



ORDERING DOCUMENT

Customer Name: Ministry of Justice
Customer Address: Seventh Floor, 102 Petty France,
London, SW1H 9AJ

Oracle Corporation UK Limited
Oracle Parkway, Thames Valley Park,
Reading, Berkshire, RG6 1RA

Oracle Corporation UK Limited is a company registered in England & Wales with Company No. 1782505 and with its registered office at Oracle Parkway, Thames Valley Park, Reading, Berkshire RG6 1RA

ORACLE CONTRACT INFORMATION

Agreement: Oracle Cloud Services Agreement Reference Redacted

Ordering Document Number: GB-10770289

This order incorporates by reference the terms of the agreement specified above and all amendments thereto (the "Master Agreement"). As used in this order, "you" or "your" shall refer to the customer as defined in the Master Agreement. The following terms, as used in this order and the Master Agreement, whether or not capitalized, shall have the same meaning: "Agreement" and "Master Agreement"; "You" and "Your" and "Customer"; "Ordering Document" and "order"; "Services" and "services".

A. SERVICES

You have ordered the services listed below in the table and detailed in the attached exhibit(s), which are incorporated herein by reference.

All fees on this order are in pounds sterling (£).

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Fixed Price Services	Exhibit 1	Redacted	Redacted	Redacted
Total Fees and Estimated Expenses				Redacted

B. ORDER TERMS

1. Payment Terms.

Fees and expenses are in accordance with the referenced exhibit(s). All fees payable to Oracle are due within thirty (30) days from the invoice date. Invoices for services performed under separate exhibits may be provided separately. Fees for any time and materials engagements listed above (if any) are estimated fees, as detailed in the referenced time and material services exhibit(s).

2. Segmentation.

The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings You may receive or have received from Oracle. You understand that You may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

3. Contact Information.

Oracle Consulting Sales Contact:

Name:	Redacted
Address:	Oracle Parkway, Thames Valley Park, Reading, Berkshire, RG6 1RA
Phone:	Redacted
Email:	Redacted

Your Billing/Accounts Payable Contact:

Name:	Redacted
Address:	Newport Shared Services Connected Ltd (SSCL) – Ministry of Justice PO Box 743, Newport, NP10 8FZ
Phone:	Redacted
Email:	Redacted

4. Order of Precedence.

In the event of any inconsistencies between (i) the Master Agreement and this order, this order shall take precedence, and (ii) this order (excluding exhibits) and any attached exhibits, the exhibits shall take precedence.

5. Change Control Process.

Any request for any change in services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of your order. Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until you and Oracle agree in writing to the proposed change in an amendment to this order and/or applicable exhibit(s).

6. Force Majeure.

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than thirty (30) days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for services provided.

7. Export.

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under this order, and you agree to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). You agree that no data, information, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

8. Relationship Between Parties.

Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. If while performing services Oracle requires access to other vendor’s products that are part of your system, you will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on your behalf.

9. Rights Granted / Restrictions.

Upon payment hereunder, and subject to the terms of this order and the Master Agreement, You have the non-exclusive, non-assignable, royalty free, perpetual (but only in the case of deliverables for an on premise license), worldwide (subject to any applicable restrictions under US export laws), limited right to access and use, for Your internal business operations, the services that You ordered under this order and anything developed by Oracle and delivered to You under this order (“services and deliverables”). You may allow Your agents and contractors to use the services and deliverables for this purpose and You are responsible for their compliance with this order in such use. Oracle or its licensors retain all ownership and intellectual property rights to the services and deliverables, including derivative works thereof. You do not acquire any right or license to use, or allow Your Users in the case of a managed/hosted environment, to use, any service or deliverable in excess of the scope (including but not limited to the specified service environment) or duration of the services and deliverables ordered hereunder. The services and deliverables may be related to Your license to use products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such products.

10. Ordering Document Definitions.

10.1. “Professional Services” means, collectively, the consulting and other professional services which you have ordered under this order.

10.2. “Services” for purposes of this order shall have the same meaning as the term “Professional Services”. Accordingly, notwithstanding any provision or interpretation of the Master Agreement to the contrary, for purposes of this order, the term “Services” does not include any Cloud Services.

10.3. “Service Specifications” as used in the Master Agreement means any exhibit(s) attached to this order.

11. Services Privacy/Services Security.

In performing the Services under this order, Oracle will comply with the (a) Oracle Services Privacy Policy available at <http://www.oracle.com/legal/privacy/services-privacy-policy.html> and (b) Oracle Consulting & Advanced Customer Services Security Practices available at <https://www.oracle.com/corporate/contracts/consulting/policies.html>. Both documents are incorporated herein by reference. Oracle may update such policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services. You agree to restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations greater than those specified in this order.

