



RFP: RA01-2026

INVITATION/REQUEST FOR PROPOSALS

FOR

**SALES AUDIT & INTERLINE SECOND
PASS AUDIT FOR
SRILANKAN AIRLINES LTD.**

Date of Issue: 19 Apr 2026

SRILANKAN AIRLINES
AIRLINE CENTRE
BANDARANAYAKE INTERNATIONAL AIRPORT
KATUNAYAKE
SRI LANKA

Section I. Instructions to Suppliers (ITS)

A: General	
1. Scope of Bid	<p>1.1 The Purchaser named in the Data Sheet invites you to submit a quotation for the supply & provision of Sales Audit or/& Interline second pass audit as specified in Section III - Scope of deliverables expected from the internationally reputed service providers.</p> <p>Upon receipt of this invitation you are requested to acknowledge the receipt of this invitation and your intention to submit a quotation.</p>
B: Contents of Documents	
2. Contents of Documents	<p>2.1 The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none"> • Section I. Instructions to bidder • Section II. Data Sheet • Section III. Schedule of Requirements • Sections IV. Quotation Submission Form • Section V. General Conditions • Annexure A : Bid Acknowledgement Form • Annexure B : Price schedule • Annexure C : Non-collusion Declaration • Annexure D: Format Bid Security Declaration • Annexure E : Sample Agreement • Annexure F : Non-Disclosure Agreement
C: Preparation of Quotation	
3. Documents Comprising your Quotation	<p>3.1 The document shall comprise the following:</p> <ul style="list-style-type: none"> • Sections IV - Quotation Submission Form. • Annexure A : Bid Acknowledgement Form • Annexure B : Price schedule • Annexure C : Non-collusion Declaration • Annexure D: Format Bid Security Declaration • Bidder Company Profile with Industry Experience, Clientele Information and Financial Statements of last 3 financial years

<p>4. Quotation Submission Form and Sales audit & Interline Second pass audit specification & price schedule with vender's Information</p>	<p>4.1 The Supplier shall submit the Quotation Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p>
<p>5. Prices</p>	<p>5.1 The price to be quoted in the Quotation Submission Form shall be the price of the Quotation.</p> <p>5.2 Prices quoted by the bidder shall be fixed during the contract period and not subject to variation on any account. A Quotation submitted with an adjustable price shall be treated as non-responsive and may be rejected.</p>
<p>6. Currency</p>	<p>6.1 The bidder shall quote only in US Dollars (USD)</p>
<p>7. Documents to Establish the Conformity of the service</p>	<p>7.1 The bidder shall submit a certificate from the proprietor to demonstrate that it has been duly authorized by the proprietor to supply these services to SriLankan Airlines Head Office.</p>
<p>8. Period of Validity of quotation</p>	<p>8.1 Quotations shall remain valid for a period of ninety one (91) days initially after the quotation submission deadline date and if it requires further, Sri Lankan Airlines may extend till hundred and twenty (120) days.</p>
<p>9. Format and Signing of proposal</p>	<p>9.1 The quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the service provider. Please ensure all documents are duly signed and stamped in the given area when forwarding.</p>
<p>10. Pre Bid Meeting</p>	<p>10.1 A pre bid meeting will be held on 29th April 2029 from 4 p.m. to 5 p.m. Sri Lankan Time (GMT +5:30 Time Zone), to provide prospective bidders with necessary information related to the bid. The pre bid meeting will be held online via MS Teams and only 1 representative per bidding company is permitted to join the session. Please submit the Name and the email address of the participant to kumudu.karunarathne@srilankan.com on or before 8.30am (Sri Lankan Time (GMT +5:30 Time Zone) on 28th April 2026, in order to send the invitation for online meeting.</p>

D: Submission and Opening of Quotation	
11. Submission of Proposal	11.1 Suppliers shall submit their quotations by email to salesaudit@srilankan.com
12. Deadline for Submission of Proposal	12.1 Proposal must be received by the procurer at the email address set out in Section II, "Data Sheet", and no later than the date and time as specified in the Data Sheet.
13. Late Proposal	13.1 The procurer shall reject any quotation that arrives after the deadline for submission of quotations in accordance with ITS Clause 11.1 above.
14. Opening of Quotations	<p>14.1 The procurer shall conduct the opening of proposals by the selected Bid Opening Committee at airline's offices at the address, date and time specified in the Data Sheet.</p> <p>14.2 A representative of the bidders may attend the bid opening online via MS Teams, if they wish and mark its attendance.</p> <p>14.3 If a representative of the bidding company wish to participate in online bid opening session, please submit the request to kumudu.karunarathne@srilankan.com on or before 29th May 2026 8.30 a.m. Sri Lankan Time (GMT + 5:30 Time Zone). Only one representative per bidding company is permitted to join this session.</p> <p>14.4 Presence of the bidder, will not necessarily ensure the selection of their proposal.</p>
E: Evaluation and Comparison of Quotation	
15. Clarifications	<p>15.1 To assist in the examination, evaluation and comparison of the proposals, the Procurer may, at its discretion, ask any bidder for a clarification of its proposal. Any clarification submitted by a bidder in respect to its proposal which is not in response to a request by the Procurer shall not be considered.</p> <p>15.2 The Procurer's request for clarification and the response shall be in writing.</p>
16. Responsiveness of Proposals	<p>16.1 The Procurer will determine the responsiveness of the bidder to the documents based on the contents of the bid received.</p> <p>16.2 If a proposal is evaluated as not substantially responsive to the documents issued, it may be rejected by the Procurer.</p>

<p>17. Evaluation of proposals</p>	<p>17.1 The items will be subjected to a Technical Committee for evaluation based on the following criteria. A separate evaluation will be done for each of the following Audit categories. One bidder can either bid for all categories or multiple categories or a single category.</p> <p><u>Minimum Eligibility Criteria - Working Experience and capacity</u></p> <ul style="list-style-type: none"> I. Minimum 3 years' experience in providing Sales Audit and/or Interline Second Pass Audit II. Minimum clients of 3 reputed airlines with more than USD 50 million monthly revenue to whom Sales Audit and/ or Interline Second Pass Audit Service providing <p><u>Bid Evaluation Criteria - Cost and Accuracy</u></p> <ul style="list-style-type: none"> I. Cost - 3 bidders with lowest service fee rates of each of below categories will be selected for pilot audit. The service fee rates will be applied to SriLankan Airlines average audit findings to identify 3 lowest service fee bidders. <table border="1" data-bbox="635 1021 1310 1223"> <tr> <td>Sales Audit - GSA and Own Office 1st Pass Audit</td> </tr> <tr> <td>Sales Audit - Agency Sales 1st Pass Audit</td> </tr> <tr> <td>Sales Audit - Agency Sales 2nd Pass Audit</td> </tr> <tr> <td>Interline 2nd Pass Audit (Inward and Outward)</td> </tr> </table> <ul style="list-style-type: none"> II. Accuracy of Pilot Audit results - Out of 3 bidders with lowest service fee rates, the bidder with the highest accurate revenue recovery will be selected for each audit category. <p>Two separate bidders will be selected for Sales Audit - Agency Sales 1st Pass Audit and Sales Audit - Agency Sales 2nd Pass Audit.</p>	Sales Audit - GSA and Own Office 1st Pass Audit	Sales Audit - Agency Sales 1st Pass Audit	Sales Audit - Agency Sales 2nd Pass Audit	Interline 2nd Pass Audit (Inward and Outward)
Sales Audit - GSA and Own Office 1st Pass Audit					
Sales Audit - Agency Sales 1st Pass Audit					
Sales Audit - Agency Sales 2nd Pass Audit					
Interline 2nd Pass Audit (Inward and Outward)					
<p>18. Procurer's Right to Accept any proposal, and to Reject any or all proposals.</p>	<p>18.1 The Procure reserves the right to accept or reject any proposal, and to annul the process and reject all proposals at any time prior to acceptance, without thereby incurring any liability to bidders</p>				
<p>F: Award of Contract</p>					
<p>19. Acceptance of the proposal</p>	<p>19.1 The Procure will accept the proposal of the Bidder whose offer is not necessarily the lowest evaluated bid and is substantially responsive to the documents issued.</p>				

20. Notification of acceptance	20.1 The Procurer will notify the successful Bidder, in writing, that its proposal has been accepted.
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SECTION - 1.1

GENERAL INSTRUCTIONS TO BIDDERS IN ADDITION TO THE ITS RFP NO: RA01-2026

REQUEST FOR PROPOSAL FOR THE PROVISION OF SALES AUDIT & INTERLINE SECOND PASS AUDIT FOR SRILANKAN AIRLINES.

1. GENERAL INFORMATION AND INSTRUCTIONS

A. Purpose of the Request for proposal

- The scope of the RFP is to select a service provider with Airline Traffic Document Audit experience to provide sales audit service & Second Pass Audit service for SriLankan Airlines, complying with requirements indicated in this RFP, with an aggressive implementation schedule in order to commence the sales audit & Second Pass audit early.
- The Bidder needs to propose the sales Audit service or/& the Second pass audit according to the requirement below (not limited to). The bidder may also propose any relevant added services in order to improve the quality of the Audit with a continuity plan and reasonable data retention period.

B. BUSINESS REQUIRMENT

- **Sales Audit (1st and 2nd Pass Audit)**

Audit of all traffic documents sold, refunded, exchanged through distribution Channels worldwide in connection with Passenger transportation and recovery of monies due to SriLankan Airlines.

- **Interline Second Pass Audit**

To identify the weak areas of Interline billing & recovers the under billed values in terms of outward billing and over acceptance values billed by other airline in terms of inward billing.

C. DISTRIBUTION CHANNELS

- **Sales Audit (1st and 2nd Pass Audit)**

- Agency Sales - Billing Settlement Plan (BSP), Air Service Desk (ASD) and Airline Reporting Corporation (ARC)
- General Sales Agency
- Passenger sales Agency
- Global Contact Centre
- Ground Handling Agency
- Direct at SriLankan Airlines ticketing Counters.

- **Interline Second Pass Audit**

Tickets issued through worldwide Airlines & sales channels.

D. TYPE OF DOCUMENTS

- **Sales Audit**

Passenger ticket
Electronic Miscellaneous Documents
Refunds

- **Interline Second Pass Audit**

Other airline passenger documents (tickets) uplifted by SriLankan Airlines & UL tickets uplifted by other airlines, Rejections in source code 5 and 6

E. AUDIT PARAMETERS

- **Sales Audit**

- Fare on tickets issued using published/unpublished fares filed in Global Distribution systems
- Fare on tickets issued using fares not filed through GDSs (according to UL manual fare sheets/ad-hocs)
- Eligibility
- Day/Time applicability
- Seasonality
- Flight Application/restriction
- Advance purchase/Ticketing conditions
- Stopovers
- Fare combination
- Surcharges (YQ, Q & etc)
- Travel Restrictions
- Sales Restrictions
- Penalties
- Ticket Endorsements
- Fare By Rule
- Voluntary Changes
- Reservation Booking Designator (RBD of SriLankan Airlines and Other Airlines)
- Sale date and Place of issue validity.
- Discounts (Child, Infant, Student, Seaman, to any other promotional, with proof if required)
- Travel date validity including black-out periods
- Commission Applicability
- Carrier Combination (Unrestricted or with carriers having Special Prorate Agreements)
- Group Travel Conditions
- Excess baggage Calculation
- Taxes and surcharges (Payable to third party and Airline specific)
- Routing (Stopover, transfer....)
- Ticket Validity
- Reissue Calculation
- Baggage allowance
- Refund Calculation
- Minimum / Maximum stay and add-ons
- Name Changes
- Service fee (including OB)
- All fare relates conditions
- All other UL/IATA rules applicability

- **Interline Second Pass Audit**

- SPA/MPA applicability
- RAM rule applicability
- Tax & surcharges
- Interline service charge
- All listed parameters under Sales audit when necessary

F: VOLUME:

- **Sales Audit**

Average number of documents (Passenger Tickets and all type of EMDs) per month including refunds is around 246,280.

