

FINAL SOW for Solution Review Payroll

**Statement of Work
issued March 15, 2005
to
Professional Services Schedule ("Agreement")
between
SAP Public Services, Inc. ("SAP")
and
The School Board of Broward County, Florida ("Licensee")**

Document # 2005-7

Project Name: **Solution Review Payroll Consolidation** ("Project")

This Statement of Work and the terms and conditions of the SAP Professional Services Schedule, having an Effective Date of March 15, 2005, govern the Services to be provided to Licensee in support of the implementation of SAP Software for the fees set forth herein as authorized by Licensee by signing this Statement of Work.

1. Scope and Approach

Licensee requires SAP Services for the implementation of the individual Project hereinafter referred to as "the Project". The scope of the Project is set forth in the attached Exhibit 1, which is incorporated herein by reference. The Project deliverables, associated timeline, fees and payment schedule are as set forth in the Exhibit 2, Deliverable and Payment Schedule.

2. Licensee Responsibilities

Licensee agrees to provide appropriate project resources, including but not limited to equipment, data, information, workspace and appropriate and cooperative personnel, to facilitate the performance of the services, as follows:

- ◆ Workspace- "war room" for consultants with pc's, printers, phone lines, etc.
- ◆ Login to Licensee's SAP Software development system with display access to configuration
- ◆ Conference rooms to conduct meetings/interviews

The Services are based on Licensee fulfilling the following responsibilities:

- ◆ Assist SAP in creating schedules and assigning/preparing/coordinating Licensee project team members for the Review
- ◆ Provide SAP with an overview of Licensee's SAP Software implementation project, organization structure, and master data
- ◆ Participate in the kick off meeting and all integration topic meetings
- ◆ Conduct workshop for organizational structure
- ◆ Participation of Licensee project team members and leaders in all stages of the Project
- ◆ Coordinate any necessary work before, during, and after the Reviews

3. Project Assumptions

Exhibit 1, and the fees set forth in Exhibit 2, is based on the following assumptions:

The Blueprint Phase Project Review is estimated to start on or about April 1, 2005 and estimated to end on April 14, 2005. The Realization Phase Project Review is estimated to start on or about May 2, 2005 and estimated to end on May 13, 2005. This estimate is intended to be an estimate for Licensee's and SAP's resource scheduling purposes.

FINAL SOW for Solution Review Payroll

Licensee agrees that any change to or Licensee's failure to fulfill any of the assumptions set forth above may affect SAP's ability to provide timely and efficient services hereunder and that in such event, SAP's fees and the timeline as set forth in Exhibits 1 and 2 shall be subject to change.

4. Deliverable Acceptance Period

SAP will deliver each completed Deliverable on the appropriate Milestone Date, as set forth in Exhibit 2. Upon delivery, Licensee shall have 10 calendar days to accept or reject ("Acceptance Period") the Deliverable, using reasonable discretion, based on the requirements agreed to in Exhibit 1 for that Deliverable. If Licensee notifies SAP that it has rejected the Deliverable, Licensee shall provide written notice, within such 10 day period, specifying the basis of the deficiency. SAP shall have a reasonable period to cure such deficiency and redeliver the Deliverable for an additional Acceptance Period. If Licensee fails to reject any Deliverable within the Acceptance Period, in a writing specifying the deficiency, Licensee shall be deemed to have accepted such Deliverable as of the tenth day of the Acceptance Period. Upon acceptance of a Deliverable, all Services associated with such Deliverable shall be deemed accepted and SAP shall have no further obligation with respect to an accepted Deliverable. The fees for an accepted Deliverable shall be due and payable upon the date the Deliverable is accepted or deemed to be accepted.

5. Project Management

Each party shall designate a Project Manager. The Project Managers shall work together toward a timely Solution Review in accord with the Project Scope Document.

The SAP Consultants will be located at designated Licensee facilities. Licensee agrees and understands that the assigned SAP Consultant(s) will occasionally perform Services on the Project implementation from a SAP office.

SAP reserves the right to, in its sole discretion; replace any assigned Consultant with a SAP Consultant with equivalent skills.

6. Term and Termination

Term This Statement of Work shall become effective upon the execution by both parties.

6.1 Termination for Default. Either party may terminate this Statement of Work upon the occurrence of one or more of the following events:

- (i) The failure of a party to make payment of any undisputed amounts when due and the expiration of thirty (30) calendar days from receipt of notice thereof; or
- (ii) The failure of a party to comply with any material term or condition of this Statement of Work after the non-defaulting party has provided the other party thirty (30) days prior written notice specifying the nature of such default and the defaulting party fails to commence to cure such default within such thirty (30) day period; or
- (iii) The dissolution or liquidation of the other party, the insolvency or bankruptcy of the other party, the institution of any proceeding by or against the other party under the provisions of any insolvency or bankruptcy law; the appointment of a receiver of any of the assets or property of the other party, or the issuance of an order for an execution on a material portion of the property of the other party pursuant to a judgment.

6.2 Termination for Convenience. Licensee may, by providing at least thirty (30) days prior written notice stating the extent and effective date terminate this Statement of Work for convenience in whole or in part at any time.

6.3 In the case of any termination by either party, SAP shall be paid for all Services performed, but not yet invoiced, for any Deliverable on a percentage of completion basis.

FINAL SOW for Solution Review Payroll

7. General

Any change to this Statement of Work, including Exhibits 1 or 2, shall be subject to mutual agreement of the parties and shall be made in accord with Exhibit 3 hereto, Change Order Procedure, which is hereby incorporated by reference. SAP shall not commence work on any such change unless and until the change has been agreed to in writing.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement to become effective as of the date first above written.

FOR SBBC

(Corporate Seal)
BROWARD

THE SCHOOL BOARD OF
COUNTY, FLORIDA

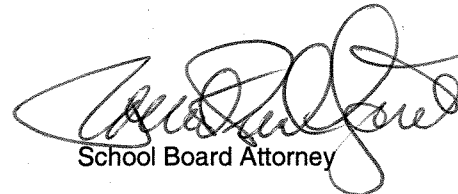
ATTEST:

BY _____

Franklin L. Till, Jr. Superintendent
of Schools

Stephanie Arma Kraft, Esq., Chair

Approved as to Form:


School Board Attorney

FOR SAP

(Corporate Seal)

ATTEST:

Name: _____
-or-

Witness

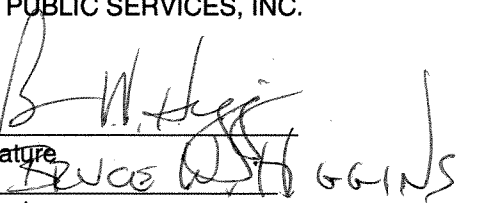
Witness

SAP PUBLIC SERVICES, INC.

BY _____
Signature

Printed

Title:



VICE PRESIDENT

FINAL SOW for Solution Review Payroll

STATE OF Wash., D.C.

COUNTY OF _____

The foregoing instrument was acknowledged before me this 3 day of March, 2005 by Bruce W. Higgins (name of person) of SAP Public Services, Inc. on behalf of the corporation / Licensee. He/She is personally known to me or produced work ID (Type of Identification) as identification and did/did not first take an oath.

My Commission Expires:

Gilda J. Wallace
Signature — Notary Public

Gilda J. Wallace
Notary Public, District of Columbia
My Commission Expires 07-31-2009
Printed Name of Notary

(SEAL)

Notary's Commission No.

Attachments: Exhibit 1
Exhibit 2
Exhibit 3

FINAL SOW for Solution Review Payroll

Exhibit 1
to
Statement of Work
Issued March 15, 2005 ("SOW")
to
Professional Services Schedule ("Agreement")
between
SAP Public Services, Inc. ("SAP")
and
The School Board of Broward County, Florida ("Licensee")
Scope of Work

The scope and approach of the Solution Review Project is as follows:

The Project includes review and support of Licensee's SAP implementation. The following SAP Review Program(s) are part of this Project:

Solution Review, Payroll Consolidation Project – The licensee is currently engaged in a project consolidating seven (7) different payrolls in to two payrolls. The purpose for this review is to assist with Quality Assurance and Risk Management for this activity. This Review covers the application design and business process parameters for the following applications:

- ◆ Human Resources (HR)
- ◆ Payroll (PR)
- ◆ Technical Tools

- ◆ The above SAP Program Review includes the following:
 - ◆ Kick off briefing meeting
 - ◆ Review Licensee's implementation project team structure
 - ◆ Review and analysis of business processes and design
 - ◆ Identification of gaps in Licensee's objectives for the implementation of SAP Software functionality versus standard system functionality
 - ◆ Feedback presentation
 - ◆ Detailed findings and recommendation report

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**Exhibit 2
to
Statement of Work
Issued March 15, 2005 ("SOW")
to
Professional Services Schedule ("Agreement")
between
SAP Public Services, Inc. ("SAP")
and
The School Board of Broward County, Florida ("Licensee")
Compensation, Milestones, Dates, and Invoices**

A. Compensation of SAP

The Fixed Fee for this project is USD 34,800 for the Blueprint Review and USD 51,300 for the Realization Review, a total of USD 86,100 due and payable as provided below.

B. Milestones, Dates, and Invoices

Invoices shall be submitted by SAP to Customer upon achievement of the Milestones set forth below, pursuant to the Acceptance Deliverable provisions of Section 4 of this SOW and payable net thirty (30) days from date of invoice, contingent upon "Acceptance" as specified in Section 4 of the SOW.

1. Blueprint Phase Project Review

Estimated to begin on or about April 1, 2005 and estimated to be completed end of April 14, 2005.

Acceptance of Deliverable – no later than 20 days from provision to Licensee

Invoice Date	upon completion of work	USD 34,800
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2. Realization Phase Project Review

Estimated to begin on or about May 2, 2005 and estimated to be completed end of May 13, 2005.

Acceptance of Deliverable – no later than 20 days from provision to Licensee

Invoice Date	upon completion of work	USD 51,300
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Exhibit 3
Change Order
to
Statement of Work
Issued March 15, 2005 ("SOW")
to
Professional Services Schedule ("Agreement")
between
SAP Public Services, Inc. ("SAP")
and
The School Board of Broward County, Florida ("Licensee")

Change Order Procedure

Any change to the Statement of Work must be agreed to, in writing, by the parties. The following procedure will be used to control all changes, whether requested by Licensee or SAP.

- ◆ All Requests For Change ("RFC"), a copy of which is attached hereto, to the Statement of Work must be made in writing and shall be submitted by the appropriate Project Manager. Each request should contain the following information:
 - ◆ Reason for change;
 - ◆ Impact, if any, on existing Deliverables and/or definition of additional Deliverables;
 - ◆ Estimated impact, if any, on project schedule; and
 - ◆ Estimated change, if any, in project fees.
- ◆ All RFC's must be submitted to the appropriate Project Manager. The Project Manager shall review and accept or reject the RFC. If rejected, the RFC shall be returned to the submitting party with written reasons for rejection and, as appropriate, any alternatives.
- ◆ All approved RFC's will be incorporated into the Statement of Work via written amendment. SAP will not perform any services outside of the Statement of Work until the amendment has been executed by Licensee.
- ◆ All change orders shall be submitted to Licensee's governing board for approval.

Request For Change

This document must be completed and submitted to the appropriate Project Manager to commence any change order.

1. Describe the reason for the requested change:

2. A. Describe the impact, if any, on existing Deliverables:

- B. Describe additional Deliverables required as a result of the requested change, if any:

3. Describe the impact, if any, to the existing Project Schedule. Provide a revised Project Schedule, if appropriate.

4. State the estimated change, if any, to the project fees. Provide the rationale/methodology used to calculate any change.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement to become effective as of the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

BY _____
Stephanie Arma Kraft, Esq., Chair

Approved as to Form:

Franklin L. Till, Jr. Superintendent
of Schools

SAP Confidential

School Board Attorney

FOR SAP

(Corporate Seal)

SAP PUBLIC SERVICES, INC.

ATTEST:

BY _____
Signature

-or-

Printed Name: _____

Witness

Title: _____

Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2005 by _____ (name of person) of SAP Public Services, Inc. on behalf of the corporation / Licensee. He/She is personally known to me or produced _____ (Type of Identification) as identification and did/did not first take an oath.

My Commission Expires:

Signature — Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.