

# RM6285 BOS Order Form Template and Call-Off Schedules

## Order Form

**CALL-OFF REFERENCE:** N/A

**THE BUYER:** UK Health Security Agency

**BUYER ADDRESS:** Manor Farm Road, Porton Down, Salisbury, SP4 0JG

**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 Deliverables and dated as described in this Order Form.

It is issued under the Framework Contract with the reference number RM6285 for the provision of Back Office Software.

### **CALL-OFF LOT(S)**

Lot 1 – Enterprise 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 and Call-Off Special Schedules
2. Joint Schedule 1 (Definitions and Interpretation) **RM6285**
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
  - Joint Schedules for **RM6285**
    - 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 **RM6285**
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) **RM6285**
7. Call-Off Schedule 25 (Supplier Terms)

## Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Crown Copyright 2023

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 or electronically on accessing Supplier services.

### **CALL-OFF SPECIAL TERMS**

The following Special Term is incorporated into this Call-Off Contract:

#### **Special Term 1.**

Notwithstanding any other provision of this Call-Off Contract, if there is a conflict between the terms of Call-Off Schedule 25 (Supplier Terms) and any other term of this Call-Off Contract, the terms of Call-Off Schedule 25 (Supplier Terms) shall take precedence.

#### **ORDER FORM DATE:**

This order is valid through 31-OCT-2025 and shall become binding upon execution by the Buyer and acceptance by the Supplier

#### **CALL-OFF START DATE:**

27-OCT-2025

#### **CALL-OFF EXPIRY DATE:**

26-APR-2026

#### **CALL-OFF INITIAL PERIOD:**

Six (6) months

### **CALL-OFF DELIVERABLES**

Subject to Part A of Call-Off Schedule 20 (Call-Off Specification), Call-Off Deliverables are as detailed in Part B and Part C of Call-Off Schedule 20 (Call-Off Specification) in accordance with Call-Off Schedule 25 (Supplier Terms).

All Services listed on this Order Form are provided by Oracle under, and subject to, the terms of Call-Off Schedule 20 (Call-Off Specification), including Call-Off Schedule 25 (Supplier Terms) and all Oracle documents referenced in Call-Off Schedule 20 (Call-Off Specification) and Call-Off Schedule 25 (Supplier Terms).

### **CALL-OFF CHARGES**

Total Fees and Estimated Expenses (£)	£498,470.00
---------------------------------------	-------------

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. In addition to the Charges above, the Supplier will invoice the Buyer for any applicable shipping charges, and the Buyer will be responsible for such charges.

Framework Ref: RM6285

Project Version: v1.0

Model Version: v3.10

GB-CP-19460067-15AUG2025-apetrut-v3

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

**COMPENSATION AMOUNT**

Compensation Amount for early termination for convenience by Buyer under Clause 10.2.2 – as set out in section 11.11 of Call-Off Schedule 25 (Supplier Terms).

**MINIMUM COMMITMENT**

N/A

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

**1. Payment Terms**

- a. Net thirty (30) days from invoice date.
- b. The Buyer's order cannot be cancelled and the Buyer's payment of the sums is non-refundable. The Supplier will issue an invoice to the Buyer upon receipt of a purchase order or a form of payment acceptable to the Supplier.
- c. 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. Fees for any time and materials engagements are estimated fees, as detailed in the referenced time and materials services.
- b. Payment Frequency is in accordance with Section C. Fees, Expenses, and Taxes in Exhibit 2 to Call-Off Schedule 20 (Call-Off Specification).

**BUYER'S INVOICE ADDRESS**

[REDACTED]

**BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

**BUYER'S ENVIRONMENTAL POLICY**

N/A

**BUYER'S SECURITY POLICY**

N/A

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]

**PROGRESS REPORT FREQUENCY**

N/A

**PROGRESS MEETING FREQUENCY**

N/A

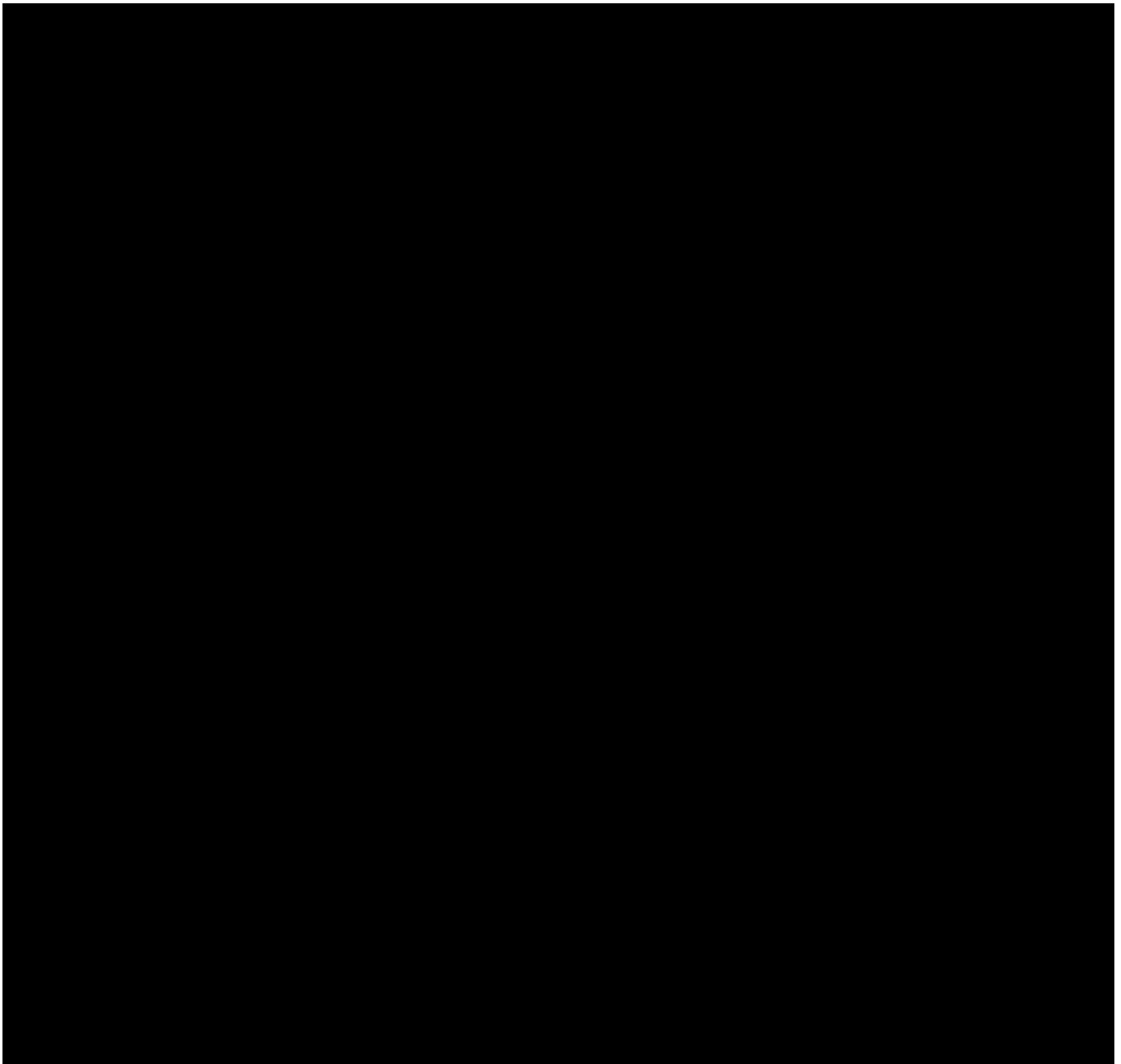
**KEY STAFF**

N/A

**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 25 (Supplier Terms).

**COMMERCIALLY SENSITIVE INFORMATION**



**SERVICE CREDITS**

N/A

**ADDITIONAL INSURANCES**

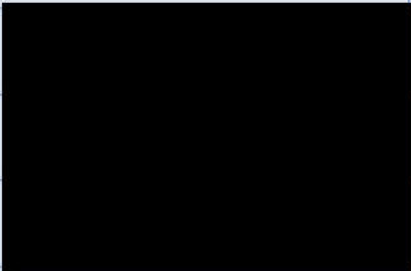
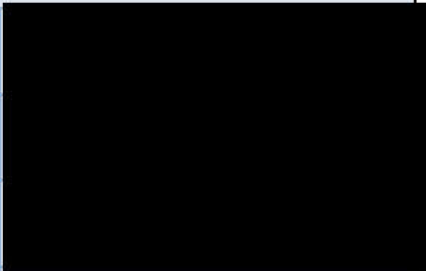
N/A

**GUARANTEE**

N/A

**SOCIAL VALUE COMMITMENT**

N/A

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	
	28-Oct-2025   7:25 AM PDT		28-Oct-2025   11:21 AM PDT

## **Joint Schedule 11 (Processing Data)**

### **Definitions**

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>“EU GDPR”</b>	the General Data Protection Regulation ((EU) 2016/679);
<b>“Joint Control”</b>	where two or more Controllers jointly determine the purposes and means of Processing;
<b>“Processor Personnel”</b>	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

### **Status of the Controller**

2. 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 2018. 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 the 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**

3. 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 or further provided in writing by the Controller and may not be determined by the Processor.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. 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 Deliverables;
  - (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.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

## Joint Schedule 11 (Processing Data)

Crown Copyright 2023

- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*) or as further provided in writing by the Controller, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against Personal Data Breach, 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. In the event of the Controller reasonably rejecting Protective Measures put in place by the Processor, the Processor must propose alternative Protective Measures to the satisfaction of the Controller. Failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures. Protective Measures must take 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;
  - (iv) cost of implementing any measures;and which shall be maintained in accordance with Data Protection Legislation and Good Industry Practice;
- (c) ensure that:
  - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*)) and the Controller's further written instructions;
  - (ii) it uses all reasonable endeavours 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*) of the Core Terms;
    - (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 UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - (i) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR (or section 74 of the DPA 2018); or
  - (ii) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75

## Joint Schedule 11 (Processing Data)

Crown Copyright 2023

of the DPA 2018 ) as determined by the Controller which could include relevant parties entering into the International Data Transfer Agreement (the “**IDTA**”), or International Data Transfer Agreement Addendum to the European Commission’s SCCs (the “**Addendum**”), as published by the Information Commissioner’s Office from time to time under section 119A(1) of the DPA 2018, as well as any additional measures determined by the Controller;

- (iii) the Data Subject has enforceable rights and effective legal remedies;
    - (iv) the Processor complies with its obligations under 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
    - (v) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data;
  - (e) where the Personal Data is subject to EU GDPR, 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 transfer is in accordance with Article 45 of the EU GDPR; or
    - (ii) the Processor has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the Controller which could include relevant parties entering into Standard Contractual Clauses in the European Commission’s decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the Controller;
    - (iii) the Data Subject has enforceable rights and effective legal remedies;
    - (iv) the Processor complies with its obligations under the EU GDPR 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);
    - (v) 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
  - (f) 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.
7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately 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;



## Joint Schedule 11 (Processing Data)

Crown Copyright 2023

- (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.
8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including but not limited to promptly 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 the Controller 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 other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.
10. 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 UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
  - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. 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

## **Joint Schedule 11 (Processing Data)**

Crown Copyright 2023

- (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 15. 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).
- 16. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office, any relevant Central Government Body and/or any other regulatory authority. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any non-mandatory guidance issued by the Information Commissioner's Office, relevant Central Government Body and/or any other regulatory authority.

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

- 17. 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 UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

### **Independent Controllers of Personal Data**

- 18. 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.
- 19. 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.
- 20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 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.
- 21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- 22. 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 UK GDPR); and
  - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
- 23. 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 UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

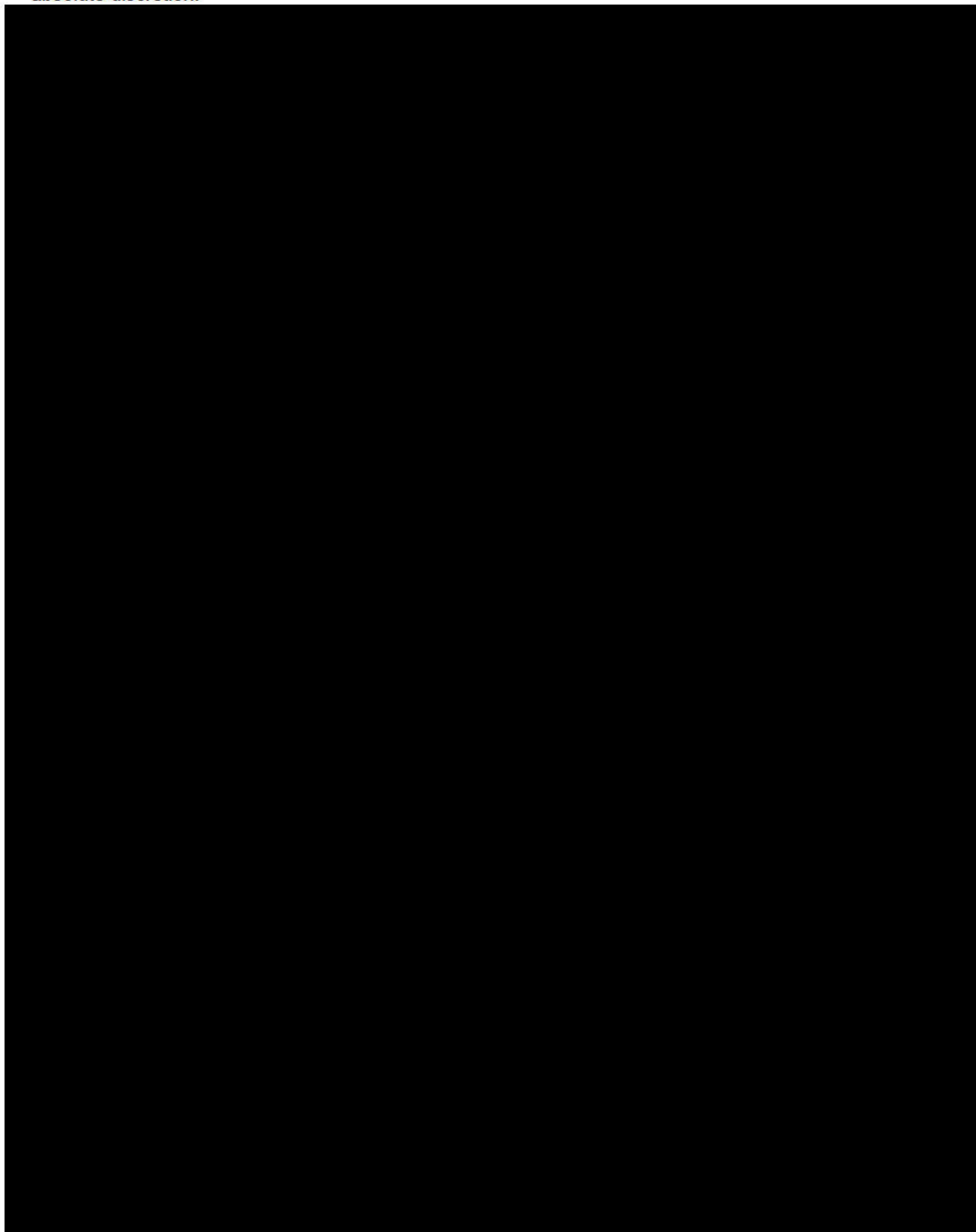
## Joint Schedule 11 (Processing Data)

