

## Comments

- **COMMENT by Terms and Conditions Material:**  
Supply of material to be as per samples approved and specification mentioned in the description field of the Purchase Order. **Accenture** reserves the right to reject the material if they do not meet the criteria laid down.

### **Invoice submission:**

Invoice should be submitted to the Bill to Address within 5 working days from the date of delivery of Goods/Services defaulting which the agreed credit term of 45 days from the date of invoice submission would lapse Service Provider. Invoices submitted for Goods/Services delivered to **Accenture** against a valid Purchase Order should mention the Purchase Order Number on the Invoice

### **Documents to be submitted with invoice:**

Purchase Order Copy designated **Accenture** Personnel received from an authorized / Delivery Challan? which should either have;

- a) Security Inward Seal duly signed by the authorized / designated **Accenture** Personnel or
- b) Duly acknowledged by the Indenter and carries a legible signature and date entered by the Indenter's confirming receipt of Goods/Services.

### **Payment:**

Within 45 days from the date of submission of invoice to the Accounts Payable Desk.

### **Penalty Clause:**

a. Quality & specification of product should match 100% as per PO / approved sample. Any deviation in either quality or specification of the product, the entire lot of products will stand rejected. Replacement of defective products to be done within the timeline as agreed with Client for whom the services will be taken by Accenture.

b. Any deviation from the scheduled delivery time line will attract a penalty of 5% of the total order value, which will be withheld at the time of making payment. "**Accenture**" means **Accenture Lanka (Private) Limited** . a Company incorporated under the Companies Laws of Sri Lanka bearing No. PV 95236 and having its registered Office at Level 13 West Tower World Trade Centre Echelon Square Colombo 00100 in the Democratic Socialist Republic of Sri Lanka

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"Goods" means the goods detailed in the Order.

"Intellectual Property Rights" means all intellectual and industrial property rights anywhere in the world including without limitation, any invention, patent, design or utility model rights, any copyright and trademarks, database rights, topography rights, commercial or confidential information, know how or trade secrets and any other rights of a like nature whether or not registered, and the right to apply for them.

"Order" means an order, either written or oral requesting the supply of Goods or Services.

“Services” means the services detailed in the Order.

“Specification” means the specification of the Goods or Services to be supplied pursuant to an Order detailing the description, function and performance of the Goods or Services.

“Service Provider” means the person or entity to which the Order is addressed.

“Conditions” means these terms and conditions of purchase.

## **1. Order**

1.1 The Order issued by **Accenture** will set out the Goods or Services required by **Accenture**, and the Service Provider agrees that any Goods or Services supplied under the Order shall be subject to these terms and conditions (Conditions) as set out herein, EXCEPT where **Accenture** and the Service Provider have agreed an **Accenture** issued agreement specific to the supply of the Goods or Services, in which case the terms of the agreement shall govern the supply of the Goods or Services and shall prevail over these Conditions.

1.2 Subject to Clause 1.1, the parties agree that the Order together with these Conditions includes all of the terms and conditions relating to the supply of Goods or Services specified in the Order to the exclusion of any other terms and conditions relating to such Goods or Services on any other purchase order, confirmation, invoice, payment slip or any other related document, including those documents issued by the Service Provider.

1.3 In the event that the Service Provider has to design, develop or manufacture goods specified on the Order specifically for **Accenture**, the Service Provider shall submit to **Accenture** a prototype and/or plans for approval. The Service Provider must obtain written confirmation from **Accenture** that the prototype and/or plans have been accepted and full production of the goods can commence before starting the work. **Accenture** will not be liable to reimburse any costs incurred by the Service Provider prior to receipt of this written confirmation.

## **2. Delivery**

2.1 With regard to performance of the Order by the Service Provider, time is of the essence. The Goods or Services shall be delivered or performed on the date and at the place specified in the Order.

2.2 Unless expressly agreed otherwise the Goods or Services shall be delivered during **Accenture** normal business day. Delivery and any other costs associated with the supply of the Goods or Services shall be at the Service Provider's own expense unless otherwise stated in the Order.

2.3 **Accenture** signature given on any delivery note or other documentation presented for signature in connection with delivery of the Goods or Services is evidence only of the number of packages received, and not evidence of actual quantity, quality or condition of Goods or Services.

