

Schedule 3 - Review Procedures

1. Submission and review

1.1 Submission

- (a) Project Co must submit all documents, data or other information which the Agreement requires it to provide (**Submitted Documents**) to the State, the State Representative or the Independent Certifier (as applicable) (**Reviewing Party**) for review or approval in accordance with this Schedule 3 and the terms of the Agreement.
- (b) With each Submitted Document, Project Co must provide:
 - (i) details of the Submitted Document, its nature and the relevant Clause or Schedule of the Agreement in accordance with which it is submitted for review; and
 - (ii) any other information required in accordance with the Agreement or otherwise necessary for the review of the Submitted Document in accordance with this Schedule 3.

1.2 Review

- (a) The Reviewing Party must review the Submitted Document submitted in accordance with Section 1.1 and provide any comments in writing to Project Co in accordance with this Schedule 3 and the Agreement within the Review Period.
- (b) For the purpose of this Schedule 3, subject to Section 7.1, "**Review Period**" means 15 Business Days.

2. Further information

Project Co must as soon as possible upon request by the Reviewing Party:

- (a) submit any further information, data or documents;
- (b) make available appropriately qualified personnel; and
- (c) provide access to Project Co's books, records and systems,

that the Reviewing Party reasonably requires in order to review the Submitted Document and respond in accordance with this Schedule 3.

3. Review in stages

- (a) If Submitted Documents are to be reviewed in stages, each stage must be submitted for review and the review completed in accordance with this Schedule 3 before any subsequent stage may be submitted for review.
- (b) If, for any reason, any stage is reviewed out of sequence as a consequence of any act or omission of Project Co, the Reviewing Party will be entitled to further review or complete a new review of those stages of the Submitted Documents that have already been reviewed in accordance with this Schedule 3.

4. Comments on Submitted Document

4.1 Comments or no comments

The Reviewing Party may return a Submitted Document to Project Co with or without comment. If the Reviewing Party has no comments on a Submitted Document, the Reviewing Party may mark that document with a statement 'No comment'.

4.2 Failure to comment

Except in the case of the Submitted Documents described in Section 7.4, if the Reviewing Party fails to comment on or respond to any Submitted Document within the Review Period, then the Reviewing Party will be deemed to have returned the Submitted Document to Project Co with 'No comment'.

4.3 Response to Submitted Document

The Reviewing Party may provide comments in connection with a Submitted Document, approve or reject a Submitted Document in accordance with Section 5.

4.4 Substantiate rejection or comments

If the Reviewing Party provides Project Co with comments in connection with the Submitted Document or rejects the Submitted Document in accordance with Section 5, the Reviewing Party must provide sufficient detail to Project Co to substantiate those comments or that rejection.

5. Grounds on which State and the Independent Certifier may comment or reject

5.1 General

Subject to Section 5.6, the Reviewing Party may provide comments in connection with, or reject, a Submitted Document if:

- (a) the Submitted Document:
 - (i) is incomplete or inaccurate, of poor quality, is ambiguous or unclear or otherwise is not in a condition to allow the Reviewing Party, in its reasonable opinion, to adequately review it;
 - (ii) does not comply with the relevant Laws, Authorisations or Quality Standards; or
 - (iii) is otherwise not in accordance with, or is not submitted in accordance with, the requirements of the State Project Documents (including that Project Co will not satisfy the FFP Warranty or the Design Requirements); or
- (b) the Reviewing Party is of the view, acting reasonably that the implementation of the Submitted Document or proceeding on the basis of the Submitted Document would:
 - (i) adversely affect any right of the State in accordance with a State Project Document, the State's ability to perform its obligations under a State Project Document or any of its statutory functions or its ability to enforce any such right;

- (ii) not allow Project Co to comply with its obligations in accordance with the State Project Documents (including the FFP Warranty); or
- (iii) likely result in an increase to the State's liabilities or contingent liabilities under a State Project Document.

