From: Shauna Holman Harries To: Luong, Hoan - OFCCP

CC: Neil Bourque; Lida Daniel; Charles Nyakundi; Sean Smith; Kela Moon

Sent: 10/29/2015 9:09:31 PM

Subject: HQCA 6 of 29

Attachments: HQCA - Personnel File 5 zip

Best Regards, Shauna Holman-Harries

### ORACLE'

Shauna Holman-Harries - Director Diversity Compliance

Phone: +1 602 333 9112 | Fax: +1 602 333 9112 | Mobile: +1 480 689 1858

#### "Working to create an inclusive, diverse culture that drives innovation and business success."

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Oracle is committed to developing practices and products that help protect the environment

# PROMOTION OF TO PMTS Employee Name: Manager: Proposed Position: Principal Member of Technical Staff Proposed Position: Principal Member of Technical Staff

# of Years in Current Position: 8.5 Location: HQ 2OP11

# of Years in Industry: \_\_\_\_\_ Group VP:

#### **SUMMARY OF EXPERIENCE**

joined Oracle in 1993 after completing her Masters in Electrical Engineering and Computer Science from tenure in Oracle she worked as a developer in the working as a Management Consultant for for a year, she joined Oracle again in 2003 in team.

leads and specialize two main areas of install and configuration. She is responsible for development and maintenance of releases. This is in addition to products which includes In the last 8+ years, she has successfully delivered multiple releases of and multiple patch set releases of and

Overall,

- Takes complete responsibility of the project she owns.
- Interacts with multiple product teams and follows up with developers as needed.
- Seldom needs any supervision.
- Quick to learn new technology
- Has a very positive attitude and communicates well with everyone on the team and in the organization.
- Has gained respect from various groups she has been working with at the various level of the technical layer.

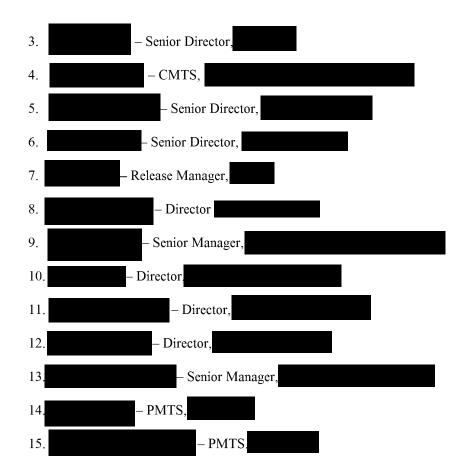
promotion is supported by the following individuals:

- 1. Architect,
- 2. Senior Manager,

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#### SCOPE OF POSITION

has been a valuable player in the components and provisioning them in a seamless manner. Working as a Principal developer on such projects not only requires strong understanding of the overall FMW product architecture but also requires strong design and architecture skills. Since these projects span various cross-functional areas, both verbal and written communication skills and persuasive skills are equally important. Due to this excellent communication skills have been extremely valuable on her various projects. I have always felt confident in her ability to tackle whatever projects she is involved in. During her time on the team she has always helped influence the team both technically with participation in functional spec designs as well as communicating well both inside and outside of the team and helping to coordinate and track team efforts through various means.

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Her efforts with the team required her to learn our new process and work closely with the requirements for two different releases very closely spaced. She was able to cope successfully with fluid requirements with components being added and removed from the release on short notice. The shiphome releases have been very successful with the RTM a week early in order to make marketing and media pack requirement dates.
Her recent work on the shows that she can rapidly learn new technologies and produce quick results. This required her to learn how to create templates and understand the basics and administration to produce a working product in a very short time period. She has a very thorough understanding of the release process which allows her to inform her technical decisions with knowledge of the most efficient implementations.
TECHNICAL ABILITY
is proficient in Java, C, shell scripting, WebLogic and related technologies. She is also very good at diagnosing problems and getting to the bottom of the issue. She is extremely persistent; she never gives up on getting to the root cause of a problem even under very tiring situations. Time and again she has shown strong design and architecture skills throughout the various projects she has successfully delivered starting with
She is a self-motivated individual with the drive to achieve the best in all her endeavors. She goes out of the way to make sure that she has covered all aspects of the features she has implemented and makes sure that all work is of high quality. She has been able to drive most issues to closure by following up with other teams such as the teams. She required very minimal supervision and directions from me in most cases.
She has exposure to the entire product development lifecycle. She can quickly study new technologies and master them. She has demonstrated her abilities in install, configuration, and programming practices.
The following are links to some of the Functional Spec and Design Specs created by her.

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#### TEAMWORK AND INFLUENCE WITHIN ORACLE

She is a great team player. Her many years of experience make her a good resource for newer members of the team and she is always willing to help. She has always worked to keep team spirits high even in adverse situations. She is a good mentor for engineers in install and configuration areas. She is very approachable and provides immediate assistance to team members.

Install development requires interaction with other development teams, RMs, QA and product management. She works well with other teams. Developers from inside and outside teams contact her for advice on install and configuration areas. And she is always willing to help them with their problems and suggest technical solutions.

#### **EXTERNAL VISIBILITY**

Installation and configuration development provides lots of opportunity to interact with many teams. She consistently works with multiple development teams, QA, and RMs. During the last 8 years, she has worked with almost all teams. In her area of responsibility she is the go-to person. In addition to working with Oracle Internal teams, in many occasions she has worked with Support Teams and customers to resolve customer issues and escalations.

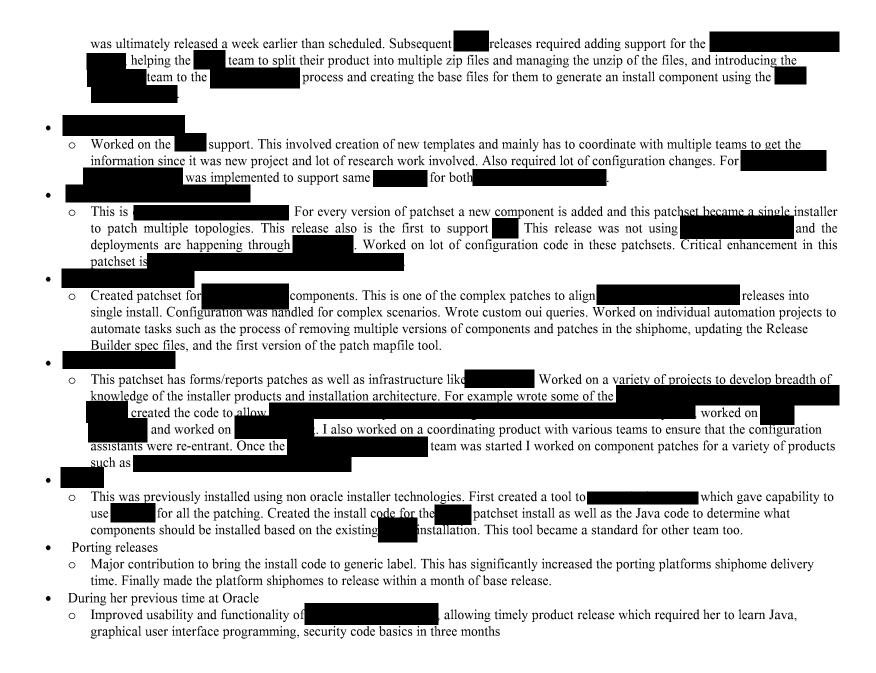
#### ACHIEVEMENTS

•				
	0	Part of the core group for design and development of the	: Installation.	
		Functional Specification for the Patchset		_
	0	Worked on the use case document for the new	esign. Patchsets released include	and currently
	0	Created the		_
	•			
	0		The requirement was to create an initial	
			ontained the same base set plus an additional nu	
		to the timing of the release and the testing requirements this mea		
		a shared set of xml files. The release date for the second	needed to be moved for	marketing reasons and so

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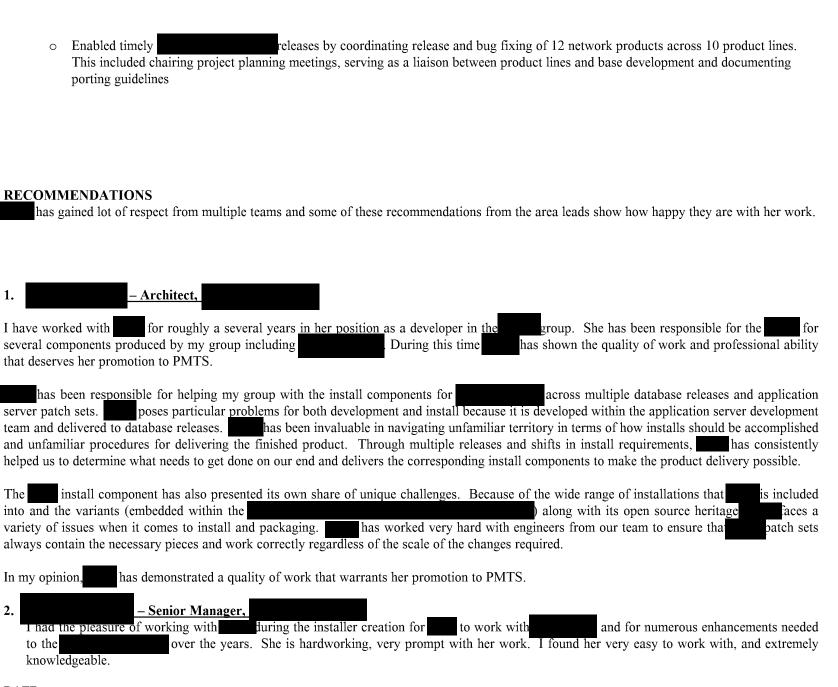
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2.

CONFIDENTIAL ORACLE\_HQCA\_0000002404 I strongly recommend her promotion to PMTS.

## Senior Director 3. during various Patch set releases such as a I have worked closely with and I found her to be technically very competent. played an outstanding role as one of the key developers during this release, which also required her to go way out of her way at times to resolve a problem. Her turnaround on even the most complex issues were impressive, and the solutions she provided were thought through, and issue proof.I have also found over the period of my association with her for Patch sets releases, that her deliverables are of very high quality. It was a pleasure to work with and I would recommend promoting her to Principal Member Technical Staff. It will be well deserved. 4. - CMTS. I am really happy to provide recommendation for having worked with her for last couple of years in various projects. enthusiastic, hardworking, proactive and possesses great communication skill. She is a dedicated worker and her contribution in various install/configuration/patchset projects like patchset is wonderful. She has excellent technical depth in She demonstrated great analytical prowess in finding out some of the most critical issues in the products. She has shown great potential in thinking from overall perspective and not just the current issue in hand. She is definitely a key member of install group overall and I would highly recommend to promote her for the post of Principal Member of Technical Staff. Senior Director.

I worked with patch set and have found her to be knowledgeable and personable. She seems truly interested in getting things done properly. She always responds to my inquiries and follows up. This makes my job easier as a development manager. I support her promotion to Principal Member of Technical Staff.

6. ] — Senior Director 1

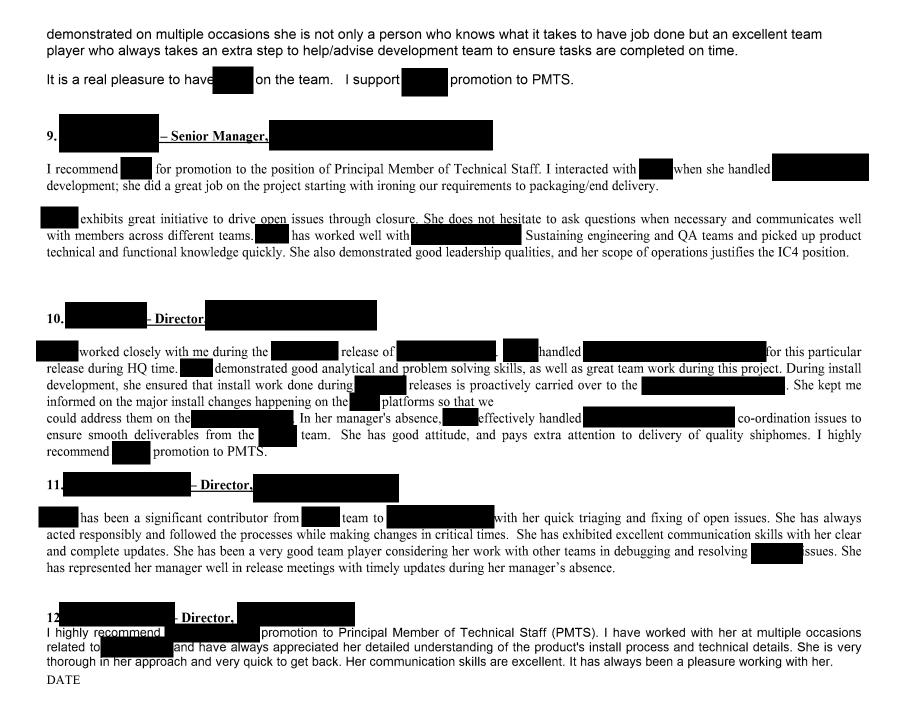
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# 13. Senior Manager,

I worked with a spects for some components. This process presented us with quite a few challenges getting steps coordinated across various teams and resolving technical issues as they arise. Was critical to us achieving our goals as she provided us with timely support and was available both within and outside normal office hours. Her deep knowledge of the system enabled her to answer our technical queries in a very efficient fashion and to resolve issues quickly building a good working relationship with her.

# <u>- PMTS,</u>

I started to work with at that time for release. She was and is very knowledgeable in the installer area. Also she has good knowledge of various underlying technologies involved. She is creative enough to reach out to the right team for the right issues. She is easy to work with, creative and experienced software professional. She worked on several items and was able to shuffle them based on the priorities. His flexibility in timings and hardworking made huge difference for various items we worked together.

Having said above, I strongly recommend to be promoted to the next level as she has proven her expertise in various development modules.

## <u>- PMTS.</u>

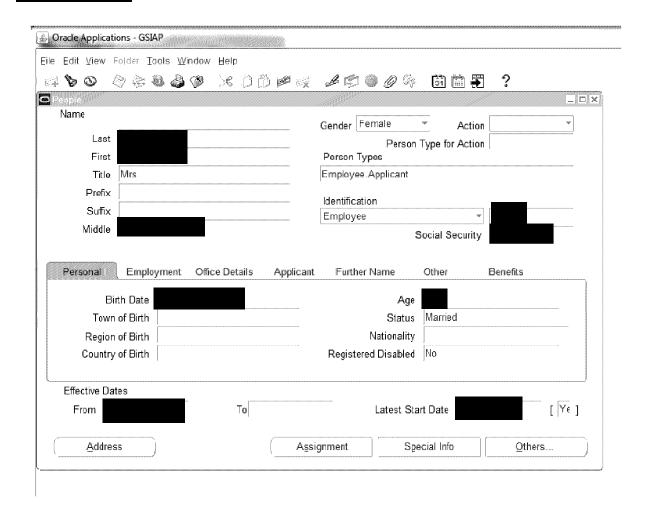
I started working with as part of a same part of a same point of contact on the same series team. Being the first release of and since was layered on top of the same product, there were several open questions at different points in the product lifecycle which needed the inputs from the same part of same

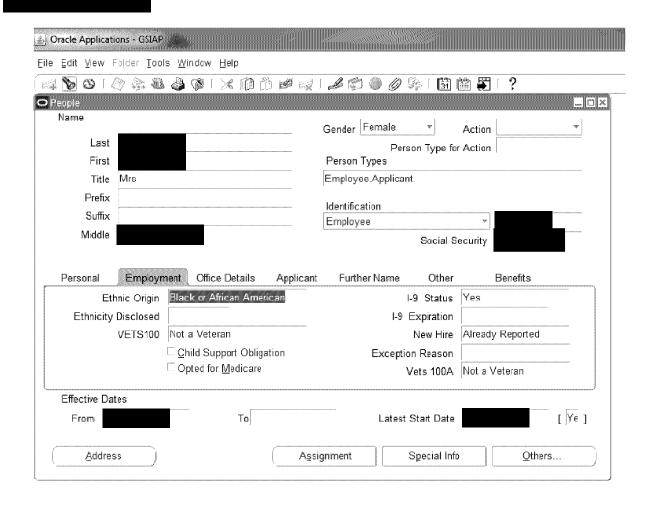
was patient in understanding the context related to and more than willing to work with us to provide a solution to many of our install requirements. She is meticulous and pro-active in completing work items considering inter-team dependencies and schedules. She was prompt in her responses either with direct replies or pointing in the right direction. Furthermore, she was always willing to do that extra bit to help us with any questions or issues. Her receptiveness to different approaches for solving problems is a big plus.

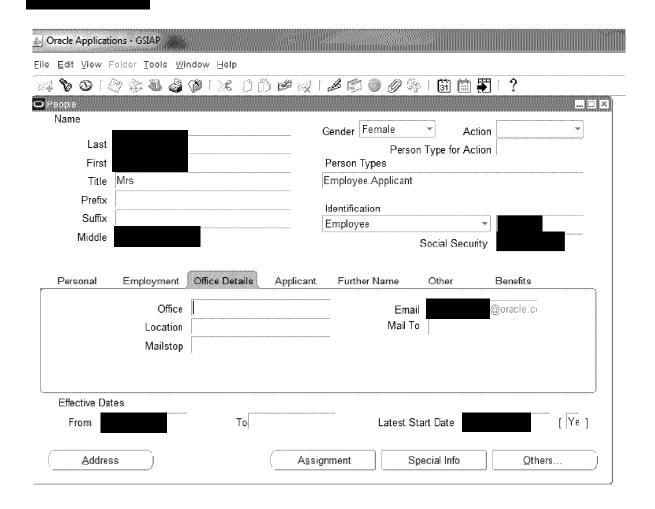
On the basis of my work with her, I can state that she can effectively work on complex projects on her own. I recommend promoting her.

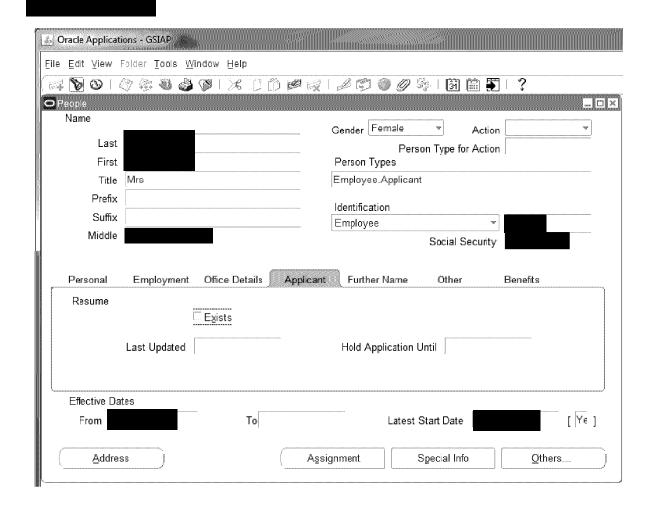
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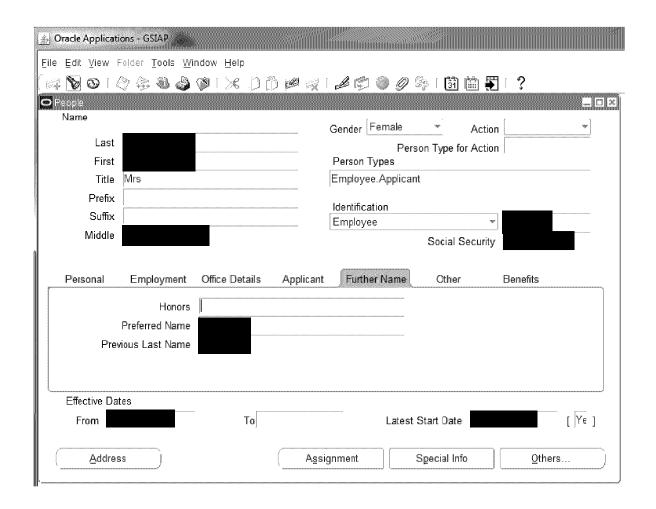
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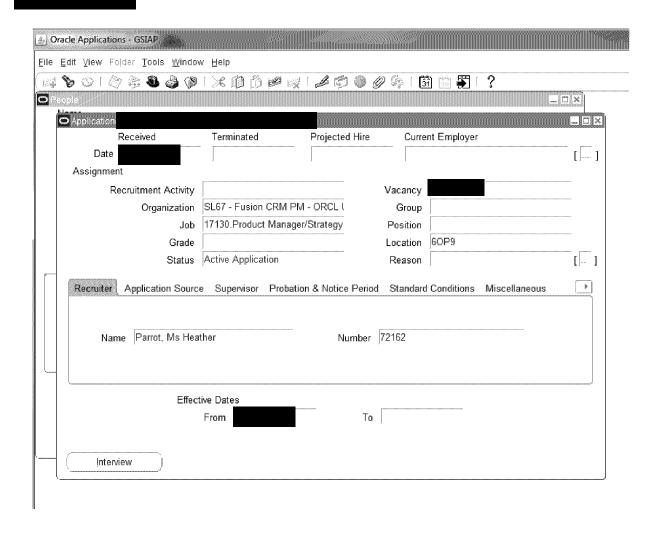


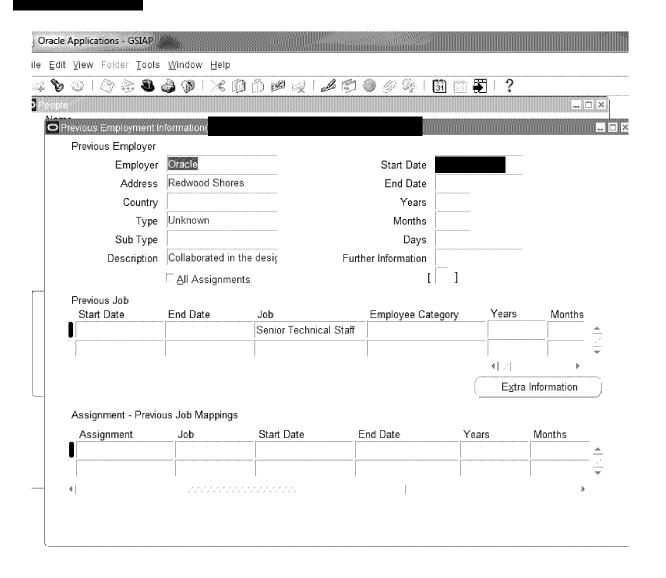


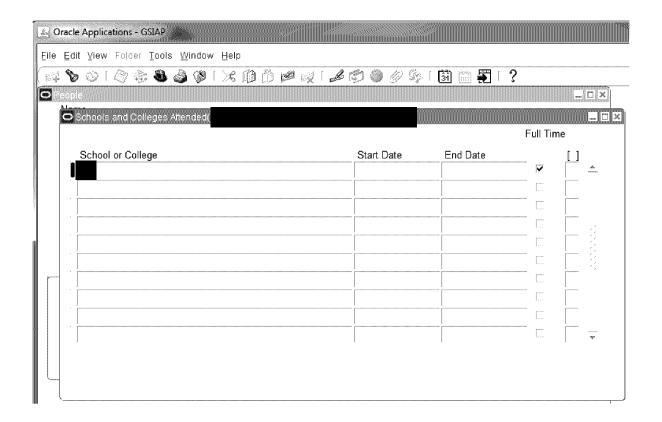


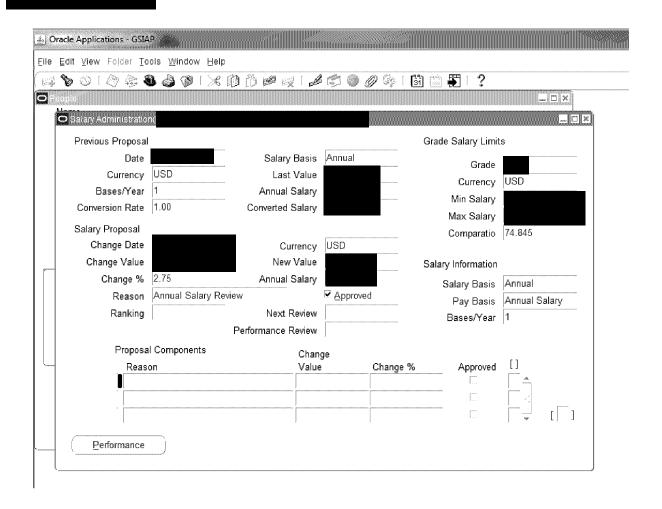


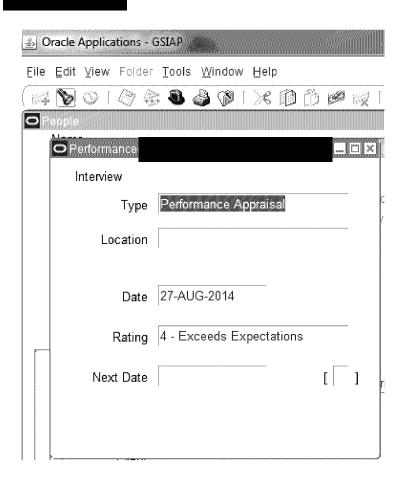




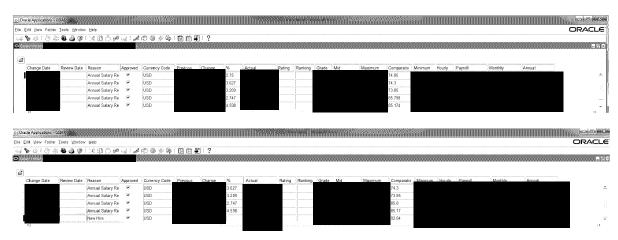


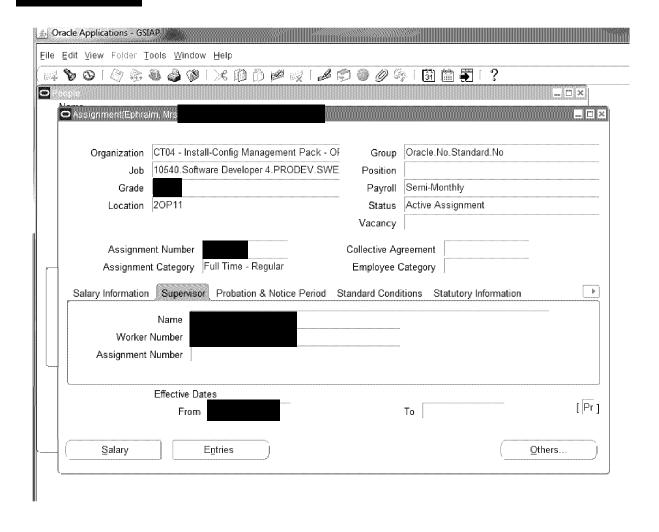


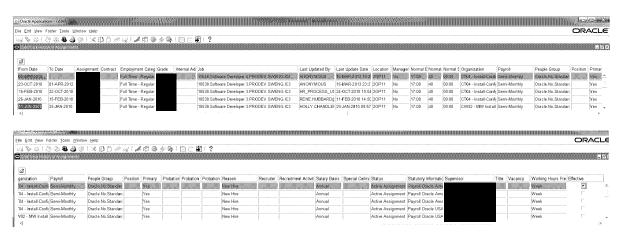


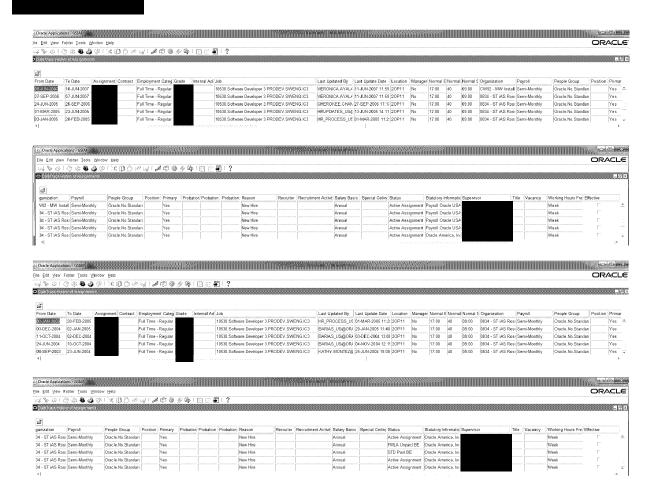


#### Salary History









# New Employee Paperwork

C	andidate's Name:		_			
	☐ Rehire					
☐ Temporary						
□ VISA Required						
	☐ Temporary to Regular					
	☐ Part-Time					
	Signed Employment Agreement  Start Date					
	Signed Proprietary Inform	nation Agreement				
	Signed Privacy Policy					
	,	rmation Sheet				
Completed Personal Information Sheet  Must be complete  Social Security Number  Date of Birth						
	Employee Self Identificat					
	Employment Eligibility (	Questionnaire				
	/ □ I-9 Rec'd OHD			·		
Co	mments:		Date	Initials		
	Set Visa Flag (If Visa Required)	Logged	8/25	10		
	Send Visa Alert to Manager (If Visa Required)	Sent E-mail	8/52			
	End date benefits screen (If Rehire)	Entered System	7-2	W.		
	Car Allowance	Employee ID		<u>0</u>		
	Stock	Scanned Date:	-			

# Personal Information Sheet

Missing information or illegible information may cause delays in processing your profile.

Employee Name	First			.00	
	Middle	•			
	Last				
Preferred First Na	me (Known A	s)	(Optional)		
Name as it appear	s above the ad	dress on your	offer letter (Fo	r Reference	Purposes)
First	<del></del>	Middle		Last	
Social Security # Please note you are	e responsible f	for obtaining a	Social Security	y Number w	vithin two weeks of your employment.
Date of Birth (Example: 12 -FEI	3– 1960)	DD	MMM	YYYY	<u> </u>
Street Address					
City .					
County .					
State .					
Country					_
Telephone Numbe	er e				
Other Information Who was your init	ial point of co	ntact in the rec	ruiting proces	s that result Internal Re	ed in your hire? cruiter [ ] Employment Agency
If your answer abo prompted your car		g Manager or l	Internal Recru	iter, what v	vas the recruiting technique that
[ ] Oracle [ ] Job Fa [ ] Web ( [ ] Oracle [ ] Rehire [ ] Print	air Career Site (M e Internal Recr e (self-initiated Advertisemen e Hiring Mana	t iger contact/co	ouilder etc.) cold call tact from prev		employment) - Previous employee #
Please list the Corr	ipany Name o	f your most re	cent employer.		
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
				_	DO NOT WRITE IN THIS SECTION
11/01			2	3	Emp#:

# MANDATORY: ALL PROSPECTIVE EMPLOYEES MUST COMPLETE AND SIGN THIS FORM Employee Eligibility Questionnaire

Federal law requires Oracle to hire individuals who are authorized to work in the United States. To ensure compliance, all prospective employees must answer the following questions and sign and date this form.

1. Are you authorized to work in the U.S.? (check one) Yes [ ] No						
2. Which ONE of the following applies to you? (check one)						
[ ] U.S. Citizen	ì					
If you checked U.S. Citizen or Permanent Resident, <u>STOP</u> , skip to item 4. below.  If you checked Foreign National with / without visa, complete items 3. and 4. below.						
3. Which ONE of the following describes your current status? (check one & complete needed information)						
I am on F-1 or J-1 status and have valid work authorization based on that status.  Visa type:  Issue date of work authorization:  Expiry date of work authorization:						
I have some other type of status in the U.S., and have a valid work card issued by INS in the form of an "EAD" (Employment Authorization Document), and can begin employment based on that.  Issue date of work authorization:  Expiry date of work authorization:						
I have a work visa sponsored by Oracle Corporation and can be employed based on that valid status.  NOTE: This ONLY applies if your current visa status has already been sponsored by Oracle  Corporation and you are currently in possession of an I-797 Approval Notice or visa stamp bearing  the name of Oracle Corporation as the sponsoring entity. If this is not the case, then this selection  does not apply to you, and you must make a different selection that describes your current visa status.  Visa type:  Valid from:  Valid to:						
[ ] I have a U.S. visa of some kind, but it is <b>not</b> an employment visa that was sponsored by Oracle Corporation, therefore I will require Oracle Corporation to sponsor me for a work visa.						
[ ] I do not have any U.S. visa, I am outside the U.S. and therefore will require Oracle Corporation to sponsor me for a work visa.						
Visa Assistance for Regular, Full-Time Employees						
If you will be a regular, full-time employee and require assistance to obtain Oracle-sponsored work authorization, please note:						
Complete and return all New Hire Paperwork, except I-9 form (bring on first day of employment)						
Contact your manager and request s/he complete Purchase Order and begin visa petition process						
Contact the Oracle-approved immigration attorney. Generally, Oracle pays normal legal fees and costs for work authorization.						
4. It is mandatory that ALL prospective employees print and sign their names and date this document.	-					
Print Name Signature Date						
28						



## **Employment Agreement & Mutual Agreement to Arbitrate**

Please read this Agreement carefully before you agree to its terms by signing it. You may wish to consult an attorney prior to signing the Agreement. The Agreement sets forth certain important benefits, terms and conditions related to your employment with Oracle. It also sets forth the mutual agreement between you and Oracle to arbitrate any dispute or claim arising out of or related to your Oracle employment and to waive all rights to a trial or hearing before a court or jury.

#### Proprietary Information

Oracle's proprietary rights and confidential information are among the company's most important assets. In addition to signing this Agreement as a condition of employment, you also must sign the Proprietary Information Agreement included in the New Employee Packet.

#### Oracle Policies

Your adherence to the Oracle Code of Ethics and Business Conduct, set forth in a booklet included in the New Employee Packet, is vital to Oracle and to your success at Oracle. When you sign this Agreement, you are agreeing to thoroughly familiarize yourself with the Oracle Code of Ethics and Business Conduct and you are agreeing to abide by it. You also agree to take Oracle's Ethics and Business Conduct course, available on-line through Oracle's intranet. In addition, when you sign this Agreement, you are acknowledging that you have read the letter addressing Oracle's Safety Program highlights included in the New Employee Packet. The Oracle Code of Ethics and Business Conduct and the Oracle Employee Handbook are on the Oracle intranet and accessible to all employees. You agree, after beginning employment, to access the Employee Handbook and thoroughly familiarize yourself with Oracle policies and to abide by them. Additionally, from time to time, Oracle will communicate important information about its policies by way of electronic mail notification and/or the Oracle intranet. By signing this agreement, you agree to thoroughly review these policy communications and to abide by them.

#### **Employment Eligibility**

In order to comply with the Immigration Reform and Control Act of 1986, the federal government requires the company to examine documents which prove your legal right to work in the United States. Please see the Verification of Eligibility for Employment information which also is a part of the New Employee Packet.

#### Benefits

Oracle offers its employees a comprehensive medical, dental, vision, life and disability insurance package through Oracleflex, a flexible benefits program. Oracleflex may require employee contributions. The company also offers benefits including a 401(k) Savings and Retirement Plan, an Employee Stock Purchase Plan, a Dependent Care Reimbursement Plan and an Educational Reimbursement Plan. The details of these plans are included in the New Employee Packet and/or are available on the Oracle intranet. You understand that you must make your Oracleflex benefits elections within the limited time period set forth in the communication accompanying your personal identification number that you will receive after beginning employment.

By signing this Agreement, you authorize Oracle to deduct from your compensation any and all contributions associated with your elections under Oracleflex, the Oracle 401(k) Savings and Investment Plan, the Oracle Employee Stock Purchase Plan, or any other benefit offered by Oracle in which you participate and for which an employee contribution is required.

Your starting compensation, position and other terms and conditions related to your employment are set forth in the offer letter you received. By signing this Agreement, you also are agreeing to the terms and conditions set authorizes the award of attorneys' fees to the prevailing party, in which case the arbitrator shall have the authority to make an award of attorneys' fees as permitted by the applicable statute or law.

#### Consideration

You understand and acknowledge that you are offered employment in consideration of your promise to arbitrate claims. In addition, the promises by Oracle and by you to resolve claims by arbitration in accordance with the provisions of this Arbitration Agreement, rather than through the courts, provide consideration for each other.

## Knowing and Voluntary Agreement; Complete Agreement

You understand and agree that you have been advised to consult with an attorney of your own choosing before signing this Employment Agreement & Mutual Agreement to Arbitrate, and you have had an opportunity to do so.

YOU FURTHER UNDERSTAND AND AGREE THAT YOU HAVE READ THIS EMPLOYMENT AGREEMENT & MUTUAL AGREEMENT TO ARBITRATIE CAREFULLY. BY SIGNING IT, YOU ARE EXPRESSLY WAIVING ANY AND ALL RIGHTS TO A TRIAL OR HEARING BEFORE A COURT OR JURY OF ANY AND ALL DISPUTES AND CLAIMS SUBJECT TO ARBITRATION UNDER THIS ARBITRATION AGREEMENT WHICH CLAIMS YOU MAY NOW OR IN THE FUTURE HAVE.

This Arbitration Agreement contains the complete agreement between Oracle and you regarding the subject of arbitration and alternate dispute resolution, and supersedes any and all prior written, oral, or other types of representations and agreements between Oracle and you, if any.

#### Severability

If any portion of this Employment Agreement & Mutual Agreement to Arbitrate shall, for any reason, be held invalid or unenforceable, or contrary to public policy or any law, the remainder of the Agreement shall not be affected by such invalidity or unenforceability, but shall remain in full force and effect, as if the invalid or unenforceable term or portion thereof had not existed within this Agreement.

#### Modification

This Employment Agreement & Mutual Agreement to Arbitrate may be modified only in a writing, expressly referencing this Agreement and you by full name, signed by you and Oracle's Board of Directors.

By signing below you are agreeing that you have read and understood every provision of this Agreement and that, in consideration for your employment at Oracle, you agree to abide by its terms.

#### ACKNOWLEDGED AND ACCEPTED:



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#### PROPRIETARY INFORMATION AGREEMENT

Oracle Corporation and its subsidiaries ("Oracle") develop, market, license and distribute computer software products and other technology, and provide technical support, consultation, educational and other services relating to Oracle's products. Oracle develops and uses confidential and proprietary information in its business. This information may relate to technical matters, such as the development of a new product or service, or to non-technical matters, such as marketing or financial information. As a result of your Oracle employment, you may develop, receive or otherwise have access to confidential or proprietary information which is of value to Oracle. This agreement sets forth your responsibilities concerning confidential and proprietary information.

As an employee of Oracle and as a condition of my Oracle employment, I agree to abide by the following terms and conditions:

1. My employment creates a relationship of confidence and trust between me and Oracle with respect to certain information of a confidential, proprietary or trade secret nature. For the purposes of this agreement, all such confidential, proprietary or trade secret information will be referred to as "Proprietary Information."

Proprietary Information includes by way of illustration and without limitation:

- all software and other technology developed or licensed by or for Oracle or licensed to Oracle by a third party, and any documentation relating to such software or technology; the term "software" as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise), its audiovisual components (menus, screens, structure and organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation diagrams, flow charts, designs, drawings, templates, specifications, models, data, bug reports and customer information;
- marketing and sales plans or forecasts, product development plans, competitive analyses, benchmark test results, supplier and purchasing information, budgets and non-public financial information, licenses, contracts and all related documents, customer lists and information regarding other employees, their skills and compensation;
- c. all information which Oracle has a legal obligation to treat as confidential or which Oracle treats as proprietary or designates as confidential or for internal use only, whether or not owned or developed by Oracle.

Proprietary Information shall not include information known publicly or generally employed in the trade, nor shall it include generic knowledge that I would have learned in the course of similar employment elsewhere.

At all times, both during and after my employment with Oracle, I will hold Proprietary Information in confidence. I will not by any means transfer, publish, disclose or report Proprietary Information directly or indirectly, except such disclosure to other Oracle employees or authorized third parties as may be necessary in the ordinary course of performing my duties for Oracle or otherwise as directed by Oracle. I will not use Proprietary Information except in the course of performing my duties for Oracle.

- 2. My performance as an employee of Oracle will not breach any agreement or obligation to keep in confidence the proprietary information of a former employer or other entity or person. I will not bring any proprietary information of a former employer or other entity or person to Oracle. I will not use in the performance of my work with Oracle any proprietary information of a former employer or other entity or person without written authorization from my former employer, the other entity or person.
- I will promptly disclose to Oracle, will hold in trust for the sole right and benefit of Oracle, and hereby assign to Oracle all 3. my right, title and interest in and to any and all ideas, discoveries, inventions or "know how," including without limitation, all processes, devices, apparatus, computer programs, programming documentation, and other works of authorship, including any modification, improvement or use thereof (collectively referred to as "Developments"), relating to any current or reasonably anticipated business of Oracle, conceived or reduced to practice by me alone or with others during the term of my employment, whether or not conceived during regular business hours. I further acknowledge and agree that all Developments shall be the sole and exclusive property of Oracle and are considered "works made for hire" for the purposes of Oracle's rights under copyright laws. To the extent that any Development may not be considered a "work made for hire", 1 hereby assign to Oracle such Developments and all rights therein, except those Developments, if any, the assignment of which is prohibited by law. I further agree to execute any documents and to do all things necessary, without additional compensation whether during my Oracle employment or after: (a) to assign all right, title and interest in any Development to Oracle and (b) to assist Oracle in registering, prosecuting, perfecting, protecting, maintaining and enforcing any and all patent, copyright, trade secret or other right or interest in any Development for any and all countries. This provision does not apply to Developments which qualify fully under the provisions of section 2870 of the California Labor Code, or any other statute or common law doctrine of like effect, which states!

## **ORACLE**

## ORACLE'S INTERNAL PRIVACY POLICY-INDIVIDUAL PERSONAL DATA

Individual personal data is information on any person that either identifies them or from which they may be identified. All individual personal data at Oracle Corporation and its subsidiaries ("Oracle") is regarded as confidential information and all individuals who have access to this data must respect its confidentiality. Failure to do so may lead to disciplinary action.

Oracle human resources electronic data is held and secured at a global level in the United States. Collection and management of human resources data is the responsibility of the local human resources departments and they are accountable for local rights in relation to this data. Personal data may be accessed from Oracle locations worldwide, as required for business purposes, by personnel with appropriate access privileges. Personal data may be shared with external organizations as required to permit their provision of services to the Oracle workforce. Your provision of personal data confirms your consent to this process.

To adequately safeguard personal data privacy at local and global levels, Oracle maintains global policies and procedures to protect the confidentiality and security of individual personal data. Oracle requires that external organizations providing services to the workforce of Oracle only use the information in furtherance of the specific service they are rendering and requires that they treat the information confidentially. Please note that any permission granted by Oracle employees to such service providers relating to other services is outside the scope of these confidentiality requirements.

Oracle manages personal data in accordance with the following general principles:

Collection - data is collected for purposes associated with working for Oracle. Examples include information needed to operate payroll and obtain benefits, performance management and other general employment requirements. Consent to the transfer of this data is obtained on joining Oracle, and through appropriate notices alerting individuals to the international processing and onward transfer of data. Explicit consent may be required for the collection and use of sensitive personal data relating to, among other things, race, religion, disability, health, sexual orientation and political affiliation.

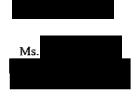
**Processing** - use and onward transfer - personal data processed or used by Oracle is collected and used for business purposes only. Onward transfer to outside organizations is safeguarded through contractual requirements and is provided to accomplish the purposes of collection.

Security - Oracle operates internal procedures to protect the security of individual personal data. These include, but are not limited to, restricted access to buildings and systems, appropriate technical measures, personal password and authentication protection and authorization requirements to access personal data based on "need to know" principles either for job requirements or specific business.

Access - to enable individuals to verify the accuracy of personal data. Oracle provides appropriate access to human resource data. In some circumstances this will be through online, self-service applications; otherwise, access may be obtained through the local human resources department. Local human resource contacts may be obtained at: http://hrweb.us.oracle.com/







Dear.

We are pleased to offer you the position of Senior Member of Technical Staff with Oracle Corporation. We offer you starting compensation at the mouthly rate of \$ (equivalent to an annual rate of \$ (you will be eligible to participate in the standard compensation plan for your position.

To accept this offer, please sign the enclosed Employment Agreement (be sure to confirm your intended start date), the Proprietary Information Agreement and all other documents required and return them to Oracle in the enclosed envelope. Employment and employee benefits can only begin after you have signed these documents and they have been received by our Employee Service Center. If you have any questions regarding these documents, please feel free to call our Employee Service Center at (888) 404-2494.

If you have any questions regarding the conditions of your offer, please feel free to call your manager, at or your Human Resources Representative, Jennifer Doonan, at (650) 607-6430. This offer remains open until We look forward to having you begin work with us.

Sincerely,

lovce E. Westerdahl

Senior Vice President, Human Resources

Enclosure: New Employee Packet

Skills

C, Java (J2SE, JAXP, JDBC), C++, Visual Basic, Perl, XML, HTML, SQL, Oracle, MySQL, Access, Excel, Windows, NT, Unix (AIX, Solaris), gnu Makefiles, shell scripts, TCP/IP

Experience

#### ANTIOCH, CA

Developed user interface software for product, client management software and website

#### REDWOOD SHORES, CA

Quality Assurance testing of several game titles including

for Console and PC.

Associate

#### SAN FRANCISCO, CA

- Modeled supply chain, pricing, spot market and profitability relationships in West Coast gasoline market.
- Analyzed credit card processing network and assessed technical alternatives for the system

#### **NEW YORK, NY**

- Designed screens and functional specifications for prototype web portal. Created associated Access database.
- Due diligence involving demand side modeling, collection of market sizing information, market data analysis

#### ORACLE CORPORATION

#### REDWOOD SHORES, CA

Senior Technical Staff

Improved usability and functionality of Oracle Wallet Manager using Visual Café for Java and JNI.

Learned Java, graphical user interface programming, security code basics in three months

Senior Technical Staff

team. software technology, as part of Designed

Implemented new software build process enabling integration with other products.

- interface repository. • Used Visual Basic to develop browser for
- Tested interoperability of
- with Helped coordinate installation of with
- metric daemon to threading model, added new metric information. Converted
- Investigated Added RPC performance and scaleability. Required socket programming, Oracle SQL\*Net API calls.
- Re-engineered existing build process to conform to new standards. Instructed team members on building in new environment. Documented new process use and maintenance.

Senior Technical Staff

Enabled timely Oracle Server bundle releases by coordinating release and bug fixing across 10 product lines. Planned release with team members in charge of other product sets.

Performed first stage integration and debugging of 12 Oracle SQL\*Net products

- Re-engineered build process by writing
- Documented porting guidelines and created web page to enhance communication with product line porters

Technical Staff

- platform. Resolved bugs, ran QA. Cut Master CDROMs and tapes Ported Server Products to
- Set up and support of demonstration of Oracle Applications at Unix Expo in NY

Education

1998 - 2000

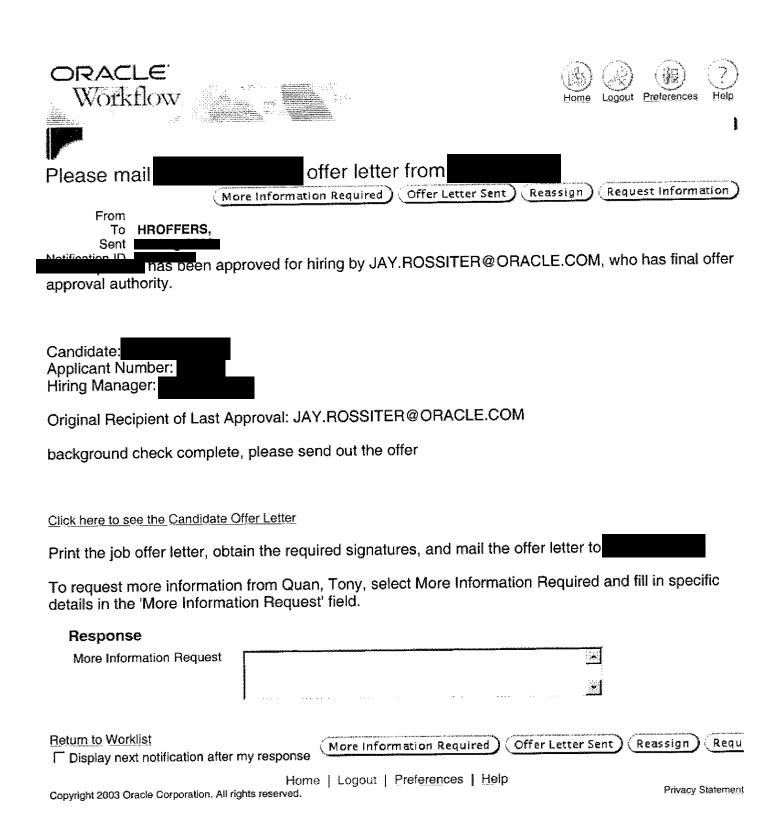
MBA (Strategic management and consulting)

1988-1993

Bachelor of Science, Master of Science, Electrical Engineering and Computer Science

Skills C, Java (J2SE, JAXP, JDBC), C++, Visual Basic, Perl, XML, HTML, SQL, Oracle, MySQL
Experience  ANTIOCH, CA  Developed user interface software for product, client management software
REDWOOD SHORES, CA Quality Assurance testing of several game titles including Sims Online for Console and PC.
Associate  Modeled supply chain, pricing, spot market and profitability relationships in West Coast g Analyzed credit card processing network and assessed technical alternatives for the system NEW YORK, Designed screens and functional specifications for prototype web portal. Created associate Due diligence involving demand side modeling, collection of market sizing information, mar
Senior Technical Staff Improved usability and functionality of Oracle Wallet Manager using Visual Café for Java a Learned Java, graphical user interface programming, security code basics in three months  Senior Technical Staff  Designed Senior Technical Staff  Designed Senior Technical Staff  Designed Senior Technical Staff  Designed Senior Technical Staff  Implemented new software build process enabling integration with other products.  Used Visual Basic to develop browser for interface repository.
Tested interoperability of with Helped coordinate installation of with Converted metric daemon to threading model, added new metric information.  Added and to Tomposition Theorem Tested internation and to Tomposition Theorem Tested interpretation and Tomposition Tested interpretation and Tomposition Tested interpretation and Tomposition Tested interpretation Tested Interp
Senior Technical Staff  Enabled timely Oracle Server bundle releases by coordinating release and bug fixing across Planned release with team members in charge of other product sets.  Performed first stage integration and debugging of 12 Oracle SOL*Net products Re-engineered build process by writing  Documented porting guidelines and created web page to enhance communication with product 1 Technical Staff  Ported Server Products to platform. Resolved bugs, ran QA. Cut Master CDROMs and
Set up and support of demonstration of Oracle Applications at Unix Expo in NY  Education 1998 - 2000
MBA (Strategic management and consulting)  1988-1993  Bachelor of Science, Master of Science, Electrical Engineering and Compute

Notification Details Page 1 of 1



# **Candidate Offer Information**

Candidate Information.

First Name Last Name

Address



Organization 0834 - ST iAS Rossiter - 001

Job Code 10530.Software Developer 3.PRODEV.SWENG.IC3

Office Location HQ Office Lease - 200 Building 11th floor

## **Terms And Conditions**

Discretionary Job Title Senior Member of Technical Staff
Product 9iAS

Salary

FLSA classification Exempt

Annual Base Salary (\$)

Compensation Type Others

Candidate's previous employer and compensation information

Employment Category Full Time - Regular

# **Timing Issues**

Offer packet mailing information: Express 1-Day

Target start date (to be confirmed by the Candidate on his/her acceptance paper)

Offer remains open until

## Rehire

Previous work for Oracle or subsidiary Yes

Candidate's Employee ID#

Date Candidate last worked here

Previous salary (\$)

Reason for leaving Educational leave of absence

Department or subsidiary worked for

## **Justification**

Is this position in your budgeted headcount? Yes

Are candidate's salary and related expenses in your approved budget?	'es
	es
If yes, for whom?	
1 P	revious related Oracle experience with application server
p	roducts
2. S	trong recommendations and high performance rankings rom prior Oracle managers
3. S	trong Java skills that can be leveraged in install/configuration development
List Oracle employee interviewers T	Cony Quan Manoj Verma Malai Stalin
	(es
References encoured	(previous Oracle manager): "She did
for Product be very strongly motivated, wi	y recommend hiring her back"  (previous Oracle manager): was very self high performers. Good for Oracle that she will be joining ent Manager, that we could leverage immediately in levelopment for She would be a great addition to the
Additional Assignment Information	
Person Type Employee	
Hire Type Rehire	
Shift Premium Eligible ? No	
Eligible to work in the US? Yes	
Additional Information Candidate Email Address Y Jobpost ID #	
<b>Management Information</b>	
Note: Choosing an employee by using the Useri	d LOV will fill in all necessary information.
Hiring Manager	
Userid	
Name	
Employee ID #	
Phone	
Other Contact	
Userid	
Name	
Employee ID number	
Phone number	

