
From: Shauna Holman Harries
To: Luong, Hoan - OFCCP
CC: Neil Bourque; Charles Nyakundi; Lida Daniel; Kela Moon; Sean Smith
Sent: 10/29/2015 9:27:46 PM
Subject: HQCA 22 o 29
Attachments: HQCA - Personnel File 21 [REDACTED].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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File Edit View Folder Tools Window Help

People

Name

Last

First

Title

Prefix

Suffix

Middle

Gender Action

Person Type for Action

Person Types

Identification Social Security

Personal Employment Office Details Applicant Further Name Other Benefits

Birth Date Age

Town of Birth Status

Region of Birth Nationality

Country of Birth Registered Disabled

Effective Dates

From To Latest Start Date [No]

Address Assignment Special Info Others...

Oracle Applications - GSIAP

File Edit View Folder Tools Window Help

People

Name

Last

First

Title

Prefix

Suffix

Middle

Gender Female Action

Person Type for Action

Person Types

Employee

Identification

Employee

Social Security

Personal Employment Office Details Applicant Further Name Other Benefits

Ethnic Origin Asian I-9 Status

Ethnicity Disclosed

VETS100

Child Support Obligation I-9 Expiration

Opted for Medicare New Hire Include in New Hire Rep

Exception Reason

Vets 100A

Effective Dates

From To Latest Start Date [No]

Address Assignment Special Info Others...



Oracle Applications - GSIAP

File Edit View Folder Tools Window Help

People

Previous Employment Information

Previous Employer

Employer	<input type="text"/>	Start Date	<input type="text"/>
Address	<input type="text"/>	End Date	<input type="text"/>
Country	<input type="text"/>	Years	<input type="text"/>
Type	Unknown	Months	<input type="text"/>
Sub Type	<input type="text"/>	Days	<input type="text"/>
Description	<input type="text"/>	Further Information	<input type="text"/>

All Assignments []

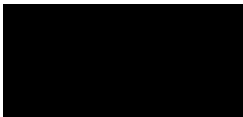
Previous Job

Start Date	End Date	Job	Employee Category	Years	Months
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Extra Information

Assignment - Previous Job Mappings

Assignment	Job	Start Date	End Date	Years	Months
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>



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File Edit View Folder Tools Window Help

People

Schools and Colleges Attended

Full Time

School or College	Start Date	End Date		[]
			<input type="checkbox"/>	▲
			<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	▼



Oracle Applications - GSIAP

File Edit View Folder Tools Window Help

People

Assignment

Organization	AT65 - Sun IDW ORCL USA	Group	Oracle.No.Standard.
Job	10020.Software Development Manager.PRO	Position	
Grade		Payroll	Semi-Monthly
Location	US-CA-Redwood City-200 Oracle Parkway	Status	Active Assignment
Assignment Number		Vacancy	
Assignment Category	Full Time - Regular	Collective Agreement	
		Employee Category	

Salary Information Supervisor Probation & Notice Period Standard Conditions Statutory Information

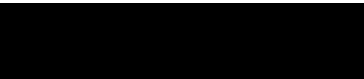
Salary Basis Annual

Review Salary	Every	Review Performance	Every
---------------	-------	--------------------	-------

Effective Dates

From To [Sc]

Salary Entries Others...



Oracle Applications - GSIAP

File Edit View Folder Tools Window Help

Assignment

Organization	AT65 - Sun IDM - ORCL USA	Group	Oracle.No.Standard
Job	10020 Software Development Manager PRO	Position	
Grade		Payroll	Semi-Monthly
Location	US-CA-Redwood City-200 Oracle Parkway	Status	Active Assignment
		Vacancy	
Assignment Number		Collective Agreement	
Assignment Category	Full Time - Regular	Employee Category	

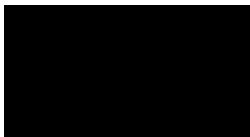
Salary Information: Supervisor Probation & Notice Period Standard Conditions Statutory Information

Name	
Worker Number	
Assignment Number	

Effective Dates

From [Redacted] To [Redacted] [Sc]

Salary Entries Others...