## **3. Specifications, Rejection and Cancellation**

3.1 The Goods or Services must conform in all respects with the Specifications. All goods in the Goods or Services must be of sound materials, workmanship and (where you are responsible for this) design, and shall be equal in all respects to relevant samples or

patterns provided by or accepted by **Accenture**. All services shall be performed in a satisfactory manner and be free from all defects including (to the extent that you are responsible for design) defects in design or installation.

3.2 All Goods or Services must pass **Accenture** acceptance tests. **Accenture** shall be entitled to reject all Goods or Services that do not meet the provisions of Clause 3.1. If by the nature of the Goods or Services any defects or any failure to conform with Clause 3.1 does not or would not become apparent (despite the carrying out of any examination) until after use, **Accenture** may reject the same even after a reasonable period of use.

3.3 Any Goods or Services rejected under Clause 3.2 must at **Accenture** request be replaced or re-performed as the case may be by the Service Provider at the Service Provider's expense. Alternatively, **Accenture** may elect (at **Accenture** option) to cancel the Order pursuant to Clause 9 in respect of the Goods or Services in question and the whole of the remainder of the Goods or Services (if any) covered by the Order. All rejected Goods will be returned to the Service Provider at the Service Provider's expense.

3.4 The Goods or Services shall be in accordance with any applicable Sri Lankan and International standards. The Goods or Services shall comply at the time of delivery or performance with all relevant requirements of all applicable statute, statutory rule or order or other instrument having the force of law.

3.5 Notwithstanding **Accenture** rights under Clauses 3.3. **Accenture** shall be entitled to return any goods to the Service Provider for a full refund within 15 days of delivery without incurring any costs or charges whatsoever. The buyer is deemed to have accepted the goods when he intimates to the seller that he has accepted them, or when the goods have been delivered to him and he does any act in relation to them which is inconsistent with the ownership of the seller, or when, after the lapse of a reasonable time, he retains the goods without intimating to the seller that he has rejected them. This section may have limited application if it is construed that Accenture has accepted the goods which in turn will reduce certain rights that may have been available to you the buyer otherwise

### **3.6 Cancellation**

3.6.1 If a party is delayed or prevented from performing its obligations under the Order by circumstances beyond its reasonable control, such performance shall be suspended and if it cannot be completed within a reasonable time after the due date as specified in the Order, the Order may be cancelled by the other party.

3.6.2 Subject to Clause 3.6.1 **Accenture** reserves the right to cancel the whole or any part of the Order or any consignment on account thereof if the same is not completed in all respects in accordance with the instructions and Specifications specified in the Order and with the foregoing conditions, in particular with Clauses 2.1, 3.1, and 3.4, compliance with which by the Service Provider is of the essence. If **Accenture** so cancels the whole or any part of a Order or consignment it shall only be obliged to pay the Service Provider in relation to such items of the Order or consignment that have been expressly accepted by it. In the event of **Accenture** cancelling the Order as to all or any of the goods and/or the services covered thereby, **Accenture** shall be entitled to purchase from a third party a like quantity of Goods or Services of similar description and quality and in that event the Service Provider shall be liable to reimburse to **Accenture** on demand all additional expenditure incurred by **Accenture** in connection with **Accenture** said cancellation including any increase in price

over that stated on the Order.

#### **4. Inspection**

4.1 The Service Provider shall permit **Accenture** access to its premises at any reasonable time in order to inspect the Goods or Services in the course of manufacture, provision or storage. If, as a result of such inspection, **Accenture** is not satisfied that the Goods or Services will comply with the Order, it shall notify the Service Provider in writing and the Service Provider shall, as soon as possible, take all necessary steps to ensure compliance. An inspection or notification by **Accenture** shall not relieve the Service Provider of its obligations under the Order.

#### **5. Property and Risk**

5.1 Property and risk in goods shall pass to **Accenture** when they are delivered in accordance with Clause 3. Such passing of property and risk shall be without prejudice to any right of rejection arising under these Conditions.

#### **6. Fees and Payment**

6.1 Fees and the currency shall be as specified in the Order.

Note: Usually Sri Lanka companies can only make payment in LKR to fellow Sri Lankan Companies.

6.2 No increase in Fees shall be made or accepted unless agreed in writing by **Accenture**.

6.3 The Service Provider shall submit an invoice once the Goods or Services have been delivered. **Accenture** shall pay the Service Provider within 45 days of receipt of a correct and duly submitted invoice.

