



AON HUMAN CAPITAL SOLUTIONS SERVICES AGREEMENT

The Rewards and Performance Solutions practice at Aon (which delivers products and services under the Aon, McLagan, Radford, Gauge and Client Insight names) provide a broad range of compensation and rewards and performance benchmarking, analytics, survey and consulting services.

This Human Capital Solutions Services Agreement (this "**Agreement**"), effective as of the date electronically approved or signed, is made and entered into by and between the San Jose Federated City Employees' Retirement System ("**Client**") and McLagan Partners, Inc. and its affiliates ("**Aon**" and, together with Client, the "**parties**").

Whereas, Client has selected Aon to provide certain of Aon Human Capital Solutions surveys, studies, products, and consulting services, and Aon is willing to provide such services upon the terms and conditions contained in this Agreement. The parties agree to the following terms and conditions:

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings set forth below:
 - a. "**Affiliates**" means an entity which is controlled by, controlling or under common control with Aon or Client respectively.
 - b. "**Approved User**" means any Client employee approved by Client to use or access the Services or Site.
 - c. "**Approved Consultant**" means any third-party individual or entity that obtains any Aon Confidential Information for the purpose of performing services for Client.
 - d. "**Client Data**" shall mean the information provided by Client necessary for Aon to perform the Services.
 - e. "**Confidential Information**" includes information of a business, compensation, personal or financial nature which one party discloses (the "**Disclosing Party**") to the other party (the "**Receiving Party**") and is designated as being confidential or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, as confidential to the Disclosing Party, including, but not limited to Client Data, Deliverables (including information contained in survey/benchmark reports), company memoranda, documents, diagrams, data, and/or software provided by the Disclosing Party. Confidential Information does not include information which: (i) is or becomes generally available or known to the public through no fault of the Receiving Party; or (ii) has already been or is hereafter independently acquired or developed by the Receiving Party without violating any confidentiality agreement with or other obligation to the Disclosing Party.
 - f. "**Deliverables**" means the results of the Services (including survey results, reports, processed data or other information or materials), written advice, letters and/or other advisory materials provided as part of the Services.
 - g. "**Services**" means the benchmarking surveys, studies, products, and consulting services to be performed by or on behalf of Aon as further described in a Statement of Work attached to, or entered into pursuant to, this Agreement.
 - h. "**Site**" will mean the website controlled by Aon through which certain Services may be accessible or Deliverables provided.
 - i. "**Statement of Work**" shall mean a supplement to this Agreement that particularly describes the Services to be furnished by Aon, the fees for such Services, and any additional terms and conditions pertaining thereto.

2. **Fees and Expenses.** The fees set forth in the applicable Statement of Work shall be payable within thirty (30) days of the invoice date. If no specific written fee applies, the fees will be calculated with reference to the time spent by Aon, using the hourly rates for each category of staff described in the Statement of Work. Aon will invoice Client monthly via email, and all payments will be made via electronic payment. Client shall pay all reasonable pre-approved travel expenses incurred by Aon's personnel in performing Services. Aon reserves the right to charge interest on undisputed invoices that are past due more than 60 days at a rate up to 1% per annum above Barclays Bank plc base lending rate from time to time calculated on a daily basis.



3. Client Responsibilities.

- a. Client agrees to submit on-time, complete, up-to-date and accurate Client Data in accordance with Aon's instructions as necessary for the Services. If the Client Data submission is late or incomplete, Deliverables may be suspended until the Client Data is received.
- b. A password will be assigned to each Approved User for access to the Site, if applicable. Client will provide Aon with a list of its individuals to be enabled as Approved Users. Aon will disable passwords for any current Approved User upon request. Client and Approved Users will not share passwords without the express written consent of Aon. Any unapproved use of or access to the Site, is prohibited, and will terminate any permission or license granted under this Agreement to use the Site, and the Services.
- c. If Client desires to use a data entry contractor solely to provide Client Data to Aon on behalf of Client, Client will enforce this Agreement with such contractor, and will require the contractor to destroy any Aon Confidential Information the contractor received when its services to Client are complete.
- d. If Client desires to provide Aon Confidential Information to an Approved Consultant, at Aon's discretion, the Approved Consultant must first enter into a non-disclosure agreement provided by Aon. Client agrees that Aon may share this Agreement and any applicable Statement of Work with the requested Approved Consultant. Aon reserves the right to deny or terminate access of an Approved Consultant at any time, and Client will cease providing Aon Confidential Information to such Approved Consultant upon notice.

4. Confidential Information and Personal Data.

- a. Each party will use reasonable efforts to cause its employees to minimize distribution and duplication and prevent unapproved disclosure of Confidential Information.
- b. Aon and its Affiliates may use Client Data to produce reports, analysis, or results for services and disclose them to: Aon employees, agents, subcontractors, counsel and auditors; Client; and other Aon customers, provided that such Client Data is aggregated and is not individually identifiable. Due to the continued use of data in active and archival surveys, Client Data will not be returned or destroyed and will be retained in accordance with Aon's corporate record retention schedules.
- c. Subject to Clause 3(d) and Clause 4(d), Client and its Approved Users may only disclose Aon Confidential Information to Affiliates for which Client Data has been submitted, Approved Consultants and the employees of such entities with a need to know such Aon Confidential Information. Client and its Approved Users will not disclose or make available Aon Confidential Information, including Aon Confidential Information contained in the Deliverables, to any other Client Affiliates, or to any other third party.
- d. Where Client or Approved Users disclose any Deliverables to its Affiliates, Client shall procure:
 - a. the Deliverables are disclosed in full and no disclaimers are removed from the Deliverables prior to disclosure;
 - b. that all such recipients accept such Deliverables: (i) on the basis Aon's aggregate liability, collectively, to those recipients and Client is no greater than our aggregate liability to Client as set out in this Agreement and (ii) subject to an obligation not to disclose such Information to third parties, other than as required by law or court order.
- e. Client agrees that Aon may disclose that Client and/or Affiliates are participants in an applicable survey. Survey participant lists may show general company information specific to Client/Affiliates, including some or all of the following: (i) company name; (ii) industry;
- f. (iii) headquarters location; (iv) revenue category; (v) actual revenue amount for public independent corporations; (vi) headcount category; (vii) company ownership (public/private); (viii) month Client Data was submitted; (ix) primary location and countries from which Client Data was submitted; and (x) primary sales channel.
- g. To the extent that any personal data is processed by the parties pursuant to this Agreement, each Party will observe all applicable requirements of data protection laws and the data protection terms set forth in Exhibit A to this Agreement shall apply.
- h. The parties agree that (i) Aon is not able to perform its obligations to Client under the Agreement unless Client provides personal data relevant to the services, (ii) that such personal data is necessary to the performance of the Services in support of Client's business purposes as that term is defined under applicable law, and (iii) such personal data is not provided to Aon



in exchange for any monetary or other valuable consideration from Aon to Client.

- i. Confidential Information may be disclosed pursuant to a subpoena or other valid legal or administrative process, provided that the receiving party shall notify the disclosing party of such required disclosure and the disclosing party has had a reasonable opportunity to quash, modify or otherwise contest, such process (at the disclosing party's expense).

5. Ownership and Licensing Rights. Aon will retain all right, title and interest in and to all intellectual property rights embodied in or associated with the Services and in any Deliverables posted or available through the Services, including copyrights, patents, and trademarks. If applicable, Aon hereby grants Client a paid-up, worldwide, non-transferable, and non-exclusive license to access and use the Site during the term of and only in accordance with this Agreement in order to provide Client Data and receive, use and copy the Deliverables. The Deliverables are copyrighted by Aon. Client is granted a perpetual, worldwide, paid-up, royalty-free, non-exclusive license to use and copy the Deliverables for Client's business purposes only. Client will not undertake, cause, permit or approve the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Services or Deliverables or any part thereof; and will not remove, obscure, make illegible or alter any notices or indications of the intellectual property rights that are affixed on, contained in or otherwise connected to any Services or Deliverables or other Aon materials.

6. Term. The term of this Agreement shall continue in perpetuity until either party provides 7 days prior written confirmation of termination. The term of each SOW will be set forth therein. If Client terminates this Agreement or an applicable SOW, all unpaid undisputed fees and expenses will become immediately due and payable and no refunds or credits are provided. Client will dispute any fees without undue delay and in good faith. In the event of termination, AON shall deliver to Client copies of all reports, documents, and other work performed by AON under this Agreement, and upon receipt thereof Client shall pay Aon for services performed and reimbursable expenses incurred to the date of termination. If AON's assistance is reasonably required past termination, such assistance shall be provided at the hourly rates specified in the Statement of Work which supplements this Agreement.

7. Liability and Indemnification.

- a. THE SERVICES ARE MADE AVAILABLE ON AN "AS-IS WHERE IS" BASIS WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. CLIENT ACKNOWLEDGES THAT THE SERVICES AND THE CONTENT DO NOT CONSTITUTE OR SUBSTITUTE FOR LEGAL ADVICE.
- b. AON'S TOTAL LIABILITY TO CLIENT AND ITS AFFILIATES RELATING TO THIS AGREEMENT AND SERVICES PERFORMED FOR CLIENT SHALL NOT EXCEED THREE TIMES THE FEES PAID FOR SUCH SERVICES UNDER THE APPLICABLE STATEMENT OF WORK. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, LOSS OF PROFITS, GOVERNMENT FINES, OR OTHER SIMILAR DAMAGES, EVEN IF SUCH LOSS WAS REASONABLY FORESEEABLE OR A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.
- c. AON WILL INDEMNIFY AND DEFEND CLIENT FROM ANY CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT THE SITE OR SERVICES INFRINGE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, UNLESS THE CLAIM IS BASED ON THE CLIENT'S ALTERATION OR MISUSE OF THE SITE OR SERVICES. Aon will endeavor to make the Site available to Client's Approved Users 24 hours per day, 7 days per week, except during periods of scheduled or emergency maintenance.
- d. Each party acknowledges that damages may be an inadequate measure of loss in the event of breach by the other party of this Agreement and accordingly in such event the non-breaching party shall be entitled to seek equitable remedies (including injunction or otherwise).

8. Insurance Requirements. AON agrees to have and maintain the policies set forth in Exhibit B, entitled "INSURANCE," which is attached hereto and incorporated herein by this reference. These requirements are subject to amendment or waiver if so approved in writing by BOARD. AON has provided the Secretary of the BOARD with a copy of certificates of insurance prior to execution of this Agreement and AON agrees that copies of all required policies, binders and endorsements must be made available for inspection before



payment can be made for services performed under this Agreement. Notwithstanding AON's insurance coverages, AON's total liability to client shall be limited as stated in Section 7.b, above.

9. Non-Discrimination.

AON shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

10. Environmentally Preferable Procurement Policy. AON agrees that, in the performance of this Agreement, AON shall perform its obligations under the agreement in conformance with City Council Policy 4-6, Environmentally Preferable Procurement Policy. A description for environmentally preferable procurement and the Policy can be found on the City's website at the following link:

<http://www.sanjoseca.gov/esd/natural-energy-resources/epp.htm>. Environmental procurement policies and activities related to the completion of work will include wherever practicable, but are not limited to:

- a. Use of recycled and/or recyclable products in daily operations (i.e. 30, 50, 100% PCW paper, chlorine process free; triclosan free hand cleaner, etc.)
- b. Use of Energy Star Compliant equipment.
- c. Vehicles and vehicle operations (i.e. Alternative Fuel, Hybrid, etc.)
- d. Internal waste reduction and reuse protocol(s).
- e. Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products, etc.

AON agrees that in the performance of this Agreement, AON shall adhere to the following provisions of City Council Policy 1-19:

- a. It is the policy of the City that City's funds should not be used for the purchase of single-serving bottled water.
- b. The following circumstances shall constitute exceptions to City Council Policy 1-19:
 1. Public safety emergencies, investigations and extended deployments or activation of the Office of Emergency Services.
 2. High risk of cross-contamination with non-potable water.
 3. Situations where there are no reasonable alternatives to bottled water, such as large public events and when large quantities of water may need to be distributed for health and safety reasons.
- c. AON acknowledges and agrees that an invoice seeking reimbursement from Client for the cost of single-serving bottled water under the exception referenced above in Subsection 2 (c) must be accompanied by a waiver form signed by an authorized signatory for the Client.

11. Conflicts of Interest. AON shall avoid all conflict of interest or appearance of conflict of interest in performance of this Agreement. AON represents and warrants that it is not now employed by or under contract with any of the employee organizations which currently represent City employees in the meet and confer process pursuant to the Meyers-Milias-Brown Act, California Government Code Section 3500 et seq. AON shall disclose to the Client any employment or Agreement to perform services for any such employee organization or to perform services for the City of San José. AON further represents and warrants that no employee of AON who is performing service pursuant to the this Agreement, shall have any source of income, including but not limited to, any community property interest in the income of a spouse or domestic partner, from the City of San José or any pension plan of the City of San José.

12. Gifts.

- a. AON is familiar with the City of San José's prohibition against the acceptance of any gift by Client's officer or City designated employee, which prohibition is found in Chapter 12.08 of the San José Municipal Code.
- b. AON agrees not to offer any Client trustee, officer or City designated employee any gift prohibited by said Chapter.
- c. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this Agreement by AON. In addition to any other remedies Client may have in law or equity, Client may



terminate this Agreement for such breach as provided in Section 6 of this Agreement.



13. Miscellaneous.

- a. This Agreement, the applicable Statements of Work, attachments and any fully executed amendments that may be agreed upon by AON and Client from time to time, constitute the entire agreement of the parties and supersede all previous oral or written negotiations and agreements relating to the subject matter of this Agreement. Each Statement of Work will be a separate agreement between Aon (or an Aon Affiliate) and Client (or a Client Affiliate). Only the entities that sign a Statement of Work shall be liable for their respective obligations under that Statement of Work. In the event any terms of any Statement of Work conflict with the terms contained in this Agreement, the terms in a Statement of Work shall prevail.
- b. This Agreement will be construed and enforced in accordance with the laws of California and the jurisdiction of the federal or state courts located in Santa Clara County, California to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- c. It is agreed that the parties' respective obligations that by their nature continue beyond the termination or expiration of this Agreement include, but are not limited to, those contained in Sections 4, 5, 7, and 8.
- d. Neither party will be liable for inadequate performance to the extent caused by a condition (for example: natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.
- e. If any part of this Agreement is found unenforceable, the remaining provisions will remain in full force.
- f. There are no third party beneficiaries to this Agreement.
- g. This Agreement will be binding on the parties and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, except either party may assign its rights and obligations to an Affiliate.
- h. Client agrees that Aon may provide Client with notices by email or regular mail.
- i. The delay or failure to assert a right or to insist upon compliance with any term of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition.
- j. Nothing in this Agreement shall be interpreted as placing the parties in an employment, partnership, joint venture or agency relationship and neither party shall have the right or authority to obligate or bind the other party on its behalf.
- k. Client may access content and resources, compensation tools and compensation news (the "Content") through the Site for business purposes of Client only. Aon shall have the right to alter or remove such Content from the Site from time to time in its sole discretion, and such Content is provided on an "as is" basis.

This Services Agreement is agreed to by:

For and on behalf of McLagan:

For and on behalf of Client:

Authorized Signature: 	Authorized Signature: 
Name: Michael Deeks	Name: Roberto L. Pena
Title: Partner	Title: Chief Executive Officer
Date: 3/23/2022	Date: April 7, 2022

LQQ00
1/28/2022



Exhibit A

Data Protection Schedule

This Data Protection Schedule ("**Schedule**") forms part of the Aon Human Capital Solutions Services Agreement ("**Agreement**") between Aon and Client and any applicable Statement of Work. To the extent that the provisions of this Schedule conflict with, or are inconsistent with, any provisions in the Agreement, the Schedule shall prevail.