*/Interline Second Pass Audit

Inward billings – Averagely 20,000 - 30,000 per month without FIMs/EMDs & EBTs.

Outward billings –Averagely 10,000-15,000 per month without FIMs/EMDs & EBTs.

Audit is applicable only for the airlines which given consent to disclose the agreements excluding oneworld carriers.

G. WORK FLOW & THE PROCESSES

Service provider must clearly define the complete process of sales & Interline second pass audit and the roles and responsibilities of each process. Sales & interline related data and other related information will be provided by SriLankan Airlines.

H. REPORTING

Service provider must indicate the reporting methods and schedules on the performance of the sales audit & interline second pass audit and measuring tools of the status at any given time.

I. QUALITY ASSURANCE

Service provider must indicate the quality assurance available for making sure accuracy of the audit, minimizing any errors or issues, and mechanisms to identify any such issue at the earliest possible to avoid any delays and maximize the recovery process.

J. LIABILITY

While provider must ensure the implementation of strict auditing and controls to avoid/minimize errors, the provider needs to indicate how any revenue loss to the airline would be compensated which is due to sales audit & interline second pass audit errors.

K. CONFIDENTIALITY

Service provider must enter into a non-disclosure agreement with the SriLankan Airlines.

L. CONTRACT PERIOD

Initially five years and then review and extend further subject to review of the initial five years operations.

There could be 1 week pilot audit for sales audit and 1 period audit for interline second pass.

M. COMMERCIAL MODE

Vendor must propose commercial model on the basis of revenue sharing.

N. SHORTLISTING AND PRESENTATION

SriLankan Airlines reserves the right to shortlist bidders who may be invited to make presentations to discuss the details of their proposals. The date of presentations will be advised by SriLankan Airlines if required.

O. OTHER CONDITIONS

SriLankan Airlines reserves the right to:

- ❖ Modify any part of this Request for Proposal including the deadline for submission and waive any minor defect contained therein.
- ❖ Reject any or all submissions and assumes no responsibility or liability whatsoever to the bidders.
- ❖ Accept the proposal most advantageous to it at its absolute discretion.

P. UNDERSTANDING THE SCOPE OF SERVICES

The bidder shall make itself fully aware of SriLankan Airline's requirements, conditions and other matters which may affect the proposal.

The bidder must clearly understand the intent and meaning of SriLankan Airline's requirements for the Scope of Services.

Any failure to comply with the forgoing shall not allow the bidder to deviate from performing the Scope of Services if successful.

Section II: Data Sheet

ITS Clause Reference	The name and identification number of the Contract are Provision of Sales Audit &/or Interline Second Pass Audits for SriLankan Airlines and RA01-2026
1.1	The Purchaser is: SriLankan Airlines Address: SriLankan Airlines, Airline Centre, Bandaranayake International Airport, Katunayake
7.1	Proprietor's authorizations is required.
11.1	Email address for submission of Quotations is salesaudit@srilankan.com Deadline for submission of quotations is on or before below deadline. Date - 01 Jun 2026 Time - 10 am Sri Lankan Time (GMT +5:30 Time Zone)

Section III - Schedule of Requirements

SriLankan Airlines is looking for a leading professional Firm/Firms to handle its Sales Audit (1st and 2nd Pass Audit) or/& Interline second pass audit assignments on a contract basis.

In the case of carrying out the above the agency shall:

a) <u>Scope of work relating to Sales Audit</u>	
1	Expected Date of Completion of the Audit: Document sold during any calendar month to be completed within 45 days from the last day of the sale month.
2	Audit of all traffic documents sold, refunded, exchanged through distribution Channels worldwide in connection with Passenger transportation and recovery of monies due to SriLankan Airlines.
3	All Agency Debit Memos for BSP, ARC & ASD need to be uploaded to BSP/ARC/ASD Link immediately after expected date of completion of the audit (within 55 days from the last day of the sales month).
4	Service provider need to handle the ADM dispute management on behalf of the Airline & responsible to handle the ADMs disputes without any delay(within 3days of the dispute)
5	Audit identifications relating to General Sales Agency, Passenger sales Agency, Ground Handling Agency and Direct at SriLankan Airlines ticketing Counters need to be listed through the audit identification list immediately after expected date of completion of the audit. (within 55 days from the last day of the sales month)
6	Airline queries need to be action immediately by the service provider.
7	Service provider need to have a mechanism to accommodate monthly waivers.
8	Need to have a proper audit software to accommodate all Airline requirements and need to have facility retrieve achieved documents whenever needed.
9	Service provider must indicate the quality assurance available for make sure accuracy of the audit, minimizing any errors or issues, and mechanisms to identify any such issue at the earliest possible to avoid any delays and maximize the recovery process.
10	Service provider must ensure the implementation of strict auditing and controls to avoid/minimize errors, the provider need to indicate how any revenue loss to the airline would be compensated.
11	All Invoices & Credit notes need to be supported with the relevant ADM & Ticket break-up. (No service fee will be entitle for the ADM admin fee & same need to be show through a separate column for easy identification)
12	If any Audit error same need to be adjust through Credit Note immediately within the following month of error identified.

b) Scope of Interline Second Pass Audit

- Outward Billing
- Inward Billing

The audit verification shall be governed as per guidelines mentioned in IATA Revenue Accounting Manual ("RAM"), IATA resolutions and Special Prorate Agreements (SPA).

Audit should be performed on non oneworld airlines.

Audit should provide the scope to understand the weak areas of Interline billing and recover the under billed values in terms of outward billing and over acceptance values billed by other airlines in terms of inward billing.

Section IV - Quotation Submission Form

[The Supplier shall fill in this Form in accordance with the instructions indicated no alterations to its format shall be permitted and no substitutions will be accepted.]

Date:

To: SriLankan Airlines

We, the undersigned, declare that:

- (a) We have read and have no reservations to the document issued;
- (b) We agree to supply conforming to the documents issued and in accordance with the Schedule of Requirements of the following Services. [insert a brief description of the service];

Insert "X" to below services relates to your bid document

Sales Audit - GSA and Own Office 1st Pass Audit	
Sales Audit - Agency Sales 1st Pass Audit	
Sales Audit - Agency Sales 2nd Pass Audit	
Interline 2nd Pass Audit (Inward and Outward)	

- (c) The monthly value of our quotation for 5 years in words & figures in [USD value];
- (d) Our quotation shall be valid for the time specified in ITS Clause 8.1
- (e) We understand that our quotation, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (f) We understand that you are not bound to accept the lowest evaluated proposal or any other proposal that you may receive.

Signed: [insert signature of the duly authorized person]

Name: [insert complete name of person signing the Bid Submission Form]

Date:

Section V - General Conditions

- I. Bidder” means the principal of the agency or an authorized representative for the principal. In the event where the bidder is an authorized representative (of Audit company), it is mandatory an Authorized Representative Status letter from the Principal is submitted to SriLankan Airlines along with the proposal to avoid rejection of the proposal.
- II. Once accept the proposal there could be a pilot project if required.
- III. Separate Agreement & the Non-Disclosure Agreement will be sign for the Pilot projects.
- IV. Once selected the service provider, it is mandatory that the bidder signs the Contract Agreement & the Non-Disclosure Agreement (NDA) for the Live Audit project- Annexure E & F.
- V. Annexure E shall be duly completed and signed by SriLankan Airlines and will be sent to the bidder, subsequent to the successful bidder’s appointment by SriLankan Airlines.
- VI. The Main agreement is valid for a period of 60 months.
- VII. The fee quoted in Annexure A will be valid only for the live project after signed the main agreement & NDA.
- VIII. The Bidder shall make available the stipulated service for 60 months. All payments will be made Nett of taxes in USD.
- IX. Bidder’s registration letters and certificates, Company profile, Clientele details & Sales Audit or/& Interline Second Pass Audit experiences also be furnished along with this document.
- X. Our expected payment terms for the operation are as follows:

Delivery : Monthly Invoices

Payment : 30 days from date of invoice

Currency : US Dollars

Pay Back : 100% pay back of all Audit errors at the end of the listings period at the service providers cost.

ANNEXURE A: BID ACKNOWLEDGEMENT FORM

IMPORTANT

All Bidders shall confirm their intention to submit a Bid by forwarding the duly filled Bid Acknowledgement Form, 07 working days prior to the Bid closing date to the following email address.

.....
Invitation for Submission of Bids for
Reference No - .../.... is hereby acknowledged.

may expect to receive our proposal on or before
.....
.....

We do not intend to submit a proposal because
.....
.....

Item	Details
Name of Bidder	[Insert Full Legal Name]
Address	[Insert Mailing Address]
Contact Person	[Insert Name and Designation]
Telephone Number	[Insert Phone Number]
Email Address	[Insert Email Address]

We understand that by acknowledging receipt, we will be informed of any amendments, clarifications, or addenda issued by the Procurement Entity.

Signed:
Designation :
Company :
Date :

Note: SriLankan Airlines will not be responsible for sharing any amendments, clarifications, or addenda issued later with regard to the tender with those bidders who have not submitted this form.

ANNEXURE B - Price Schedule

	<u>Service</u>	<u>Fee as a % Revenue Recovery</u>	<u>Remarks</u>
1	Sales Audit (BSP/ARC/ASD) - 1st Pass		
2	Sales Audit (Own Office) - 1st Pass		
3	Sales Audit (BSP/ARC/ASD) - 2nd Pass		
4	Interline Outward - 2nd Pass		
5	Interline Inward - Prime - 2nd Pass		
6	Interline Inward - Rejection - 2nd Pass		

- Note - Sales Audit - Own Office includes own ticket offices, General Sales Agents, Global Contact Centre, Passenger Sales Agents and other

Note 1: Please specify relevant fees/charges related to above, outside of this format if required.

Annexure C

THIS IS A COMPULSORY FORM. IF YOU DO NOT FILL & SUBMIT THIS FORM YOUR BID SHALL BE REJECTED

Non-collusion Declaration

I, the undersigned bidder/ bidder's representative/ bidder's agent, honestly, truthfully and solemnly declare that.

(a) I, nor any other member, agent or representative of the firm/ company/ corporation/partnership/ sole proprietorship that I represent, have entered into any combination, collusion or similar agreement with any person in connection with the prices to be submitted by any person with respect to the invitation for bid;

(b) I, nor any person who represents me have acted to prevent any person from submitting a bid or to induce any person to refrain from submitting a bid in connection with the intention for bid (Bid No.);

(c) This bid is not submitted in collusion with any other bid and is not made pursuant to any agreement, understanding or association with any other person in relation to such bid.