12. Additional Third Party Subprocessors for Oracle Consulting.

To the extent You provide personal information to Oracle as part of Oracle's provision of services under this order, Oracle will comply with the applicable version of the Oracle Data Processing Agreement for Oracle Services. The version of the Data Processing Agreement applicable to Your order is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing> and is incorporated herein by reference.

For the services specified in this order, in addition to the Third Party Subprocessors listed on My Oracle Support, the following Third Party Subprocessors may also process Your personal information:

Third Party Subprocessor	Location	Type of Service
N/A	N/A	N/A

This quote is valid through **30-APR-2021** and shall become binding upon execution by You and acceptance by Oracle.

Ministry of Justice

Oracle Corporation UK Limited

Authorized Signature: _____

Authorized Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

Ordering Document Effective Date: **18-MAR-2021**

FIXED PRICE EXHIBIT

ORACLE CONTRACT INFORMATION

Customer Name: Ministry of Justice
Ordering Document Number: GB-10770289
Exhibit Number: Exhibit 1

This exhibit incorporates by reference the terms of the ordering document specified above.

1. Description of Services and Deliverables.

1.A. Definitions.

- **“Cloud”** is a general term meaning the delivery of hosted services over the internet.
- **“Oracle Cloud Services”** shall mean the Oracle Software as a Service (“SaaS”) offerings and related Oracle Programs subscribed by the Client. The term “Oracle Cloud Services” does not include the Services included in this Exhibit.
- **“Configure”** and **“Configuration”** shall mean the setup of the applications using the standard functionality provided within the Oracle Cloud Services release planned for Go-Live.
- **“Oracle Cloud Application”** shall mean the software application to be configured based on the Oracle Cloud Services subscribed by the Client.
- **“Oracle Modern Best Practice(s)”** shall mean a collection of business processes that are pre-defined by Oracle and are designed to map to certain portions of the standard functionality contained in the respective Oracle Cloud Services.
- **“Oracle Programs”** shall mean the software products owned or licensed by Oracle to which Oracle grants a customer access as part of the Oracle Cloud Services, including Program Documentation, and any program updates provided as part of the Oracle Cloud Services. The term “Oracle Programs” does not include separately licensed third party technology.
- **“Program Documentation”** shall mean user manuals for the Oracle Program(s) referenced within the Oracle Cloud Services subscription, as well as any help windows and readme files for such Oracle Programs. The Program Documentation describes technical and functional aspects of the Oracle Programs.
- **“Standard functionality”** shall mean the standard functionality of the Oracle Programs as set out in the relevant Program Documentation.

1.A.1. Services.

Oracle will provide You with services to plan, configure and deploy Your Oracle Strategic Workforce Planning (SWP) Cloud application. The implementation will follow the Oracle True Cloud Method (“Oracle TCM”) for Cloud application implementations.

1.A.2. Business Processes in scope:

Oracle will configure the following business processes in the modules of Your Oracle Cloud Application.

Process Description
Workforce Supply
Resource Demand and Gap analysis

1.A.3. Detailed Scope.

1.A.3.1. Project activities.

Oracle will provide the Services for Your Oracle Strategic Workforce Planning Cloud Service project using the Oracle TCM phases – FOCUS, REFINE, ENABLE and LIVE-OPERATE, as described below. The following sections describe the activities to be completed by Oracle. Some of the activities listed in this section will require active participation by Your personnel.

The project will be delivered in three (3) Waves, as indicated below:

1. Wave 1: Pilot business area
The purpose of the Pilot is to implement Your Oracle Strategic Workforce Planning (SWP) Cloud application for a small user population, in a single business area, in order to incorporate Your specific workforce planning drivers and to support Your user research activity. Data for the Pilot will be manually loaded.
2. Wave 2: Second (2nd) business area
The purpose of Wave 2 is to roll out Your Oracle Strategic Workforce Planning (SWP) Cloud application to an additional, potentially larger, business area and incorporate planning drivers which are specific to that business area. Data loads will be automated, including those required for the Pilot.
3. Wave 3: Third (3rd) business area
The purpose of Wave 3 is to roll out Your Oracle Strategic Workforce Planning (SWP) Cloud application to an additional business area and incorporate planning drivers which are specific to that business area. Additional data loads will be automated.

Oracle will perform Oracle True Cloud Method activities for each Wave as described below:

1.A.3.1.1. Wave 1: Pilot business area.

TCM Phase	Key Activities
FOCUS	Redacted

REFINE (Choose and Visualize)	Redacted
REFINE (Confirm)	Redacted
ENABLE	Redacted
LIVE - OPERATE	Redacted

1.A.3.1.2. Wave 2: Second (2nd) business area.

TCM Phase	Key Activities
FOCUS	Redacted
REFINE (Choose and Visualize)	Redacted
REFINE (Confirm)	Redacted
ENABLE	Redacted
LIVE - OPERATE	Redacted

1.A.3.1.3. Wave 3: Third (3rd) business area.

