

Schedule 10 – Statement of Work ICT Products and Services

Mater CRM Implementation Partner Services

Work Order 02 - Mater Hotel Quarantine App

Mater Misericordiae Ltd

Avanade Australia PTY LTD

QITC schedule 10 template – Issued August 2017 - Version 1.0.0

1. Statement of Work brief Details

Statement of Work number: 002

This Statement of Work expires if not executed by both parties by:

2. General

Once signed by both parties, the Statement of Work forms part of and is subject to the terms and conditions of the QITC Comprehensive Contract – Mater CRM Implementation Partner Services entered into by the parties on 8 November 2021 ('Contract') including the terms and conditions of the applicable Modules which correspond to the additional Products and/or Services to be provided under the Statement of Work namely Module 7 – Professional Services.

3. Additional Products and/or Services.

- ☐ Hardware
- ☐ Hardware Maintenance Services
- ☐ Licensed Software
- ☐ Software Support Services
- ☐ Developed Software
- ☐ As a Service
- ☒ ICT Professional Services

4. ICT Professional Services

4.1 ICT Professional Services

Overview of ICT Professional Services

Avanade will provide the Resources for the Service Periods specified in the Capacity Teams section below (the **Capacity Services**) to assist Mater to remediate and enhance the Hotel Quarantine application.

Mater has advised that the application is in need of minor enhancement, yet the development environment is in an unknown order and needs to be validated and potentially remediated. As such, it is not possible to accurately assess the total effort required to remediate the application and environment. The fixed capacity number of days projected against each Work Item in the Service Description Section below would allow the Avanade team to call out if anything unexpected is found and discuss if more time is needed or any alternative approaches needed.

Avanade does not warrant that the remediation and/or enhancements can be completed within the proposed capacity effort. Where additional capacity is required to complete the remediation and/or complete enhancements to the applications the parties may agree a change request to increase capacity effort.

Capacity Team

Resource	Service Period ⁽¹⁾
Vaibhav Sharma	15 th Dec '21 – 25 th Feb '22

(1) Owing to the Christmas shutdown, the project would break on Fri, 24 December and recommence on Mon, 10 January.

Service Description

The table below lists the proposed activities Supplier will perform collaboratively with Mater and the proposed allocated capacity. All work will be tracked in Mater's Azure DevOps in the specified project. Work item 3 is optional and may be cancelled at Mater's discretion, dependent to the outcomes of Work Items 1, and 2.

Work Item	Description	Allocated Capacity (Days)
1	Review the current production and staging environments. Work with the business to get confirmation of the current staging environment. Deploy the pre-existing changes from staging to production.	4
2	Enhance the HQ application in the staging environment, according as required, limited to the allocated capacity. Provide test & bug fix support.	4

	Deploy the changes to production.	
3	Move HQ app from the current shared environment to a dedicated staging and production instance. Build CI/CD pipelines. Provide bug fix support as required.	15
Total Capacity		23

Daily Stand up

The Avanade team would attend the daily stand-ups, setup by the Mater team. These are currently scheduled for 8.55am to 9.15am.

Required Changes / Enhancements

The following changes would be implemented in order to satisfy Work Item 2:

Detail	Question	Action
Add: Vaccination Status	Fully Vaccinated (+ 14 days)	Slide Bar: Yes or No
	Date of 2 nd vaccine	Date field
	Vaccine Type	Free text field
Add: Personal Information	Are you an Australian citizen or permanent resident	Slide Bar: Yes or No
Add report titled: 80% fully vaccinated	Include: <ul style="list-style-type: none"> • First Name • Surname • DOB • Arrival Date • Departure Date • Hotel • Room No. • Vaccination Status (Yes) • Vaccination Date • Vaccine Type • Australian citizen or permanent resident (Yes) 	

Deliverables

The Supplier will deliver the following as part of the engagement.

