RM6194 BOS Order Form Template

Order Form

CALL-OFF REFERENCE:	ORR/CT/24-14
THE BUYER:	OFFICE OF RAIL AND ROAD
BUYER ADDRESS:	25 Cabot Square LONDON, GB, E14 4QZ
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 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**

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 31-MAY-2024 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.
CALL-OFF EXPIRY DATE	**24 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.

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 23 (Supplier Furnished Terms) and all Oracle documents referenced in Call-Off Schedule 20 (Call-Off Specification) and Call-Off Schedule 23 (Supplier Furnished Terms). For Cloud Services, the Buyer 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 Call-Off Schedule 20 (Call-Off Specification).

MAXIMUM LIABILITY

Subject to sections 4, 5 and 6 of Call-Off Schedule 23 (Supplier Furnished Terms), the limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms except that under Clause 11.2 of the Core Terms the £5 Million alternative cap on liability shall not apply as set out at Paragraph 4.2 of Call-Off Schedule 23 (Supplier Furnished Terms).

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£207,482.43**.

CALL-OFF CHARGES

Fee Description	Net Fee (£)
Cloud Services Fees	**£413,858.02**
Net Fees	**£413,858.02**
Total Fees	**£413,858.02**

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

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.
c. The Supplier processes a Buyer's order after receipt of a purchase order, a valid credit card or payment via Paypal. Any terms and conditions on the Buyer's purchase order are void and have no legal effect. Once placed, this Order Form is non-cancellable and the sums paid non-refundable, except as otherwise provided under in this section.

2. Payment Frequency

a. Quarterly in Arrears

BUYER'S INVOICE ADDRESS

25 Cabot Square
LONDON,
GB, E14 4QZ

BUYER'S AUTHORISED REPRESENTATIVE

[redacted]

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

[redacted]

SUPPLIER'S CONTRACT MANAGER

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

PROGRESS REPORT FREQUENCY

Not applicable.

PROGRESS MEETING FREQUENCY

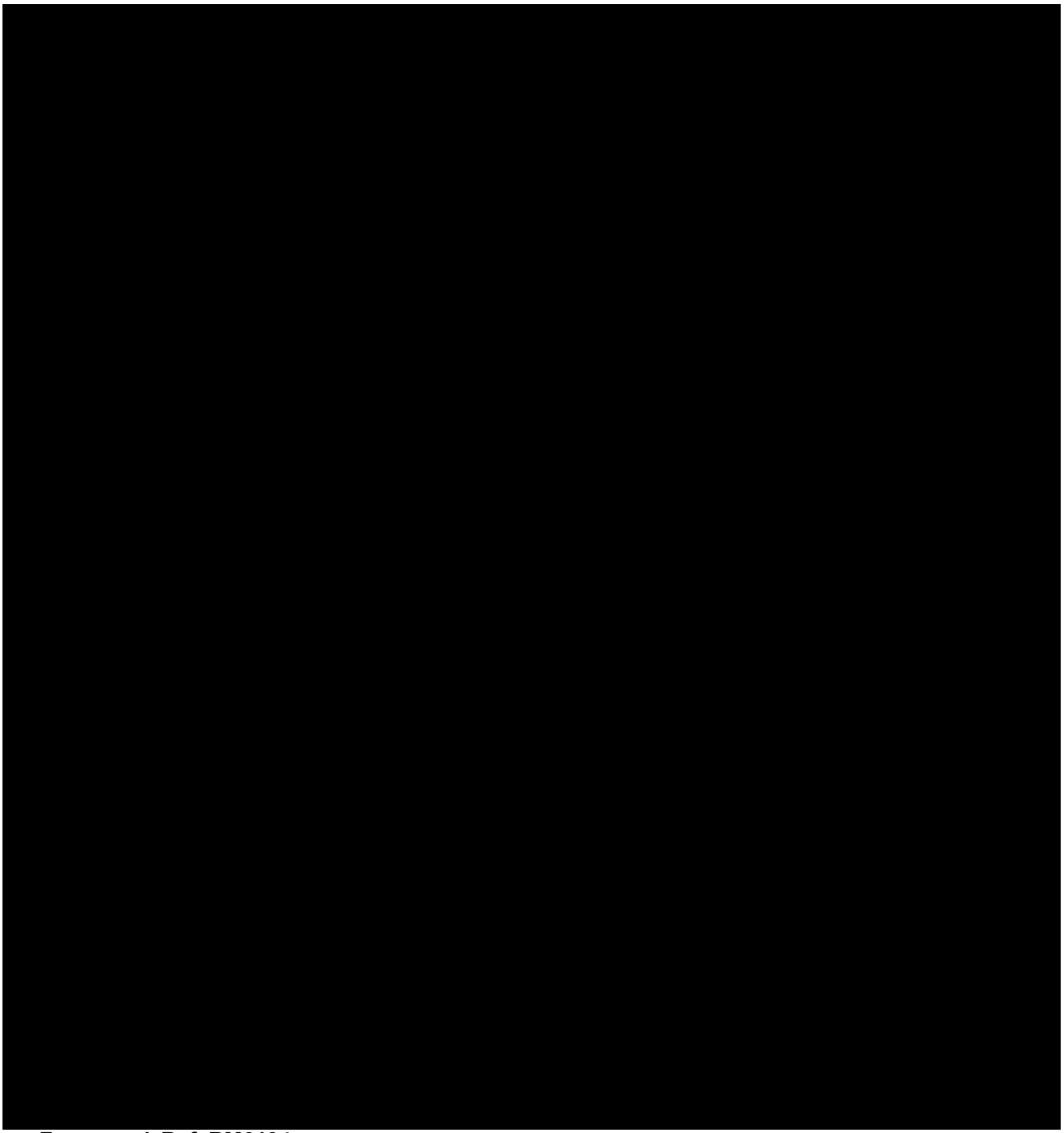
Not applicable.

