



Inoapps Managed Services for Oracle Cloud ERP & HCM Modules Office of Rail and Road INO19985

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1 DOCUMENT CONTROL

1.1 KEY INFORMATION

Document Reference	INO19985
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1.2 DISTRIBUTION

Distribution		
1	██████████	Office of Rail and Road
2	██████████	Office of Rail and Road
3	Oracle Support Team	Inoapps

1.3 CONTACT DETAILS

The following contacts are directly allocated to managing the relationship with Office of Rail and Road. Your primary point of contact is ██████████, Senior Account Manager

Executive Sponsor	Commercial Contact
██████████ Commercial Head of UK/EMEA ██████████@inoapps.com ██████████	██████████ Senior Account Manager ██████████@inoapps.com ██████████

2 EXECUTIVE SUMMARY

Inoapps are pleased to present this proposal to Office of Rail and Road (ORR) for the provision of Managed Services to support your Oracle Cloud Applications. This document represents the discussions with ORR to create an outline of the service required by ORR to provide a shared understanding of the required solution and associated responsibilities.

The agreement focuses on:

- The service commitments and goals that Inoapps and ORR have discussed.
- The responsibilities of both parties in contributing to service effectiveness.
- How service effectiveness will be measured and reported.
- How Inoapps will provide a service wrapper around the ERP & HCM solutions to ensure continuity of service from Inoapps for the ongoing solution delivery

Based on the experience that our Professional Services team have gained with respect to your business needs through providing a solution and building a system to meet your requirements, we recommend the enclosed package as an appropriate fit for a proactive service that provides the best value.

Inoapps will provide the following services which are defined in the schedules below;

- . Business Assurance Services
 - 08:00 – 18:00 Monday – Friday
 - 24 x7 management of SR's relating to P1's
- Expert Services (150hrs to be credited to the existing CRA balance)

3 SERVICE APPROACH

3.1 SERVICE APPROACH

This contract will provide UK Business Hours support between 8am to 6pm Monday to Friday

Inoapps will provide an ITIL aligned Managed Service, built on a team of experienced support analysts to ensure continuity of service and avoid any single points of failure.

Significant development or project delivery is outside of the scope of this Support Service and will be provided via Inoapps' Professional Services team. Small enhancement requests can be undertaken using your Expert Services Account.

The Oracle Cloud Applications in scope of this service are the following

- ERP Cloud
 - General Ledger
 - Accounts Payable
 - Accounts Receivables
 - Fixed Assets
 - Tax
 - Cash Management
 - Procurement
 - Procurement Self Service
- HCM Cloud
 - Core HCM
 - Absence
 - Employee Self Service
- CR3 HR Interfaces
 - Absence
 - Change Bank Details
 - Change of Address
 - Leavers
 - Payment Deductions
 - Pensions
 - Allowances Deduction
 - Change Salary
 - Starters
 - Change Cost Centre

Please note that these HR interfaces will be supported within our Managed Services team. If there was a need edit or further develop any of the above, then this would be carried out by our Development team and time taken off the Expert Services balance

- Payroll Interface
- Banking Interface
- Expenses Interface
- Hyperion which includes Smartview

- Custom Reports
 - ORR GL Drill Report
 - ORR AP Scam Imaging Tracking Report
 - ORR AP Prompt Payment Report
 - Bankline Electronic Funds Transfer Interface
 - Separate Remittance Advice
 - AR Customer Invoice
 - Purchase Order Template

- Further Reports and Dashboards
 - x3 buyer's dashboards
 - FA Depreciation Report
 - Custom Infolets
 - Supplier payment reports
 - User Admin report
 - Approval Rules report
 - Custom Separate Remittance Advice
 - Debit Memo Print
 - Employee for GL Value Set Interface report
 - Bank Statement Report
 - AR Aging Report

3.2 ENVIRONMENT ACCESS

The SaaS Applications are hosted at Oracle, on the following environments:

- Production pod
- Non-production pod

ORR is responsible for maintaining all Oracle Licenses in relation to these environments, including those required by the Inoapps support analysts to work on both environments as well as ensuring that they remain on a supported version of the Oracle Cloud Applications modules.

Licensing will include a minimum of one support account licence, set up as an employee on the client system, for each environment instance. The support account will need to have the below responsibilities:

- Application Implementation Administrator
- Application Implementation Consultant
- Application Implementation Manager
- IT Security Manager
- OIM Administrator
- System Administrator

3.3 INVESTMENT

The investment required for this Managed Service is detailed in section 9 below.

3.4 SERVICE REVIEW

Service reviews will be conducted quarterly, face to face with the Inoapps Service Delivery Manager and the ORR application owners to review service provision, continuous service improvement and to cover any new requirements. The agenda and timetable for these sessions will be agreed in advance.

The quarterly service reports produced will contain details of all the issues raised within the reporting period and the status. The quarterly service report is a living document that will assist in both aiding communications, providing clarification and ensuring that all parties have guidance to work on any potential issues should the need arise. Inoapps and ORR will each designate an individual who is responsible for managing the agreement for their respective organisations, and for ensuring the timely and effective attention to any service matters pertinent to this agreement.

Service reports are standardised and any enhancements or amendments to the standard reports will require internal development and as such may be chargeable.

3.5 6 MONTH ACCOUNT REVIEW

Inoapps and ORR will undertake a formal review of service 6 months after the start date. This review will look at the overall service and ORR on going requirements.

3.6 SUMMARY

We would like to thank ORR for the opportunity to submit our proposal for these services. We trust that the level of service provided during the delivery of the Cloud solution is testament to the quality of service provided by Inoapps, and we look forward to continuing our relationship over the coming service period and further beyond.

4 SCHEDULE 1 – REQUIRED SERVICE

The following table details the support components outlined and costed within this proposal.

Support Component	Included in Service	Comments	Schedule
Business Assurance	Yes	Business as Usual Support for the modules listed on page 5 UK Business Hours Support delivered 8am-6pm, Mon-Fri	See Schedule 2
24 x7 management of SR's relating to P1's	Yes	24 x 7 Access to Inoapps Online Self-Service Portal	See Schedule 2
Expert Services	Yes	150hrs Support cover included within this contract	See Schedule 2

5 SCHEDULE 2 – SCHEDULE OF SERVICES

5.1 SCHEDULE OF SERVICES

Service Description	<p>Service Desk</p> <p>The manned ITIL aligned service desk can be contacted within UK core Business Hours, either by telephone or e-mail. They are the centralised single point of contact for the management and coordinating all ITIL events throughout their lifecycle. All support events are tracked, managed & coordinated internally using the Inoapps ITIL aligned Service Management tool suite, Service Now.</p>
	<p>Online Self-Service Portal</p> <p>Inoapps use a cloud-based Service Management system (Service Now) which can be accessed by named users at the client end to log new incidents, manage existing incidents, update the support analysts with further details e.g. attachments, request updates etc. This provides the client representatives with 24/7 access to their issues and the latest actions/updates.</p>
	<p>Service Delivery Manager</p> <p>Inoapps will allocate a Service Delivery Manager to the ORR account to act as the point of contact for escalations if required and to own the continual service improvement activities and attend quarterly service review meetings.</p>
	<p>Oracle Service Requests</p> <p>Where the Inoapps Managed Services analyst has exhausted all potential options to resolve an Incident, they may need to raise a Service Request with Oracle to ask for their assistance. This will involve co-ordination with Oracle to obtain system diagnostics along with any other information required by Oracle to allow them to investigate fully. We will continue to work with Oracle to achieve a fix/workaround and arrange for any patches to be deployed to resolve the incident. The Inoapps Managed Services team will also manage the Oracle escalation process if required.</p>
	<p>Business Assurance</p> <p>Break fix activities as below:</p> <ul style="list-style-type: none"> • Investigation of system errors on the Production hub • Configuration changes to resolve issues not requiring a technical solution from Oracle • Management of Oracle Service Requests • Application of data fixes, using ITIL aligned change and release management processes, including unit testing of changes before client UAT • Provide advice on required patches to resolve identified issues • Establish effective workarounds for outstanding issues until a final resolution is available • Knowledge of the client's business processes to enable effective solutions to be delivered <p>How Do I activities as below:</p> <ul style="list-style-type: none"> • General 'hand holding' for system navigation • Providing advice on System Processes • Identification of gaps requiring training courses • Advice and guidance on system best practice

Service Description

The service offered does not include training or consultancy services which are outside the scope of this agreement.

Inoapps will manage all Oracle technical issues and Service Requests (SR's) between the hours of 08:00 -18:00 and escalate to Oracle where applicable.

Technical Assistance

Break fix activities as below:

- Investigation of system errors on the workflow approval management
- Review and investigate any issues raised through the Fusion reporting tools
- Investigation of interface errors both inbound and outbound from Fusion
- Identification and subsequent application of data fixes, using ITIL aligned change and release management processes, including unit testing of changes before client UAT
- Provide advice on required patches to resolve identified issues
- Assist in establishing effective workarounds for outstanding issues until a final resolution is available

How Do I activities as below:

- Providing advice on System Processes
- Identification of gaps requiring training courses
- Advice and guidance on system best practice

The service offered does not include training or consultancy services which are outside the scope of this agreement.

Inoapps will manage all Oracle technical issues and Service Requests (SR's) between the hours of 08:00 -18:00 and escalate to Oracle where applicable.

24/7 management of Oracle P1 Service Requests

With the addition of 24x7 P1 cover, Inoapps provide 24x7 management of Oracle P1 Service Requests. Specifically, this includes, where agreed by ORR and Inoapps, "follow the Sun support" whereby the supplier passes P1s from one support location to another. This means that an Inoapps Analyst is available 24 hours a day to liaise with Oracle Support. This ensures a given service request is kept at P1 priority until resolved. ORR users may be required to test resolutions to ensure that any P1's can be maintained at this level.

Expert Services

Larger pieces of development work will always need to be reassigned to the Inoapps Professional Services team as project work. Smaller pieces of work (normally 5 days or less) can be managed by the Managed Services team and the associated costs deducted from a prepaid Client Request Account. The balance of this account would be held within the Service Now system and regular reports produced to allow the client to manage the time efficiently.

Some examples of how a Client Request Account could be used are below:

- Minor Development and Changes
- Training sessions/documentation to address knowledge gaps

5.2 PRIORITY DEFINITIONS

The following table defines the priority assigned to support events (incidents, requests and changes) raised to Inoapps' Service Desk under the Business Assurance service.

Priority 1 Issue: Critical

A support issue that causes complete loss of service in a production level environment. In addition, there are no known or acceptable workaround(s) available and work cannot reasonably continue.

Priority 2 Issue: High

A support issue that causes a severe loss of service in a production level environment. There may be viable workaround(s) available. Some work can continue despite the presence of the issue.

Priority 3 Issue: Medium

A support issue that causes a minimal loss of service to a production level environment. There is an acceptable workaround of the problem which has almost no effect on the work being performed.

Priority 4 Issue: Low

A support issue or request where no loss or degradation of service is being experienced.

5.3 KEY COMPONENTS

Support Elements	Detail	Comments
Service Level Agreement (SLA)		
Support Hours <ul style="list-style-type: none">UK Business Hours<24 x7 management of SR's relating to P1's	8am – 6pm UK weekdays	This covers the remote support service for: Business Assurance and Technical Assistance of the application on the production environment.
Incident Response Times <ul style="list-style-type: none">Critical (P1)High (P2)Moderate (P3)Low (P4)	30 minutes 2 business hours 4 business hours 8 business hours	Priorities/severities agreed when incidents raised. See section 5.2 for priority definitions.
Support Overview		
Oracle Applications Cloud Service (Oracle supplied SaaS). Pods <ul style="list-style-type: none">Production Pod1 x Test Pod Management of Service Requests (SR's) with Oracle Support	ERP, HCM, Interfaces & Reports	The Oracle Cloud Applications in scope of this service are the following; <ul style="list-style-type: none">Full module included on Page 5 of this agreement
Account Management		
Account Manager Service Delivery Manager	<div> </div> <div> </div> <div> </div>	Account Manager responsible for overall ORR commercial relationship. Service Delivery Manager, point of escalation, undertakes quarterly service reviews, produces and issues service reports, provides recommendations.
Named Support Staff		
Primary Support Analyst	As current contract	Named Support personnel to ensure client familiarisation with ORR systems and processes.
Secondary Support Analyst	As current contract	
Named Client Staff		
Escalation Manager	<div> </div>	Defines ORRs key contacts responsible to the business for Oracle environment.
Named Client Contacts	<div> </div> <div> </div> <div> </div> <div> </div> <div> </div>	Named ORR personnel are those permitted to contact Inoapps Service Desk during Support hours. Typically “Super Users”.
Application Owner	<div> </div>	Owner of the SaaS application in ORR

6 FEES

Breakdown of Annual Fees by Service line:

Annual Total	Annual Fee
Business Assurance – 6 months	
Expert Services:	
Annual Balance of 150hrs to be added to existing contract	
Total Cost	£37,500

Services are provided on the following payment terms:

- Invoiced in advance for Business Assurance & Expert Services support.
- Net 30 days.

7 AGREEMENT

ORR agrees to the proposed work detailed within this document and agrees to operate as based on these terms of the Agreement.

This Agreement contains the entire agreement between the parties in relation to the subject matter hereof, supersedes all previous agreements and understandings between the parties with respect thereof (whether oral or written) and may not be modified except in writing signed by authorised representatives of each of the parties.

7.1 GENERAL TERMS

- The detailed costs are payable 30 days from invoice.
- All fees quoted are exclusive of VAT.
- A day is 8 working hours
- For ORR requested work other than agreed (either Chargeable Changes or work which falls outside agreed levels of support) outside of UK Business Hours (Mon-Fri, 8am-6pm excluding English Bank Holidays), Inoapps will charge at the following rate:
 - Weekdays, outside Core Support Hours as specified herein: time and a half.
 - The rest of the time: double time.
- All support will be provided remotely, no provision is made for on-site support.
- Agreed on-site days, unless otherwise specified, can only be booked for normal business work days, and excludes bank holidays and weekends.
- Inoapps will commit to carrying out ORR requested work outside of UK Business Hours provided a minimum of two weeks' notice is given. For notice periods of less than two weeks Inoapps will do all it can to meet with the requirement but is not committed to do so.
- Any incurred expenses will be invoiced at cost.
- ORR is responsible for maintaining all Oracle Licenses.
- This Agreement will be governed in all respects by English law, whose courts shall have non-exclusive jurisdiction.
- Until signed by both parties, this proposal does not constitute an agreement on behalf of Inoapps Ltd with any company or organisation.
- Both parties are to ensure that all personal data processing and the technological and operational procedures around them are in accordance with the Data Protection Act of 2018.
- Errors and omissions excluded (E&OE).

7.2 ORR RESPONSIBILITIES

ORR shall at all times:

- Maintain in effect Oracle's Software Update Licence and Support Service and remain on an Oracle Cloud supported version;
- Co-operate as necessary with Inoapps Personnel in the performance of the Testing and Release Service;
- Ensure the appropriate user licenses are in place for Inoapps to access Test and Production systems as required to provide support;
- Make available to Inoapps remote access facilities and any other services reasonably required by Inoapps for the performance of the Service.

8 PURCHASE AGREEMENT – INO19985

8.1 PAYMENT PROFILE

The payment profile for this service is as follows:

ORR agrees to purchase:

Requirement	Cost	Signature
6 Months Business Assurance & 150hrs of Expert Services time	£37,500	


Contract Start Date: 04 Jan 21

Purchase Order Number (or equivalent): P100 470

8.2 TERM OF CONTRACT

Commencement Date:	3 rd January 2021
Term of Contract:	6 months

8.3 AUTHORISED SIGNATORIES

<p>Agreed for and on behalf of Office of Rail and Road:</p> <p>Authorised Signature:</p>  <p><small>o, ou, email=gayle.webster@orr.gov.uk, c=GB Date: 2020.12.18 14:24:45 Z</small></p> <p>Name: _____</p> <p>Title: Procurement Manager</p> <p>Date: 18 Dec 20</p>	<p>Agreed for and on behalf of Inoapps Ltd:</p> <p>Authorised Signature:</p>  <p>Name: _____</p> <p>Title: Commercial Head</p> <p>Date: 17 Dec 2020</p>
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9 SUPPORT DEFINITIONS

9.1 DEFINITIONS AND REFERENCES

“Release”	Means a new release of the Oracle Cloud software that is issued by Oracle. The new version will be designated by a change of release number, e.g. Release 9 to Release 10.
“Monthly Patch bundle”	Means the monthly periodic urgent security or fix patch, released by Oracle.
“Agreed Testing Window”	Means the dates between which Inoapps agrees with Client that testing and issue fixing on a Version Release or a Monthly Patch will take place.
“Inoapps Cloud Testing”	Means the actions that Inoapps will take to test a new Release or Monthly Patch. This testing will be performed using the customer or Inoapps provided test scripts and will focus on known configurations and areas of change.
“Issue Fix”	Mean the actions taken to resolve an issue that has been identified as part of the Inoapps Testing.
“Acceptance Testing”	Means the testing performed by the customer, following the Inoapps Testing and Issue/ incident Fixing.
“Super User”	Means a member of the Customer’s personnel who is authorised to log support requests and manage requests to resolution.

9.2 INCIDENT & REQUEST MANAGEMENT

An Incident is defined as an event that it is not a standard operation of service for live and implemented modules and may cause disruption to or reduction in quality of service. A Request is defined as either a “How do I” type question or a request for enhancement.

When an incident or request is raised with Inoapps, it will be managed in accordance with our ITIL aligned incident management process throughout its lifecycle and recorded using our ITIL based Service Management tool suite (Service Now).

For any incidents or requests raised that are considered to be outside of the scope of support, we will discuss these with the relevant Client representative and agree whether to utilise the Expert Services allowance or if an additional Purchase order is required.

9.3 CHANGE MANAGEMENT

Inoapps uses a change control process to manage any proposed changes to the supported solution. The Inoapps Service Management tool suite provides a change module for support analysts to raise change requests. This allows the impact of the change to be accurately assessed to determine the impact and urgency of the change. Nominated client contacts will be requested to approve changes prior to changes being carried out in the production pod.

9.4 PROBLEM MANAGEMENT

The goal of problem management is to minimise both the number and severity of incidents and potential problems to the supported infrastructure. Problem management aims to reduce the adverse impact of

incidents and problems that are caused by errors within the IT infrastructure, and to prevent recurrence of incidents related to these errors.

9.5 KNOWLEDGE MANAGEMENT

Knowledge Management aims to gather, analyse, store and share knowledge and information within an organization. The primary purpose of Knowledge Management is to improve efficiency by reducing the need to rediscover knowledge.

10 ACCOUNT MANAGEMENT

10.1 SERVICE DELIVERY MANAGEMENT

As part of the service provided, the parties will hold quarterly meetings to discuss progress, satisfaction and up and coming business events.

The meeting will typically consist of the following:

- A review of the statistical performance
- A review of trends or patterns
- Planning for BI annual upgrades and Monthly Patches
- Report on testing and issue fixes performed in the previous three months
- Review of new features/functionality and their relevance to ORR
- Update on SR's raised with Oracle
- Key Business events

The above points will be supplemented by a service report.

10.2 ACCOUNT MANAGEMENT

Regular account management reviews will take place to allow for all commercial related matters to be reviewed and discussed. Additionally, any requests for quotation or requirements which fall outside the scope of the agreed service should be raised with the Account Manager for ownership through to resolution.

10.3 MANAGEMENT REPORTS

Quarterly Event status reports will be provided. This report will typically include a list of all events raised during the reporting period including their status. An overview of the service provided to ORR over the preceding period, a management summary. Suggested recommendations to improve service or configuration and future planned activities.

10.4 AGREED CHANGE MANAGEMENT

Any consultancy or support requirements which fall outside the scope of the agreed support contract will be managed through formal change control and be separately chargeable. All such changes will be communicated with estimates as to cost and duration in a reasonable timeframe. ORR will authorise any change, as well as costs and payment thereof prior to any work being undertaken.

10.5 NAMED INOAPPS SUPPORT STAFF

Support is usually provided by your named support analysts ensuring strong working relationships are built and an in-depth knowledge of your infrastructure is maintained. The Primary support analyst is supported by a designated Secondary support analyst. These positions are rotated periodically to ensure no single point of failure and to broaden knowledge and relationships across the team as a whole. Where escalation is required the client can escalate to the Inoapps' Escalation Manager, who is named at the outset of the support contract.

11 ESCALATION PROCEDURE

Below is the escalation matrix for the Inoapps Managed Service team, should the need arise for you to raise a concern or escalation then please use the matrix below starting with EL1.

	Business Hours 08:00 – 18:00	Out of Hours 18:00 – 08:00	Commercial Escalations
EL1	Inoapps Service Desk 0870 112 2000 +44 (0)1332 992 150	Out of Hours Service Desk 0870 112 2000 Or 0330 119 1008	
EL2	Service Delivery Manager [Redacted] [Redacted] [Redacted]@inoapps.com	Out of Hours Operations Escalation 08701 122000 Press Option #3	Account Manager [Redacted] [Redacted] [Redacted]@inoapps.com
EL3	Global Head of Managed Service Operations and Compliances [Redacted] [Redacted] [Redacted]@inoapps.com		
EL4	APAC MD, Head of Offshore and Managed Services [Redacted] [Redacted] [Redacted]@inoapps.com		Commercial Head of UK/EMEA [Redacted] [Redacted] [Redacted]@inoapps.com
EL5	COO [Redacted] [Redacted]@inoapps.com		

Should you wish to raise a formal written complaint then these should be sent to your Account and Service Delivery manager.

Complaints raised should contain the following information:

- Detail and source of complaint
- Date and time
- Contact telephone number
- Nature of complaint
- Location(s) affected by complaint

An acknowledgement of the complaint will be issued promptly and appropriate action taken to resolve the problem. All complaints are targeted for a response within five working days.

12 CONFIDENTIALITY AND LIMITATION

TERMS OF PROPOSAL

Inoapps Limited has prepared this document in response to a request from The Office of Rail and Road (“ORR”).

STATEMENT OF CONFIDENTIALITY

The information contained in this document is confidential and proprietary to Inoapps Limited. It has been made available to ORR solely for its consideration in evaluation of a managed service. In no event shall all or any portion of the proposal be disclosed or disseminated by ORR without the express written permission of Inoapps Limited. In the event that Inoapps Limited is not selected as the vendor for these services ORR is expected to return all copies of the document within ten (10) business days from the date upon which Inoapps Limited is advised of that decision.

ACCEPTANCE OF PROPOSAL

ORR agrees to the proposed work detailed within this document and agrees to operate as based on these terms of the Agreement. This Agreement contains the entire agreement between the parties in relation to the subject matter hereof, supersedes all previous agreements and understandings between the parties with respect thereof (whether oral or written) and may not be modified except by an instrument in writing signed by the duly authorised representatives of each of the parties.

Inoapps Limited will only begin performance of the services proposed in this document after the execution of such an agreement.

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