5.2 Works Program

If the Submitted Document is the Works Program, in addition to its rights in accordance with Section 5.1, the Reviewing Party may provide comments in connection with the Works Program or reject the Works Program and Project Co must amend the Works Program accordingly if:

- (a) the Works Program is inconsistent with or is otherwise not in accordance with Schedule 6 to the Agreement (Programming Requirements);
- (b) compliance with the Submitted Document would mean that any Completion would not be achieved by the relevant Date for Completion; or
- (c) compliance with the Submitted Document would materially increase the likelihood of disruption to the timing for the commencement of the provision of Facility Functions at the Facility.

5.3 Maintenance plan

If the Submitted Document is an Operating Phase Maintenance Lifecycle Plan, Annual Works Plan or Monthly Works Plan (as defined in Schedule 13 to the Agreement (Services Specifications), or any revision to any such plan, in addition to its rights under Section 5.1, the Reviewing Party may provide comments in respect of the Submitted Document or reject the Submitted Document and Project Co must amend the Submitted Document accordingly if:

- (a) carrying out the maintenance in the period or at the times suggested would interfere with the carrying out of the Facility Functions beyond that which is absolutely necessary or could otherwise be avoided;
- (b) the safety of Facility Users would be adversely affected; or
- (c) the period for carrying out the Scheduled maintenance would exceed the period reasonably required for the relevant maintenance activity.

5.4 Utilities, Medical Gases and Mural Works agreements

Without limiting the State's rights or Project Co's obligations under the Agreement, where the Submitted Document is an agreement for the supply of Utilities or Medical Gases (as defined in Schedule 13 to the Agreement (Services Specifications) or in respect of the Mural Works, in addition to its rights under Section 5.1, the Reviewing Party may provide comments in respect of the relevant agreement or reject the relevant agreement where:

- (a) the Reviewing Party considers (acting reasonably) that the prices included in the agreement are too high; or
- (b) the terms of the agreement are otherwise not acceptable to the Reviewing Party (acting reasonably); and
- (c) in each case, the Reviewing Party has provided reasonable details of the elements of the price considered excessive or the terms of the agreement considered not acceptable (as applicable).

5.5 Design Documentation

If the Submitted Document is Design Documentation, in addition to its rights under Section 5.1, the Reviewing Party may provide comments in respect of, or reject, the Submitted Document where the Submitted Document:

- (a) is not in accordance with the Design Requirements; or
- (b) is not submitted in accordance with the Design Development Process.

5.6 Operating Phase Site Plan

If the Submitted Document is the Operating Phase Site Plan or amended Operating Phase Site Plan, the State must approve the Submitted Document where the Submitted Document accurately sets out the boundaries of the Operating Phase Site.

6. Document management

6.1 Copies of Submitted Documents

- (a) Unless otherwise stated in the Agreement, Project Co must provide:
 - (i) three paper copies original;
 - (ii) one electronic version in .pdf format; and
 - (iii) one electronic version in original format (in accordance with paragraph (b)),of each Submitted Document to the Reviewing Party for review in accordance with this Schedule.
- (b) An electronic copy of a Submitted Document must be an electronic copy of that document in the format of the software in which the document was originally created that has been configured to allow the person to whom the electronic copy is provided to access and amend the information contained therein in the same manner as could the original creator(s) of that document.

6.2 Register of Submitted Documents

Project Co must compile and maintain a register of the date of submission and content of each Submitted Document and must regularly update that register to record:

- (a) each Submitted Document to which it receives a response or comment from the Reviewing Party, including a copy of that response or comment; and
- (b) each Submitted Document to which it receives no response or comment or is deemed not to receive any response or comment in accordance with Section 4.1 or 4.2 (as applicable).

7. Compliance with Submitted Documents

7.1 Rejected or commented on Submitted Document

Subject to Section 7.2, if the Reviewing Party comments on or rejects a Submitted Document in accordance with Section 5, Project Co must:

- (a) amend the Submitted Document in accordance with the comments of the Reviewing Party to the extent necessary to ensure that the Submitted Document meets the requirements of the Agreement; and
- (b) resubmit the revised Submitted Document to the Reviewing Party,

and the provisions of Sections 1 to 6 will reapply to the amended document until such time as the Submitted Document is returned to Project Co without any comment, is approved by the Reviewing Party or is deemed to have been returned with 'No comment' in accordance with Section 4.2. In respect of any resubmitted document, the Review Period will be the Review Period specified under Section 1.2, unless agreed otherwise between Project Co and the Reviewing Party.

