

Ordering Document Number: GB-13956762

Oracle Corporation UK Limited Oracle Parkway, Thames Valley Park, Reading, Berkshire, RG6 1RA <small>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.</small>	Your Name: Department for Work and Pensions (DWP) Your Address: Peel Park, Pink Zone, 2nd Floor, West Wing, Brunel Way, Blackpool, FY4 5ES, United Kingdom
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Oracle Representative:	REDACTED – FOI 40	Your Billing Contact:	REDACTED – FOI 40
Address:	Scotscroft Building, Towers Business Park, Didsbury, Manchester, M20 2RY, United Kingdom	Address:	Peel Park, Pink Zone, 2nd Floor, West Wing, Brunel Way, Blackpool, FY4 5ES, United Kingdom
Phone Number:	REDACTED – FOI 40	Phone Number:	REDACTED – FOI 40
Email Address:	REDACTED – FOI 40	Email Address:	REDACTED – FOI 40

You have ordered the Services listed in the table below and detailed in the attached exhibit(s), which are incorporated herein by reference. For the purposes of this order and for clarity, “Service Offerings” shall mean the “Services”.

Service Offerings Ordered	Part Number	Quantity	Term (months)	Start Month*	End Month*	Fees**	Estimated Expenses
Fixed Scope Services – Exhibit 1 A. Oracle Custom Fixed Scope Service	N/A	1	6	1	6	£1,300,000.00	£0.00
Total Fees and Estimated Expenses						£1,300,000.00	£0.00

* Start Month to End Month shall correspond to the period beginning on **13-FEB-2023 to 12-AUG-2023**.

** Excluding VAT

A. TERMS

- Applicable Master Agreement:** This order incorporates by reference the Master Agreement **UK-PS-OMA-652015** and all amendments and addenda thereto (collectively, the “Master Agreement”).
- Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies document is attached at Appendix A (“Policies”) and the Policies apply to and are incorporated into this order. The Policies are subject to change for time-to-time, but such changes will not materially reduce the level of performance, security, or availability of the Services under this order for the duration of the Services Period. Further, the Policies contain words, phrases or specific web addresses that allow You to click through to another section of the same document or to a URL which contains a policy, terms and conditions or any other document (“**Additional Hyperlinks**”). To the extent only the then-current and appropriately localised Additional Hyperlinks that apply to the Services provided under this order, such Additional Hyperlinks apply, and are incorporated by reference, to this order. Where Oracle has used Additional Hyperlinks in the Policies to supplement the Policies, Oracle shall, during the Services Period, not materially reduce the level of performance, security, or availability of the Services under this order.

In addition, Oracle updates to Policies will not: (a) increase the fees specified in the order for the quantity of Services purchased in the table(s) above this section A during the term for such Services or (b) have a negative and detrimental effect on Your contractual rights and/or obligations.

You may subscribe to receive an alert about updates to Oracle Cloud Hosting and Delivery Policies and Services Descriptions (and other Services Specifications made available by Oracle) in respect of the Cloud Services You have purchased under a separate order at www.go.oracle.com/LP=82034.

3. **Payment Terms:** Net thirty (30) days from invoice date.
4. **Currency:** Pounds Sterling (£).
5. **Offer Valid through: 28-FEB-2023.**
6. **Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.
7. **Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; (c) the Policies; and (d) the Master Agreement.
8. **Rights Granted:** For the duration of the services term applicable to Your related Cloud Services order with reference: “CPQ-2658402–1” and subject to Your payment obligations, and subject to the terms of this order and the Master Agreement, this order and including any attached exhibit(s), You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle to You as part of the Services Offerings under this order (“**services and deliverables**”) for Your internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

