

# General Contract Details – ICT Products and Services

Queensland Building and Construction Commission – QBCC2022274

## **Enterprise Service Management Solution**

QITC General Contract Details – ICT Products and Services – Issued November 2021- Version  
3.0.0

# Table of Contents

<b>Enterprise Service Management Solution .....</b>	<b>1</b>
<b>Table of Contents.....</b>	<b>2</b>
<b>1. General information .....</b>	<b>3</b>
<b>8. ICT Professional Services.....</b>	<b>15</b>
<b>9. Forming the Contract .....</b>	<b>18</b>
9.1 Acknowledgements and certifications	18
9.2 Forming the Contract	18
<b>Schedule 1 – Price and Payment Terms .....</b>	<b>20</b>

# 1. General information

The [General Contract Conditions - ICT Products and Services](#) apply to these Details.

The definitions and rules of interpretation applicable to these Details are set out in the General Contract Conditions - ICT Products and Services.

## 1.1 Customer

### Name

Queensland Building and Construction Commission (“QBCC”)

### ABN or ACN

88 568 500 260

## 1.2 Customer contact details

Jeremy Janes

Gavin Hitchcock

Troy Hampel

Wayne Richey

### Authorised Representative(s)

Gavin Hitchcock

Jeremy Janes

Troy Hampel

Wayne Richey

### Position title / role

Gavin Hitchcock - Director Information Technology

Jeremy Janes - Chief Information Officer

Troy Hampel – Manager

Wayne Richey - Senior Procurement Advisor - Sourcing

### Phone number

Gavin Hitchcock – 0410 317 152

Jeremy Janes – 0414 525 944

Troy Hampel – (07) 3255 4308

Wayne Richey – (07) 3032 8066

### Street address

144 and 299 Montague Road, West End, Brisbane 4001

### Postal address

GPO Box 5099, Brisbane QLD 4001

**Email**

Gavin Hitchcock – [gavin.hitchcock@qbcc.qld.gov.au](mailto:gavin.hitchcock@qbcc.qld.gov.au)

Jeremy Janes – [jeremy.janes@qbcc.qld.gov.au](mailto:jeremy.janes@qbcc.qld.gov.au)

Troy Hampel – [troy.hampelt@qbcc.qld.gov.au](mailto:troy.hampelt@qbcc.qld.gov.au)

Wayne Richey – [wayne.richey@qbcc.qld.gov.au](mailto:wayne.richey@qbcc.qld.gov.au)

**1.3 Supplier****Name**

Nexon Asia Pacific Pty. Ltd. (“Nexon Asia Pacific”)

**ABN or ACN or ABRN**

70 095 335 023

**1.3 Supplier Contact Details****Authorised Representative**

Clinton Smith

Stephen Bosworth

**Position title / role**

GM of Sales Operations

Head of Digital Services Operations

**Phone number**

+612 4915 1134

+612 4915 1166

**Street address**

21 Annie St, Wickham NSW 2293

**Postal address**

PO Box 175, Summer Hill NSW 2130

**Email**

[Clinton.smith@corp.nexon.com.au](mailto:Clinton.smith@corp.nexon.com.au)

[Stephen.bosworth@corp.nexon.com.au](mailto:Stephen.bosworth@corp.nexon.com.au)

## 1.4 Products and Services and documents that form part of the Contract Clause 1.3 and 5

### Applicable Products and Services

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

### Documents

In accordance with clause 1.3(f) of the General Contract Conditions, the following documents are incorporated into the Contract by reference:

- (a) General Contract Conditions ICT Products and Services
- (b) QBCC Request For Quote
- (c) QBCC Scope and Requirements
- (d) QBCC ESM Requirements V0.3
- (e) QBCC Phase 1 and Phase 2 Functional Requirements
- (f) QTenders Addendums 1 through to and including 8
- (g) Nexon Asia Pacific Submission
- (h) Nexon Asia Pacific Clarification Questions – Answers

In the event and to the extent of any inconsistency between the terms of the above documents, the order of hierarchy in descending order will prevail.

## 1.5 Additional Provisions

Clause 1.4

Additional Provisions agreed by the parties under clause 1.4 of the General Contract Conditions that are to apply to the Contract.

The supplier shall maintain its Discovery, Design & Implementation strategy for the term of this contract.

The supplier is to notify the customer, in writing, within ten (10) business days should it cease this strategy.

The customer may, at its discretion, request the supplier provide a copy of this strategy and progress against it at any time during the term of this contract.

