



Oracle's

Binding Corporate
Rules for Processors and
New Data Processing Agreement
for Services

Oracle's Binding Corporate Rules for Processors

Adding more privacy controls for EU/EEA customer personal information

First, in our continued efforts to help our customers address their privacy and security requirements under the [EU General Data Protection Regulation \(GDPR\)](#), Oracle has obtained EU/EEA-wide authorization from the European data protection authorities for its [Binding Corporate Rules for Processors \(BCR-p\)](#).

Oracle is now making its BCR-p available to all Cloud, Consulting, Advanced Customer Support, and Global Customer Support customers where we handle EU/EEA personal information on behalf of those customers.

Oracle's New DPA for Services

Simplifying the contracting process for all customers globally

Second, we have redesigned the [Data Processing Agreement for Oracle Services \(DPA\)](#) to make it apply to more services than before and to be even more customer-friendly, while maintaining and strengthening the privacy and security controls for customers around the globe.

The new DPA applies not only to the Oracle Cloud, but to Consulting, Advanced Customer Support, and Global Customer Support services as well. It is referenced in our customer master services agreements, and describes in a more focused manner how we handle EU customer personal information in line with GDPR requirements for processor agreements if Oracle processes EU/EEA personal information on behalf of our customers.

Four key benefits of Binding Corporate Rules for Processors

1. Oracle's BCR-p were reviewed and approved by the **EU data protection authorities (DPAs)**. Customers can take comfort in knowing that the DPAs have confirmed that the BCR-p meet the GDPR data processor standards for protecting personal information.
2. Oracle's BCR-p integrate with our global, comprehensive **data protection program**. They apply directly to the entire Oracle group of companies, including all operational, support, delivery, development and other Oracle service delivery functions and operations.
3. Oracle's BCR-p provide an **additional layer of GDPR accountability** because of the enhanced audit, training, reporting, privacy governance and complaint handling safeguards and controls they offer.
4. Oracle's BCR-p are **readily available**. Without the need for additional contractual safeguards to address GDPR cross-border data transfer restrictions, this results in more convenience and data protection for customers.

What changes can I expect to see?

Oracle's BCR-p (also called the 'Oracle Processor Code') has been integrated into a **new European DPA Addendum**, which was added to the new DPA. The European DPA Addendum bundles all GDPR-specific information requirements for data processing agreements, while the DPA describes the general processing terms for all customer personal information globally.

We have created this mapping table to make it easy for you to review these updates to our DPA and to track how we have mapped these to the GDPR requirements for data processing agreements.

	GDPR DPA INFORMATION REQUIREMENT	ORACLE DPA
KEY CHANGE	Data Transfers Establish an appropriate basis for transfers to third countries <i>(Art. 28.3.a and Art. 46/47)</i>	Section 1 of the European DPA Addendum incorporates Oracle's BCR-p. Oracle's BCR-p provide an adequate level of protection for all transfers of customer personal information globally within the Oracle group of companies. The key benefits of the BCR-p are highlighted above in this document, and mark Oracle's strong commitment to data protection and addressing GDPR compliance.

What changes can I expect to see?

Scope

Document the subject matter and duration of the processing operations
(Art. 28.3 GDPR)

Section 1 describes how our DPA applies throughout the entire services term of your order to any personal information you provide to us for the Oracle services you have ordered.¹

The **Introduction Section of the European DPA Addendum** further clarifies how it supplements the DPA to include additional terms applicable to EU/EEA personal information.

Description of processing

Document the categories of personal data and data subjects handled by your service provider
(Art. 28.3)

Section 4 of the European DPA Addendum bundles all descriptions of categories of data and data subjects into a single 'description of processing activities', including a new section that speaks to the 'duration of processing activities'.

Purpose limitation

Document the nature and purpose of the processing operations
(Art. 28.3)

Sections 2.2 and Section 2.2 of the European DPA Addendum describe how we handle your data to provide you with the Oracle services you have ordered.

¹ Exceptions may apply for selected service offerings for which specific privacy terms are specified in your agreement.

What changes can I expect to see?

Data controller rights and obligations

Describe the rights and obligations of the data controller (Art. 28.3, 28.3.f and 35-36)

Section 2.1 and Section 5 of the European DPA Addendum provide detail about how you remain in control of your data, whether it is to have your data returned to you or deleted following termination of the services, to audit what we are doing with your data, to be notified about personal information breaches, or to assist you with your DPIAs.

Customer instructions

Ensure that your services vendor only acts on your written instructions (Art. 28.3.a and 29)

Section 2 and Section 3 of the European DPA Addendum describe how we handle your data only per your instructions as reflected in our DPA, security policies and any additional instructions within the scope of services.

Confidentiality

Ensure that your service provider handles your data in a confidential manner (Art. 28.3.b)

Section 6.2 describes how staff that may have access to your data are subject to a duty of confidentiality.

Security

Ensure that your service provider has a good security posture (Art. 32) and can also assist you with meeting your own security-related GDPR obligations (Art. 28.e and 32)

In addition to the security commitments described in **Section 6.1** of our DPA, we make available for your review our service delivery and security documentation, such as the [Hosting and Delivery Policies](#) for Cloud, the [Consulting / ACS Security Practices](#), or the [Global Technical Support Security Practices](#). These documents provide further detail on the security controls applicable to or available for your Oracle services.

What changes can I expect to see?

Subprocessors and Oracle Affiliates

See to it that your service provider only engages subprocessors by providing you with prior notice and by giving you the opportunity to object
(Art. 28.3.d, 28.2 and 28.4)

Section 4 of the DPA and Section 4 of the European DPA Addendum describe our use of both Oracle affiliates and external service providers for some of our service offerings and your ability to sign up for prior notice of new affiliates and external providers as well as raise concerns you might have. These Sections also describes our responsibilities for our affiliates and service providers and the downstream privacy and security terms we have in place with them.

Assistance with data subject rights and privacy inquiries

Ensure that your service provider can assist you with subject access and other data subject requests under GDPR, including by technical and organizational controls
(Art. 28.e)

Section 3 and Section 3.1 of the European DPA Addendum describe the self-service functionality and tools you have access to (or the assistance provided by Oracle) in order to enable you to respond to requests and privacy inquiries from individuals (such as a request to access, correct, delete, export or block end-user data records that are stored in your Oracle services environment).

Incident management and breach notification

Ensure that your service provider has a personal data breach notification program and can also assist you with meeting your own personal data breach notification duties to regulators and individuals
(Art. 28.3f and 33 – 34)

Section 8 informs you about the controls we have implemented to help detect and respond to security incidents involving your personal information handled by Oracle. This section also informs you about the notice procedures to the extent an incident qualifies as a Personal Information Breach.

What changes can I expect to see?

Data retention and deletion

Have your service provider delete or return your data at the end of the provision of the Oracle services
(*Art. 28.3.g*)

Section 9 describes how we will return (including by providing available data retrieval functionality) or delete your personal information upon termination of your Oracle services.

Audit rights and information requests

Assist you with audits and inspections and provide you with any information necessary to demonstrate compliance with GDPR, including records of processing
(*Art. 28.3.g, 30.2 and 31*)

Section 6 and Section 5 of the European DPA Addendum describe the process for auditing our compliance with the DPA and engaging our assistance for other compliance needs such as providing you with independent third-party audit reports that may be available for the services you have ordered, such as SOC 1 Type 2, SOC 2 Type 2, ISO 27001 or PCI DSS.

Data Protection Officer

Designation of a Data Protection Officer
(*Art. 37.1*)

Section 6 of the European DPA Addendum provides contact information for Oracle's designated Data Protection Officer.

Where can I access Oracle's Binding Corporate Rules and the new DPA?

We are making Oracle's Binding Corporate Rules for Processors and the new Data Processing Agreement for Oracle Services readily available through the [Services Contracts portal](#).

What else is Oracle doing to address GDPR?

For more information on our GDPR initiatives, please feel free to visit our GDPR resource pages:



[GDPR for Oracle Applications](#)



[Oracle GDPR Security Resources Center](#)



[GDPR and Oracle Marketing Cloud](#)



[GDPR Resource Center \(Doc ID 111.2\) in MOS](#)

If you have any further questions about Oracle's Binding Corporate Rules for Processors or the new DPA or if you are interested in hearing more about any of our service, product or security offerings, we invite you to reach out to your **Oracle Sales contact**.

Disclaimer

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Oracle Corporation

WORLDWIDE HEADQUARTERS

500 Oracle Parkway
Redwood Shores
CA 94065
USA

WORLDWIDE INQUIRIES

Phone: +1.650.506.7000

+1.800.ORACLE1

Fax: +1.650.506.7200

oracle.com

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