1. **Definitions.** In this Schedule the following terms shall have the following meanings:
 - a. "**Agreement Personal Data**" means any personal data (including any sensitive or special categories of data) that is transmitted, stored or otherwise processed under or in connection with this Agreement;
 - b. "**Aon Group**" means the Aon group of entities worldwide, being Aon PLC, Aon's ultimate parent company, and all its subsidiaries, related/associated companies, Affiliates as well as joint ventures of such subsidiaries, related/associated companies and Affiliates;
 - c. "**DP Laws**" means any applicable data protection and privacy laws relating to the protection of individuals with regards to the processing of personal data including but not limited to (i) the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"); (ii) the GDPR as transposed into the national laws of the United Kingdom ("**UK GDPR**"); (iii) Directive 2002/58/EC ("**ePrivacy Directive**"); and (iv) any corresponding or equivalent national or state laws or regulations including any amendment, supplement, update, modification to or re-enactment of such laws;
 - d. "**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Agreement Personal Data;
 - e. "**Restricted Transfer**" means a transfer of the Agreement Personal Data between Client (or a Client Affiliate) and Aon (or Aon Affiliate(s)) which, in the absence of the SCCs, would be unlawful under DP Laws;
 - f. "**SCCs**" means (i) the standard contractual clauses set out in Commission Implementing Decision (EU)2021/914 for the transfer of personal data to third countries pursuant to GDPR, as updated, amended, replaced and superseded from time to time ("**EU SCCs**"); (ii) the standard contractual clauses for the transfer of personal data set out in European Commission Decision C(2004)5271 ("**Controller SCCs**"); or any corresponding or equivalent international data transfer agreement ("**IDTA**") adopted by the supervisory authority in the United Kingdom (together the "**UK SCCs**");
 - g. The terms "**controller**", "**data subject**", "**personal data**", "**processing**", "**processor**", "**sensitive personal data**", "**special categories of data**", "**supervisory authority**", and "**transfer**" shall have the same meanings ascribed to them under the DP Laws.
 - h. Capitalised terms not defined in Clause 1 shall have the meaning ascribed to them elsewhere in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect.
2. **Controller obligations**
 - a. The parties envisage that under this Schedule: each party is a separate controller of the Agreement Personal Data processed for the provision of the services applicable to the Agreement listed in Appendix 1 ("**Controller Services**").
 - b. If the parties or their Affiliates (as applicable) enter into a Statement of Work, under which Aon agrees to provide services to Client which: (i) are listed in Appendix 1 then the relevant services shall be deemed applicable for the purposes of Appendix 1 from the date of that Statement of Work; or (ii) are not covered by Appendix 1, then the parties or their Affiliates (as applicable) may agree in writing to update Appendix 1 to insert details of the relevant services.
 - c. Each party agrees for its own part that, to the extent that it processes Agreement Personal Data as a separate controller: (i) it will observe all applicable requirements of DP Laws and this Schedule in relation to its processing of Agreement Personal Data; and (ii) all Agreement Personal Data collected or sourced by it or on its behalf for processing in connection with the Agreement or which is otherwise provided or made available to the other party shall have been collected or otherwise obtained in compliance with DP Laws, and may be processed, disclosed and transferred as described in or in connection with the Agreement.
 - d. Aon and Aon Affiliates may process, transfer and disclose personal data as described in Aon's privacy notice in particular for (i) the delivery of the Controller Services; (ii) administration of engagement and general correspondence with Client; (iii) screening of individuals associated with Client against international sanctioned parties lists; and (iv) aggregation, de-identification and, where feasible, full anonymisation of personal data for benchmarking, market research and data analysis purposes associated with the development of Aon Group's products and services.
 - e. The parties will work together in good faith to ensure information prescribed by DP Laws is made available to relevant data subjects, including where necessary the Client's provision of such information to data subjects on Aon's behalf.
3. **Security and personal data breaches**
 - a. Each party shall implement appropriate technical and organisational security measures in relation to the processing of the Agreement Personal Data under or in connection with the Agreement, which shall ensure a level of security appropriate to the risk including, as appropriate, (i) pseudonymisation and encryption; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability and access to the Agreement Personal Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of those measures.
 - b. Aon shall maintain a global data governance framework which mandates strict technical and organisational security measures applicable to the processing of Agreement Personal Data including those relating to, without limitation, access control, data handling, malware protection, security

organisation, system configuration and hardening, personnel security, physical security, business continuity plans and disaster recovery and third party security.

