

**SCHEDULE 11****REVIEW PROCEDURE****PART A – DESIGN DEVELOPMENT****1. Definitions**

1.1 The following terms shall have the following meanings:

- (a) “Submittal” has the meaning given in Section 2.1 of this Schedule.
- (b) “Submittal Schedule” means the schedule for Submittals prior to the Substantial Completion Date attached as Appendix A to this Schedule as amended in accordance with this Schedule.

**2. Submittals**

2.1 The provisions of Part A of this Schedule shall apply to the Design Data and any and all items, documents and anything else required or specified by this Agreement in respect of the Works to be submitted to, reviewed, accepted or otherwise processed by Health Co in accordance with the Review Procedure prior to Substantial Completion or after Substantial Completion in respect of the completion of Minor Deficiencies, including any and all subsequent revisions, amendments and changes thereto (collectively and individually, “Submittal” or “Submittals” as applicable).

**3. Submittal Schedule**

3.1 The Submittal Schedule may be amended by agreement of the Parties, or in the event the Parties cannot agree, by Project Co acting reasonably, in each case in accordance with the terms of this Section 3. Any amendment to the Submittal Schedule shall provide for a progressive and orderly flow of Submittals from Project Co to Health Co’s Representative to allow sufficient time for review of each Submittal by Health Co’s Representative, taking into account both the resources necessary to be available to Health Co’s Representative to conduct such review (as anticipated by or inferred from the Submittal Schedule attached as Appendix A to this Schedule) and whether delay in the approval of the subject matter of the Submittal shall have a material impact on Project Co’s ability to progress future anticipated Submittals and the Works in accordance with the Detailed Works Schedule.

3.2 The Submittal Schedule and any amendment to the Submittal Schedule shall allow a period of 10 Business Days (or such longer period as the Parties may agree) from the date of receipt for review of and response to each Submittal, provided that if Project Co has made major changes to the grouping and volume of Submittals, such period of time shall be adjusted by Project Co, acting reasonably, taking into account the factors set forth in Section 3.1 of this Schedule.

3.3 Project Co shall in scheduling Submittals and in the performance of the Project Operations, allow adequate time prior to performing the Project Operations that are the subject of the Submittals, for review of the Submittals and for Project Co to make

changes to Submittals that may be required if comments are received on the Submittals, such review and required changes to be in accordance with this Schedule.

- 3.4 If the Submittal Schedule indicates that a large number of Submittals will be made at one time, Health Co's Representative may, at Health Co's Representative's discretion, request a longer period for review or a staggering of the Submittals, and Project Co shall review and if appropriate revise the Submittal Schedule accordingly, taking into account both the resources necessary to be available to Health Co's Representative to conduct such review (as anticipated by or inferred from the Submittal Schedule attached as Appendix A to this Schedule) and whether delay in the approval of the subject matter of the Submittal shall have a material impact on Project Co's ability to progress future anticipated Submittals and the Works in accordance with the Detailed Works Schedule.
- 3.5 Project Co shall submit the Submittal Schedule, as amended, to Health Co on a monthly basis until the Substantial Completion Date.
- 3.6 All amended Submittal Schedules shall be required to meet all the requirements of this Section 3.
- 3.7 Project Co shall submit all Submittals to Health Co in accordance with the current amended Submittal Schedule.
- 3.8 If Health Co rejects a Submittal or requires a Submittal to be resubmitted and such rejection or requirement is not in accordance with the terms of this Schedule, such action by Health Co shall constitute a Delay Event and a Compensation Event. Except in respect of a Delay Event or Compensation Event, Project Co shall not be entitled to any extensions of time or additional cost for delays and additional costs caused as a result of the late submission of Submittals to Health Co or, subject to Sections 6.2 and 11.2 of this Schedule, by Submittals which are rejected and required to be re-submitted in accordance with the terms of this Schedule.

#### **4. General Requirements for Submittals**

- 4.1 Unless otherwise specified by Health Co's Representative, Project Co shall issue 3 printed copies of all Submittals to Health Co, together with an electronic copy in a format agreed by the Parties acting reasonably and one printed copy of each Submittal to the Independent Certifier.
- 4.2 Project Co shall compile and maintain a register of the date and contents of the submission of all Submittals and the date of receipt and content of all returned Submittals and comments thereon.
- 4.3 All Submittals shall be in English.
- 4.4 All Submittals required by this Agreement or by Applicable Law to be signed or sealed by persons with professional designations (including where applicable by registered professional architects or engineers) shall be so signed and, where applicable, sealed.