TCM Phase	Key Activities
FOCUS	Redacted
REFINE (Choose and Visualize)	Redacted
REFINE (Confirm)	Redacted
ENABLE	Redacted

LIVE - OPERATE	Redacted
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1.A.4. Configuration Scope.

This section sets out the detailed assumptions and parameters for the configuration of the modules and processes in scope.

Scope	Scope Description
Application and business areas	Redacted
Drivers	Redacted
Forms	Redacted
Business Rules	Redacted
Reports	Redacted
Dimensions	Redacted
Security	Redacted

1.A.5. Integrations in scope.

Oracle will develop and test the following integrations using the Oracle EPM Data Management component within the Strategic Workforce Planning Cloud Service for each Wave in scope as outlined in Section 1.A.4:

Integration
Redacted

Oracle will automate the integrations using standard Oracle EPM Data Management functionality.

1.B. Deliverables.

Services performed by Oracle under this exhibit shall be for the purpose of providing the following deliverables:

Wave	Deliverable Number	Deliverable	Deliverable Description
Wave 1: Pilot business area	D1	Project Management Plan (PMP)	Redacted
	D2	Project Work Plan (PWP)	Redacted
	D3	System Testing Scripts	Redacted
	D4	Final Validation Testing Assistance	Redacted
	D5	Information sharing session	Redacted
	D6	Post Go-Live Assistance	Redacted
	D7	Lessons Learned	Redacted
Wave 2: Second (2 nd) business area	D8	Foundation Design Document	Redacted
	D9	System Testing Scripts	Redacted

Wave	Deliverable Number	Deliverable	Deliverable Description
	D10	Final Validation Testing Assistance	Redacted
	D11	Information sharing session	Redacted
	D12	Go Live Configuration Documentation	Redacted
	D13	Post Go-Live Assistance	Redacted
	D14	Lessons Learned	Redacted
Wave 3: Third (3 rd) business area	D15	Updated Foundation Design Document	Redacted
	D16	System Testing Scripts	Redacted

Wave	Deliverable Number	Deliverable	Deliverable Description
	D17	Final Validation Testing Assistance	Redacted
	D18	Information sharing session	Redacted
	D19	Go Live Configuration Documentation	Redacted
	D20	Post Go-Live Assistance	Redacted
	D21	Lessons Learned	Redacted

2. **Your Obligations and Project Assumptions.** You acknowledge that Your timely provision of and access to office accommodations, facilities, and equipment (if applicable), and assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Services as set forth in this exhibit. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation. You acknowledge that if Oracle’s cost of providing Services is increased because of Your failure to meet the obligations listed in this exhibit, failure to provide cooperation, or because of any other circumstance outside of Oracle’s control, then You agree to pay Oracle for such increased costs. Such increased costs may include time during which Oracle resources are under-utilized because of delays.

You acknowledge that Oracle's ability to perform the Services depends upon Your fulfillment of the following obligations and the following project assumptions:

A. Your Obligations.

1. If the Services are provided for on premise Products, maintain the properly configured hardware/operating system platform to support the Services.
2. If the Services are provided for on premise Products, obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of Services.
3. If the Services are provided for on premise Products, maintain annual technical support for the Oracle software and hardware with access to software patches and updates made available by Oracle under separate contract throughout the term of the Services.
4. If the Services are provided in an Oracle hosted cloud environment, obtain Cloud Services under separate contract prior to the commencement of Services under this exhibit and maintain such Cloud Services for the duration of the Services provided under this exhibit.
5. If Oracle provides You with access to a third party tool (software or cloud service) to facilitate collaboration between You and Oracle related to the Services ("Third Party Collaboration Tool"), You agree to comply with the applicable terms found here <https://www.oracle.com/a/ocom/docs/corporate/ocs-third-party-tools.pdf>. Such applicable terms shall become binding upon You upon any use by You of the corresponding Third Party Collaboration Tool.
6. Provide Oracle with full access to the relevant documentation and the functional, technical, and business resources with adequate skills and knowledge to support the performance of Services.
7. Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, legally acceptable oxygen concentration levels, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations).
8. Provide any notices, and obtain any consents, required for Oracle to perform Services.
9. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
10. If Services are performed remotely, provide Oracle resources with remote access to Your systems and environments required for such Services, using an Oracle-defined standard virtual private network or an Oracle Web Conference or similar, agreed-upon third-party web conferencing application (collectively, "remote access tools"), including by: (a) installing the remote access tools prior to the commencement of Services and maintaining them for the duration of the Services (e.g., by acquiring any equipment and performing labor) to ensure all components of Your Oracle software environment are accessible and in compliance with all Oracle's requirements; and (b) obtaining all rights to use the remote access tools for all Oracle resources providing remote Services. You acknowledge and agree that: (i) Oracle is not responsible for network connections or any related problems, such as bandwidth issues, excessive latency, network outages, or any performance or other conditions caused by an internet service provider or the network connections; and (ii) all terms and conditions applicable to any third-party web conferencing application shall have no force or effect whatsoever.
11. You will modify Your processes as necessary to comply with the Oracle Modern Best Practice processes and standard functionality of the Oracle Cloud Application.