7.2 Disputed amendments

- (a) If Project Co does not agree that any amendments requested by the Reviewing Party to a Submitted Document are required, Project Co and the Reviewing Party must meet to try to resolve the difference of opinion in good faith.
- (b) If, following good faith negotiations, Project Co still disputes that any amendments are required to the Submitted Document, Project Co may refer the matter for determination in accordance with Clause 45 of the Agreement and Clause 2.5 of Schedule 5 to the Agreement (Design Development) will apply.

7.3 Submitted Document with 'No Comment'

If the Reviewing Party returns a Submitted Document to Project Co:

- (a) without any comment (except in the case of the Submitted Documents described in Section 7.4) or which is deemed to have been returned with 'No comment' in accordance with Section 4.2;
 - (b) with the statement 'No comment';
 - (c) which is determined in accordance with Section 7.2 not to require any further amendment,
- then,
- (d) Project Co must deliver the Project in accordance with the Submitted Document and otherwise in accordance with the Agreement;
 - (e) subject to paragraph (f), Project Co may depart from that document where it is necessary to do so to comply with this Agreement; and
 - (f) if Project Co wishes to depart from that document, then:
 - (i) it may do so subject to giving the Reviewing Party prior written notice of this intention together with an updated version of the Submitted Document incorporating all or any changes proposed; and
 - (ii) the provisions of Sections 1 to 6 shall apply again to such re-submission.

7.4 Submitted Documents to be 'Approved'

For the purposes of Clauses 3.4 and 31.1(b) of the Agreement, if the Reviewing Party returns a Submitted Document to Project Co with the statement 'Approved', or if a Submitted Document is determined in accordance with Section 7.2 not to require any further amendment

this will constitute approval of the Submitted Document for the purposes of the Agreement and Sections 7.3(d) to 7.3(f) shall apply.

8. No limitation on obligations

- (a) Except as otherwise expressly provided in the Independent Certifier Deed of Appointment, the Reviewing Party does not owe any duty of care to Project Co to review at all, or in reviewing, commenting or failing to comment on, accepting, approving, endorsing or rejecting a Submitted Document, to detect defects, errors, omissions or non-compliances with the State Project Documents, any Law or any Authorisation.
- (b) Notwithstanding this Schedule, where in the Agreement the words 'review', 'comment', 'accept', 'endorse', 'approve', 'consent' or 'reject' (or other grammatical forms of those words) are used in relation to documents of any kind, including Submitted Documents, or where such words are used by the Reviewing Party, then those words, their use and the acts or omissions associated with them (including pursuant to this Schedule) do not in any way:
 - (i) relieve Project Co from, or alter, affect or reduce, the obligations and Liabilities of Project Co in accordance with the State Project Documents or at Law;
 - (ii) constitute any representation that any Submitted Document complies with the State Project Documents;
 - (iii) prejudice the State's rights against Project Co, whether in accordance with the State Project Documents or otherwise according to Law; or
 - (iv) affect the time for performance of the State's obligations in accordance with the State Project Documents.
- (c) The review, comment or failure to comment on, accept, endorse, approve or consent to, any Submitted Document will not be evidence that any Works or Services have been or will be undertaken or performed in accordance with the State Project Documents.
- (d) Project Co agrees that:
 - (i) Project Co will not be entitled to make any Claim against the Reviewing Party whether in accordance with the Agreement or at Law for any Liabilities incurred by Project Co in connection with any review, comment or failure to comment on, or acceptance, approval, endorsement or rejection of, a Submitted Document; and
 - (ii) without limiting paragraph (d)(i), Project Co will not be entitled to make any Claim against the Reviewing Party in connection with any delay in the review of a Submitted Document.