- c. If either party becomes aware of a Personal Data Breach that requires notification to a supervisory authority, it shall notify the other party without undue delay, and each party shall co-operate with the other, to the extent reasonably requested, in relation to any notifications to supervisory authorities and/or to affected data subjects.

4. **Retention.** Aon shall retain the Agreement Personal Data pursuant to its corporate record retention schedules for the purposes of meeting Aon's legal and regulatory obligations, and enabling Aon to establish, exercise or defend legal claims.

5. Mutual assistance

- a. If either party receives any complaint, notice or communication from a supervisory authority which relates to the other party's: (i) processing of the Agreement Personal Data; or (ii) potential failure to comply with DP Laws in respect of the Agreement Personal Data, that party shall direct the supervisory authority to the other party.
- b. If a data subject makes a written request to a party to exercise any of their rights in relation to the Agreement Personal Data that concerns processing of the other party, that party shall direct the data subject to that other party.

6. **International Transfers.** The parties acknowledge that Agreement Personal Data may be transferred or otherwise processed or transferred outside the United Kingdom and the European Economic Area ("**International Transfers**") provided that such International Transfer is made in compliance with DP Laws, including, if applicable, by adoption of SCCs, or such other international transfer mechanism that effectively complies with DP Laws.

7. Restricted Transfers

- a. With respect to Restricted Transfers subject to the GDPR, the EU SCCs are hereby incorporated into this Agreement by reference and the following terms shall apply and the description of the transfer (Annex 1 of the EU SCCs) is as set out in Appendix 1 to this Schedule: For the purposes of Module 1 of the EU SCCs: Clause 7 and the optional language in clause 11(a) shall not apply, the supervisory authority for the purposes of clause 13(a) shall be determined by the place of establishment of the data exporter, the governing law and choice of forum and jurisdiction stipulated in the Agreement shall apply to the extent that it is the law and the courts of an EU member state otherwise it shall be those of the Republic of Ireland, and the technical and organizational security measures set out in Clauses 2.6 and 2.7 shall apply. The frequency of the transfer shall be continuous, as necessary to deliver the Controller Services, and retention shall be determined by the corporate record retention schedules and policies of the relevant party.
- b. With respect to Restricted Transfers subject to the UK GDPR, the UK SCCs are hereby incorporated into this Agreement by reference and the following terms shall apply and the description of the transfer is as set out in Appendix 1 to this Schedule for the purposes of Annex B of the Controller SCCs and/or any equivalent IDTA: For the purposes of the Controller SCCs: at clause 2(h) of the Controller SCCs, the parties select option (iii). The data subjects,

categories of personal data and the purposes of the transfer are as specified in Appendix 1 to this Schedule; the recipients are the recipients to whom it is necessary to disclose data to achieve the purposes; and the contact points for data protection enquiries are the usual business contacts for each party.

- c. For the avoidance of doubt (and without prejudice to third party rights for data subjects under the SCCs) the parties hereby submit to the limitations stipulated in the Agreement with respect to their respective liability towards one another under the SCCs.
- d. If at any time the supervisory authority in the United Kingdom approves the EU SCCs for use under the UK GDPR, the provisions of Clause 7(a) shall apply in place of Clause 7(b) in respect of Restricted Transfers subject to the UK GDPR, subject to any modifications to the EU SCCs required by the UK GDPR (and subject to the governing law of the EU SCCs being English law).

