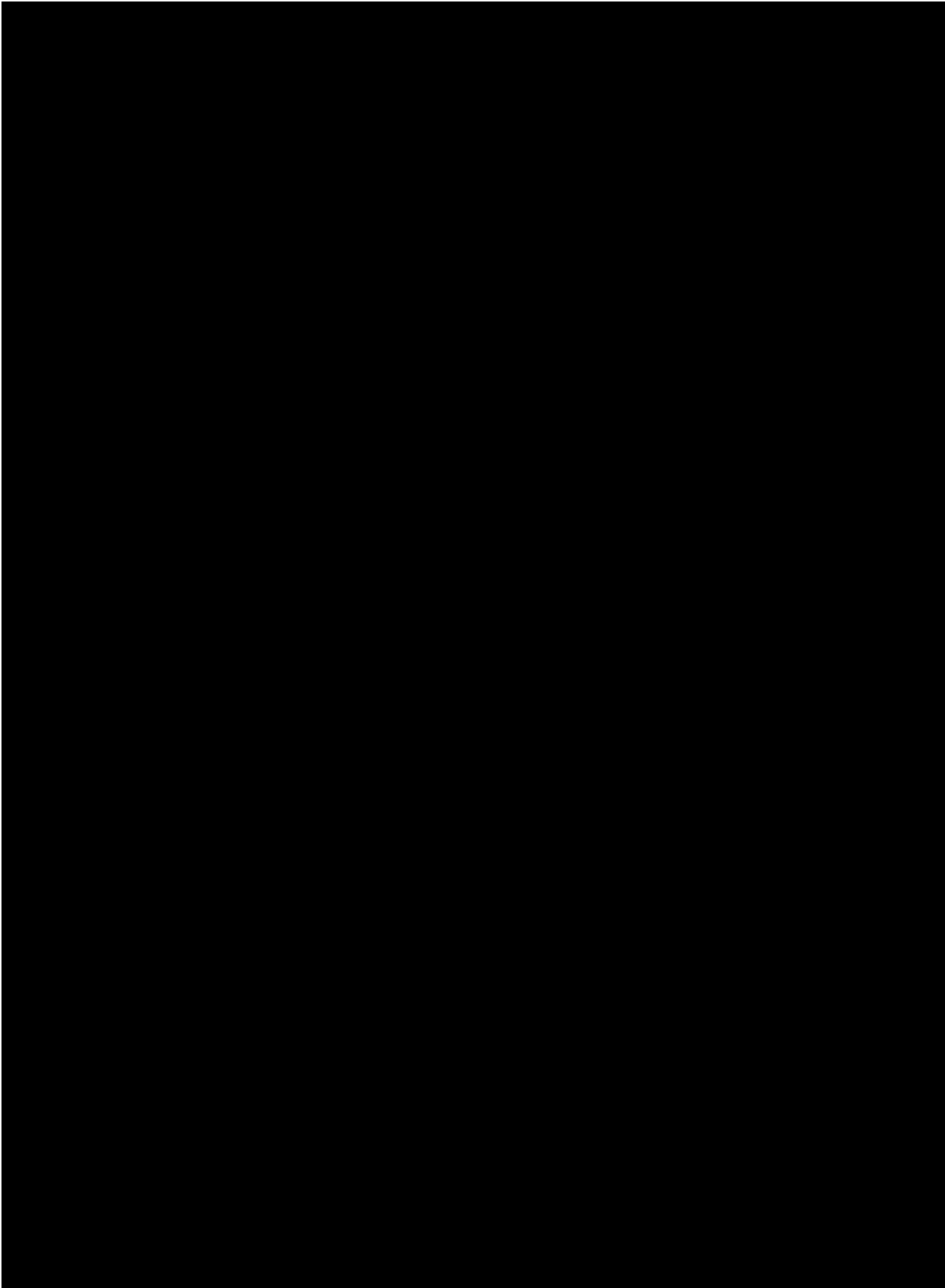
**Oracle 'Supplier Furnished Terms' for CCS Framework RM 6194**