The supplier will offer accessible and inclusive opportunities to develop essential skills to all employees associated with the contract.

The supplier will submit a training plan to the customer within 2 weeks of the contract start date.

The supplier will provide evidence, satisfactory to the customer, of the offer, and take-up by the target group.

**1.6 Term**

Clause 3

**Start date**

To Be Confirmed

**End date**

To Be Confirmed

**Extension options**

2 x 6 month fixed terms

**Notice period for extension**

30 Days

**1.7 Policies, codes of conduct, rules, standards and procedures**

Clause 4(h)

**Site Policies**

Not applicable

**Policies, codes of conduct, rules, standards and procedures**

All requirements as per Clause 4(h) General Contract Conditions

**1.8 Customer Inputs**

Clause 4(k)

**Details of Customer Inputs to be provided**

Any existing information that can facilitate ease of production of the deliverables based on availability and access. This may include existing digital service models, journey maps, customer facing services list, ICT profile data and organisation structure to identify stakeholders.

**1.9 Documentation**

Clause 4(n)

Milestone deliverable reports.

Sprint achievement reports.

**1.10 Training**

Clause 4(o)

Clause 4(o) provides that the Supplier must provide to the Customer the training (if any) specified in the Details, and such additional training as the Customer may require from time to time at the training rates set out in the Details.

Specify below any training the Supplier is required to provide.

**Insert details of any training requirement**

It is expected that a targeted training program be developed for key stakeholders of the new solution based on individual responsibilities within the new system across Phase 1 and Phase 2 of the project. Training to leverage a combination of online course learning, group facilitation sessions and one on one training where appropriate.

Training will be provided as per Clause 6.8 of Nexon Asia Pacific submission which describes a detailed training plan.

**Rates for additional training**

Schedule 1 – Price and Payment Terms.

## 1.11 Insurance

Clause 4(q)

Clause 4(q) provides that the Supplier must take out and maintain, or be insured under, the insurances described in the Details. Insert details of its policies including the name of the insurer, policy number, policy expiry date and minimum amount of insurance as specified below (repeat as required) and whether the Supplier is to provide a copy of a certificate of currency for each policy.

**Workers compensation insurance** as required by law.

### **Public liability and products liability insurance minimum amount**

\$20,000,000 Any one occurrence

### **Professional indemnity insurance minimum amount**

\$20,000,000 Any one occurrence and \$40,000,000 in the aggregate

### **Other insurances**

Cyber insurance minimum \$5,000,000

### **Minimum period of insurance (for insurance on a “claims made” basis)**

For insurance which is provided on a “claims made” basis, the minimum period for which the Supplier is required to maintain insurance is four years after the Contract ends.

## 1.12 Authorisations

Clause 4(r)

Supply partner agreement with ServiceNow to be provided.

Nexon’s ServiceNow partner status can be confirmed using the URL below.

***<https://www.servicenow.com/partners/partner-finder/nexon-asia-pacific-pty-ltd.html>***

## 1.13 Security

Clause 4(s)

Not applicable

## 1.14 Acceptance Testing

Clause 6

### **Will testing of Deliverables be required?**

Yes

No

This should include details of:

- the Deliverable or part of the Deliverable to be tested;
- The design, the preparation, the build, the quality, transition, and the data migration
- the allocation of each party’s responsibilities in relation to testing, including the party responsible for conducting the tests will be in partnership between QBCC & Nexon Asia Pacific; and
- the acceptance criteria to be used to test whether the Deliverable meets the Requirements; and
- the period for the performance of testing will be committed to a timeframe of suitable performance of the desired outcome

**1.15 Subcontractor(s)**

Clause 8

Not applicable

**Name (and legal entity)****Street address****Postal address****Obligations****1.16 Background checks**

Clause 8.2(d)

Background checks will be conducted for the delivery team.

**1.17 Key Personnel**

Clause 8.3

**Name and Position**

Anthony Gebbie, National Sales Lead, Digital Services Strategic Sales

**Contact details**

Phone: 0408 016 199

Email: anthony.gebbie@corp.nexon.com.au

**Role / Key obligations**

Account Management point of contact, contract performance review and relationship management

**Committed level**

Will meet with Customer on monthly cadence for review on progress, act as escalation point and central point for relationship

**Summary of Key Personnel's skills, qualifications and experience**

17 years within ICT roles spanning a range of roles; support office, account manager, solutions architect & account executive. Anthony now leads the sales arm of Nexon's ServiceNow practice and works with a range of Government and Enterprise on their Enterprise Service Management journey's.

and grow CSA's education customer base.