Appendix 1: Controller Services

Description of processing			
<p>Where applicable, for the purposes of Annex 1 to Module 1 of the EU SCCs, Annex B of the Controller SCCs, and/or any IDTA, the party disclosing the Agreement Personal Data is the data exporter(s) and the data importer(s) is the party receiving the Agreement Personal Data. The Agreement Personal Data is processed for the purposes of providing the Controller Services listed below and is processed for the duration of the Agreement. Processing operations may be set out more specifically in the Agreement and/or any applicable Statement of Work.</p>			
Solution Line	Service	Type of Personal Data	Categories of Data Subject
Human Capital Solutions	<p>Rewards solutions and performance consultancy & Analytics solutions: The rewards solutions and performance consultancy & analytics solutions practices provide benchmarking and trending analysis, advisory and consulting services across jobs, industries, markets and sectors on aspects including but not limited to:</p> <ul style="list-style-type: none"> • Industry focused compensation and company/performance metrics and insights • Designs for (executive /employee/sales/equity) compensation plans and equity valuations/reporting • Optimizing workforce (including sales force) productivity and performance • Corporate performance/ customer ratings • Managing people risk • Increasing workforce agility, diversity and resilience 	<ul style="list-style-type: none"> • Basic personal details • Business related activities • Basic employee HR details • Employee performance • Financial details • Education and professional experience • Employee (dietary) • Family, social and lifestyle circumstances • Data revealing race or ethnic origin, health related information and reporting and sexual orientation related details where relevant to the services 	Former, current and prospective employees of the Client, self-employed, contract personnel, secondees, temporary staff, agents, voluntary and casual workers, agent, or representative of, or any independent contractors working for the Client



EXHIBIT B
INSURANCE

AON, at AON's sole cost and expense, shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by AON, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 or equivalent; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 or equivalent covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles.
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors and Omissions insurance for all professional services.

There shall be no endorsement reducing the scope of coverage required above unless approved by the Chief Executive Officer of Client or authorized designee ("Risk Manager").

B. Minimum Limits of Insurance

AON shall maintain limits no less than:

1. Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; coverage shall be endorsed to state that carrier waives its right of subrogation against the City of San José, its officers, employees, agents and contractors; this limit may be met through a combination of employers liability and excess liability insurance; and
4. Professional Liability Errors and Omissions \$1,000,000 Aggregate Limit.



C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by Client's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

a. The City of San José, Client, together with their trustees, officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of AON; products and completed operations of AON; premises owned, leased or used by AON; and automobiles owned, leased, hired or borrowed by AON. The coverage shall contain no special limitations on the scope of protection afforded to City and Client, together with their trustees, its officers, employees, agents and contractors.

b. AON's insurance coverage shall be primary insurance as respects City and Client, and their trustees, officers, employees, agents and contractors. Any insurance or self-insurance maintained by City or Client, or their trustees, officers, employees, agents or contractors shall be excess of AON's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by AON shall not affect coverage provided City and Client, and their trustees, officers, employees, agents, or contractors.

d. Coverage shall state that AON's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage shall contain waiver of subrogation in favor of City and Client, and their trustees, officers, employees, agents and contractors.

2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the City and Client, and their trustees, officers, employees, agents and contractors.

3. All Coverages

Coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days prior written notice has been given to Client, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium by the AON.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to Risk Manager.

F. Verification of Coverage



AON shall furnish Client with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to:

Riskmgmt@sanjoseca.gov, or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

City of San José - Human Resources
Risk Management
200 East Santa Clara St., 4th Floor Tower Bldg.
San José, CA 95113-1905

G. Subcontractors

AON shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.



- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: _____
STAFF EMAIL: _____

SCANNED SIGNATURE AUTHORIZATION

DATE: 7/6/2022 TOTAL PAGES: _____
(INCLUDING THIS PAGE)

CONSULTANT NAME: Michael Deeks
EMAIL: Michael.deeks@aon.com
PHONE: 203-602-1269

XX I agree to use electronic signatures

SIGNATURE OF CONSULTANT: _____

DIRECTIONS:

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE **IN BLUE INK**
4. EMAIL THE ENTIRE DOCUMENT TO (CITY STAFF EMAIL ADDRESS):

To BE COMPLETED BY CITY STAFF:

ALTERNATIVE METHODS OF VERIFICATION:

- USE OF A PASSWORD PROTECTED WEBSITE
- CONFIRMED BY A KNOWN TELEPHONE NUMBER

PERSONALLY KNOWN TO CITY STAFF