Oracle Applications - GSIAP

File Edit View Folder Tools Window Help

People

Salary Administration

Previous Proposal

Date [REDACTED]
 Currency USD
 Bases/Year 1
 Conversion Rate 1.00

Salary Proposal

Change Date [REDACTED]
 Change Value [REDACTED]
 Change % 2.896
 Reason Annual Salary Review
 Ranking

Salary Basis Annual
 Last Value [REDACTED]
 Annual Salary [REDACTED]
 Converted Salary [REDACTED]

Currency USD
 New Value [REDACTED]
 Annual Salary [REDACTED]
 Approved
 Next Review
 Performance Review

Grade Salary Limits

Grade [REDACTED]
 Currency USD
 Min Salary [REDACTED]
 Max Salary [REDACTED]
 Comparatio 69.219

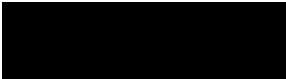
Salary Information

Salary Basis Annual
 Pay Basis Annual Salary
 Bases/Year 1

Proposal Components

Reason	Change Value	Change %	Approved
[REDACTED]			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

Performance



Oracle Applications - GSIAP

File Edit View Folder Tools Window Help

People

Performance

Interview

Type **Performance Appraisal**

Location

Date **01-SEP-2015**

Rating **5 - Outstanding**

Next Date []

Salary History

Oracle Applications - GSIAP

File Edit View Folder Tools Window Help

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Change Date	Review Date	Reason	Approved	Currency	Prestab	Change %	Actual	Rating	Ranking	Grade	Mid	Maximum	Comparatio	Minimum	Hourly	Payroll	Monthly	Annual
		Annual Salary Re		USD		2.996								70.22				
		Annual Salary Re		USD		2.473								70.874				
		Annual Salary Re		USD		5.204								71.728				
		New Hire		USD										70.225				

Employment History

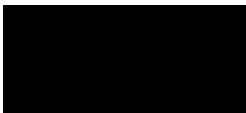
Oracle Applications - GSIAP

File Edit View Folder Tools Window Help

ORACLE

Track History of Assignments

From Date	To Date	Assignm Contract	Employment Categ	Grade	Internal Job	Last Updated By	Last Update Date	Location	Manager	Normal	Norm	Norm	Organization	Payroll	People Group	Position	Phi
09-DEC-2013	06-AUG-2014		Full Time - Regular		10020 Software Development Manager PRODEV.SVIENG.M2	HR_PROCESS_US	03MAY-2015 15:0	US-CA-Railwood C					AT65 - Sun IDM - C	Semi-Monthly	Oracle No Standan	Yes	
06-AUG-2013	09-DEC-2013		Full Time - Regular		10020 Software Development Manager PRODEV.SVIENG.M2	HR_PROCESS_US	03MAY-2015 15:0	US-CA-Railwood C					AT65 - Sun IDM - C	Semi-Monthly	Oracle No Standan	Yes	
06-JUL-2013	07-AUG-2013		Full Time - Regular		10020 Software Development Manager PRODEV.SVIENG.M2	HR_PROCESS_US	03MAY-2015 15:0	US-CA-Railwood C					AT65 - Sun IDM - C	Semi-Monthly	Oracle No Standan	Yes	
06-MAY-2013	07-JUL-2013		Full Time - Regular		10020 Software Development Manager PRODEV.SVIENG.M2	HR_PROCESS_US	03MAY-2015 15:0	US-CA-Railwood C					AT65 - Sun IDM - C	Semi-Monthly	Oracle No Standan	Yes	



Oracle HR History of Assignments

Norm	Norm	Organization	Payroll	People Group	Position	Primary	Probation	Probati	Probati	Reason	Recruiter	Recru	Salary Basis	Spec	Status	Statutory Informatic	Supervisor	Title	Vacancy	Working Hours	Frie	Effective	
40	AT65 - Sun IDM - C	(Semi-Monthly)	Oracle No Standar		Yes					Merger and Acquisition			Annual		Active Assignment	Payroll Oracle Am				Week			
40	AT65 - Sun IDM - C	(Semi-Monthly)	Oracle No Standar		Yes					Merger and Acquisition			Annual		Active Assignment	Payroll Oracle Am				Week			
40	AT65 - Sun IDM - C	(Semi-Monthly)	Oracle No Standar		Yes					Merger and Acquisition			Annual		FLMA Unpaid BE	Payroll Oracle Am				Week			
40	AT65 - Sun IDM - C	(Semi-Monthly)	Oracle No Standar		Yes					Merger and Acquisition			Annual		Active Assignment	Payroll Oracle Am				Week			