# **Candidate Source**

Employee Referral Yes
Employee Referral Name
Employee referral ID #

```
Subject: Re: New Hire Start Date
Date: 25 Aug 2003 14:45:35 -0700
From: @oracle.com>
```

To: hrms ops <hrmsops\_us@oracle.com>

hrms,

\_\_\_\_

```
On Mon, 2003-08-25 at 14:38, hrms ops wrote:

> Hi,

> We have received the acceptance paperwork for your newhire,

Please respond with his/her official Oracle start

> date, so that we may complete the hiring process.

> If this candidate is a rehire or international transfer, please also

> provide the original start date for vacation and

> vesting

> purposes.

> --

> Regards,

+ HRMSOPS

> HR Operations

> Corporate Human Resources
```

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External Information – Oracle collects personally identifiable information from customers, Oracle program students, conference attendees, magazine subscribers and users of its websites. Collection, use and access to this personally identifiable information is subject to Oracle's Privacy Policy and other applicable polices related to marketing and solicitation. Oracle employees are expected to be familiar with these polices and to promptly complete any training related to these policies. Failure to comply with these polices may result in disciplinary action.

Enforcement - questions and issues concerning personal data privacy should be directed to Oracle's Global Data Privacy Director or go to http://hrweb.us.oracle.com/misc/datapriv.htm.

I confirm that I have read Oracle's Internal Privacy Policy, and agree that the provision of personal data to Oracle confirms my consent to the principles and processes contained in this statement. I further confirm that I understand that failure to abide by these policies may result in disciplinary action.

Signature:	time made shirtly disconnected it	
Name:		Date:

05/02

- Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:
  - (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
  - (2) Result from any work performed by the employee for the employer.
- (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.
- 4. If any Development assigned hereunder is based upon, or is incorporated into or is an improvement or derivative of, or cannot reasonably be made, used, reproduced and/or distributed without using or violating technology or rights owned or licensed by me and not assigned hereunder, I hereby grant Oracle a perpetual, worldwide, royalty-free, non-exclusive and sub-licensable right and license to exploit and exercise all such technology and rights in support of Oracle's exercise or exploitation of any such assigned Development(s) (including any modifications, improvements and derivatives thereof).
- I will not during my Oracle employment engage in any other employment, occupation, consulting or other activity related to the business in which Oracle is now involved or becomes involved during the term of my employment.
- 6. I will not, during my Oracle employment and for a period of six months after the termination of my Oracle employment, directly or indirectly, whether through a third party or otherwise, recruit, solicit, induce, invite or otherwise encourage any Oracle employee to accept an employment or independent contractor or other business relationship with an employer or entity or person other than Oracle.
- I will upon termination of my Oracle employment reaffirm my recognition of the importance of maintaining the confidentiality of Oracle's Proprietary Information and reaffirm all of the obligations set forth in this agreement.
- 8. I agree that upon termination of my Oracle employment I will immediately deliver to Oracle, and will not keep in my possession, recreate or deliver to anyone else, all property and materials belonging to Oracle including without limitation documents, software, discs, diskettes, tapes, records, data, notes and correspondence and copies or reproductions thereof whether or not developed by me during the course of my employment with Oracle, hardware, computers, terminals, telephones, badges, business cards, handbooks, policy manuals, software manuals and telephone directories. Upon termination of my Oracle employment, I will immediately cease using and/or accessing any and all Oracle accounts, including but not limited to email, voicemail, and other computer and network systems or accounts.
- 9. I will not, for a period of six months after the termination of my Oracle employment, for my own account or for the account of any other person or entity, solicit, call on or provide competing services for any of Oracle's customers or clients or prospective customers or clients if I have solicited, called on or performed services for that Oracle customer or client or prospective customer or client during the twelve months preceding my termination from Oracle.
- 10. I understand and acknowledge that my employment relationship with Oracle may be altered or terminated "at will" and that nothing in this agreement alters my "at will" status.
- I understand and acknowledge that this agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of Oracle, its successors and its assigns.
- 12. I agree that any legal action or proceeding involving Oracle which is in any way connected with this agreement may be instituted in federal court in San Francisco, California or state court in San Mateo County, California. I agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.
- 13. If any provision of this agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected.
- 14. I will not enter into any agreement, written or oral, that conflicts with the provisions of this agreement. I acknowledge that this agreement survives my employment by Oracle.

I acknowledge that I have read and that I understand the terms of this agreement.	I understand that by signing this document, I agree
to be bound by all the terms conditions and obligations set forth above.	

to be bound by		
Signature:		
Name:	12 Date:	05/02

forth in the offer letter. Oral or written representations contradicting or supplementing the terms of the offer letter are not valid.

#### At-Will Employment

Employment at Oracle is at-will. The company makes no express or implied commitment that your employment will have a minimum or fixed term, that Oracle may take adverse employment action only for cause or that your employment is terminable only for cause. Either you or Oracle may terminate the employment relationship at any time for any reason. Additionally, Oracle may take any other employment action at any time for any reason. No one at Oracle may make, unless specifically authorized in writing by Oracle's Board of Directors, any promise, express or implied, that employment is for any fixed term or that cause is required for the termination of or change in the employment relationship.

#### Equal Employment Opportunity and Escalation Process

Oracle believes that all employees should be treated fairly and equitably in conformance with its Equal Employment Opportunity policies. We take personnel action without regard to race, color, national origin, sex, marital status, age, religion, disability or sexual orientation. Our commitment to these policies applies to every phase of the employment relationship, and we make every effort to comply with these policies. If, however, you feel you have not been treated fairly in some way in your Oracle employment, you agree, before taking any other action, to make a written complaint to a Director of the Human Resources Department and to allow individuals within the Department a reasonable period of time in which to investigate and informally attempt to resolve your issues.

#### Mutual Agreement to Arbitrate

You and Oracle understand and agree that any existing or future dispute or claim arising out of or related to your Oracle employment, or the termination of that employment, will be resolved by final and binding arbitration and that no other forum for dispute resolution will be available to either party, except as to those claims identified below. The decision of the arbitrator shall be final and binding on both you and Oracle and it shall be enforceable by any court having proper jurisdiction.

The arbitration proceedings shall be conducted pursuant to the Federal Arbitration Act, and in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association or the Employment Arbitration Rules and Procedures adopted by Judicial Arbitration & Mediation Services ("JAMS"). The arbitrator will have all the powers a judge would have in dealing with any question or dispute that may arise before, during and after the arbitration.

#### Claims Not Covered

Claims for benefits under the workers' compensation, unemployment insurance and state disability insurance laws are not covered by this Arbitration Agreement. Additionally, claims by you or by Oracle for temporary restraining orders or preliminary injunctions ("temporary equitable relief") in cases in which such temporary equitable relief would be otherwise authorized by law are not covered by this Arbitration Agreement. In such cases where temporary equitable relief is sought, the trial on the merits of the action will occur in front of, and will be decided by, the arbitrator, who will have the same ability to order legal or equitable remedies as could a court of general jurisdiction.

#### <u>Costs</u>

Oracle agrees to bear the costs of the arbitrator's fee and all other costs related to the arbitration, assuming such costs are not expenses that you would be required to bear if you were bringing the action in a court of law. You and Oracle shall each bear your own attorneys' fees incurred in connection with the arbitration, and the arbitrator will not have authority to award attorneys' fees unless a statute at issue in the dispute or other appropriate law

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