Note all Deliverables are subject to acceptance testing and the acceptance testing criteria specified in the table below-

Deliverable	Description	Format	Acceptance Criteria	Estimated Date for delivery
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Hotel Quarantine App Deployment in Production.	Remediation completed as much as practical, within the proposed fixed capacity.	Non-documentary	<ul style="list-style-type: none"> •The agreed Defects/enhancements are closed within the agreed UAT period •There is a work-around or mitigation plan for any remaining Defects. 	Mon, 10 January.
'As-Built' handover documentation	Documentation of what has been built for the purposes of BAU transition	Word Document	<ul style="list-style-type: none"> • Acceptance by Mater Dev team 	Fri, 28 January

RACI

Unless otherwise agreed, the following RACI would apply in order to complete the services.

Project Activity (cross-Stage and Workstream)	Avanade	Mater
Scheduling & coordinating workshops, in accordance with the preliminary schedule	C	R, A
Documenting meeting notes and action	C	R, A
Overall project management of the engagement	C	R, A
Management of Avanade team members	R,A	C
Management of Mater team members	C	R, A
Provide access to Microsoft & Avanade cloud environments, tenants, and instances	C	R, A
Provide software subscriptions as required	C	R, A
Provide the environments (DEV, TEST, PROD) to meet the desired functional requirements	C	R, A
License all environments per the designs	C	R, A
Functional & Technical Design	R,A	C
Build, Unit Test, and Break/Fix Support	R,A	C
Acceptance / Sign-off	C, I	R, A
Production Deployment	C	R, A

End user training	C	R, A
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Key	
R	Responsible: the person who actually completes the task, the "doer"; responsible for action/implementation; responsibility can be shared; the degree of responsibility is determined by the person with the "A."
A	Accountable: the person who is ultimately accountable; includes yes/no authority and veto power; only one "A" can be assigned to a function
C	Consulted: a person to be consulted prior to a final decision or action; has information and/or capability necessary to complete the work
I	Informed: a person who must be informed after a decision or action is taken
N/A	Not Applicable

Table 1: RACI Key

Customer Inputs

Details of Customer Inputs to be provided

The Customer will supply sufficient resources to accommodate the access to the operating and managed environment to allow the supplier to complete the Artefacts proposed in this contract. Proposed Resource Allocation:

Mater/Mater Foundation Roles	Proposed Minimum Allocation
DTI	25%
Product Owner/Business SME	25%

Customer will provide the following:

#	Category	Dependency	By When
1	Appoint a Product Owner	Mater will assign one of the Subject Matter Expert as a product owner who will attend all interaction sessions and make decisions on behalf of the business	Prior to start of the project
2	Appropriate stakeholder for requirement gathering	Mater to ensure appropriate stakeholders and business users attend the Functional and	Prior to start of the project

		Technical workshops as per schedule.	
3	Requirements Analysis	Mater to provide business processes and detailed requirements.	Prior to start of the project
4	Confirmation on requirements and final adoption	Mater to provide approval on Business Requirements on time.	Prior to start of the project
5	Development Environment	Mater to provision the Development test Environment for Avanade project team	Prior to start of the project
6	System Test Environment	Mater to provision the System test Environment for Avanade project team	Prior to start of the project
7	UAT Test Environment	Mater to provision the UAT test Environment for Avanade project team (Mater DTI involved / shadowing)	Prior to start of the project
8	Production Environment	Mater to provision the Production Environment for Avanade team members	Prior to start of the project
9	UAT Sign off & Deployment	Mater will be responsible for ensuring UAT Sign off and Deployment is done according to the agreed project schedule	Prior to start of the project
10	Licenses for tools	Mater to provide valid licenses to all necessary tools and third-party products required for Avanade to complete its assigned tasks. E.g., Visual Studio Team Foundation Server	Prior to start of the project
11	Virtual Machines & Azure Environment Provision	Mater to provide all the required Virtual Machines for all environments. Similarly, Azure environments to be provisioned by Mater.	Prior to start of the project
12	Required System Access	Mater to provide all the required system access to all the required team members in the project	Prior to start of the project
13	Test Data	Mater to provide the sample data for testing.	Prior to start of the project
13	UAT Test Cases	Mater to provide the UAT Test cases and test data prior to commencement of UAT phase.	Prior to start of the project
14	Master Tasks	Mater is responsible for ensuring that all tasks assigned to Mater team are executed as per agreed plan. Any delays in completing the tasks and/or delays in organizing workshops will lead to	Ongoing

		additional costs and extension of the timeline which will be managed via a Change Request.	
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Following are the Dependencies on Mater