- 4.5 All Submittals shall include copies of all documents to be reviewed and shall clearly identify the purpose of the Submittal and Project Co's proposed course of action relating to the Submittal and the Project Operations that are the subject of the Submittal.
- 4.6 All Submittals shall, where applicable, refer to the relevant provisions of the Output Specifications, and to any Design Data that has previously been subject to review.
- 4.7 When Project Co submits a Clinical Functionality Report, Project Co shall specifically identify all elements of Clinical Functionality, including where applicable, references to the Clinical Output Specifications and Non-Clinical Output Specifications.
- 4.8 All Submittals shall be clearly identified as a Submittal and shall be delivered with appropriate covering documentation, which shall include a list of all attached Submittals and for each Submittal: the document number(s) or drawing number(s); revision numbers (if applicable); document or drawing title(s); name of entity that prepared the Submittal; the Submittal history showing date and delivery information and/or log number of all previous submissions of that Submittal; and identification of any previous Submittal superseded by the current Submittal.

## 5. Comments

- 5.1 Health Co's Representative shall review and respond to each Submittal in accordance with the time periods specified in this Schedule. Health Co's Representative shall return Submittals to Project Co and assign one of the following 3 comments:
- (a) "REVIEWED";
  - (b) "CORRECT DEFICIENCIES"; or
  - (c) "REJECTED".
- 5.2 The comment "REVIEWED" will be assigned to those Submittals that, in the opinion of Health Co's Representative, conform to the requirements of this Agreement. Project Co shall comply with and implement such Submittals.
- 5.3 The comment "CORRECT DEFICIENCIES" will be assigned to those Submittals that, in the opinion of Health Co's Representative, generally conform to the requirements of this Agreement, but in which minor deficiencies have been found by Health Co's Representative's review. Project Co shall correct these Submittals and provide a copy of the corrected Submittals to Health Co's Representative before Project Co implements such Submittals for the purposes of the Project Operations. Project Co shall comply with and implement such Submittals after correction, including in accordance with the comments. If at any time it is discovered that Project Co has not corrected the deficiencies on Submittals stamped "CORRECT DEFICIENCIES", then Project Co will be required to modify the Submittals and Project Operations, including the Facility if applicable, as required to correct the deficiencies and Project Co may be required, at Health Co's Representative's discretion, to resubmit relevant Submittals. In such circumstances Health Co's Representative shall act promptly in considering whether such deficiencies have been corrected and Project Co shall obtain such confirmation prior to continuing. No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal.

- 5.4 The comment “REJECTED” will be assigned to those Submittals that, in the opinion of Health Co’s Representative, contain significant deficiencies or do not generally conform with the requirements of this Agreement, including this Schedule. Project Co shall correct and re-submit these Submittals within 20 days after the comment has been provided to Project Co, or such longer period as Project Co may reasonably require, and (unless the Submittal is re-submitted within 5 Business Days) shall give Health Co’s Representative not less than 5 Business Days’ notice of when the Submittals shall be resubmitted. Health Co’s Representative will then review such re-submitted Submittals and assign a comment to the corrected Submittal. The Submittals shall be corrected, revised and resubmitted as often as may be required to obtain a comment that permits Project Co to proceed. Except with the written consent of Health Co’s Representative, Project Co shall not proceed with any Project Operations to which such Submittals receiving the comment “REJECTED” relate until Project Co obtains a comment that permits Project Co to proceed. No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal.
- 5.5 If Health Co’s Representative does not respond to a Submittal within the time period required in accordance with Section 3.2 of this Schedule, the Submittal shall be deemed “REVIEWED” and Project Co may proceed with and implement the Project Operations on the basis set forth in the applicable Submittal without any further action or documentation required.
- 5.6 Where Health Co’s Representative issues the comment “CORRECT DEFICIENCIES” or “REJECTED”, Health Co’s Representative shall provide reasons for the comment, referencing the particulars of the Section(s) of the Project Agreement (including the Output Specifications and other Schedules) that the Submittal fails to satisfy, and if requested by Project Co’s Representative, Health Co’s Representative shall meet with Project Co’s Representative to discuss the reasons for the comment.
- 5.7 If at any time after assigning any comment to a Submittal or where Section 5.5 above has applied, Health Co’s Representative or Project Co discovers significant deficiencies or any failure to conform to the requirements of this Agreement, Health Co’s Representative may revise the comment assigned to any Submittal. If the Parties agree or it is determined in accordance with Section 6 below that the revised comment is correct, Project Co shall make all such corrections to the Submittals and the Project Operations. No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal.
- 5.8 For the purpose of facilitating and expediting the review and correction of Submittals, Health Co’s Representative and Project Co’s Representative shall meet as may be mutually agreed to discuss and review any outstanding Submittals and any comments thereon.
- 5.9 Where a Submittal is voluminous, Health Co’s Representative at his or her discretion may elect to stamp only the cover page or first sheet of the Submittal with the appropriate comment, if any, and return to Project Co the cover page or first page together with individual pages or sheets on which comments are made, together with an explanation of the status of all pages not returned to Project Co. Any pages not returned without such an explanation as to their status shall be deemed to be “REVIEWED” by Health Co.
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5.10 In lieu of returning a Submittal, Health Co's Representative may by letter notify Project Co of the comment assigned to the Submittal and if such comment is "CORRECT DEFICIENCIES" or "REJECTED" the letter shall contain comments in sufficient detail for Project Co to identify the correction sought.