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).



[redacted]

SERVICE CREDITS

- **Service Credits:** will accrue in accordance with the Supplier's published service credit regime for the Service in question.
- **The Service Credit Cap is:** the maximum monthly service credits that can accrue under the Supplier's published service credit regime for the Service in question.
- **The Service Period is:** One Month
- **A Critical Service Level Failure is:** Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:		**For and on behalf of the Buyer:**	
Signature:	[redacted]		
Name:			
Role:			
Date:	22 May 2024	Date:	22/05/2024

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 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. Cloud Services purchased under this Order Form include the option to use functionalities provided by third parties 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

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 Oracle is not able to confirm that equivalent measures are in place.

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 :

(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

(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*).

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.

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 paragraphs16 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
Identity of Controller for each Category of Personal Data	**The Relevant Authority is Controller and the Supplier is Processor** 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: ▪ *Personal Information that Supplier processes on the Relevant* ▪ *Authority's behalf for the provision of the services.* **The Supplier is Controller and the Relevant Authority is Processor** 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: ▪ *Not applicable* **The Parties are Joint Controllers** The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of: ▪ *Not Applicable* **The Parties are Independent Controllers of Personal Data** The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: ▪ *Business contact details of Supplier Personnel for which the Supplier is the Controller,* ▪ *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.*

Duration of the Processing	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.
Nature and purposes of the Processing	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.
Type of Personal Data	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.
Categories of Data Subject	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.
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	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)

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.

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 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).