6.4 In consideration of the supply of goods or Services **Accenture** shall pay to the Service Provider fees in the amounts and at the rates set out in the relevant Project Letter/Order (plus taxes if applicable). Fees shall accrue monthly and the Service Provider shall submit one invoice monthly in arrears to **Accenture** in respect of such fees and taxes if applicable. The Service Provider shall include with the invoices supporting information. **Accenture** shall not account to the Service Provider for any fees save on receipt of such invoices and supporting documentation.

6.5 **Accenture** reserves the right to withhold payment against any invoice which is not submitted in accordance with the terms as specifies herein or which covers or purports to relate to the Goods/Services or any part thereof which have not been provided in accordance with this Conditions and shall forthwith notify the Service Provider accordingly in writing.

#### **7. Intellectual Property Rights**

7.1 The Service Provider warrants that neither the sale nor use of goods nor the performance of its services will infringe any Sri Lankan or foreign copyright, patent, trademark, registered design or any other Intellectual Property Rights whether or not similar to any of the foregoing.

7.2 The Service Provider shall indemnify **Accenture** from all actions, costs, claims, demands, expenses and liabilities whatsoever resulting from any actual or alleged infringement as set out in Clause 7.1 and the Service Provider shall defend or (at **Accenture** option) assist in the defense of any proceedings which may be brought in that connection.

7.3 In the event of such claim or action, the Service Provider shall forthwith do all things and take such action (including procuring any required licenses, consents or authorizations or modifying or replacing any infringing item) without charge to **Accenture** as shall be necessary to prevent or remedy (without detracting from the overall functions or performance) any infringement, provided that the Service Provider shall not act in any way which shall prejudice the Intellectual Property Rights of **Accenture**; the Service Provider shall at all times act in such a way as to minimize interruption and disruption to the operation of **Accenture** business.

7.4 The Intellectual Property Rights in all works of authorship created by the Service Provider in the course of execution of services ("Project Materials") shall vest immediately and exclusively in **Accenture**. In the event that the Service Provider requests and **Accenture** grants written consent such that the Intellectual Property Rights for specific Project Materials are not assigned to **Accenture**, the Service Provider hereby grants to **Accenture** and its affiliates an irrevocable royalty free license to use, copy or modify the Project Materials with a right to sub-license those Project Materials to third parties for the purposes intended by **Accenture** and notified to the Service Provider from time to time. Service Provider will take all necessary steps to assign, and (if required by **Accenture**) will procure that the Service Provider and Service Provider Personnel will assign, such Intellectual Property to **Accenture**. In respect of materials the intellectual property rights in which were vested in the Service Provider prior to the provision of the Services in question ("Pre-existing Materials"), the Service Provider hereby grants to **Accenture** and its affiliates a perpetual world-wide royalty free license to use, copy or modify the Pre-existing Materials with a right to sub-license them to third parties for the purposes intended by **Accenture** and notified to the Service Provider from time to time. The Service Provider shall ensure that all materials supplied in the course of providing the Services the intellectual property rights in which are vested in a third party, ("Third Party Materials") are clearly attributed and designated as Third Party Materials at the time of supply.

Where applicable, the Service Provider hereby waives all moral rights (as defined in the Copyright Designs and Patents Act 1988 (as amended) or equivalent legislation in other jurisdictions) in the deliverables supplied hereunder and agrees that it has obtained all waivers of moral rights and consents from any employee, agent, sub-contractor or other third party necessary to comply with its obligations hereunder.

7.5 Any drawings, specifications, data, documents, and other information provided by **Accenture** to the Service Provider in connection with the Order and all Intellectual Property Rights therein shall remain the property of **Accenture** and the Service Provider shall at all times keep confidential all such information and return it to **Accenture** on demand or upon completion of the Order

## **8. Provision of Services under this Conditions:**

8.1 The Service Provider warrants and undertakes that:

(i) the personnel performing the services shall at all times be either contractors or employees of the Service Provider and that nothing in this Agreement shall create an employment relationship between any employee or contractor of the Service Provider and **Accenture** or its affiliates, employees, agents and clients; and

(ii) it shall comply with all of its obligations under any relevant Sri Lankan employment laws and regulations in respect of any personnel performing the services, including paying all wages, over time, taxes, benefits, contributions and reimbursements in respect of its employment of personnel, and the Service Provider agrees that it shall indemnify and hold **Accenture**, its affiliates, employees, agents and clients harmless from and against all liabilities, obligations, proceedings, Court or Tribunal Orders, fines and penalties, damages, expenses, costs (including reasonable legal costs) claims and demands arising from any claim by any personnel performing the services in respect of the obligations pursuant to sub-clauses (i) and/or (ii) above.