## **6. Disputes**

6.1 If Project Co disputes any act of Health Co or Health Co's Representative in respect of a Submittal or Submittal Schedule, Project Co shall promptly notify Health Co's Representative and the Independent Certifier of the details of such Dispute and shall submit the reasons why Project Co believes a different comment should be assigned, together with appropriate supporting documentation. Health Co's Representative shall review the Submittal, the reasons and supporting documentation and within 5 Business Days after receipt thereof shall either confirm the original comment or notify Project Co of a revised comment. If Health Co's Representative confirms the original comment, Project Co may request the Independent Certifier to resolve the Dispute and render a decision within 5 Business Days of such request.

6.2 If either Party is not satisfied, acting reasonably, with the resolution of the Independent Certifier, subject to Section 11.2 either Party may refer the matter for determination in accordance with Schedule 30 - Dispute Resolution Procedure.

## **7. Effect of Review**

7.1 Any review and comment by Health Co or Health Co's Representative of any Submittals is for general conformity to the obligations and requirements of this Agreement, and any such review and comment shall not relieve Project Co of the risk and responsibility for the Project Operations and for meeting all of its obligations and requirements of this Agreement, and shall not create any new or additional obligations or liabilities for Health Co. Without limiting the generality of the foregoing any and all errors or omissions in Submittals or of any review and comment shall not exclude or limit Project Co's obligations or liabilities in respect of the Works under this Agreement or exclude or limit Health Co's rights in respect of the Works under this Agreement.

## **8. Submittal Explanation**

8.1 At any time, Health Co's Representative may, acting reasonably, require Project Co, including Project Co's consultants, Subcontractors, and any other relevant personnel, at no additional cost to Health Co, to explain to Health Co's Representative and Health Co's advisors the intent of Project Co's Submittals, including in relation to any design and any associated documentation and as to its satisfaction of the Output Specifications.

## **9. Revisions**

9.1 Project Co shall ensure that Submittals keep the same, unique reference number throughout the review process, and that all subsequent revisions of the same Submittal are identified by a sequential revision number. Correspondence related to such Submittal shall reference the reference number and revision number.

9.2 Re-submittals shall clearly show all revisions from the previous Submittal. Bound documents, including reports and manuals, shall contain a preface that clearly states

how revisions are marked and the previous revision number against which the revisions have been marked. A consistent format for mark-ups of documents shall be used (e.g. deletions struck out and additions underscored). Revised portions of drawings shall be clearly marked (with appropriate means to visually distinguish between the parts of the drawing that are revised and the parts that are not revised) and the revision number and description of the revision shall be included on the drawing.

- 9.3 All revisions on print media shall be initialled by hand by the individual designer, design checker and, where applicable, by the drafter and the drafting checker and shall identify the persons who initialled the Submittal. Electronic versions of the Submittal shall identify the persons who initialled the revisions to the printed version of the Submittal.
- 9.4 Project Co shall keep all Design Data current. If any Design Data is revised as part of a Submittal, all other Design Data relying on or based on that Design Data shall also be revised accordingly. All such revised Design Data shall also be submitted with the Submittal to which it relates.