- ITIL v3 Foundations certified
- AWS Cloud Practitioner certified

**Name and Position**

Stephen Bosworth, General Manager of ServiceNow Consulting

**Contact details**

Phone: 0409 444 014

Email: stephen.bosworth@corp.nexon.com.au

### **Role / Key obligations**

Overall responsibility for the ServiceNow consulting team within Nexon. Act as key escalation point, commercial owner and relationship management

### **Committed level**

Will meet with Customer on monthly cadence for review on progress, act as escalation point and central point for relationship. Will participate in project as needed

### **Summary of Key Personnel's skills, qualifications and experience**

Experienced technology leader, Digital Transformation, Advisory, Operating model, Architecture, Program Management and Agile practitioner over 25 years industry experience.

ServiceNow practitioner since 2015. Strong emphasis on working in Higher Education, Telecommunications, Government, Mining, SMB to ensure the consulting services provided embody an understanding of the industry as well as knowledge of the technology. Manages all aspects from advisory services, implementation, managed support, roadmaps, governance and budgeting.

- Certified System Administrator – ServiceNow
- Certified Implementation Specialist, ITSM – ServiceNow
- ITIL Foundation

### **Name and Position**

Anupam Kumar, Senior Project Manager, ServiceNow Consulting

### **Contact details**

Phone: 0422 895 143

Email: anupam.kumar@corp.nexon.com.au

### **Role / Key obligations**

Project Manager for the consulting delivery within Nexon for ServiceNow.

### **Committed level**

Will meet with Customer on weekly basis for project manager review, responsible for scheduling, project reporting and project controls review

### **Summary of Key Personnel's skills, qualifications and experience**

Sr. Project Manager with more than 15 years of experience in IT Industry leading implementation of large-scale projects/ programs across diverse platforms in professional services / consulting environments.

Significant experience in delivering high-quality products, services & integrated solutions for customers in Higher Education, Government Telecommunications industries.

Managing the overall health of integrated programs, Re-engineering focused on future capability improvements & performing effective transition to operations.

- PMI Certified (ACP,MP,SP, Agile)
- ITIL Foundation
- ServiceNow

**Name and Position**

Shweta Jaiswal, Principal, ServiceNow Consulting

**Contact details**

Phone: 0478 021 926

Email: shweta.jaiswal@corp.nexon.com.au

**Role / Key obligations**

Principal Consultant for the consulting delivery within Nexon for ServiceNow.

**Committed level**

Will lead the implementation of the various streams of ServiceNow modules on behalf of the Nexon consulting team. Will act as overall responsible persons for producing all delivery artefacts, defining the modules functionality and ensuring the design is reflected in the implementation phase. Will be across the project for its entirety from initiation to completion, heavily involved in upfront workshops, act a scrum master for Build phases and lead contact for quality and transition.

**Summary of Key Personnel's skills, qualifications and experience**

Over 5 years experienced in leading ServiceNow with extensive hands-on experience in leading implementation domain separated ServiceNow instances and managing continuous support for ServiceNow. I also have extensive experience in implementing IT Service Management modules and Customer Service Management module of ServiceNow along with integrating ServiceNow to multiple third-party systems in enterprise landscapes.

- Certified System Administrator – ServiceNow
- Certified Implementation Specialist, ITSM – ServiceNow
- Certified Implementation Specialist, CSM – ServiceNow
- Certified Implementation Specialist, GRC – ServiceNow
- Certified Implementation Specialist, SecOps – ServiceNow
- ITIL Foundation

**Name and Position**

Tim Schneider, Architect, ServiceNow Consulting

**Contact details**

Phone: 0431 091 690

Email: tim.schneider@corp.nexon.com.au

**Role / Key obligations**

Architect.

**Committed level**

Will be involved during design for complex aspects and ensure integration of ServiceNow solution in QBCC wider ecosystem is successfully delivered, focus on integrations and ITOM

**Summary of Key Personnel's skills, qualifications and experience**

A software developer with 15 years experience, consulting with a variety of industries including Education, Mining, Mobile Marketing, Research, Telecommunications & Government.

Working on the ServiceNow platform for 8 years, working broadly across the platform including key platform areas like ITSM, HR, CSM, ITBM, integrations with external systems and custom solutions to specific industry problems.