I declare that I have not received and will not accept any discount, fee, reward, commission or anything of value, directly or indirectly, from any person, company or corporation in connection with the submission of this bid.

I further declare that I have not given and will not give any discount, fee, reward, commission or anything of value, directly or indirectly, to any person, company or corporation in connection with the submission of this bid.

I, taking full responsibility for ensuring the absence of collusion, hereby pledge to abide by fair and ethical competitive practices throughout the entire procurement process and to fully comply with the relevant Procurement Guidelines issued by the National Procurement Commission.

I hereby declare that all the statements made by me above are true and correct.

.....

Signature of the Declarant

Annexure D

Format for Bid Security Declaration

[If required, the Bidder shall fill in this form in accordance with the instructions indicated in brackets]

Date: _____ *[insert date by bidder]*

Name of contract _____ *[insert name by PE]*

Contract Identification No: _____ *[insert number by PE]*

Invitation for Bid No.: _____ *[insert number by PE]*

To: _____ *[insert the name of the employer/ Purchaser preferably PE to fill before issuing the bidding document]*

We, the undersigned, declare that:

1. We understand that, according to instructions to bidders (hereinafter “the ITB”), bids must be supported by a bid-securing declaration;

2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have been invited by any of the Procuring Entity as defined in the Procurement Guidelines published by the National Procurement Commission, for the period of three (03) years starting on the latest date set for the closing of bids of this bid, if we:

- (a) Withdraw our bid during the period of the bid validity period specified; or
- (b) do not accept the correction of errors in accordance with the instructions to bidders of the bidding documents; or
- (c) having been notified of the acceptance of our bid by you, during the period of bid validity,
 - i. fail or refuse to execute the Contract Form, if required, or
 - ii. fail or refuse to furnish the performance security, in accordance with the ITB.

3. We understand this bid securing shall expire if we are not the successful bidder, upon the earlier of,

- (i) our receipt of a copy of your notification to the Bidder that the bidder was unsuccessful; or
- (ii) twenty-eight days after the expiration of our bid.

4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed *[Insert signature(s) of authorized representative]* In the capacity of *[Insert title]*

Name *[Insert printed or typed name]*

Duly authorized to sign the bid for and on behalf of *[Insert authorizing entity]*

Dated on *[insert day]* day of *[Insert month]*, *[Insert year]*

Annexure E : Sample Agreement

AUDIT AND REVENUE RECOVERY SERVICES AGREEMENT (FARE AUDIT & INTERLINE SECOND PASS AUDIT)

This Agreement is made on [] day of [] 2026 "Commencement Date"

By and Between:

XXXXXXXXXX Limited a company incorporated in [] and having its registered office at [] (hereinafter referred to as "**Supplier**" which term shall include, where the context so requires or admits mean and include the said XXXXXXXXXXXX Limited , its liquidators, successors in office subsidiaries and assigns) of the One Part.

And

SriLankan Airlines Limited, a company incorporated in the Democratic Socialist Republic of Sri Lanka, bearing Company Registration No. PB 67 and having its registered address at Airline Centre, Bandaranaike International Airport, Katunayake in the said Republic of Sri Lanka (hereinafter referred to as "**Customer**" which term shall include, where the context so requires or admits mean and include the said SriLankan Airlines Limited, its liquidators, successors in office and assigns) of the Other Part.

The Supplier and the Customer shall individually be referred to as a "Party" and collectively "Parties".

Whereas:

- A The Customer is the national carrier of Sri Lanka engaged in international passenger, cargo and mail transportation as a commercial airline which operates scheduled commercial flights to numerous destinations worldwide;
- B The Supplier is in the business of providing solutions that help airlines manage their financial processes;
- C The Customer issued a Request For Proposal Ref [PLIT 08-2019 - INVITATION TO TENDER FOR SALES AUDIT & INTERLINE SECOND PASS AUDIT] for the provision of audit and revenue recovery services for the Customer (RFP) as set out therein;
- D The Supplier responded to the RFP and the basis of its responses, was selected as successful bidder. Based on such responses and discussions subsequently held between The Customer and the Supplier, Customer wishes to appoint the Supplier to provide Services (as defined below) and the Supplier agrees to provide the Services to the Customer in accordance with the terms and conditions contained in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and conditions herein contained, the Parties covenant and agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Unless the context otherwise requires, the following words, expressions and terms shall for the purposes of the Agreement, have the meanings set out here:

"XXXXXXXXXX Limited" means the Supplier and any parent, subsidiary or affiliate company of the Supplier.

"**ACM**" means Agency Credit Memo or Credit Note being the document used to credit an Agency.

"**ADM Standard Delivery Channels**" means ADM electronic transmission via BSPlink, ARC Memo Manager or IATA-ASD, as appropriate.

"**ADM**" means Agency Debit Memo or Debit Note being the document used by the Customer to debit an Agency. An ADM is raised when the amount that should have been paid by the Agency is more than was actually paid by the Agency. An ADM is expressed in the currency in which the related document has been paid.

"**Agency**" means travel agency or General Sales Agents (GSA) issuing passenger air tickets within the framework of the BSP/ARC on behalf of the Customer.

"**Agreement**" means the Agreement comprising any and all Appendices to the Agreement as amended, modified or supplemented from time to time in accordance with the provisions of the Agreement and agreed in writing by duly authorised representatives of both Parties.

"**ARC**" means Airline Reporting Corporation which provides a similar service as BSP, of sales and settlement solutions for the travel industry, to ARC-accredited Travel Agency locations and Corporate Travel Departments in the United States, Puerto Rico and the U.S. Virgin Islands.

"**ARC Memo Manager**" means the electronic mechanism used by ARC to transfer and process ADMs and ACMs.

"**ATPCO**" means the Airline Tariff Publishing Company which provides electronic access to information concerning tariff filings filed electronically with the US Department of Transport and other participating governments.

"**Audit Policy**" means the set of principles and interpretations defined by the Customer that differ from or complement the industry common rules of ticketing as defined in IATA's Passenger Air Tariff.

"**Audit Results**" means the results of the particular Audit Service carried out by the Supplier in respect of a Sales Period which identifies the Recoverables resulting from the Sales Audit, Interline Second Pass Audit, PNR Audit and Revalidation Audit, as appropriate.

"**Audit Scope**" means the number, type of Transactions and elements of the Transactions being audited (fare, commissions, taxes, penalties and criteria to define who is entitled to issue such Transactions).

"**Audit Service**" means, as appropriate, Direct Sales Audit, Sales Audit, Interline Second Pass Audit, PNR Audit and Revalidation Audit as set out in Appendix A.

"Audit Service Error" means an error in the calculation of a Recovery made by the Supplier, which is not attributable to the informations provided, Documents or data provided by the Customer to the Supplier in accordance with Clause 5.1.5.

"BSP" means Billing and Settlement Plan, being the system used to provide billing and settlement between airlines and the Agencies in a given Country.

"BSPlink" means the electronic mechanism used by IATA to transfer and process ADMs and ACMs.

"CAT file" means the file including all the information on Documents issued by the Agencies on behalf of the Customer for the United States, Puerto Rico and the U.S. Virgin Islands.

"Confidential Information" means any trade secrets or other confidential information relating to either Party's businesses, processes, (including information relating to either Party's clients or customers or anyone else with whom they deal).

"Commencement Date" means the date on which the Agreement is signed between the Parties and shall be deemed to have commenced.

"Country" means an individual geographical territory (whether it be by reference to a BSP, station or market as defined by the particular airline and recognised by IATA) that has its own identifiable code and each of the three territories within the ARC.

"Currency" means the agreed currency for billing and payment which shall be as stated on the front sheet and if the Currency is other than the Euro all fees shall be converted from Euros to the Currency at the exchange rate that applies on the invoice date.

"Deal" means the document that the Customer provides to the Agency or group of Agencies. It describes the Fare to be applied and their application rules for a given destination or a geographic area.

"Direct Sales Audit" means the Supplier will provide Sales Audit for tickets internally sold by the Customer's own staff or through the internet, and where no third-party Agency is involved.

"DISH" means the data interchange standard implemented by IATA for the BSPs.

"Disputes Management Service" means the optional service which the Supplier will provide to the Customer, as detailed in paragraph 1.4 of Appendix A, whereby the Supplier manages disputes concerning ADMs that were identified by the Audit Service and loaded to BSPlink or submitted by e-mail.

"Documents" mean all records, reference data, reports, documents, papers and other materials whatsoever originated by or on behalf of the Customer pursuant to the Agreement.

"Fare" means the price obtained when the terms of a Deal are implemented for a given destination.

"GDS" means Global Distribution System, which for the purposes of the Agreement enables Agencies to search, price, book and reserve airline tickets.

"HOT" or **"HOT Files"** means Hand-Off Tape Files that the Customer provides to the Supplier for each of the BSP Countries coming within the scope of the Agreement in super-long format as per IATA DISH definition. These files include all the information on Transactions issued by the Agencies on behalf of the Customer over a given Sales Period.

"iINET" means the service used by IATA to transfer data between organizations.

"Initial Period " means five years from the Commencement Date.

"EMD" are all formats of the multi-purpose document which are used for charging additional fees and Penalties.

"Penalty" means the amount specified in a Deal or a Fare to be used to re-adjust a ticket price where one or more of the application rules specified in the Deal or the Fare rules were not complied with.

"PNR" means Passenger Name Record.

"Pre-waived Transaction" means a Transaction that has been totally or partially waived by the Customer and provided to the Supplier in accordance with Clause 5.1.5.

"Proposed ADM" means adjustment obtained through controls carried out by the Supplier and proposed to the Customer.

"Recovery" or **"Recoverable"** means any error or errors identified by the Supplier through its Audit Services and presented to the Customer which is in accordance with the all audit policies provided to and accepted by the Supplier in accordance with Clause 5.1.5.

"Revalidation Audit" means a service, optionally provided by the Supplier, whereby the Supplier checks, as detailed in point 2.2 of Appendix A, that only allowed changes were made by Agencies to the service to be delivered.

"Sales Audit" means the provision of a revenue recovery service whereby the Supplier checks, as described in paragraph 1.1. of Appendix A, that the Customer's fare, commission and taxes rules were complied with and that the Customer ticketing, exchange and refund policies were matched.

"Interline Second Pass Audit" means the provision of a revenue recovery service whereby the Supplier checks, as described in paragraph 1.1. of Appendix A, that's the interline tickets are governed as per guidelines mentioned in IATA Revenue Accounting manual ("RAM") and Special Prorate Agreements (SPA).

"Sales Period" means the calendar period of sales in respect of which the Supplier will carry out the Sales Audit, Direct Sales Audit and PNR Audit.

"Services" means those of the services described in Appendix A, which the Parties agree from time to time during the lifetime of the Agreement that the Supplier will provide to the Customer under the Agreement by identifying them and the type of audit to which they will be applied in the table set out in Appendix A.

"Set-Up Meeting" means the initial meeting between the Parties in which the Parties will agree all the Audit Scope and procedures, communication channels and responsibilities. The Set-Up Meeting could take place as a face-to-face meeting, or via a teleconference call as agreed by the Parties.

"Site" means any premises of the XXXX Group which the Supplier uses for the purpose of discharging its obligations under the Agreement.