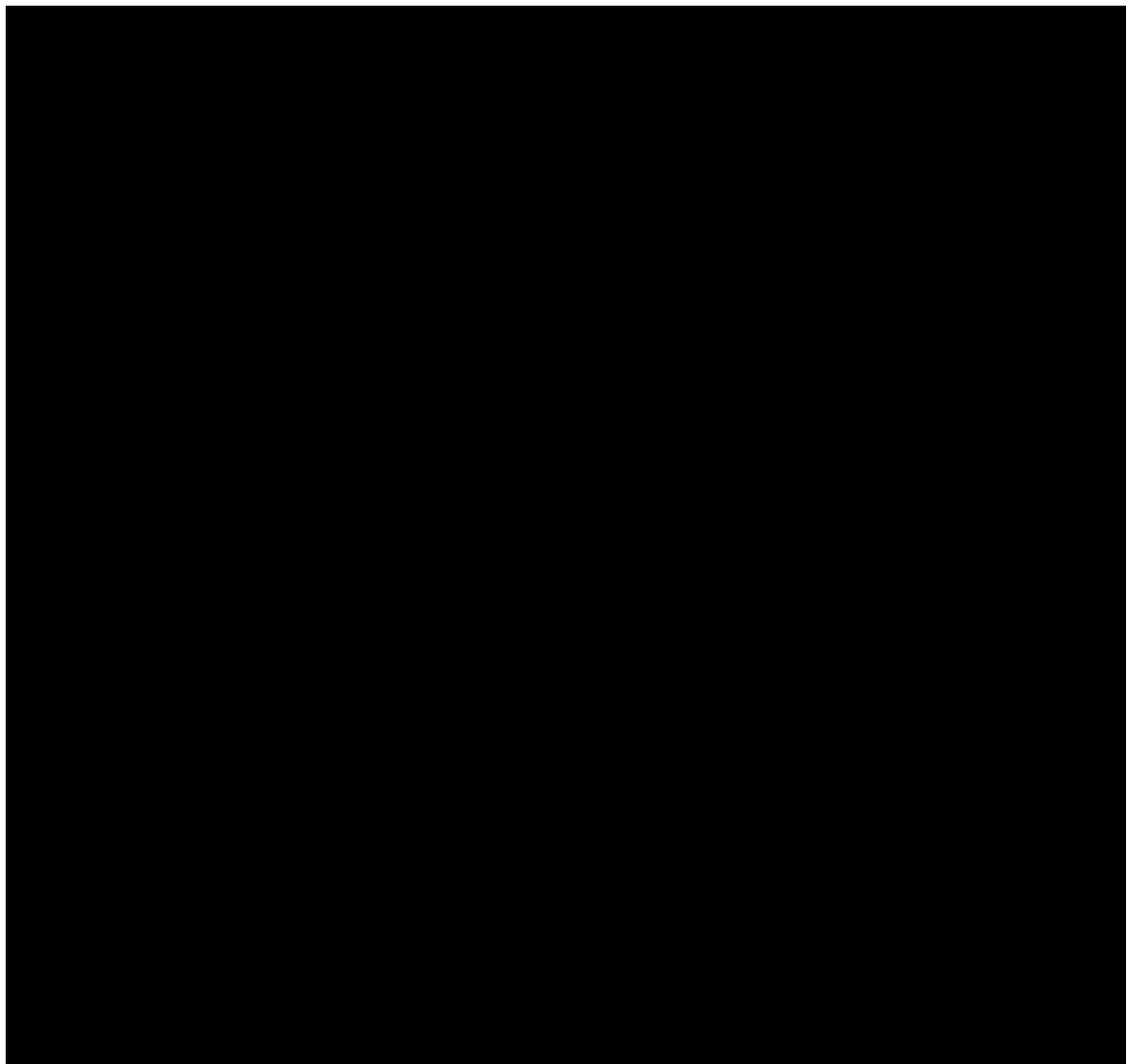
Crown Copyright 2023

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. 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.
26. 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.
27. 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*).
28. 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*).
29. Notwithstanding the general application of paragraphs 2 to 16 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 18 to 28 of this Joint Schedule 11.

**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.





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

Crown Copyright 2023

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

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 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.

### **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 the governance process applied to the Services. A Technical Account Manager ("**TAM**") is allocated to the Call-Off Contract and is responsible for the Call-Off Deliverables as set out in the Order Form.

The TAM will also be able to provide access other information about the services. The types of information 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 services e.g., maintenance notices, incident notifications & root cause assessment information
- **Reports** relating to a customer's services e.g., usage, security assurance statements, audit reports, user experience insight reports

Any services information provided by Supplier 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 20 (Call-Off Specification)**

This Schedule sets out the characteristics of the Deliverables under this Call-Off Contract and terms and conditions of the Supplier that apply specifically to certain types of Oracle Professional Services which may be different than, or in addition to, the terms in Call-Off Schedule 25 (Supplier Terms). References in Schedule to “**Oracle**” “**we**”, “**us**”, or “**our**” are references to Oracle Corporation UK Limited and references to “**You**” or “**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 25 (Supplier Terms).

**A. ADDITIONAL SUPPLIER TERMS**



6. Consent to Use Subcontractors.

Notwithstanding anything to the contrary in the Policies, the Supplier will not retain any third party subcontractors to perform Services on the Supplier's behalf without the Buyer's written consent. Subject to the terms and conditions of, and to the same extent as the Supplier is responsible for the performance of its employees, the Supplier shall be responsible for the performance of services by any subcontractors engaged by the Supplier to perform such services under this Order Form.

**B. SERVICES**

1. You have ordered the Services listed in the table below and detailed in the attached Exhibit under Part C to this Schedule:

				Total Fees and Estimated Expenses (£)	£498,470.00
--	--	--	--	---------------------------------------	-------------

2. The Oracle Professional Services Delivery Policies ("Policies") available at <https://www.oracle.com/corporate/contracts/consulting/policies.html> apply to and are incorporated into the Order Form.

**C. DELIVERABLES**

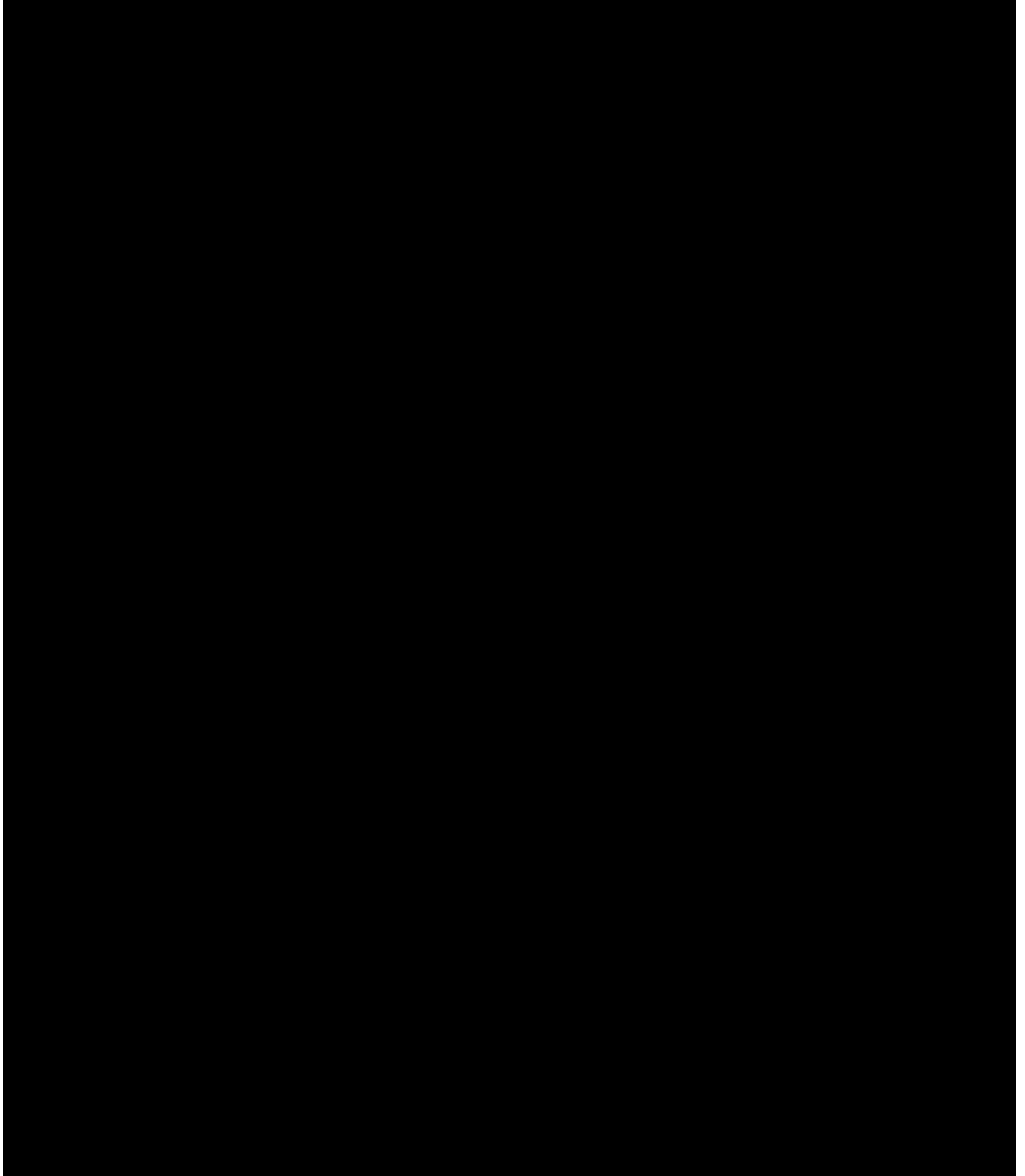
You have ordered the Services detailed in Part B above as further detailed in the attached Exhibit(s) in this Part C as follows, which are incorporated herein by reference.

