

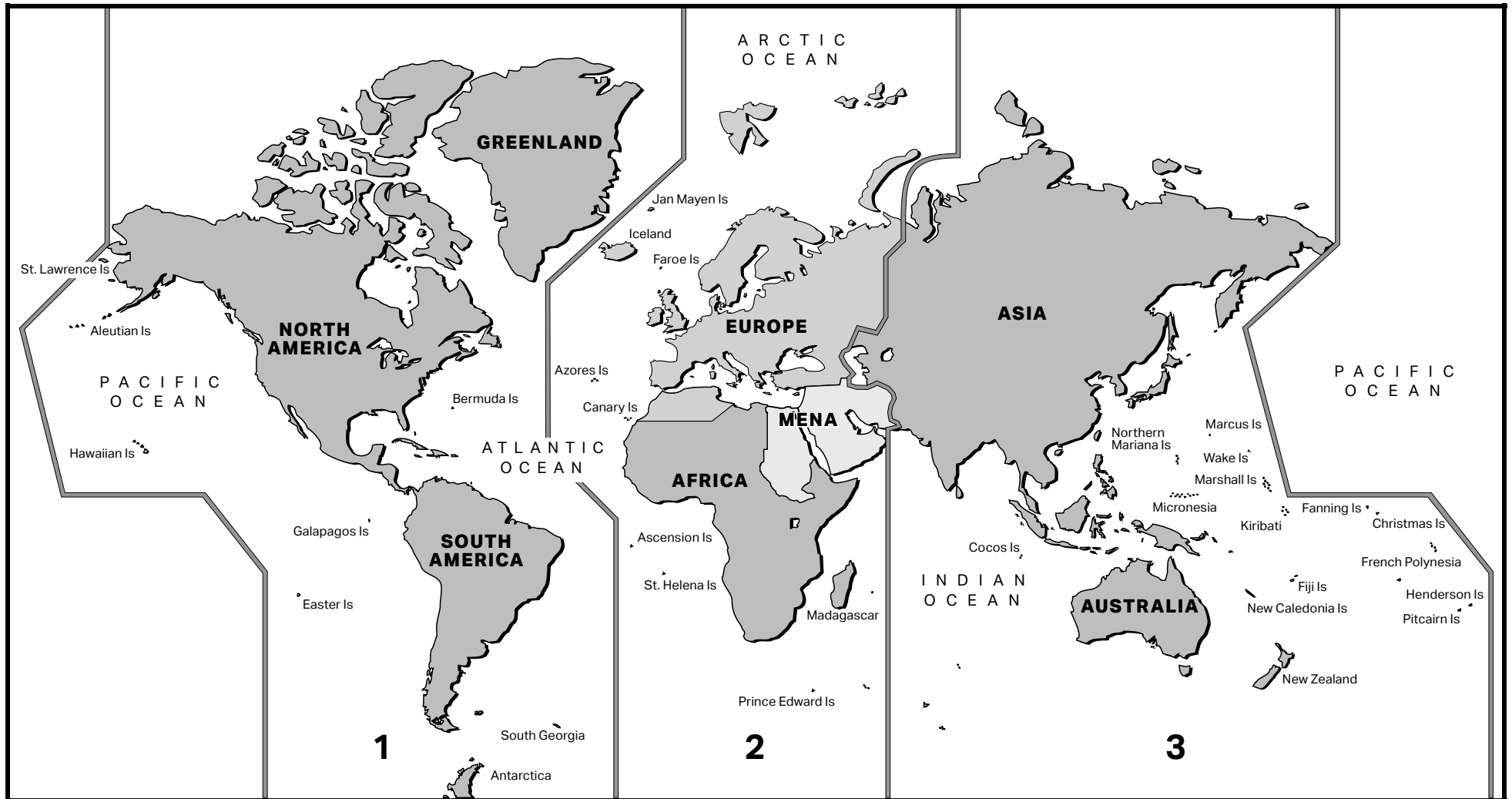
Effective 1 October 2024

Latin American Air Cargo Program Handbook (LAACP)

Edition 4



IATA AREAS



AREA 1 • NORTH, CENTRAL, SOUTH AMERICA AND ENVIRONS

AREA 2 • EUROPE, MIDDLE EAST, AFRICA

AREA 3 • FAR EAST, AUSTRALIA, NEW ZEALAND, PACIFIC ISLANDS

Effective 1 October 2024

Latin American Air Cargo Program Handbook (LAACP)

Edition 4



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FOREWORD

Welcome to the 4th edition of the Latin American Air Cargo Programme's Operations Handbook.

This Handbook is the essential reference to the professional handling and processing of air cargo "ready for carriage".

The Latin American Air Cargo Programme (LAACP) was established in recognition of the changing needs and circumstances in the Latin America Area, covering the following CASS countries: Argentina, Brazil, Bolivia, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, El Salvador, Guatemala, Mexico, Panama, Peru, Uruguay and Venezuela.

The LAACP recognises the modern role of the Freight Forwarder, where he acts as a true customer of the airline. The traditional role as "Agent" and the forwarder role are now combined under a generic description of "Intermediary". In today's environment, Intermediaries and airlines display their professionalism by working together to provide a seamless distribution service, enabling shippers to move cargo freely from and within the Latin America area.

The Programme is directed jointly by representatives of IATA Member Airlines and representatives of Intermediaries, who together constitute the Latin American Air Cargo Programme Joint Council ("the Joint Council").

This Handbook is divided into three sections:

Section 1 details the criteria, which have been established for the registration and retention of Intermediaries;

Section 2 gives a quick-reference guide to some day-to-day operational and practical aspects faced by Intermediaries;

Section 3 lists all the resolutions relevant to today's cargo industry.

The following symbols appearing in the margin against an item are used as reference marks for changes, including those to Resolutions, from the previous edition of the Handbook:

Symbol	Meaning
□	New item
△	Change to an existing item
⊗	Cancellation of an earlier item

This edition includes Resolutions adopted or amended by the 51th Cargo Agency Conference and Mail Votes conducted in November 2023.

The following is a summary of those amendments:

Resolution 801c - IATA/FIATA Consultative Council

- Modification of section 2.1.

Resolution 813zz - Latin American Air Cargo Programme Rules

- Specification of the capacity and indemnity of the commissioner/ombudsman in the resolution text.
- Wording alignment between the Program Rules and the operational criteria applicable in the region.

Resolution 817 - Financial Securities

- Rewording of the resolution to ensure clear requirements for the Cargo Company Guarantee.
- Amendment of paragraph 3.3 which refers to reporting evaluations of financial security providers to local or regional groups.

Resolution 823 - Definitions of terms used in Cargo Agency Conference resolutions.

- Addition of a new definition of Local Consultative Council (LCC).
- Removal of the definition of LCAG-C.
- Deletion of reference to ICAP.
- Removal of definition of CPG.
- Addition of a new definition of CASS-Cargo Agency Conference Management Group (C-CMG).

Resolution 825 - CASS-Cargo Agency Conference Management Group (C-CMG)

- Adoption of the new [Resolution 825](#) to establish the C-CMG with a defined scope and terms of reference with provisions to allow for a local task force in any country or group of countries, called the 'Local Consultative Council (LCC)', to be established from time to time by the Cargo Agency Conference and/or the CPCMG, where appropriate, with a defined scope and terms of reference to consult and advise on specific local issues.

Resolution 827 - Local Consultative Council (LCC)

- Adoption of the new [Resolution 827](#) with provisions to allow for a local task force in any country or group of countries, called the 'Local Consultative Council (LCC)', to be established from time to time by the Cargo Agency Conference and/or the CPCMG, where appropriate, with a defined scope and terms of reference to consult and advise on specific local issues.

Resolution 829 - Agency Administrator

- Replacement of CPCMG Chairman by C-CMG Chair.

Resolution 851 - Cargo Accounts Settlement System

- Amendment of [Appendix 'D4'](#) to include multiple editorial changes to increase the readability and enhance the understanding of the Appendix.
- Deletion of paragraph 2 (Local Customer Advisory Group-Cargo (LCAG-C)).
- Amendment of paragraph 10 to remove reference to LCAG-C.
- A secretarial note was added as a preamble in the provisions relating to current local group provisions, for directing to the new Local Consultative Council.
- Removal of references to the CPG from the preamble.
- Adjustments to section 10 to include references to the Local Consultative Council (LCC) and C-CMG.
- Removal of CASS joining fee note under Appendix E & F, item 4.4.

Resolution 851f - CASS Consultative Council

- A secretarial note was added as a preamble in the provisions relating to current local group provisions, for directing to the new Local Consultative Council.

Resolution 853 - CASS-Import & Terminal Charges

- Deletion of paragraph 2 (Local Customer Advisory Group-Cargo (LCAG-C)).
- Amendment of paragraph 10 to remove reference to LCAG-C.
- A secretarial note was added as a preamble in the provisions relating to current local group provisions, for directing to the new Local Consultative Council.
- Removal of the references to the CPG in preamble.
- Adjustments to section 9 & 10 to include references to the Local Consultative Council (LCC) and C-CMG.

Some of the Resolutions in this handbook may not be declared effective at the time of issue, and therefore appear in grey shaded background. These Resolutions will be declared effective once the necessary Government approvals have been obtained. Thereafter, an appropriate declaration of effectiveness memorandum will be distributed to Intermediaries.

The management and operational staff of every IATA Intermediary in the Programme should ensure that they are familiar with the regulatory contents of the Handbook. A free copy is sent to the head office of each Registered IATA Intermediary and additional copies are available upon request.

For those seeking wider or deeper knowledge of the air cargo industry's practices, the list of specialised IATA publications set out on the inside back cover may be useful. These are available from IATA.

We hope that you will find the handbook interesting and useful. If you would like to share with us your observations on its content, we shall be pleased to hear from you.

Please contact us at: cac@iata.org.



HOW THE LATIN AMERICAN AIR CARGO PROGRAMME WORKS

Any organisation whose name appears on the Latin American Air Cargo Programme Intermediary List has gone through a careful system of vetting and monitoring in order that Airlines and shippers may all have access to industry-accredited, professional Intermediaries.

The Joint Council is responsible for developing, managing and marketing the LAACP. It will determine objective criteria for the registration of Intermediaries in the Latin America area. Proposed changes to relevant Procedure Conference Resolutions will be discussed in advance at the Joint Council and the resulting views shall be sent to the IATA/FIATA Consultative Council (IFCC), which when appropriate shall send its view on the proposed changes to the Cargo Agency Conference.

KEY FEATURES OF THIS NEW PROGRAMME

- Recognition of the dual Agent/Forwarder role
- Promotes professional standards and common industry operating procedures
- Jointly managed by Airline and Forwarder representatives
- CASS to be the central settlement system.

The Programme is contained essentially in a series of Resolutions, reproduced in this handbook, which have been adopted by IATA's Cargo Agency Conference (CAConf) and revised in the light of operating experience.

The Resolutions of CAConf require the unanimous vote of the Conference to secure adoption; thereafter, the adopted Resolutions are filed with the relevant government authorities for scrutiny and approval, after which they can be declared effective.

The LAACP Joint Council has designated mandate to deal with issues related to the LAACP.

Any IATA Intermediary who encounters difficulty in interpreting or applying the regulations set out in this publication has a choice of possible sources of guidance:

- a Member Airline of IATA, preferably the national carrier of the country where the Intermediary is situated;
- the Intermediary's national trade association and/or FIATA;
- via the IATA Customer Portal www.iata.org/cs.

The LAACP will appoint an Ombudsman to act as an independent and neutral invigilator in matters of dispute arising from the application of the programme rules.

Experience has shown that most difficulties may be readily resolved through the above channels; however, where the problem encountered raises an important point of principle, the Latin American Air Cargo Programme Joint Council's consultative facilities are equipped to analyse and develop solutions.

HOW TO APPLY FOR REGISTRATION AS AN IATA CARGO INTERMEDIARY

Any person or organization wishing to seek registration as an IATA Cargo Intermediary may do so by submitting an application in the form of written answers to a questionnaire.

The qualifications required for the registration of an Intermediary are described in detail in the Rules contained elsewhere in the Handbook. The essential requirements are:

- qualified and duly trained staff, particularly with regard to the handling of Dangerous Goods;
- sound financial standing; and
- minimum levels of professionalism in cargo operations and business trading.

For further details and to obtain an application form, please contact your local or regional IATA office or visit www.iata.org/customer-portal/Pages/index.aspx.

PROGRAMME FEES

The types of fees described and applicable in the Latin American Air Cargo Programme are published in the IATA Customer Portal. A list of these fees and other services can be downloaded from below link:

- **Latin America:**

https://iata.my.salesforce.com/sfc/p/#2000000008TF/a/5J000000EISc/jlG5ENkWirI35qS_SCAPPiVOqipH_r5_kNh4.XRP1Hs

IATA NUMERIC CODE

When your application is accepted and you become accredited, the LAACP programme administrator will assign you a numeric code. Additional codes, for use by your fully-owned and fully-controlled branch offices where Air Waybills are executed, will be assigned in accordance with Cargo Agency Conference policy.

The allocated code remains the property of IATA at all times. As an Intermediary, you must not share, lend, lease, sell or otherwise transfer the code to any other person. If you fail to respect these conditions, the code may be withdrawn and your accreditation reviewed.

The Administrator shall withdraw the code(s) should the IATA accreditation be discontinued, suspended or cancelled for any reason, whether by you or by IATA.

WHAT TO DO WHEN CHANGES IN YOUR COMPANY REQUIRE IATA APPROVAL

Please remember that, under the terms of the Rules, you must notify IATA of any proposed change in the ownership, legal status, and/or name or address of your company. Certain changes may affect your trading status and therefore they may be subject to formalities contained in the provisions of the Rules.

CHANGES OF OWNERSHIP AND/OR LEGAL STATUS

Remember too that you must not assign any of your rights or obligations under your Intermediary Agreement without the consent of Members. Therefore, if a change of ownership and/or legal status is proposed, notice of such change must be given to IATA at least 30 days prior to its effective date.

CHANGES OF NAME AND/OR ADDRESS

Similarly, if you wish to change your name or address, you must give timely notice to the Agency Administrator so that an application for approval of the change may be properly processed and all Members informed.

If you fail to notify changes your accreditation may be reviewed. It is therefore in your own interests to observe these requirements.

IATA INTERNATIONAL CARGO AGENTS TRAINING PROGRAMME

The IATA International Cargo Agents Training Programme, designed and monitored by training

specialists and industry experts, provides cargo agents with the necessary training to improve their competency in an ever-expanding and increasingly demanding industry.



Diploma

This is to certify that

STUDENT NAME

born on 09 July, has passed the IATA course

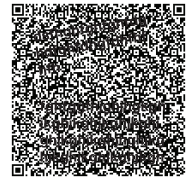
Cargo Introductory

Month Year

Montréal, Canada



Willie Walsh
Director General, IATA



This is a secured QR-code
To verify it, please refer to
www.iata.org/training-authenticate



THE IATA INTRODUCTORY COURSE, available in English and Spanish, reflects the most up-to-date industry developments and is designed to prepare cargo agents for the challenges of cargo industry. It is a must for all staff who have attended a comprehensive course in air cargo operations or who need to refresh their knowledge of current air cargo handling and rating procedures. This course covers the following subjects:

- Industry regulations: ICAO, IATA, FIATA
- The air cargo agency: the IATA cargo consolidator
- World geography: IATA 3-letter codes—time differences—calculation of transportation times
- Use of guides: such as the OAG Air Cargo Guide
- Aircraft types
- Handling facilities

- Air cargo acceptance
- Cargo booking procedures
- Air cargo rates and charges, application of TACT
- The Air Waybill

Persons holding the IATA Introductory Diploma are considered qualified under the terms of the Cargo Agency Conference Resolutions.

The IATA courses are based on a self-study, independent method and are available worldwide. Students may also choose to take classroom courses at more than 200 IATA Authorised Training Centres around the world. Diploma examinations are held four times per year—in March, June, September and December. An official diploma is awarded to students who successfully complete any of the courses.

THE IATA CARGO RATING AND MARKETING COURSE is open to students who have successfully completed the IATA Introductory Course, equivalent courses, or who have sufficient practical experience.

This course, available in English only, teaches students how to deal confidently with complex rating situations and is divided into the following units:

- Review of basic cargo rating principles
- Currency regulations
- Construction rates (add-on amounts)
- Combination of rates and charges
- Mixed consignments
- Unit Load Devices (ULDs)

In addition since December 2012 the training includes marketing Modules which covers:

- Trade and Trade Patterns
- The Cargo Product
- Legal Aspects
- Management
- Pricing
- The Marketing Plan
- Allotments, ULD and Bulk
- Distribution
- Handling and Quality
- Target Groups
- Advertising
- Business Logistics
- Future Trends

THE IATA DANGEROUS GOODS REGULATIONS INITIAL COURSE is annually updated to meet the requirements of the latest edition of the IATA Dangerous Goods Regulations Manual. This course is intended for students who have successfully completed the IATA/Introductory Course, equivalent Courses or who have sufficient practical experience. **Persons holding the DGR Diploma obtained within the previous 2 years are considered qualified to accept and process shipments of dangerous goods under the terms of the Cargo Agency Conference Resolutions.**

Topics include:

- Contents of the IATA Dangerous Goods Regulations
- Dangerous goods classes and divisions
- Identification
- Packing requirements
- Marking and labelling
- Documentation (air waybill, Shipper's declaration)
- Radioactive materials
- State and operator variations
- Checking procedures
- Excepted quantities

THE IATA DANGEROUS GOODS REGULATIONS RECURRENT COURSE is intended for persons who have already completed the IATA Dangerous Goods Regulations Initial Course or an equivalent dangerous goods course within previous 24 months and who must regularly update their knowledge in order to remain qualified under the terms of the applicable IATA Resolution.

THE IATA CARGO ENGLISH COURSE is intended for airline staff, cargo agents and shippers or packers who wish to improve their command of the English language. Upon course completion, students will have gained a better understanding of cargo manuals, such as TACT and OAG, be able to discuss shipments and their transport, using correct terms, complete English documents accurately, and convey information precisely to English-speaking customers.

An audio compact disk is included in the course material, enabling students to learn the meaning, current usage and pronunciation of cargo terminology in the context of real industry situations.

IATA CARGO SECURITY AWARENESS

This course giving an informative overview of the aviation security threats related to cargo and will give basic knowledge of how security measures are conducted.

The aim of this training is to prepare all staff involved in air cargo chain to understand their part in this dynamic system. As well it may provide the foundation for security personnel who have to execute cargo security functions as part of their daily routines. This course is divided into eight modules each examining a specific area of importance in air cargo security:

Major topics include:

- Threats to Civil Aviation
- Introduction to Cargo Security
- Implementing Cargo Security Measures
- Catering and Mail Security
- Crime Prevention & Security Quality Control Measures
- Recognition and Management of Threats
- Detection of Threats
- Management and Administration

IATA ELECTRONIC AIRWAYBILL (e-AWB)

This course gives an overview of the electronic air waybill (e-AWB) and provides information for the technology supporting e-AWB and for the steps for implementing of e-AWB. It is designed to prepare cargo agents for the adoption of the electronic Air Waybill following ratification of the Montreal Protocol. The course is e-learning training and a certificate can be printed immediately after successful completion of the online test.

For further information, please consult the Web site at:
www.iata.org, or contact www.iata.org/en/training/aboutus/contactus/

USE OF IATA LOGO

An IATA Registered Cargo Agent may use the logo on its letterhead and publicity materials exactly as illustrated here. No other form of IATA logo is authorised for Agent use.

The use of the logo is permitted only in connection with activities of an IATA Cargo Agent in the country of registration.

Please contact the IATA Customer Portal for any request.
www.iata.org/cs



CERTIFICATE OF REGISTRATION

A Certificate is available to confirm the status of your company as an IATA Registered Cargo Intermediary. A model of the certificate is shown below. The actual size

will be approx. 29 × 21 cm on high-quality paper with a golden trim. If you would like to place an order for the IATA **Certificate of Registration** please request it via the IATA Customer Portal www.iata.org/cs. **The price per Certificate is CHF 20.**



Certificate of Accreditation

IATA is proud to certify that

LEGAL NAME HERE

Trade Name Here

City, Country

has met the professional standards of the **International Air Transport Association**
to promote, sell and handle international air cargo transportation.

IATA code: XXXXXXXXXXXX

Validate online at: checkacode.com

Certificate validity: YYYY



Muhammad Albakri
Senior Vice President, Customer,
Financial and Digital Services,
IATA



Dusan Kostic
Regional Director, Financial
and Distribution Services, IATA

YYYYYY





SECTION 1

CRITERIA FOR REGISTRATION AND RETENTION OF INTERMEDIARIES

THE LATIN AMERICA AIR CARGO PROGRAMME (LAACP)

SECTION 1: PROGRAMME ELIGIBILITY

- Any freight forwarder engaged in Air Cargo, subject to signing the LAACP Cargo Intermediary Agreement and meeting the requirements below and in [Resolution 813zz Attachment 'A'](#).
- Any carriers that issue air waybills in any of the countries covered by the Programme.

NEW INTERMEDIARIES

New Applicants must meet the requirements as outlined in the Local Financial Criteria and applicable Resolutions.

EXISTING INTERMEDIARIES

- △ Existing Intermediaries must meet the requirements as outlined in the Financial Criteria published in the Latin America Air Cargo Program Handbook and Resolutions published hereafter.
- △ An intermediary may request the return of any financial security provided to IATA, once the conditions which gave rise to the security request have been resolved, unless other events as published in the Latin America Financial Criteria are in effect.
- ⊗
- ⊗

Applicants should indicate the level of settlement anticipated in each CASS in which it proposes to participate.

FINANCIAL REVIEW

- △ Applicants and existing Intermediaries shall submit financial statements prepared in accordance with local accounting practices.

△ Financial Reviews will be carried out by IATA, applying the Financial Criteria published in the Latin America Air Cargo Program Handbook.

- ⊗
- ⊗
- ⊗
- ⊗

△ If the review results in a negative assessment an existing Intermediary will be required to provide financial security in accordance with the Local Financial Criteria.

⊗

Disputes

Individual disputes will, in the first instance, be resolved by discussions between

- 1) the Intermediary (either directly or with a representative of their national association) and IATA (represented by its financial assessor). If these discussions do not reach a mutually satisfying outcome then
- △ 2) Commissioner shall be called to consider the dispute.



SECTION 2



FINANCIAL CRITERIA—ARGENTINA

Financial Accounts will not be older than 8 months at the time of their submission to IATA, and will be prepared by an independent Public Account.

Financial Accounts should include a Balance Sheet reflecting Assets and Liabilities, a Profit and Loss Statement, and statement from the Accountant in regards to the preparation of the financial accounts (whether the accounts are reviewed, certified or audited).

Formula and score applicable to Financial Indicators:

The Financial Accounts must reflect:

- Minimum Working Capital: USD10,000
- Minimum Net Tangible Worth: USD15,000

Financial Security Requirements - the financial security will apply to:

- New Applicants
- Non-Payments (default)
- Accumulation of two (2) instances of Irregularities
- Unsatisfactory financial review

Financial Security Amount:

- New Applicants: Minimum equivalent to USD25,000
- Accredited Agents: Minimum equivalent to USD25,000 or equivalent to the average of two fifteen-day cash sales periods, whichever is greater.

All financial securities will be for a minimum of a one-year period. Acceptable financial securities: bank guarantees and insurance guarantees issued by IATA authorized insurance companies. Once the year has passed, at the time of the expiry of the financial guarantee, if the Agent has not had non-compliance issues during the immediately previous last twelve months, and if the financial review is satisfactory, the financial guarantee will not have to be renewed.

Criteria for the Minor Error Rule:

When having a second irregularity, the request to submit a guarantee will be waived if the agent is able to demonstrate that funds were available on remittance day. This waiver can only be applied once a year per agent.

FINANCIAL CRITERIA—BRAZIL

Financial Accounts will not be older than 6 months at the time of their submission to IATA, and will be prepared by an independent Public Account.

Financial Accounts should include a Balance Sheet reflecting Assets, Liabilities, a Profit and Loss Statement, and statement from the Accountant in regards to the preparation of the financial accounts (whether the accounts are reviewed, certified or audited).

- The Financial Accounts must reflect:
 - Minimum Working Capital: **BRL25,000**
 - Minimum Net Tangible Worth: **BRL25,000**
- Financial Accounts must comply with the following financial ratio tests:

Financial Indicators	Indicator	Formula	Maximum Score	Formula Result	Corresponding Score
Liquidity	ILG	Current Assets + Long Term Assets/Current Liabilities + Long Term Liabilities	7	Over 1.97	7
				1.50 - 1.97	6
				1.25 - 1.49	5
				1.00 - 1.24	4
				0.96 - 0.99	3
				0.91 - 0.95	2
				0.86 - 0.90	1
	ILC	Current Assets/Current Liabilities	7	Under 0.85	0
				Over 1.97	7
				1.50 - 1.97	6
				1.25 - 1.49	5
				1.00 - 1.24	4
				0.96 - 0.99	3
				0.91 - 0.95	2
Debt	CE	Current Assets/Current Liabilities + Long Term Liabilities	4.2	0.86 - 0.90	1
				Under 0.85	0
				Under 0.50	4.2
				0.50 - 0.59	3.6
				0.60 - 0.89	3.0
				0.90 - 0.99	2.4
				1.00 - 1.19	1.8
	PCT	Current Assets + Long Term Liabilities/Equity	9.8	1.20 - 1.34	1.2
				1.35 - 1.49	0.6
				Over 1.5	0
				Under 0.50	9.8
				0.50 - 0.59	8.4
				0.60 - 0.89	7.0
				0.90 - 0.99	5.6
Solvency	Kanitz	⁽¹⁾ Profitability Net Equity *0.05) + (ILG * 1.65) + (ILC * 3.55) - (ILC * 1.06) - (PCT * 0.33)	7	1.00 - 1.19	4.2
				1.20 - 1.34	2.8
				1.35 - 1.49	1.4
				Over 1.5	0
				Over 5.99	7
				5.00 - 5.99	6
				4.00 - 4.99	5
	Net Operating Margin	Net Profit/Net Operating Revenue	5	3.00 - 3.99	4
				2.00 - 2.99	3
				0.00 - 1.99	2
				(3.00) - (0.01)	1
				Under (3.00)	0
				Over 0.14	5
				0.08 - 0.14	4
¹ Profitability NE = Net Profit/Net Equity			40	Maximum score	
			22	Minimum for approval	

• Definitions:

Current Assets: excludes notes or receivables from related parties, including shareholders employees, officers, associates as well as Cash and Term Deposit pledged for security.

Current Liabilities: this amount includes the current portion of long term debt.

Long Term Assets: excludes investments, fixed assets and intangible assets.

Net Profit: means net Revenues (deducted from taxes and contributions) minus Total Expenses plus Net Financial Result.

- Financial Security Requirements—the financial security will apply to:
 - New Applicants
 - Non-Payments (default)
 - Accumulation of two (2) instances of Irregularities
 - Unsatisfactory financial review
 - Changes in the ownership of the Agent greater than 30% of the stock/control of the agency
- Financial Security Amount:
 - New Applicants: Minimum equivalent to BRL25,000
 - Accredited Agents: Equivalent to 10% of the Agent's own annual sales (collect freight and charges) or a minimum of BRL25,000, whichever is higher.

All financial securities will be for a minimum of a one-year period. Acceptable financial securities: bank guarantees and insurance guarantees issued by IATA authorized insurance companies. Once the year has passed, at the time of the expiry of the financial guarantee, if the Agent has not had non-compliance issues during the immediately previous last twelve months, and if the financial review is satisfactory, the financial guarantee will not have to be renewed.

Criteria for the Minor Error Rule:

When having a second irregularity, the request to submit a guarantee will be waived if the agent is able to demonstrate that funds were available on remittance day. This waiver can only be applied once a year per agent.

FINANCIAL CRITERIA—CHILE

Financial Accounts will not be older than 6 months at the time of their submission to IATA, and will be prepared by an independent Public Account.

Financial Accounts should include a Balance Sheet reflecting Assets, Liabilities, a Profit and Loss Statement, and statement from the Accountant in regards to the preparation of the financial accounts (whether the accounts are reviewed, certified or audited).

- Financial Accounts must reflect:
 - Minimum Working Capital: **USD15,000**
 - Minimum Net Tangible Worth: **USD15,000**
 - Financial Accounts must comply with the following additional criteria related to compliance with the following financial ratio tests:

Financial Indicator	Maximum possible score	Description
Liquidity	14	Short-term solvency
Debt	14	Level of assets financed by debt
Collection Average	7	Collection days to cover sales
Cash Flow	5	Coverage of long-term debt through earnings

Formula and score applicable to Financial Indicators:

Liquidity = Current Assets/Current Liabilities

Above 1.99	14 points
1.50–1.99	12 points
1.25–1.49	10 points
1.00–1.24	8 points
0.96–0.99	6 points
0.91–0.95	4 points
0.86–0.90	2 points
Below 0.85	0 points

Collection Term Average = (Receivables/Sales) * 365

Below 15 days	7 points
15–16 days	6 points
17–18 days	5 points
19–20 days	4 points
21–23 days	3 points
24–26 days	2 points
27–29 days	1 point
Above 30 days	0 point

Dbt = Total Liabilities/Total Assets

Below 0.4	14 points
0.4–0.59	12 points
0.6–0.89	10 points
0.9–0.99	8 points
1.0–1.19	6 points
1.2–1.34	4 points
1.35–1.49	2 point
Above 1.5	0 point

Cash Flow = After-tax earnings/Long-term Debt

0.20	5 points
0.18	4 points
0.15	3 points
0.13	2 points
0.10	1 points
0.09	0 points

Definitions

Current Assets: Receivables from related companies, shareholders, employees, directors, partners as well as cash and fix-term deposits in escrow must be excluded.

Current Liabilities: It must include the current portion of long-term debt.

Total Sales: The amount must appear specifically in the Financial Statements and correspond to gross sales obtained in the period.

Long Term Liabilities: It comprises all third parties long-term debt. Loans to shareholders or proprietors must be excluded.

Receivables: It must be shown as a breakdown of commercial receivables, fees, commissions, related companies' receivables and advances granted to suppliers. Bad debt must be excluded.

Earnings after taxes: Extraordinary earnings must be excluded.

Total Assets: Intangible assets must be included.

Total Liabilities: It includes current liabilities and third parties loans. Loans granted to shareholders or owners must be excluded. It must include related companies liabilities less the corresponding subordinated tranche (receivable).

Financial Security Requirements—the financial security will apply to:

- New Applicants
- Non-Payments (default)
- Accumulation of two (2) instances of Irregularities
- Unsatisfactory financial review

Financial Security Amount:

- New Applicants: Minimum of USD10,000.
- Accredited Agents: equivalent to two sales periods based on the average sales of the last twelve months, or a minimum of USD10,000, whichever is greater.

All financial securities will be for a minimum of a one-year period. Once the year has passed, at the time of the expiry of the financial security, if the Agent has not had non-compliance issues during the previous twelve months, and if the financial review is satisfactory, the financial guarantee will not have to be renewed.

Criteria for the Minor Error Rule:

When having a second irregularity, the request to submit a guarantee will be waived if the agent is able to demonstrate that funds were available on remittance day. This waiver can only be applied once a year per agent.

FINANCIAL CRITERIA—COLOMBIA

Financial Accounts will not be older than 6 months at the time of their submission to IATA, and will be prepared by an independent Public Account.

Financial Accounts should include a Balance Sheet reflecting Assets, Liabilities, a Profit and Loss Statement, and statement from the Accountant in regards to the preparation of the financial accounts (whether the accounts are reviewed, certified or audited).

Formula and score applicable to Financial Indicators:

The Financial Accounts must reflect:

- Minimum Working Capital: USD10,000
- Minimum Net Tangible Worth: USD15,000

Financial Security Requirements - the financial security will apply to:

- New Applicants
- Non-Payments (default)
- Accumulation of two (2) instances of Irregularities in the last 12 consecutive months
- Unsatisfactory financial review

Financial Security Amount:

- New Applicants: Minimum equivalent to USD10,000
- Accredited Agents: Equivalent to two sales periods (30 days) based on the average sales of the last 12 months or a minimum security of USD10,000; whichever is greater.

All financial securities will be for a minimum of a one-year period. Prior to the expiry of the financial security and after conducting a financial review, if the financial results are satisfactory, and if the Accredited Agent has not had non-compliance issues during the past twelve months, the financial security will not have to be renewed.

Criteria for the Minor Error Rule:

When having a second irregularity, the request to submit a guarantee will be waived if the agent is able to demonstrate that funds were available on remittance day. This waiver can only be applied once a year per agent.

FINANCIAL CRITERIA—COSTA RICA

Financial Accounts will not be older than 6 months at the time of their submission to IATA, and will be prepared by an independent Public Account.

Financial Accounts should include a Balance Sheet reflecting Assets, Liabilities, a Profit and Loss Statement, and statement from the Accountant in regards to the preparation of the financial accounts (whether the accounts are reviewed, certified or audited).

Formula and score applicable to Financial Indicators:

The Financial Accounts must reflect:

- Minimum Working Capital: USD10,000
- Minimum Net Tangible Worth: USD15,000

Financial Security Requirements - the financial security will apply to:

- New Applicants
- Non-Payments (default)
- Accumulation of two (2) instances of Irregularities in the last 12 consecutive months
- Unsatisfactory financial review

Financial Security Amount:

- New Applicants: Minimum equivalent to USD5,000. The value of the financial security will be adjusted to be equivalent to the average of two sales periods since the Agent started operations.
- Accredited Agents: Equivalent to two sales periods based on the average of the past 6 months or a minimum of USD5,000; whichever is greater.

All financial securities will be for a minimum of a one-year period. Prior to the expiry of the financial security and after conducting a financial review, if the financial results are satisfactory, and if the Agent has not had non-compliance issues during the past twelve months, the financial security will not have to be renewed.

Criteria for the Minor Error Rule:

When having a second irregularity, the request to submit a guarantee will be waived if the agent is able to demonstrate that funds were available on remittance day. This waiver can only be applied once a year per agent.

FINANCIAL CRITERIA—ECUADOR

Financial Accounts will not be older than 6 months, at the time of their submission to IATA, and will be prepared by an independent Public Account.

Financial Accounts should include a Balance Sheet reflecting Assets, Liabilities, a Profit and Loss Statement, and statement from the Accountant in regards to the preparation of the financial accounts (whether the accounts are reviewed, certified or audited).

The financial accounts submitted to IATA must be the same as those filed with the SRI, the fiscal entity in Ecuador.

Formula and score applicable to Financial Indicators:

The Financial Accounts must reflect:

- Minimum Working Capital: USD10,000
- Minimum Net Tangible Worth: USD15,000

Financial Security Requirements - the financial security will apply to:

- New Applicants
- Non-Payments (default)
- Accumulation of two (2) instances of Irregularities in the last 12 consecutive months
- Unsatisfactory financial review

Financial Security Amount:

- New Applicants: Minimum equivalent to USD10,000.
- Accredited Agents: Minimum equivalent to USD10,000. The financial security will be monitored to cover two sales period based on the average pre-paid sales of the last twelve months.

All financial securities will be for a minimum of a one-year period. Prior to the expiry of the financial security and after conducting a financial review, if the financial results are satisfactory, and if the Agent has not had non-compliance issues during the past twelve months, the financial security will not have to be renewed.

Criteria for the Minor Error Rule:

When having a second irregularity, the request to submit a guarantee will be waived if the agent is able to demonstrate that funds were available on remittance day. This waiver can only be applied once a year per agent.

FINANCIAL CRITERIA—MEXICO

Financial Accounts will not be older than 6 months at the time of their submission to IATA, and will be prepared by an independent Public Account.

Financial Accounts should include a Balance Sheet reflecting Assets, Liabilities, a Profit and Loss Statement, and statement from the Accountant in regards to the preparation of the financial accounts (whether the accounts are reviewed, certified or audited).

The Financial Accounts must reflect:

- Minimum Working Capital: USD10,000
- Minimum Net Tangible Worth: USD15,000

Financial Security Requirements - the financial security will apply to:

- New Applicants
- Non-Payments (default)
- Incurs an Irregularity
- Unsatisfactory financial review

Financial Security Amount:

- New Applicants: Minimum equivalent to USD 25,000.
- Accredited Agents—the financial security criteria will be requested as follows:
 - Agents without irregularities in the past 24 months will not have to present a financial security.
 - Agents without irregularities in the past 12 consecutive months—the financial security will be equivalent to the average of 8 days of pre-paid sales.
 - Agents with 1 to 3 irregularities—the financial guarantee will be equivalent to 15 days of pre-paid sales.
 - Agents that have been declared in 'Default' (non-payment) must present a financial security equivalent to 30-days of pre-paid sales.

All financial securities must be for a minimum of a one-year period. In all cases, the calculation of the value of the financial security will be based on the 4 highest months of sales of the last 12 months prior to its renewal or a minimum equivalent to USD10,000, whichever is greater.

Minor error does not apply to Agents in Mexico based on Local Financial Criteria described here.

FINANCIAL CRITERIA—PERU

Accredited Agents Financial Statements: Agents will present the Formal Annual Tax Declaration with all annexes that support the amounts declared, submitted to SUNAT, in the government official template, in addition Statement of Assets and Liabilities, Profit and Loss as of 31 December of the corresponding year, including the analysis of Agent's gross sales to be able to calculate the Turnover ratio. All accounting documents and SUNAT declaration must be duly signed by a chartered accountant sending copy of the certification of the Accountant.

Financial Accounts must not be older than 8 months after the financial year end.

Minimum Financial criteria for Accredited Agents:

- Minimum Working Capital equivalent to USD10,000
- Minimum Tangible Net Worth equivalent to USD15,000

Financial Security Requirements—the financial security will apply to:

- New Applicants
- Non-Payments (default)
- Accumulation of 2 irregularities
- Unsatisfactory financial review
- Changes of Ownership greater than 30% of the shares/control of the business

Financial Ratio Calculation will also apply to review and approve Financial Statements evaluations. Ratio results require a minimum of 24 points in order to reach satisfactory evaluation.

Liquidity (current assets—current liabilities)

More than 1.99	16 points
1.50–1.99	14 points
1.25–1.49	12 points
1.00–1.24	10 points
0.96–0.99	8 points
0.91–0.95	6 points
0.86–0.90	4 points
0.84–0.85	2 points
Less than 0.84	0 points

Debt (total assets/total liabilities)

Below 0.4	16 points
0.41–0.59	14 points
0.60–0.89	12 points
0.90–0.99	10 points
1.00–1.19	8 points
1.20–1.34	6 points
1.35–1.49	4 points
1.50–1.54	2 points
More than 1.54	0 point

△ Turnover (Receivables/total sales x 365 days)

22–26 days	7 points
27–31 days	6 points
32–36 days	5 points
37–39 days	4 points
40–46 days	3 points
47–51 days	2 points
More than 52 days	1 point

*The agent has to present and report TOTAL SALES of the entire business that sometimes it is difficult to identify in the Annual Declaration to SUNAT.

Cash flow (profit after tax/long term liabilities)

0.20	5 points
0.18	4 points
0.15	3 points
0.13	2 points
0.10	1 points
Less than 0.09	0 points

Total of maximum ratio points: 44 points

Minimum satisfactory requirement: 24 points

Financial Security Amount:

- New Applicants: Minimum equivalent to USD 25,000
- Accredited Agents:
 - △ – Without irregularities, default or change of ownership in the past 12-months: Minimum of USD25,000 or equivalent to two sales periods calculated from the average of the last 12 months' net prepaid sales, whichever is higher.
 - △ – With irregularities or default or upon a change of ownership greater than 30% of the shares/control of the business: Minimum of USD40,000 or equivalent to two sales periods calculated from the average of the last 12 months net prepaid sales, whichever is higher.

All financial securities will be for a minimum of one-year period. The calculation of last twelve months will be performed when the Cargo Agent receives the notification of the financial security renewal, increase of financial security and/or resulting from annual financial evaluations.

Risk to be covered by the Agent required to present a Financial Security is only calculated on Air Freight Charges & Due Agent Charges & Due Airline charges.

Risk to be covered when the Agent operates without a Financial Security must be supported by 100% or more equivalent in value to:

- Tangible Net Worth (Patrimonial Net). Accounts to be considered for calculation are detailed in the Annual Declaration to SUNAT group of accounts numbers 414 through 424; or,
- Working Capital (current assets-current liabilities); or,
- The sum of Tangible net worth plus Working Capital.

Criteria for the Minor Error Rule:

When having a second irregularity, the request to submit a guarantee will be waived if the agent is able to demonstrate that funds were available on remittance day. This waiver can only be applied once a year per agent.

FINANCIAL CRITERIA—URUGUAY

Financial Accounts will not be older than 8 months, and will be prepared by an independent Public Account.

Financial Accounts should include a Balance Sheet reflecting Assets, Liabilities, a Profit and Loss Statement, and statement from the Accountant in regards to the preparation of the financial accounts (whether the accounts are reviewed, certified or audited).

The Financial Accounts must reflect:

- Minimum Working Capital: USD10,000
- Minimum Net Tangible Worth: USD50,000

Financial Security Requirements - the financial security will apply to:

- New Applicants
- Non-Payments (default)
- Accumulation of two (2) instances of Irregularities in the last 12 consecutive months
- Unsatisfactory financial review

Financial Security Amount:

- New Applicants: Minimum equivalent to USD5,000
- Accredited Agents: equivalent to two sales periods based on the average of the last six months or a minimum of USD5,000; whichever is greater.

All financial securities will be required for a minimum of a one year period. Prior to the expiry of the financial security and after conducting a financial review, if the financial results are satisfactory, and if the Agent has not had non-compliance issues during the past twelve months, the financial security will not have to be renewed.

Criteria for the Minor Error Rule:

When having a second irregularity, the request to submit a guarantee will be waived if the agent is able to demonstrate that funds were available on remittance day. This waiver can only be applied once a year per agent.

FINANCIAL CRITERIA—VENEZUELA

Financial Accounts will not be older than 6 months and will be prepared by an independent Public Accountant.

Financial Accounts should include a Balance Sheet reflecting Assets, Liabilities, a Profit and Loss Statement, and statement from the Accountant in regards to the preparation of the financial accounts (whether the accounts are reviewed, certified or audited).

The Financial Accounts must reflect:

- Minimum Working Capital: USD5,000
- Minimum Net Tangible Worth: USD7,500

Financial Security Requirements – the financial security will apply to:

- New Applicants
- Non-Payments (default)
- Accumulation of two (2) instances of Irregularities in the last 12 consecutive months
- Unsatisfactory financials

Financial Security Amount:

- New Applicants: Minimum of USD10,000 for a period of one year.
- Accredited Agents: equivalent to two sales periods based on the average of the last 12 months when the resulting amount is equal to or greater than USD5,000.

All financial securities will be required for a minimum of a one year period. Prior to the expiry of the financial security and after conducting a financial review, if the financial results are satisfactory, and if the Agent has not had noncompliance issues during the past twelve months, the financial security will not have to be renewed.

Criteria for the Minor Error Rule:

- When having a second irregularity, the request to submit a guarantee will be waived if the agent is able to demonstrate that funds were available on remittance day. This waiver can only be applied once a year per agent.

FINANCIAL CRITERIA—REMAINING COUNTRIES IN LATIN AMERICA

Financial Accounts will not be older than 6 months, and will be prepared by an independent Public Account.

Financial Accounts should include a Balance Sheet reflecting Assets, Liabilities, a Profit and Loss Statement, and statement from the Accountant in regards to the preparation of the financial accounts (whether the accounts are reviewed, certified or audited).

The Financial Accounts must reflect:

- Minimum Working Capital: USD10,000
- Minimum Net Tangible Worth: USD15,000

Financial Security Requirements—the financial security will apply to:

- New Applicants
- Non-Payments (default)
- Accumulation of two (2) instances of Irregularities in the last 12 consecutive months
- Unsatisfactory financials

Financial Security Amount:

- New Applicants: Minimum of USD10,000 for a period of one year
- Accredited Agents: equivalent to two sales periods based on the average of the last 12 months or a minimum of USD10,000, whichever is greater.

All financial securities will be required for a minimum of a one year period. Prior to the expiry of the financial security and after conducting a financial review, if the financial results are satisfactory, and if the Agent has not had non-compliance issues during the past twelve months, the financial security will not have to be renewed.

Criteria for the Minor Error Rule:

When having a second irregularity, the request to submit a guarantee will be waived if the agent is able to demonstrate that funds were available on remittance day. This waiver can only be applied once a year per agent.

AIR CARGO SECURITY AND ASSET PROTECTION

INTRODUCTION

The following high-level guidelines have been prepared to assist cargo agents in protecting their own cargo handling organisation against losses from theft, fraud, etc., as well as safeguarding the interests of the shippers and the airlines. Effective security measures for cargo must be maintained through the supply chain in accordance with government regulations. Further information is available in the IATA Security Manual.

THE SHIPPER

Where a shipper is validated as a Known Shipper/Consignor under a State national aviation security programme, both the shipper and, where relevant, the Regulated Agent conducting the validation must discharge their responsibilities properly and in accordance with that programme. Cargo must be packed to ensure safe carriage with ordinary care in handling and in such a manner that will not cause injury or damage to any persons, cargo or property. Each package (including those containing valuable cargo for which additional security precautions should be taken) should be legibly and durably marked with the name and full street address of the shipper and consignee matching the details on the Air Waybill or alternatively, referencing all component parts of the consignment. Packages must be packed in such a manner that the contents cannot be removed or tampered with without leaving visible evidence. Many shippers look upon previously used cartons and boxes as a source of potential packaging economy. If this practice is followed, the labels used for previous shipment must be removed thus avoiding possible misrouting and expensive claims against the airlines and loss of customer goodwill.

THE AGENT/FORWARDER

Great care should be exercised over the control of both documents and goods if losses are to be avoided. Of particular importance is the recently adopted [Resolution 833a](#), Security Measures for Intended Consolidated Consignments, included in this Handbook.

Premises

Premises should be designed and equipped to deter and prevent unlawful or unauthorized access and to minimize the risk of theft, the following protective measures are recommended:

- Access should be controlled in a manner which deters and prevents unauthorized access to areas in which cargo received from a Known Shipper/Consignor, or cargo which has been security screened by a Regulated Agent, is stored;
- Such controls must also prevent unauthorized interference with this cargo;
- All doors should be equipped with adequate locks. dead bolts should be installed;

- Other possible access points to the premises, such as windows, sky lights, ventilators, basement windows, etc., should be properly secured;
- intrusion detection and alarm system should be considered;
- Closed-circuit television cameras have a tremendous effect and should be encouraged.

Safekeeping of Valuables

All valuables that are negotiable and are not immediately needed should be held in a bank, security deposit or a safe of sufficient size and weight. If used and where circumstances permit, the safe should be bolted to the floor and located so that it is illuminated for easy observation by night patrols. Additional security measures are as follows:

- Never create the impression that valuables are kept in the agency when the office is closed. Refrain from advising strangers the extent of your business;
- Ensure personnel have clear instructions regarding the securing of doors and activating of alarm systems when the premises are not manned;
- Ensure adequate control of all keys belonging to the premises and make certain that the locking devices do not have serial numbers exposed to normal view;
- In the case of combination locks or electronic keypads, the combination must be kept secure and where possible, changed periodically.

Control of Vehicles

Cargo seals should be used regularly to ascertain whether or not freight in a box type vehicle or container has been tampered with en route. Careful attention should be paid to the way in which seals are used. The following protective measures are recommended:

- Doors and shutters of vans or containers should be constructed so that they cannot be taken off without breaking the seal;
- Each seal should be identified with an individual number;
- Unused seals should be kept under lock and key and their eventual use recorded against the signature of the user;
- The seals on each van or container should be recorded against the vehicle;
- The seals on each vehicle arriving at a depot should be recorded so that any change of seals en route is discovered.

The collection and delivery of air freight consignments is usually controlled by documents which should not be left unsecured in unmanned offices.

The cause of many losses often remains unidentified due to the lack of control over clear signatures being either given or obtained at each stage of movement from the shipper through to the airline and on to the consignee. A control copy of every document should be retained and the signature obtained on the original should be checked against the control document to ensure that no

unauthorized alterations have been made and that no goods remain undelivered.

Assistance and Regulations from Law Enforcement Officers

In some countries, national and/or local police forces have loss prevention specialists who are able to offer direct advice in respect of securing property. Where available, their assistance should be sought. Every State which has a national aviation security programme has a regulatory authority responsible for enforcement. This authority will often provide advice and guidance regarding how applicable Cargo Security Regulations must be implemented.

In the Event of a Burglary

In the event of a burglary, outlined below are some of the immediate steps that should be taken:

- Ensure that no one touches anything unless absolutely necessary, leaving everything exactly as it is;
- Telephone the police requesting a complete examination of the premises;
- Provide every assistance to the police, i.e. a complete description of all stolen property, description of any suspicious persons who were on the premises prior to the burglary;
- Inform all concerned of the burglary by telephone, or other appropriate means.

THE AIRLINES

Each IATA Member Airline has a Security and/or Fraud Prevention Representative who serves as a contact for all communications pertaining to this subject matter and who coordinates security and fraud prevention activities within his own company and with the Cargo Security Department of IATA. Should further advice be needed, contact the representative of the airline whose head office is the closest. In the event that further information is sought, the reader may also contact the IATA Cargo Security Department based in Geneva.

CONCLUSION

This subject matter is complex and Asset Protection requirements will vary greatly from one facility and/or location to another. The type of cargo in itself will indicate certain actions that should be taken for its protection. In any event, holding items of extraordinary value should be avoided except for the shortest possible period prior to transportation of goods between originating and receiving high value repositories and the air carrier.

Agents who are accredited as Regulated Agents under a State national aviation security programme are legally required to discharge their responsibilities properly and in accordance with that programme. The IATA Cargo Services Conference Resolutions Manual incorporates Recommended Practice 1630—Cargo Security; Attachment 'A' provides a Security Declaration Form. Attachment 'B' offers a set of guidelines for the

implementation of Cargo Security procedures. As well, Cargo Agency Conference [Resolution 833a](#)—Security Measures for Intended Consolidated Consignments, outlines further responsibilities of the IATA Cargo Agent in regards to security.

AIR WAYBILL SPECIFICATIONS AND COMPLETION

Resolution 600a, contained in this Handbook, provides a quick-reference guide to AWB completion. For more detailed information, please refer to the IATA Air Waybill Handbook ([Attachment 'B'](#)), which is available from IATA at www.iata.org/cargo.

ACCEPTANCE OF DANGEROUS GOODS, LIVE ANIMALS AND PERISHABLE GOODS

These consignments require special handling. Detailed information concerning acceptance, packaging and labelling of these items can be found in IATA's Dangerous Goods and Live Animals Regulations.

Examples of checklists for radioactive and non-radioactive shipments as well as for consignments of dry ice are reproduced on the following pages.

Also illustrated are examples of labels, which must be affixed to packages containing these special commodities.

IATA also produce a Perishable Cargo Handling Manual which gives guidance on packaging and preparation requirements for these sensitive shipments, together with explanations on how to maintain product quality during the flight.

All these publications are obtainable from IATA at: cargo@iata.org.

(Please note that no shipments in these categories can be interlined unless arrangements have been agreed in advance. Also, some carriers may have additional requirements).

IATA DANGEROUS GOODS REGULATIONS

The international transport of dangerous goods by air has been regulated since 1956. In 1984 the International Civil Aviation Organization assumed this responsibility under Annex 18 to the Chicago Convention on International Civil Aviation and its accompanying Technical Instructions for the Safe Transport of Dangerous Goods by Air. The ICAO requirements are now mandatory for all 190 ICAO member countries.

IATA continues to publish the Dangerous Goods Regulations in order to provide the user with a single document that includes full details of the regulatory requirements of ICAO and the airlines' operational requirements. These include a complete list of operator variations, a prescribed form for the Shipper's Declaration, and full details on packaging specifications and testing. The Dangerous Goods Regulations, officially recognised by ICAO as the field document for the transport of dangerous goods by air, are fully compliant with (and in some cases are more restrictive than) the ICAO Annex 18 and the Technical Instructions for the Safe Transport of Dangerous Goods by Air.

The responsibilities of Cargo Agents and Freight Forwarders are spelled out in the IATA Dangerous Goods Regulations (DGR). DGR Reference 1.3.3.6 states that before a consignment is offered to an airline for shipment, the shipper, freight forwarder and cargo agent must:

- ensure the dangerous goods are in full compliance with the Regulations;
- segregate dangerous goods contained in Consolidations from goods which are not subject to the Regulations and offer them separately;
- ensure that dangerous goods are not loaded in a unit load device, other than those permitted under DGR 9.1.1.1; and
- for all consignments, check documents and the exterior of packages for indications of hidden hazards.

This last requirement is to prevent undeclared dangerous goods from being carried by air, since they are the cause of the majority of dangerous goods incidents and accidents reported to the authorities. The common Air Waybill descriptions that often conceal dangerous goods are listed in DGR 2.2. Such items as Household Goods, Laboratory Testing Equipment, Company Material, Samples for Testing, Medical Supplies and many others. Markings on the outside of packages often give a clue as to possible dangerous goods hidden inside.

The IATA Regulations spell out in simple terms how dangerous goods are defined and classified into nine hazard classes, including Explosives, Compressed gases, Flammable liquids and solids, Oxidizing materials, Toxic substances, Radioactive materials, Corrosives and those materials which do not readily fall into these classes.

Over 3,000 articles and substances are listed showing their UN numbers, proper shipping names, hazard classes, subsidiary risks, hazard labels, packing groups,

packing instructions and quantities permitted on passenger and cargo aircraft.

The List does not cover every individual substance as this would be clearly impossible, particularly as a considerable number of new chemicals are developed and offered for transportation each year. To cover this, a number of generic (not otherwise specified) entries are included in the List. For example, if a substance is not specifically listed by name, the shipper must determine its hazard class, and may then use a 'n.o.s.' designation such as 'Flammable Liquids, n.o.s.'. N.o.s. entries are also included covering substances having more than one class hazard such as 'Flammable liquid, Toxic, n.o.s.'.

The Regulations detail the shipping documentation requirements including instructions on the completion of the Air Waybill and the Shipper's Declaration. It is important to note that only persons who have undertaken appropriate dangerous goods training may sign the Shipper's Declaration for Dangerous Goods.

Each dangerous goods package must carry the correct 'Hazard Class Label(s)' and it is of interest that these labels are also used for all other modes of transportation. Other package markings are required as specifically stated in the Regulations.

Apart from other hazardous shipments, radioactive materials are regularly offered for air transportation and the basic rules, which have been adopted by all transport modes, including the air mode, emanate from the International Atomic Energy Agency. In addition, the special conditions which apply to the air mode such as pressurization, rapid temperature changes, vibration, separation distance requirements, etc., have all been covered in the IATA Regulations. A list of UN Specification Packaging Suppliers is provided to assist shippers and agents to locate sources of such packagings worldwide. Governmental competent authorities are listed, where users of the Regulations can obtain assistance in classification and other aspects of shipping dangerous goods by air.

The International Civil Aviation Organisation and IATA (in DGR 9.5.4) require that sufficient notices, prominently displayed, are provided at cargo acceptance points, giving information about the transport of dangerous goods. This is intended to promote awareness of dangerous goods in the shipping community. 'Have you declared it?' posters may also be obtained from IATA offices.

Third-party organisations offering IATA accredited, industry-recognised, dangerous goods training, meeting the requirements of [Resolutions 801, 803, 805, 807, 809, 813](#) and [813zz](#) are also listed.

These IATA Dangerous Goods Regulations are a 'must' for all concerned in the transportation of dangerous goods by air, including carriers, agents, forwarders, consolidators, governments, shippers and manufacturers. It is important that the current edition should always be used, since many revisions and additions appear in each new annual issue.

The Regulations are printed in Chinese, English, French, German, Japanese, Russian and Spanish and may be obtained by contacting the IATA On-line Store <https://www.iata.org/en/publications/dgr>.

IATA LIVE ANIMALS REGULATIONS

The public at large is concerned about animal welfare. Airlines, shippers and intermediaries involved in the transportation of live animals have a vital interest in the animals reaching their destinations safely and in good health.

IATA began to review the conditions of safe and humane animal transportation in 1967 and established the Live Animals Board to develop international standards. The IATA Live Animals Regulations (LAR) was first published in 1969 as an industry guideline for air transport. Because recommended practices were not always complied with by parties involved in transporting animals, IATA members agreed to adopt the LAR as an industry standard under CSC [Resolution 620](#) in 1974.

While IATA encourages all parties to comply with the LAR, it realises the important role of governments in the implementation of IATA standards on a global basis. Through IATA's lobbying efforts, many countries, including member states of the European Union and the United States of America, have adopted either part or the whole of the LAR as the law for animal transportation. In addition, pursuant to the United Nations conservation initiative, the Parties to the Convention on International Trade in Endangered Species (CITES) have resolved to encourage all Parties to implement IATA standards for the export and import of endangered species. In June of 2007 the Convention in international trade of endangered species of wild fauna and flora have accepted the Perishable Cargo Regulations (PCR) manual and the Live Animals Regulations (LAR) manual as the standard of use for CITES protected species when transporting live specimens. This recognition applies to the 172 countries that are party to the Convention and to all stakeholders involved in the transportation logistics thereof.

The Live Animals & Perishables Board meet to review and update the LAR. Officials from the UK, US, France, New Zealand and Canada are regular observers at the Board meetings.

The LAR is published annually on October 1st in English, French and Spanish.

To ensure that animals, passengers and planes always travel in safe, healthy and humane conditions, all persons who ship, accept, handle or load animals must be familiar and competent with the specific requirements of the IATA Live Animals Regulations. An increasing number of countries have adopted or accepted these regulations as part of their national legislation. Shippers are warned that shipping live animals in violation of the Regulations may constitute a breach of the applicable law and may be subject to legal penalties.

LIVE ANIMALS REGULATIONS CD

In addition to a hard copy manual, the IATA Live Animal Regulations is also available on CD-ROM.

The CD allows you to:

- find brand new live animal classification information combined with container construction requirements;
- obtain airline cargo contact information relating to sales, cargo operational aspects such as warehouse delivery information;
- view airline offered services in relation to live animal transportation from dedicated web pages;
- obtain an instant report tailored to single animal species and share it with your clients;
- instantly view operator and country variations on file with IATA;
- follow links to regulatory agencies that give further information about live animal transportation, such as for example the EU, without leaving the CD user interface.

PERISHABLE CARGO REGULATIONS MANUAL (PCR)

The purpose of the Perishable Cargo Regulations Manual (PCR) is to provide guidance to parties involved in the bringing to the market of “Perishable” goods, with an emphasis on the air mode.

In the 28th Cargo Services Conference it was decided by IATA member airlines to use the Perishable Cargo Regulations Manual as the standard applicable for the acceptance, packing and handling of perishable goods. This has been captured in the Cargo Services Conference [Resolution 622](#) and is applicable to all IATA member airlines. In June of 2007 the Convention in international trade of endangered species of wild fauna and flora have accepted the Perishable Cargo Regulations (PCR) manual and the Live Animals Regulations (LAR) manual as the standard of use for CITES protected species when transporting live specimens. This recognition applies to the 172 countries that are party to the Convention and to all stakeholders involved in the transportation logistics thereof.

The scope of this manual has to do with the monitoring of safety aspects throughout the distribution chain in order to safeguard and preserve the inherent qualities of the goods being shipped. It is a reference manual for all parties involved in the packaging, handling and acceptance of perishables and provides producers, growers, transporters, agents and manufacturers alike with criteria and procedures to fully exploit the benefits and advantages offered by air transport. Clinical or bio-medical shipments have an intimate need for a temperature controlled environment and are therefore also part of this manual. Endangered and from trade protected Flora are further detailed in the dedicated CITES chapter.

Product “marketability and traceability”, HACCP and Codex-alimentarius related principles will provide guidance towards import, transit or export activities. Traffic flow improvement, customer service and the various facts of the different interfaces and environments involved are further detailed in this manual. The content thereof is based on the experience of a number of major airlines, shippers, agents and scientific data supplied by research institutions that work closely with IATA.

The most current edition (7th) of the Perishable Cargo Regulations, features a new chapter on air transport logistics for temperature sensitive health care products. It aims at informing users of global regulatory requirements in terms of cold chain management and good distribution practices. Freight forwarders and carriers alike will discover new active and passive packagings as well as draft standard operating procedures forms for use when dealing with pharmaceutical companies. The PCR is updated by the IATA Live Animal and Perishables Board and is published in English.

PERISHABLE CARGO MANUAL CD

In line with nowadays customer expectations, IATA produces a Perishable Cargo Manual CD that is updated annually.

The CD allows you to:

- find brand new perishable classification information;
- obtain airline cargo contact information relating to sales, cargo operational aspects such warehouse delivery information and airline offered services in relation to perishables from dedicated web pages;
- obtain a perishable report tailored to single commodities and share it with your clients;
- instantly view operator and country variations on file with IATA;
- follow links to regulatory agencies that give further information about perishables without leaving the CD user interface.

INFECTIOUS SUBSTANCES SHIPPING GUIDELINES

These Guidelines are outlined in a convenient easy-to-read manual with up to date information on the regulations. The handbook features easy-to-follow transportation guidelines for road, air and courier, sets out national and international regulations and provides training requirements and examples of actual documentation. The how-to checklists cover every step of the shipping process including classification, identification, packing, marking, labeling and handling.

THE CARGO ACCOUNTS SETTLEMENT SYSTEMS—CASSlink

www.iata.org/customer-portal/Pages/index.aspx

<http://www.iata.org/services/finance/Pages/cass.aspx>

INTRODUCTION

IATA has established and operated Cargo Accounts Settlement Systems for over 30 years ago with the objective of simplifying the reporting of cargo sales and settling of accounts between cargo intermediaries and carriers.

The system has evolved since then and now operates through an advanced global web-enabled platform known as CASSlink with common operational features providing airlines with a truly global solution for the billing and settlement of their sales revenues. Today IATA runs **92 operations** worldwide, 84 Export and 8 Import, covering:

- **84 countries** around the globe
- settlements in excess of US\$ 25 billion
- **More than 18 million** UTP's processed (AWB's and correction notices)

With the help of CASSlink, IATA's Cargo Distribution effort aims to expand its CASS network to a significant number of additional cargo markets enabling carriers' full coverage of our service.

ADVANTAGES OF CASS

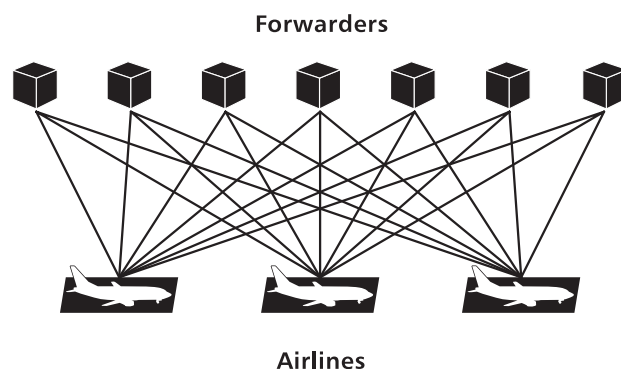
CASS yields a two-fold solution as it replaces airlines traditional paper based invoicing in one-side and agents' traditional clerical functions of receiving and manually controlling those invoices on the other. Upon the implementation of a CASS operation an IATA "Settlement Office" is established locally ensuring **carriers and agents** an array of benefits:

- streamlined invoicing and collection of sales revenues processes performed by IATA's neutral settlement office;
- invoices are produced and distributed electronically to all parties eliminating any risk of loss or fail to deliver;
- agents pay one amount covering payment to all carriers; carriers receive one amount covering payment from all agents;
- enhancement of financial control and improvement of cash flow as the CASS rate of success in collecting funds is virtually 100%;
- risk of default is greatly reduced as irregularities are handled centrally by the CASS office;
- unbiased management of disputes leading to a more transparent practice and smoother process;
- cost is shared on an equitable basis among all participating carriers.

TRADITIONAL SETTLEMENT OF ACCOUNTS

Export airfreight normally reaches airlines via cargo agents. Agents collect freight charges from shippers for payment over to carriers. Certain carriers require that agents report sales made on their behalf in certain markets. Other carriers may produce invoices to their agents for those sales. Agents work with many carriers and carriers accept consignments from many agents. Each carrier receives a report from, or prepares an invoice to, each agent individually.

These redundant reports and invoices must be checked and consolidated and payments have to be made individually. This traditional administrative approach towards cargo billing is costly and represents a major burden on both airlines and agents alike.

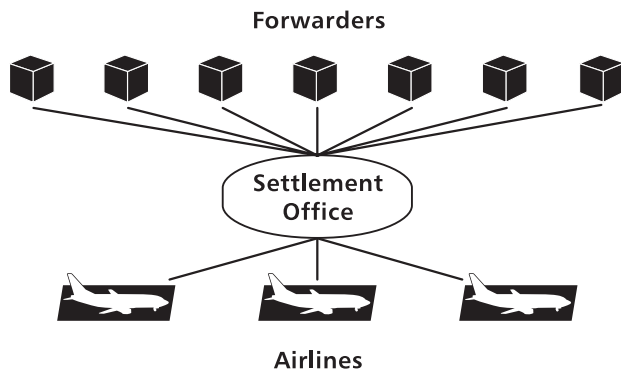


CASS EFFICIENT OPERATION

With today's technology CASSlink has simplified the billing-settlement cycle turning it into a dynamic process. Once an operation is set to go "live" the IATA local office enables the system with local parameters such as airlines and agents' full name and addresses, current exchange rates and etc. Airlines generate electronic records of all AWB's issued by their agents in a pre-specified format called "billing file". The carrier then uploads billing files into CASSlink on specific dates following an agreed processing schedule (although there is trend to encourage daily uploading of Processing schedules determine deadlines for billing file submission by the airlines, processing of those files by the settlement office and distribution of electronic output to both airlines and agents).

Once billing files are processed the system generates an output comprised of invoices and billing statements. Each agent receives an invoice in respect of each carrier it works with, and a statement indicating the total amount due to all carriers. Each carrier receives the reciprocal set of accounting documents. Because this output is electronically stored in a web-enabled system both airline and agent may grant access to people of various departments (sales, operations and finance) while its access requires a simple Internet connection.

An additional feature of CASSlink is the overnight processing of all files received enabling agents to preview billed items on a daily basis.



Agents and carriers further benefit from this dynamic system specially when a dispute arises between them, as CASSlink facilitates the handling of on-line corrections.

CASS MODES

Although almost all CASS operations are relate to Export freight only, Import & Terminal Charges (ITC) and Domestic billing services are offered in some countries CASS ITC is operational in Brazil, Germany, Great Britain, Hong Kong, Italy, Japan, Morocco and United Arab Emirates. The CASS ITC participation rules were reviewed in 2017 for a new model endorsed by CAConf to facilitate billing between Delivering Companies (Ground Handling Agents and self-handling Airlines) with their customers. The new CASS ITC model will be implemented in current and new operations, starting 01 October 2017.

CASS IMPLEMENTATION

In principle any country can host a CASS operation as long as there are airlines and freight forwarders willing to support and bear the cost of running it. Traditionally, IATA would expect airlines to manifest interest for any given market whereas today there's a growing need to expand the CASS network. Therefore, new operations are now being more actively sought.

Upon the identification of a potential country, IATA will conduct an assessment of the local market to define its size in terms of players, sales volumes and number of AWB's issued there. Meetings with national associations of forwarders and civil aviation authority are encouraged in order to ensure wider industry support. Based on these findings a business case is prepared and presented to the airlines locally, which must confirm participation. After that, this report is presented to the CASS Policy Group represented by twelve carrier members for its final and official endorsement.

IATA normally establishes or has established an office prior to a CASS implementation. But in order to be cost efficient some operations are run as an extension of a larger one. CASS-Nordic, for example, manages four countries from a Sweden-based IATA office.

AIRLINE AND AGENT PARTICIPATION

Airlines and their GSSA's may choose whether or not to join any given operation. Yet each airline participation is so vital for an operation's success that IATA will seek to maximize the number of participants. Accredited agents on the other hand are incorporated automatically whenever an operation is set to go live. Non-IATA agents may join CASS by simply signing an "associate agreement" with IATA.

COST OF PARTICIPATION

For information regarding costs of participation, please contact IATA via the customer portal www.iata.org/cs.

CHANGES WITHIN AN AGENCY REQUIRING IATA APPROVAL

Under the terms of the Cargo Agency Rules, Agents are required to notify the Agency Administrator of any proposed change in the ownership, legal status, name or address of their agency and such changes are subject to the provisions of Section 5 of the Cargo Agency Rules.

CHANGES OF OWNERSHIP AND/OR LEGAL STATUS

Agents are reminded that they shall not assign any of their rights or obligations under their Cargo Agency Agreement without the consent of Members. Therefore, if a change of ownership and/or legal status is proposed, notice of such change must be given to IATA at least 30 days prior to its effective date.

CHANGES OF NAME AND/OR ADDRESS

If an IATA Cargo Agent wishes to change its name or address, prior notice has to be given to the Agency Administrator in order that an application for approval of the change may be properly processed and all Members thereby advised.

The consequences of overlooking the requirements for giving prior notice could be detrimental to the continuation of an Agency's status as an IATA Cargo Agent and the importance of advising IATA of any change ahead of time cannot be overstressed.

AIR CARGO CLAIMS PROCEDURES

Uniform principles and practices for the handling of air cargo claims must be observed whenever claims between carriers and Intermediaries or their customers pertaining to loss, or damage, or delay to shipments, etc. are processed.

The Warsaw Convention and in some countries the Montreal Convention and its pertaining Protocols and the Conditions of Contract (IATA [Resolution 600b](#) paragraph 10.1 to 10.1.3—on the reverse side of the AWB) stipulate time limits in regard to the lodging of claims.

Damage—Visible damage has to be registered upon delivery in the delivery receipt, or immediately after discovery of the damage to the goods in writing, holding the carrier liable within fourteen (14) days from receipt of the goods. Furthermore, the carrier (or its handling agent in charge) upon request at the time of delivery has to issue a Cargo Damage Report (CDR).

Delay of Goods—A complaint must be submitted in writing within twenty-one (21) days of the receipt of the goods.

Non-delivery of Goods—A complaint must be submitted in writing within one hundred and twenty (120) days from the date of the issue of the AWB.

The claimed damage(s) has to be substantiated and suitably evidenced by documents such as AWB copy, Cargo Damage Report and invoices, which must be submitted to the airline within a reasonable period of time.

Any rights to damages against a carrier shall expire unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the transportation stopped.

In some countries or for certain airlines it may be mandatory, or at least advisable, to effect all submissions by registered and confirmed mail.

The above are guidelines only and it is recommended that further information be sought from the airline(s) involved in respect of any claim.

CHARGES & WEIGHTS

The following paragraphs are extracts from rules and Resolutions of the IATA Tariff Co-ordinating Conferences (TCC) and those Member airlines of IATA having elected to participate in the TCC activities. They can be identified from the IATA membership list reproduced later in this Handbook.

VALUATION CHARGES

For valuable consignments, shippers must declare a value for carriage on the AWB. This declaration may be a specific amount or NVD (No Value Declared). In order to apply valuation charges, the value per kilogram is determined by dividing the shipper's declared value for carriage by the gross weight of the consignment as shown in the Gross Weight box on the AWB.

After the shipment has left the airport (or city) of departure shown on the AWB, a declared value for carriage must not be entered or amended.

*Assessment of valuation charges consignments with a declared value of more than SDR17** per kg, please refer to TACT Rules.*

***To obtain the SDR17 equivalent in your currency, refer to TACT Rule 3.2, or the IATA website, or the national bank daily rates.*

The declared value for carriage applies for the **actual gross weight** of the consignment (excluding the weight of airline owned ULDs, if applicable). Please consult the TACT Rules or individual carrier guidelines.

You should advise shippers that the Carriers' liability is limited, as specified in Resolution 600b(II). They may therefore wish to consider whether to insure their consignment.

CHARGEABLE WEIGHT

Chargeable weight is the actual gross weight or the volume weight, whichever is higher. However, when a lower charge is applicable for a published higher minimum weight, this higher weight will be the chargeable weight.

Examples of the calculation of the chargeable weight are to be found in TACT Rules 3.9.3.

VOLUME WEIGHT

The cubic volume of a consignment is determined by multiplying the greatest length, width and height of the shipment or its packages.

If the total dimension measures more than *6000 cubic centimetres/366 cubic inches*, the consignment must be charged volumetrically. (See also Resolution 502 or refer to the TACT rules).

Example:

If a shipment measures $162.2 \times 155.6 \times 141.4$ cms, the figures should be rounded up or down. Where the fraction is a half or larger, it is rounded up and if smaller, it is rounded down.

In this example, the measurements become $162 \times 156 \times 141$ and therefore the total volume is 3,563,352 cu.cms. When divided by 6000, the chargeable weight is 593.89 kgs, which should be rounded up to 594 kgs.

Similarly, if the dimensions of a consignment were $63\frac{7}{8} \times 61\frac{1}{4} \times 55\frac{3}{8}$ inches, they should be rounded to $64 \times 61 \times 55$. The total volume of 214720 is divided by 366, giving a chargeable weight of 586.66 kgs, which should be rounded to 587 kgs.

NEW AIR WAYBILL COMPLETION PROCESS

A change in the completion of airway bills came into effect 01 April 2004.

[Resolution 600a](#) presently requires either the dimensions or volume of the consignment be shown on the air waybill when the volume weight is used as chargeable weight. However, effective 01 April 2004, an amendment to this resolution makes it mandatory to include the shipment dimensions on all air waybills.

The information to be shown in the "Nature and Quantity of Goods" section includes the consignment dimensions, comprising the greatest length, greatest width, greatest height, unit of measurement and number of pieces. If a consignment is consolidated as one moveable part, then only the dimensions of the overall consolidated consignment are required.

Dimensions are not required for cargo tendered intact in authentic pre-built aircraft containers or pallets.

If the dimensions are not available and/or cannot be included on the air waybill at the time of completion, then total volume of the consignment shall be inserted.

If the dimensions and total volume are not available and cannot be included on the air waybill at the time of completion, this must be clearly indicated by inserting the words "No Dimensions Available".

It is intended that this change will contribute to an improvement in the efficient planning of aircraft payloads, reduction of handling irregularities, and ultimately, significant improvement of service standards.

CALCULATION OF WEIGHT CHARGES

Air cargo rates shall be the published cargo rates in effect on the date of issuance of the Air Waybill. Charges must be assessed by multiplying the applicable general cargo rate, specific commodity rate or class rate by the chargeable weight.

DANGEROUS GOODS IN ELECTRONIC FORMAT (eDGR)

The eDGR is a single user application of the IATA Dangerous Goods Regulations available on both CD-ROM and USB key. The eDGR contains all information currently available in the printed book and in addition has search, sort and report features.

The eDGR allows you to:

- Search the entire textual content of the IATA DGR manual. View the search results in a familiar web style. The search can also be triggered from the index and from a text selection for even faster results;

- Search the list of dangerous goods (Table 4.2), sort the table and produce detailed report that set out all of the requirements applicable to an entry, with full hyperlink and print support;

- Create bookmarks (also commonly known as "favourites") to frequently visited sections and to sections of particular relevance to your needs. UN Number Reports can now be bookmarked as well;

- Customize your IATA DGR software by activating bookmarks as navigation tabs. Enable direct and immediate access to content areas that you refer to most by adding them to the main navigation tabs, including UN Number reports.

For more information on all IATA DGR solutions please visit www.iata.org/dgr

CHARGES COLLECT

Always check with the carrier whether the destination country permits the application of Charges Collect. Certain carriers and countries do not allow this facility.

UNIT LOAD DEVICE (ULD)

ULD are a key component in improving the efficiency of cargo and baggage handling at airports. Within the air cargo industry, the ubiquitous ULD now reaches deep into the supply chain—in some cases right from shipper to consignee—literally being the link that keeps the whole air cargo supply chain together.

As the air transport industry refines its service to its passengers and air cargo customers, it becomes ever more imperative to ensure that ULD perform their intended function of streamlining aircraft receipt and dispatch. To be able to do this, ULD must be designed and manufactured to exacting specifications and maintained in an airworthy condition. For this reason IATA established the ULD Technical Panel (ULDP) and publishes the ULD Technical Manual which contains vital information regarding specifications and handling of ULD.

Incorrect specification, design and handling of ULD can result in situations where the ULD and its load can cause delays and even severe damage—to the aircraft, the cargo, the ULD, and the ground handling equipment. In these situations there is also an increased exposure of staff to injury. In many air cargo routings it is necessary for the ULD to be interlined between different aircraft and/or airlines. The ULD Technical Manual addresses these considerations with recommended practices to ensure the smoothest possible operation.

To facilitate the application of common standards for the handling of ULD, the ULDP participated in the development of ULD audit points for inclusion into the IATA Safety Audit Ground Operations (ISAGO) programme which applies to ground handling agents. In addition, the ULDP is proceeding with the promotion of the ULD Care Charter which is to be released within the coming months in which progressive members of the greater air transport industry can indicate their support for, and commitment to, an improved operating environment for ULD.

ULD are a valuable commodity, for this reason any time that a ULD is interlined the ULD owner needs to be able to track the location of the ULD to ensure that the ULD can be accounted for at all times. To manage this tracking process a considerable number of IATA member airlines have formed the Interline ULD User Group (IULDUG) that manages this logistical issue through the use of specifically developed system that traces the use of the members' ULD across the different sectors of the air cargo supply chain.

Both the ULDP and IULDUG are supported by members of the IATA Strategic Partnership Programme—particularly those involved as suppliers to the ULD industry. Important as this participation is to the groups, participation is also sought and encouraged from the broader airport, ground handling, and surface transport sector.

For more information, please contact IATA at cargo@iata.org

CARGO INTERCHANGE MESSAGE PROCEDURES (CARGO-IMP)

To help with the exchange of messages between parties in the air cargo industry, IATA publishes the IATA/ATA Cargo-IMP Manual.

This Manual sets out the message standards, which must be followed when using Cargo-IMP.

For further information, contact IATA at cargo@iata.org.

AIR CARGO AUTOMATION

BACKGROUND

The implementation of computer systems by airlines, agents and customs will continue to increase rapidly over the next few years. Some of these partners invest in automated equipment for the first time. Many will buy their second- or third-generation systems in the light of updated technology and experience. In some countries the introduction and use of computers has been much more rapid than in others. In many locations, cargo community systems have been developed which include many common interface functions.

Computerised systems are developed and implemented to meet the commercial and economic objectives of a company. However, in the air cargo industry, no company can act in isolation since the movement of every shipment is of interest to many different parties. Just as the goods physically move from hand to hand, so too is the information concerning those goods.

Within one company, a computer will help to calculate, control, track, collate and provide information. However, in exchanging data and information with another party in the transportation chain, the company will normally continue to receive and process paper documents. These include House Air Waybills, Commercial Invoices, Export/Import Permits, Delivery Notes, Manifests etc.

The thrust of automation in the next few years will be to link all parties together so that electronic information will replace paper as the primary source of consignment information. This is more so today as Customs Administrations start to institute new rules calling for the advance electronic transmission of cargo data prior to flight arrival.

THE OBJECTIVE

The objective of automation is two-fold. Firstly, to satisfy customer requirements and eliminate delays to the movement of cargo throughout the transportation cycle. Any reduction in total handling time will have a beneficial effect on present costs. Secondly, the introduction of airline reservations, tracking and automated air waybill issuance at the agents premises will allow the traditional air cargo agents to narrow the gap between their services and those of the integrated carriers and provide a seamless service.

This objective is achievable in many locations. The technology is available and research and implementation in many locations has been undertaken. However, in some areas, this is still a new idea which needs not only the advanced technology of computers and switching systems, but also calls for new relationships and new organisations to bring it about.

THE CARGO COMMUNITY SYSTEM

A cargo community is generally considered to consist of some or all of the following:

- Airlines, scheduled and non-scheduled;
- Air freight forwarders and agents;
- Customs brokers;
- Customs authorities;
- Ground handling companies;
- Other government agencies;
- Airport authorities.

In general terms, the role of a cargo community system (CCS) is to improve communications, through the use of computers, in the movement of goods. It is implicit that discussion and consultation are necessary to achieve progress to meet the changing needs of a cargo community.

Its ultimate objective is movement of goods from shipper to consignee as quickly as possible. Other objectives of a CCS system include economies in individual processes by using shared data, faster ground handling and reduced dwell times thereby enhancing the value of the air cargo product. It should also lead to handling of increased volumes of cargo while reducing storage space requirements, increasing terminal throughput and avoiding additional investment in buildings and land. In short, increased efficiency, improved productivity and reduced costs are the benefits which accrue to all participants in the trading community.

There are presently many CCS's in operation worldwide, offering airline/forwarder/customs connectivity and new services to the air cargo industry.

It is essential that organisational issues be resolved early in the planning process of a CCS. This ensures that all points of view are considered before development becomes so advanced that it is difficult to change.

Implementation of CCSs is often locally arranged. However, such local agreements often have far-reaching international ramifications. Since Members of IATA operate international services, their interests are, by necessity, international. Many freight forwarding agencies are also international organisations or have close overseas connections. On the other hand, airport authorities and, more significantly, customs authorities have only national or even local interests. This results in a need to deal with authorities which can be as different and individual as their national interests demand.

From an airline point of view, it is essential to take a network or international perspective, and try to achieve simplification and standardisation on a world-wide basis. The information exchange can be simplified by the use of standard messages, avoiding costly 'black-box' interfaces for individual locations where such links are thought to be necessary.

Many airlines are in a unique position in the development of cargo community systems. As operators of worldwide networks, and having developed automated systems for the control of air freight with connections to other

community systems, they have had to develop standard interfaces. As a result, they are able to bring a global perspective to such developments.

THE ENVIRONMENT FOR DEVELOPMENT

To achieve the objectives of a community system, the following requirements need to be met:

1. An understanding among all participants, at all management levels, that the development of interface communications requires all participants to have a standard EDI language of data elements and messages.
2. The development of community or local system projects needs the cooperation of all participants, and an investment of time, personnel and finances to achieve practical, cost-effective systems.

STANDARDISATION OF DATA ELEMENTS AND MESSAGES

A message is a structured block of information which is passed from one computer to another. A computer can be programmed to automatically structure, send and receive a message to or from another computer. This is why it is important that all parties—agents, airlines, customs and others—agree on the use of standard data elements and message formats; standardised data elements and messages are the life-blood of EDI (electronic data interchange).

Airline standard data elements and messages are published in the IATA Cargo-IMP Manual, under the authority of the Cargo Services Conference. Wherever possible, standards are also coordinated with others in the international trading community through their representative agencies such as the UN/ECE, the World Customs Organisation (WCO) and FIATA, through the IATA/FIATA Consultative Council.

There are currently two standards for messages used in community systems that have received the endorsement of agents, airlines and customs. New community system developments will be based on these standards. These are the airlines' Cargo-IMP messages and the UN/EDIFACT standards. IATA and its Member airlines are working within the UN/EDIFACT message development structure to achieve the results the industry needs and to maintain and publish the Cargo-Fact manual.

INFORMATION EXCHANGE

Agents and airlines use their systems to communicate between origin and destination. In the transportation of cargo, it is also often necessary to exchange consignment information between different parties, e.g.:

- export agent—airline—import agent;
- airline—airline;
- airline—handling company;
- airline—customs;
- export/import broker (agent)—customs;
- agent—agent.

Since all of these parties have different computers, systems and procedures, there is an obvious challenge in making electronic information exchange work in practice.

THE INFORMATION FLOW

The information contained on the air waybill is needed by all participants in the carriage of the goods and by customs in order to release the goods. The air waybill data therefore becomes the foundation on which a cargo community system is developed—the means through which this information is communicated to all who need it.

If the original air waybill data is captured electronically, for example in an agent's computer, it should be easily and quickly accessible to anyone else who needs it. It is suggested that IATA [Resolution 600a](#) (The Air Waybill), Recommended Practice 1600r (Air Waybill—Validation of Data Format), the Cargo-IMP Manual and the Cargo-FACT Message Manual are helpful references for anyone developing systems for the automated issuance of air waybills. Other publications have been, and are being developed by IATA to further assist in this process.

Functions based on air waybill data include:

- airline space reservations;
- consignment data interfaces/exchange;
- consignment tracing/tracking;
- sales reporting; and
- internal management reports and statistics.

IATA is committed to full cooperation with all interested parties to achieve the coordinated development of cargo automation information exchange. The following areas, in particular, are considered critical:

- Standardisation of data elements and messages to meet all system interface requirements;
- Automated exchange of air waybill data;
- Electronic interface between airlines and agents;
- Electronic interface with customs authorities; and
- Development of economic, cost effective cargo community systems.

AGENT—AIRLINE INFORMATION EXCHANGE

A large proportion of all air cargo consignments are generated by cargo agents. A proportion of shipments are handled at destination by cargo agents or customs brokers. Because of this, the procedures for the movement of cargo necessarily involve the exchange of a great deal of information between agents and airlines.

Many agents are now equipped with computer systems for air cargo processing which are capable of sending and receiving messages. If this capability is exploited with connections to airlines' systems via a single, multi-access terminal a powerful communications link will be established. Many of the present telephone and paper communications could be replaced by the exchange of standard electronic messages, thus greatly improving speed and accuracy and reducing costs.

Airlines already have communications systems, both private and commercial networks and through the worldwide industry networks of SITA and, in North America, ARINC. These systems connect virtually all airlines and airports at the teletype message level and, in many instances, at the higher level of data transfer. For our purposes, the gap in the cargo communication chain is local—the ability to link agents with the airline communications network. This link can be provided by a cargo community system.

One of the first functions of a cargo community system is the exchange of information on reservations, status and air waybill data of benefit to both agents and airlines. For example:

AGENTS will benefit from:

- Direct message level access into all (participating) airlines' systems;
- A single connection to multiple airlines;
- Uniform message procedures for all airlines;
- Minimum costs through a community system;
- Reduction in telephone calls to airlines;
- Simplified or reduced documentation;
- Possibilities for pre-release of consignments by customs; and
- Improved customer service.

AIRLINES will achieve:

- A single gateway through which airline messages exchanged with outside parties can be routed;
- A controlled method of allowing access to airlines' computer systems to prevent unauthorised access to information;
- A simple method for allowing authorised users to obtain status data and make reservations;
- Timely and efficient receipt of air waybill data without the necessity to re-key the data;
- A link with CASS and/or other airlines' systems where available;
- A reduction in telephone calls; and
- Simplified documentation.

BAR CODING APPLICATIONS

A key to efficient flow of information, and to maximization of EDI benefits, is automatic data capture and shipment identification through bar coding. To help facilitate wider use of bar coding within the air cargo industry IATA has, in coordination with FIATA, developed a 'universal' bar coded label standard. This standard defines the dimensions, layout and data content and format for cargo labels—which can be applied by airlines and forwarders alike. It thereby provides significant efficiencies and cost savings through standardization of equipment, paper stock and handling procedures. The specification is published under [Resolution 606](#). Guidelines for the use of the bar coded label are published in the Bar Coded Label Handbook.

INTERFACE WITH CUSTOMS

Because of the large volume of air freight, many airlines have already realised that they need to make maximum use of computerised control systems. This is essential in order to minimise the number of documents which have to be produced, handled and stored.

Customs authorities in many countries have taken the initiative in developing automated systems for their control and processing functions. Customs requirements are frequently the same, yet the procedures for complying with them are just as frequently unique to each country. This led to initiation of a Joint Project of IATA and the Customs Cooperation Council as early as 1983.

Customs authorities' automation efforts have brought them to recognise the value of standardisation. As a result, the CCC/IATA Project was established and has resulted in:

- Signature of a Memorandum of Understanding between the two organisations;
- Adoption of a Recommendation in the CCC regarding the interchange of data between customs authorities and air carriers;
- Adoption of a Resolution by the IATA Cargo Services Conference regarding interchange of data between air carriers and customs authorities.

The United States Customs and Border Protection Agency's for the Advance Presentation of Electronic Cargo Information came into force in 2004. Canada and India have similar legislation effective in 2006. Member countries of the World Customs Organization (WCO) have committed to the implementation of the WCO Data Model where possible. Cargo Automation and IATA's e-freight initiative will play a major role in ensuring that airline members and their forwarder/intermediary partners meet these requirements.

INTERFACE WITH POSTAL ADMINISTRATIONS

A large amount of mail is transported by air. Just as the Customs authorities have realised the benefit of the automated exchange of standard messages, so too have many of the Postal administrations. The Members of IATA and the Universal Postal Union (UPU) have been working cooperatively in this regard with the following results:

- Signature of a Memorandum of Understanding between the two organisations;
- Adoption of a Resolution by the IATA Cargo Services Conference regarding interchange of data between air carriers and postal administrations;
- Adoption of a Resolution by the IATA Cargo Services Conference regarding interchange of data between air carriers and customs authorities.

The Joint Postal Administrations/Airlines Electronic Data Interchange Manual, which includes EDIFACT messages for use in system to system exchange of airmail information.

For further information on the work of IATA and its Member airlines on automation developments in the air cargo industry, please contact Global Head of Cargo at the IATA office in Geneva.

CONVENTIONS/PROTOCOLS

The Warsaw Convention as amended by various protocols of the Hague, Guadalajara and Montreal and the Montreal Convention (1999), together with the Conditions of Carriage, provide the regulatory framework within which the international air industry operates.

Some countries may not be signatories to the Convention and all its Protocols. You are therefore advised to ask your national authority or national carrier whether different regulations, particularly concerning liability, apply in your territory.

Copies of some of these conventions/protocols are following for information. However to ensure the latest status, please refer to the IATA website at www.iata.org/customer-portal/Pages/index.aspx or from FIATA www.fiata.org.

Convention For The Unification Of Certain Rules Relating To International Carriage By Air, Signed At Warsaw On 12 October 1929

(Warsaw Convention 1929)

Chapter I—Scope—Definitions

Article 1

1. This Convention applies to all international carriage of persons, luggage or goods performed by aircraft for reward. It applies equally to gratuitous carriage by aircraft performed by an air transport undertaking.

2. For the purposes of this Convention the expression “international carriage” means any carriage in which, according to the contract made by the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the territories of two High Contracting Parties, or within the territory of a single High Contracting Party, if there is an agreed stopping place within a territory subject to the sovereignty, suzerainty, mandate or authority of another Power, even though that Power is not a party to this Convention. A carriage without such an agreed stopping place between territories subject to the sovereignty, suzerainty, mandate or authority of the same High Contracting Party is not deemed to be international for the purposes of this Convention.

3. A carriage to be performed by several successive air carriers is deemed, for the purposes of this Convention, to be one undivided carriage, if it has been regarded by the parties as a single operation, whether it had been agreed upon under the form of a single contract or of a series of contracts, and it does not lose its international character merely because one contract or a series of contracts is to be performed entirely within a territory subject to the sovereignty, suzerainty, mandate or authority of the same High Contracting Party.

Article 2

1. This Convention applies to carriage performed by the State or by legally constituted public bodies provided it falls within the conditions laid down in [Article 1](#).

2. This Convention does not apply to carriage performed under the terms of any international postal Convention.

Chapter II—Documents of Carriage

Section I—Passenger Ticket

Article 3

1. For the carriage of passengers the carrier must deliver a passenger ticket which shall contain the following particulars:

- a. the place and date of issue;
 - b. the place of departure and of destination;
 - c. the agreed stopping places, provided that the carrier may reserve the right to alter the stopping places in case of necessity, and that if he exercises that right, the alteration shall not have the effect of depriving the carriage of its international character;
 - d. the name and address of the carrier or carriers;
 - e. a statement that the carriage is subject to the rules relating to liability established by this Convention.
2. The absence, irregularity or loss of the passenger ticket does not affect the existence or the validity of the contract of carriage, which shall none the less be subject to the rules of this Convention. Nevertheless, if the carrier accepts a passenger without a passenger ticket having been delivered he shall not be entitled to avail himself of those provisions of this Convention which exclude or limit his liability.

Section II—Luggage Ticket

Article 4

1. For the carriage of luggage, other than small personal objects of which the passenger takes charge himself, the carrier must deliver a luggage ticket.
2. The luggage ticket shall be made out in duplicate, one part for the passenger and the other part for the carrier.
3. The luggage ticket shall contain the following particulars:
 - a. the place and date of issue;
 - b. the place of departure and of destination;
 - c. the name and address of the carrier or carriers;
 - d. the number of the passenger ticket;
 - e. a statement that delivery of the luggage will be made to the bearer of the luggage ticket;
 - f. the number and weight of the packages;
 - g. the amount of the value declared in accordance with [Article 22\(2\)](#);
 - h. a statement that the carriage is subject to the rules relating to liability established by this Convention.
4. The absence, irregularity or loss of the luggage ticket does not affect the existence or the validity of the contract of carriage, which shall none the less be subject to the rules of this Convention. Nevertheless, if the carrier accepts luggage without a luggage ticket having been delivered, or if the luggage ticket does not contain the particulars set out at (d), (f) and (h) above, the carrier shall not be entitled to avail himself of those provisions of the Convention which exclude or limit his liability.

Section III—Air Consignment Note

Article 5

1. Every carrier of goods has the right to require the consignor to make out and hand over to him a document called an “air consignment note”; every consignor has the right to require the carrier to accept this document.
2. The absence, irregularity or loss of this document does not affect the existence or the validity of the contract of carriage which shall, subject to the provisions of [Article 9](#), be none the less governed by the rules of this Convention.

Article 6

1. The air consignment note shall be made out by the consignor in three original parts and be handed over with the goods.
2. The first part shall be marked “for the carrier,” and shall be signed by the consignor. The second part shall be marked “for the consignee”; it shall be signed by the consignor and by the carrier and shall accompany the goods. The third part shall be signed by the carrier and handed by him to the consignor after the goods have been accepted.
3. The carrier shall sign on acceptance of the goods.
4. The signature of the carrier may be stamped; that of the consignor may be printed or stamped.
5. If, at the request of the consignor, the carrier makes out the air consignment note, he shall be deemed, subject to proof to the contrary, to have done so on behalf of the consignor.

Article 7

The carrier of goods has the right to require the consignor to make out separate consignment notes when there is more than one package.

Article 8

The air consignment note shall contain the following particulars:

- a. the place and date of its execution;
- b. the place of departure and of destination;
- c. the agreed stopping places, provided that the carrier may reserve the right to alter the stopping places in case of necessity, and that if he exercises that right the alteration shall not have the effect of depriving the carriage of its international character;
- d. the name and address of the consignor;
- e. the name and address of the first carrier;
- f. the name and address of the consignee, if the case so requires;
- g. the nature of the goods;

- h. the number of the packages, the method of packing and the particular marks or numbers upon them;
- i. the weight, the quantity and the volume or dimensions of the goods;
- j. the apparent condition of the goods and of the packing;
- k. the freight, if it has been agreed upon, the date and place of payment, and the person who is to pay it;
- l. if the goods are sent for payment on delivery, the price of the goods, and, if the case so requires, the amount of the expenses incurred;
- m. the amount of the value declared in accordance with [Article 22 \(2\)](#);
- n. the number of parts of the air consignment note;
- o. the documents handed to the carrier to accompany the air consignment note;
- p. the time fixed for the completion of the carriage and a brief note of the route to be followed, if these matters have been agreed upon;
- q. a statement that the carriage is subject to the rules relating to liability established by this Convention.

Article 9

If the carrier accepts goods without an air consignment note having been made out, or if the air consignment note does not contain all the particulars set out in [Article 8\(a\)](#) to (i) inclusive and (q), the carrier shall not be entitled to avail himself of the provisions of this Convention which exclude or limit his liability.

Article 10

1. The consignor is responsible for the correctness of the particulars and statements relating to the goods which he inserts in the air consignment note.
2. The consignor will be liable for all damage suffered by the carrier or any other person by reason of the irregularity, incorrectness or incompleteness of the said particulars and statements.

Article 11

1. The air consignment note is prima facie evidence of the conclusion of the contract, of the receipt of the goods and of the conditions of carriage.
2. The statements in the air consignment note relating to the weight, dimensions and packing of the goods, as well as those relating to the number of packages, are prima facie evidence of the facts stated; those relating to the quantity, volume and condition of the goods do not constitute evidence against the carrier except so far as they both have been, and are stated in the air consignment note to have been, checked by him in the presence of the consignor, or relate to the apparent condition of the goods.

Article 12

1. Subject to his liability to carry out all his obligations under the contract of carriage, the consignor has the right to dispose of the goods by withdrawing them at the aerodrome of departure or destination, or by stopping them in the course of the journey on any landing, or by calling for them to be delivered at the place of destination or in the course of the journey to a person other than the consignee named in the air consignment note, or by requiring them to be returned to the aerodrome of departure. He must not exercise this right of disposition in such a way as to prejudice the carrier or other consignors and he must repay any expenses occasioned by the exercise of this right.
2. If it is impossible to carry out the orders of the consignor the carrier must so inform him forthwith.
3. If the carrier obeys the orders of the consignor for the disposition of the goods without requiring the production of the part of the air consignment note delivered to the latter, he will be liable, without prejudice to his right of recovery from the consignor, for any damage which may be caused thereby to any person who is lawfully in possession of that part of the air consignment note.
4. The right conferred on the consignor ceases at the moment when that of the consignee begins in accordance with [Article 13](#). Nevertheless, if the consignee declines to accept the consignment note or the goods, or if he cannot be communicated with, the consignor resumes his right of disposition.

Article 13

1. Except in the circumstances set out in the preceding Article, the consignee is entitled, on arrival of the goods at the place of destination, to require the carrier to hand over to him the air consignment note and to deliver the goods to him, on payment of the charges due and on complying with the conditions of carriage set out in the air consignment note.
2. Unless it is otherwise agreed, it is the duty of the carrier to give notice to the consignee as soon as the goods arrive.
3. If the carrier admits the loss of the goods, or if the goods have not arrived at the expiration of seven days after the date on which they ought to have arrived, the consignee is entitled to put into force against the carrier the rights which flow from the contract of carriage.

Article 14

The consignor and the consignee can respectively enforce all the rights given them by [Articles 12](#) and [13](#), each in his own name, whether he is acting in his own interest or in the interest of another, provided that he carries out the obligations imposed by the contract.

Article 15

1. [Articles 12](#), [13](#) and [14](#) do not affect either the relations of the consignor or the consignee with each other or the mutual relations of third parties whose

rights are derived either from the consignor or from the consignee.

2. The provisions of [Articles 12, 13 and 14](#) can only be varied by express provision in the air consignment note.

Article 16

1. The consignor must furnish such information and attach to the air consignment note such documents as are necessary to meet the formalities of customs, octroi or police before the goods can be delivered to the consignee. The consignor is liable to the carrier for any damage occasioned by the absence, insufficiency or irregularity of any such information or documents, unless the damage is due to the fault of the carrier or his agents.

2. The carrier is under no obligation to enquire into the correctness or sufficiency of such information or documents.

Chapter III—Liability of the Carrier

Article 17

The carrier is liable for damage sustained in the event of the death or wounding of a passenger or any other bodily injury suffered by a passenger, if the accident which caused the damage so sustained took place on board the aircraft or in the course of any of the operations of embarking or disembarking.

Article 18

1. The carrier is liable for damage sustained in the event of the destruction or loss of, or of damage to, any registered luggage or any goods, if the occurrence which caused the damage so sustained took place during the carriage by air.

2. The carriage by air within the meaning of the preceding paragraph comprises the period during which the luggage or goods are in charge of the carrier, whether in an aerodrome or on board an aircraft, or, in the case of a landing outside an aerodrome, in any place whatsoever.

3. The period of the carriage by air does not extend to any carriage by land, by sea or by river performed outside an aerodrome. If, however, such a carriage takes place in the performance of a contract for carriage by air, for the purpose of loading, delivery or trans-shipment, any damage is presumed, subject to proof to the contrary, to have been the result of an event which took place during the carriage by air.

Article 19

The carrier is liable for damage occasioned by delay in the carriage by air of passengers, luggage or goods.

Article 20

1. The carrier is not liable if he proves that he and his agents have taken all necessary measures to avoid the damage or that it was impossible for him or them to take such measures.

2. In the carriage of goods and luggage the carrier is not liable if he proves that the damage was occasioned by negligent pilotage or negligence in the handling of the aircraft or in navigation and that, in all other respects, he and his agents have taken all necessary measures to avoid the damage.

Article 21

If the carrier proves that the damage was caused by or contributed to by the negligence of the injured person the Court may, in accordance with the provisions of its own law, exonerate the carrier wholly or partly from his liability.

Article 22

1. In the carriage of passengers the liability of the carrier for each passenger is limited to the sum of 125,000 francs. Where, in accordance with the law of the Court seized of the case, damages may be awarded in the form of periodical payments, the equivalent capital value of the said payments shall not exceed 125,000 francs. Nevertheless, by special contract, the carrier and the passenger may agree to a higher limit of liability.

2. In the carriage of registered luggage and of goods, the liability of the carrier is limited to a sum of 250 francs per kilogram, unless the consignor has made, at the time when the package was handed over to the carrier, a special declaration of the value at delivery and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless he proves that that sum is greater than the actual value to the consignor at delivery.

3. As regards objects of which the passenger takes charge himself the liability of the carrier is limited to 5,000 francs per passenger.

4. The sums mentioned above shall be deemed to refer to the French franc consisting of 65 « milligrams gold of millesimal fineness 900. These sums may be converted into any national currency in round figures.

Article 23

Any provision tending to relieve the carrier of liability or to fix a lower limit than that which is laid down in this Convention shall be null and void, but the nullity of any such provision does not involve the nullity of the whole contract, which shall remain subject to the provisions of this Convention.

Article 24

1. In the cases covered by [Articles 18 and 19](#) any action for damages, however founded, can only be brought subject to the conditions and limits set out in this Convention.

2. In the cases covered by [Article 17](#) the provisions of the preceding paragraph also apply, without prejudice to the questions as to who are the persons who have the right to bring suit and what are their respective rights.

Article 25

1. The carrier shall not be entitled to avail himself of the provisions of this Convention which exclude or limit his liability, if the damage is caused by his wilful misconduct or by such default on his part as, in accordance with the law of the Court seised of the case, is considered to be equivalent to wilful misconduct.
2. Similarly the carrier shall not be entitled to avail himself of the said provisions, if the damage is caused as aforesaid by any agent of the carrier acting within the scope of his employment.

Article 26

1. Receipt by the person entitled to delivery of luggage or goods without complaint is prima facie evidence that the same have been delivered in good condition and in accordance with the document of carriage.
2. In the case of damage, the person entitled to delivery must complain to the carrier forthwith after the discovery of the damage, and, at the latest, within three days from the date of receipt in the case of luggage and seven days from the date of receipt in the case of goods. In the case of delay the complaint must be made at the latest within fourteen days from the date on which the luggage or goods have been placed at his disposal.
3. Every complaint must be made in writing upon the document of carriage or by separate notice in writing despatched within the times aforesaid.
4. Failing complaint within the times aforesaid, no action shall lie against the carrier, save in the case of fraud on his part.

Article 27

In the case of the death of the person liable, an action for damages lies in accordance with the terms of this Convention against those legally representing his estate.

Article 28

1. An action for damages must be brought, at the option of the plaintiff, in the territory of one of the High Contracting Parties, either before the Court having jurisdiction where the carrier is ordinarily resident, or has his principal place of business, or has an establishment by which the contract has been made or before the Court having jurisdiction at the place of destination.
2. Questions of procedure shall be governed by the law of the Court seised of the case.

Article 29

1. The right to damages shall be extinguished if an action is not brought within two years, reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.
2. The method of calculating the period of limitation shall be determined by the law of the Court seised of the case.

Article 30

1. In the case of carriage to be performed by various successive carriers and falling within the definition set out in the third paragraph of [Article 1](#), each carrier who accepts passengers, luggage or goods is subjected to the rules set out in this Convention, and is deemed to be one of the contracting parties to the contract of carriage in so far as the contract deals with that part of the carriage which is performed under his supervision.
2. In the case of carriage of this nature, the passenger or his representative can take action only against the carrier who performed the carriage during which the accident or the delay occurred, save in the case where, by express agreement, the first carrier has assumed liability for the whole journey.
3. As regards luggage or goods, the passenger or consignor will have a right of action against the first carrier, and the passenger or consignee who is entitled to delivery will have a right of action against the last carrier, and further, each may take action against the carrier who performed the carriage during which the destruction, loss, damage or delay took place. These carriers will be jointly and severally liable to the passenger or to the consignor or consignee.

Chapter IV—Provisions relating to Combined Carriage

Article 31

1. In the case of combined carriage performed partly by air and partly by any other mode of carriage, the provisions of this Convention apply only to the carriage by air, provided that the carriage by air falls within the terms of [Article 1](#).
2. Nothing in this Convention shall prevent the parties in the case of combined carriage from inserting in the document of air carriage conditions relating to other modes of carriage, provided that the provisions of this Convention are observed as regards the carriage by air.

Chapter V—General and Final Provisions

Article 32

Any clause contained in the contract and all special agreements entered into before the damage occurred by which the parties purport to infringe the rules laid down by this Convention, whether by deciding the law to be applied, or by altering the rules as to jurisdiction, shall be null and void. Nevertheless for the carriage of goods arbitration clauses are allowed, subject to this Convention, if the arbitration is to take place within one of the jurisdictions referred to in the first paragraph of [Article 28](#).

Article 33

Nothing contained in this Convention shall prevent the carrier either from refusing to enter into any contract of carriage, or from making regulations which do not conflict with the provisions of this Convention.

Article 34

This Convention does not apply to international carriage by air performed by way of experimental trial by air navigation undertakings with the view to the establishment of a regular line of air navigation, nor does it apply to carriage performed in extraordinary circumstances outside the normal scope of an air carrier's business.

Article 35

The expression "days" when used in this Convention means current days not working days.

Article 36

The Convention is drawn up in French in a single copy which shall remain deposited in the archives of the Ministry for Foreign Affairs of Poland and of which one duly certified copy shall be sent by the Polish Government to the Government of each of the High Contracting Parties.

Article 37

1. This Convention shall be ratified. The instruments of ratification shall be deposited in the archives of the Ministry for Foreign Affairs of Poland, which will notify the deposit to the Government of each of the High Contracting Parties.

2. As soon as this Convention shall have been ratified by five of the High Contracting Parties it shall come into force as between them on the ninetieth day after the deposit of the fifth ratification. Thereafter it shall come into force between the High Contracting Parties who shall have ratified and the High Contracting Party who deposits his instrument of ratification on the ninetieth day after the deposit.

3. It shall be the duty of the Government of the Republic of Poland to notify to the Government of each of the High Contracting Parties the date on which this Convention comes into force as well as the date of the deposit of each ratification.

Article 38

1. This Convention shall, after it has come into force, remain open for accession by any State.

2. The accession shall be effected by a notification addressed to the Government of the Republic of Poland, which will inform the Government of each of the High Contracting Parties thereof.

3. The accession shall take effect as from the ninetieth day after the notification made to the Government of the Republic of Poland.

Article 39

1. Any one of the High Contracting Parties may denounce this Convention by a notification addressed to the Government of the Republic of Poland, which will at once inform the Government of each of the High Contracting Parties.

2. Denunciation shall take effect six months after the notification of denunciation, and shall operate only as regards the Party who shall have proceeded to denunciation.

Article 40

1. Any High Contracting Party may, at the time of signature or of deposit of ratification or of accession declare that the acceptance which he gives to this Convention does not apply to all or any of his colonies, protectorates, territories under mandate, or any other territory subject to his sovereignty or his authority, or any territory under his suzerainty.

2. Accordingly any High Contracting Party may subsequently accede separately in the name of all or any of his colonies, protectorates, territories under mandate or any other territory subject to his sovereignty or to his authority or any territory under his suzerainty which has been thus excluded by his original declaration.

3. Any High Contracting Party may denounce this Convention, in accordance with its provisions, separately or for all or any of his colonies, protectorates, territories under mandate or any other territory subject to his sovereignty or to his authority, or any other territory under his suzerainty.

Article 41

Any High Contracting Party shall be entitled not earlier than two years after the coming into force of this Convention to call for the assembling of a new international Conference in order to consider any improvements which may be made in this Convention. To this end he will communicate with the Government of the French Republic which will take the necessary measures to make preparations for such Conference.

This Convention Done at Warsaw on the 12th October, 1929, shall remain open for signature until the 31st January, 1930.

Additional Protocol—With reference to [Article 2](#)

The High Contracting Parties reserve to themselves the right to declare at the time of ratification or of accession that the first paragraph of [Article 2](#) of this Convention shall not apply to international carriage by air performed directly by the State, its colonies, protectorates or mandated territories or by any other territory under its sovereignty, suzerainty or authority.

End

Protocol to Amend the Convention for the Unification of Certain Rules Relating to International Carriage by Air, Signed at Warsaw on 12 October 1929, Done at The Hague On 28 September 1955

(The Hague Protocol to the Warsaw Convention 1955)

The Governments Undersigned

Considering that it is desirable to amend the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw on 12 October 1929,

Have Agreed As Follows:

Chapter I—Amendments to the Convention

Article I

In [Article 1](#) of the Convention—

(a) paragraph 2 shall be deleted and replaced by the following:-

“2. For the purposes of this Convention, the expression international carriage means any carriage in which, according to the agreement between the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the territories of two High Contracting Parties or within the territory of a single High Contracting Party if there is an agreed stopping place within the territory of another State, even if that State is not a High Contracting Party. Carriage between two points within the territory of a single High Contracting Party without an agreed stopping place within the territory of another State is not international carriage for the purposes of this Convention.”

(b) paragraph 3 shall be deleted and replaced by the following:-

“3. Carriage to be performed by several successive air carriers is deemed, for the purposes of this Convention, to be one undivided carriage if it has been regarded by the parties as a single operation, whether it had been agreed upon under the form of a single contract or of a series of contracts, and it does not lose its international character merely because one contract or a series of contracts is to be performed entirely within the territory of the same State.”

Article II

In [Article 2](#) of the Convention—paragraph 2 shall be deleted and replaced by the following:-

“2. This Convention shall not apply to carriage of mail and postal packages.”

Article III

In [Article 3](#) of the Convention—

(a) paragraph 1 shall be deleted and replaced by the following:-

“1. In respect of the carriage of passengers a ticket shall be delivered containing:

(a) an indication of the places of departure and destination;

(b) if the places of departure and destination are within the territory of a single High Contracting Party, one or more agreed stopping places being within the territory of another State, an indication of at least one such stopping place;

(c) a notice to the effect that, if the passenger's journey involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and that the Convention governs and in most cases limits the liability of carriers for death or personal injury and in respect of loss of or damage to baggage.”

(b) paragraph 2 shall be deleted and replaced by the following:-

“2. The passenger ticket shall constitute prima facie evidence of the conclusion and conditions of the contract of carriage. The absence, irregularity or loss of the passenger ticket does not affect the existence or the validity of the contract of carriage which shall, none the less, be subject to the rules of this Convention. Nevertheless, if, with the consent of the carrier, the passenger embarks without a passenger ticket having been delivered, or if the ticket does not include the notice required by paragraph 1 (c) of this Article, the carrier shall not be entitled to avail himself of the provisions of [Article 22](#).”

Article IV

In [Article 4](#) of the Convention—

(a) paragraphs 1, 2 and 3 shall be deleted and replaced by the following:-

“1. In respect of the carriage of registered baggage, a baggage check shall be delivered, which, unless combined with or incorporated in a passenger ticket which complies with the provisions of [Article 3](#), paragraph 1, shall contain:

(a) an indication of the places of departure and destination;

(b) if the places of departure and destination are within the territory of a single High Contracting Party, one or more agreed stopping places being within the territory of another State, an indication of at least one such stopping place;

(c) a notice to the effect that, if the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be

applicable and that the Convention governs and in most cases limits the liability of carriers in respect of loss of or damage to baggage.”

(b) paragraph 4 shall be deleted and replaced by the following:-

“2. The baggage check shall constitute prima facie evidence of the registration of the baggage and of the conditions of the contract of carriage. The absence, irregularity or loss of the baggage check does not affect the existence or the validity of the contract of carriage which shall, none the less, be subject to the rules of this Convention. Nevertheless, if the carrier takes charge of the baggage without a baggage check having been delivered or if the baggage check (unless combined with or incorporated in the passenger ticket which complies with the provisions of Article 3, paragraph 1 (c)) does not include the notice required by paragraph 1 (c) of this Article, he shall not be entitled to avail himself of the provisions of Article 22, paragraph 2.”

Article V

In Article 6 of the Convention—paragraph 3 shall be deleted and replaced by the following:-

“3. The carrier shall sign prior to the loading of the cargo on board the aircraft.”

Article VI

Article 8 of the Convention shall be deleted and replaced by the following:-

“The air waybill shall contain:

(a) an indication of the places of departure and destination;

(b) if the places of departure and destination are within the territory of a single High Contracting Party, one or more agreed stopping places being within the territory of another State, an indication of at least one such stopping place;

(c) a notice to the consign or to the effect that, if the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and that the Convention governs and in most cases limits the liability of carriers in respect of loss of or damage to cargo.”

Article VII

Article 9 of the Convention shall be deleted and replaced by the following:-

“If, with the consent of the carrier, cargo is loaded on board the aircraft without an air waybill having been made out, or if the air waybill does not include the notice required by Article 8, paragraph (c), the carrier shall not be entitled to avail himself of the provisions of Article 22, paragraph 2.”

Article VIII

In Article 10 of the Convention—paragraph 2 shall be deleted and replaced by the following:-

“2. The consignor shall indemnify the carrier against all damage suffered by him, or by any other person to whom the carrier is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements furnished by the consignor.”

Article IX

To Article 15 of the Convention—the following paragraph shall be added:-

“3. Nothing in this Convention prevents the issue of a negotiable air waybill.”

Article X

Paragraph 2 of Article 20 of the Convention shall be deleted.

Article XI

Article 22 of the Convention shall be deleted and replaced by the following:-

“Article 22

1. In the carriage of persons the liability of the carrier for each passenger is limited to the sum of two hundred and fifty thousand francs. Where, in accordance with the law of the court seised of the case, damages may be awarded in the form of periodical payments, the equivalent capital value of the said payments shall not exceed two hundred and fifty thousand francs. Nevertheless, by special contract, the carrier and the passenger may agree to a higher limit of liability.

2. (a) in the carriage of registered baggage and of cargo, the liability of the carrier is limited to a sum of two hundred and fifty francs per kilogramme, unless the passenger or consignor has made, at the time when the package was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless he proves that that sum is greater than the passenger's or consignor's actual interest in delivery at destination.

(b) in the case of loss, damage or delay of part of registered baggage or cargo, or of any object contained therein, the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall be only the total weight of the package or packages concerned. Nevertheless, when the loss, damage or delay of a part of the registered baggage or cargo, or of an object contained therein, affects the value of other packages covered by the same baggage check or the same air way bill, the total weight of such package or packages shall also be taken into consideration in determining the limit of liability.

3. As regards objects of which the passenger takes charge himself the liability of the carrier is limited to five thousand francs per passenger.

4. The limits prescribed in this article shall not prevent the court from awarding, in accordance with its own law, in addition, the whole or part of the court costs and of the other expenses of the litigation incurred by the plaintiff. The foregoing provision shall not apply if the amount of the damages awarded, excluding court costs and other expenses of the litigation, does not exceed the sum which the carrier has offered in writing to the plain tiff within a period of six months from the date of the occurrence causing the damage, or before the commencement of the action, if that is later.

5. The sums mentioned in francs in this Article shall be deemed to refer to a currency unit consisting of sixty-five and a half milligrammes of gold of millesimal fineness nine hundred. These sums may be converted into national currencies in round figures. Conversion of the sums into national currencies other than gold shall, in case of judicial proceedings, be made according to the gold value of such currencies at the date of the judgment.”

Article XII

In [Article 23](#) of the Convention, the existing provision shall be renumbered as paragraph 1 and another paragraph shall be added as follows:-

“2. Paragraph 1 of this Article shall not apply to provisions governing loss or damage resulting from the inherent defect, quality or vice of the cargo carried.”

Article XIII

In [Article 25](#) of the Convention—paragraphs 1 and 2 shall be deleted and replaced by the following:-

“The limits of liability specified in [Article 22](#) shall not apply if it is proved that the damage resulted from an act or omission of the carrier, his servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that, in the case of such act or omission of a servant or agent, it is also proved that he was acting within the scope of his employment.”

Article XIV

After [Article 25](#) of the Convention, the following article shall be inserted:-

“[Article 25 A](#)

1. If an action is brought against a servant or agent of the carrier arising out of damage to which this Convention relates, such servant or agent, if he proves that he acted within the scope of his employment, shall be entitled to avail himself of the limits of liability which that carrier himself is entitled to invoke under [Article 22](#).

2. The aggregate of the amounts recoverable from the carrier, his servants and agents, in that case, shall not exceed the said limits.

3. The provisions of paragraphs 1 and 2 of this article shall not apply if it is proved that the damage resulted from an act or omission of the servant or agent done with intent to cause damage or recklessly and with knowledge that damage would probably result.”

Article XV

In [Article 26](#) of the Convention—paragraph 2 shall be deleted and replaced by the following:-

“2. In the case of damage, the person entitled to delivery must complain to the carrier forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipt in the case of baggage and fourteen days from the date of receipt in the case of cargo. In the case of delay the complaint must be made at the latest within twenty one days from the date on which the baggage or cargo have been placed at his disposal.”

Article XVI

Article 34 of the Convention shall be deleted and replaced by the following:-

“The provisions of [Articles 3](#) to [9](#) inclusive relating to documents of carriage shall not apply in the case of carriage performed in extraordinary circumstances outside the normal scope of an air carrier’s business.”

Article XVII

After Article 40 of the Convention, the following Article shall be inserted:-

“Article 40 A

1. In Article 37, paragraph 2 and Article 40, paragraph 1, the expression High Contracting Party shall mean State. In all other cases, the expression High Contracting Party shall mean a State whose ratification of or adherence to the Convention has become effective and whose denunciation thereof has not become effective.

2. For the purposes of the Convention the word territory means not only the metropolitan territory of a State but also all other territories for the foreign relations of which that State is responsible.”

Chapter II—Scope of Application of the Convention as Amended

Article XVIII

The Convention as amended by this Protocol shall apply to international carriage as defined in [Article 1](#) of the Convention, provided that the places of departure and destination referred to in that Article are situated either in the territories of two parties to this Protocol or within the territory of a single party to this Protocol with an agreed stopping place within the territory of another State.

Chapter III—Final Clauses

Article XIX

As between the Parties to this Protocol, the Convention and the Protocol shall be read and interpreted together as one single instrument and shall be known as the Warsaw Convention as amended at The Hague, 1955.

Article XX

Until the date on which this Protocol comes into force in accordance with the provisions of [Article XXII](#), paragraph 1, it shall remain open for signature on behalf of any State which up to that date has ratified or adhered to the Convention or which has participated in the Conference at which this Protocol was adopted.

Article XXI

1. This Protocol shall be subject to ratification by the signatory States.
2. Ratification of this Protocol by any State which is not a Party to the Convention shall have the effect of adherence to the Convention as amended by this Protocol.
3. The instruments of ratification shall be deposited with the Government of the People's Republic of Poland.

Article XXII

1. As soon as thirty signatory States have deposited their instruments of ratification of this Protocol, it shall come into force between them on the ninetieth day after the deposit of the thirtieth instrument of ratification. It shall come into force for each State ratifying thereafter on the ninetieth day after the deposit of its instrument of ratification.
2. As soon as this Protocol comes into force it shall be registered with the United Nations by the Government of the People's Republic of Poland.

Article XXIII

1. This Protocol shall, after it has come into force, be open for adherence by any non-signatory State.
2. Adherence to this Protocol by any State which is not a Party to the Convention shall have the effect of adherence to the Convention as amended by this Protocol.
3. Adherence shall be effected by the deposit of an instrument of adherence with the Government of the People's Republic of Poland and shall take effect on the ninetieth day after the deposit.

Article XXIV

1. Any Party to this Protocol may denounce the Protocol by notification addressed to the Government of the People's Republic of Poland.

2. Denunciation shall take effect six months after the date of receipt by the Government of the People's Republic of Poland of the notification of denunciation.

3. As between the Parties to this Protocol, denunciation by any of them of the Convention in accordance with Article 39 thereof shall not be construed in any way as a denunciation of the Convention as amended by this Protocol.

Article XXV

1. This Protocol shall apply to all territories for the foreign relations of which a State Party to this Protocol is responsible, with the exception of territories in respect of which a declaration has been made in accordance with paragraph 2 of this Article.

2. Any State may, at the time of deposit of its instrument of ratification or adherence, declare that its acceptance of this Protocol does not apply to any one or more of the territories for the foreign relations of which such State is responsible.

3. Any State may subsequently, by notification to the Government of the People's Republic of Poland, extend the application of this Protocol to any or all of the territories regarding which it has made a declaration in accordance with paragraph 2 of this Article. The notification shall take effect on the ninetieth day after its receipt by that Government.

4. Any State Party to this Protocol may denounce it, in accordance with the provisions of [Article XXIV](#), paragraph 1, separately for any or all of the territories for the foreign relations of which such State is responsible.

Article XXVI

No reservation may be made to this Protocol except that a State may at any time declare by a notification addressed to the Government of the People's Republic of Poland that the Convention as amended by this Protocol shall not apply to the carriage of persons, cargo and baggage for its military authorities on aircraft, registered in that State, the whole capacity of which has been reserved by or on behalf of such authorities.

Article XXVII

The Government of the People's Republic of Poland shall give immediate notice to the Governments of all States signatories to the Convention or this Protocol, all States Parties to the Convention or this Protocol, and all States Members of the International Civil Aviation Organization or of the United Nations and to the International Civil Aviation Organization:

- (a) of any signature of this Protocol and the date thereof;
- (b) of the deposit of any instrument of ratification or adherence in respect of this Protocol and the date thereof;
- (c) of the date on which this Protocol comes into force in accordance with [Article XXII](#), paragraph 1;
- (d) of the receipt of any notification of denunciation and the date thereof;
- (e) of the receipt of any declaration or notification made under [Article XXV](#) and the date thereof; and
- (f) of the receipt of any notification made under [Article XXVI](#) and the date thereof.

In Witness Whereof the undersigned Plenipotentiaries, having been duly authorized, have signed this Protocol.

Done at The Hague on the twenty-eighth day of the month of September of the year One Thousand Nine Hundred and Fifty-five, in three authentic texts in the English, French and Spanish languages. In the case of any inconsistency, the text in the French language, in which language the Convention was drawn up, shall prevail.

This Protocol shall be deposited with the Government of the People's Republic of Poland with which, in accordance with [Article XX](#), it shall remain open for signature, and that Government shall send certified copies thereof to the Governments of all States signatories to the Convention or this Protocol, all States Parties to the Convention or this Protocol, and all States Members of the International Civil Aviation Organization or of the United Nations, and to the International Civil Aviation Organization.

End

Convention Supplementary to the Warsaw Convention for the Unification of Certain Rules Relating to International Carriage by Air Performed by a Person other than the Contracting Carrier, Signed in Guadalajara on 18 September 1961

(Guadalajara Convention 1961)

The States Signatory to the Present Convention

Noting that the Warsaw Convention does not contain particular rules relating to international carriage by air performed by a person who is not a party to the agreement for carriage

Considering that it is therefore desirable to formulate rules to apply in such circumstances

Have Agreed As Follows:

Article I

In this Convention:

(a) "Warsaw Convention" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw on 12 October 1929, or the Warsaw Convention as amended at The Hague, 1955, according to whether the carriage under the agreement referred to in paragraph (b) is governed by the one or by the other;

(b) "contracting carrier" means a person who as a principal makes an agreement for carriage governed by the Warsaw Convention with a passenger or consignor or with a person acting on behalf of the passenger or consignor;

(c) "actual carrier" means a person other than the contracting carrier, who, by virtue of authority from the contracting carrier, performs the whole or part of the carriage contemplated in paragraph (b) but who is not with respect to such part a successive carrier within the meaning of the Warsaw Convention. Such authority is presumed in the absence of proof to the contrary.

Article II

If an actual carrier performs the whole or part of carriage which, according to the agreement referred to in [Article I](#), paragraph (b), is governed by the Warsaw Convention, both the contracting carrier and the actual carrier shall, except as otherwise provided in this Convention, be subject to the rules of the Warsaw Convention, the former for the whole of the carriage contemplated in the agreement, the latter solely for the carriage which he performs.

Article III

1. The acts and omissions of the actual carrier and of his servants and agents acting within the scope of their employment shall, in relation to the carriage performed by

the actual carrier, be deemed to be also those of the contracting carrier.

2. The acts and omissions of the contracting carrier and of his servants and agents acting within the scope of their employment shall, in relation to the carriage performed by the actual carrier, be deemed to be also those of the actual carrier. Nevertheless, no such act or omission shall subject the actual carrier to liability exceeding the limits specified in Article 22 of the Warsaw Convention. Any special agreement under which the contracting carrier assumes obligations not imposed by the Warsaw Convention or any waiver of rights conferred by that Convention or any special declaration of interest in delivery at destination contemplated in Article 22 of the said Convention, shall not affect the actual carrier unless agreed to by him.

Article IV

Any complaint to be made or order to be given under the Warsaw Convention to the carrier shall have the same effect whether addressed to the contracting carrier or to the actual carrier. Nevertheless, orders referred to in [Article 12](#) of the Warsaw Convention shall only be effective if addressed to the contracting carrier.

Article V

In relation to the carriage performed by the actual carrier, any servant or agent of that carrier or of the contracting carrier shall, if he proves that he acted within the scope of his employment, be entitled to avail himself of the limits of liability which are applicable under this Convention to the carrier whose servant or agent he is unless it is proved that he acted in a manner which, under the Warsaw Convention, prevents the limits of liability from being invoked.

Article VI

In relation to the carriage performed by the actual carrier, the aggregate of the amounts recoverable from that carrier and the contracting carrier, and from their servants and agents acting within the scope of their employment, shall not exceed the highest amount which could be awarded against either the contracting carrier or the actual carrier under this Convention, but none of the persons mentioned shall be liable for a sum in excess of the limit applicable to him.

Article VII

In relation to the carriage performed by the actual carrier, an action for damages may be brought, at the option of the plaintiff, against that carrier or the contracting carrier, or against both together or separately. If the action is brought against only one of those carriers, that carrier shall have the right to require the other carrier to be joined in the proceedings, the procedure and effects being governed by the law of the court seised of the case.

Article VIII

Any action for damages contemplated in [Article VII](#) of this Convention must be brought, at the option of the plaintiff,

either before a court in which an action may be brought against the contracting carrier, as provided in Article 28 of the Warsaw Convention, or before the court having jurisdiction at the place where the actual carrier is ordinarily resident or has his principal place of business.

Article IX

1. Any contractual provision tending to relieve the contracting carrier or the actual carrier of liability under this Convention or to fix a lower limit than that which is applicable according to this Convention shall be null and void, but the nullity of any such provision does not involve the nullity of the whole agreement, which shall remain subject to the provisions of this Convention.

2. In respect of the carriage performed by the actual carrier, the preceding paragraph shall not apply to contractual provisions governing loss or damage resulting from the inherent defect, quality or vice of the cargo carried.

3. Any clause contained in an agreement for carriage and all special agreements entered into before the damage occurred by which the parties purport to infringe the rules laid down by this Convention, whether by deciding the law to be applied, or by altering the rules as to jurisdiction, shall be null and void. Nevertheless, for the carriage of cargo arbitration clauses are allowed, subject to this Convention, if the arbitration is to take place in one of the jurisdictions referred to in [Article VIII](#).

Article X

Except as provided in [Article VII](#), nothing in this Convention shall affect the rights and obligations of the two carriers between themselves.

Article XI

Until the date on which the Convention comes into force in accordance with the provisions of [Article XIII](#), it shall remain open for signature on behalf of any State which at that date is a Member of the United Nations or of any of the Specialized Agencies.

Article XII

1. This Convention shall be subject to ratification by the signatory States.

2. The instruments of ratification shall be deposited with the Government of the United States of Mexico.

Article XIII

1. As soon as five of the signatory States have deposited their instruments of ratification of this Convention, it shall come into force between them on the ninetieth day after the date of the deposit of the fifth instrument of ratification. It shall come into force for each State ratifying thereafter on the ninetieth day after the deposit of its instrument of ratification.

2. As soon as this Convention comes into force, it shall be registered with the United Nations and the

International Civil Aviation Organization by the Government of the United States of Mexico.

Article XIV

1. This Convention shall, after it has come into force, be open for accession by any State Member of the United Nations or of any of the Specialized Agencies.
2. The accession of a State shall be effected by the deposit of an instrument of accession with the Government of the United States of Mexico and shall take effect as from the ninetieth day after the date of such deposit.

Article XV

1. Any Contracting State may denounce this Convention by notification addressed to the Government of the United States of Mexico.
2. Denunciation shall take effect six months after the date of receipt by the Government of the United States of Mexico of the notification of denunciation.

Article XVI

1. Any Contracting State may at the time of its ratification of or accession to this Convention or at any time thereafter declare by notification to the Government of the United States of Mexico that the Convention shall extend to any of the territories for whose international relations it is responsible.
2. The Convention shall, ninety days after the date of the receipt of such notification by the Government of the United States of Mexico, extend to the territories named therein.
3. Any Contracting State may denounce this Convention, in accordance with the provisions of [Article XV](#), separately for any or all of the territories for the international relations of which such State is responsible.

Article XVII

No reservation may be made to this Convention.

Article XVIII

The Government of the United States of Mexico shall give notice to the International Civil Aviation Organization and to all States Members of the United Nations or of any of the Specialized Agencies:

- (a) of any signature of this Convention and the date thereof;
- (b) of the deposit of any instrument of ratification or accession and the date thereof;
- (c) of the date on which this Convention comes into force in accordance with [Article XIII](#), paragraph 1;
- (d) of the receipt of any notification of denunciation and the date thereof.
- (e) of the receipt of any declaration or notification made under [Article XVI](#) and the date thereof.

In Witness Whereof the undersigned Plenipotentiaries, having been duly authorized, have signed this Convention.

Done at Guadalajara on the eighteenth day of September One Thousand Nine Hundred and Sixty-one in three authentic texts drawn up in the English, French and Spanish languages. In case of any inconsistency, the text in the French language, in which language the Warsaw Convention of 12 October 1929 was drawn up, shall prevail. The Government of the United States of Mexico will establish an official translation of the text of the Convention in the Russian language.

This Convention shall be deposited with the Government of the United States of Mexico with which in accordance with [Article XI](#), it shall remain open for signature, and that Government shall send certified copies thereof to the International Civil Aviation Organization and to all States Members of the United Nations or of any Specialized Agency.

End

Additional Protocol No. 4 to Amend Convention for the Unification of Certain Rules Relating to International Carriage By Air Signed At Warsaw on 12 October 1929, As Amended By the Protocol Done at the Hague on 28 September 1955, Signed at Montreal on 25 September 1975

(Additional Protocol No. 4 To The Warsaw Convention)

The Governments Undersigned

Considering that it is desirable to amend the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw on 12 October 1929 as amended by the Protocol done at The Hague on 28 September 1955,

Have Agreed As Follows:

Chapter I—Amendments to the Convention

Article I

The Convention which the provisions of the present Chapter modify is the Warsaw Convention as amended at The Hague in 1955.

Article II

In [Article 2](#) of the Convention-paragraph 2 shall be deleted and replaced by the following:

“2. In the carriage of postal items the carrier shall be liable only to the relevant postal administration in accordance with the rules applicable to the relationship between the carriers and the postal administrations.

3. Except as provided in paragraph 2 of this Article, the provisions of this Convention shall not apply to the carriage of postal items.”

Article III

In Chapter II of the Convention-Section III ([Articles 5 to 16](#)) shall be deleted and replaced by the following:

“Section III.-Documentation relating to cargo

[Article 5](#)

1. In respect of the carriage of cargo an air waybill shall be delivered.

2. Any other means which would preserve a record of the carriage to be performed may, with the consent of the consignor, be substituted for the delivery of an air waybill. If such other means are used, the carrier shall, if so requested by the consignor, deliver to the consignor a receipt for the cargo permitting identification of the

consignment and access to the information contained in the record preserved by such other means.

3. The impossibility of using, at points of transit and destination, the other means which would preserve the record of the carriage referred to in paragraph 2 of this Article does not entitle the carrier to refuse to accept the cargo for carriage.

[Article 6](#)

1. The air waybill shall be made out by the consignor in three original parts.

2. The first part shall be marked “for the carrier”; it shall be signed by the consignor. The second part shall be marked “for the consignee”; it shall be signed by the consignor and by the carrier. The third part shall be signed by the carrier and handed by him to the consignor after the cargo has been accepted.

3. The signature of the carrier and that of the consignor may be printed or stamped.

4. If, at the request of the consignor, the carrier makes out the air waybill, he shall be deemed, subject to proof to the contrary, to have done so on behalf of the consignor.

[Article 7](#)

When there is more than one package:

(a) the carrier of cargo has the right to require the consignor to make out separate air waybills;

(b) the consignor has the right to require the carrier to deliver separate receipts when the other means referred to in paragraph 2 of [Article 5](#) are used.

[Article 8](#)

The air waybill and the receipt for the cargo shall contain:

(a) an indication of the places of departure and destination;

(b) if the places of departure and destination are within the territory of a single High Contracting Party, one or more agreed stopping places being within the territory of another State, an indication of at least one such stopping place; and

(c) an indication of the weight of the consignment.

[Article 9](#)

Non-compliance with the provisions of [Articles 5 to 8](#) shall not affect the existence or the validity of the contract of carriage, which shall, none the less, be subject to the rules of this Convention including those relating to limitation of liability.

[Article 10](#)

1. The consignor is responsible for the correctness of the particulars and statements relating to the cargo inserted by him or on his behalf in the air waybill or furnished by him or on his behalf to the carrier for insertion in the receipt for the cargo or for insertion in the

record preserved by the other means referred to in paragraph 2 of [Article 5](#).

2. The consignor shall indemnify the carrier against all damage suffered by him, or by any other person to whom the carrier is liable, by reason of their regularity, incorrectness or incompleteness of the particulars and statements furnished by the consignor or on his behalf.

3. Subject to the provisions of paragraphs 1 and 2 of this Article, the carrier shall indemnify the consignor against all damage suffered by him, or by any other person to whom the consignor is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements inserted by the carrier or on his behalf in the receipt for the cargo or in the record preserved by the other means referred to in paragraph 2 of [Article 5](#).

Article 11

1. The air waybill or the receipt for the cargo is prima facie evidence of the conclusion of the contract, of the acceptance of the cargo and of the conditions of carriage mentioned therein.

2. Any statements in the air waybill or the receipt for the cargo relating to the weight, dimensions and packing of the cargo, as well as those relating to the number of packages, are prima facie evidence of the facts stated; those relating to the quantity, volume and condition of the cargo do not constitute evidence against the carrier except so far as they both have been, and are stated in the air waybill to have been, checked by him in the presence of the consignor, or relate to the apparent condition of the cargo.

Article 12

1. Subject to his liability to carry out all his obligations under the contract of carriage, the consignor has the right to dispose of the cargo by withdrawing it at the airport of departure or destination, or by stopping it in the course of the journey on any landing, or by calling for it to be delivered at the place of destination or in the course of the journey to a person other than the consignee originally designated, or by requiring it to be returned to the airport of departure. He must not exercise this right of disposition in such a way as to prejudice the carrier or other consignors and he must repay any expenses occasioned by the exercise of this right.

2. If it is impossible to carry out the orders of the consignor the carrier must so inform him forthwith.

3. If the carrier obeys the orders of the consignor for the disposition of the cargo without requiring the production of the part of the airway bill or the receipt for the cargo delivered to the latter, he will be liable, without prejudice to his right of recovery from the consignor, for any damage which may be caused thereby to any person who is lawfully in possession of that part of the air waybill or the receipt for the cargo.

4. The right conferred on the consignor ceases at the moment when that of the consignee begins in accordance with [Article 13](#). Nevertheless, if the consignee declines to

accept the cargo, or if he cannot be communicated with, the consignor resumes his right of disposition.

Article 13

1. Except when the consignor has exercised his right under [Article 12](#), the consignee is entitled, on arrival of the cargo at the place of destination, to require the carrier to deliver the cargo to him, on payment of the charges due and on complying with the conditions of carriage.

2. Unless it is otherwise agreed, it is the duty of the carrier to give notice to the consignee as soon as the cargo arrives.

3. If the carrier admits the loss of the cargo, or if the cargo has not arrived at the expiration of seven days after the date on which it ought to have arrived, the consignee is entitled to enforce against the carrier the rights which flow from the contract of carriage.

Article 14

The consignor and the consignee can respectively enforce all the rights given them by [Articles 12](#) and [13](#), each in his own name, whether he is acting in his own interest or in the interest of another, provided that he carries out the obligations imposed by the contract of carriage.

Article 15

1. [Articles 12](#), [13](#) and [14](#) do not affect either the relations of the consignor and the consignee with each other or the mutual relations of third parties whose rights are derived either from the consignor or from the consignee.

2. The provisions of [Articles 12](#), [13](#) and [14](#) can only be varied by express provision in the air waybill or the receipt for the cargo.

Article 16

1. The consignor must furnish such information and such documents as are necessary to meet the formalities of customs, octroi or police before the cargo can be delivered to the consignee. The consignor is liable to the carrier for any damage occasioned by the absence, insufficiency or irregularity of any such information or documents, unless the damage is due to the fault of the carrier, his servants or agents.

2. The carrier is under no obligation to enquire into the correctness or sufficiency of such information or documents."

Article IV

[Article 18](#) of the Convention shall be deleted and replaced by the following:

"Article 18

1. The carrier is liable for damage sustained in the event of the destruction or loss of, or damage to, any registered baggage, if the occurrence which caused the damage so sustained took place during the carriage by air.

2. The carrier is liable for damage sustained in the event of the destruction or loss of, or damage to, cargo upon condition only that the occurrence which caused the damage so sustained took place during the carriage by air.

3. However, the carrier is not liable if he proves that the destruction, loss of, or damage to, the cargo resulted solely from one or more of the following:

- (a) inherent defect, quality or vice of that cargo;
- (b) defective packing of that cargo performed by a person other than the carrier or his servants or agents;
- (c) an act of war or an armed conflict;
- (d) an act of public authority carried out in connexion with the entry, exit or transit of the cargo.

4. The carriage by air within the meaning of the preceding paragraphs of this Article comprises the period during which the baggage or cargo is in the charge of the carrier, whether in an airport or on board an aircraft, or, in the case of a landing outside an airport, in any place whatsoever.

5. The period of the carriage by air does not extend to any carriage by land, by sea or by river performed outside an airport. If, however, such carriage takes place in the performance of a contract for carriage by air, for the purpose of loading, delivery or transshipment, any damage is presumed, subject to proof to the contrary, to have been the result of an event which took place during the carriage by air.”

Article V

[Article 20](#) of the Convention shall be deleted and replaced by the following:

“Article 20

In the carriage of passengers and baggage, and in the case of damage occasioned by delay in the carriage of cargo, the carrier shall not be liable if he proves that he and his servants and agents have taken all necessary measures to avoid the damage or that it was impossible for them to take such measures.”

Article VI

[Article 21](#) of the Convention shall be deleted and replaced by the following:

“Article 21

1. In the carriage of passengers and baggage, if the carrier proves that the damage was caused by or contributed to by the negligence of the person suffering the damage the Court may, in accordance with the provisions of its own law, exonerate the carrier wholly or partly from his liability.

2. In the carriage of cargo, if the carrier proves that the damage was caused by or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he derives his rights, the carrier shall be wholly or partly exonerated from his liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.”

Article VII

In [Article 22](#) of the Convention:-

(a) in paragraph 2 (a) the words “and of cargo” shall be deleted.

(b) after paragraph 2 (a) the following paragraph shall be inserted:-

“(b) in the carriage of cargo, the liability of the carrier is limited to a sum of 17 Special Drawing Rights per kilogramme, unless the consignor has made, at the time when the package was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless he proves that the sum is greater than the consignor’s actual interest in delivery at destination.”

(c) paragraph 2 (b) shall be designated as paragraph 2 (c).

(d) after paragraph 5 the following paragraph shall be inserted:-

“6. The sums mentioned in terms of the Special Drawing Right in this Article shall be deemed to refer to the Special Drawing Right as defined by the International Monetary Fund. Conversion of the sums into national currencies shall, in case of judicial proceedings, be made according to the value of such currencies in terms of the Special Drawing Right at the date of the judgment. The value of a national currency, in terms of the Special Drawing Right, of a High Contracting Party which is a Member of the International Monetary Fund, shall be calculated in accordance with the method of valuation applied by the International Monetary Fund, in effect at the date of the judgment, for its operations and transactions. The value of a national currency, in terms of the Special Drawing Right, of a High Contracting Party which is not a Member of the International Monetary Fund, shall be calculated in a manner determined by that High Contracting Party. Nevertheless, those States which are not Members of the International Monetary Fund and whose law does not permit the application of the provisions of paragraph 2 (b) of [Article 22](#) may, at the time of ratification or accession or at any time thereafter, declare that the limit of liability of the carrier in judicial proceedings in their territories is fixed at a sum of two hundred and fifty monetary units per kilogramme. This monetary unit corresponds to sixty-five and a half milligrammes of gold of millesimal fineness nine hundred. This sum may be converted into the national currency concerned in round figures. The conversion of this sum into the national currency shall be made according to the law of the State concerned.”

Article VIII

Article 24 of the Convention shall be deleted and replaced by the following:

“Article 24

1. In the carriage of passengers and baggage, any action for damages, however founded, can only be brought subject to the conditions and limits set out in this Convention, without prejudice to the question as to who are the persons who have the right to bring suit and what are their respective rights.

2. In the carriage of cargo, any action for damages, however founded, whether under this Convention or in contract or in tort or otherwise, can only be brought subject to the conditions and limits of liability set out in this Convention without prejudice to the question as to who are the persons who have the right to bring suit and what are their respective rights. Such limits of liability constitute maximum limits and may not be exceeded whatever the circumstances which gave rise to the liability.”

Article IX

Article 25 of the Convention shall be deleted and replaced by the following:

“Article 25

In the carriage of passengers and baggage, the limits of liability specified in Article 22 shall not apply if it is proved that the damage resulted from an act or omission of the carrier, his servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that, in the case of such act or omission of a servant or agent, it is also proved that he was acting within the scope of his employment.”

Article X

In Article 25 A of the Convention-paragraph 3 shall be deleted and replaced by the following:

“3. In the carriage of passengers and baggage, the provisions of paragraphs 1 and 2 of this Article shall not apply if it is proved that the damage resulted from an act or omission of the servant or agent done with intent to cause damage or recklessly and with knowledge that damage would probably result.”

Article XI

After Article 30 of the Convention, the following Article shall be inserted:-

“Article 30 A

Nothing in this Convention shall prejudice the question whether a person liable for damage in accordance with its provisions has a right of recourse against any other person.”

Article XII

Article 33 of the Convention shall be deleted and replaced by the following:

“Article 33

Except as provided in paragraph 3 of Article 5, nothing in this Convention shall prevent the carrier either from refusing to enter into any contract of carriage or from making regulations which do not conflict with the provisions of this Convention.”

Article XIII

Article 34 of the Convention shall be deleted and replaced by the following:

“Article 34

The provisions of Articles 3 to 8 inclusive relating to documents of carriage shall not apply in the case of carriage performed in extraordinary circumstances outside the normal scope of an air carrier's business.”

Chapter II—Scope of Application of the Convention as Amended

Article XIV

The Warsaw Convention as amended at The Hague in 1955 and by this Protocol shall apply to international carriage as defined in Article 1 of the Convention, provided that the places of departure and destination referred to in that Article are situated either in the territories of two Parties to this Protocol or within the territory of a single Party to this Protocol with an agreed stopping place in the territory of another State.

Chapter III—Final Clauses

Article XV

As between the Parties to this Protocol, the Warsaw Convention as amended at The Hague in 1955 and this Protocol shall be read and interpreted together as one single instrument and shall be known as the Warsaw Convention as amended at The Hague, 1955, and by Protocol No. 4 of Montreal, 1975.

Article XVI

Until the date on which this Protocol comes into force in accordance with the provisions of Article XVIII, it shall remain open for signature by any State.

Article XVII

1. This Protocol shall be subject to ratification by the signatory States.

2. Ratification of this Protocol by any State which is not a Party to the Warsaw Convention or by any State which is not a Party to the Warsaw Convention as amended at The Hague, 1955, shall have the effect of accession to

the Warsaw Convention as amended at The Hague, 1955, and by Protocol No. 4 of Montreal, 1975.

3. The instruments of ratification shall be deposited with the Government of the Polish People's Republic.

Article XVIII

1. As soon as thirty signatory States have deposited their instruments of ratification of this Protocol, it shall come into force between them on the ninetieth day after the deposit of the thirtieth instrument of ratification. It shall come into force for each State ratifying thereafter on the ninetieth day after the deposit of its instrument of ratification.

2. As soon as this Protocol comes into force it shall be registered with the United Nations by the Government of the Polish People's Republic.

Article XIX

1. This Protocol, after it has come into force, shall be open for accession by any non-signatory State.

2. Accession to this Protocol by any State which is not a Party to the Warsaw Convention or by any State which is not a Party to the Warsaw Convention as amended at The Hague, 1955, shall have the effect of accession to the Warsaw Convention as amended at The Hague, 1955, and by Protocol No. 4 of Montreal, 1975.

3. Accession shall be effected by the deposit of an instrument of accession with the Government of the Polish People's Republic and shall take effect on the ninetieth day after the deposit.

Article XX

1. Any Party to this Protocol may denounce the Protocol by notification addressed to the Government of the Polish People's Republic.

2. Denunciation shall take effect six months after the date of receipt by the Government of the Polish People's Republic of the notification of denunciation.

3. As between the Parties to this Protocol, denunciation by any of them of the Warsaw Convention in accordance with Article 39 thereof or of The Hague Protocol in accordance with [Article XXIV](#) thereof shall not be construed in any way as a denunciation of the Warsaw Convention as amended at The Hague, 1955, and by Protocol No. 4 of Montreal, 1975.

Article XXI

1. Only the following reservations may be made to this Protocol:-

(a) a State may at any time declare by a notification addressed to the Government of the Polish People's Republic that the Warsaw Convention as amended at The Hague, 1955, and by Protocol No. 4 of Montreal, 1975, shall not apply to the carriage of persons, baggage and cargo for its military authorities on aircraft, registered in

that State, the whole capacity of which has been reserved by or on behalf of such authorities; and

(b) any State may declare at the time of ratification or accession to the Additional Protocol No. 3 of Montreal, 1975, or at any time thereafter, that it is not bound by the provisions of the Warsaw Convention as amended at The Hague, 1955, and by Protocol No. 4 of Montreal, 1975, in so far as they relate to the carriage of passengers and baggage. Such declaration shall have effect ninety days after the date of receipt of the declaration by the Government of the Polish People's Republic.

2. Any State having made a reservation in accordance with the preceding paragraph may at any time withdraw such reservation by notification to the Government of the Polish People's Republic.

Article XXII

The Government of the Polish People's Republic shall promptly inform all States Parties to the Warsaw Convention or to that Convention as amended, all signatory or acceding States to the present Protocol, as well as the International Civil Aviation Organization, of the date of each signature, the date of deposit of each instrument of ratification or accession, the date of coming into force of this Protocol, and other relevant information.

Article XXIII

As between the Parties to this Protocol which are also Parties to the Convention, Supplementary to the Warsaw Convention, for the Unification of Certain Rules Relating to International Carriage by Air Performed by a Person Other than the Contracting Carrier, signed at Guadalajara on 18 September 1961 (hereinafter referred to as the "Guadalajara Convention") any reference to the "Warsaw Convention" contained in the Guadalajara Convention shall include reference to the Warsaw Convention as amended at The Hague, 1955, and by Protocol No. 4 of Montreal, 1975, in cases where the carriage under the agreement referred to in [Article 1](#), paragraph (b) of the Guadalajara Convention is governed by this Protocol.

Article XXIV

If two or more States are Parties both to this Protocol and to the Guatemala City Protocol, 1971, or to the Additional Protocol No. 3 of Montreal, 1975, the following rules shall apply between them:

(a) the provisions resulting from the system established by this Protocol, concerning cargo and postal items, shall prevail over the provisions resulting from the system established by the Guatemala City Protocol, 1971, or by the Additional Protocol No. 3 of Montreal, 1975;

(b) the provisions resulting from the system established by the Guatemala City Protocol, 1971, or by the Additional Protocol No. 3 of Montreal, 1975, concerning passengers and baggage, shall prevail over the provisions resulting from the system established by this Protocol.

Article XXV

This Protocol shall remain open for signature until 1 January 1976 at the Headquarters of the International Civil Aviation Organization and thereafter until it comes into force in accordance with Article XVIII at the Ministry for Foreign Affairs of the Polish People's Republic. The International Civil Aviation Organization shall promptly inform the Government of the Polish People's Republic of any signature and the date thereof during the time that the Protocol shall be open for signature at the Headquarters of the International Civil Aviation Organization.

In Witness Whereof the undersigned Plenipotentiaries, having been duly authorized, have signed this Protocol.

Done at Montreal on the twenty-fifth day of September of the year One Thousand Nine Hundred and Seventy-five in four authentic texts in the English, French, Russian and Spanish languages. In the case of any inconsistency, the text in the French language, in which language the Warsaw Convention of 12 October 1929 was drawn up, shall prevail.

End

Convention for the Unification of Certain Rules for International Carriage by Air (Montreal, 28 May 1999)

(Montreal Convention 1999)

The States Parties To This Convention

Recognizing the significant contribution of the Convention for the Unification of Certain Rules relating to International Carriage by Air signed in Warsaw on 12 October 1929, hereinafter referred to as the "Warsaw Convention", and other related instruments to the harmonization of private international air law;

Recognizing the need to modernize and consolidate the Warsaw Convention and related instruments;

Recognizing the importance of ensuring protection of the interests of consumers in international carriage by air and the need for equitable compensation based on the principle of restitution;

Reaffirming the desirability of an orderly development of international air transport operations and the smooth flow of passengers, baggage and cargo in accordance with the principles and objectives of the Convention on International Civil Aviation, done at Chicago on 7 December 1944;

Convinced that collective State action for further harmonization and codification of certain rules governing international carriage by air through a new Convention is the most adequate means of achieving an equitable balance of interests;

Have Agreed As Follows:

Chapter I—General Provisions

Article 1—Scope of application

1. This Convention applies to all international carriage of persons, baggage or cargo performed by aircraft for reward. It applies equally to gratuitous carriage by aircraft performed by an air transport undertaking.

2. For the purposes of this Convention, the expression "international carriage" means any carriage in which, according to the agreement between the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the territories of two States Parties, or within the territory of a single State Party if there is an agreed stopping place within the territory of another State, even if that State is not a State Party. Carriage between two points within the territory of a single State Party without an agreed stopping place within the territory of another State is not international carriage for the purposes of this Convention.

3. Carriage to be performed by several successive carriers is deemed, for the purposes of this Convention, to be one undivided carriage if it has been regarded by the parties as a single operation, whether it had been

agreed upon under the form of a single contract or of a series of contracts, and it does not lose its international character merely because one contract or a series of contracts is to be performed entirely within the territory of the same State.

4. This Convention applies also to carriage as set out in [Chapter V](#), subject to the terms contained therein.

Article 2—Carriage performed by State and carriage of postal items

1. This Convention applies to carriage performed by the State or by legally constituted public bodies provided it falls within the conditions laid down in [Article 1](#).

2. In the carriage of postal items, the carrier shall be liable only to the relevant postal administration in accordance with the rules applicable to the relationship between the carriers and the postal administrations.

3. Except as provided in paragraph 2 of this Article, the provisions of this Convention shall not apply to the carriage of postal items.

Chapter II—Documentation and Duties of the Parties Relating to the Carriage of Passengers, Baggage and Cargo

Article 3—Passengers and baggage

1. In respect of carriage of passengers, an individual or collective document of carriage shall be delivered containing:

(a) an indication of the places of departure and destination;

(b) if the places of departure and destination are within the territory of a single State Party, one or more agreed stopping places being within the territory of another State, an indication of at least one such stopping place.

2. Any other means which preserves the information indicated in paragraph 1 may be substituted for the delivery of the document referred to in that paragraph. If any such other means is used, the carrier shall offer to deliver to the passenger a written statement of the information so preserved.

3. The carrier shall deliver to the passenger a baggage identification tag for each piece of checked baggage.

4. The passenger shall be given written notice to the effect that where this Convention is applicable it governs and may limit the liability of carriers in respect of death or injury and for destruction or loss of, or damage to, baggage, and for delay.

5. Non-compliance with the provisions of the foregoing paragraphs shall not affect the existence or the validity of the contract of carriage, which shall, none the less, be subject to the rules of this Convention including those relating to limitation of liability.

Article 4—Cargo

1. In respect of the carriage of cargo, an air waybill shall be delivered.

2. Any other means which preserves a record of the carriage to be performed may be substituted for the delivery of an air waybill. If such other means are used, the carrier shall, if so requested by the consignor, deliver to the consignor a cargo receipt permitting identification of the consignment and access to the information contained in the record preserved by such other means.

Article 5—Contents of air waybill or cargo receipt

The air waybill or the cargo receipt shall include:

(a) an indication of the places of departure and destination;

(b) if the places of departure and destination are within the territory of a single State Party, one or more agreed stopping places being within the territory of another State, an indication of at least one such stopping place; and

(c) an indication of the weight of the consignment.

Article 6—Document relating to the nature of the cargo

The consignor may be required, if necessary, to meet the formalities of customs, police and similar public authorities to deliver a document indicating the nature of the cargo. This provision creates for the carrier no duty, obligation or liability resulting therefrom.

Article 7—Description of air waybill

1. The air waybill shall be made out by the consignor in three original parts.

2. The first part shall be marked “for the carrier”; it shall be signed by the consignor. The second part shall be marked “for the consignee”; it shall be signed by the consignor and by the carrier. The third part shall be signed by the carrier who shall hand it to the consignor after the cargo has been accepted.

3. The signature of the carrier and that of the consignor may be printed or stamped.

4. If, at the request of the consignor, the carrier makes out the air waybill, the carrier shall be deemed, subject to proof to the contrary, to have done so on behalf of the consignor.

Article 8—Documentation for multiple packages

When there is more than one package:

(a) the carrier of cargo has the right to require the consignor to make out separate air waybills;

(b) the consignor has the right to require the carrier to deliver separate cargo receipts when the other means referred to in paragraph 2 of [Article 4](#) are used.

Article 9—Non-compliance with documentary requirements

Non-compliance with the provisions of [Articles 4](#) to [8](#) shall not affect the existence or the validity of the contract of carriage, which shall, nonetheless, be subject to the rules of this Convention including those relating to limitation of liability.

Article 10—Responsibility for particulars of documentation

1. The consignor is responsible for the correctness of the particulars and statements relating to the cargo inserted by it or on its behalf in the air waybill or furnished by it or on its behalf to the carrier for insertion in the cargo receipt or for insertion in the record preserved by the other means referred to in paragraph 2 of [Article 4](#). The foregoing shall also apply where the person acting on behalf of the consignor is also the agent of the carrier.

2. The consignor shall indemnify the carrier against all damage suffered by it, or by any other person to whom the carrier is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements furnished by the consignor or on its behalf.

3. Subject to the provisions of paragraphs 1 and 2 of this Article, the carrier shall indemnify the consignor against all damage suffered by it, or by any other person to whom the consignor is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements inserted by the carrier or on its behalf in the cargo receipt or in the record preserved by the other means referred to in paragraph 2 of [Article 4](#).

Article 11—Evidentiary value of documentation

1. The air waybill or the cargo receipt is prima facie evidence of the conclusion of the contract, of the acceptance of the cargo and of the conditions of carriage mentioned therein.

2. Any statements in the air waybill or the cargo receipt relating to the weight, dimensions and packing of the cargo, as well as those relating to the number of packages, are prima facie evidence of the facts stated; those relating to the quantity, volume and condition of the cargo do not constitute evidence against the carrier except so far as they both have been, and are stated in the air waybill or the cargo receipt to have been, checked by it in the presence of the consignor, or relate to the apparent condition of the cargo.

Article 12—Right of disposition of cargo

1. Subject to its liability to carry out all its obligations under the contract of carriage, the consignor has the right to dispose of the cargo by withdrawing it at the airport of departure or destination, or by stopping it in the course of the journey on any landing, or by calling for it to be

delivered at the place of destination or in the course of the journey to a person other than the consignee originally designated, or by requiring it to be returned to the airport of departure. The consignor must not exercise this right of disposition in such a way as to prejudice the carrier or other consignors and must reimburse any expenses occasioned by the exercise of this right.

2. If it is impossible to carry out the instructions of the consignor or, the carrier must so inform the consignor forthwith.

3. If the carrier carries out the instructions of the consignor for the disposition of the cargo without requiring the production of the part of the airway bill or the cargo receipt delivered to the latter, the carrier will be liable, without prejudice to its right of recovery from the consignor, for any damage which may be caused thereby to any person who is lawfully in possession of that part of the air waybill or the cargo receipt.

4. The right conferred on the consignor ceases at the moment when that of the consignee begins in accordance with [Article 13](#). Nevertheless, if the consignee declines to accept the cargo, or cannot be communicated with, the consignor resumes its right of disposition.

Article 13—Delivery of the cargo

1. Except when the consignor has exercised its right under [Article 12](#), the consignee is entitled, on arrival of the cargo at the place of destination, to require the carrier to deliver the cargo to it, on payment of the charges due and on complying with the conditions of carriage.

2. Unless it is otherwise agreed, it is the duty of the carrier to give notice to the consignee as soon as the cargo arrives.

3. If the carrier admits the loss of the cargo, or if the cargo has not arrived at the expiration of seven days after the date on which it ought to have arrived, the consignee is entitled to enforce against the carrier the rights which flow from the contract of carriage.