"Substitution Fare" means the lowest applicable Fare. All the rules applicable thereto have been complied with and such rules are used to adjust a ticket in relation to which at least one of the application rules specified in the Deal or the Fare rules has not been complied with. When a Penalty applies, the Substitution Fare is computed by adding the Penalty to the Fare used by the Agency.

"Suspect Transaction" means a Transaction that the Supplier feels is a potential ADM but does not have enough information to justify it as an ADM, which the Supplier will flag them under Query logs.

"Transaction" means any documents such as tickets, refunds, exchanges and VMPDs to be audited under the scope of the Agreement.

"Waiver Evaluation" means Supplier will evaluate the waiver transactions provided by the Customer as detailed in paragraph 1.3 of Appendix A,

"Working Day" means 09h00 to 17h00 on any day from Monday to Friday inclusive, which is not a public, Bank or Statutory holiday at the Site(s).

SPA - Special Prorate Agreement

MPA - Multi-lateral Prorate Agreement

RAM - Revenue Accounting Manual (IATA).

1.2 In this Agreement unless the context otherwise requires:

- (i) headings herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation and the construction of any of the provisions herein contained;
- (ii) references to any statute or statutory provision, enactments, legislations shall include references to such statute or statutory provision, enactments, legislations as re-enacted, replaced, amended, modified or extended and any sub-ordinate legislation made under it from time to time;
- (iii) references to one gender include all genders and the singular includes the plural and vice versa;
- (iv) A warranty, representation or obligation of more than one person binds them jointly or severally;
- (v) references to persons include natural persons, companies, corporations or any other juristic person or other corporate entity, partnerships, associations, and other organizations whether or not having a separate legal personality.
- (vi) "including" means "including without limitation" and shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given.

- 1.3 The Appendices shall form part of the Agreement. In the event that there is a conflict between the contents of this Agreement and the contents of any other Appendix to the Agreement then the contents of this Agreement shall prevail.
- 1.4 All technical terms used but not defined in the Agreement will have the meanings given to them as set out in the current version of the DISH.

2. SUBJECT MATTER OF THE Agreement

The object of the Agreement is to define the scope of and the terms and conditions for the provision of the Services.

3. SCOPE OF THE SERVICE

- 3.1 The Services may include the audit of all tickets, refunds, exchanges and EMDs for all types of fares, taxes and commissions, including bookings and revalidations.
- 3.2 The procedures for each of the Services are as described in Appendix A.
- 3.3 The Parties agree that the list of Countries and/or the Audit Scope and procedures may be amended from time to time by the mutual agreement in writing by both Parties.

4 COMMENCEMENT AND DURATION

- 4.1 The Agreement shall be deemed to commence on the Commencement Date and shall, subject to early termination under Clause 7, continue for a period of 5 years. This Agreement may be extended at the discretion of Customer for further period of 3 years on the terms and conditions mutually agreed by the Parties unless either Party gives written notice to the other, at least 6 months prior to the date of expiry of the either (a) the Initial Period of five years or (b) any extended period, to terminate the Agreement in which event the Agreement shall expire at the end of the Initial Period or the relevant extended period.

1.

5 MUTUAL OBLIGATIONS

5.1 The Customer's obligations

The Customer will carry out the following steps and procedures;

- 5.1.1 The appointment of a project manager to co-ordinate all the Customer's obligations under the Agreement. The project manager will also be the main contact and correspondent of the Supplier's account manager.
- 5.1.2 The project manager of the Customer shall be available to answer the Supplier's questions concerning the Deals, distribution lists and Fares. The project manager may handle multiple Countries.
- 5.1.3 Forwarding, through secured File Transfer Protocol (sFTP) channels, data relating to HOT/CAT/Direct Sales, Agencies, reference data and any other agreed input files to the Supplier in accordance with the pre-agreed frequency and prior to the commencement of the audit.
- 5.1.4 Authorisation of the Supplier to obtain from BSPlink their HOT sales data necessary to enable the Supplier to perform the agreed Services, when possible.
- 5.1.5 Provision to the Supplier, via an agreed electronic method, of all relevant Documents, data, and guidelines required to enable the Supplier to carry out the Services efficiently, including those described in Appendix A, not less than ten (10) Working Days before the date on which the audit of the Sales Period will start, as a complete and final set of information organized for each individual Country, such that no relevant information is missing.
- 5.1.6 At no cost to the Supplier, authorise and/or procure the authorisation to use the Customer's Amadeus IDs through the Supplier's PCC (Psuedo City Code) using Amadeus's EOS Agreement or alternatively provide the supplier with at least (02) Amadeus licences and five separate logins to Amadeus, free of charge for the sole purpose of performance of the Services but not further or otherwise and during the Initial Term or the extended period of the Agreement.
- 5.1.7 Payment for the Services in accordance with the terms & conditions set forth in Clauses 10 and 11.
- 5.1.8 Exceptional Queries need to list by the Supplier through Query Logs & will be addressed by ten (10) working days other than exceptional issues which requires to obtain details from the stations/other parties.
- 5.1.9 Ensure that the Customer has Internet connections and systems in accordance with the requirements stated in Appendix A.
- 5.1.10 The grant by the Customer to the Supplier of the right to use the Customer's proprietary data, coupons, information and Documents as required by the Supplier in order to provide the Services.
- 5.1.11 The provision by the Customer to the Supplier, where as part of the Audit Services being provided the Supplier is carrying out an ADM Upload or a Dispute Management Service in BSPlink/ARC/ASD, and sFTP upload and download user to the BSPlink/ARC/ASD for the Countries where such services are being carried out, or if the Supplier is carrying out the Collections Management Service of user access to ARC Memo Manager.

5.1.12 Clarify, within three Working Days, any questions presented by the Supplier arising from the Documents, data and guidelines.

5.2 The Supplier's obligations

- 5.2.1 The Supplier shall perform the Services with all reasonable skill and care and will comply with the procedures and obligations set forth in the Agreement and in its Appendices.
- 5.2.2 The Supplier shall at all times during the contract period or any extended period of the Agreement, deliver the Services to the Customer efficiently in a timely, faithfully, diligently and in a professional manner with all due care and prudence practices in the industry, in accordance with lawful, reasonable and best professional and international standards and practises applicable to the industry.
- 5.2.3 The Supplier shall use suitably qualified, competent and sufficient personnel and resources to perform its obligations under the Agreement and to provide the Services listed in Appendix A to the Agreement.
- 5.2.4 The Supplier shall provide the selected Services described in Appendix A and on the basis of the Documents forwarded by the Customer in accordance with Clause 5.1.5.
- 5.2.5 The Supplier shall appoint an account manager who shall be in charge of relations with the Customer for contractual and operational aspects at a global level. The Supplier shall arrange regular meetings between the account manager and the Customer's Project Manager, as well as monthly reviews by phone/email to solve potential/recurring problems and/or improve processes.
- 5.2.6 The Supplier shall be able to substantiate, if required, the pricing of each Proposed ADM.
- 5.2.7 The Supplier shall perform the Services to the performance standards described in Appendix A.
- 5.2.8 The Supplier shall comply with all applicable policies of the Customer in so far they are formally disclosed and mutually agreed by the Parties including but not limited to Privacy Policy, Information Security Policies and procedures, code of conduct/ethics guidelines as amended from time to time, subsequent to the execution of the Agreement and before and during the commencement and performance of the Services under the Agreement.
- 5.2.9 The Supplier shall comply with all applicable legal and regulatory requirements in performance of the Services and immediately notify Customer if it receives a written intimation of non-compliance with any law by any person.

- 5.2.10 If any inquiry and/or investigation arises as a result of the conduct of the Supplier's personnel causing any detriment to the Customer, the Supplier shall assist the Customer in investigation process.
- 5.2.11 Notwithstanding anything to the contrary in this Agreement, upon the Customer's reasonable written request, the Supplier shall immediately remove any Supplier's personnel from participation in the Services. It is hereby clarified that the Customer shall not be responsible for any liability arising from termination of employment of Supplier's personnel under this Agreement and Supplier hereby acknowledges that it shall undertake any responsibility connected with termination of a Supplier personnel as stated above and/or consequent to termination of this Agreement.
- 5.2.12 Any software used by Supplier shall be free of viruses, malware and trojans which may affect the IT infrastructure of the Customer and ensure that Supplier shall take best commercial efforts to have all security measures as per the requirements
- 5.2.13 The Supplier shall take reasonable care to safeguard any of Customer's property that may have been entrusted to the care or custody of the Supplier, employees or subcontractors of the Supplier and the Supplier shall reimburse the Customer for such loss and damage to such property due to the negligent act or omission of the Supplier or supplier's employees, or subcontractors.
- 5.2.14 The Supplier shall not do or permit to be done and prevent its employees from doing at the premises of the Customer anything which would or may constitute an illegal act, a nuisance or cause a hindrance, annoyance or inconvenience to the Customer or other service providers or which might interfere with the Customer's Day to day business.
- 5.2.15 The Supplier shall rectify any documented error or defect in the work performed within a 30 days period upon receiving notification of such error or defect from the Customer, at Supplier's sole cost, provided said error or defect is not attributable to the provision of incorrect document by the Customer.
- 5.2.16 The Supplier represents and warrants that the Supplier shall, at its sole cost and expense, keep in effect or obtain at all times during the Initial Period or any extended period of this Agreement any license, permits and approvals that are legally required for the Supplier to practice its profession or provide the Services.

5.3 Joint Obligations

- 5.3.1 The Parties undertake to regularly consult one another so as to overcome any difficulty encountered during performance of the Agreement. In general, they shall do whatever is necessary to send to one another in good time all information that may be useful for the other Party to have in order to perform its obligations in accordance with the Agreement.

6 LIABILITY and indemnity

- 6.1 Subject to the provisions of, and limitations contained in this Agreement, each Party ("Indemnifying Party") shall hold harmless and indemnify the other Party and its respective directors, officers, licensors and employees (collectively, referred to as "Aggrieved Persons") from and against any claim, loss, suit, judgement, settlement, penalty, damages, expense (including reasonable legal costs and expenses) or liability incurred or suffered by any of the Aggrieved Persons, directly or indirectly, whether it's a third party claim or not, arising out of or in connection with:
- (i) Any loss or damage to property or any act of theft, pilferage of property committed by the Indemnifying Party or any employees, staff, agents or sub-contractors of the Indemnifying Party or any other person acting for or on behalf of the Indemnifying Party (whether such act is negligent or not);
 - (ii) fraudulent or dishonest acts committed by the Indemnifying Party or any employees, staff, agents or sub-contractors of the Indemnifying Party or any other person acting for or on behalf of the Indemnifying Party which causes financial loss;
 - (iii) any breach by the Indemnifying Party of its obligations, representations or warranties under this Agreement;
 - (iv) violation of any laws, regulations or rights of any party by any act or omission of the Indemnifying Party and/or its employees, staff, agents or sub-contractors or any other person acting for or on behalf of the Indemnifying Party;
 - (v) bodily injury, accident or death of any of the Aggrieved Persons, any third party, customers, business visitors and business invitees to the extent caused by any wilful, unlawful or negligent act or omission on the part of the Indemnifying Party or its employees, staff, agents or sub-contractors or any other person acting for or on behalf of the Indemnifying Party;

- (vi) any fines, penalties and/or awards made or imposed by any regulator or any other person against the Aaggrieved Persons caused by any wilful, unlawful or negligent act or omission on the part of the Indemnifying Party or its employees, staff, agents or sub-contractors or any other person acting for or on behalf of the Indemnifying Party.
- (vii) subject to proof any passenger claim made based on the improper conduct or performance, insofar as the Party alleged is responsible for any financial losses;
- (viii) Infringement or misappropriation or alleged infringement or misappropriation of an Intellectual Property Right of a third party;
- (ix) Violation of Confidentiality and Data Protection requirements as stipulated in this Agreement;

6.2 *The Supplier shall hold harmless and indemnify the Customer and its respective directors, officers and employees, licensors from and against any claim, loss suit, judgement, settlement, penalty, damages, expense (including reasonable legal costs and expenses) or liability incurred or suffered by any of the Cutsomer and its respective directors, officers and employees, licensors, directly or indirectly, whether it's a third party claim or not, arising out of or in connection with:*

- (i) provision of Services under this Agreement by the Supplier or its employees, staff, agents or sub-contractors or any other person acting for or on behalf of the Supplier and any error or defect in the work performed;
- (ii) misuse or unauthorized usage of the Amadeus IDs or license provided by the Customer.