Under such license granted above, You may also allow a Service Recipient (as defined below) to use the services and deliverables and You may allow Your users and those authorised users of Your Service Recipients (“**Users**”) to use the services and deliverables for this purpose only. You are responsible for Your Users, the Service Recipients and their Users’ compliance with this order, any exhibit, the Master Agreement and/or such other ordering document with respect of such use. A “Service Recipient” means “those entities that are specified in the attached Schedule A to this order (“**Service Recipients Schedule**”) for which You provide services related to Your license to use products/services owned or distributed by Oracle which You acquired under the separate ordering document with reference: “CPQ- 2658402–1” during the term of the services under such separate ordering document. You may request to add entities to the Service Recipients Schedule from time to time provided that: (a) the identity of any Service Recipient has been notified to Oracle in advance and Oracle has expressly agreed to add them as a named recipient of the services and deliverables by way of an amendment to this order, before that Service Recipient will have a right to use the services and deliverables under this section, and (b) for long as such entity: (i) does not have an existing right to use or access to such Services provided by Oracle under a separate agreement (whether directly or indirectly) and (ii) is a public sector body which is wholly under Your management or control (including a body that is financed for the most part by You but not having an industrial or commercial character) and is established to carry out public services in the public interest and is commissioned and overseen by You to deliver Your services. You warrant to notify the Service Recipient in writing that by You entering into this order, the Service Recipient agrees to be bound by the terms and conditions of the Master Agreement and this order and any exhibit and all applicable ordering documents, and You shall be responsible for any breach by any Service Recipient (and their Users) of such terms and conditions. Any references to “You” and “Your” as used in the Master Agreement, this order, any exhibit and/or such other ordering document shall be deemed to refer to such Service Recipient.

You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

B. ADDITIONAL ORDER TERMS

1. **Dispute Resolution:** In the event of any dispute or disagreement between the parties arising out of or relating to the Master Agreement or this order (the “dispute”), the parties will endeavor to resolve the dispute in accordance with this section. Either party may invoke this section by providing the other party written notice of its decision to do so, including a description of the issues subject to the dispute. Each party will appoint a Vice President (or equivalent level) (“**representative**”) to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief, may begin until either parties’ representative concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. The parties shall refrain from exercising any termination right and shall continue to perform their respective obligations under the Master Agreement and this order while the parties’ endeavor to resolve the dispute under this section, provided that, any party alleged to be in breach promptly makes good faith efforts to cure the breach and pursue the cure in good faith.

Department for Work and Pensions

**Oracle Corporation UK Limited
Schedule A – Service Recipients**

~~None~~ Authorized Signature: _____

Authorized Signature: _____

Name: REDACTED FOI 40

Name: REDACTED FOI 40

Title: REDACTED FOI 40

Title: REDACTED FOI 40

Signature Date: 10th February 2023

Signature Date: 10-February-2023

Ordering Document Effective Date: 10-February-2023 *{to be completed by Oracle}*

Your Name: Department for Work and Pensions
Ordering Document Number: GB-13956762
Exhibit Number: Exhibit 1

This Advanced Customer Services (ACS) Custom Fixed Scope Service Offerings Exhibit incorporates by reference the terms of Your order.

A. Custom Fixed Scope Service Offerings for Department for Work and Pensions (DWP) Pension Transformation Project Customer Account Manager (PTP CAM) Upgrade and Migration Proof of Concept (PoC) and Deliverables Ordered to the specification of DWP.

1. **Description of Service Offerings.** Oracle will provide You with the following Services:

REDACTED IN FULL

2. **Deliverables.** Service Offerings performed by Oracle under this exhibit shall be for the purpose of providing the following deliverables:

REDACTED IN FULL

B. Service Offerings Delivery Location. For Service Offerings provided remotely as described in Your order, You agree that Oracle may access Your systems at appropriate DWP site agreed between the parties from time to time.