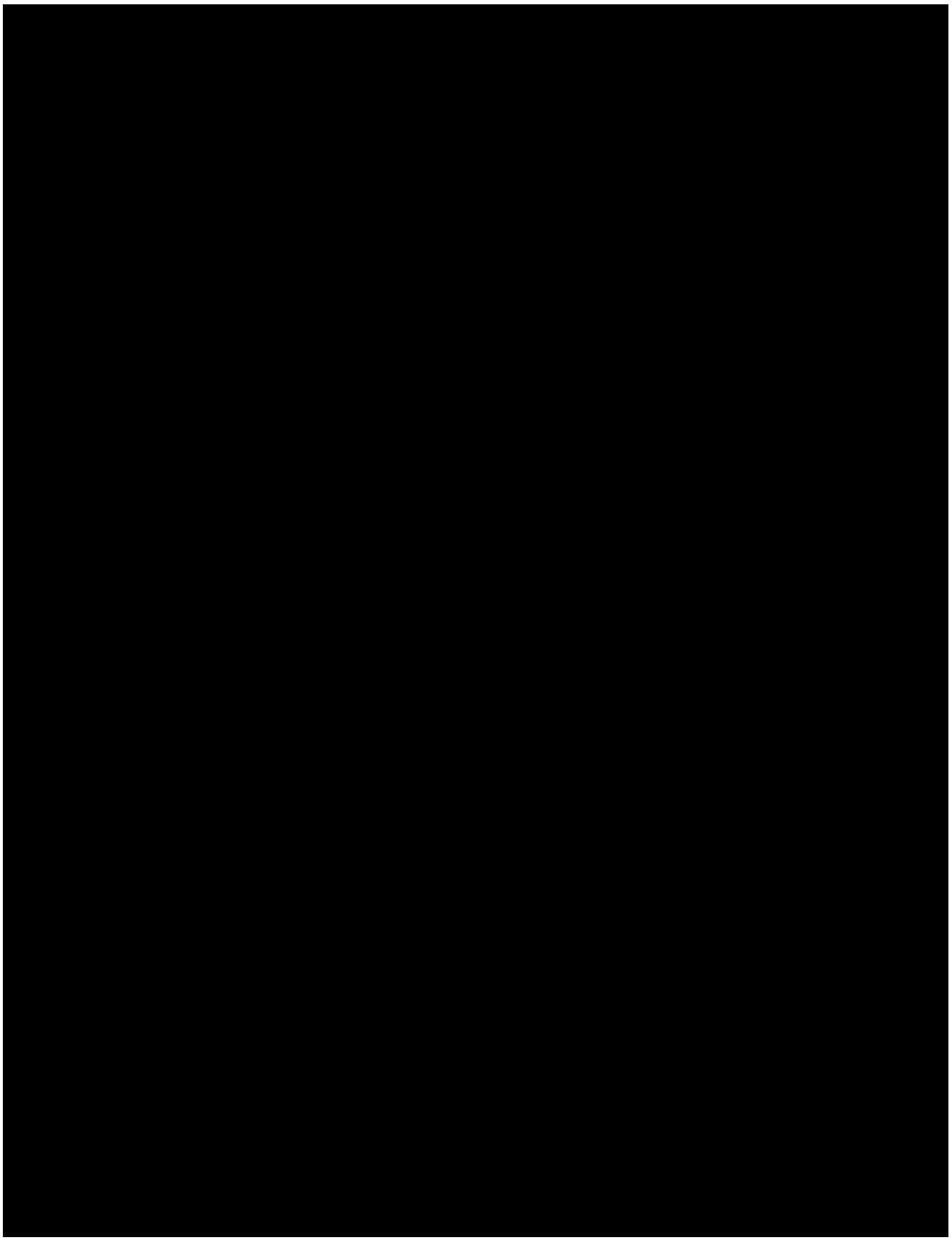
A. CLOUD SERVICES ORDER FORM SPECIFIC TERMS

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.