6.3 The Parties acknowledge that the Supplier will be relying on the Customer to provide Transactions and data to it over which it has no control, in particular in relation to the accuracy or completeness of such Transactions and data and that the Supplier can only audit such Transactions and data and notify the Customer of any errors in the Transactions and data provided to it by the Customer using its reasonable endeavours in accordance with the terms of the Agreement. The Parties agree that the Supplier shall not in any circumstances be liable for any loss or damage at all arising from any inaccuracies, faults or omissions in, or in the provision of, such Transactions and data as supplied to it by the Customer.

6.4 Neither Party shall be liable to the other Party for any loss of profits, business or anticipated savings, nor for any indirect or consequential loss or damage, punitive, incidental and excemplary damages, claims; nor for any loss or damage to goodwill or consequential or indirect or punitive loss or damage suffered by a third Party.

Neither Party seeks to limit or exclude liability for death or personal injury to any employee of either Party, or subcontractor of the other Party arising from any act or omission solely attributable to that Party.

- 6.5 Either Party's total liability under the Agreement for direct loss in respect of any claim or a connected series of claims shall be limited to an amount equivalent to the total fees received by or payable to the Supplier in the 24 (twenty four) months period from the date of any claim.
- 6.6 In addition, and to the full extent permitted by law, the Supplier's liability to the Customer under the Agreement, or in tort (including negligence), under statute or otherwise will be reduced by the extent, if any, to which the Customer contributed to the loss, cost, expense or damage.
- 6.7 This Clause 6 shall survive the termination of the Agreement howsoever arising and the rights conferred upon the Supplier in this Clause 6 are in addition to and not in limitation of any other rights and remedies to which the Supplier may be entitled at law or in equity.

7 TERMINATION

7.1 Either Party may terminate the Agreement if:

- (i) the other breaches any of its terms and the breach if capable of remedy (save as to the time of performance) is not remedied within 60 days of a notice in writing from the Party not in breach specifying the breach and requiring it to be remedied;
- (ii) the other Party makes an assignment, composition or arrangement for the benefit of creditors, or is or becomes insolvent, or has a liquidator, administrator or receiver appointed over it or its assets, or enters into compulsory or voluntary liquidation (other than for the purposes of effecting a reconstruction or amalgamation of a solvent company in such manner that the company resulting from such reconstruction or amalgamation, if a different legal entity, shall agree to be bound by and assume the obligations of the relevant Party under the Agreement) (or any step or procedure is taken analogous to the foregoing in the jurisdiction in which it operates), or if it ceases or threatens to cease to trade.

7.2 Upon termination however arising, the Supplier shall cease to provide the applicable Services. Any termination of the Agreement shall be without prejudice to any other rights or remedies either Party may be entitled to under this or Agreement by law

and to any provision of the Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

7.3 In the event of termination of the Agreement, whatever the reason, the Supplier undertakes at the Customer's written request to destroy all fare and audit databases in its possession. The Customer is authorized to continue using Audit Data base during the period of 30 days after such termination date. After the expiry of such period the Customer's access to Audit Data base will cease.

7.4 Expiration or prior termination of this Agreement shall not prejudice the accrued rights and liabilities of the Parties.

8 CONFIDENTIALITY

8.1 The Agreement and all information regarding the business or activities of either Party including that relating to any systems or operations of either Party as disclosed, communicated or supplied to the other whether orally, in writing or by any other method or otherwise acquired under or in connection with the Services including, without prejudice to the generality of the above, all handbooks, manuals, drawings, designs, specifications, charts, diagrams, disks, all private information such as passenger information, contact numbers, email addresses, bank accounts or credit/debit card details and all sales and account details and any other documents or materials containing any such information made available to the other under or as a result of the Agreement shall at all times be treated as confidential ("Confidential Information").

8.2 In addition to Clause 8.1 above, the Parties agree:

8.2.1 to use the Confidential Information solely for the purpose of performing their respective obligations under the Agreement

8.2.2 to protect the Confidential Information from and against theft or damage or unauthorised copying or disclosure

8.2.3 not to allow any persons who are not employees or authorised representatives of either Party to have access to the Confidential Information or any copies of it

8.2.4 to restrict access to the Confidential Information to those of its employees directly engaged in providing/receiving Services under the Agreement;

8.2.5 to ensure that the employees of either Party who will have access to the Confidential Information are aware of and comply with the obligations under the Agreement;

8.2.6 return or destroy, upon the termination or expiry of the Agreement all Documents belonging to the other Party as per Clause 7.4 above.

8.3 Both parties shall hold and treat all Confidential Information in the same manner as if the Confidential Information were its own, in strict confidence and shall not without

the prior written consent by the Disclosing Party, make public or disclose to any third party.

8.4 Each Party shall implement rigorous security practises against any unauthorised copying, use, disclosure, damage, destruction of the Disclosing Party's Confidential Information and shall immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclose in any form.

8.5 This Clause 8 shall survive termination of the Agreement howsoever arising.

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9 DATA PROTECTION

Refer the conditions set out in Appendix C.

10 THE SUPPLIER REMUNERATION

10.1 In consideration for the Services, the Customer shall pay to the Supplier the total fees as mentioned in Appendix B (hereinafter known as the "Fees").

11 METHOD AND PLACE OF PAYMENT

11.1 All payments shall be made by the Customer by direct credit transfer to an account at a bank notified in writing to the Customer by the Supplier. The payment will be made through IATA Clearing House once this facility has been set up.

11.2 The payment will be made in USD unless the supplier is a Sri Lankan local supplier. Sri Lankan Suppliers will be paid in Sri Lankan Rupees (LKR) by convert using IATA Five Day Rate of the sales month for the Sales Audit and the billing month for the Interline Audit.

11.3 The Customer's billing address and contact numbers are as set out in the Contract or as otherwise notified by the Customer to the Supplier in writing.

11.4 The Supplier will provide a credit to the Customer equivalent to the fee related to the Audit Service Error paid to the Supplier for all invalid ADMs proven to the Audit Service Errors, provided that such errors have been brought to the attention of the Supplier. Such credit will be passed by way of issuance of credit note in the following month after the Audit service error has been agreed.

- 11.5 Customer shall be entitled to withhold or deduct from any payments due to the Supplier or any sums of money required to be withheld by the Customer under any law or regulation for the time being in force and/or pursuant to this Agreement. In the event the amounts to be withheld or deducted exceed the amount payable to the Customer at the relevant time, the Supplier shall pay such amounts to the Customer within fourteen (14) days of demand.”

12 NON-SOLICITATION OF PERSONNEL

- 12.1 Each Party undertakes not to solicit, hire or employ either directly or indirectly any worker of the other Party, whether as salaried personnel or otherwise.
- 12.2 The above undertaking shall be valid throughout the lifetime of the Agreement and for the period of two (2) years following its termination, whatever the reason may be.
- 12.3 In the event of a breach of this undertaking, the Party breaching the undertaking shall be bound to pay to the other Party lump sum compensation (a) where the worker is an employee of that other Party equal to twelve (12) months of the gross salary of the employee; or (b) where the worker is self-employed and/or a consultant, compensation equal to six (6) months of the daily rate paid to the self-employed worker/consultant.

13 ASSIGNMENT AND TRANSFER

- 13.1 The Agreement is personal to the Supplier and the Customer. Neither Party shall assign, transfer or sub-contract or otherwise dispose of its obligations under the Agreement, whether in whole or in part, except with the prior written consent of the other Party. Such consent shall not be unreasonably withheld.
- 13.2 Notwithstanding Clause 14.1, the Supplier may, with the prior written consent of the Customer (i) assign or otherwise transfer the whole or any part of the Agreement to any member of XXXXXX Group or to any entity with or into which it is merged or consolidated or to which it sells/buys all or substantially all its capital stock or assets associated with the provision of the Service; and/or (ii) subcontract the performance of the Service in whole or in part within the XXXXXX Group. Such consents will not be withheld unreasonably by the Customer. Any assignment or transfer or subcontracting should not increase the obligations of the Customer or decrease the rights of the Customer.

14 FORCE MAJEURE

- 14.1 Without prejudice to accrued rights and liabilities, neither Party shall be liable for, nor be in default by reason of any failure or delay in performing its obligations under the Agreement where such failure or delay is caused by any action or inaction of government authorities, fire, flood, mechanical difficulty, riot, war, civil war, threatened or actual hostilities or terrorism, insurrection, pandemic, labour dispute (other than those of Suppliers, employees, agents or subcontractors) Government intervention (including new laws, regulations or directives) or any other cause beyond its control ("Event of Force Majeure").
- 14.2 If either Party is affected by any Event of Force Majeure, it shall promptly notify the other Party of its nature and extent.
- 14.3 The Party so prevented or delayed by an Event of Force Majeure shall be excused from such non-performance to the extent and during the period of prevention or delay without extending the duration of the Agreement and shall exercise all due diligence to minimize the extent of the prevention or the delay in the performance of its obligations under the Agreement.
- 14.4 In the case where an Event of Force Majeure lasts longer than thirty (30) days from the date of its notification, then both Parties shall meet and seek to agree on the arrangements to be made to implement the remainder of the Agreement or to agree its termination.

15 MUTUAL REPRESENTATION AND WARRANTIES

- 15.1 Each Party represents and warrants that:

- i. it has the power to enter into and perform this Agreement and transactions and obligations under this Agreement;
- ii. it is duly incorporated with limited liability and validly existing under the laws of the respective jurisdictions;
- iii. it is not nor will it by executing this Agreement be in breach or default under any other existing Agreement or agreement binding on it or to which it is subject;
- iv. any consent, licence, approval or authorisation of any regulatory authority which is required in connection with the execution, performance, validity or enforceability of this Agreement has been obtained and is in full force and effect; and
- v. it shall perform its obligations and duties under this Agreement in a professional and ethical manner and in accordance with the relevant laws.