(iii) The Service Provider alone will be entitled to dictate to Service Provider Employees in matters relating to the provision of the Services, without any interference or intervention whatsoever of **Accenture**. **Accenture** will not have any relation with the employees of the Service Provider and neither **Accenture** nor any of its officials will supervise or dictate to the Service Provider Employees about the manner of execution/accomplishment of the Services.

(iv) Service Provider/Service Provider, its employees and agents represents and warrants that it is aware of, understands, has complied with, and will comply at all times with all applicable laws and regulations of any jurisdiction in which the Service Provider acts, all applicable U.S. and foreign anti-corruption laws, including without limitation the U.S. Foreign Corrupt Practices Act ("FCPA"), U.K. Bribery Act and all other antibribery laws (all of the foregoing referred to as the "Anti-Corruption Laws"). Service Provider will provide to its employees and agents assigned to work for **Accenture** hereunder the summary of the requirements of the Anti-Corruption Laws and **Accenture** antibribery policy.

8.2 These Conditions together with a letter specifying the arrangements for services to be provided to **Accenture** (the "Project Letter/SOW") signed on behalf of the Service Provider/Service Provider (together referred to as the "Agreement") govern the provision of supply of goods or services by the Service Provider/Service Provider. For ease of expression, the Service Provider/Service Provider to whom the Project Letter/SOW is addressed is referred to as the "Service Provider", the services detailed in a Project Letter/SOW to be provided to **Accenture** are referred to as "the Services." "**Accenture** Representative" refers to the named individual in a Project Letter/SOW who on **Accenture** behalf is supervising the delivery of the Services. The "Service Provider's Representative(s)" refers to the employees, agents, sub-contractors or other third parties provided by the Service Provider to deliver the goods or services to **Accenture**. "Project Materials" means all works of authorship of the Service Provider's Representative(s) supplied in the course of providing the Services.

## 9 . Service Provider's Undertakings

9.1 The Service Provider warrants and undertakes to **Accenture** that:

(i) it has the necessary skill and expertise to provide the Services on the terms set out in the Agreement;

(ii) the Project Materials will be original works of authorship and the use or possession thereof by **Accenture** or the Service Provider will not subject **Accenture** or the Service Provider to any claim for infringement of any intellectual property rights of any third party;

(iii) the Services will be provided in a timely and professional manner and in accordance with the time schedules stipulated in the Project Letter/SOW, will conform to the standards generally observed in the industry for similar services and will be provided with the level of

skill and care expected of an experienced provider in the Service Provider's line of work;  
(iv) it shall not remove the person or persons named in the Project Letter/SOW as the Service Providers Representative(s), or identified as performing the Services, without the prior written approval of **Accenture** (such approval not to be unreasonably withheld or delayed) unless such persons leave the employment of the Service Provider or become incapable of performing the Services.

(v) no announcement or publicity concerning this Agreement or any matter ancillary thereto shall be made by the Service Provider without the prior written consent of **Accenture**;

(vi) neither the Service Provider nor any Service Provider's Representative(s) shall create any obligation, express or implied, or make any representation, on behalf of **Accenture** (or any client of **Accenture**) except as may be expressly authorized from time to time by **Accenture** and then only to the extent of such authorization.

9.2 The Service Provider represents and warrants that the provision of Services under this Agreement shall not be delayed, interrupted, degraded or otherwise adversely affected by the failure of any technology used by the Service Provider or by any of its Service Providers, sub-contractors, service providers or business partners.