Oracle HR History of Assignments

From Date	To Date	Assignm	Contract	Employment Categ	Grade	Internal	Job	Last Updated By	Last Update Date	Location	Manager	Normal	Norm	Norm	Organization	Payroll	People Group	Position	Pri
06-DEC-2012	31-DEC-2012			Full Time - Regular			10020 Software Development Manager PRODEV SWENG M2	HR_PROCESS_US	03-MAY-2015 15:0	US-EI Segundo-N			40		AT65 - Sun IDM - C	(Semi-Monthly)	Oracle No Standar		Yes
06-AUG-2012	02-OCT-2012			Full Time - Regular			10020 Software Development Manager PRODEV SWENG M2	HR_PROCESS_US	03-MAY-2015 15:0	US-EI Segundo-N			40		AT65 - Sun IDM - C	(Semi-Monthly)	Oracle No Standar		Yes
30-JUL-2012	05-AUG-2012			Full Time - Regular			10020 Software Development Manager PRODEV SWENG M2	HR_PROCESS_US	03-MAY-2015 15:0	US-EI Segundo-N			40		AT65 - Sun IDM - C	(Semi-Monthly)	Oracle No Standar		Yes
14-APR-2012	29-JUL-2012			Full Time - Regular			10020 Software Development Manager PRODEV SWENG M2	HR_PROCESS_US	03-MAY-2015 15:0	US-EI Segundo-N			40		AT65 - Sun IDM - C	(Semi-Monthly)	Oracle No Standar		Yes
29-MAR-2012	13-APR-2012			Full Time - Regular			10020 Software Development Manager PRODEV SWENG M2	HR_PROCESS_US	03-MAY-2015 15:0	US-EI Segundo-N			40		AT65 - Sun IDM - C	(Semi-Monthly)	Oracle No Standar		Yes

Oracle HR History of Assignments

Norm	Norm	Organization	Payroll	People Group	Position	Primary	Probation	Probati	Probati	Reason	Recruiter	Recru	Salary Basis	Spec	Status	Statutory Informatic	Supervisor	Title	Vacancy	Working Hours	Frie	Effective	
40	AT65 - Sun IDM - C	(Semi-Monthly)	Oracle No Standar		Yes					Merger and Acquisition			Annual		Active Assignment	Payroll Oracle Am				Week			
40	AT65 - Sun IDM - C	(Semi-Monthly)	Oracle No Standar		Yes					Merger and Acquisition			Annual		STD Paid BE	Payroll Oracle Am				Week			
40	AT65 - Sun IDM - C	(Semi-Monthly)	Oracle No Standar		Yes					Merger and Acquisition			Annual		STD WAITING PEF	Payroll Oracle Am				Week			
40	AT65 - Sun IDM - C	(Semi-Monthly)	Oracle No Standar		Yes					Merger and Acquisition			Annual		Active Assignment	Payroll Oracle Am				Week			
40	AT65 - Sun IDM - C	(Semi-Monthly)	Oracle No Standar		Yes					Merger and Acquisition			Annual		Active Assignment	Payroll Oracle Am				Week			