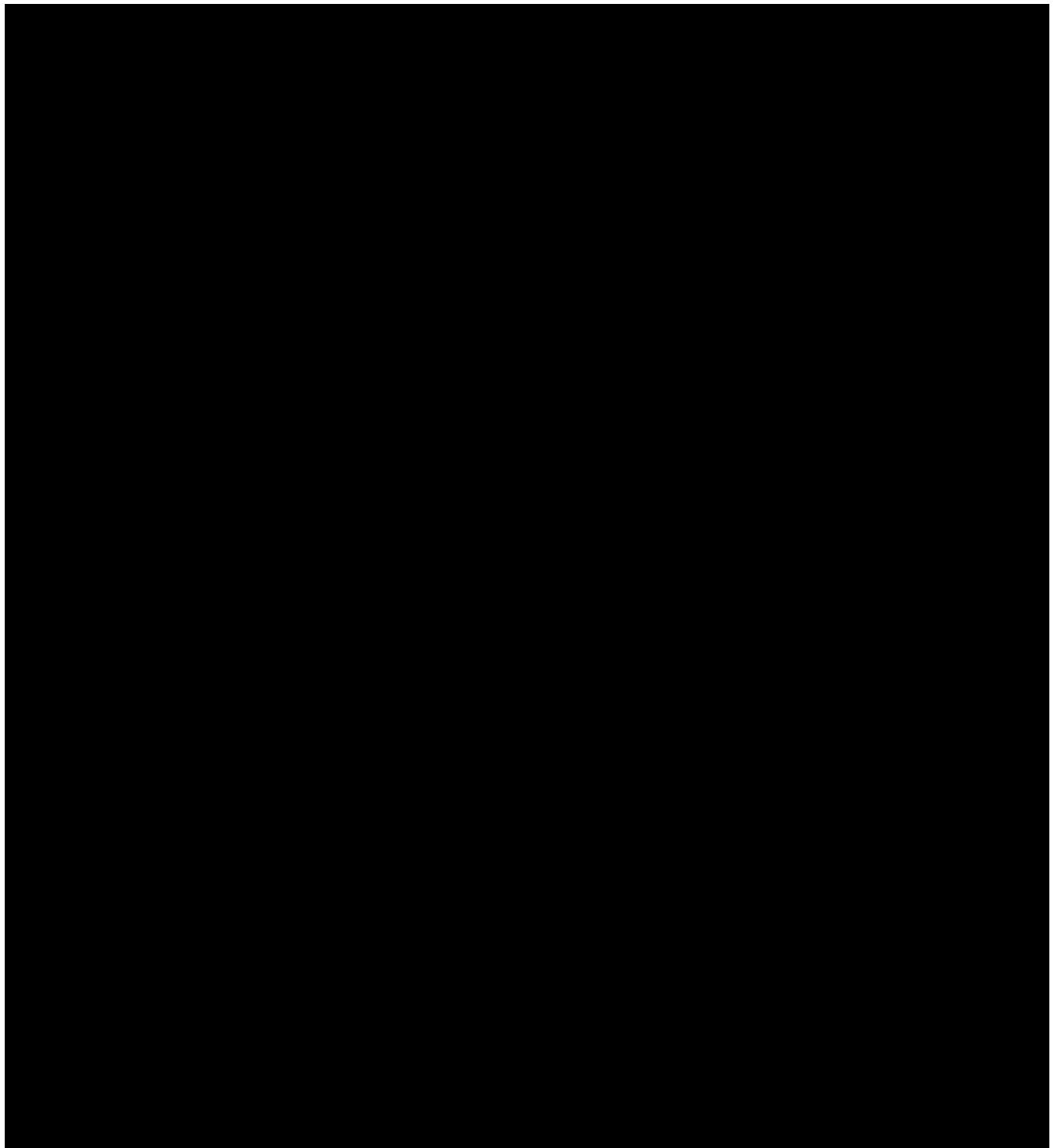
**Exhibit 1 to Call-Off Schedule 20**

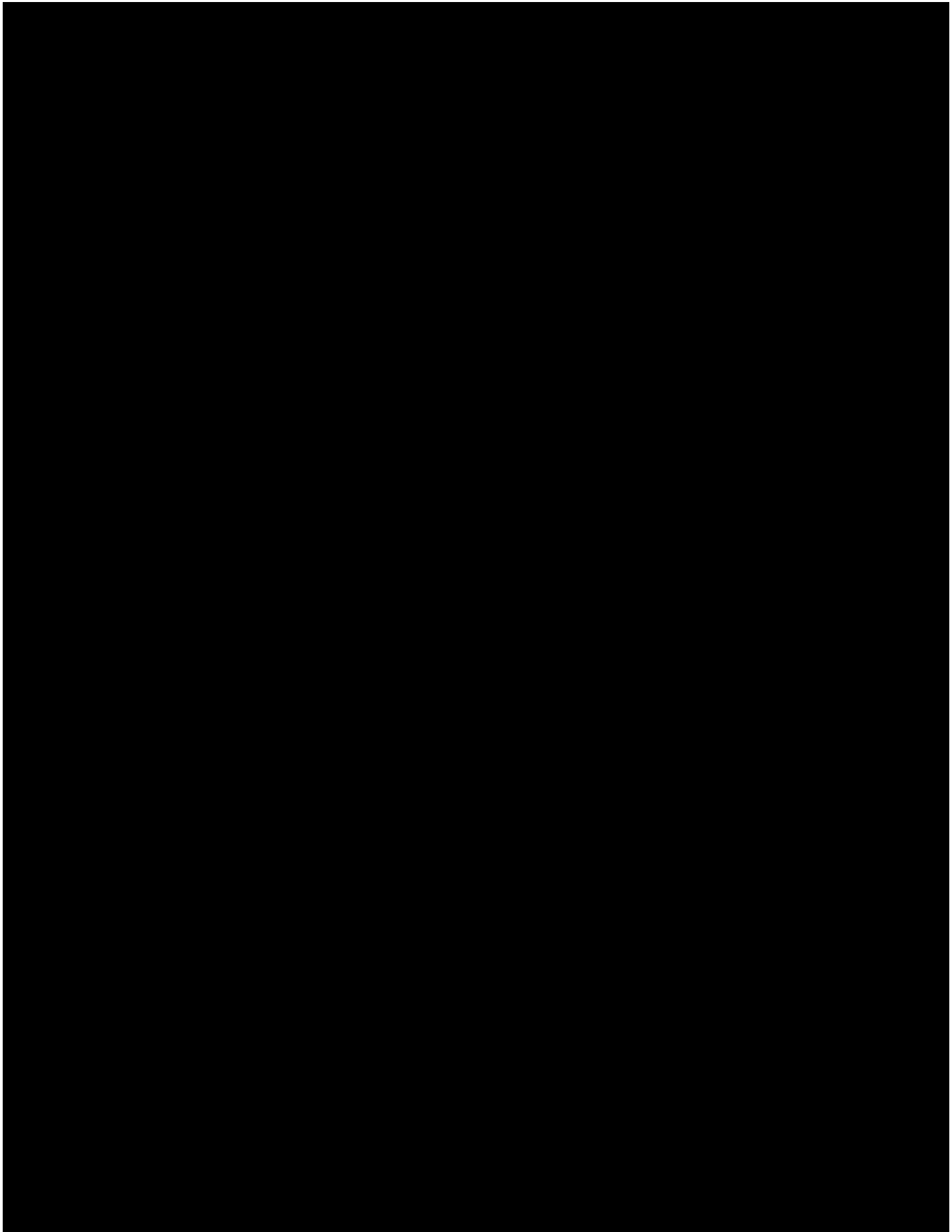
1. Description of Services.

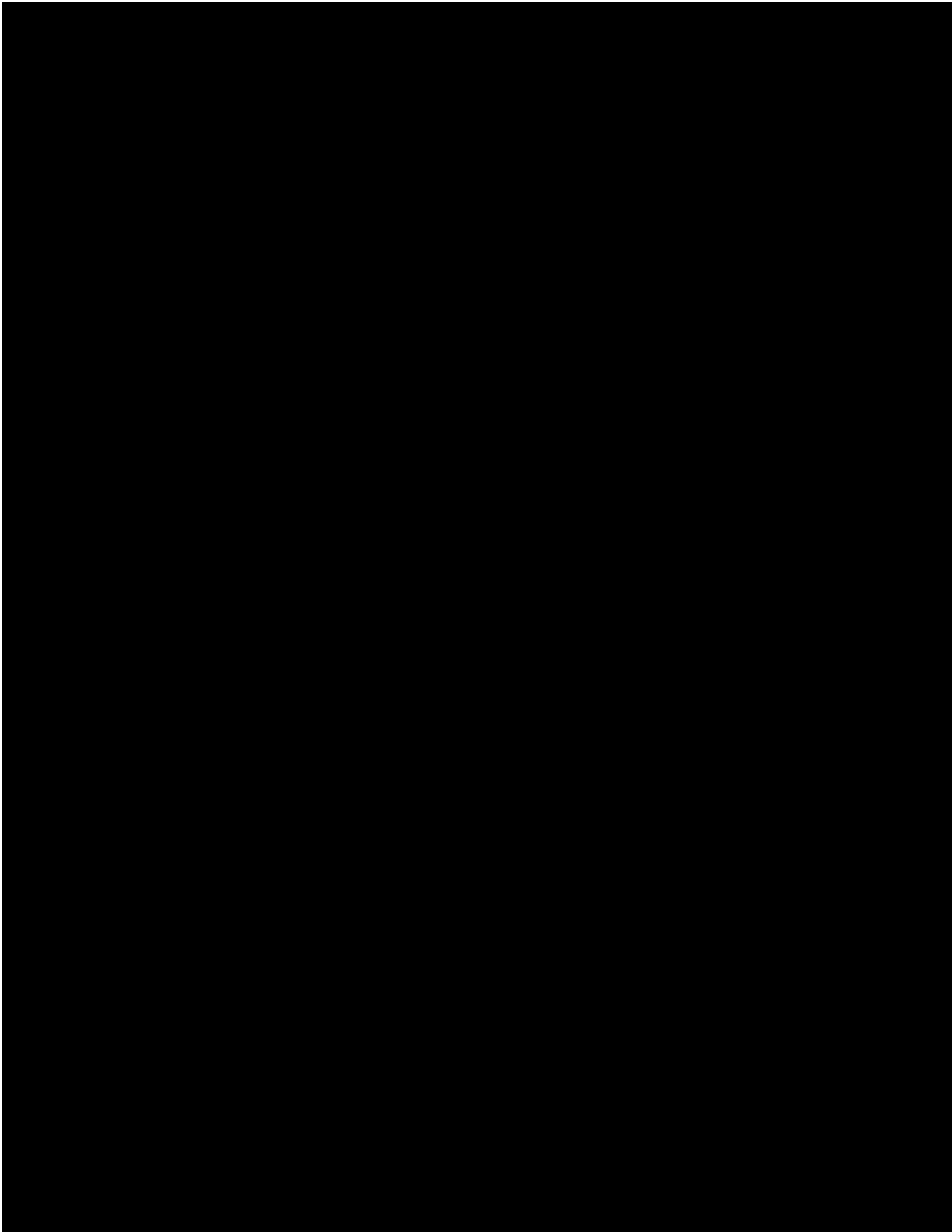
A. Services.

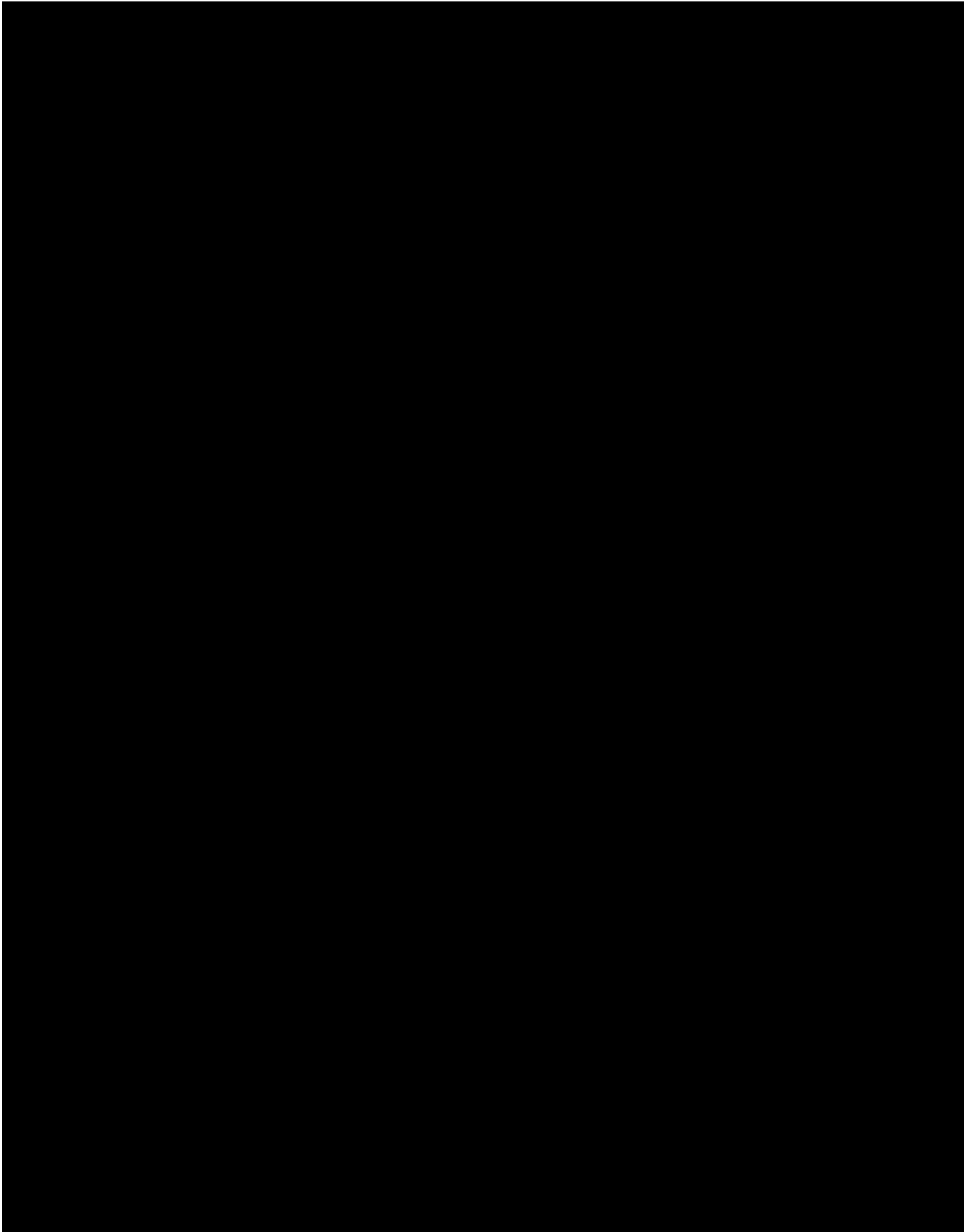
Oracle will provide implementation Services in relation to its Cloud applications for Your Oracle Human Capital Management (HCM) project ('project'), as set out in this section 1.