9.3 The Service Provider shall comply with all applicable laws and regulations applicable for the performance of the obligations under the terms of this agreement;

## **10. Indemnity and Insurances**

10.1 The Service Provider shall indemnify **Accenture** and keep **Accenture** fully and effectively indemnified against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which **Accenture** may sustain or incur or which may be brought or established against it by any person and which in any case arise out of or in relation to or by reason of:

(i) the negligence, recklessness or willful misconduct of the Service Provider, or of employees, agents or sub-contractors of the Service Provider in the provision of the Services;

(ii) the breach of the Agreement or any of its terms;

(iii) any unauthorized act or omission by the Service Provider or the Service Provider's Representative(s);

(iv) the finding, by any competent authority, of an employment relationship between **Accenture** and any Service Provider Representative;

(v) failure to comply with the applicable laws and regulations;

(vi) any breach by the Service Provider / Service Provider of these Conditions/Project Letter/ SOW or of any terms and obligations implied by any statute or statutory provision relevant to supply of Goods or Services;

(vii) any and all claims, losses, or damages arising from or related to breach of Section 8.1(iv) and/or termination for such breach under Section 17.4.

10.2 The Service Provider shall have in force and maintain at its own cost such policy or policies of insurance with a reputable insurer authorized to act as such which provides adequate insurance cover in respect of the provision of the Services to **Accenture**.

## **11 . Insolvency**

11 .1 If the Service Provider /Service Provider :

- go into liquidation (not being a member's winding up for the purpose of reconstruction or amalgamation), or if a receiver is appointed, or an encumbrance takes possession of any of its assets, or an administration order is made, or equivalent in other jurisdictions, or **Accenture** reasonably apprehends any of the foregoing and notifies the Service Provider/Service Provider accordingly,

**Accenture** shall be at liberty:

- (i) to cancel any Project Letter/ SOW to which these Conditions apply summarily by notice in writing without compensation to the Service Provider; and
- (ii) at **Accenture** sole discretion, to give any such receiver or liquidator or any other person the option of carrying out the Project Letter/SOW; and
- (iii) to set off any payments due in respect of any Project Letter/SOW against sums due from the Service Provider/Service Provider to **Accenture**.

## **12 . Confidential Information**

12 .1 The Service Provider /Service Provider shall not use, and shall procure that the Service Provider/Service Provider's Representatives shall not, use or divulge or communicate to any person (other than to those whose province it is to know the same or with the authority of **Accenture**):

- (i) any of the confidential information concerning the clients, customers, business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of **Accenture** and its affiliates of which the Service Provider or its Representatives become aware in the course of providing the Services;
- (ii) any information concerning any work the subject of a Project Letter/SOW;
- (iii) the deliverables or the substances of any report, recommendation, advice or test made, given or undertaken by the Service Provider/Service Provider in connection with his duties hereunder;
- (iv) any information, photography or other materials, for reasons of publicity or promoting the Service Provider/Service Provider, unless written consent has been granted by **Accenture** Representative and the Service Provider/Service Provider shall indemnify **Accenture** against the unauthorized publication or disclosure of any such information, materials or documents.

12.2 The provisions of this Clause 12 shall survive the termination of this Agreement but the restrictions contained in sub-clause 12.1 shall cease to apply to any information which may come into the public domain otherwise than through the unauthorized disclosure by the Service Provider/ Service Provider or anyone on his behalf.

## **13. Non-Solicitation**

13.1 During the term of this PO/Project Letter/SOW and for a period of (12) twelve months after termination, the Service Provider/Service Provider shall not on its own account or in connection with any other person, firm or company:

- (i) canvass or solicit for employment or engagement any **Accenture** personnel; or
- (ii) recommend any **Accenture** personnel to anyone that might result in an approach to **Accenture** personnel to leave employment or engagement with **Accenture**.



## **14. Limitation**

14.1 **Accenture** will not be liable whether in contract, tort (including negligence) or otherwise for any loss of production, loss of profits or of contracts, loss of business or of revenues, loss of operation time, loss of goodwill or reputation of the Service Provider/Service Provider or any person acting on behalf of the Service Provider/Service Provider, whether caused directly or indirectly, or for any indirect, incidental, punitive or consequential loss, damage, cost or expenses whatsoever.

14.2 **Accenture** total aggregate liability under or in connection with the Project Letter/SOW (whether in contract, tort (including negligence) or otherwise) shall not exceed in aggregate the total fees paid by **Accenture** during the preceding three (3) months to which the claim relates or half times the total amount due from **Accenture** for the supply of goods whichever is lower.

## **15. Dispute resolution**

15.1 The parties shall attempt to amicably settle all disputes concerning this Agreement and the obligations thereunder (the "**Dispute**"). Either party may give written notice of dispute to the other party within ten (10) days of the occurrence of the event which gives rise to such dispute or such event came to the notice of either party.