C. Additional Obligations and Project Assumptions. In addition to the obligations stated in Your order, You acknowledge that Oracle's ability to perform Services depends upon Your fulfillment of the following obligations and project assumptions:

1. **Your Obligations.**
1.1 Organisational

REDACTED IN FULL

1.2 Technical

REDACTED IN FULL

1.3 Functional

REDACTED IN FULL

1.4 Documentation

REDACTED IN FULL

2. **Project Assumptions.**

REDACTED IN FULL

3. **Exclusions.**

The following exclusions apply to the work to be carried out by Oracle ACS under this order:

REDACTED IN FULL

- D. Acceptance of Deliverables.** Upon the earlier of the occurrence of: (a) completion of the applicable deliverable set forth in section A.2 (Deliverables) of this exhibit; or (b) completion of a milestone set forth in the Services Offerings Milestone table below, Oracle shall provide a copy of the deliverables 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 A.2 (Deliverables) of this exhibit or acceptance criteria set forth in Section E of this exhibit or such other criteria that is mutually agreed between the parties during the project and documented accordingly (“**Acceptance Criteria**”). Where the parties seek to agree different acceptance criteria, in the event that the parties are unable to agree such acceptance criteria for a deliverable then either party may invoke the dispute resolution procedure under section B.1 (Dispute Resolution) above in the order. You will be responsible for any additional review of such deliverable in accordance with any mutually agreed scripts/tasks 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 A.2 (Deliverables) of this exhibit and/or any such Acceptance Criteria, You shall have ten (10) business days after Oracle’s submission of the deliverable (“**Acceptance Period**”) to give Oracle confirmed acceptance in writing or written notice which shall clearly state in detail any material non-conformance against Acceptance Criteria of the specified deliverable. Oracle shall use reasonable efforts to promptly cure any such deficiencies and resubmit the affected deliverable in accordance with the following paragraph.

After completing such cure, Oracle shall resubmit the deliverable for Your review without unreasonable delay. Upon accepting any deliverable submitted by Oracle, You shall provide Oracle with written acceptance of such deliverable within the Acceptance Period. In the event that confirmation of either acceptance or notification of failures is not received in writing by five (5) business days from the commencement of the Acceptance Period i.e. from day 1 to day 5, then Oracle will use reasonable endeavours to remind Your single point of contact to notify Oracle in writing either You accept the deliverable in question or detail the deficiencies which need to be cured in accordance with this section. If You fail to provide written notice of any deficiencies or written acceptance within a further five (5) business days from the date of reminder by Oracle, then it is acknowledged and agreed by You that there is no deficiency in the deliverables and such deliverables have been accepted by You.

- E. Fees and Expenses.** You agree to pay Oracle the applicable fees for the services and deliverables described in this exhibit, and any applicable taxes. There are no expenses other than those set out above (if any). Upon completion of a milestone, the corresponding milestone fee for such milestone specified below in the Services Offerings Milestone table below for Custom Fixed Scope Service as identified in the Service Offerings Ordered table above becomes due and payable and Oracle shall thereafter invoice, and You shall pay, such milestone fee; this payment obligation shall become non-cancellable and the sums paid non-refundable on such completion date. A milestone is completed once all the deliverable(s) under such milestone are accepted in accordance with Section D (Acceptance of Deliverables).

Milestone #	Deliverable #	Deliverable Descriptions	Deliverable Format	Acceptable Criteria	Deliverable Target due date	Milestone Fee	Milestone Payment Date
DELIVERABLES REDACTED IN FULL							
Total Fixed Fee (excluding VAT)						£1,300,000.00	

- F. Project Management.** You and Oracle each agree to designate a single point of contact who shall be responsible for coordinating its activities under this exhibit on behalf of their respective organisations. You and Oracle each shall direct all inquiries concerning the Services to the other party's single point of contact. Your single point of contact shall have the authority to approve Service offerings on Your organisation’s behalf. Oracle’s single point of contact shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.



Oracle Professional Services Delivery Policies

Effective Date: October 2021; Version 1.0

These Professional Services Delivery Policies (“Policies”) apply to the consulting services, advanced customer services, and managed services You ordered (“Services”). These Policies do not apply to Oracle Cloud Services. Oracle may update these Policies and the documents referenced herein; however, Oracle updates will not result in a material reduction in the level of performance, functionality, security, or availability of the Services for the duration of Your order.