15.2 In addition to the above, the Supplier represents and warrants to the Customer that:

- i. it meets the technical requirements set out in the responses to the RFP; at the subsequent negotiations and that all information and documents provided by it to the Customer in response to the RFP and during subsequent evaluation of the Supplier are true and correct;
- ii. the Services shall conform in all material respects to the specifications, requirements and performance criteria indicated by the Customer as set out in the Appendices;
- iii. it owns or has the right to use, and will at all relevant times own or have the right to use, all Intellectual Property Rights necessary to supply the Services; and will not infringe or cause the Customer to infringe any person's Intellectual Property rights in supplying or receiving the Services;
- iv. it is not the subject of any investigation or disciplinary action by any regulatory authority

- v. it is not insolvent or unable to pay its debts as they fall due, no order has been made or petition presented or resolution passed for its winding-up or administration and no receiver, administrative receiver or manager has been appointed by any person of its business or assets or any part thereof, nor has any equivalent or analogous event taken place.
- 15.3 Either Party shall promptly inform the other should any representation or warranty under this Clause cease to exist or become invalid. Failure to inform the other party diligently may be considered a material breach.
- 15.4 Each Party shall be responsible for all of its own costs incurred in the performance of its obligations hereunder.
- 15.5 Each Party shall from time to time upon the request of the other Party execute any additional documents and do any other acts or things which may reasonably be required to effectuate the purposes of this Contract.
- 15.6 Both Parties shall undertake all necessary action to meet the requirements set out in any implementation or project plans and the terms and conditions of this Contract so as to facilitate a smooth transition of the provision of the Services to Supplier to ensure that the transition proceeds with due expedition and without delay and that the Services shall be provided by Supplier with effect from the Service Commencement Date.

16 ADVERTISING AND PUBLICITY

No advertising, written articles, broadcasts or public statements shall be undertaken or initiated by either party or its agents with respect to this Agreement without the prior written approval of the other Party except for instances where a Party is bound to disclose in compliance with local laws and regulations.

17 SUNDRY PROVISIONS

- 17.1 The Agreement and its Appendices express all of the Parties' obligations with regard to its subject matter and cancel and supersede all other documents, communications or previous agreements that may have been exchanged or made between the Parties concerning the subject matter of the Agreement. The Agreement may only be amended by a written agreement which has been duly signed by the authorised representatives of the Parties.

- 17.2 Each of the Parties to the Agreement is an independent contractor and not an agent or representative of the other Party for any purpose whatsoever. Neither of the Parties may give guarantees nor make statements on behalf of the other Party and neither can they assume or create any obligation whatsoever on behalf of the other Party. Moreover, each of the Parties shall be solely liable for its acts and omissions and those of its personnel. Nothing contained in the Agreement shall be construed as creating a joint venture, partnership or employment relationship between the Parties.
- 17.3 The fact that one of the Parties does not take action against the other Party on the ground of that other Party's breach of its obligations under the Agreement shall not be interpreted in the future as a waiver of its rights or the obligation in question.
- 17.4 Neither Party may bring any legal action, regardless of its nature, more than one year after the occurrence of the event or the origin of this legal action, except in the case of fraud or unlawful conduct by the other Party
- 17.5 Except as provided under this agreement, no person who is not a Party to the Agreement (including any employee, officer or subcontractor of either Party) shall have the right to enforce any term of the Agreement without the express prior agreement in writing of the Parties.
- 17.6 If any provision of the Agreement is declared inoperative, void or illegal by a court or arbitral tribunal of competent jurisdiction, the Parties shall agree, through negotiations in good faith, to replace any such part of the Agreement in such a way that, as amended, it is valid and enforceable and to the maximum extent possible carries out the original intention of the Parties. The failure of the Parties to reach an agreement on a replacement provision shall not affect the remaining provisions which shall continue in full force and effect unless the Agreement is thereby rendered impossible to perform.
- 17.7 The text of the Agreement is written in the English Language and any difficulties or uncertainties in interpretation arising shall be solved by reference to the English text and each Party shall be responsible for its own costs incurred in making any translations of the Agreement.
- 17.8 The Agreement and its Appendices have been produced in two counterparts which when each Party has signed and initialled each page of its counterpart, those counterparts shall be dated the same date and exchanged and each counterpart shall be treated as the original of the Agreement and its Appendices.

- 17.9 Both Parties warrant that the signatory on their behalf of the Agreement is duly authorised by and has the power to enter into the Agreement on behalf of that Party.

18 INSURANCE

The Supplier agrees to arrange and keep in place the undernoted policies of insurance;

- i. A workmen's compensation policy of insurance covering all employees and / or representative of the Supplier involved with the performance of this contract. The policy shall be extended to cover riot and terrorism.
- ii. A public liability policy of insurance covering third party bodily injury / death and / or third party property damage including injury / death caused to of employees of the Customer and property damage of the Customer. The policy shall have a limit of liability per event of not less than LKR 5,000,000 and shall be extended for fire and explosion.
- iii. A professional indemnity policy of insurance with a limit of indemnity of not less than LKR 5,000,000 per event.

19 VARIATIONS AND AMENDMENTS

Save to the extent expressly referred to in the Agreement, any variation to the scope or terms of the Agreement shall be jointly agreed and accepted in writing by the Parties. Otherwise, any purported variation will be considered a breach of the Agreement made by the Party seeking to apply such variation.

20 NON EXCLUSIVE RIGHTS

- 20.1 The Parties agree that the Customer is not bound by any exclusive rights commitment vis-à-vis the Supplier and vice versa.

21 NOTICES

- 21.1 Any notice, election or other communication required to be given or submitted under the terms of the Agreement shall be made in writing and shall be (i) delivered by hand, or (ii) sent by prepaid world-renowned courier (in which case such notice shall take effect on the date the notice is recorded as having been delivered to the recipient's address as set out below), or (iii) sent by facsimile transmission with delivery confirmed (in which case such notice shall take effect on the day the facsimile has been sent if it is during a Working Day on the Site, and on the next

Working Day if it is a Saturday, Sunday or a bank, public or statutory holiday or if sent after the end of the Working Day).

- 21.2 Notices shall be sent to the Party's address detailed below or to such other address or fax number or person as the relevant Party may from time to time notify to the other Party.

In case of the Supplier

Name :
Designation :
Address :
Email :
Telephone Contact :

In case of the Customer

Name : Mr. S. Surendra
Designation : Senior Manager Revenue Accounting
Address : SriLankan Airlines Ltd, Finance, Airline Centre,
Bandaranaike International Airport, Katunayake,
Sri Lanka.
Email : suren.surendra@srilankan.com
Telephone Contact : : Office +94197332607 | Mobile: +94744442692

22 COPYRIGHT AND TITLE

- 22.1 Where any materials or information are provided by One Party to the other to perform the Services, whether or not through sub-contractors, then the Party providing materials or information shall ensure that it has first obtained all necessary licences and consents in respect of any applicable copyright or other intellectual property rights to provide such information to the other Party. Any actions or claims arising out of any infringement or alleged infringement of such rights and where the other Party reasonably incurs any charges with regard to any such licenses or consents the Party providing such material or information agrees to

reimburse the other Party for them and shall indemnify the other Party against such actions or claims.

22.2 The Services contain confidential information and represent and embody certain valuable proprietary information of a Party and all copyright, trade mark, service marks and other intellectual property rights in them are and shall remain the exclusive property of that Party, as the provider of the Services. All right title and interest in and to any modifications to the Services belong to a Party and shall be included in the definition of Services for all the purposes of the Agreement.

22.3 Both Parties acknowledge that the Other party will suffer irreparable harm should the Parties fail to abide by the provisions of this Clause 22 and that the Party Affected shall, in addition to recovering damages, be entitled to obtain injunctive relief from a court of competent jurisdiction to enjoin the Defaulting Party from infringing the proprietary rights of Affected Party.

23 GOVERNING LAW AND JURISDICTION AND DISPUTES RESOLUTION

23.1 This Agreement shall be Governed and construed in accordance with the Laws of Sri Lanka.

If a dispute arises in connection with the interpretation or performance of the Agreement, the Parties shall endeavour to settle the dispute out of court before referring the matter to court in accordance with the following process:

23.1.1 The Parties will in good faith attempt to resolve the dispute via dialogue between the respective Parties' project managers within 15 Working Days of the of the dispute having arisen.

23.1.2 In the event the project managers fails to resolve the dispute within 15 Working Days of the dispute having arisen, the dispute will be escalated to the representatives of Parties who shall either be directors or senior managers, senior management authorised to bind the Party which they represent.

23.2 Notwithstanding the reference of the dispute for settlement out of court as set forth in Clause 23.1, in the event the dispute is not resolved within a period of 1 month after the dispute is notified by the other Party and irrespective of the parties having exhausted the above process if not, The Dispute shall be resolved in accordance with the Rules of Singapore International Arbitration Centre (SIAC).

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto as of the day and year first above written.

For and on behalf of
XXXXXXXXX Limited

Name:
Title:

Witness:

Name:
Title:

For and on behalf of
SriLankan Airlines Limited

Name:
Title:

Witness:

Name:
Title:

Appendix A Description of the Service & Scope

1. Audit & Revenue Recovery Services

1.1 Sales Audit & Interline Second Pass Audit

A. BUSINESS REQUIRMENT

- **Sales Audit**

Audit of all traffic documents sold, refunded, exchanged through distribution Channels worldwide in connection with Passenger transportation and recovery of monies due to SriLankan Airlines.

- **Interline Second Pass Audit**

To identify the weak areas of Interline billing & recover the under billed values in terms of outward billing and over accepted values billed by other airlines in terms of inward billing.

B. DISTRIBUTION CHANNELS

- **Sales Audit**

BSP, ASD and ARC Agency, General Sales Agency, Passenger sales Agency, Ground Handling Agency and Direct at SriLankan Airlines ticketing Counters.

- **Interline Second Pass Audit**

Tickets issued through worldwide Airlines & sales channels.

C. TYPE OF DOCUMENTS

- **Sales Audit**

Passenger ticket
Electronic EMDs
Excess Baggage EMDs
Refund Documents (Refund Advice / Application)

- **Interline Second Pass Audit**

Other airline passenger documents (tickets) uplifted by SriLankan Airlines & UL tickets uplifted by other airlines

D. AUDIT PARAMETERS

- **Sales Audit**

- Fare on tickets issued using published/unpublished fares filed in Global Distribution systems
- Fare on tickets issued using fares not filed through GDSs (according to UL manual fare sheets/ad-hocs)
- Eligibility
- Day/Time applicability
- Seasonality
- Flight Application/restriction
- Advance purchase/Ticketing conditions
- Stopovers
- Fare combination
- Surcharges (YQ,Q & etc)
- Travel Restrictions

- Sales Restrictions
- Penalties
- Ticket Endorsements
- Fare By Rule
- Voluntary Changes
- Reservation Booking Designator (RBD of SriLankan Airlines and Other Airlines)
- Sale date and Place of issue validity.
- Discounts (Child, Infant, Student, Seaman, to any other promotional, with proof if required)
- Travel date validity including black-out periods
- Commission Applicability
- Carrier Combination (Unrestricted or with carriers having Special Prorate Agreements)
- Group Travel Conditions
- Excess baggage Calculation
- Taxes and surcharges(Payable to third party and Airline specific)
- Routing (Stopover, transfer....)
- Ticket Validity
- Reissue Calculation
- Baggage allowance
- Refund Calculation
- Minimum / Maximum stay and add-ons
- Name Changes
- Service fee (including OB)
- All fare relates conditions
- All other UL/IATA rules applicability

- **Scope of Interline Secon Pass Audit**

- Outward billing
- Inward billing

The audit verification shall be governed as per guidelines mentioned in IATA Revenue Accounting manual ("RAM") and Special Prorate Agreements (SPA).