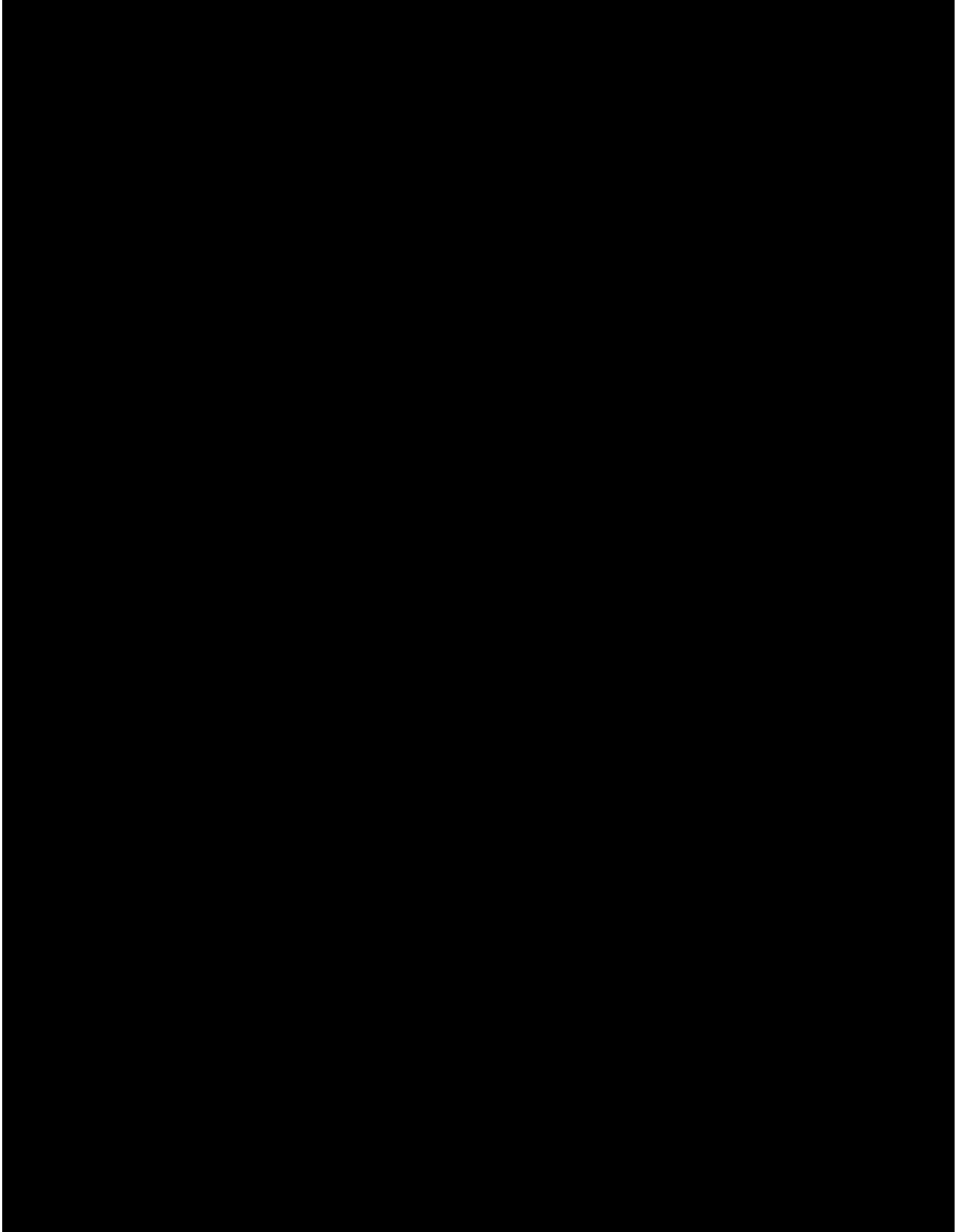


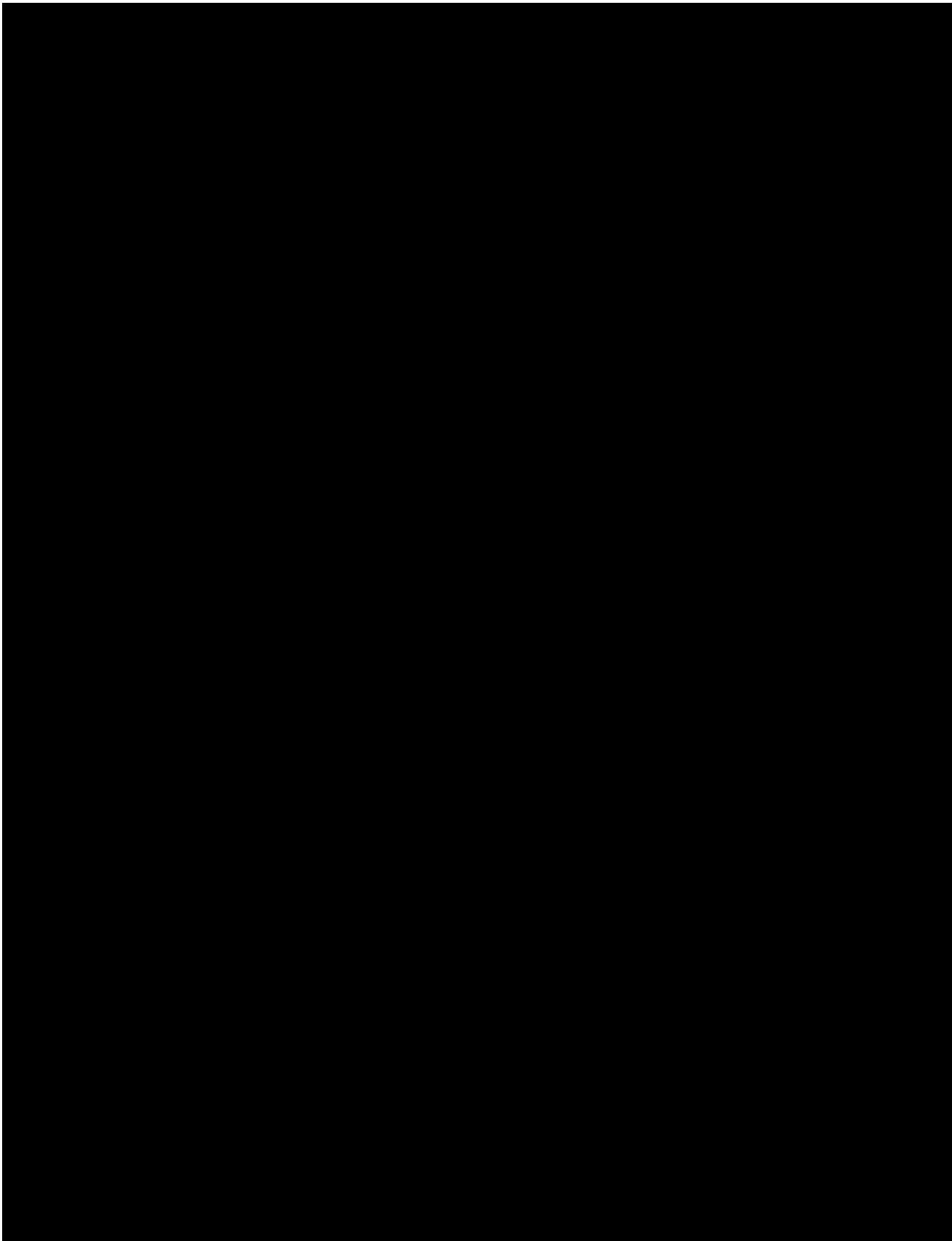




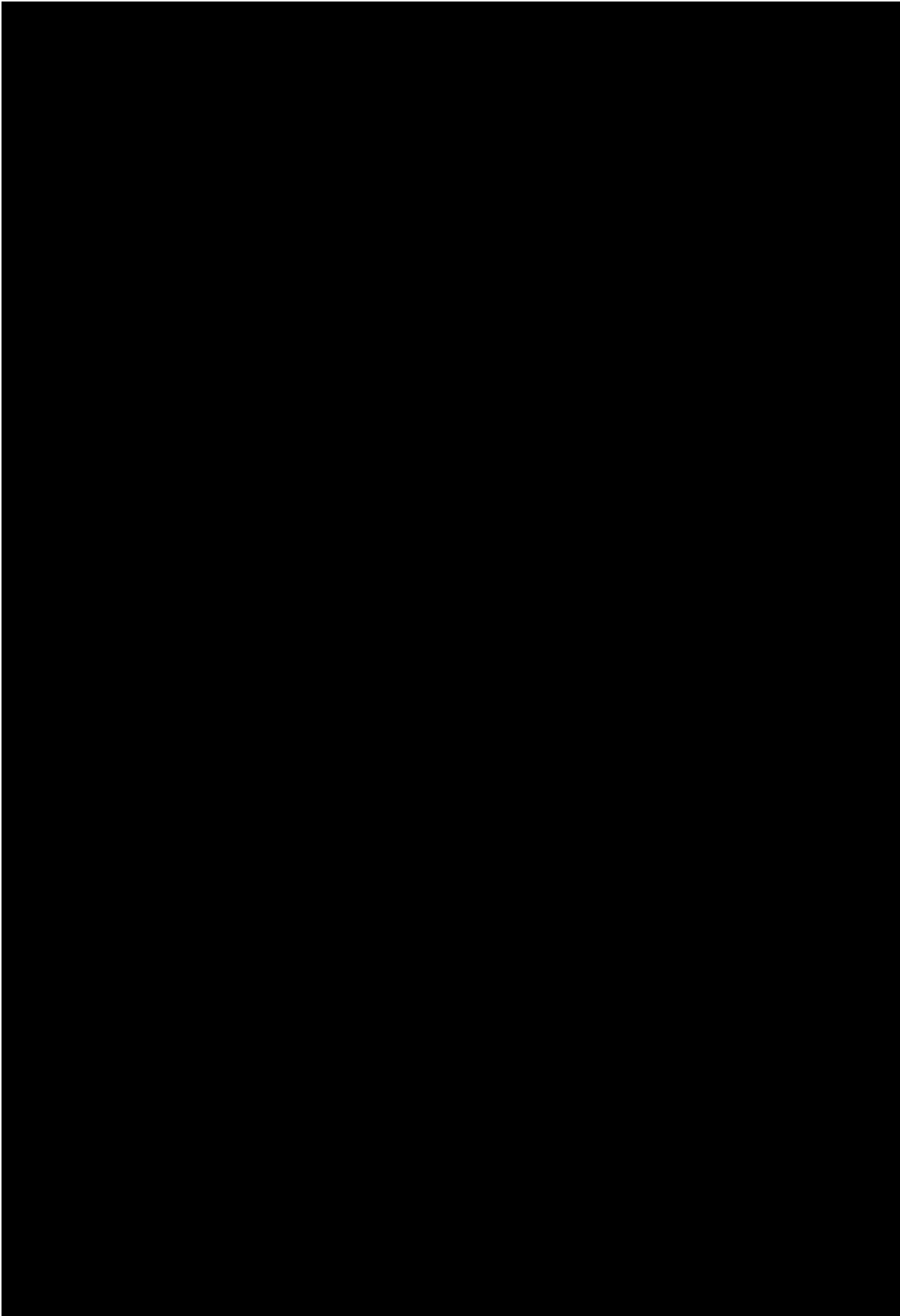








**Call-Off Schedule 23 (Supplier Furnished Terms)**  
Call-Off Ref: Crown Copyright 2020



**Call-Off Schedule 23 (Supplier Furnished Terms)**  
Call-Off Ref: Crown Copyright 2020



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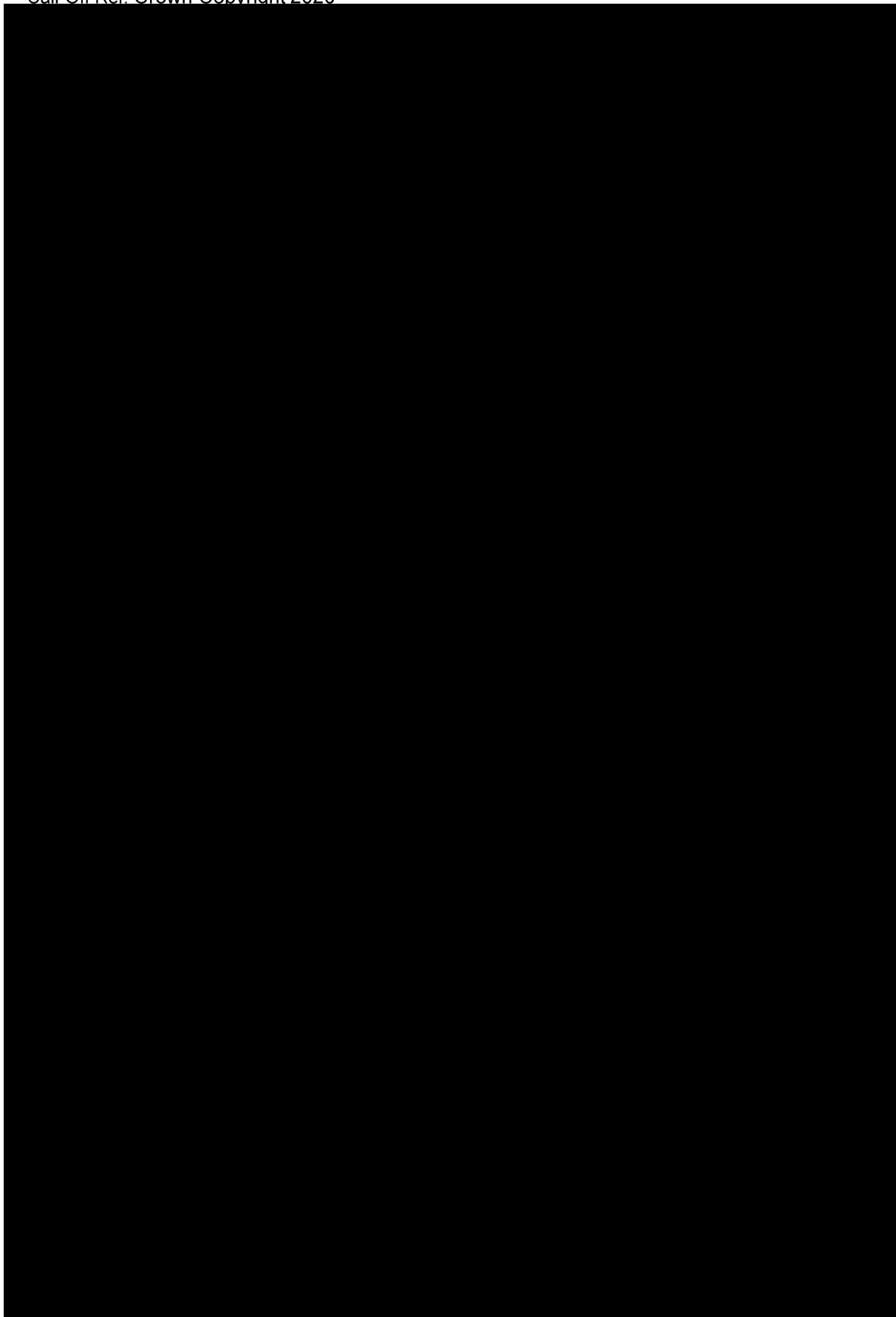
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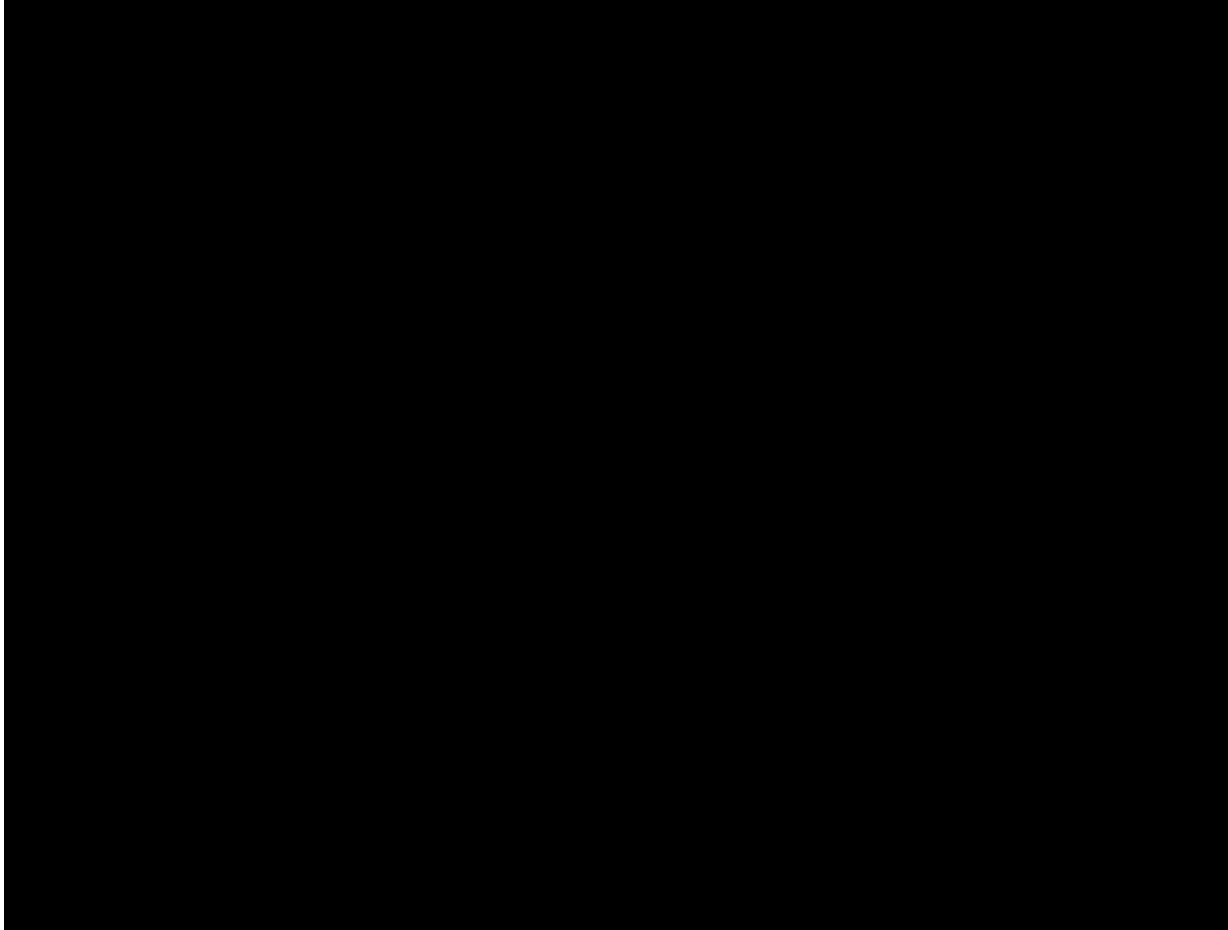
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**Call-Off Schedule 23 (Supplier Furnished Terms)**  
Call-Off Ref: Crown Copyright 2020





## Call-Off Schedule 23 (Supplier Furnished Terms)

Call-Off Ref: Crown Copyright 2020

### APPENDIX 1

#### ORACLE STAFF VETTING

Oracle has implemented background screening procedures for applicants worldwide, subject to local laws, regulations, and customs. Rollout of these procedures was commenced in the various regions as follows: United States – 2003; Canada – 2004; Europe, the Middle East and Africa – 2004, Asia Pacific – 2004, and Latin America – 2006. In general, international transfers and individuals with valid government issued security clearances are not subject to a background check. Further, processing and procedural variances may apply to students/interns, certain university hires, and employees of acquired companies. Oracle confirms that it conducts the following screening procedures in the various jurisdictions as of the date of this Agreement:

##### North America (U.S. & Canada)

- Education (highest degree received)
- Employment (up to four employers in the last seven years)
- Criminal record check
- Social Security Trace (U.S. Only)
- Office of Foreign Asset Control Specially Designated Nationals (SDN) screen (U.S. Only)

##### Asia Pacific

- Education (highest degree received)
- Employment (up to four employers in the last seven years)
- Criminal record check (as allowed under local law)

##### Europe, Middle East and Africa (EMEA)

- Education (highest degree received)
- Employment (up to three employers in the last five years)
- Address Check (U.K. only)
- Financial Probity Check (U.K. and South Africa only)

##### Latin America

- Education (highest degree received)
- Employment (up to four employers in the last seven years)
- Criminal record check

In addition, all Oracle employees are subject to the following minimum reviews upon hire, in accordance with local legislation:

- Identity
- Right to work
- Identity and Right to work reviews are performed separately and independently of any other screenings.

## Joint Schedule 5 (Corporate Social Responsibility)

### 1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government. ([https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/646497/2017-09-13\\_Official\\_Sensitive\\_Supplier\\_Code\\_of\\_Conduct\\_September\\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf))
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

### 2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
  - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
  - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

### 3. Modern Slavery, Child Labour and Inhumane Treatment

**"Modern Slavery Helpline"** means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

#### 3.1 The Supplier:

- 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human

## Joint Schedule 5 (Corporate Social Responsibility)

Crown Copyright 2020

trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;

- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

### 4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 All workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.4 not make deductions from wages:
  - (a) as a disciplinary measure
  - (b) except where permitted by law; or
  - (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

### 5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
  - (a) the extent;
  - (b) frequency; and
  - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
  - 5.3.1 this is allowed by national law;
  - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

**Joint Schedule 5 (Corporate Social Responsibility)**  
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appropriate safeguards are taken to protect the workers' health and safety;  
and

5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

**6. Sustainability**

6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>