## **10. Audit by Health Co's Representative**

- 10.1 Without limiting any other right under the Agreement, Health Co's Representative shall have the right to audit all Submittals, including comparing all Submittals to previous Submittals.
- 10.2 If during an audit or at any other time it is discovered by Health Co or Project Co (or resolved pursuant to Section 10.3 below) that any Submittals were not correctly implemented, Project Co shall at its sole cost immediately take all necessary steps to correct and modify the applicable Submittals and the Project Operations to which they relate and shall advise Health Co's Representative of all such corrections and modifications.
- 10.3 Any Dispute concerning the implementation of a Submittal, subject to Section 6.1 above, shall be referred in the first instance to the Independent Certifier for resolution.

## **11. Variations**

- 11.1 Subject to Section 11.2 below, no alteration or modification to the design, quality and quantity of the Project Operations arising from the development of detailed design or from the co-ordination of the design in connection with any Submittal shall be construed or regarded as a Variation.
- 11.2 If, having received comments from Health Co's Representative on any Submittal, Project Co considers that compliance with those comments would amount to a Variation, Project Co shall, before complying with the comments, notify Health Co of the same and, if it is agreed by the Parties, or is determined by the Independent Certifier that a Variation would arise if the comments were complied with, Health Co may, at its election, (a) issue a Variation Enquiry and it shall be dealt with in accordance with Schedule 25 - Variation Procedure or (b) amend its comment on the Submittal or (c) refer the matter to the Dispute Resolution Procedure in accordance with Section 6.2. Any failure by Project Co to notify Health Co in accordance with this Section 11.2 that Project Co considers compliance with any comments of Health Co's Representative would amount to a

Variation shall constitute an irrevocable acceptance by Project Co that any compliance with Health Co's Representative's comments shall be without cost to Health Co and without any extension of time.

**SCHEDULE 11****REVIEW PROCEDURE****PART B – NON DESIGN DEVELOPMENT****12. Submittals**

- 12.1 The provisions of Part B of this Schedule shall apply to any and all items, documents and anything else required or specified by this Agreement, other than Design Data, to be submitted to, reviewed, accepted or otherwise processed by Health Co in accordance with the Review Procedure after Substantial Completion except in respect of the completion of Minor Deficiencies, including any and all subsequent revisions, amendments and changes thereto (collectively and individually, “Submittal” or “Submittals” as applicable in this Part B of Schedule 11).
- 12.2 Project Co shall allow a period of 10 Business Days (or such longer period as the Parties may agree) from the date of receipt for review of and response to each Submittal.
- 12.3 Project Co shall allow adequate time prior to performing the Project Operations that are the subject of the Submittals, for review of the Submittals and for Project Co to make changes to Submittals that may be required if comments are received on the Submittals, such review and required changes to be in accordance with Part B of this Schedule.

**13. General Requirements for Submittals**

- 13.1 Unless otherwise specified by Health Co’s Representative, Project Co shall issue 3 printed copies of all Submittals to Health Co, together with an electronic copy in a format agreed by the Parties acting reasonably.
- 13.2 Project Co shall compile and maintain a register of the date and contents of the submission of all Submittals and the date of receipt and content of all returned Submittals and comments thereon.
- 13.3 All Submittals shall be in English.
- 13.4 All Submittals required by this Agreement or by Applicable Law to be signed or sealed by persons with professional designations (including where applicable by registered professional architects or engineers) shall be so signed and, where applicable, sealed.
- 13.5 All Submittals shall include copies of all documents to be reviewed and shall clearly identify the purpose of the Submittal and Project Co’s proposed course of action relating to the Submittal and the Project Operations that are the subject of the Submittal.
- 13.6 All Submittals shall, where applicable, refer to the relevant provisions of the Output Specifications.
- 13.7 All Submittals shall be clearly identified as a Submittal and shall be delivered with appropriate covering documentation, which shall include a list of all attached Submittals



and for each Submittal: the document number(s) or drawing number(s); revision numbers (if applicable); document or drawing title(s); name of entity that prepared the Submittal; the Submittal history showing date and delivery information and/or log number of all previous submissions of that Submittal; and identification of any previous Submittal superseded by the current Submittal.