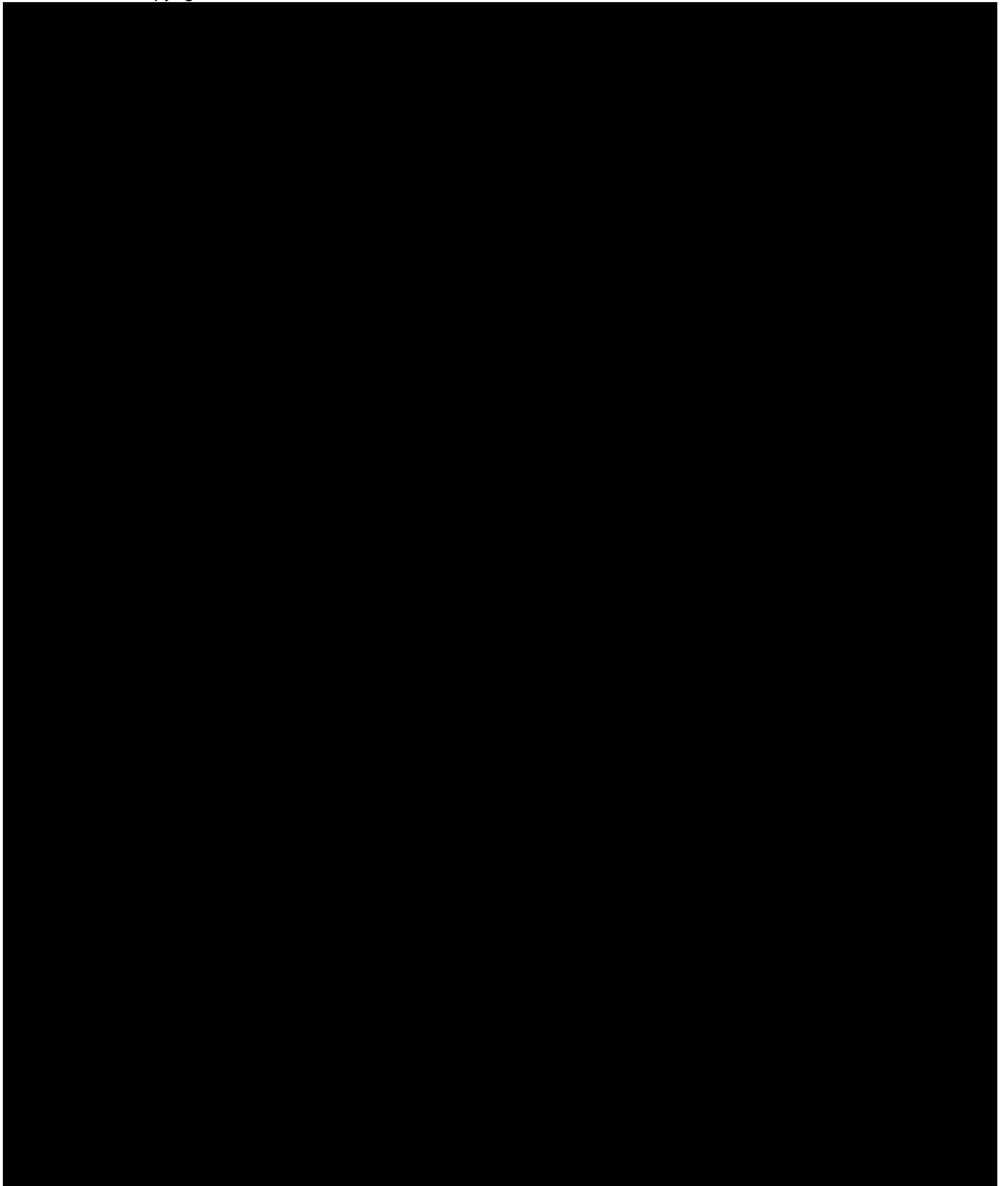


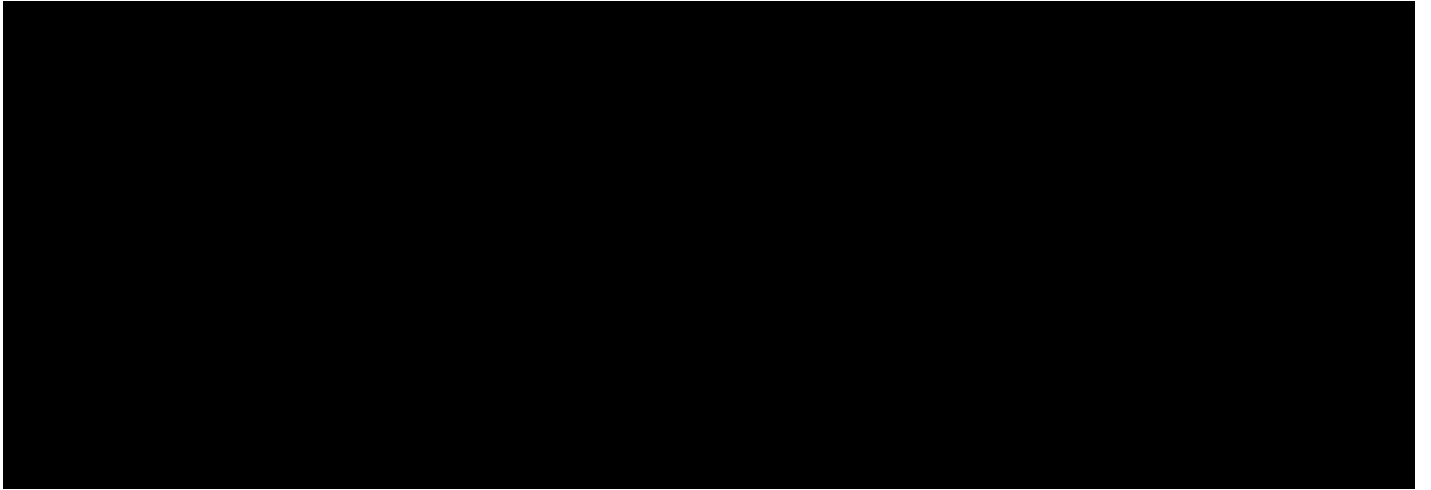












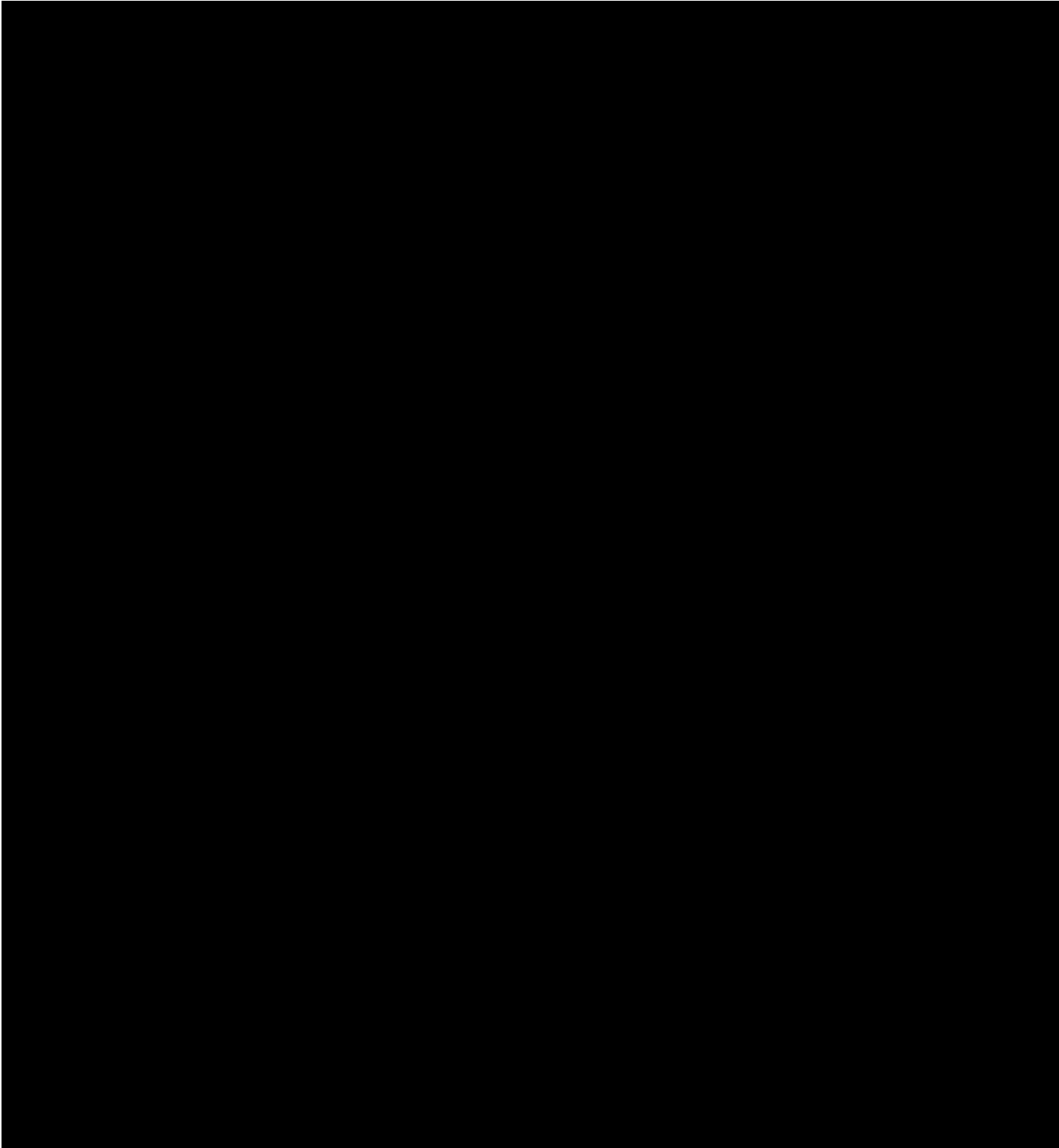


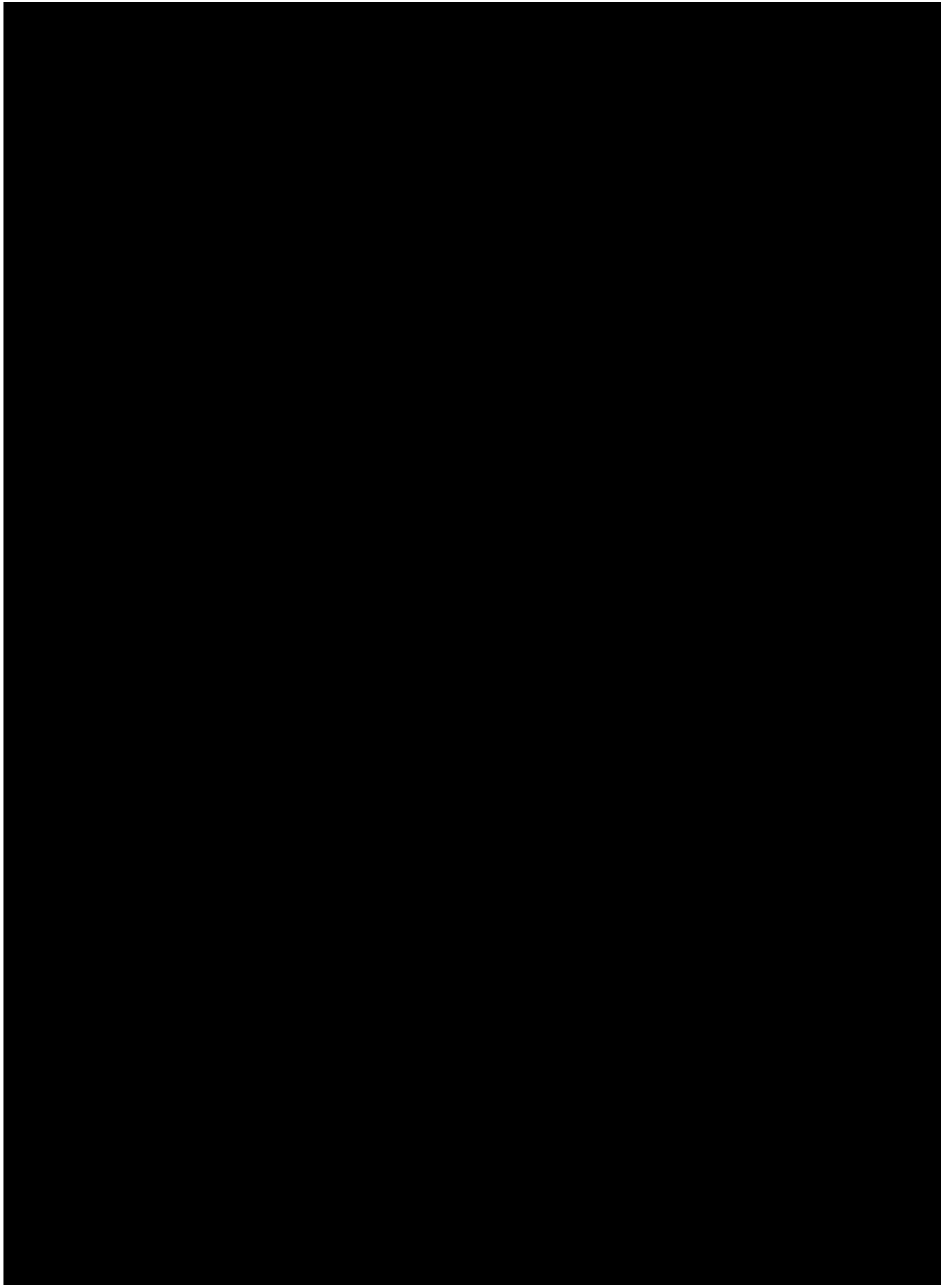
**Exhibit 2 to Call-Off Schedule 20**

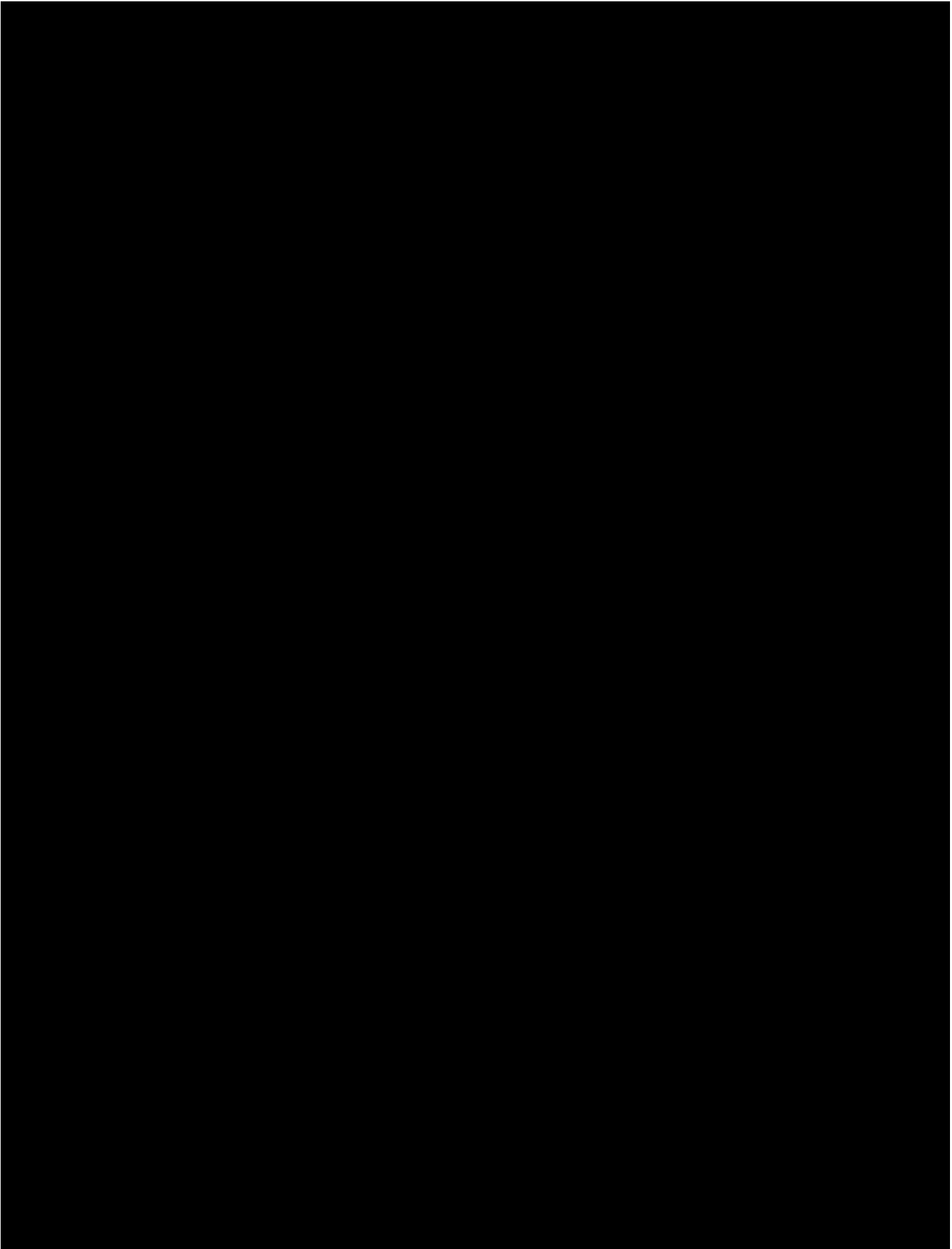