Oracle HR History of Assignments

From Date	To Date	Assignm	Contract	Employment Categ	Grade	Internal	Job	Last Updated By	Last Update Date	Location	Manager	Normal	Norm	Norm	Organization	Payroll	People Group	Position	Pri
07-JAN-2012	30-MAR-2012			Full Time - Regular			10020 Software Development Manager PRODEV SWENG M2	HR_PROCESS_US	03-MAY-2015 15:0	US-EI Segundo-N			40		AT65 - Sun IDM - C	(Semi-Monthly)	Oracle No Standar		Yes
31-MAY-2011	31-DEC-2011			Full Time - Regular			10020 Software Development Manager PRODEV SWENG M2	HR_PROCESS_US	03-MAY-2015 15:0	US-EI Segundo-N			40		AT65 - Sun IDM - C	(Semi-Monthly)	Oracle No Standar		Yes
17-JAN-2011	30-MAY-2011			Full Time - Regular			10020 Software Development Manager PRODEV SWENG M2	HR_PROCESS_US	03-MAY-2015 15:0	US-EI Segundo-N			40		AT65 - Sun IDM - C	(Semi-Monthly)	Oracle No Standar		Yes
30-NOV-2010	16-JAN-2011			Full Time - Regular			10020 Software Development Manager PRODEV SWENG M2	HR_PROCESS_US	03-MAY-2015 15:0	US-EI Segundo-N			40		AT65 - Sun IDM - C	(Semi-Monthly)	Oracle No Standar		Yes
15-FEB-2010	29-NOV-2010			Full Time - Regular			10020 Software Development Manager PRODEV SWENG M2	HR_PROCESS_US	03-MAY-2015 15:0	US-EI Segundo-N			40		AT65 - Sun IDM - C	(Semi-Monthly)	Oracle No Standar		Yes

Oracle HR History of Assignments

Norm	Norm	Organization	Payroll	People Group	Position	Primary	Probation	Probati	Probati	Reason	Recruiter	Recru	Salary Basis	Spec	Status	Statutory Informatic	Supervisor	Title	Vacancy	Working Hours	Frie	Effective	
40	AT65 - Sun IDM - C	(Semi-Monthly)	Oracle No Standar		Yes					Merger and Acquisition			Annual		Active Assignment	Payroll Oracle Am				Week			
40	AT65 - Sun IDM - C	(Semi-Monthly)	Oracle No Standar		Yes					Merger and Acquisition			Annual		Active Assignment	Payroll Oracle Am				Week			
40	AT65 - Sun IDM - C	(Semi-Monthly)	Oracle No Standar		Yes					Merger and Acquisition			Annual		Active Assignment	Payroll Oracle Am				Week			
40	AT65 - Sun IDM - C	(Semi-Monthly)	Oracle No Standar		Yes					Merger and Acquisition			Annual		Active Assignment	Payroll Oracle Am				Week			
40	AT65 - Sun IDM - C	(Semi-Monthly)	Oracle No Standar		Yes					Merger and Acquisition			Annual		Active Assignment	Payroll Oracle Am				Week			

Employee: [REDACTED]

July 9, 2012

As an Oracle manager, you are required to complete the Preventing Workplace Harassment – US Managers Edition course every two years. You were required to have completed this course by May 31, 2012. Despite numerous reminders leading up to the deadline and subsequent to it, you have failed to complete this required course.

Based upon this incident, we are taking the following remedial action:

- A written warning
- You must complete the course immediately, and no later than **August 8, 2012**.

Your completion of this required manager training is an essential function of your job as an Oracle manager. Your failure to timely complete the course, despite numerous reminders, reflects poorly on your judgment as a manager. Oracle takes its obligation to train managers and employees seriously and expects you to too. Any further occurrences of similar behavior may result in further corrective action, up to and including termination of your Oracle employment.

This written warning expires on **July 9, 2015**.

For information on how to access and complete the course, go to the Preventing Workplace Harassment – US Managers Edition training page: [REDACTED]

Manager: Donley, Clayton

cc: Employee File

cc: HR Manager

ORACLE

[REDACTED]
[REDACTED]
[REDACTED]

Dear [REDACTED]

As you are aware, Oracle Corporation has acquired [REDACTED]. As a result of this transaction, we are pleased to offer you a position with Oracle America, Inc. ("Oracle").

Your position with Oracle will be effective upon a date to be determined by Oracle (currently anticipated to be [REDACTED]) and will be contingent upon the successful completion of Oracle's background check process as well as your continued employment by [REDACTED] until your employment commences with Oracle.

We are pleased to offer you the position of Project Manager with Oracle.

We are offering you starting compensation at the annual rate of [REDACTED]. In addition, you will be eligible to participate in the standard compensation plan for your position.

To accept this offer, please sign the enclosed Employment Agreement and Mutual Agreement to Arbitrate, Proprietary Information Agreement, Data Privacy Agreement, and any remaining new hire documents and return all documents to Oracle, ATTN: [REDACTED] 1001 Sunset Boulevard, Rocklin, CA 95765 for delivery by [REDACTED]. If you have any questions, please contact your current [REDACTED] manager, [REDACTED] HR, or your Oracle hiring manager. This offer remains open until [REDACTED].