Audit should be performed on Non **oneworld** airlines.

Should provide the scope to understand the weak areas of Interline billing & recovers the under billed values in terms of outward billing and over acceptance values billed by other airline in terms of inward billing.

- All listed parameters under Sales audit when necessary

- **Audit Parameters for Interline Second Pass Audit**

SPA/CSA/MPA/Proviso Applicability
 IATA rule applicability
 TAX & Surcharges
 Interline Service Charges

Each ADM/Audit Identification need to be proposed in the currency appearing on the audited document to which it relates. No ACM will be proposed.

1.2 ADM Upload

The Supplier shall upload ADMs through ADM Standard Delivery Channels on behalf of the Customer on time.

1.3 Waiver Management

Supplier needs to facilitate the transmission to the Supplier of fares and Pre-waived Transactions and provides search facilities to the Customer. The Supplier shall provide Waiver Evaluation. The Supplier will evaluate the difference between the value of the Pre-waived Transaction and its value had it not been waived.

1.4 Disputes Management Service

Where the Agencies raise disputes over the ADMs issued by the Supplier they shall present the disputes in either BSPlink or send notification of the dispute via e-mail. The Supplier shall download such disputes submitted by Agencies in BSPlink/ASD or, when not available to the Agency, through e-mail and shall respond to the disputes with information that support the ADM or accept the disputed item, if the Agency provides valid information to cancel the ADM. All the disputes will be handled in the English language.

If the dispute presented by the Agency is with a view to reaching a commercial agreement with the Customer or if, after three or more replies, the Agency continues to dispute the ADM, the Supplier will transfer such dispute to the Customer, together with all information supporting the ADM.

The Supplier will only be required to respond to disputes raised in respect of ADMs that are no older than 9 months.

1.5 Collections Management Service

After the submission of ADMs to ARC Agencies, the Supplier shall contact ARC Agencies to request payment of the ADMs raised by the Supplier on behalf of the Customer that remain unpaid. The Supplier will contact the Agency at least twice a month, through any combination of the following media: e-mail or telephone. The tone, pressure and format of contact shall be agreed by the Parties.

The Customer must inform the Supplier, within 5 working days, of any collections that it has made from Agencies outside ARC settlement or that have been waived.

ADMs that have not been collected after 9 months are excluded from the scope of the Collection Management Service.

2. Additional Optional Audits

2.1 PNR Audit

The Customer shall provide the PNR feed in a format, frequency, and by a secure transfer mechanism agreed between the Parties.

The Supplier shall load the PNR file and filter the Transactions to be audited according to the scope defined.

The Supplier shall audit the PNR elements agreed between the Parties.

ADM Creation and ADM Validation works as stated in agreement.

Where a document contains multiple errors being rated to Sales Audit and PNR, the reason is assigned according to the error with the highest value .

2.2 Revalidation Audit

The Customer shall provide the PNR feed in a format, frequency, and by a secure transfer mechanism agreed between the Parties.

The Supplier shall load the PNR file and filter the Transactions to be audited.

The Tickets are re-audited whenever PNR changes are received with no related EMDs or ticket number in relation to the change unless the Supplier has been notified of schedule changes, flight cancellations and pre-waivers.

Tickets that meet the criteria for Revalidation are re-audited on an agreed frequency cycle after the original audit period and continue until the last coupon of the ticket is flown.

The ADM is sent to the Agency making the violation. If the Agency is in a different Country, the ADM is raised in the appropriate currency-

3. Technical features of the workstations

Component	Supported system	Recommended system
Operating System		
Browser		
RAM		
Monitor		
Internet Connection (necessary for getting and sending data)		
Microsoft SW		
Network security configuration (firewall)		
Database server Software		

4.THE SERVICES FOR FARE AUDIT

The Services provided by the Supplier shall be carried out in accordance with the table below:

Sales Source (BSP/ARC/ASD GSA/OWN Direct Sales)	Audit Commencement date	Sales Month	Services Provided
BSP/ASD			A,B,C, D,E,F,G
ARC			A,B,C,D,E,G,H
GSA(including GHA & PSA)			A,B,D
OWN			A,B,D

The Supplier shall audit the following document types:

- (A) Tickets
- (B) Exchanges
- (C) Refunds
- (D) EMDs

The Supplier shall provide the following additional services:

- (E) ADM upload
- (F) Waiver Management
- (G) Dispute Management Service
- (H) Collection Management Service

Appendix B: The Supplier Remuneration

Appendix C: Extended Information Security Schedule

Data Security Schedule

This Data Security Schedule is for service providers, contractors, and other interested third parties (hereafter referred to as the Service Provider) "Services/Solution" means the scope of work covered in the respective Request for Proposals (RFP).

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
1	Privacy Policies		
1.1	Service Provider shall comply with the obligations under the EU General Data Protection Regulation (GDPR) as morefully set out in [https://gdpr.eu/tag/gdpr/] in relation to any Personal Data of customers, employees, and Board of Directors of SriLankan Airlines.		
1.2	Service Provider shall process any Personal Data solely for the purposes identified by the relevant Agreement.		
1.3	Service Provider shall have in place appropriate technical and organizational measures to ensure a level of security commensurate with the risks associated with the Processing of Personal Data, such measures shall be appropriate to protect against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of or access to Personal Data.		
1.4	Service Provider shall notify SriLankan promptly and without undue delay and in any event within 24 hours of becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data ("Personal Data Breach") of the existence, nature and scale of the Personal Data Breach and shall comply with its obligations under the EU GDPR in respect of the Personal fine; and co-operate with SriLankan to make any reasonable changes to its processes or procedures to prevent a reoccurrence of the Personal Data Breach.		
1.5	Service Provider shall not engage any third-party provider or non-employees to process Personal Data unless SriLankan has expressly consented in writing in advance to the use of such service . The Service Provider shall ensure that any person acting under its authority in relation to the Personal Data, including a Data Processor, is obligated to Process the Personal Data only on the instructions of SriLankan and have in place appropriate technical and organizational measures to ensure a level of security commensurate with the risks associated with the Processing.		
2	Security Governance		
2.1	Solution and the Service Provider shall be at least compliant (preferably certified) with the latest ISO/IEC 27001 Information Security Management System (ISMS) standard.		

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
2.2	Service Provider shall designate named individual or a team with overall accountability for Information Security, to review compliance and enforce information security requirements in the agreement with SriLankan Airlines and liaise with SriLankan Information Security team as required.		
3	Security Risk and Compliance		
3.1	Service Provider shall perform Information Security risk assessments on periodic basis and maintain a register of security risks related to the provision of its services to SriLankan and to processing of SriLankan information and/or information systems.		
3.2	Service Provider shall comply with all applicable SriLankan corporate and Information Security policies, standards, and procedures.		
3.3	Service Provider shall notify SriLankan Airlines where sub-contractor is engaged to provide services and shall ensure that sub- contractor also abides by this policy.		
3.4	Service Provider shall abide by the contractual agreements put in place with respect to SriLankan Airlines requirements which includes but not limited to data ownership and intellectual property rights.		
3.5	Service Provider agreed that SriLankan Airlines may perform periodic assessment of the Service Provider's publicly visible security posture where necessary and the results will be: <ul style="list-style-type: none"> a) Shared with the Service Provider and the Service Provider shall take reasonable action to fix the anomalies/vulnerabilities within an agreed timeline by both parties. b) Considered in the future engagement with the SriLankan Airlines. 		
4	Personnel and Physical Security		
4.1	Service Provider shall implement all applicable physical and environmental security controls to provide adequate protection to SriLankan information & information systems.		
4.2	Service Provider shall maintain a formal employee separation process which includes but not limited to revocation of access, return of assets, exit interview.		
5	Security in Applications, Systems and Networks		
5.1	Service Provider shall ensure that SriLankan information and/or information systems are physically or logically segregated from other customers.		
5.2	Service Provider shall design, implement, and operate suitable controls to ensure continuity of services in accordance with system uptime and performance requirements, Recovery Time Objective and Recover Point Objective.		

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
5.3	Service Provider shall maintain an established process to provision, review access rights of, de-provision user and service accounts. Periodic access review reports shall be submitted to SriLankan.		
5.4	Service Provider shall implement and operate robust network, system, and application access controls to authenticate, authorize and log all access attempts pertaining to SriLankan information and information systems. This applies to access attempts made by users, services, and devices.		
5.5	Service Provider shall not process or store SriLankan information on end user systems like laptops, desktops, mobile devices, etc. Where this is a legitimate requirement, adequate security controls including but not limited to encryption, access control, Mobile Device Management shall be implemented and operated.		
5.6	Service Provider shall conduct annual vulnerability assessments and/or penetration tests on applications, systems and networks that transmit, process or store SriLankan information. Reports shall be shared with relevant stakeholders in SriLankan. The Service Provider shall apply security patches in mutually agreed timeline without any cost escalation.		
5.7	SriLankan Airlines may perform Vulnerability Scans at least annually and findings will be notified to The Service Provider. If any vulnerability is found, The Service Provider shall agree to apply security patches in mutually agreed timeline without any cost escalation.		
5.8	Service Provider should provide to SriLankan Airlines on request, the status of the closure of high vulnerabilities.		
6	Security in System Delivery Lifecycle		
6.1	Service Provider shall have an established Software/Systems delivery Lifecycle process embedding adequate security at all stages, including but not limited to secure by design, secure by default and security in deployment in accordance with the applicable external standards, regulations and SriLankan requirements.		
6.2	Service Provider shall conduct security code reviews for all versions of the application prior to release. Reports shall be shared with relevant stakeholders in SriLankan.		
6.3	Service Provider ensure that access to program source code is restricted and strictly controlled.		
6.4	Service Provider shall conduct security code reviews for all versions of the application prior to release. Reports shall be shared with relevant stakeholders on request basis.		
7	Data Security		

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
7.1	Service Provider shall design, implement, and operate adequate security controls to protect confidentiality, integrity, and availability of SriLankan data and/or information in accordance with the classification levels in liaison with SriLankan Airlines.		
7.2	Security controls for adequate protection shall include but not limited to access control, cryptography, data backups, Data Loss Prevention, Digital Rights Management, Anti-Malware.		
7.3	Service Provider shall retain SriLankan data and/or information based on SriLankan data retention policy which is 12 years as per Right to Information Act, No. 12 of 2016.		
7.4	Scheduled data backups should be available within the solution and the backup retention period should be 12 years for all SriLankan/service-related data.		
7.5	SriLankan Data in Cloud Environment: The Service Provider must operate a Layered Security model at the perimeter, core network, systems, application, and data layers to adequately protect SriLankan data.		
7.6	SriLankan Data in Cloud Environment: SriLankan data and application environment must be segregated from other entities' environments.		
8	Authentication & Password Compliance		
8.1	The Solution should be capable of integrating with Microsoft Active Directory or The Service Provider shall use Role Based Access & Workflow Approvals (Segregation of Duties) with in the solution. The Service Provider shall apply following minimum the Password Policy rules with in the solution; Password age – 90 Days, Minimum password length – 8 Characters, Password change at initial login, Password Complexity (at least one 'UPPERCASE' character, at least one 'lowercase' character, mixture of numbers and/or symbols), lockout after 5 unsuccessful attempts, 30 minutes lockout duration, password history – 8 passwords)		
8.2	The Service Provider shall transfer Authentication information through secure protocols.		
8.3	The solution should be able to display the time and date of last successful login, and any failed login attempts to user.		
9	Audit & Event Logs		
9.1	Application Audit Logs (including transaction logs), Database Level Audit Logs, and Event Logs (including successful/unsuccessful login attempts) should be available within the solution.		
9.2	The solution should be capable of keeping logs for all user activities, including administrative and privileged user activities, and system configuration changes.		