1. Description of Services and Deliverables.

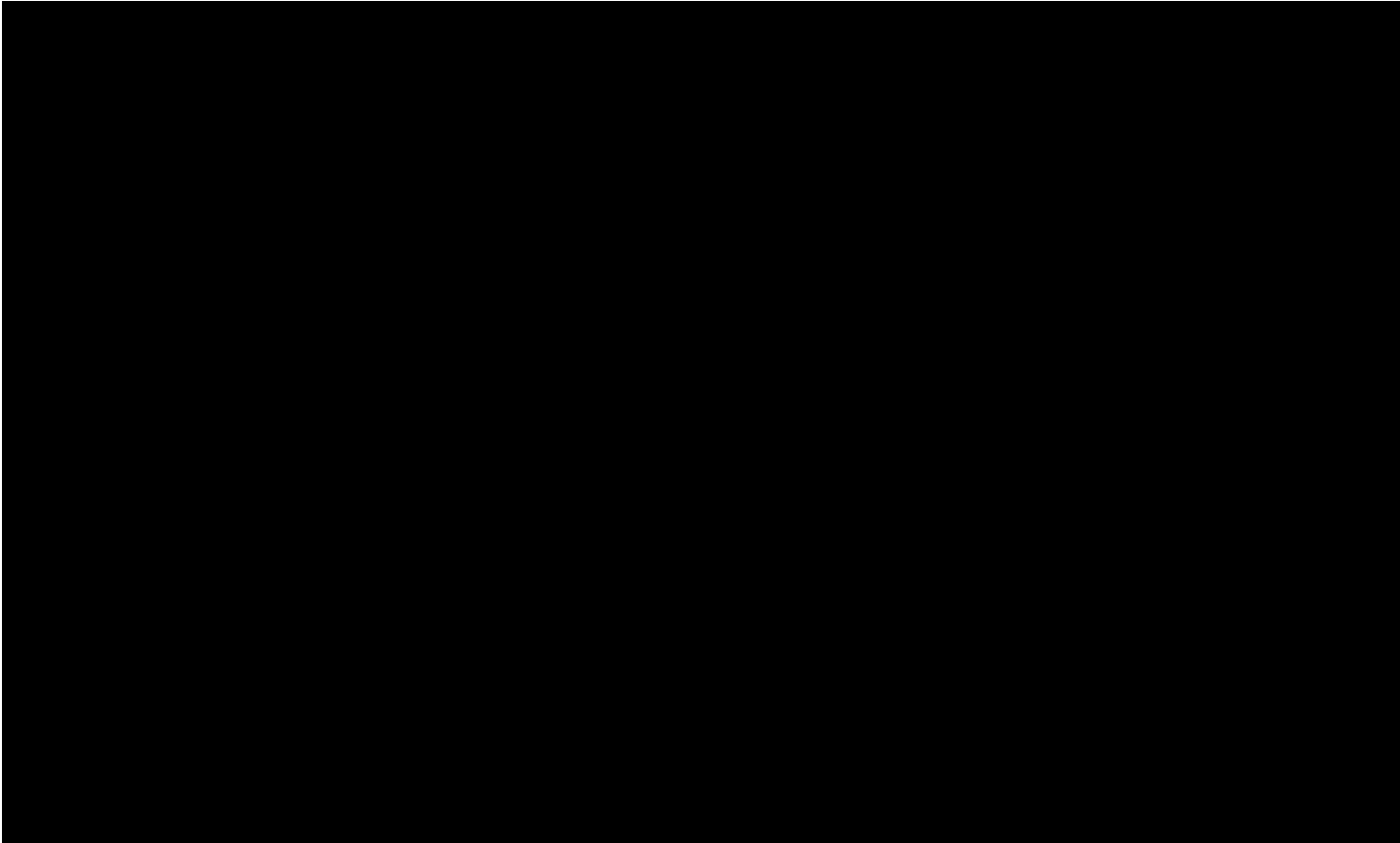
A. Services.

Oracle will provide implementation Services in relation to its Cloud applications for Your Oracle Human Capital Management (HCM) project ('project'), as set out in this section 1.A.