#### 14. Comments

- 14.1 Health Co's Representative shall review and respond to each Submittal in accordance with the time periods specified in Section 12.2 of this Schedule. Health Co's Representative shall return Submittals to Project Co and assign one of the following 3 comments:
- (a) "REVIEWED";
  - (b) "CORRECT DEFICIENCIES"; or
  - (c) "REJECTED".
- 14.2 The comment "REVIEWED" will be assigned to those Submittals that, in the opinion of Health Co's Representative, conform to the requirements of this Agreement. Project Co shall comply with and implement such Submittals.
- 14.3 The comment "CORRECT DEFICIENCIES" will be assigned to those Submittals that, in the opinion of Health Co's Representative, generally conform to the requirements of this Agreement, but in which minor deficiencies have been found by Health Co's Representative's review. Project Co shall correct these Submittals and provide a copy of the corrected Submittals to Health Co's Representative before Project Co implements such Submittals for the purposes of the Project Operations. Project Co shall comply with and implement such Submittals after correction, including in accordance with the comments. If at any time it is discovered that Project Co has not corrected the deficiencies on Submittals stamped "CORRECT DEFICIENCIES", then Project Co will be required to modify the Submittals and Project Operations as required to correct the deficiencies and Project Co may be required, at Health Co Representative's discretion, to resubmit relevant Submittals. In such circumstances Health Co's Representative shall act promptly in considering whether such deficiencies have been corrected and Project Co shall obtain such confirmation prior to continuing. No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal.
- 14.4 The comment "REJECTED" will be assigned to those Submittals that, in the opinion of Health Co's Representative, contain significant deficiencies or do not generally conform with the requirements of this Agreement, including this Schedule. Project Co shall correct and re-submit these Submittals within 20 days after the comment has been provided to Project Co, or such longer period as Project Co may reasonably require, and (unless the Submittal is re-submitted within 5 Business Days) shall give Health Co's Representative not less than 5 Business Days' notice of when the Submittals shall be resubmitted. Health Co's Representative will then review such re-submitted Submittals and assign a comment to the corrected Submittal. The Submittals shall be corrected, revised and resubmitted as often as may be required to obtain a comment that permits Project Co to proceed. Except with the written consent of Health Co's Representative, Project Co shall not proceed with any Project Operations to which such Submittals

receiving the comment “REJECTED” relate until Project Co obtains a comment that permits Project Co to proceed. No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal.

- 14.5 If Health Co’s Representative does not respond to a Submittal within the time period required in accordance with Section 12.2 of this Schedule, the Submittal shall be deemed “REVIEWED” and Project Co may proceed with and implement the Project Operations on the basis set forth in the applicable Submittal without any further action or documentation required.
- 14.6 Where Health Co’s Representative issues the comment “CORRECT DEFICIENCIES” or “REJECTED”, Health Co’s Representative shall provide reasons for the comment, referencing the particulars of the Section(s) of the Project Agreement (including the Output Specifications and other Schedules) that the Submittal fails to satisfy, and if requested by Project Co’s Representative, Health Co’s Representative shall meet with Project Co’s Representative to discuss the reasons for the comment.
- 14.7 If at any time after assigning any comment to a Submittal or where Section 14.5 above has applied, Health Co’s Representative or Project Co discovers any significant deficiencies or any failure to conform to the requirements of this Agreement, Health Co’s Representative may revise the comment assigned to any Submittal. If the Parties agree or it is determined in accordance with Section 15 below that the revised comment is correct, Project Co shall make all such corrections to the Submittals and the Project Operations. No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal.
- 14.8 For the purpose of facilitating and expediting the review and correction of Submittals, Health Co’s Representative and Project Co’s Representative shall meet as may be mutually agreed to discuss and review any outstanding Submittals and any comments thereon.
- 14.9 Where a Submittal is voluminous, Health Co’s Representative at his or her discretion may elect to stamp only the cover page or first sheet of the Submittal with the appropriate comment, if any, and return to Project Co the cover page or first page together with individual pages or sheets on which comments are made, together with an explanation of the status of all pages not returned to Project Co. Any pages not returned without such an explanation as to their status shall be deemed to be “REVIEWED” by Health Co.
- 14.10 In lieu of returning a Submittal, Health Co’s Representative may by letter notify Project Co of the comment assigned to the Submittal and if such comment is “CORRECT DEFICIENCIES” or “REJECTED” the letter shall contain comments in sufficient detail for Project Co to identify the correction sought.