- Certified Master Architect – ServiceNow (Global recognition)
- Certified System Administrator – ServiceNow
- Certified Implementation Specialist, ITSM – ServiceNow
- Certified Implementation Specialist, CSM – ServiceNow
- Certified Implementation Specialist, PPM – ServiceNow
- Certified Implementation Specialist, Service Provider – ServiceNow
- Certified Application Developer – ServiceNow
- Several Microsoft Certifications

**Name and Position**

Myles Taituha, Senior/Lead Consultant, ServiceNow Consulting

**Contact details**

Phone: 0410 192 330

Email: myles.taituha@corp.nexon.com.au

**Role / Key obligations**

Will be key resource for delivery within the account.

**Committed level**

Will be key implementation resource focussed on ISTM

**Summary of Key Personnel's skills, qualifications and experience**

ServiceNow Specialist. Spending the last 3 years in a Senior Solution Consultant role delivering various ServiceNow applications ranging from HR, ITSM and CSM.

Having a strong focus on the ServiceNow platform over the past 7 years. Focusing on supporting State Government, Higher education and Commercial Enterprise.

- Certified System Administrator – ServiceNow
- Certified Implementation Specialist, ITSM – ServiceNow
- ITIL Foundation

**Name and Position**

Fleur Wills, Senior/Lead Consultant, ServiceNow Consulting

**Contact details**

Phone: 0410 192 330

Email: fleur.wills@corp.nexon.com.au

**Role / Key obligations**

Will be key resource for delivery within the account.

**Committed level**

Will be key implementation resource focussed on SPM

**Summary of Key Personnel's skills, qualifications and experience**

IT Professional specialising in ServiceNow. Over 20 years IT experience in Education, Manufacturing, Human Resources, Finance and IT industry. ServiceNow delivery focus in HR, ITBM and Customer Service Management.

- Certified System Administrator – ServiceNow
- Certified Implementation Specialist, HR – ServiceNow
- Certified Implementation Specialist, PPM – ServiceNow

Other resources may will be introduced into the project upon approval by Customer

**1.18 Price and payment**

Clause 9

**Maximum price**

A capped maximum price will be as per Clause 7.1 in Nexon Asia Pacific submission of \$457,479.00 Inc GST

**1.19 Cap on liability**

Clause 12 and 13

**Supplier's liability cap**

Subject to clause 12 (e), the amount of the Supplier's liability cap is limited to an amount equal to the Contract value payable under the Contract in the aggregate for all occurrences.

Note that if the Supplier is performing As a Service, the Supplier's liability for any loss of Customer Data in connection with the performance of the As a Service is subject to a separate cap (which is specified in the item below).

**Supplier's liability cap for loss of Customer Data**

Subject to clause 12 (e), the amount of the Supplier's liability cap is limited to an amount equal to the Contract value payable under the Contract in the aggregate for all occurrences.

**Customer's liability cap**

Subject to clause 12 (e), the amount of the Supplier's liability cap is limited to an amount equal to the Contract value payable under the Contract in the aggregate for all occurrences.

**1.20 Intellectual Property Rights in Pre-Existing Materials**

Clause 15.1

**Pre-Existing Material**

The Contract does not affect the Intellectual Property Rights in Pre-Existing Materials. The Supplier grants, and shall ensure that relevant third parties grant to the Customer, a non-exclusive, perpetual licence (including the right to sub-licence), without additional cost to the Customer to use, exploit (whether commercially or otherwise), and/or otherwise exercise all rights comprised in the copyright in relation to the Pre-Existing Materials but only as part of the Deliverables (and of any future development of the Deliverables).

### **Customer's use of Pre-Existing Material**

Clause 15.1 of the General Contract Conditions is that the Supplier grants the Customer an irrevocable, unconditional, perpetual, royalty-free, non-exclusive, worldwide and transferable licence to exercise all such Intellectual Property Rights in any Pre-Existing Material of the Supplier which is incorporated into a Deliverable for the purposes of using, supporting and/or modifying that Deliverable, in the course of the Customer's functions or activities.

Clause 15.1(c) of the General Contract Conditions is that the Customer's licence to the Pre-Existing Material does not permit the Customer to manufacture, sell or otherwise commercially exploit any of the Pre-Existing Material unless otherwise specified in the Details.

### **Sublicensees and cost**

Not applicable

## **1.21 Intellectual Property Rights in New Materials**

Clause 15.2 and 15.3

### **New Material**

New Material is defined in the General Contract Conditions to mean all Material that is created, written, developed or otherwise brought into existence by or on behalf of the Supplier for the Customer in the course of the Supplier performing its obligations under the Contract, and includes the Material specified in the Details as New Material. New Material does not include Pre-Existing Material, Third Party Material, Licensed Software or As a Service.