15.2 Both parties shall nominate one person, to attempt amicable settlement of the Dispute, within five (5) days of notice under clause 15.1 and such attempt will commence immediately.

15.3 If any Dispute arising between the parties is not amicably settled within ten (10) days of commencement of attempts to settle the same, the parties shall be entitled to seek resolution of the dispute by way of arbitral proceedings. The arbitration proceedings shall be conducted in accordance with the Arbitration Act No. 11 of 1995 and the rules framed there under. Each Party shall appoint one arbitrator and the arbitrators appointed by the Parties shall appoint a third arbitrator who shall act as the umpire of the arbitral tribunal. The arbitration proceedings shall be conducted in Colombo, Sri Lanka.

If any Dispute arising between the parties is not amicably settled within Ten (10) days of commencement of attempts to settle the same, the Disputes shall be referred for arbitration to a Single Arbitrator appointed jointly by the Parties. If the Parties are unable to appoint agree on an Arbitrator the appointing authority, the Institute of Commercial Law and Practice (ICLP) shall appoint the Arbitrator. To the extent they are not in conflict with the provisions hereof, the Rules of Arbitration of the Institute of Commercial Law and Practice shall apply to the arbitration proceedings. The language of the Arbitration shall be English and the place of Arbitration shall be Colombo.

The decisions of the Sole Arbitrator which may include awards as to costs (including reasonable allowance for attorney's fees) shall be binding on the parties hereto and may be enforced by either party through the High Court of Colombo, Western Province. The making of an award upon reference to arbitration shall be a condition precedent to any right of action against any of the parties hereto in respect of any or all disputes, disagreements of difference arising out of or in connection with this Agreement.

The award rendered by the Arbitrators/Arbitration shall be final and conclusive on both the parties and shall be subject to forced execution in the High Court of Colombo, Western Province .

This Agreement will be construed in accordance with and governed by the Laws of Sri Lanka and each party agrees to submit to the exclusive jurisdiction of the courts located in Colombo , Western Province, subject to the provisions of this Clause.

## **16. Independent Contractor Status**

16.1 The Service Provider is engaged as an independent contractor. Nothing in this Agreement will be deemed or construed to create a joint venture, partnership, agency or employment relationship between **Accenture** and the Service Provider or the Service Provider's representative(s), for any purpose, including but not limited to withholding for the purposes of social security, income tax or entitlement to vacation, insurance, retirement or other employee benefits.

## **17 . Term and Termination**

17.1 These Conditions shall be effective as of date of this PO and shall continue until the completion of delivery of goods/services, unless the term hereof is extended pursuant to express written agreement of the parties.

17.2 **Accenture** may terminate the Project Letter/SOW subject to serving a minimum 30 days notice in writing. The Service Provider may terminate the Project / this Agreement subject to serving a minimum of 180 days notice in writing to **Accenture**, prior to the intended date of termination, and shall provide all Services and all deliverables, co-operation and termination assistance as may reasonably be requested by **Accenture** during the period between serving notice and the termination date.

17.3 If the Service Provider/Service Provider commits or allows to be committed any breach of these Conditions/ Project Letter/SOW and does not remedy such breach within 14 (fourteen) days after written notice from **Accenture** requiring such remedy then **Accenture** may by written notice to the Service Provider/Service Provider terminate the Project Letter/SOW/Conditions.

17.4 The exercise of any of the rights granted to **Accenture** under this Clause 17 shall not prejudice or affect any right of action or remedy which has or shall accrue to **Accenture** thereafter.

17.5 In the event of a breach of any of the representations, warranties, or covenants in compliance with Section 8.1 (iv) above, **Accenture** may, in its sole discretion and in addition to any other remedies it may have under law or this Agreement, terminate this Agreement/Conditions/Project Letter/SOW immediately. Any claims for payment by Service Provider with regard to a transaction for which such breach has occurred, including claims for services previously performed, shall be automatically terminated and cancelled and all payments previously paid shall be refunded to **Accenture** by Service Provider/Service Provider.

## **18 . General**

18.1 Where any Project Letter/SOW requires Services to be provided on **Accenture** premises the Service Provider and its employees, agents and sub-contractors shall observe all statutory rules and regulations and all of **Accenture** rules and regulations drawn to the Service Provider's notice. All personnel working on **Accenture** premises shall report to **Accenture** reception before commencing work when drawn to the Service Provider's notice.