#	Title	Description	Due Date
1	Data	Mater will ensure that the Avanade resources are not provided with access to, or hard copies of any personally identifiable data.	Project Start
2	Inputs	Mater will provide the inputs specified by Avanade pre-mobilisation. These will be documented and communicated at the point of being awarded preferred supplier status. They will include, for example, as-is process maps, epics and user stories as currently understood, business constraints,	Project Start
3	Work Location	Services will be delivered remotely.	Project Start
4	Meeting Rooms	Services will be delivered remotely.	Project Start
5	Project Coordinator	Mater to provide a project coordination that will arrange access to required resource and make sure Mater deliver all of the Mater dependencies listed here in a timely manner.	Project Start
6	Single deliverable signoff	Mater to provide a single product owner with responsibility to review specific documents. The product owner will have the final say and authority to review all work products.	Project Start
7	Workshop Availability	Mater to make sure adequate resource is provided for each workshop that has been specified.	End of Week 1
8	Interviews access	Mater to arrange and give access to key staff for interviews	End of Week 1
9	Environments & Interfaces	Mater will provide access to all in scope environments ready for Avanade to configure, as well as access to development versions of all in-scope interfaces (extract / transform).	Project Start
10	Change Strategy	Definition of Change programme that would include user adoption strategy, training strategy and user training.	Project Start
11	Environment Access	Access with a lead time of 2 week to all resources, including geo-fencing.	Project Start
12	Security Policies / Cloud Security	Alignment with Mater security policies is responsibility of Mater.	Project Start

4.2 Service Period

Clause 5.7(a)

Start of Service Period

The Statement of Work Start date.

End of Service Period

Designated end date (plus 3 days acceptance period). Unless terminated earlier in accordance with this Agreement.

4.3 Delivery Date

Clause 5.7(b)(ii)

Specify any Delivery Date(s) applicable to the ICT Professional Services

Refer to detail in Schedule 1 – Price and Payment Terms.

Specify the hours and days during which the Supplier must provide the ICT Professional Services

Business Hours will be Monday to Friday (excluding local public holidays);

- Onshore: 9 am to 5 pm (AEST) - a standard working day is eight (8) hours and a standard working week of forty (40) hours.
- Offshore: 9 am to 6 pm (Philippine Standard Time) a standard working day of nine (9) hours, and a standard working week of forty-five (45) hours

4.4 Professional standards

Clause 5.7(b)(iii)

Specify any professional standards which apply to the performance of the ICT Professional Services

Nil.

4.5 Warranty Period

Nil.

4.6 Price

As specified in 7 Schedule 1 Price & Payment.

5. ADDITIONAL PROVISIONS

5.1 Personal Information

For the purposes of this clause Personal Information and Health Information have the meanings prescribed by the Privacy Act 1988 (Cth).

The parties acknowledge and agree that Supplier will not process Mater Personal Information or Health Information as part of the Services.

If Mater requires Supplier to process Mater Personal Information or Health Information, the parties will agree an amendment to the Agreement to expressly identify: (a) the type of files and Information which shall comprise Mater Personal Information and Health Information that Supplier will process under this Agreement; (b) the means and circumstances by which Supplier will process it; and (c) safeguards and protocols that Supplier should employ to protect the Mater Personal Information and Health Information.

To the extent Supplier has agreed to process Mater Personal Information and Health Information as set forth in any amendment to this Agreement, Mater will restrict Supplier's processing of Mater Personal Information and Health Information to those types of Mater Personal Information and Health Information identified in the amendment and to those means and circumstances by which Supplier processes such Mater Personal Information and Health Information as specified in the amendment.

If Supplier discovers it has received or has been granted access to Mater Personal Information or Health Information that is not expressly identified in a Work Order, Supplier shall give notice to Mater, and Mater shall give prompt direction to Supplier regarding the destruction or return of such Mater Personal Information or Health Information. If Mater does not provide prompt direction to Supplier, Supplier shall have the right, in its sole discretion, to destroy the Mater Personal Information or Health Information or return it to Mater.