### **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**

Not applicable

### **Supplier owned – Sublicensees and costs**

Not applicable

## **1.22 Intellectual Property Rights in Third Party Materials**

Clause 15.4

**Will any Deliverables incorporate any Third Party Material?**

- Yes
- No

The default position in clause 15.4 of the General Contract Conditions is that the Customer is granted a non-exclusive licence to exercise all Intellectual Property Rights in the Third Party Material which is incorporated into the Deliverable for the purposes of using, supporting and/or modifying the Deliverable incorporating the Third Party Material, in the course of the Customer's functions or activities.

### **1.23 Customer Data**

Clause 16

Refer Clause 16 of the General Contract Conditions – ICT Products and Services. Provides that for Customer Data that is Metadata (and which is not Personal Information) the Customer grants to the Supplier a non-exclusive right to use such Metadata solely for the internal business purposes of the Supplier as specified in the Details.

### **1.24 Confidentiality and Privacy Deed**

Clause 17(d)

Specify whether Personnel are required to sign a confidentiality and privacy deed in the form reasonably acceptable to the Customer.

Yes as per attached template. Confidentiality, Privacy and Conflict of Interest Deed

### **1.25 Conflict of Interest**

Clause 19.2

Supplier to insert details of any Conflict of Interest it is required to declare in accordance with the 'Conflict of Interest' clause in the Contract.

'Nil'.

If required use of the attached template is required. Confidentiality, Privacy and Conflict of Interest Deed

### **1.26 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.

### **1.27 Business Hours**

Clause 24.1

8.00am – 5.00pm

### **1.28 Designated Environment**

Clause 24.1

As per attachments;

- QBCC Phase 1 and Phase 2 Functional Requirements
- QBCC Scope and Requirements

## 8. ICT Professional Services

The following Details to be completed if the Customer is procuring ICT Professional Services (refer clause 5.7 of the General Contract Conditions).

### 8.1 ICT Professional Services

#### Description of ICT Professional Services

##### Guiding Design Principles

Below lists a number of guiding design principles for target state solution delivery of Phase 1 and Phase 2 that will be adhered -

- ServiceNow delivery best practice used (unless conflicting with remaining principles)
- Target process design to be aligned with ITIL V4 for Information Technology Service Management (ITSM) processes
- Use “out-of-the-box” functionality wherever possible unless it specifically does not meet a particular business requirement
- Staged release of functionality rather than “big bang” approach
- Release of functionality needs to cater for operational workloads of QBCC staff and their availability as determined by QBCC
- Evidenced based success criteria to be used at each design delivery milestone
- As built delivered solution design will be aligned with specified design (during each planning phase) unless variations are agreed to by the overarching governance committee

#### **Service Improvement Program – Phase 1**

##### Capture current state usage of existing ITSM toolset

Understand how the current ITSM toolset (Cherwell) is being used within QBCC. This extends out to a number of internal business units (IT Service Desk, Facilities Management, Ministerial Communications and Records Management) who manage jobs requests through the toolset.

Key considerations are;

- number of users within each business unit who currently have access to job queues
- performed work and close out jobs
- generation and access to reporting
- approval of requests
- the need to provide an “internal customer” service catalogue via an online portal access (for IT Service Desk and Facilities Management)

Identify what data needs to be available within the new system on day 1 of production go-live and what data may need to be accessible off-line.

Identify which reports are currently used within each environment and which of these need to be available in the target system or can be replaced with more comprehensive versions.

Identify what Key Performance Indicators are currently tracked and need to be available in the target system.

##### Target State Design Requirements for Phase 1 (and Phase 2)

For a list of functional system requirements, refer to the included file “*QBCC Enterprise Service Management Requirements.xlsx*”.

## **Service Improvement Program – Phase 2**

Additional functionality associated with Phase 2 will be required to be delivered after a successful completion of Phase 1 and proven operational success. Timing of Phase 2 delivery will be determined by the internal QBCC steering committee post Phase 1 and subject to meeting the successful criteria of Phase 1.

### **Deliverables**

Refer attached;

- QBCC Phase 1 and Phase 2 Functional Requirements

## **8.2 Service Period**

Clause 5.7(a)

### **Start of Service Period**

TBC

### **End of Service Period**

TBC

## **8.3 Delivery Date**

Clause 5.7(b)(ii)

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

Not Applicable

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

Business Hours is defined as 8.00am – 5.00pm unless specified otherwise in the Details.