18.2 Service Provider shall not assign or transfer or purport to assign or transfer to any other person any of its right or sub-contract any of its obligations under this Agreement without the prior written consent of **Accenture**.

18.3 Neither party will be liable for any delay in performing or failure to perform their obligations if such failure or delay is as a result of causes outside the reasonable control of the responsible party. For avoidance of doubt, outside reasonable control would mean any riot, war, natural calamities like floods, earthquakes, fire, volcanic eruptions, epidemics, national emergency, interference by any government or governmental agency, embargo, seizure, or enactment or abolition of any law, statute, ordinance, rule, or regulation (a "Force Majeure Event"). In the event that either Party is unable to perform any of its obligations under the PO because of a Force Majeure Event, the Party who has been so affected shall immediately give written notice to the other Party and shall initiate reasonable action to resume performance.

18.4 Any notice required or permitted to be given by either party to the other shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time, have been notified pursuant to this provision to the party giving the notice. Such notice shall be effected either a) personally, in which case service shall be deemed effective on delivery; or b) by locally registered post, in which case service will be deemed effective on the day after posting.

18.5 No waiver by **Accenture** of any breach of the contract by the Service Provider shall be considered as a waiver of any subsequent breach of the same or any other provision.

18.6 If any provision of these Conditions or of any Project Letter/SOW is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected thereby.

18.7 These Conditions and the Project Letter/SOW made hereunder shall constitute the entire agreement between the parties relating to its subject matter, and shall supersede all prior agreements, negotiations, representations, (except fraudulent representations) and proposals (written and oral) relating to its subject matter. In the event **Accenture** enters into a detail agreement with the Service Provider/Service Provider and the terms and conditions which conflicts or is inconsistent with these Conditions or with the Project Letter/SOW then the terms and conditions of the detail agreement shall prevail. All provisions of this Conditions/Project Letter/SOW which are by their nature intended to survive the expiration or termination shall survive such expiration or termination.

18.8 All aspects relating to the Conditions shall be subject to and interpreted in accordance with the laws of Sri Lanka.

18.9 Service Provider shall provide to **Accenture**, its internal and external auditors, inspectors, regulators and other representatives that **Accenture** may designate from time to time, access at reasonable hours to Service Provider records and other pertinent information, all to the extent relevant to the performance of Service Provider obligations under this Agreement including all charges made and services performed by Service Provider pursuant to this Agreement and payments (whether in kind or in cash) made by Service Provider for or on behalf of **Accenture**. Service Provider will cooperate as is necessary in such audits and will provide all necessary books and records to establish such compliance. Service Provider shall provide assistance reasonably requested by **Accenture** or its designee in conducting any such audit and shall make requested employee/s, records and information available until three years after the last payment is made by **Accenture** under this PO.

### **19 CODE OF BUSINESS ETHICS**

**Accenture** is committed to conducting its business free from unlawful, unethical or fraudulent activity. Service Provider are expected to act in a manner consistent with the ethical and professional standards of **Accenture** as described in the **Accenture** Service Provider Standards of Conduct, including prompt reporting of unlawful, fraudulent or unethical conduct. A copy of the Service Provider Standards of Conduct can be found at [Accenture.com/Service ProviderStandardsOfConduct](http://Accenture.com/ServiceProviderStandardsOfConduct). **Accenture** has established reporting mechanisms and prohibits retaliation or other adverse action for reporting violations of these standards. To report a serious concern, please call the **Accenture** Business Ethics Line at +1 312 737 8262, or in India at +1 888 276 6226 with access code: 000-117, available 24 hours a day, seven days a week (you can reverse the charges). You should use the Ethics Line only to make a good faith claim. **Accenture** takes all allegations seriously.

- Doing business with **Accenture** guidelines: To help us to ensure timely payment of your invoices, a Service Provider's guide to invoicing **Accenture** is available on: [[http://www.Accenture.com/us-en/company/governance/Pages/Service Providers-guide.aspx](http://www.Accenture.com/us-en/company/governance/Pages/ServiceProviders-guide.aspx)]  
*This Service Provider's guide includes information about:*
  - Establishing and Maintaining Your **Accenture** Service Provider Profile*
  - Preparing Invoices for **Accenture***
  - Submitting Invoices to **Accenture***