

- a. is intended to be of assistance to the Contractor and shall not be construed as a direction from [REDACTED] to the Contractor;
- b. shall not be taken as Approval or Acceptance of Supplies or work that does not conform to the Contract;
- c. shall not waive any provisions of, or release the Contractor from its obligations under the Contract; and
- d. shall be addressed by the Contractor prior to the [REDACTED] at which the data item is applicable or as part of the next update cycle for that data item, whichever is the earlier.

## **2.3.4 Data Item Approval**

**2.3.4.1** If the CDRL requires a data item to be submitted by the [REDACTED] Representative for Approval, then the [REDACTED] Representative shall, within the action period specified in the CDRL, notify the Contractor that the data item is either Approved or not Approved.

**2.3.4.2** [REDACTED] Representative determines that any data item subject to Approval submitted by the Contractor is not in accordance with the requirements of this Contract, the [REDACTED] Representative shall notify the Contractor accordingly. In such event, the data item shall not be considered to have been submitted and the data item shall be rectified at no additional cost to [REDACTED].

**2.3.4.3** If, under clause 2.3.4.1, the [REDACTED] Representative provides the Contractor with notice of non-Approval of a data item, then the [REDACTED] Representative shall notify the Contractor of the reasons for non-Approval and may provide details of any corrective action to be taken by the Contractor before the data item will be reconsidered for Approval.

**2.3.4.4** The [REDACTED] Representative's reasons for non-Approval of a data item shall be limited to those situations where, in the judgement of the [REDACTED] Representative, the data item submitted:

- a. is not clearly understandable;
- b. does not provide adequate detail;
- c. is inconsistent with the Contract, including related data items; or
- d. does not meet the objective of the data item.

**2.3.4.5** The [REDACTED] Representative may not withhold Approval of a data item for minor omissions or defects in the data item which are identified to the Contractor. In addition to the criteria for non-Approval detailed in clause 2.3.4.4, any subsequent Approval of an update to a data item that was previously Approved with minor omissions or defects shall be subject to the Contractor addressing those identified omissions or defects in the proposed update to the satisfaction of the [REDACTED] Representative.

**2.3.4.6** When the [REDACTED] Representative provides the Contractor with notice of non-Approval in accordance with clause 2.3.4.1, the Contractor shall, within a period equal to the [REDACTED] action period defined in the CDRL for the relevant data item (or within such further period as the [REDACTED] Representative may allow), deliver the rectified data item for Approval.

**2.3.4.7** If, within the time specified under clause 2.3.4.6, the Contractor submits the rectified data item as conforming to the requirements of the Contract, the [REDACTED] Representative shall be entitled to exercise the rights provided by this clause 2.3 as if the data item had been submitted by the Contractor for the first time.

**2.3.4.8** If, under clause 2.3.4.1, the [REDACTED] Representative provides the Contractor with notice of Approval, then the data item shall have effect in accordance with that Approval and the task comprising the development of that data item shall be deemed to be accomplished.

**2.3.4.9** Subject to clause 2.3.8, if the [REDACTED] Representative fails to furnish to the Contractor notice, of Approval or non-Approval, under clause 2.3.4.1, within the period specified in the CDRL, then the Contractor may be entitled to claim a postponement of the date for delivery of Supplies or a Milestone Date under clause 6.3 of the conditions of contract (COC).

**2.3.4.10** Approval of a data item by the [REDACTED] shall not be construed as:

- a. any more than an indication that the data item appears to the [REDACTED] Representative to be capable of being used as a basis for further work;
- b. limiting the Contractor's responsibility to provide Supplies in accordance with the requirements of the Contract; and
- c. an election to not enforce any right under this Contract or any cause of action arising out of or as a consequence of any act or omission of the Contractor or any Contractor Personnel.

### **2.3.5 Data Item Acceptance**

**2.3.5.1** When the SOW or the CDRL provides that a data item is to be submitted for Acceptance, the Contractor shall deliver the data item for Acceptance in accordance with clause 6.5 of the COC.

### **2.3.6 Data Items Delivered Under Contract Change Proposals**

**2.3.6.1** When the SOW or the CDRL provides that a data item is to be submitted via a CCP, the Contractor shall deliver the data item in accordance with clause 11.1 of the COC.

### **2.3.7 Data Item Updates**

**2.3.7.1** The Contractor shall maintain the accuracy, completeness and currency of all data items delivered under the Contract in accordance with the CDRL.

**2.3.7.2** If, under clause 2.3.7.1, changes to any data item become necessary, the Contractor shall submit a proposed amendment to the data item to the [REDACTED]

**2.3.7.3** A proposed amendment to any data item shall be subject to the same Review and Approval processes specified in this clause 2.3 to the extent of the effect of the proposed amendment.

**2.3.7.4** Until a proposed amendment to an Approved data item is Approved, the extant data item shall remain in effect.

**2.3.7.5** The Contractor shall bear all costs associated with data item maintenance, except to the extent that the [REDACTED] Representative otherwise agrees in writing.

### **2.3.8 Actioning of Data Items**

**2.3.8.1** The Contractor acknowledges and agrees that:

- a. the timeframes for the delivery of the data items by the Contractor and the actioning of those data items by the [REDACTED] in the CDRL have been determined in light of the numbers of personnel within the [REDACTED] team available to action the data items delivered by the Contractor;
- b. the [REDACTED] obligations to action the data items within the timeframes described in the CDRL is subject to the Contractor delivering the data items in accordance with the CDRL; and
- c. any delay of the Contractor in meeting its obligations under the Contract may result in the [REDACTED] not being able to action the data items within the timeframes specified in the CDRL.

**2.3.8.2** If at any time the Contractor's delivery of one or more data items changes because of a delay in the Contractor meeting its obligations under the Contract:

- a. the [REDACTED] shall use reasonable endeavours to action the data items within the timeframes described in the CDRL;