## **8.4 Professional standards**

Clause 5.7(b)(iii)

Clause 5.7(b)(iii) provides that the ICT Professional Services must be supplied in accordance with the professional standards applicable to the ICT Professional Services as specified in the Details.

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

As defined by the professional standard of ICT Professional Services and the guidelines as outlined in the Nexon Asia Pacific employment contract.

## **8.5 Notification Period**

Clause 5.7(e)(ii)

Where the supply of the ICT Professional Services does not involve the supply of specific Deliverables, clause 5.7(e)(ii) provides that the Customer may notify the Supplier of any failure of the ICT Professional Services to meet the requirements within 30 days of the delivery of the ICT Professional Services or such other period specified in the Details, and the Supplier must then take all necessary steps to ensure that the ICT Professional Services comply with the requirements. Insert notification period (if applicable) if this is to be a different period to the default period of 30 days.

## **8.6 Warranty Period**

Where the supply of the ICT Professional Services involves the supply of Deliverables, specify the applicable Warranty Period for the Deliverables. The Warranty Period is defined to commence on the AAD of the Deliverable, unless otherwise specified in the Order Documents. Specify commencement and duration of Warranty Period.

Duration is to be minimum 120 days

## 9. Forming the Contract

### 9.1 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.

### 9.2 Forming the Contract

#### 9.2.1 Agreement by Supplier

The Supplier will sign in this section. By signing, the Supplier is offering to enter the Contract 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	23/6/2022	
.....		)
<b>EXECUTED</b> for and on behalf of:		)
		)
Nexon Asia Pacific Pty Ltd		)
Name of Supplier		)
by its Authorised Representative, in		)
the presence of:		)
		)
		)
Signature of witness		)
		)
ANTHONY GEBBIE		)
.....		)
Name of witness (block letters)		)
		)
	Signature of Authorised Representative	)
	By executing this agreement the signatory warrants	)
	that the signatory is duly authorised to execute this	)
	agreement on behalf of the Supplier	)
		)
	Clinton Smith	)
	Name of Authorised Representative (block letters)	)
		)
	General Manager - Sales Operations	)
	Position of Authorised Representative	)

### 9.2.2 Agreement by Customer

Date 24/6/2022

**EXECUTED** for and on behalf of:

Queensland Building and Construction Commission ) *Jeremy Janes*

..... ) .....

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

) agreement on behalf of the Customer

) *Jeremy Janes*

) .....

Signature of witness ) Name of Authorised Representative (block letters)

*Gavin Hitchcock* ) Chief Information officer

..... ) .....

Name of witness (block letters) ) Position of Authorised Representative

## Schedule 1 – Price and Payment Terms

### 1.1 Price

If the Customer requires that a maximum total Price be specified for the Contract (which may not be exceeded except as expressly stated in the Contract, unless the Customer consents) this should be specified here.

\$457,479.00 Inc GST

### 1.2 Expenses

Not Applicable

### 1.3 Price reviews (including during any extension period(s))

Not Applicable

### 1.4 Payment plan/milestones

The Supplier may invoice the Customer after successful achievement of the milestones as follows:

Payment as incurred monthly in arrears supported by a customer service report detailing the work completed.

All invoices are payable within 30 days from invoice date.

### 1.5 Rates for additional Products and Services (if applicable)

Role	Hourly Rate (ex GST)	Daily Rate (ex GST)
Principal Consultant / Architect	\$225.00	\$1,710.00
Project Manager	\$210.00	\$1,596.00
Change Manager	\$225.00	\$1,710.00
Process Analyst / Business Analyst	\$210.00	\$1,596.00
Senior Consultant (ServiceNow)	\$210.00	\$1,596.00
Consultant / Developer (Onshore)	\$180.00	\$1,368.00
Consultant / Developer (Offshore)	\$120.00	\$912.00

### 1.6 Payment methods

Bank: Nexon Asia Pacific Pty Limited

Account Name: Westpac

BSB Number: 032 060

Account Number: 558 002

### 1.7 Discounts or rebates

N/A

**1.8 Address details for invoice**

QBCC Accounts Payable – [isinvoices@qbcc.qld.gov.au](mailto:isinvoices@qbcc.qld.gov.au)

**1.9 Other pricing information**

Not Applicable

**END OF DOCUMENT**

---