5.2 Covid 19- Response

The Parties will work together to accommodate any changes or impact to the Services (or delivery thereof) that are reasonably required to mitigate any impact of, or related to, any global or local health emergency or disease outbreak, including COVID-19 or such similar disease, and shall document the same in an agreed amendment to this Contract.

5.3 Documentation

Clause 4(n)

As specified in Deliverables and Work Product sections in Section 4 above.

5.4 Training

Clause 4(o)

- Not applicable

5.5 Acceptance Testing

Clause 6

Will testing of Deliverables be required?

☒

Yes

☐

No

5.6 Subcontractor(s)**Clause 8****Not applicable.****5.7 Background checks****Clause 8.2(d)**

National Criminal History Check on Key Personnel must be completed prior to engagement.

5.8 Key Personnel**Clause 8.3**

Avanade will provide the following team members to deliver the services:

Name	Role	Responsibilities
Vaibhav Sharma	Senior CRM Consultant	<ul style="list-style-type: none"> • Client Workshops • Functional and Technical Requirements • Code, technical design documentation • Development activities.

5.9 Intellectual Property Rights in Pre-Existing Materials**Clause 15.1****Pre-Existing Material**

Not applicable.

Customer's use of Pre-Existing Material

Not applicable.

Sublicensees and cost

Not applicable.

5.10 Intellectual Property Rights in New Materials**Clause 15.2 and 15.3****New Material**

The Artefacts in Table 1 - Artefacts, in Section 8 - ICT Professional Services.

Ownership of New Material

Will Intellectual Property Rights in the New Material be owned by the Customer or Supplier?

☐

Customer (clause 15.2 of the General Contract Conditions applies).

☒

Supplier (clause 15.3 of the General Contract Conditions applies).

Supplier owned – Customer's use of New Material

As specified in clause 15.3(b) and (c) of the General Contract Conditions.

Supplier owned – Sublicensees and costs

No additional costs payable.

5.11 Intellectual Property Rights in Third Party Materials

Clause 15.4

Will any Deliverables incorporate any Third Party Material?

☐ Yes

☒ No

5.12 Customer Data

Clause 16

The Supplier may only use Metadata for the purposes of delivering the goods and or services detailed in this Contract.

5.13 Termination for convenience

Clause 21.3

Under clause 21.3 if the Customer exercises its right of termination for convenience, the Customer is required to pay the Supplier the fees for the work supplied but not yet invoiced **and** either:

- the Supplier's reasonable and documented expenses incurred directly relating to the termination; or
- any amount specified in the Details.

5.14 Business Hours

Clause 24.1

Business Hours will be Monday to Friday (excluding local public holidays):

- Onshore: 9 am to 5 pm (AEST) a standard working day is eight (8) hours and a standard working week of forty (40) hours.
- Offshore: 9 am to 6 pm (Philippine Standard Time) a standard working day of nine (9) hours, and a standard working week of forty-five (45) hours.

5.15 Designated Environment

Clause 24.1

Mater to provide.

Forming the Contract

5.16 Acknowledgements and certifications

The Supplier:

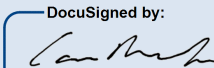

- (a) agrees to provide the Products, Services and other Deliverables to the Customer on the terms described in the Contract.
- (b) certifies that it has read, understands, and complies with all the requirements of the Contract.
- (c) represents that all the information provided by it and referenced in the Contract is complete, accurate, up to date and not misleading in any way.
- (d) acknowledges that the Customer is relying on the information provided by the Supplier and referenced in the Contract in entering into the Contract.
- (e) acknowledges that the Customer may suffer damage if any of that information is incomplete, inaccurate, out of date or misleading in any way.

6. Forming the Contract

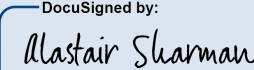
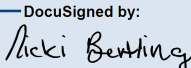
6.1 Agreement by Supplier

The Supplier will sign in this section. By signing, the Supplier is offering to enter the Work Order on the terms set out in this document. If the Supplier does not execute this document itself, it must (if the Customer requests) provide adequate evidence that the signatory is properly authorised to execute this agreement.

If the parties agree any changes to this document after the date of the Supplier's signature (but before the Customer accepts the Supplier's offer as described below), the Supplier and Customer will prepare a new version of the document incorporating the agreed changes, which will replace this document. The Supplier will sign the new document, offering to enter the Contract on the amended terms.