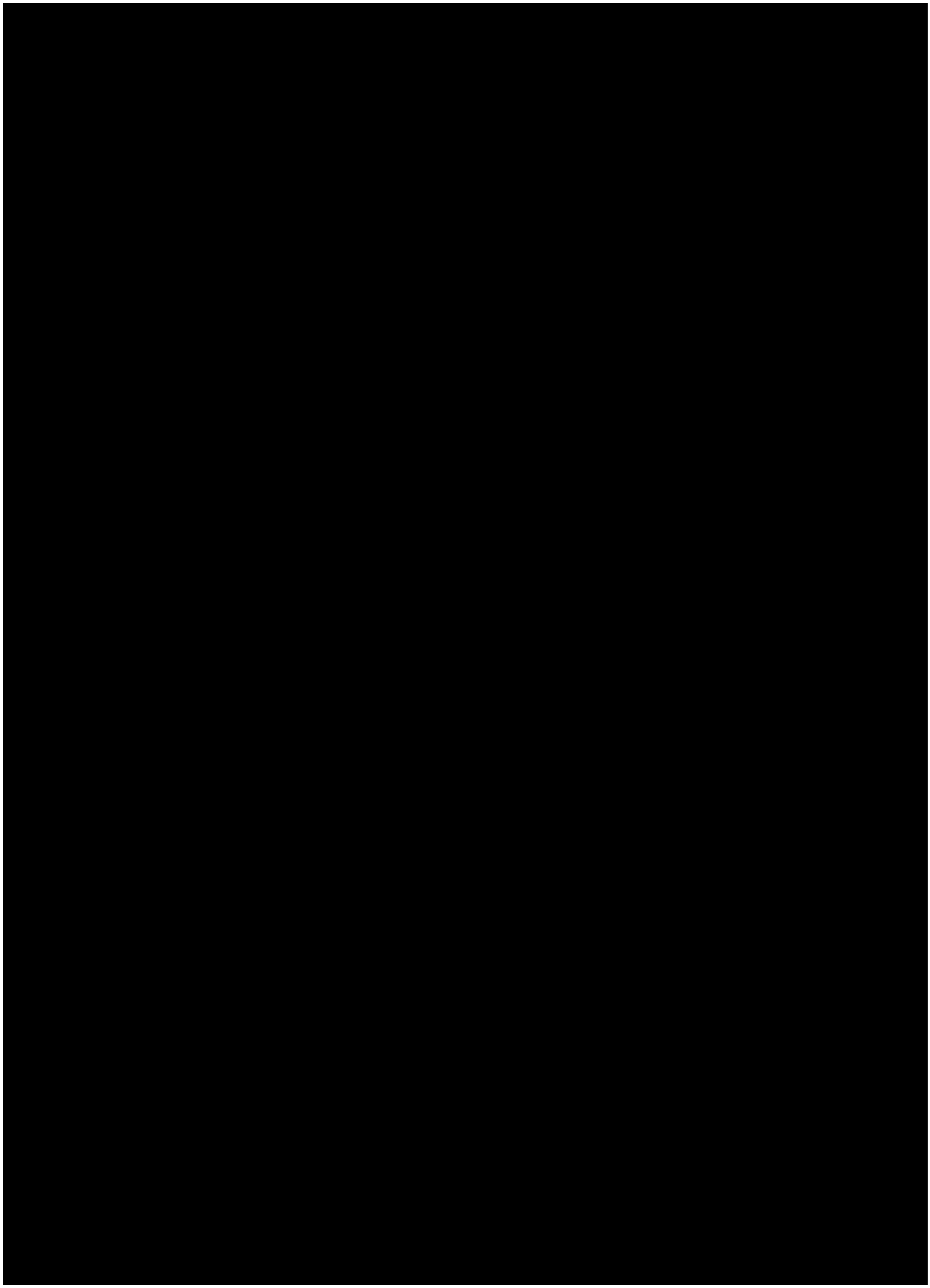
3. Price Hold - During the Services Period, You may order additional quantities of the Cloud Services acquired under this Order Form at the Unit Net Price specified in Section B of Call-Off Schedule 20 to this Call-Off Contract for expansion of the Cloud Services under this Order Form. This price hold does not apply to Eloqua Marketing Platform Cloud Services, to any renewals or extensions of the Cloud Services ordered hereunder, to Cloud Services ordered pursuant to a separate Oracle discount or promotion, or to any Cloud Services other than those listed in the initial purchase under this Order Form.

B. DELIVERABLES



Call Off Schedule 23

Oracle 'Supplier Furnished Terms' for CCS Framework RM 6194



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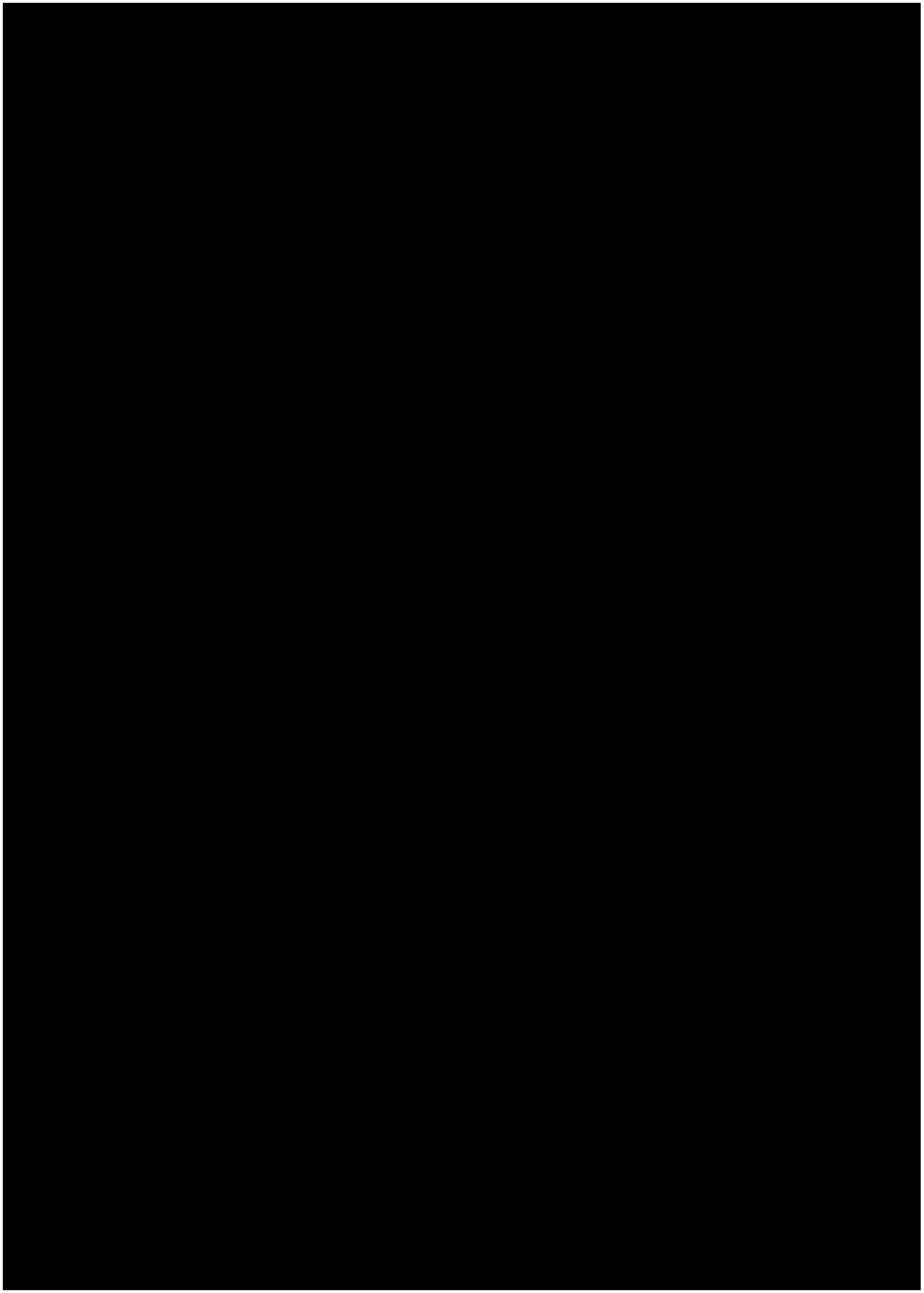

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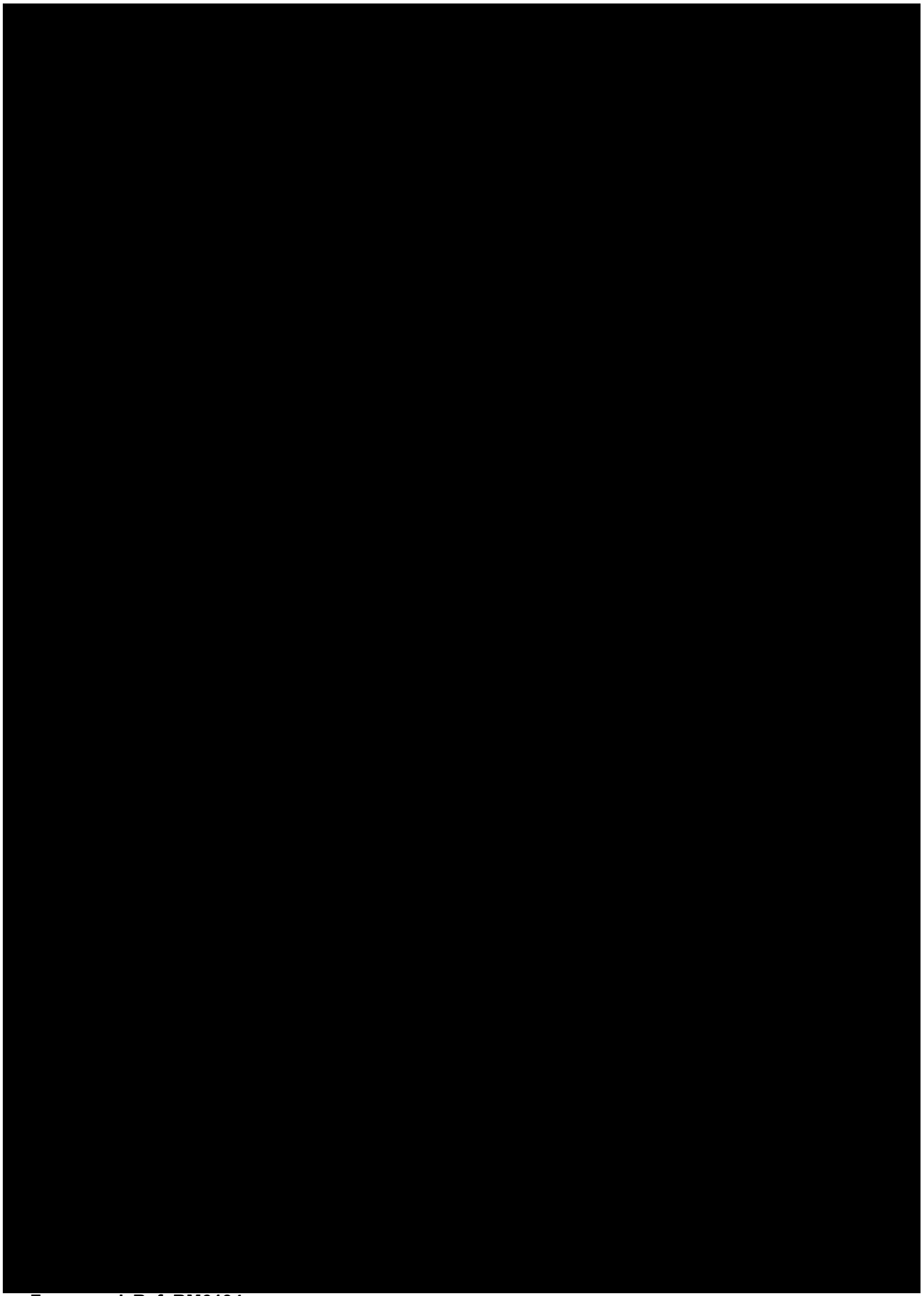

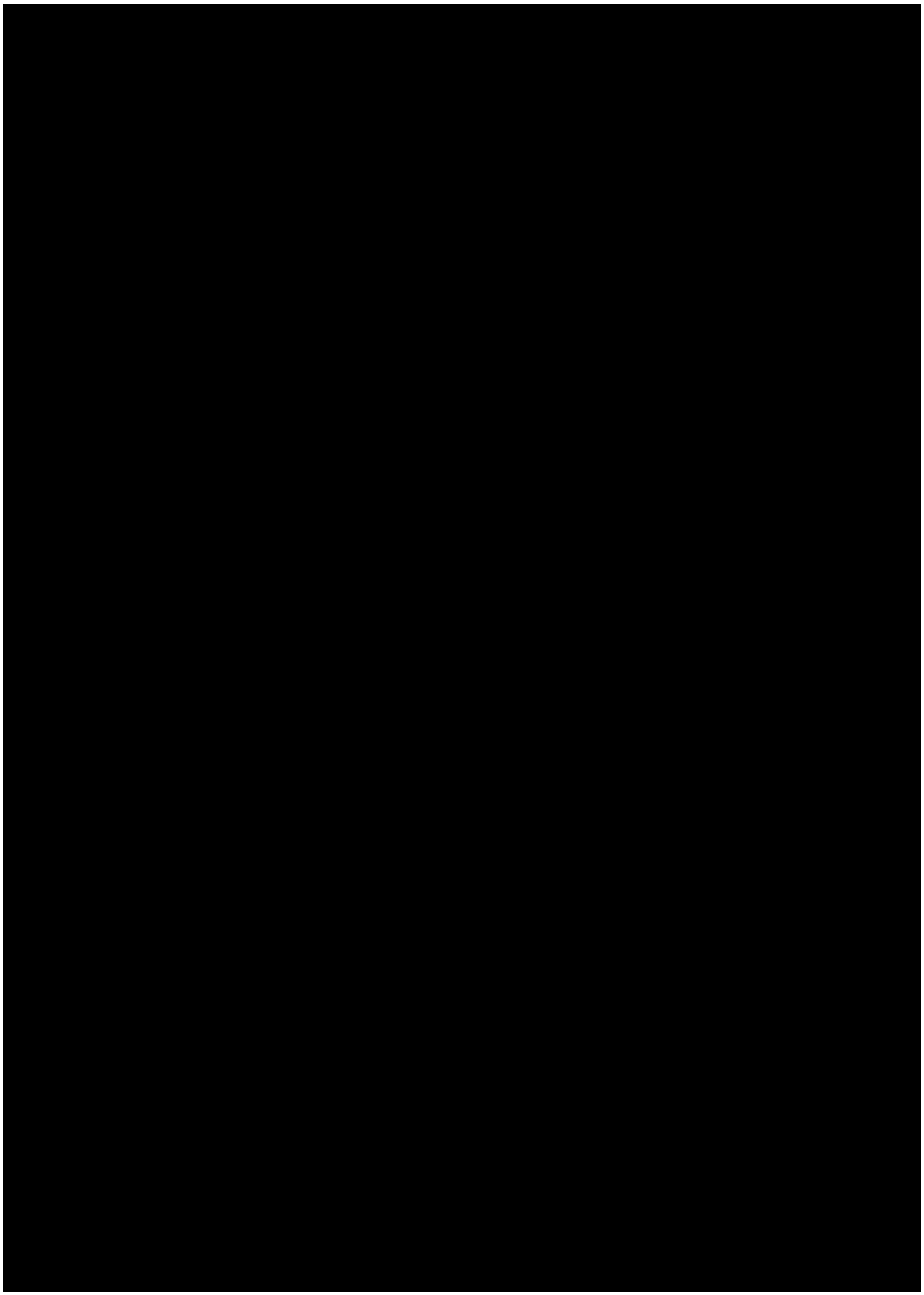

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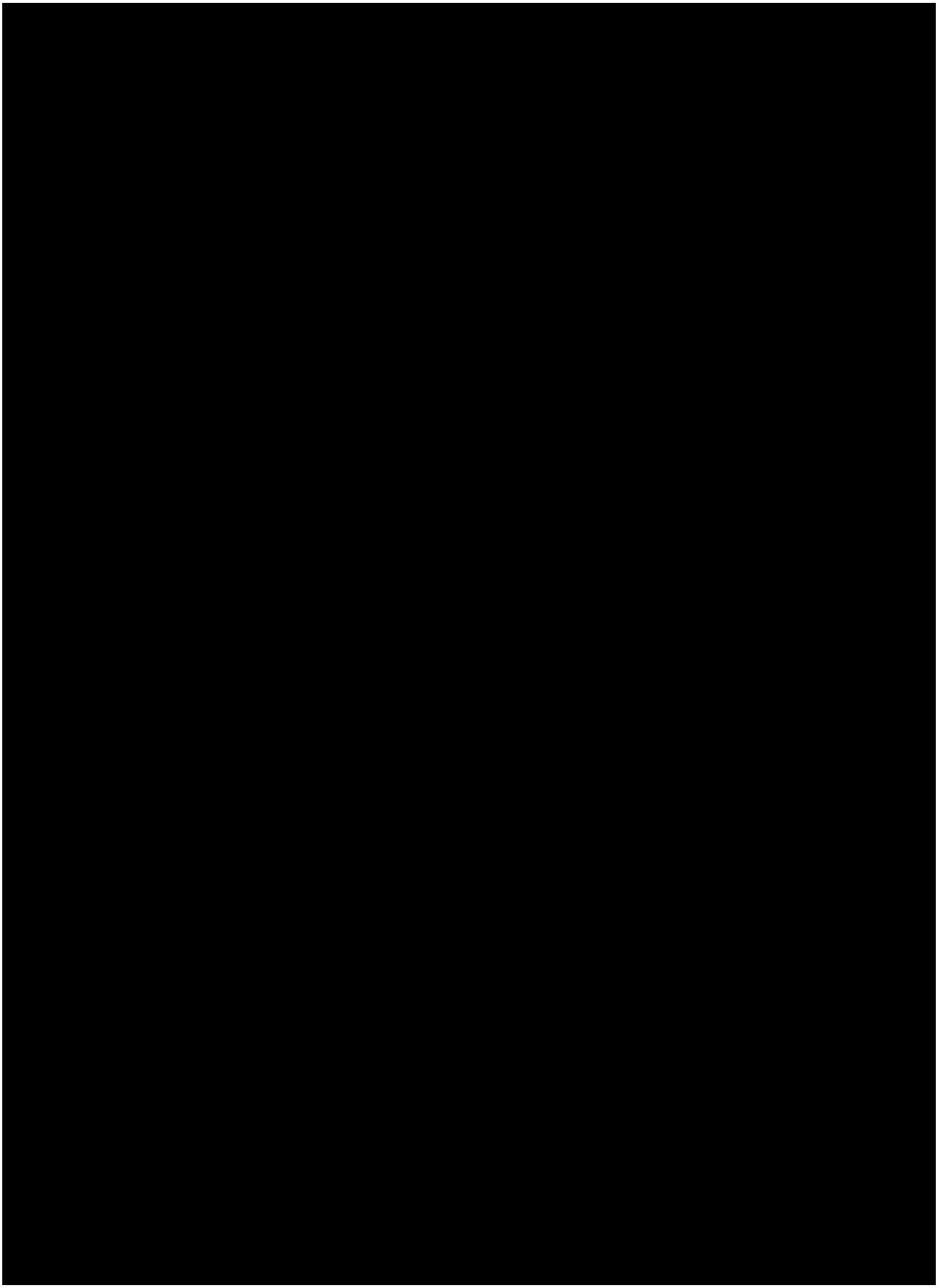

Call-Off Schedule 23 (Supplier Furnished Terms)
Call-Off Ref:

APPENDIX 1

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Signa

E

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