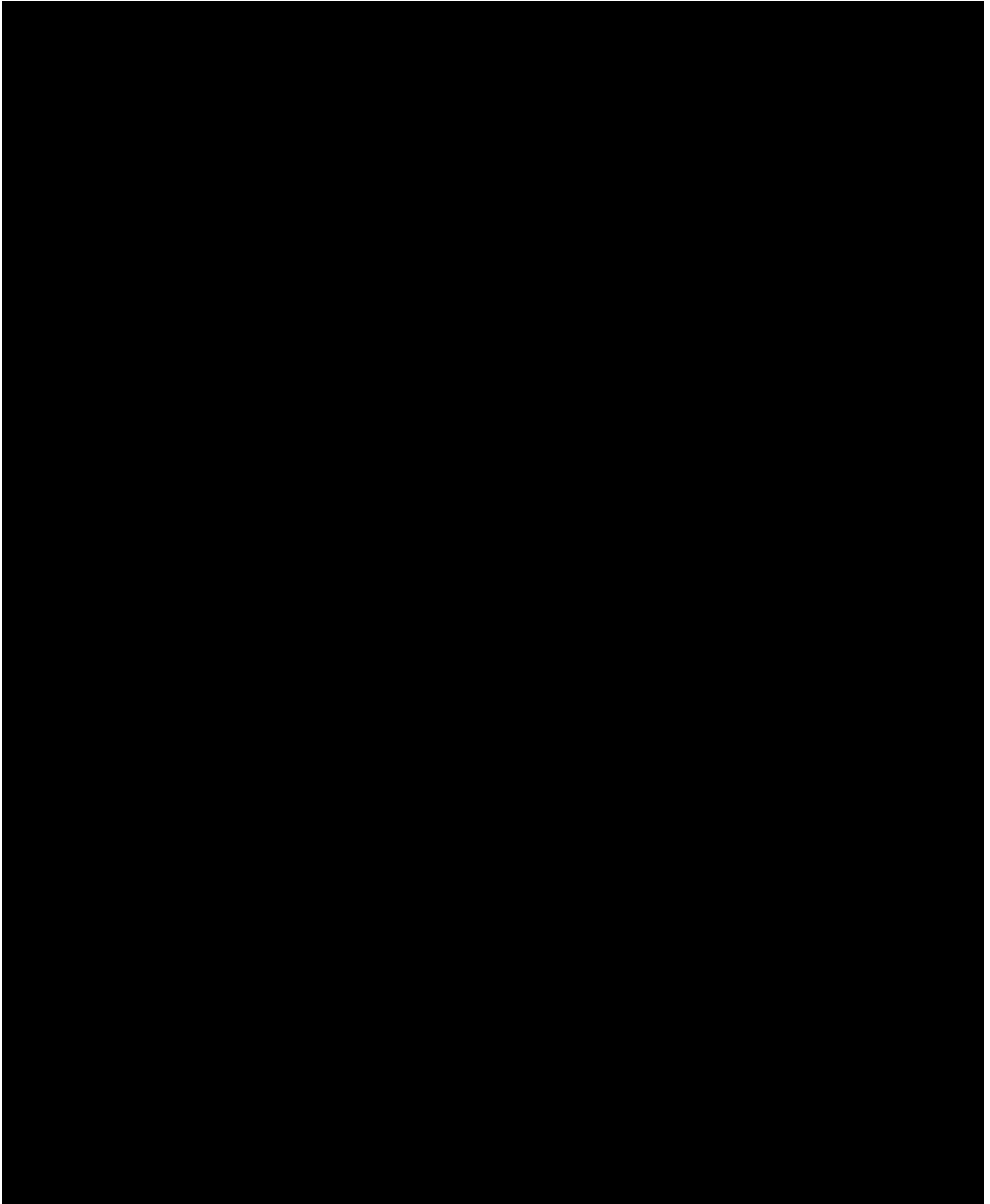


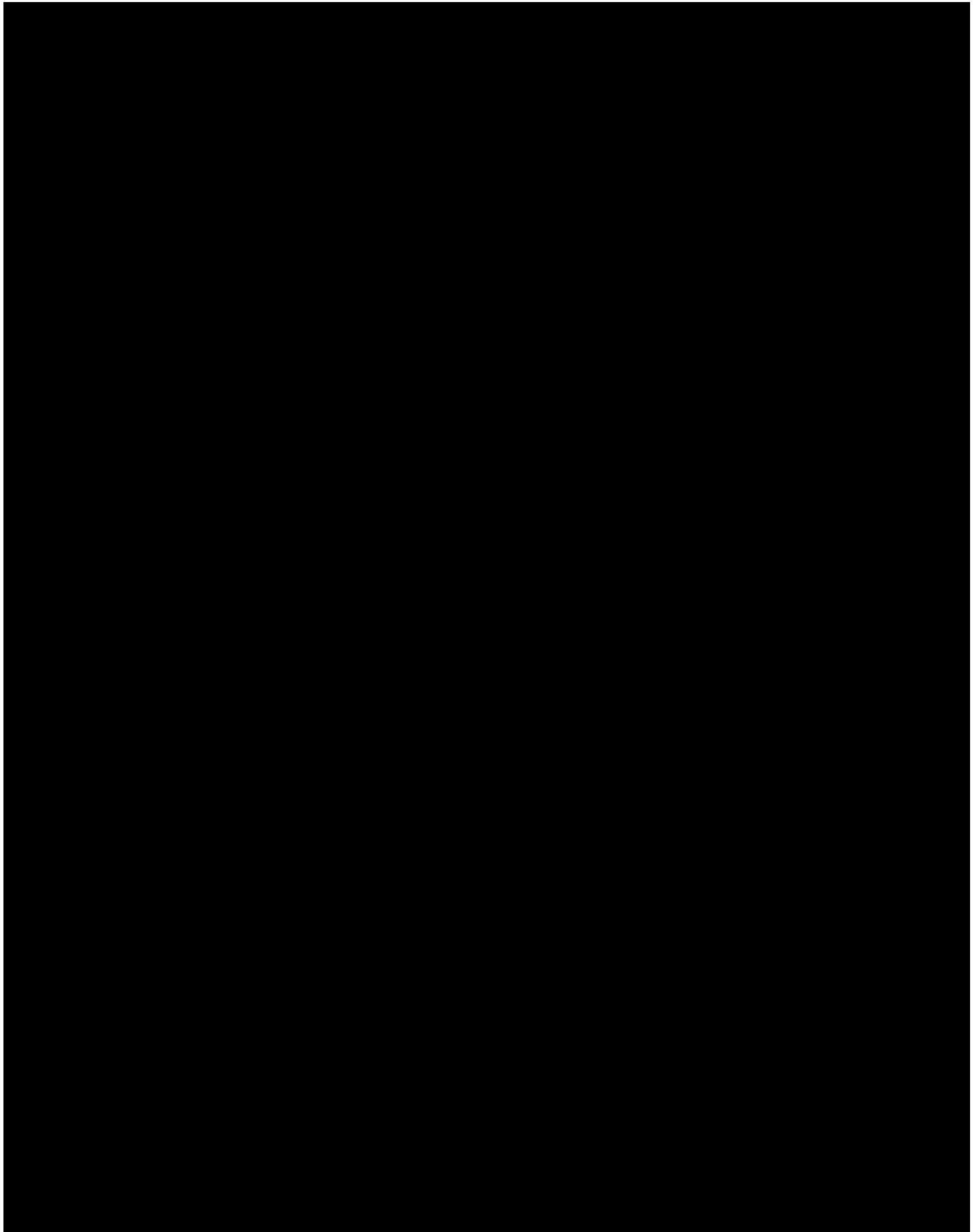


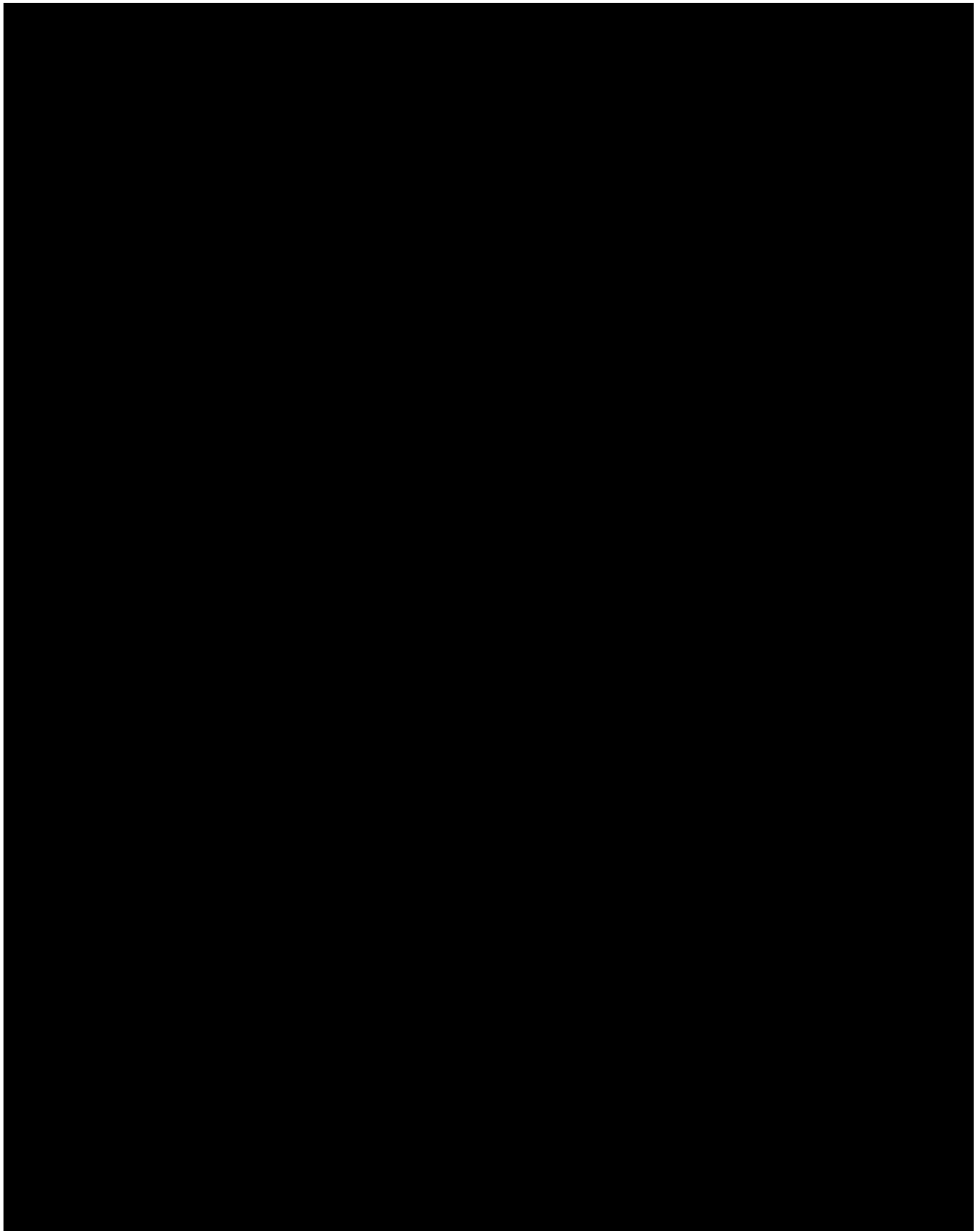


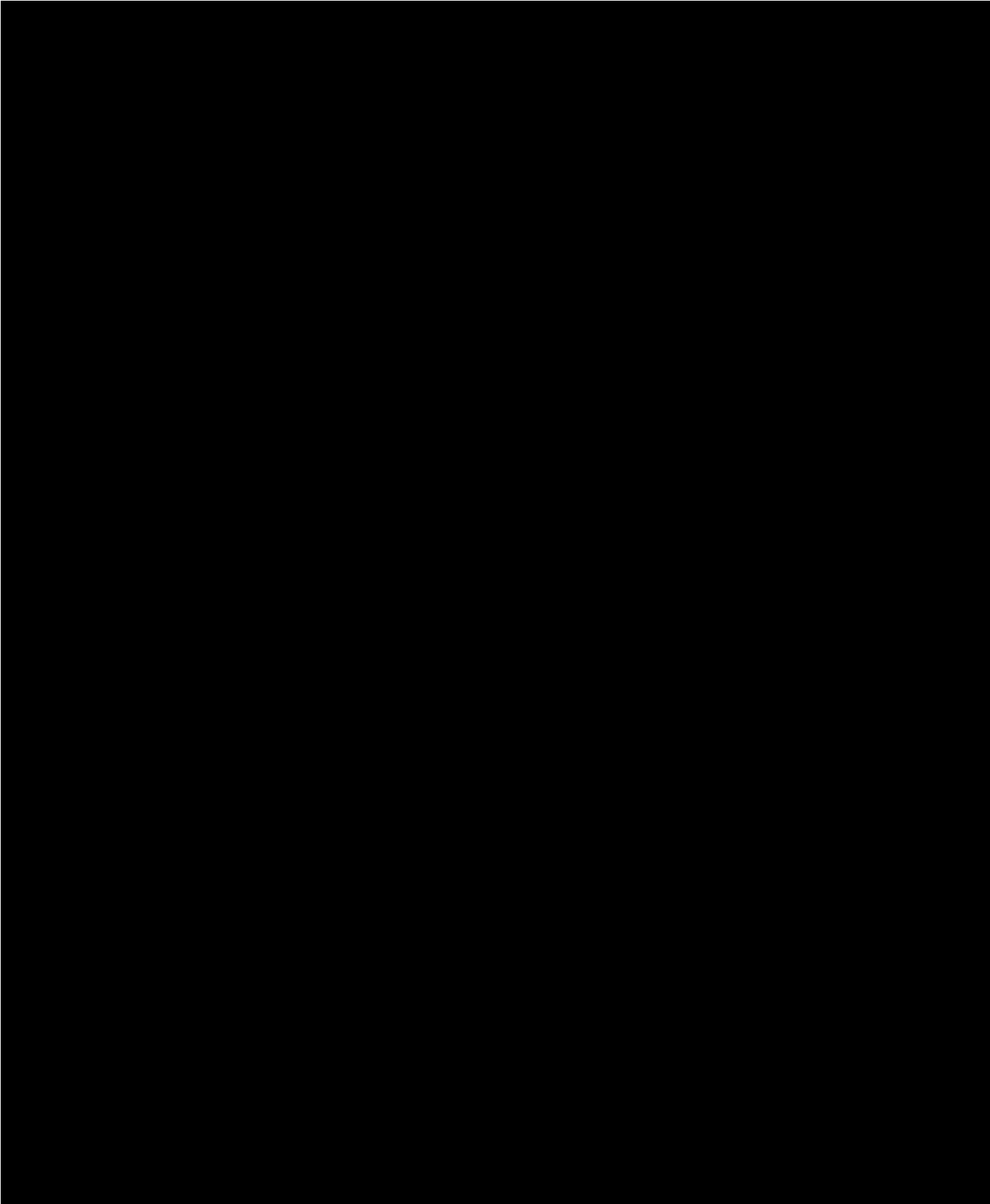
**Call-Off Schedule 25 (Supplier Terms)**

**Oracle 'Supplier Terms' for Professional Services under CCS Framework Contract RM6285**

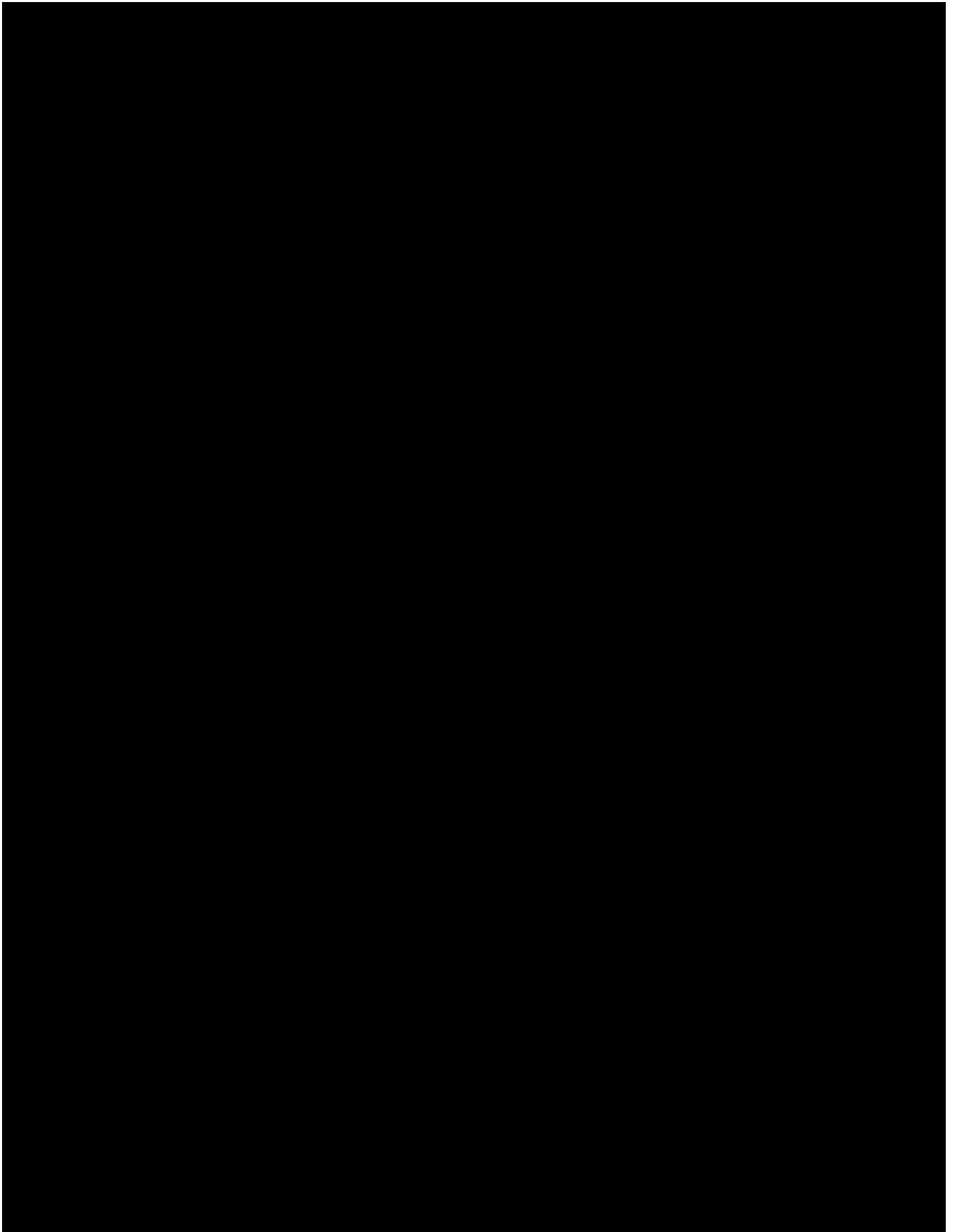


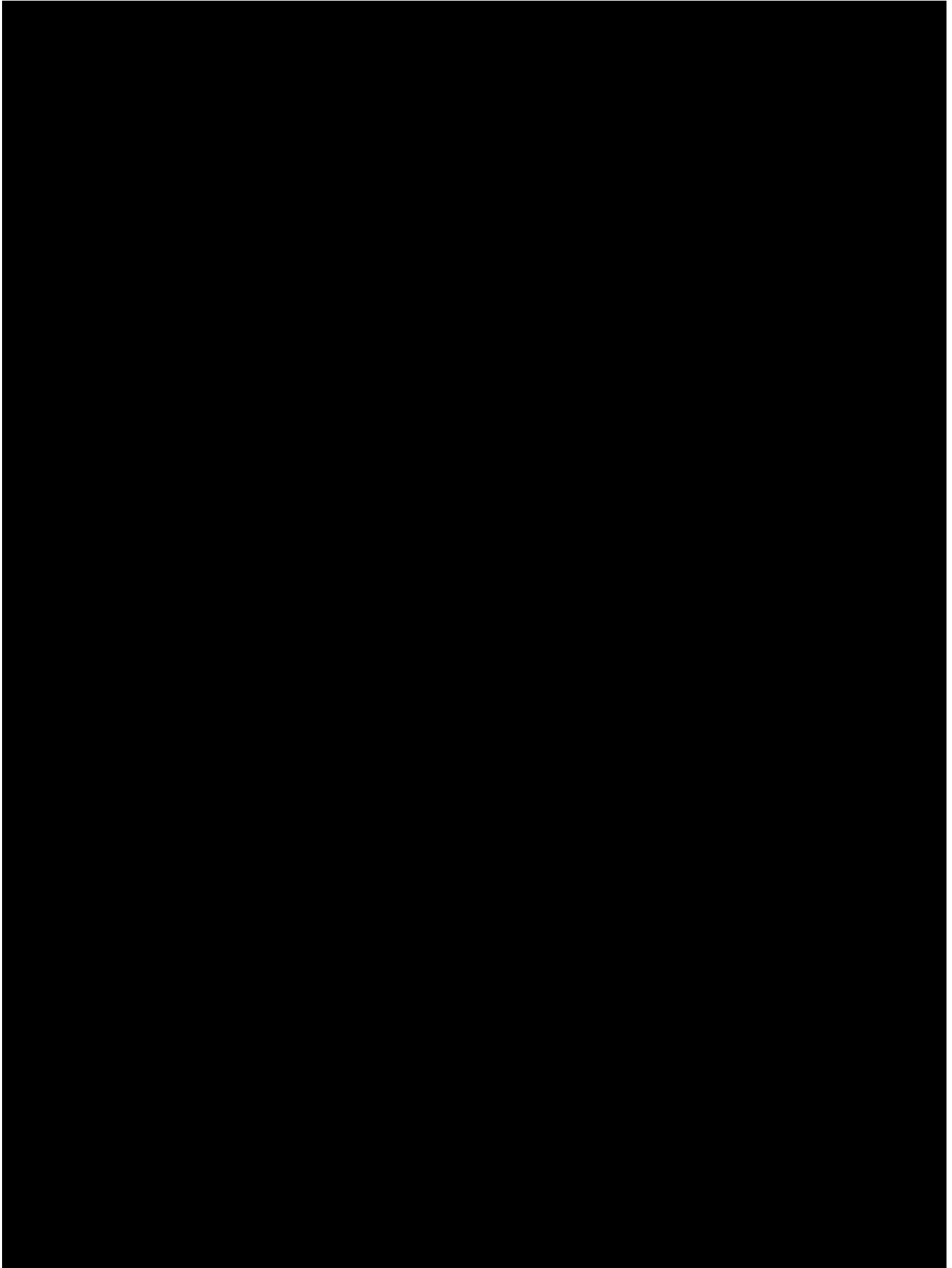


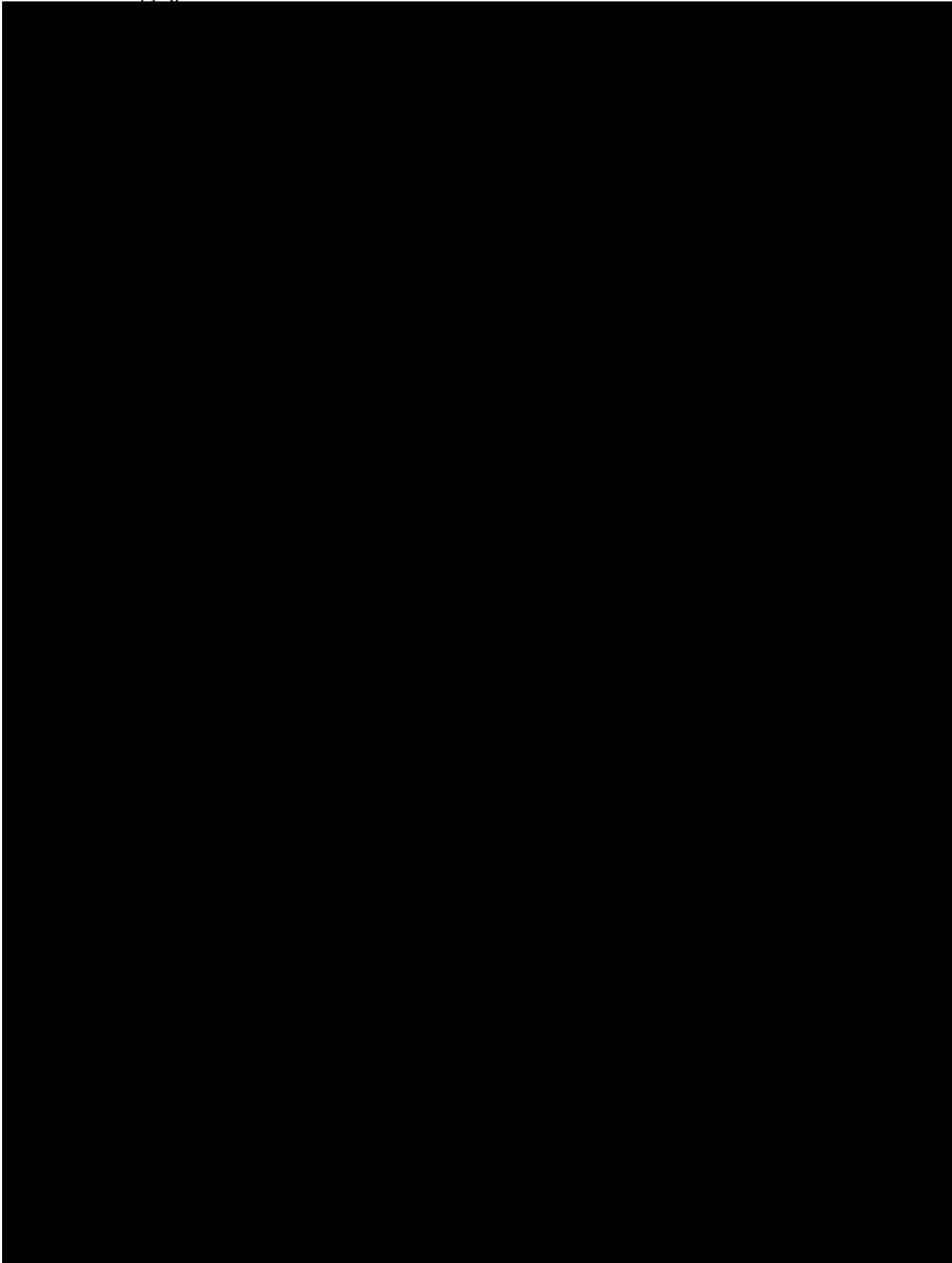


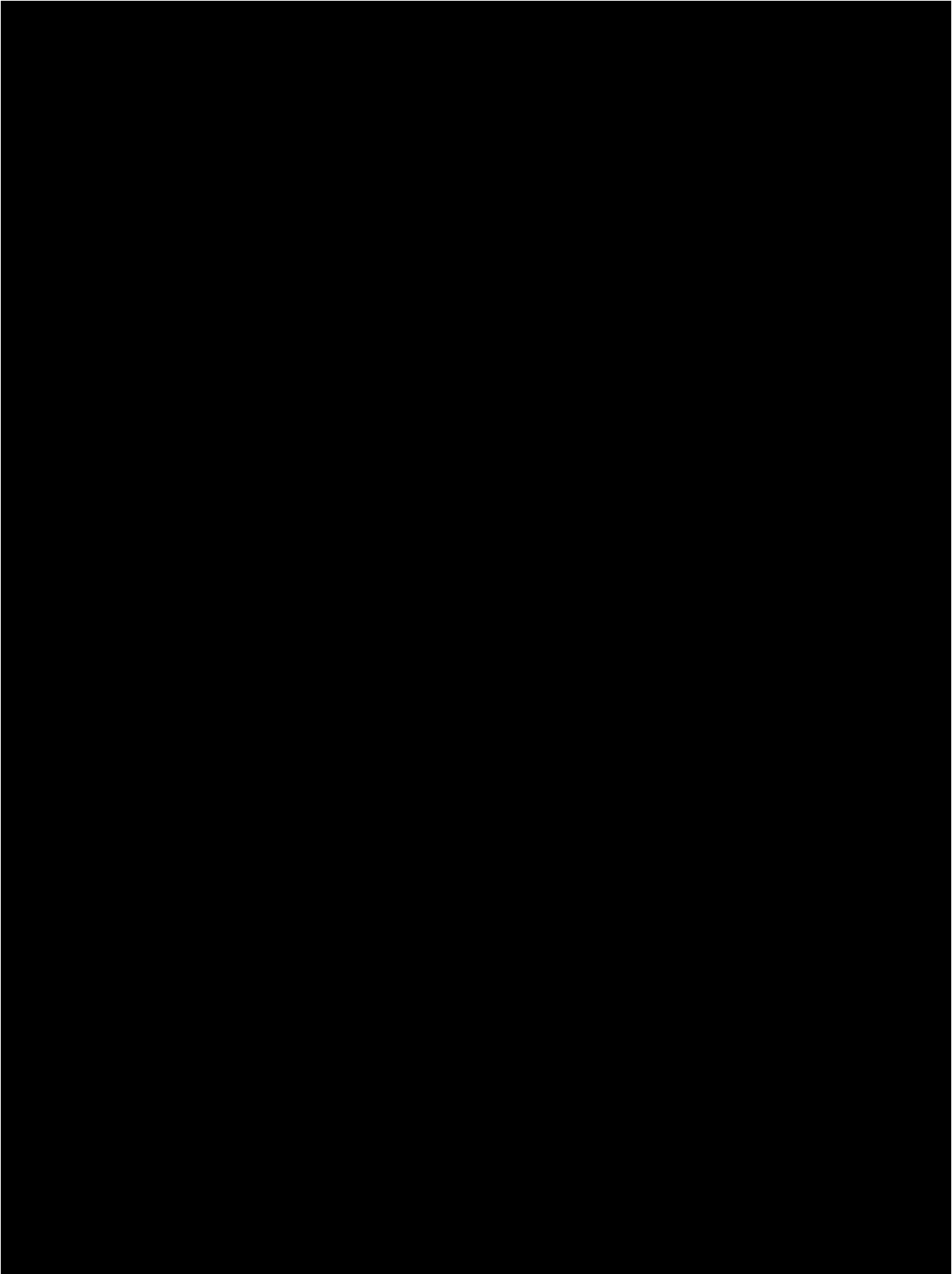


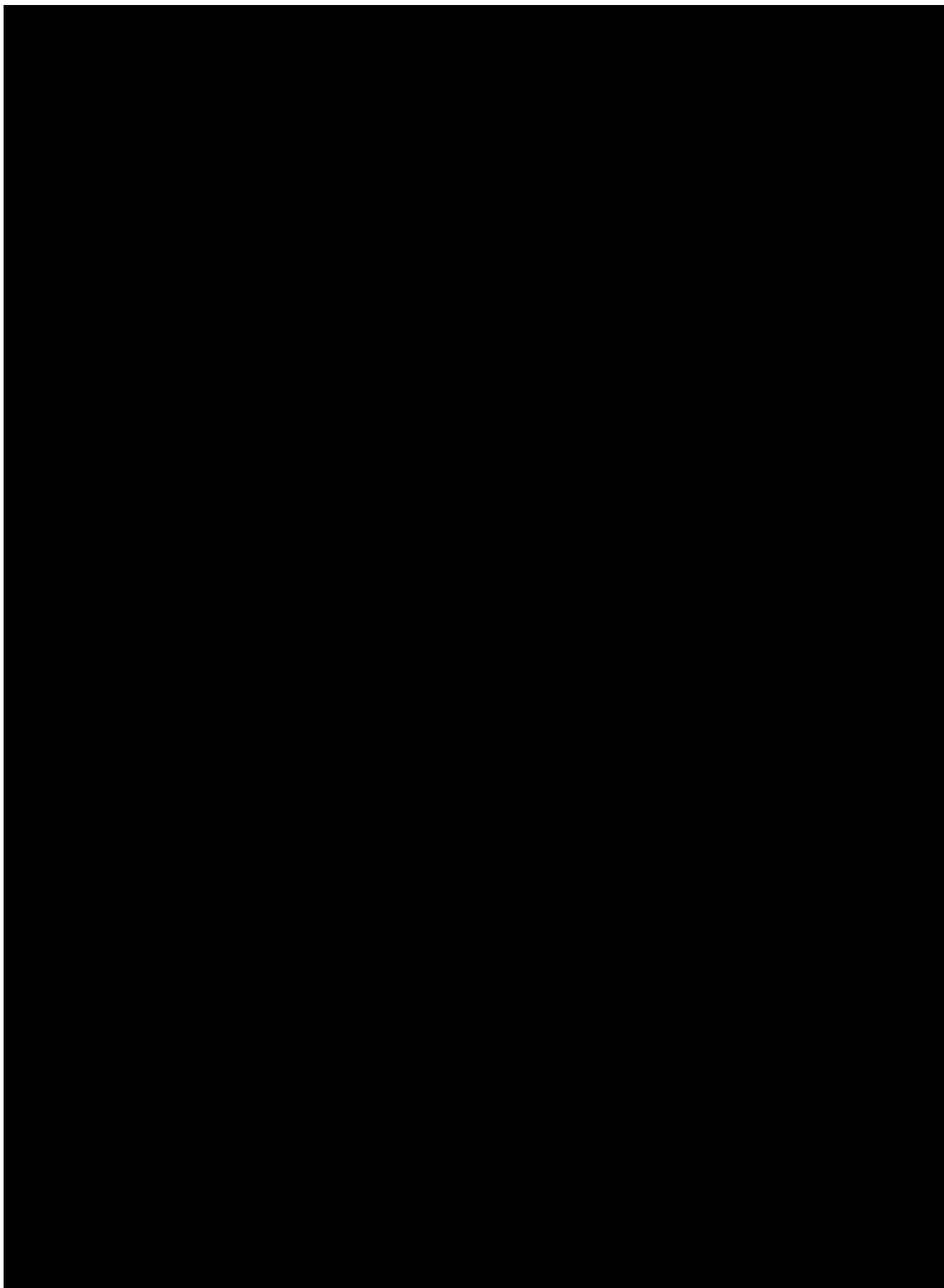


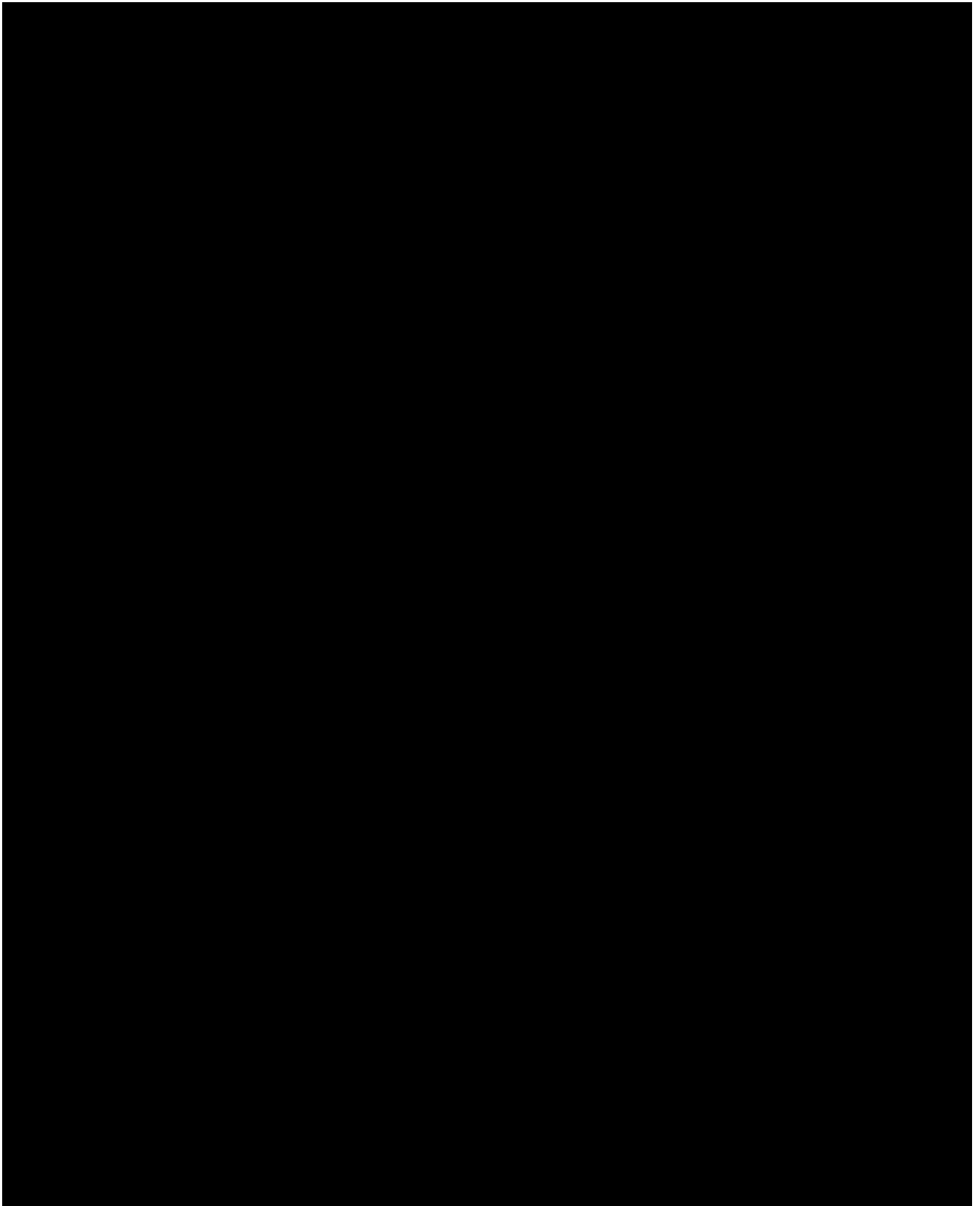


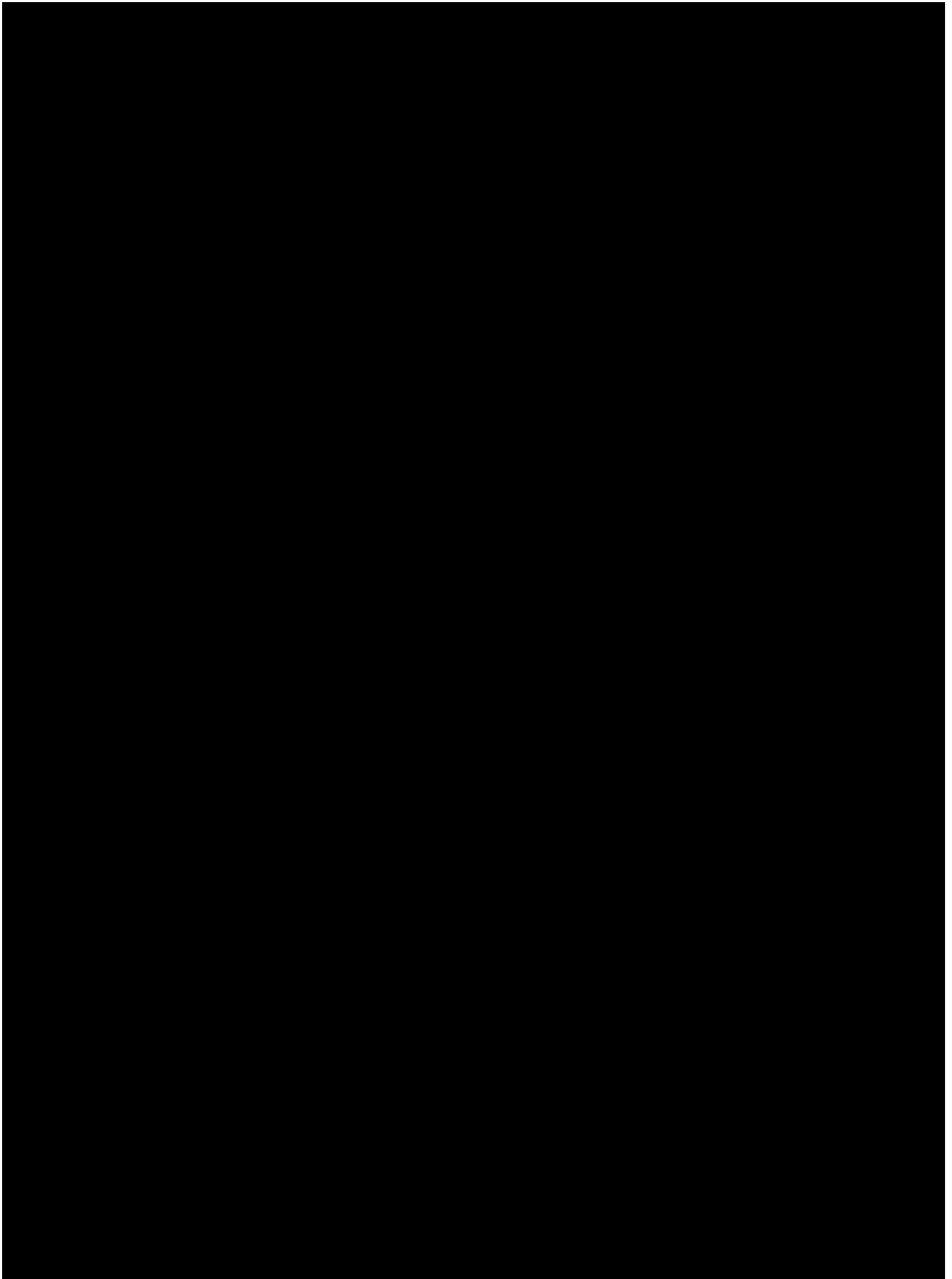


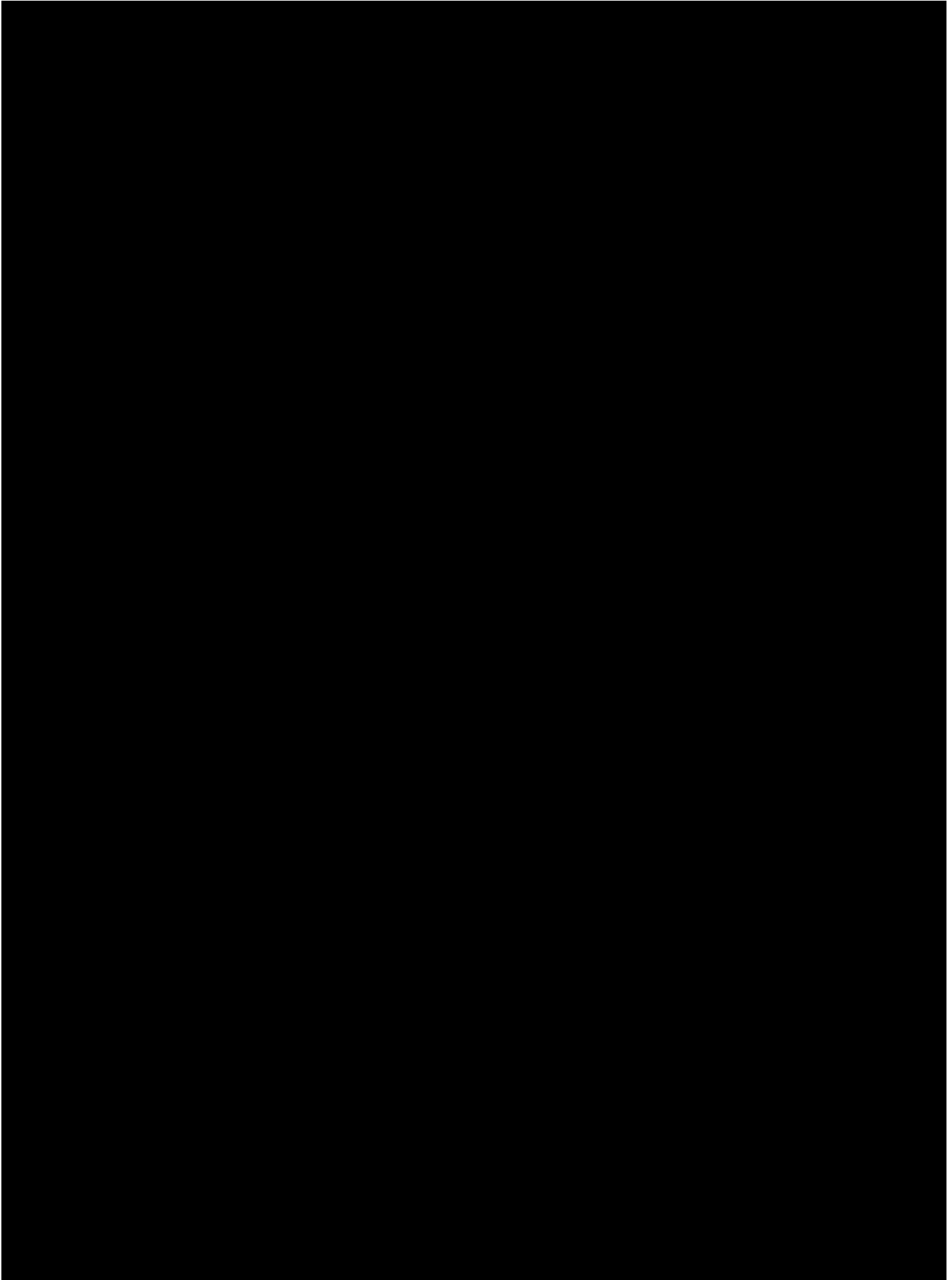




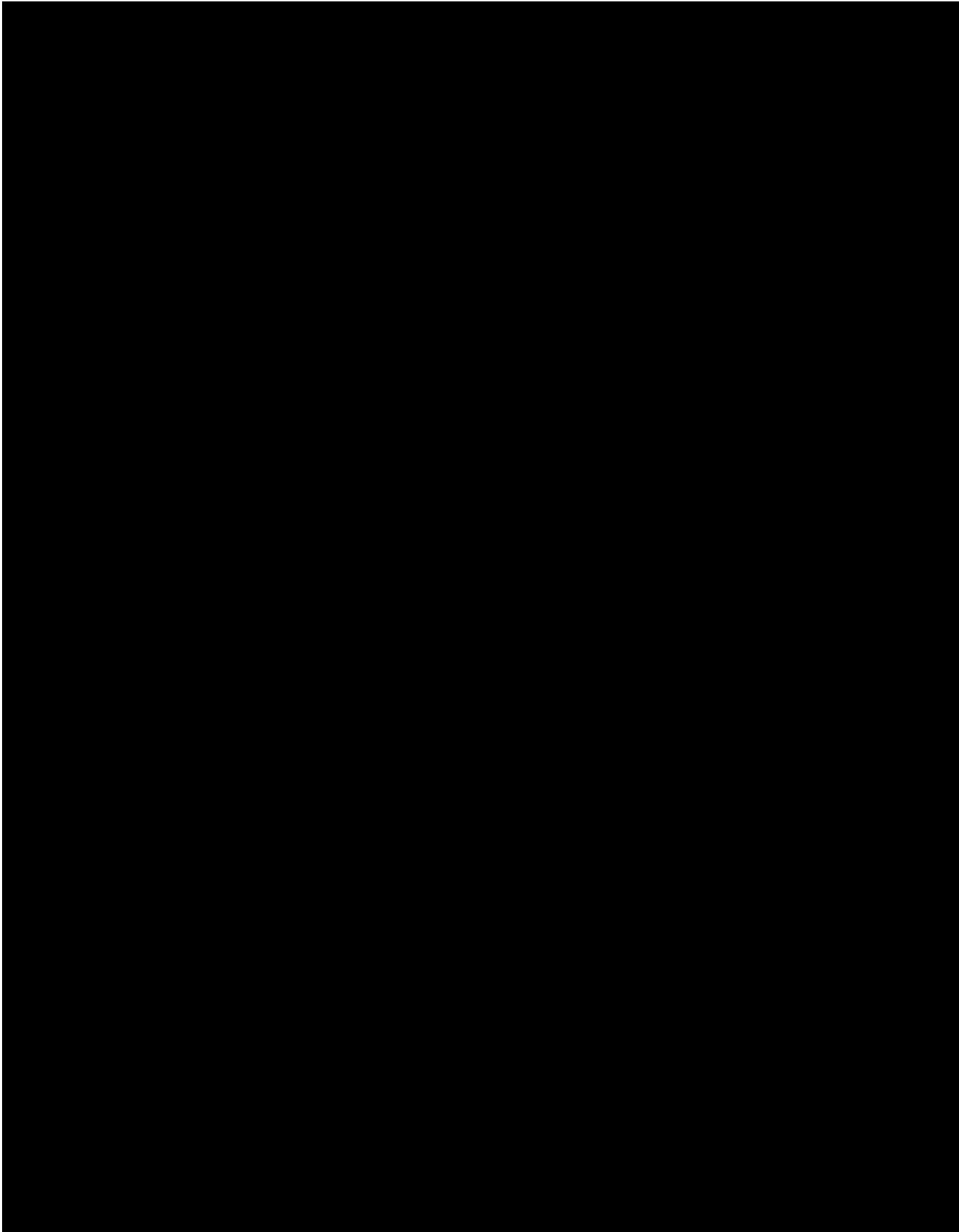












**APPENDIX 1**

**ORACLE STAFF VETTING**