Date	1/13/2022	
.....		
EXECUTED for and on behalf of:	)	DocuSigned by:
Avanade Australia Pty Ltd)	
.....	)	44D78CB2G7634FD.....
Name of Supplier	)	Signature of Authorised Representative
by its Authorised Representative, in	)	By executing this agreement the signatory warrants
the presence of:	)	that the signatory is duly authorised to execute this
DocuSigned by:	)	agreement on behalf of the Supplier
	)	Laura Malcolm
969D6A895D1747F.....	)	.....
Signature of witness	)	Name of Authorised Representative (block letters)
Michael Valiente	)	General Manager
.....)
Name of witness (block letters)	)	Position of Authorised Representative

6.2 Agreement by Customer

Date	18/1/2022 | 12:34 PM AEST	
.....		
EXECUTED for and on behalf of:	)	DocuSigned by:
Mater Misericordiae Ltd)	
.....	)	AB561819A830482.....
Name of Customer	)	Signature of Authorised Representative
by its Authorised Representative, in	)	By executing this agreement the signatory warrants
the presence of:	)	that the signatory is duly authorised to execute this
DocuSigned by:	)	agreement on behalf of the Customer
	)	Alastair Sharman
14479A35844646C.....	)	.....
Signature of witness	)	Name of Authorised Representative (block letters)
Nicki Bertling	)	Chief Digital officer
.....)
Name of witness (block letters)	)	Position of Authorised Representative

7. Schedule 1 – Price and Payment Terms

7.1 Price

Avanade will provide the professional services specified in this SOW for **the fixed fee amount of \$49,944.55** (ex GST and excluding expenses). Avanade will invoice and Mater agrees to pay for the fees in accordance with the payment milestone specified in Section 7.4 below.

Avanade shall not perform any Services that would result in fees in excess of the below fees, and/or incur expenses in excess of the below expenses, without Mater's express prior written approval.

Any modifications to the fees or expenses shall be implemented in accordance with the Change Control Process.

7.2 Expenses

Mater agrees to pay for the Suppliers reasonable expenses incurred in the provision of the services at the rates specified below:-

Expense	Rate (\$AU) (Ex GST)
Local transport (e.g. taxi fare)	Actual
Telephone charges (e.g. calling cards; cell and/or land-line phone charges, hotel internet charges, including tax)	Actual
Lodging, Airfare, Rental Car and Taxi To/From Airport	Actual
Parking	Actual
Per diem	\$AU 77
Per diem (offshore Personnel)	\$AU 110

Supplier has estimated \$0 for travel expenses as part of the Project. Customer agrees that this is an estimate and that actual expenses may be in excess of this estimate. Any increase will be agreed with Customer before Supplier incurs additional expenses.

Expenses will be invoiced monthly, and Customer will pay such invoices within 30 days of receipt.

7.3 Price reviews (including during any extension period(s))

Not Applicable

7.4 Payment plan/milestones

Following are payment dates for the scope specified in this Contract (excluding any expenses specified in 1.2 above and GST). Supplier will invoice for these amounts in accordance with the milestones specified in the table below.

Milestones	Description	Estimated Completion	Fees ex GST (AUD)
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Milestone 1 – 8 days capacity	Consumption of 8 days capacity.	10 Jan '22	\$17,480.60
Milestone 2 – 15 days capacity	Optional consumption of 15 days capacity.	31 Jan '22	\$32,463.95
Total Fees	\$49,944.55		

*Table 2: Pricing Summary***7.5 Rates for additional Products and Services (if applicable)**

Not applicable

7.6 Payment methods

Payment will be required 30 days from the invoice date.

7.7 Discounts or rebates

Not Applicable

7.8 Address details for invoice

Invoices are to be e-mailed to the nominated person/s in the Mater within 30 days of completion of work. All invoices must reference the Mater Contract Number or Purchase Order Number, and must contain the Mater Asset number.

Function	Position	Name	Email
Accounts Payable	Accounts Officer, Group Finance	Accounts Payable	26.FIN@mater.org.au

7.9 Other pricing information