ON-SITE SERVICES

Oracle and You must agree upon the performance of the Services at one of Your facilities, taking into consideration all applicable laws, regulations, standards, and protocols, including of the country of Oracle’s resources. If agreed upon, You must provide a safe and healthy workspace for all Oracle resources (e.g., free from recognized hazards that cause, or are likely to cause, serious physical harm or death, and with acceptable ventilation, oxygen concentration and sound levels, and ergonomically correct workstations).

If the performance of on-site Services becomes negatively impacted due to a declared disaster, public health or safety concern, or national or global emergency, Oracle and You shall cooperate in good faith to review such impact and, if necessary, invoke the change control process.

If requested, Oracle resources will obtain a badge to enter Your facilities and comply with Your reasonable physical security and safety policies and procedures while on-site, to the extent they do not violate any applicable law (including privacy laws), place Oracle resources in harm, or require Oracle resources to undergo background checks or other screening (unless set forth in Your order). However, no terms included in any such policies and procedures shall modify the Services, and You shall provide training regarding such policies and procedures as requested.

NETWORK ACCESS

For Services performed remotely, You shall provide Oracle resources with remote access to Your systems and environments required for such Services, using an Oracle-defined standard virtual private network (“VPN”) or the Oracle Web Conference or similar agreed-upon third-party web conferencing application (collectively, “remote access tools”).

You are responsible for installing the remote access tools prior to the commencement of the Services and maintaining the remote access tools 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 for Oracle to perform the Services.

Oracle is not responsible for any network connections or related problems, such as bandwidth issues, excessive latency, or network outages, or for Your failure to provide remote access to Your systems and environments.

THIRD-PARTY COLLABORATION TOOLS

Oracle may provide You with access to third-party tools to promote collaboration related to the Services (e.g., Confluence or Jira). Upon Your access to such a tool, You agree to comply with the terms applicable to the tool, which are available at <https://www.oracle.com/a/ocom/docs/corporate/ocs-third-party-tools.pdf>.

YOUR COOPERATION

Oracle’s ability to perform the Services depends upon You satisfying the obligations listed below and in Your order (collectively, “cooperation”):

1. For Services related to Oracle Cloud Services, obtain and maintain the Oracle Cloud Services under separate contract prior to and during the Services.
2. For Services related to on-premise Products: (a) obtain licenses for all such Products under separate contract prior to the commencement of the Services; (b) maintain the properly configured hardware/operating system platform to support the Services; and (c) maintain annual technical support for all such Products with access to software patches and updates made available by Oracle under separate contract during the Services.
3. Provide complete and accurate information, data, and documentation agreed upon for the Services.
4. Allocate sufficient functional, technical, and business resources with the requisite skills and knowledge to support the performance of the Services.
5. Provide the rights for Oracle to use, on Your behalf, any agreed-upon third-party products that are part of Your system.
6. Provide notices and obtain consents agreed upon for Oracle to perform the Services.

If You fail to provide reasonable cooperation, Oracle will not be responsible for any resulting deficiency in performing the Services.

PRIVACY AND SECURITY

In performing the Services, Oracle will comply with the following documents (which are incorporated herein):

- Oracle Services Privacy Policy, available at <http://www.oracle.com/legal/privacy/services-privacy-policy.html>.
- Oracle Data Processing Agreement for Oracle Services, available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing>.
- Oracle Corporate Security Practices, available at <https://www.oracle.com/assets/corporate-security-practices-4490843.pdf>.
- Oracle Consulting & Advanced Customer Services Security Practices, available at <https://www.oracle.com/corporate/contracts/consulting/policies.html>.

SUBCONTRACTORS

Oracle may use subcontractors to support the performance of the Services, provided that Oracle is responsible for its subcontractors' performance to the same extent as its employees' performance.

CHANGE CONTROL PROCESS

All requests for proposed changes in the Services must be in writing, including those related to 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, and You shall not be obligated to pay for, tasks related to any such changes unless agreed upon in an amendment to Your order.