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
9.3	Solution and/or Service Provider(s) shall agree to transmit collected audit, security, and transaction logs to SriLankan Airlines on demand.		
10	Encryption & Anonymization		
10.1	The Service Provider shall use industry standard encryption to encrypt Data in transit and Data at rest.		
10.2	Data anonymization minimizes the risk of information leaks. Service Provider shall deploy Data Anonymization technologies to personally identifiable data and any other applicable data set.		
11	Connectivity and Access Control		
11.1	The solution should be enabled with current TLS version certificates.		
11.2	The Service Provider shall protect Remote diagnostic and configuration ports.		
11.3	The Service Provider shall configure inactive Session timeout (for Application, Database, OS, Console)		
12	Service Continuity (Following values are expected minimum and this is subjected to change based on the criticality of the solution)		
12.1	Availability - 99.95% or higher		
12.2	Recovery Time Objective - 1 hour or less		
12.3	Recovery Point Objective - 1 hour or less		
13	Right to Audit & Monitor		
13.1	The Service Provider shall agree that performance of the Services will be subject to audit and monitoring by SriLankan Airlines.		
14	Legislative, Standards & Regulatory Compliance		
14.1	The Service Provider shall agree to sign a Reciprocal Non-Disclosure Agreement with SriLankan Airlines		
14.2	Information shared or services obtained as part of SriLankan Airlines engagement The Service Provider will be governed by requirements set forth in ISO/IEC 27001:2013 Information Security Management System (ISMS) and subjected to signing this policy which will become an integral part of the Service Agreement(s).		
14.3	In the event the Solution and/or Service Provider(s) handle payment card information, the Solution and/or Service Provider(s) should be compliant for PCI DSS (Payment Card Industry Data Security Standard) standard and the certification should be up to date.		
14.4	Solution and/or Service Provider(s) shall comply with acts, regulations, circulars, guidelines are related to eLaws and policies of Sri Lanka government (published on https://www.icta.lk/act/), including and not limited to, Sri Lanka Computer Crime Act No 24 of 2007 and Information and Communication Technology Act No.27 of 2003.		
15	Evaluation of The Service Provider/Cloud Service Provider (CSP)		

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
15.1	Service Provider agrees that SriLankan may perform periodic assessment of the CSP's security posture where necessary with advance notice.		
15.2	The Service Provider/CSP hosting SriLankan data shall maintain certification in good standing with an approved Information Assurance Framework. The certification by an independent and recognized third-party may be required to get a reasonable assurance that security controls are planned and properly implemented.		

Annexure F : Standard Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("the Agreement") made and entered into on the day of last party signing this Agreement ("the Effective Date"), by and between

SRILANKAN AIRLINES LIMITED a Company duly incorporated under the laws of Sri Lanka bearing Company Registration No. PB 67 and having its registered address and principal business at the Airline Centre, Bandaranaike International Airport, Katunayake in the Democratic Socialist Republic of Sri Lanka (hereinafter referred to as the "**SLA** " which term shall where the context so requires mean and include the said SRILANKAN AIRLINES LIMITED, its successors and permitted assigns) of the First Part, and;

XXXXXXXXXX a company duly incorporated under the laws of Sri Lanka bearing company registration number **XXXXXXX** and having its registered office at **XXXXXXXXXX** (hereinafter referred to as "**Company**" which term shall where the context so requires mean and include the said **XXXXXXXXXX** , its successors and permitted assigns) of the Second Part; and

(SLA and Company are collectively referred to as the "Parties" and individually referred to as a "Party")

WHEREAS the Company is in the business of providingservices

WHEREAS SLA is an international commercial airline registered in Sri Lanka;

WHEREAS the Company and SLA are in discussions to XXXXXXXXXXXXXXXXXXXX with XXXXXXXXXXXXXXXX (the "Purpose") and both parties agree that in order to discuss, negotiate the Purpose each of the Company and SLA may disclose to the other information of confidential private and proprietary nature

AND WHEREAS in view of the confidential private and proprietary nature of information to be disclosed and exchanged between the Parties, IT IS HEREBY AGREED AS FOLLOWS:

1. All information provided by each Party to the other to facilitate discussions and meetings between the Parties with respect to the Purpose, whether it be transmitted orally, electronically or in writing, information relating to either Party, shall be considered as "Confidential Information". In relation to the Purpose, the Parties in particular agree and acknowledge that the following information is Confidential Information.

Technical and business information relating to airline business information systems, existing and/or contemplated products and services, proprietary ideas and inventions, trade secrets, drawings and/or illustrations, research and development, financial information and financial projections, customers, clients, marketing, and current or future business plans and models, specifications, records, data, computer programs, drawings, schematics, know-how, notes, models, reports, samples or other forms of copies, derivations, analyses, compilations, studies,

memoranda, name of the Party, official logo of the Party, notices and other materials designated as "Confidential Information" at the time of its disclosure.

2. Each Party acknowledges and agrees:

2.1 that all Confidential Information received by either Party ("Receiving Party") from the other Party ("Disclosing Party") shall be and shall remain the exclusive property of the Disclosing Party and no title to or other interest in the Confidential Information is granted or transferred to the Receiving Party by this Agreement.

2.2 to receive in confidence any Confidential Information and to limit access to such Confidential Information to the Authorized Representatives who have a need to know the Confidential Information on behalf of a Party in order for the Party to engage in the Purpose;

2.3 to not disclose the Confidential Information to third parties other than Authorized Representatives or authorize other personnel to discuss such Confidential Information with others without the prior written approval of the Disclosing Party.

2.4 the disclosure of the Confidential Information by any Authorized Representatives in a manner inconsistent with any of the terms hereof shall be deemed to be a breach of this Agreement by Receiving Party for all purposes of this Agreement.

2.5 to use the Confidential Information only for the Purpose, services or analysis related to the Purpose. If a Party seeks any other use, it must seek the written agreement of the Disclosing Party who may refuse so for any reason whatsoever;

2.6 to return promptly to the Disclosing Party, or to destroy any copies of such Confidential Information in written, graphic or other tangible form at the Disclosing Party's request including all copies and notes thereof and including Confidential Information incorporated into analyses, compilations, studies or other documents prepared by the Receiving Party with destruction being certified in writing by an officer of the Receiving Party. The Receiving Party shall not be obligated to erase the Confidential Information that is contained in an archived computer system backup in accordance with its security or disaster recovery procedures, all of which shall continue to be held by the Receiving Party and kept confidential and subject to the terms of this Agreement.

2.7 Neither disclosure of Confidential Information nor this Agreement shall be construed as a license to make, use or sell the Confidential Information to products derived there from.

2.8 For the purposes of this Agreement, "Authorized Representatives" mean the officers, shareholders, directors, employees, agents or professional advisers of the Receiving Party; who (i) are directly involved in the Purpose; and (ii) are obligated to protect the Confidential Information in accordance with the terms hereof and limit its use to evaluation of the Purpose.

2.9 Neither Party may use the other's name, trademarks, or trade names, or logo, or any other intellectual property or those of its subsidiaries or affiliates, in any manner, especially advertising,

without the other's expressed written consent, which may be withheld in such Party's sole discretion.

3. These obligations do not apply to Confidential Information which:
 - 3.1 As shown by reasonably documented proof, was in the other's possession prior to receipt thereof from the disclosure; or
 - 3.2 As shown by reasonably documented proof, was received by either of the Parties in good faith from a third party not subject to a confidential obligation under any other agreement; or
 - 3.3 Now is or later becomes publicly known through no breach of confidential obligation by SLA or the Company as the case may be.
 - 3.4 Is disclosed pursuant to a requirement imposed by a government agency having a regulatory authority over the relevant Party or is otherwise required to be disclosed by operation of law;
 - 3.5 Was developed by either Party independently without using any of the Confidential Information received from the other Party; or
 - 3.6 Is authorized in writing by the other Party to be released or is designated in writing by that other Party as no longer being confidential or proprietary; or
 - 3.7 Is being used to enforce its legal rights against the other Party
4. Nothing contained in this Agreement shall act to prevent any one or all of the Parties hereto from concurrently or otherwise discussing or planning or initiating similar projects with non-parties to this Agreement so long as the nondisclosure aspects of this Agreement are not violated. Neither Party shall discuss or disclose in writing or by any other means to any third party, any information knowingly allusive to any Confidential Information.
5. The Receiving Party shall be responsible for any breach of this Agreement by the Receiving Party or any Authorized Representative and shall defend, indemnify and hold harmless the Disclosing Party from and against all manner of actions, causes of actions, proceedings, claims, demands, damages, losses, expenses, penalties, fines, costs, that the Disclosing Party suffered, incurred, may suffer or may incur as a result of or in connection with any breach of this Agreement by the Receiving Party and/or the Authorized Representative.
6. It is agreed that a violation of any of the provisions of this Agreement may cause irreparable harm and injury to the non-violating Party and that Party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to an injunction enjoining and restraining the violating Party from doing or continuing to do any such act and any other violations or anticipatory violations of this Agreement. Except

in showing of willful violation of this Agreement, neither Party shall be liable to the other, whether in contract or in tort or otherwise, for special, indirect, incidental or consequential damages.

7. Neither this Agreement nor provision of Confidential Information pursuant to it shall be construed as an offer, acceptance, agreement, commitment, promise or representation by either Party to do business or to enter into any transaction with the other Party.
8. This Agreement shall be construed in accordance with the laws of Sri Lanka and shall be subject to the exclusive jurisdiction of the Courts in Sri Lanka.
9. This Agreement is the entire agreement between the Parties with respect to nondisclosure of Confidential Information pertaining to the Purpose and supersedes all prior agreements and understanding with respect to this subject. This Agreement may be amended only by written agreement executed by both Parties. This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other. This Agreement shall be binding on agents, successors and permitted assigns of the Parties.
10. This Agreement shall remain valid until it is terminated by either Party with 30 days' prior written notice. However, the obligations of the Parties accrued and arisen hereunder shall survive the termination of this Agreement.

IN WITNESS WHEREOF the authorized signatories of SRILANKAN AIRLINES LIMITED and [incorporated name of the company] have placed their respective hands hereto and to one other of the same tenor.

FOR AND ON BEHALF OF
SRILANKAN AIRLINES LIMITED

Name:

Designation:

Date:

FOR AND ON BEHALF OF
XXXXXXXXXX

Name: xxxxxxx

Designation: xxxxxxx

Date: