

# Oracle Contract Checklist for Select UK Financial Services Regulations

- The Senior Management Arrangements, Systems and Controls Sourcebook (SYSC) and the Supervision Manual (SUP) in the Financial Conduct Authority's Handbook of Rules and Guidance (FCA Handbook)
- The Prudential Regulation Authority's Supervisory Statement on Outsourcing and Third Party Risk Management (PRA SS2/21)
- Commission Delegated Regulation (EU) 2017/565 (MiFID Org Regulation)
- Commission Delegated Regulation (EU) 2015/35 (Solvency II Delegated Regulation)

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The information in this document was current as of May 2022

## Overview

Oracle has developed this document as a part of its continuing efforts to help UK financial services customers meet their regulatory obligations relating to the use of Oracle Cloud Infrastructure (OCI) and Oracle Cloud Applications<sup>1</sup>. We want to make it easier for you as a financial institution to identify the sections of the Oracle Cloud services contract that may help you address those requirements.

In this document, you will find a list of specific requirements that you may wish to address in your services contract, along with references to the relevant sections of the Oracle Cloud services contract and a short explanation to help you conduct your review of the Oracle Cloud services.

The Oracle Cloud services contract includes the following components, all of which are referenced in this document:

- **Oracle Cloud services agreement** – the Oracle Cloud Services Agreement (**CSA**) or Oracle Master Agreement (**OMA**) with Schedule C (Cloud)
- **FSA** – the Oracle Financial Services Addendum to the CSA or OMA, as applicable
- **Ordering Document** – Oracle Cloud services order
- **Services Specifications** – Service-specific components, including the [Oracle Cloud Hosting and Delivery Policies](#) with applicable [Services Pillar Document\(s\)](#) and the [Oracle Data Processing Agreement \(DPA\)](#).

## Regulatory Background

The Prudential Regulation Authority (**PRA**) and the Financial Conduct Authority (**FCA**) supervise financial institutions in the UK. The PRA is responsible for prudential supervision of banks, insurance companies, building societies, credit unions and certain investment firms in the UK and this includes supervising their outsourcing and other third-party arrangements. The FCA is responsible for the authorisation and supervision of financial institutions and oversees outsourcing arrangements.

Various requirements and guidelines apply to UK financial institutions when outsourcing functions to service providers. These include requirements set out in the Financial Services and Markets Act 2000, rules and guidance in the FCA Handbook and the PRA Rulebook, relevant FCA and PRA policy and supervisory statements, and requirements set out in UK-retained EU legislation and related European Supervisory Authority guidelines. The checklist set out in this document refers to the following sources:

- The Senior Management Arrangements, Systems and Controls Sourcebook (**SYSC**) and the Supervision Manual (**SUP**) in the FCA's Handbook of Rules and Guidance (**FCA Handbook**)
- The PRA's Supervisory Statement 2/21 on Outsourcing and Third Party Risk Management (**PRA SS2/21**)
- Commission Delegated Regulation (EU) 2017/565 (**MiFID Org Regulation**)
- Commission Delegated Regulation (EU) 2015/35 (**Solvency II Delegated Regulation**)

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<sup>1</sup> Oracle Advertising SaaS services and NetSuite services are not included in the scope of this document.

Relevant requirements under the European Supervisory Authority guidelines, including the EBA Guidelines on outsourcing arrangements (EBA/GL/2019/02), can be found in the [Oracle Contract Checklist for EBA, EIOPA and ESMA](#).

For information on financial services regulations in other jurisdictions please visit <https://www.oracle.com/corporate/cloud-compliance/>.

NO.	REQUIREMENT REFERENCE	DESCRIPTION	REFERENCE TO ORACLE CLOUD SERVICES CONTRACT	ORACLE EXPLANATION
<b>Rights and obligations</b>				
1.	PRA SS2/21 paragraph 6.1 SYSC 8.1.9 R MiFID Org Regulation article 31(3) Solvency II Delegated Regulation article 274(3)(c) and 274(4)(a)	An outsourcing arrangement should be set out in a written agreement, in which the respective rights and obligations of the parties are clearly allocated and set out.	Oracle Cloud services contract	The respective rights and obligations of the parties are set out in writing in the Oracle Cloud services contract.
<b>Term and renewal</b>				
2.	PRA SS2/21 paragraph 6.4	The written agreement for a material outsourcing should set out the start date, next renewal date and end date of the agreement.	Ordering Document CSA Section 9.1 OMA Schedule C Section 9.1	The Services Period is specified in the Ordering Document. The term of the agreement is set out in Section 9.1 of the CSA or Section 9.1 of the OMA Schedule C (as applicable).
<b>Governing law</b>				
3.	PRA SS2/21 paragraph 6.4	The written agreement for a material outsourcing should set out the governing law of the agreement.	CSA Section 14 OMA General Terms Section 13	The governing law of the agreement is set out in Section 14 of the CSA or Section 13 of the OMA General Terms (as applicable).
<b>Financial obligations</b>				
4.	PRA SS2/21 paragraph 6.4	The written agreement for a material outsourcing should set out the parties' financial obligations.	Ordering Document	The fees are set out in the Ordering Document.
<b>Services and service levels</b>				

5.	PRA SS2/21 paragraph 6.2	Where there is a master service agreement that allows a financial institution to add or remove certain services, each outsourced service should be appropriately documented.	Ordering Document	The services ordered are documented in the Ordering Document.
6.	PRA SS2/21 paragraph 6.4	The written agreement for a material outsourcing should set out a clear description of the outsourced function including the type of support services to be provided.	Ordering Document Cloud Services Service Descriptions	The services ordered are described in the Ordering Document and the relevant Service Descriptions.
7.	PRA SS2/21 paragraph 6.4	The written agreement for a material outsourcing should set out the agreed service levels, which should include qualitative and quantitative performance criteria and allow for timely monitoring, so that corrective action can be taken if service levels are not met.	Cloud Hosting and Delivery Policies Section 3 Cloud Services Pillar documentation	Section 3 of the Cloud Hosting and Delivery Policies references the target availability levels for cloud service as specified in the relevant Cloud Service Pillar documentation.  Customers can monitor the availability of Oracle cloud services by visiting the following sites <sup>2</sup> : <ul style="list-style-type: none"> <li>Oracle Cloud Infrastructure: <a href="https://ocistatus.oraclecloud.com/">https://ocistatus.oraclecloud.com/</a></li> <li>Fusion Cloud Applications: <a href="https://saasstatus.oracle.com/">https://saasstatus.oracle.com/</a></li> </ul>
8.	SYSC 8.1.8 R (4) MiFID Org Regulation article 31(2)(d)	The financial institution must take the necessary steps to ensure that appropriate action is taken if it appears that the service provider may not be carrying out the functions effectively and in compliance with applicable laws and regulatory requirements.	Cloud Hosting and Delivery Policies Section 3.2.3 CSA Section 9.4 OMA Schedule C Section 9.3 FSA Section 3.1(b)	Section 3.2.3 of the Cloud Hosting and Delivery Policies states that customers may receive service credits if Oracle does not meet the relevant service levels in providing the services.  Section 9.4 of the CSA or Section 9.3 of the OMA Schedule C (as applicable) states that if Oracle breaches a material term of the agreement (including the service warranty) or any order and fails to correct it within 30 days, the customer may terminate the agreement or relevant order.  Section 3.1(b) of the FSA allows customers to terminate affected cloud services if Oracle breaches applicable law or regulation in providing the services.
<b>Compliance with laws</b>				
9.	Solvency II Delegated Regulation article 274(4)(b) MiFID Org Regulation article 31(2)(b)	The written agreement must state the service provider's commitment to comply with all applicable laws, regulatory requirements and guidelines as well as policies	FSA Section 8	Section 8 of the FSA states that Oracle will comply with all applicable laws to the extent they are expressly applicable to Oracle's provision of the cloud services under the services contract and impose obligations directly upon Oracle in its role as an information technology services provider with respect to the cloud services.

<sup>2</sup> Information on monitoring the availability of certain other Oracle Cloud Application services is available upon request.

		approved by the financial institution.		
<b>Monitoring and notification</b>				
10.	PRA SS2/21 paragraph 6.4 SYSC 8.1.8 R (2) MiFID Org Regulation articles 31(2)(b)	The written agreement for a material outsourcing should set out the right of the financial institution to monitor the service provider's performance on an ongoing basis (this may be made by reference to KPIs).	Cloud Hosting and Delivery Policies Section 3.2.2 CSA Section 11.1 OMA Schedule C Section 11	Section 3.2.2 of the Cloud Hosting and Delivery Policies states that Oracle will provide customers with access to a customer notifications portal for monitoring the availability of services.  Section 11.1 of the CSA or Section 11 of the OMA Schedule C (as applicable) confirms that Oracle continuously monitors the services.
11.	PRA SS2/21 paragraph 6.4 SYSC 8.1.8 R (6) MiFID Org Regulation article 31(2)(f) Solvency II Delegated Regulation article 274(4)(c)	The written agreement for a material outsourcing should set out the reporting obligations of the service provider to the financial institution, including a requirement to notify the financial institution of any development that may have a material or adverse impact on the service provider's ability to effectively perform the material function in line with the agreed service levels and in compliance with applicable laws and regulatory requirements.	FSA Sections 7 and 6.2.2 Cloud Hosting and Delivery Policies Sections 1.12, 3.2.2, 4.1, 4.3 and 5.2.1 DPA Section 8.2 and Exhibit 1 Section 4.2	Section 7 of the FSA states that Oracle provides support for cloud services through a cloud customer support portal. Service notifications and alerts relevant to cloud services are posted on this portal and include notification of circumstances that can reasonably be expected to have a material impact on the provision of the services. Additionally, as a listed company Oracle is subject to standard disclosure obligations on matters relevant to the public market.  Oracle has other reporting and notification obligations, which are set out in the Cloud Hosting and Delivery Policies (see Sections 1.12, 3.2.2, 4.1, 4.3 and 5.2.1), the FSA (see Section 6.2.2) and the DPA (see Section 8.2 and Section 4.2 of Exhibit 1).
12.	PRA SS2/21 paragraph 6.3	The written agreement for a non-material outsourcing arrangement should include appropriate contractual safeguards to manage and monitor relevant risks and should not impede or limit the PRA's ability to effectively supervise the financial institution or the outsourced activity.	FSA Sections 1, 2, 7 and 6.2.2 Cloud Hosting and Delivery Policies Sections 1.12, 3.2.2, 4.1, 4.3 and 5.2.1 DPA Sections 4.2 and 8.2	The Oracle Cloud services contract sets out the various notifications that customers are entitled to receive, which will help enable them to monitor the outsourced services. See the explanation in row 11 above for further detail.  Additionally, customers and regulatory authorities can monitor the services by exercising their audit and access rights set out in Sections 1 and 2 respectively of the FSA.
13.	SYSC 8.1.8 R (3) MiFID Org Regulation article 31(2)(c)	The financial institution must take the necessary steps to ensure that the service provider properly supervises the carrying out of the outsourced functions and	CSA Section 11 OMA Schedule C Section 11	Section 11 of the CSA or Section 11 of the OMA Schedule C (as applicable) confirms that Oracle continuously monitors the services to facilitate their operation, to help resolve customer service requests, to detect and address threats to the functionality, security, integrity and availability of the services and related data, and to detect and address illegal acts or violations of the acceptable use policy.

		adequately manages the risks associated with the outsourcing.		
14.	Solvency II Delegated Regulation article 274(4)(f)	The written agreement must state that a financial institution reserves the right to be informed about the outsourced functions and activities and their performance by the service provider as well as a right to issue general guidelines and individual instructions at the address of the service provider as to what has to be taken into account when performing the outsourced functions or activities.	CSA Section 17.5 OMA Schedule C Section 14.3 DPA Section 2.3	The Oracle Cloud services contract sets out the various notifications about the services that a customer is entitled to receive. See the explanation in row 11 above for further detail.  Section 17.5 of the CSA or Section 14.3 of the OMA Schedule C (as applicable) states that Oracle will cooperate with a customer's efforts to determine whether use of the standard services is consistent with the customer's technical, business or regulatory requirements.  Section 2.3 of the DPA states that a customer may provide additional instructions in writing to Oracle with regard to the processing of personal information in accordance with applicable data protection law.
15.	Solvency II Delegated Regulation article 274(4)(j)	The written agreement must state that a financial institution may obtain information about the outsourced activities and may issue instructions concerning the outsourced activities and functions.	FSA Section 1 DPA Section 2.3	Customers may obtain information about their ordered services by exercising their inspection and audit rights under Section 1 of the FSA. As stated in Section 1.5 of the FSA, Oracle will cooperate and provide any reasonable assistance and information that may be required by applicable law or regulation.  Section 2.3 of the DPA states that a customer may provide additional instructions in writing to Oracle with regard to the processing of personal information in accordance with applicable data protection law.
<b>Termination</b>				
16.	PRA SS2/21 paragraph 6.4 Solvency II Delegated Regulation article 274(4)(d)	The written agreement for a material outsourcing should set out the notice periods regarding termination for the service provider and the financial institution.	CSA Section 9.4 OMA Schedule C Section 9.3 FSA Section 3 PaaS/IaaS Pillar Document Section 4.3 SaaS Pillar Document Section 4.2.2 Oracle Global Business Unit Cloud Services Pillar Document Section 2.5	The notice periods applicable to termination of the services are set out in Section 9.4 of the CSA or Section 9.3 of the OMA Schedule C (as applicable) and in Section 3 of the FSA.

17.	PRA SS2/21 paragraph 6.4	The written agreement for a material outsourcing should set out termination rights and exit strategies covering both stressed and non-stressed scenarios. Both parties should commit to take reasonable steps to support the testing of financial institutions' termination plans.	CSA Section 9 OMA Schedule C Section 9 FSA Sections 3 and 4	A customer's termination rights are set out in Section 9 of the CSA or Section 9 of the OMA Schedule C (as applicable) and in Section 3 of the FSA. Provisions relating to data retrieval, transition period and transition assistance are set out Section 4 of the FSA.
18.	SYSC 8.1.8 R (7) MiFID Org Regulation article 31(2)(g) Solvency II Delegated Regulation article 274(4)(e)	The written agreement must state that a financial institution is able to terminate the arrangement for outsourcing where necessary, with immediate effect when this is in the interests of its clients, without detriment to the continuity and quality of its provision of services to clients.	CSA Section 9 OMA Schedule C Section 9 FSA Section 3	A customer's termination rights are set out in Section 9 of the CSA or Section 9 of the OMA Schedule C (as applicable) and in Section 3 of the FSA. In addition, a customer may cease using the services at any time.
19.	MiFID Org Regulation article 31(2)(l)	The financial institution must take the necessary steps to ensure that the continuity and quality of the outsourced functions or services are maintained also in the event of termination of the outsourcing either by transferring the outsourced functions or services to another third party or by performing them itself.	FSA Sections 4.2 and 4.3	Section 4.2 of the FSA states that Oracle will, upon written request, continue to make services under the contract available for up to an additional 12 months from termination subject to certain conditions.  Section 4.3 of the FSA explains that if a customer requires assistance with a transition, Oracle will enter into good faith negotiations regarding the provision of transition assistance services.
<b>Sub-outsourcing</b>				



20.	PRA SS2/21 paragraphs 6.4 and 9.9  Solvency II Delegated Regulation article 274(4)(k)	The written agreement for a material outsourcing should set out whether the sub-outsourcing of a material function or part thereof is permitted and any terms and conditions applicable to such sub-outsourcing.	FSA Section 6.1  DPA Sections 4.1 and 6.2 and Exhibit 1 Section 4.1  CSA Section 17.2  OMA Schedule C Section 14.2	<p>Section 6.1 of the FSA contains a general written authorisation for Oracle to engage subcontractors that may assist in the performance of the services. If Oracle subcontracts any of its obligations under the services contract:</p> <ul style="list-style-type: none"> <li>○ it will enter into a written agreement with the subcontractor reflecting, to the extent required based on the specific role of the subcontractor, obligations that are consistent with Oracle's obligations under the relevant terms of the services agreement</li> <li>○ any such subcontracting will not diminish Oracle's responsibility towards the customer under the Services Agreement, and</li> <li>○ Oracle will provide appropriate governance and oversight of the subcontractor's performance.</li> </ul> <p>Section 4.1 of Exhibit 1 to the DPA contains a general written authorisation for Oracle to engage Oracle affiliates and third party subprocessors to assist in the performance of the services. Section 4.1 of the DPA confirms that those entities will be subject to the same level of data protection and security as Oracle under the terms of the services agreement and Oracle remains responsible for the performance of their obligations in compliance with the DPA and applicable data protection law. Section 6.2 of the DPA confirms that third party subprocessors are subject to appropriate written confidentiality arrangements, including confidentiality agreements, regular training on information protection, and compliance with Oracle policies concerning protection of confidential information.</p> <p>Please also refer to Section 17.2 of the CSA or Section 14.2 of the OMA Schedule C (as applicable).</p>
21.	MiFID Org Regulation article 31(3)	The written agreement must ensure that outsourcing by the service provider takes place only with the financial institution's written consent.	FSA Sections 6.1 and 6.2  DPA Exhibit 1 Section 4	<p>Section 6.1 of the FSA contains a general written authorisation for Oracle to engage subcontractors that may assist in the performance of the services. Section 6.2 of the FSA states that a customer may object to the intended involvement of a strategic subcontractor in the provision of the services and, if the matter cannot be resolved, the customer may terminate the relevant services.</p> <p>Section 4 of Exhibit 1 to the DPA contains a general written authorisation for Oracle to engage Oracle affiliates and third party subprocessors to assist in the performance of the services. This section also sets out a customer's right to object to the intended involvement of a new Oracle affiliate or third party subprocessor.</p>
22.	PRA SS2/21 paragraph 9.5	Firms should only agree to a material sub-outsourcing if the sub-outsourced service provider undertakes to: (a) comply with all applicable laws, regulatory requirements and contractual obligations; and (b) grant the financial institution, Bank of England and PRA equivalent	FSA Sections 1.1, 2.1 and 6.1  DPA Section 4.1 and Exhibit 1 Section 5.2	<p>Section 6.1 of the FSA states that Oracle will enter into written agreements with subcontractors reflecting obligations that are consistent with Oracle's obligations under the relevant terms of the relevant services contract. Sections 1.1 and 2.1 of the FSA confirm that the audit and access rights granted to customers and their regulatory authorities under the FSA also apply in respect of Oracle's strategic subcontractors.</p> <p>Section 4.1 of the DPA states that any third party subprocessors or Oracle affiliates that process personal information will be subject to the same level of data protection and security as Oracle under the terms of the services contract and that Oracle is responsible for the performance of their obligations in compliance with the DPA and applicable data protection law. Section 5.2</p>

		contractual access, audit and information rights to those granted to the service provider.		of Exhibit 1 to the DPA states that a customer may request that Oracle audit a third party subprocessor or provide confirmation that such an audit has occurred to verify the third party subprocessor's compliance with its obligations.
23.	PRA SS2/21 paragraph 9.9	A written agreement for a material outsourcing should specify that the service provider is obliged to oversee those services that it has sub-contracted to ensure that all contractual obligations between the service provider and the financial institution are continuously met.	FSA Section 6.1 DPA Section 4 CSA Section 17.2 OMA Schedule C Section 14.2	Section 6.1 of the FSA states that any subcontracting will not diminish Oracle's responsibility towards a customer under the Oracle Cloud services contract and Oracle will appropriately oversee a subcontractor's performance.  Also refer to Section 4 of the DPA and Section 17.2 of the CSA or Section 14.2 of the OMA Schedule C (as applicable).
24.	PRA SS2/21 paragraph 9.9	A written agreement for a material outsourcing should require a service provider to obtain prior specific or general written authorisation from the firm before transferring data.	DPA Exhibit 1 Sections 1.3 and 4.1	Section 4.1 of Exhibit 1 to the DPA contains a general written authorisation for Oracle to engage affiliates and third party subprocessors to assist in the performance of the services.  Section 1.3 of Exhibit 1 to the DPA confirms that transfers of data to third party subprocessors will be subject to security and data privacy requirements consistent with the Oracle Processor Code, the DPA and the services contract.
25.	PRA SS2/21 paragraph 9.9	A written agreement for a material outsourcing should require a service provider to inform the financial institution of any planned sub-outsourcing or material changes.	FSA Section 6.2.2 DPA Exhibit 1 Section 4.2	Section 6.2.2 of the FSA sets out a process by which customers may sign up to receive notification of any intended changes to Oracle's lists of strategic subcontractors.  Section 4.2 of Exhibit 1 to the DPA sets out a process by which customers may sign up to receive notification of any intended changes to Oracle's lists of third party subprocessors.
26.	PRA SS2/21 paragraph 9.9	A written agreement for a material outsourcing should ensure that financial institutions have the right to explicitly approve or object to an intended material sub-outsourcing or significant changes thereto.	FSA Section 6.2.2 DPA Exhibit 1 Section 4.2	Section 6.2.2 of the FSA sets out a process by which a customer may object to intended changes to Oracle's lists of strategic subcontractors.  Section 4.3 of Exhibit 1 to the DPA sets out a process by which a customer may object to intended changes to Oracle's lists of third party subprocessors.
27.	PRA SS2/21 paragraph 9.9	A written agreement for a material outsourcing should ensure that the financial institution has the contractual right to terminate the agreement in the case of specific circumstances (e.g. where the sub-	FSA Section 6.2.2 DPA Exhibit 1 Section 4.3	As noted in rows 25 and 26 above, customers may sign up to receive notification of intended strategic subcontractors and third party subprocessors and have a right to object. If a customer's concern cannot be addressed, the customer will be entitled to terminate the relevant services: see Section 6.2.2 of the FSA and Section 4.3 of Exhibit 1 to the DPA.

		outsourcing materially increases the risks for the financial institution or where the service provider sub-outsources without notifying the financial institution).		
28.	Solvency II Delegated Regulation article 274(4)(l)	The written agreement must state that the service provider's duties and responsibilities deriving from its agreement with the financial institution shall remain unaffected by any sub-outsourcing.	FSA Section 6.1	Section 6.1 of the FSA states that if Oracle subcontracts obligations set out in the services contract, the subcontracting will not diminish Oracle's responsibility towards the customer under the services contract.
<b>Confidentiality</b>				
29.	SYSC 8.1.8R(10) MiFID Org Regulation article 31(2)(j) Solvency II Delegated Regulation article 274(4)(g)	The written agreement must state that the service provider shall protect any confidential information relating to the financial institution, its clients and all other persons.	CSA Sections 4 and 5 OMA Schedule C Sections 4 and 5 Cloud Hosting and Delivery Policies Section 1 DPA Section 6	Sections 4 and 5 of the CSA or Sections 4 and 5 of the OMA Schedule C (as applicable) set out Oracle's obligation to keep confidential and protect confidential information.  Section 1 of the Cloud Hosting and Delivery Policies describes Oracle's information security practices including physical security safeguards, system and data access controls, encryption and training.  Section 6 of the DPA sets out Oracle's obligation to implement and maintain appropriate technical and organisational security measures for the processing of personal information designed to prevent accidental or unlawful destruction, loss, alteration and unauthorised access or disclosure.
<b>Audit, access and information</b>				
30.	PRA SS2/21 paragraphs 6.4 and 8.3 SYSC 8.1.8 R (9) MiFID Org Regulation article 31(2)(i) SUP 2.3.9 G Solvency II Delegated Regulation article 274(4)(h)	The written agreement for a material outsourcing should set out the rights of financial institutions, their auditors, the relevant supervisory and resolution authorities and any other person appointed by any of them with full access and unrestricted rights for audit and information, as well as effective access to data related to the outsourced functions and the relevant business premises of the service provider.	FSA Sections 1 and 2	Section 1 of the FSA grants customers and their auditors full access to all relevant business premises and data used for providing the cloud services, as well as unrestricted rights of inspection and auditing related to the cloud services, in each case as specified in the FSA.  Section 2 of the FSA grants competent authorities the same rights of access and auditing to the extent required by applicable law or regulation.

31.	PRA SS2/21 paragraph 8.1	Firms are expected to make service providers aware of the Bank of England's and PRA's statutory information gathering and investigatory powers and the PRA's rules on access, information and audit rights.	FSA Section 2	Section 2 of the FSA sets out the audit and access rights of regulatory authorities. Section 2.4 of the FSA explicitly acknowledges the information gathering and investigatory powers of resolution authorities.
32.	PRA SS2/21 paragraph 8.10	In material outsourcing arrangements, financial institutions are expected to retain the contractual rights to request additional, appropriate and proportionate information if such a request is justified from legal, regulatory or risk management perspectives, and to perform onsite audits at their discretion.	FSA Section 1	Customers may obtain information about their ordered services by exercising their inspection and audit rights under Section 1 of the FSA.
<b>Co-operation with regulators</b>				
33.	PRA SS2/21 paragraph 6.4 SYSC 8.1.8 R (8) MiFID Org Regulation article 31(2)(h) SUP 2.3.9 G Solvency II Delegated Regulation article 274(4)(b)	The written agreement for a material outsourcing should set out the obligation of the service provider to co-operate with the relevant regulatory authority (including a resolution authority) and persons appointed to act on its behalf in connection with the outsourced function.	FSA Section 2.5	Section 2.5 of the FSA describes Oracle's commitment to co-operate with regulatory authorities.
34.	Solvency II Delegated Regulation article 274(4)(i)	The written agreement must state that, where appropriate and necessary for the purposes of supervision, the supervisory authority may address questions directly to the service provider to which the service provider shall reply.	FSA Section 2.7	Section 2.7 of the FSA states that a regulatory authority may address questions directly to Oracle where appropriate and necessary for the purposes of supervision.
<b>Resolution</b>				
35.	PRA SS2/21 paragraph 6.4	The written agreement for a material outsourcing should set out,	FSA Section 9	Section 9 of the FSA refers to the statutory powers of resolution authorities and sets out a process for the temporary suspension of termination rights under a service contract upon the

		for banks, a clear reference to the Bank of England's resolution powers, especially under sections 48Z and 70C-D of the Banking Act 2009 (implementing Arts 68 and 71 of Directive 2014/59/EU (BRRD)) and, in particular, a description of the 'substantive obligations' of the written agreement in the sense of Art 68 of the BRRD.		occurrence of a resolution event in respect of the relevant customer, subject to the terms of the service contract including the customer's payment obligation.
<b>Location</b>				
36.	PRA SS2/21 paragraph 6.4	The written agreement for a material outsourcing should set out the location(s), i.e. regions or countries, where the material function or service will to be provided and/or where relevant data will be kept, processed, or transferred, including the possible storage location, and a requirement for the service provider to give reasonable notice to the financial institution in advance if it proposes to change said location(s).	Ordering Document Cloud Hosting and Delivery Policies Overview and Section 4.1.3 Oracle Affiliates List	<p>The Ordering Document or cloud customer support portal sets out the data centre region applicable to the ordered Cloud services.</p> <p>The overview of the Cloud Hosting and Delivery Policies confirms that a customer's content will be stored in the data centre region applicable to the services and that Oracle may replicate customer content to other locations within the applicable data centre region in support of data durability.</p> <p>Section 4.1.3 of the Cloud Hosting and Delivery Policies states that Oracle may migrate services deployed in data centres retained by Oracle between production data centres in the same data centre region as deemed necessary by Oracle or in the case of disaster recovery. For data centre migrations for purposes other than disaster recovery, Oracle will provide a minimum of 30 days' notice to the customer.</p> <p>Also, customers have access to a list of the locations of Oracle affiliates that support the provision of the services.</p>
<b>Data and security</b>				
37.	PRA SS2/21 paragraph 6.4	The written agreement for a material outsourcing should set out provisions regarding the accessibility, availability, integrity, confidentiality, privacy and safety of relevant data.	DPA Sections 6 and 8 OMA Schedule C Sections 4 and 5 CSA Section 4 and 5 Cloud Hosting and Delivery Policies Sections 1, 3.1 and 3.2 SaaS Public Cloud Services Pillar Document	<p>The Oracle Cloud services contract addresses the accessibility, availability, integrity, privacy and safety of customer content as follows:</p> <ul style="list-style-type: none"> <li>• Technical and organisational security measures: <ul style="list-style-type: none"> <li>○ Section 6 (Security and Confidentiality) of the DPA</li> <li>○ Section 1 (Oracle Cloud Security Policy) of the Cloud Hosting and Delivery Policies:</li> <li>○ Relevant Pillar documentation</li> </ul> </li> </ul>

			<p>PaaS and IaaS Public Cloud Services Pillar Document</p> <p>Oracle Global Business Unit Cloud Services Pillar Document</p>	<ul style="list-style-type: none"> <li>○ A summary of Oracle’s Corporate Security Practices is set out in the following document: <a href="https://www.oracle.com/assets/corporate-security-practices-4490843.pdf">https://www.oracle.com/assets/corporate-security-practices-4490843.pdf</a></li> <li>• Confidentiality and protection of customer content: <ul style="list-style-type: none"> <li>○ Section 4 of the CSA or Section 4 of the OMA Schedule C (as applicable) – specifically, Oracle’s obligation to protect the confidentiality of “Your Content” for as long as it resides in the Services)</li> <li>○ Section 5 of the CSA or Section 5 of the OMA Schedule C (as applicable)</li> <li>○ Section 8 (Incident Management and Breach Notification) of the DPA</li> </ul> </li> <li>• Service Availability and Service Level Agreements: <ul style="list-style-type: none"> <li>○ Sections 3.1 and 3.2 of the Cloud Hosting and Delivery Policies</li> <li>○ The relevant Pillar documentation</li> </ul> </li> </ul>
38.	PRA SS2/21 paragraph 6.4	The written agreement for a material outsourcing should set out provisions to ensure that data owned by the financial institution can be accessed promptly in the case of the insolvency, resolution or discontinuation of business operations of the service provider.	<p>CSA Section 9.5</p> <p>OMA Schedule C Section 9.4</p> <p>Cloud Hosting and Delivery Policies Section 6.1</p> <p>FSA Section 4.1</p> <p>DPA Section 9.1</p>	<p>Section 9.5 of the CSA or Section 9.4 of the OMA Schedule C (as applicable) states that at the end of the services period, Oracle will make customer content available for retrieval by the customer during a retrieval period.</p> <p>Section 6.1 of the Cloud Hosting and Delivery Policies states that for a period of 60 days following termination, Oracle will make available, via secure protocols and in a structured, machine-readable format, customer content residing in the production environment, or keep the service system accessible, for the purpose of data retrieval by customers.</p> <p>Section 4.1 of the FSA states that Oracle will provide reasonable assistance during the retrieval period to enable a customer to retrieve its content from the production environment, including assistance with understanding the structure and format of the export file. Any additional assistance may be agreed.</p> <p>Section 9.1 of the DPA states that upon termination of the services, Oracle will promptly return, including by providing available data retrieval functionality, or delete any remaining copies of personal information on Oracle systems or services environments, except as otherwise stated in the services contract.</p>
39.	PRA SS2/21 paragraph 6.4	The written agreement for a material outsourcing should set out, if relevant, appropriate and proportionate information security related objectives and measures, including requirements such as minimum ICT security requirements, specifications of financial institutions’ data lifecycles and any requirements regarding	See row 37 above	See row 37 above regarding Oracle’s technical and organisational security measures described in the service contract.

		data security, network security and security monitoring processes.		
40.	PRA SS2/21 paragraph 6.4	The written agreement for a material outsourcing should set out, if relevant, operational and security incident handling procedures, including escalation and reporting.	Cloud Hosting and Delivery Policies Sections 5.4 and 5.5 DPA Section 8	Section 5.5 of the Cloud Hosting and Delivery Policies describes the process for escalation of service requests. Severity levels for service requests are defined in Section 5.4.  Section 8 of the DPA describes Oracle's incident management and notification procedures in the event of a personal data breach.
<b>Business continuity</b>				
41.	PRA SS2/21 paragraph 6.4	The written agreement for a material outsourcing should set out the requirements for both parties to implement and test business contingency plans. Where appropriate, both parties should commit to take reasonable steps to support the testing of such plans.	FSA Section 5 Cloud Hosting and Delivery Policies Section 2	Section 5 of the FSA confirms that Oracle will maintain a business continuity program with the objective of maintaining Oracle's internal operations used in the provision of cloud services and will monitor, test and review the implementation and adequacy of the program annually.  Section 2 of the Cloud Hosting and Delivery Policies describes Oracle's service continuity strategy and data back-up strategy.
42.	SYSC 8.1.8 R (11) MiFID Org Regulation article 31(2)(k)	The financial institution must take the necessary steps to ensure that it and the service provider have established, implemented and maintained a contingency plan for disaster recovery and periodic testing of backup facilities, where that is necessary having regard to the function, service or activity that has been outsourced.	Oracle Risk Management Resiliency Program data sheet	Oracle maintains a resiliency framework for its operations and carries out regular resiliency testing. Further information can be found in the Oracle Risk Management Resiliency Program data sheet available at:  <a href="https://www.oracle.com/a/ocom/docs/corporate/oracle-risk-management-resiliency-program-ds.pdf">https://www.oracle.com/a/ocom/docs/corporate/oracle-risk-management-resiliency-program-ds.pdf</a>  Oracle operates multiple data and development centres globally that can be used to help offset the loss of a given site. Oracle's disaster recovery planning (DRP) comprises system inventories and risk assessments, recovery procedures, and testing of these procedures.
<b>Insurance</b>				
43.	PRA SS2/21 paragraph 6.4	The written agreement for a material outsourcing should set out whether the service provider should take out mandatory insurance against certain risks and, if applicable, the level of insurance cover requested.	Oracle Cloud services contract Ordering Document	Oracle generally takes out and maintains certain insurance coverages. Through insurance and/or operating cash, Oracle is able to pay the limits on liability set out in the Oracle Cloud services contracts.  Oracle can specify applicable insurance coverage and limits in the Ordering Document.