12. Non-Oracle Cloud data will be provided by You in a single agreed format for load into EPM Cloud.
13. You will be responsible for the planning, executing, and managing all aspects Your Final Validation testing of the application.

B. Project Assumptions.

1. Owing to the uncertainties of the evolving Covid-19 situation, the provision of any on-site Services under this order is subject to the delivery resources being permitted and able to perform such Services taking into consideration applicable laws and regulations, including those pertaining to health, safety and mobility (whether in the country of service provision and/or the country of location of the delivery resources). If the provision of any on-site Services is negatively impacted due to circumstances related to or arising from the Covid-19 situation, Oracle and You agree to cooperate in good faith to review such impact and, if necessary, amend any resource plans, work plans, service specifications, time schedules and the like in accordance with the change control process of this order, including possibly putting in place an infrastructure (e.g. Virtual Private Network (VPN)) to enable a remote delivery of services. For the avoidance of doubt, this section is without prejudice to the parties' rights and obligations under the force majeure clause.
2. All project documentation, presentations and project communication will be in the English language.
3. Oracle will use EPM Data Management capability to automate integrations where automation is required.
4. All Services will be delivered remotely.

3. Acceptance of Deliverables. Upon completion of any deliverable set forth in Section 1.B. of this exhibit, Oracle shall provide a copy thereof to You. At such time, if You request, Oracle will demonstrate to You that the deliverable conforms to the description specified for such deliverable in Section 1.B. of this exhibit. You will be responsible for any additional review and testing of such deliverable in accordance with any mutually agreed test scripts as may be included in Oracle's project management plan. If the deliverable does not conform with the description for such deliverable specified in Section 1.B. of this exhibit and/or any such test scripts, You shall have three (3) business days after Oracle's submission of the deliverable ("acceptance period") to give Oracle written notice which shall specify the deficiencies in detail. Oracle shall use reasonable efforts to promptly cure any such deficiencies. After completing such cure, Oracle shall resubmit the deliverable for Your review and testing as set forth above. Upon accepting any deliverable submitted by Oracle, You shall provide Oracle with written acceptance of such deliverable. If You fail to provide written notice of any deficiencies within the acceptance period, as provided above, such deliverable shall be deemed accepted at the end of the acceptance period.

4. Fees, Expenses, and Taxes.

- A. Fees and Expenses. You agree to pay Oracle the fee specified below for the Services and deliverables described in this exhibit. This fee does not include expenses or taxes. Upon completion of a milestone, the corresponding fee for such milestone specified below becomes due and payable and Oracle shall thereafter invoice, and You shall pay, such milestone fee; this payment obligation shall become non-cancelable and the sum paid non-refundable on such completion date. A milestone is completed once all the deliverable(s) under such milestone are accepted, or deemed accepted, in accordance with Section 3 (Acceptance of Deliverables).

No.	Milestone	Associated Deliverables	Milestone Fee (£)
M1	Completion of Wave 1: Pilot business area	D1 – D7	Redacted
M2	Completion of Wave 2: Second (2 nd) business area	D8 – D14	Redacted
M3	Completion of Wave 3: Third (3 rd) business area	D15 – D21	Redacted
Total Fixed Fee			Redacted

Expenses related to the providing of the Services and deliverables are specified in Your order. Such expenses will be invoiced monthly as they are incurred.

5. **Project Management.** You and Oracle each agree to designate a project manager who shall be responsible for coordinating its activities under this exhibit. You and Oracle each shall direct all inquiries concerning the Services to the other party's project manager. Your project manager shall have the authority to approve Services on Your behalf. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.
6. **Termination.** You may terminate this exhibit without cause, by providing Oracle with thirty (30) business days prior written notice. The effective date of termination under this section shall be the end of the thirtieth (30th) business day after Oracle receives written notice of termination from You. You shall pay fees and expenses (including those expenses for which Oracle has become obligated in connection with the contemplated Services) and taxes through the effective date of termination. The fee for a completed deliverable shall be the fees stated in this exhibit for such deliverable. The fees for an incomplete deliverable shall be calculated and invoiced on a time and materials basis, at Oracle's standard time and materials rates in effect when such Services are performed, but shall not exceed the fee stated in this exhibit for such deliverable. You and Oracle each will use reasonable efforts to mitigate fees and expenses in the event of such termination.