We look forward to having you begin work with us.

Sincerely,



Joyce Westerdahl
SVP, Human Resources
Oracle USA, Inc.

Enclosure: New Employee Packet

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.

Oracle is a government contractor, and, as such, certain federal, state, and local laws may place prohibitions or other restrictions on the ability of former government workers, and/or relatives of current or former government workers, to be employed by or to perform certain work on behalf of Oracle. By signing below, you are affirming that your employment with Oracle, and any work you perform while employed by Oracle, will not conflict with any such prohibitions or restrictions.

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 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.

Costs

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 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 ARBITRATION 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:

Print Name

Signature

Date

PROPRIETARY INFORMATION AGREEMENT

Oracle Corporation, its subsidiaries (including but not limited to Oracle America, Inc.) and its affiliates (collectively "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, proprietary, and trade secret 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 employment with an Oracle entity (your "Employer"), you may develop, receive or otherwise have access to confidential, proprietary or trade secret information which is of value to Oracle. This agreement sets forth your responsibilities and obligations concerning confidential, proprietary and trade secret information, and Developments (as defined below).

As a condition of my employment with my Employer, and in consideration therefore, I agree to abide by the following:

1. My employment creates a relationship of confidence and trust 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:
 - a. 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;
 - b. Oracle's marketing and sales plans or forecasts, product development plans, acquisition 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 Oracle 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 (for example, information Oracle receives from a third party customer, partner or potential acquisition target).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 my Employer, 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 my Employer or otherwise as directed by Oracle. I will not use Proprietary Information except in the course of performing my duties for my Employer.
2. I hereby represent that my performance as an employee of my Employer 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 for my Employer any proprietary information of a former employer or other entity or person without written authorization from my former employer, the other entity or person.
3. I will promptly disclose to my Employer or its designee, will hold in trust for the sole right and benefit of my Employer or its designee, and hereby assign to my Employer or its designee all 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 my Employer or its designee and are considered "works made for hire" for the purposes of my Employer's rights under copyright laws. To the extent that any Development may not be considered a "work made for hire", I hereby assign to my Employer or its designee 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 employment or after: (a) to assign all right, title and interest in any Development to my Employer or its designee and (b) to assist my Employer or its designee 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:

- (a) 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 my Employer or its designee 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 its exercise or exploitation of any such assigned Development(s) (including any modifications, improvements and derivatives thereof).
 5. I will not during my employment with my Employer 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 employment with my Employer and for a period of six months after the termination of my 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.
 7. I will upon termination of my employment with my Employer 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 employment with my Employer, I will immediately deliver to my Employer or its designee, 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 my Employer, hardware, computers, terminals, telephones, badges, business cards, handbooks, policy manuals, software manuals and telephone directories. Upon termination of my 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. Where my conduct would constitute a misappropriation of trade secrets, unfair competition, other civil wrong, and/or if I live or work in a state or jurisdiction where such conduct can be lawfully prohibited by an employer, I agree that I will not, for a period of six months after the termination of my employment with my Employer, for my own account or for the account of any other person or entity, solicit, call on or provide services similar to those which I provided to customers or clients of Oracle during my employment, for any of Oracle's customers or clients or prospective customers or clients if I solicited, called on or performed services for that Oracle customer or client or prospective customer or client during the twelve months preceding my termination.
 10. I understand and acknowledge that my employment relationship with my Employer may be altered or terminated "at will" and that nothing in this agreement alters my "at will" status.
 11. 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 my Employer, its successors and its assigns. My Employer may assign or transfer its rights or delegate its obligations created through this agreement at its sole discretion.
 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 or San Jose, California or state court in San Mateo County or Santa Clara 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.

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.

Signature: _____

Name: _____

Date: _____

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 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://my.oracle.com/portal/page/myo/global/Global%20HR>.

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 policies 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://my.oracle.com/portal/page/myo/1ACCFB74DFA6E190E040018AEAA34928>.

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: _____

Name: _____ Date: _____