## 15. Disputes

- 15.1 If Project Co disputes any act of Health Co or Health Co’s Representative in respect of a Submittal under this Part B, Project Co shall promptly notify Health Co’s Representative of the details of such Dispute and shall submit the reasons why Project Co believes a different comment should be assigned, together with appropriate supporting

documentation. Health Co's Representative shall review the Submittal, the reasons and supporting documentation and within five Business Days after receipt thereof shall either confirm the original comment or notify Project Co of a revised comment.

- 15.2 If after such review by Health Co's Representative Project Co disputes the comment on a Submittal, subject to Section 20.1 Project Co may refer the matter for determination in accordance with Schedule 30 - Dispute Resolution Procedure.

## **16. Effect of Review**

- 16.1 Any review and comment by Health Co or Health Co's Representative of any Submittals is for general conformity to the obligations and requirements of this Agreement, and any such review and comment shall not relieve Project Co of the risk and responsibility for the Project Operations and for meeting all of its obligations and requirements of this Agreement, and shall not create any new or additional obligations or liabilities for Health Co. Without limiting the generality of the foregoing any and all errors or omissions in Submittals or of any review and comment shall not exclude or limit Project Co's obligations or liabilities under this Agreement in respect of matters related to the Submittal or exclude or limit Health Co's rights under this Agreement in respect of matters related to the Submittal.

## **17. Submittal Explanation**

- 17.1 At any time, Health Co's Representative may, acting reasonably, require Project Co, including Project Co's consultants, Subcontractors, and any other relevant personnel, at no additional cost to Health Co, to explain to Health Co's Representative and Health Co's advisors the intent of Project Co's Submittals, including as to its satisfaction of the Output Specifications.

## **18. Revisions**

- 18.1 Project Co shall ensure that Submittals keep the same, unique reference number throughout the review process, and that all subsequent revisions of the same Submittal are identified by a sequential revision number. Correspondence related to such Submittal shall reference the reference number and revision number.
- 18.2 Re-submittals shall clearly show all revisions from the previous Submittal. Bound documents, including reports and manuals, shall contain a preface that clearly states how revisions are marked and the previous revision number against which the revisions have been marked. A consistent format for mark-ups of documents shall be used (e.g. deletions struck out and additions underscored). Revised portions of drawings shall be clearly marked (with appropriate means to visually distinguish between the parts of the drawing that are revised and the parts that are not revised) and the revision number and description of the revision shall be included on the drawing.
- 18.3 All revisions on print media shall be initialled by hand by the individual designer, design checker and, where applicable, by the drafter and the drafting checker and shall identify the persons who initialled the Submittal. Electronic versions of the Submittal shall identify the persons who initialled the revisions to the printed version of the Submittal.

18.4 This Section 18.4 shall only apply to Design Data relevant to Submittals pursuant to the provisions of this Part B of this Schedule. Project Co shall keep all Design Data current. If any Design Data is revised as part of a Submittal, all other Design Data relying on or based on that Design Data shall also be revised accordingly. All such revised Design Data shall also be submitted with the Submittal to which it relates.

#### **19. Audit by Health Co's Representative**

19.1 Without limiting any other right under the Agreement, Health Co's Representative shall have the right to audit all Submittals, including comparing all Submittals to previous Submittals.

19.2 If during an audit or at any other time it is discovered by Health Co or Project Co that any Submittals were not correctly implemented, Project Co shall at its sole cost immediately take all necessary steps to correct and modify the applicable Submittals and the Project Operations to which they relate and shall advise Health Co's Representative of all such corrections and modifications.

#### **20. Variations**

20.1 If, having received comments from Health Co's Representative on any Submittal, Project Co considers that compliance with those comments would amount to a Variation, Project Co shall, before complying with the comments, notify Health Co of the same and, if it is agreed by the Parties, or is determined pursuant to Schedule 30 - Dispute Resolution Procedure, that a Variation would arise if the comments were complied with, Health Co may at its election, either issue a Variation Enquiry and it shall be dealt with in accordance with Schedule 25 - Variation Procedure or amend its comment on the Submittal. Any failure by Project Co to notify Health Co in accordance with this Section 20.1 that Project Co considers compliance with any comments of Health Co's Representative would amount to a Variation shall constitute an irrevocable acceptance by Project Co that any compliance with Health Co's Representative's comments shall be without cost to Health Co and without any extension of time.

**Appendix A**

Attached to and immediately following this page is a copy of the Submittal Schedule as of the date of this Agreement.