Article 14—Enforcement of the rights of consignor and consignee

The consignor and the consignee can respectively enforce all the rights given to them by [Articles 12](#) and [13](#), each in its own name, whether it is acting in its own interest or in the interest of another, provided that it carries out the obligations imposed by the contract of carriage.

Article 15—Relations of consignor and consignee or mutual relations of third parties

1. [Articles 12](#), [13](#) and [14](#) do not affect either the relations of the consignor and the consignee with each other or the mutual relations of third parties whose rights are derived either from the consignor or from the consignee.

2. The provisions of [Articles 12](#), [13](#) and [14](#) can only be varied by express provision in the air waybill or the cargo receipt.

Article 16—Formalities of customs, police or other public authorities

1. The consignor must furnish such information and such documents as are necessary to meet the formalities of customs, police and any other public authorities before the cargo can be delivered to the consignee. The consignor is liable to the carrier for any damage occasioned by the absence, insufficiency or irregularity of any such information or documents, unless the damage is due to the fault of the carrier, its servants or agents.
2. The carrier is under no obligation to enquire into the correctness or sufficiency of such information or documents.

Chapter III—Liability of the Carrier and Extent of Compensation for Damage

Article 17—Death and injury of passengers—damage to baggage

1. The carrier is liable for damage sustained in case of death or bodily injury of a passenger upon condition only that the accident which caused the death or injury took place on board the aircraft or in the course of any of the operations of embarking or disembarking.
2. The carrier liable for damage sustained in case of destruction or loss of, or of damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the carrier. However, the carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. In the case of unchecked baggage, including personal items, the carrier is liable if the damage resulted from its fault or that of its servants or agents.
3. If the carrier admits the loss of the checked baggage, or if the checked baggage has not arrived at the expiration of twenty-one days after the date on which it ought to have arrived, the passenger is entitled to enforce against the carrier the rights which flow from the contract of carriage.
4. Unless otherwise specified, in this Convention the term “baggage” means both checked baggage and unchecked baggage.

Article 18—Damage to cargo

1. The carrier is liable for damage sustained in the event of the destruction or loss of or damage to, cargo upon condition only that the event which caused the damage so sustained took place during the carriage by air.
2. However, the carrier is not liable if and to the extent it proves that the destruction, or loss of, or damage to, the cargo resulted from one or more of the following:
 - (a) inherent defect, quality or vice of that cargo;
 - (b) defective packing of that cargo performed by a person other than the carrier or its servants or agents;

- (c) an act of war or an armed conflict;
 - (d) an act of public authority carried out in connection with the entry, exit or transit of the cargo.
3. The carriage by air within the meaning of paragraph 1 of this Article comprises the period during which the cargo is in the charge of the carrier.
 4. The period of the carriage by air does not extend to any carriage by land, by sea or by inland waterway performed outside an airport. If, however, such carriage takes place in the performance of a contract for carriage by air, for the purpose of loading, delivery or transshipment, any damage is presumed, subject to proof to the contrary, to have been the result of an event which took place during the carriage by air. If a carrier, without the consent of the consignor, substitutes carriage by another mode of transport for the whole or part of a carriage intended by the agreement between the parties to be carriage by air, such carriage by another mode of transport is deemed to be within the period of carriage by air.

Article 19—Delay

The carrier is liable for damage occasioned by delay in the carriage by air of passengers, baggage or cargo. Nevertheless, the carrier shall not be liable for damage occasioned by delay if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.

Article 20—Exoneration

If the carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, the carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage. When by reason of death or injury of a passenger compensation is claimed by a person other than the passenger, the carrier shall likewise be wholly or partly exonerated from its liability to the extent that it proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of that passenger. This Article applies to all the liability provisions in this Convention, including paragraph 1 of [Article 21](#).

Article 21—Compensation in case of death or injury of passengers

1. For damages arising under paragraph 1 of [Article 17](#) not exceeding 100,000 Special Drawing Rights for each passenger, the carrier shall not be able to exclude or limit its liability.
2. The carrier shall not be liable for damages arising under paragraph 1 of [Article 17](#) to the extent that they exceed for each passenger 100,000 Special Drawing Rights if the carrier proves that:

(a) such damage was not due to the negligence or other wrongful act or omission of the carrier or its servants or agents; or

(b) such damage was solely due to the negligence or other wrongful act or omission of a third party.

Article 22—Limits of liability in relation to delay, baggage and cargo

1. In the case of damage caused by delay as specified in [Article 19](#) in the carriage of persons, the liability of the carrier for each passenger is limited to 4,150 Special Drawing Rights.

2. In the carriage of baggage, the liability of the carrier in the case of destruction, loss, damage or delay is limited to 1,000 Special Drawing Rights for each passenger unless the passenger has made, at the time when the checked baggage was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the passenger's actual interest in delivery at destination.

3. In the carriage of cargo, the liability of the carrier in the case of destruction, loss, damage or delay is limited to a sum of 17 Special Drawing Rights per kilogram, unless the consignor has made, at the time when the package was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the consignor's actual interest in delivery at destination.

4. In the case of destruction, loss, damage or delay of part of the cargo, or of any object contained therein, the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall be only the total weight of the package or packages concerned. Nevertheless, when the destruction, loss, damage or delay of a part of the cargo, or of an object contained therein, affects the value of other packages covered by the same air waybill, or the same receipt or, if they were not issued, by the same record preserved by the other means referred to in paragraph 2 of [Article 4](#), the total weight of such package or packages shall also be taken into consideration in determining the limit of liability.

5. The foregoing provisions of paragraphs 1 and 2 of this Article shall not apply if it is proved that the damage resulted from an act or omission of the carrier, its servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that, in the case of such act or omission of a servant or agent, it is also proved that such servant or agent was acting within the scope of its employment.

6. The limits prescribed in [Article 21](#) and in this Article shall not prevent the court from awarding, in accordance with its own law, in addition, the whole or part of the court

costs and of the other expenses of the litigation incurred by the plaintiff, including interest. The foregoing provision shall not apply if the amount of the damages awarded, excluding court costs and other expenses of the litigation, does not exceed the sum which the carrier has offered in writing to the plaintiff within a period of six months from the date of the occurrence causing the damage, or before the commencement of the action, if that is later.

Article 23—Conversion of monetary units

1. The sums mentioned in terms of Special Drawing Right in this Convention shall be deemed to refer to the Special Drawing Right as defined by the International Monetary Fund. Conversion of the sums into national currencies shall, in case of judicial proceedings, be made according to the value of such currencies in terms of the Special Drawing Right at the date of the judgement. The value of a national currency, in terms of the Special Drawing Right, of a State Party which is a Member of the International Monetary Fund, shall be calculated in accordance with the method of valuation applied by the International Monetary Fund, in effect at the date of the judgement, for its operations and transactions. The value of a national currency, in terms of the Special Drawing Right, of a State Party which is not a Member of the International Monetary Fund, shall be calculated in a manner determined by that State.

2. Nevertheless, those States which are not Members of the International Monetary Fund and whose law does not permit the application of the provisions of paragraph 1 of this Article may, at the time of ratification or accession or at any time thereafter, declare that the limit of liability of the carrier prescribed in [Article 21](#) is fixed at a sum of 1,500,000 monetary units per passenger in judicial proceedings in their territories; 62,500 monetary units per passenger with respect to paragraph 1 of [Article 22](#); 15,000 monetary units per passenger with respect to paragraph 2 of [Article 22](#); and 250 monetary units per kilogram with respect to paragraph 3 of [Article 22](#). This monetary unit corresponds to sixty-five and a half milligrams of gold of millesimal fineness nine hundred. These sums may be converted into the national currency concerned in round figures. The conversion of these sums into national currency shall be made according to the law of the State concerned.

3. The calculation mentioned in the last sentence of paragraph 1 of this Article and the conversion method mentioned in paragraph 2 of this Article shall be made in such manner as to express in the national currency of the State Party as far as possible the same real value for the amounts in [Articles 21](#) and [22](#) as would result from the application of the first three sentences of paragraph 1 of this Article. States Parties shall communicate to the depositary the manner of calculation pursuant to paragraph 1 of this Article, or the result of the conversion in paragraph 2 of this Article as the case may be, when depositing an instrument of ratification, acceptance, approval of or accession to this Convention and whenever there is a change in either.

Article 24—Review of limits

1. Without prejudice to the provisions of [Article 25](#) of this Convention and subject to paragraph 2 below, the limits of liability prescribed in [Articles 21](#), [22](#) and [23](#) shall be reviewed by the Depositary at five-year intervals, the first such review to take place at the end of the fifth year following the date of entry into force of this Convention, or if the Convention does not enter into force within five years of the date it is first open for signature, within the first year of its entry into force, by reference to an inflation factor which corresponds to the accumulated rate of inflation since the previous revision or in the first instance since the date of entry into force of the Convention. The measure of the rate of inflation to be used in determining the inflation factor shall be the weighted average of the annual rates of increase or decrease in the Consumer Price Indices of the States whose currencies comprise the Special Drawing Right mentioned in paragraph 1 of [Article 23](#).

2. If the review referred to in the preceding paragraph concludes that the inflation factor has exceeded 10 percent, the Depositary shall notify States Parties of a revision of the limits of liability. Any such revisions shall become effective six months after its notification to the States Parties. If within three months after its notification to the States Parties a majority of the States Parties register their disapproval, the revision shall not become effective and the Depositary shall refer the matter to a meeting of the States Parties. The Depositary shall immediately notify all States Parties of the coming into force of any revision.

3. Notwithstanding paragraph 1 of this Article, the procedure referred to in paragraph 2 of this Article shall be applied at any time provided that one-third of the States Parties express a desire to that effect and upon condition that the inflation factor referred to in paragraph 1 has exceeded 30 percent since the previous revision or since the date of entry into force of this Convention if there has been no previous revision. Subsequent reviews using the procedure described in paragraph 1 of this Article will take place at five year intervals starting at the end of the fifth year following the date of the reviews under the present paragraph.

Article 25—Stipulation on limits

A carrier may stipulate that the contract of carriage shall be subject to higher limits of liability than those provided for in this Convention or to no limits of liability whatsoever.

Article 26—Invalidity of contractual provisions

Any provision tending to relieve the carrier of liability or to fix a lower limit than that which is laid down in this Convention shall be null and void, but the nullity of any such provision does not involve the nullity of the whole contract, which shall remain subject to the provisions of this Convention.

Article 27—Freedom to contract

Nothing contained in this Convention shall prevent the carrier from refusing to enter into any contract of carriage, from waiving any defences available under the Convention, or from laying down conditions which do not conflict with the provisions of this Convention.

Article 28—Advance payments

In the case of aircraft accidents resulting in death or injury of passengers, the carrier shall, if required by its national law, make advance payments without delay to a natural person or persons who are entitled to claim compensation in order to meet the immediate economic needs of such persons. Such advance payments shall not constitute a recognition of liability and may be offset against any amounts subsequently paid as damages by the carrier.

Article 29—Basis of claims

In the carriage of passengers, baggage and cargo, any action for damages, however founded, whether under this Convention or in contract or in tort or otherwise, can only be brought subject to the conditions and such limits of liability as are set out in this Convention without prejudice to the question as to who are the persons who have the right to bring suit and what are their respective rights. In any such action, punitive, exemplary or any other non-compensatory damages shall not be recoverable.

Article 30—Servants, agents—aggregation of claims

1. If an action is brought against a servant or agent of the carrier arising out of damage to which the Convention relates, such servant or agent, if they prove that they acted within the scope of their employment, shall be entitled to avail themselves of the conditions and limits of liability which the carrier itself is entitled to invoke under this Convention.

2. The aggregate of the amounts recoverable from the carrier, its servants and agents, in that case, shall not exceed the said limits.

3. Save in respect of the carriage of cargo, the provisions of paragraphs 1 and 2 of this Article shall not apply if it is proved that the damage resulted from an act or omission of the servant or agent done with intent to cause damage or recklessly and with knowledge that damage would probably result.

Article 31—Timely notice of complaints

1. Receipt by the person entitled to delivery of checked baggage or cargo without complaint is prima facie evidence that the same has been delivered in good condition and in accordance with the document of carriage or with the record preserved by the other means referred to in paragraph 2 of [Article 3](#) and paragraph 2 of [Article 4](#).

2. In the case of damage, the person entitled to delivery must complain to the carrier forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipt in the case of checked baggage and

fourteen days from the date of receipt in the case of cargo. In the case of delay, the complaint must be made at the latest within twenty-one days from the date on which the baggage or cargo have been placed at his or her disposal.

3. Every complaint must be made in writing and given or dispatched within the times aforesaid.

4. If no complaint is made within the times aforesaid, no action shall lie against the carrier, save in the case of fraud on its part.

Article 32—Death of person liable

In the case of the death of the person liable, an action for damages lies in accordance with the terms of this Convention against those legally representing his or her estate.

Article 33—Jurisdiction

1. An action for damages must be brought, at the option of the plaintiff, in the territory of one of the States Parties, either before the court of the domicile of the carrier or of its principal place of business, or where it has a place of business through which the contract has been made or before the court at the place of destination.

2. In respect of damage resulting from the death or injury of a passenger, an action may be brought before one of the courts mentioned in paragraph 1 of this Article, or in the territory of a State Party in which at the time of the accident the passenger has his or her principal and permanent residence and to or from which the carrier operates services for the carriage of passengers by air, either on its own aircraft or on another carrier's aircraft pursuant to a commercial agreement, and in which that carrier conducts its business of carriage of passengers by air from premises leased or owned by the carrier itself or by another carrier with which it has a commercial agreement.

3. For the purposes of paragraph 2,

(a) “commercial agreement” means an agreement, other than an agency agreement, made between carriers and relating to the provision of their joint services for carriage of passengers by air;

(b) “principal and permanent residence” means the one fixed and permanent abode of the passenger at the time of the accident. The nationality of the passenger shall not be the determining factor in this regard.

4. Questions of procedure shall be governed by the law of the court seized of the case.

Article 34—Arbitration

1. Subject to the provisions of this Article, the parties to the contract of carriage for cargo may stipulate that any dispute relating to the liability of the carrier under this Convention shall be settled by arbitration. Such agreement shall be in writing.

2. The arbitration proceedings shall, at the option of the claimant, take place within one of the jurisdictions referred to in [Article 33](#).

3. The arbitrator or arbitration tribunal shall apply the provisions of this Convention.

4. The provisions of paragraphs 2 and 3 of this Article shall be deemed to be part of every arbitration clause or agreement, and any term of such clause or agreement which is inconsistent therewith shall be null and void.

Article 35—Limitation of actions

1. The right to damages shall be extinguished if an action is not brought within a period of two years, reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

2. The method of calculating that period shall be determined by the law of the court seized of the case.

Article 36—Successive carriage

1. In the case of carriage to be performed by various successive carriers and falling within the definition set out in paragraph 3 of [Article 1](#), each carrier which accepts passengers, baggage or cargo is subject to the rules set out in this Convention and is deemed to be one of the parties to the contract of carriage in so far as the contract deals with that part of the carriage which is performed under its supervision.

2. In the case of carriage of this nature, the passenger or any person entitled to compensation in respect of him or her can take action only against the carrier which performed the carriage during which the accident or the delay occurred, save in the case where, by express agreement, the first carrier has assumed liability for the whole journey.

3. As regards baggage or cargo, the passenger or consignor will have a right of action against the first carrier, and the passenger or consignee who is entitled to delivery will have a right of action against the last carrier, and further, each may take action against the carrier which performed the carriage during which the destruction, loss, damage or delay took place. These carriers will be jointly and severally liable to the passenger or to the consignor or consignee.

Article 37—Right of recourse against third parties

Nothing in this Convention shall prejudice the question whether a person liable for damage in accordance with its provisions has a right of recourse against any other person.

Chapter IV—Combined Carriage

Article 38—Combined carriage

1. In the case of combined carriage performed partly by air and partly by any other mode of carriage, the

provisions of this Convention shall, subject to paragraph 4 of [Article 18](#), apply only to the carriage by air, provided that the carriage by air falls within the terms of [Article 1](#).

2. Nothing in this Convention shall prevent the parties in the case of combined carriage from inserting in the document of air carriage conditions relating to other modes of carriage, provided that the provisions of this Convention are observed as regards the carriage by air.

Chapter V—Carriage by Air Performed by a Person other than the Contracting Carrier

Article 39—Contracting carrier—actual carrier

The provisions of this Chapter apply when a person (hereinafter referred to as “the contracting carrier”) as a principal makes a contract of carriage governed by this Convention with a passenger or consignor or with a person acting on behalf of the passenger or consignor, and another person (hereinafter referred to as “the actual carrier”) performs, by virtue of authority from the contracting carrier, the whole or part of the carriage, but is not with respect to such part a successive carrier within the meaning of this Convention. Such authority shall be presumed in the absence of proof to the contrary.

Article 40—Respective liability of contracting and actual carriers

If an actual carrier performs the whole or part of carriage which, according to the contract referred to in [Article 39](#), is governed by this Convention, both the contracting carrier and the actual carrier shall, except as otherwise provided in this Chapter, be subject to the rules of this Convention, the former for the whole of the carriage contemplated in the contract, the latter solely for the carriage which it performs.

Article 41—Mutual liability

1. The acts and omissions of the actual carrier and of its servants and agents acting within the scope of their employment shall, in relation to the carriage performed by the actual carrier, be deemed to be also those of the contracting carrier.

2. The acts and omissions of the contracting carrier and of its servants and agents acting within the scope of their employment shall, in relation to the carriage performed by the actual carrier, be deemed to be also those of the actual carrier. Nevertheless, no such act or omission shall subject the actual carrier to liability exceeding the amounts referred to in [Articles 21, 22, 23 and 24](#). Any special agreement under which the contracting carrier assumes obligations not imposed by this Convention or any waiver of rights or defences conferred by this Convention or any special declaration of interest in delivery at destination contemplated in [Article 22](#) shall not affect the actual carrier unless agreed to by it.

Article 42—Addressee of complaints and instructions

Any complaint to be made or instruction to be given under this Convention to the carrier shall have the same effect whether addressed to the contracting carrier or to the actual carrier. Nevertheless, instructions referred to in [Article 12](#) shall only be effective if addressed to the contracting carrier.

Article 43—Servants and agents

In relation to the carriage performed by the actual carrier, any servant or agent of that carrier or of the contracting carrier shall, if they prove that they acted within the scope of their employment, be entitled to avail themselves of the conditions and limits of liability which are applicable under this Convention to the carrier whose servant or agent they are, unless it is proved that they acted in a manner that prevents the limits of liability from being invoked in accordance with this Convention.

Article 44—Aggregation of damages

In relation to the carriage performed by the actual carrier, the aggregate of the amounts recoverable from that carrier and the contracting carrier, and from their servants and agents acting within the scope of their employment, shall not exceed the highest amount which could be awarded against either the contracting carrier or the actual carrier under this Convention, but none of the persons mentioned shall be liable for a sum in excess of the limit applicable to that person.

Article 45—Addressee of claims

In relation to the carriage performed by the actual carrier, an action for damages may be brought, at the option of the plaintiff, against that carrier or the contracting carrier, or against both together or separately. If the action is brought against only one of those carriers, that carrier shall have the right to require the other carrier to be joined in the proceedings, the procedure and effects being governed by the law of the court seized of the case.

Article 46—Additional jurisdiction

Any action for damages contemplated in [Article 45](#) must be brought, at the option of the plaintiff, in the territory of one of the States Parties, either before a court in which an action may be brought against the contracting carrier, as provided in [Article 33](#), or before the court having jurisdiction at the place where the actual carrier has its domicile or its principal place of business.

Article 47—Invalidity of contractual provisions

Any contractual provision tending to relieve the contracting carrier or the actual carrier of liability under this Chapter or to fix a lower limit than that which is applicable according to this Chapter shall be null and void, but the nullity of any such provision does not involve the nullity of the whole contract, which shall remain subject to the provisions of this Chapter.

Article 48—Mutual relations of contracting and actual carriers

Except as provided in Article 45, nothing in this Chapter shall affect the rights and obligations of the carriers between themselves, including any right of recourse or indemnification.

Chapter VI—Other Provisions

Article 49—Mandatory application

Any clause contained in the contract of carriage and all special agreements entered into before the damage occurred by which the parties purport to infringe the rules laid down by this Convention, whether by deciding the law to be applied, or by altering the rules as to jurisdiction, shall be null and void.

Article 50—Insurance

States Parties shall require their carriers to maintain adequate insurance covering their liability under this Convention. A carrier may be required by the State Party into which it operates to furnish evidence that it maintains adequate insurance covering its liability under this Convention.

Article 51—Carriage performed in extraordinary circumstances

The provisions of Articles 3 to 5, 7 and 8 relating to the documentation of carriage shall not apply in the case of carriage performed in extraordinary circumstances outside the normal scope of a carrier's business.

Article 52—Definition of days

The expression “days” when used in this Convention means calendar days, not working days.

Chapter VII—Final Clauses

Article 53—Signature, ratification and entry into force

1. This Convention shall be open for signature in Montreal on 28 May 1999 by States participating in the International Conference on Air Law held at Montreal from 10 to 28 May 1999. After 28 May 1999, the Convention shall be open to all States for signature at the headquarters of the International Civil Aviation Organization in Montreal until it enters into force in accordance with paragraph 6 of this Article.

2. This Convention shall similarly be open for signature by Regional Economic Integration Organisations. For the purpose of this Convention, a “Regional Economic Integration Organisation” means any organisation which has competence in respect of certain matters governed by this Convention and has been duly authorized to sign and to ratify, accept, approve or accede to this Convention. A reference to a “State Party” or “States Parties” in

this Convention, otherwise than in paragraph 2 of Article 1, paragraph 1(b) of Article 3, paragraph (b) of Article 5, Article 23, 33, 46 and paragraph (b) of Article 57, applies equally to a Regional Economic Integration Organisation. For the purpose of Article 24, the references to “a majority of the States Parties” and “one-third of the States Parties” shall not apply to a Regional Economic Integration Organisation.

3. This Convention shall be subject to ratification by States and by Regional Economic Integration Organisations which have signed it.

4. Any State or Regional Economic Integration Organisation which does not sign this Convention may accept, approve or accede to it at any time.

5. Instruments of ratification, acceptance, approval or accession shall be deposited with the International Civil Aviation Organization, which is hereby designated the Depositary.

6. This Convention shall enter into force on the sixtieth day following the date of deposit of the thirtieth instrument of ratification, acceptance, approval or accession with the Depositary between the States which have deposited such instrument. An instrument deposited by a Regional Economic Integration Organisation shall not be counted for the purpose of this paragraph.

7. For other States and for other Regional Economic Integration Organisations, this Convention shall take effect sixty days following the date of deposit of the instrument of ratification, acceptance, approval or accession.

8. The Depositary shall promptly notify all signatories and States Parties of:

- (a) each signature of this Convention and date thereof;
- (b) each deposit of an instrument of ratification, acceptance, approval or accession and date thereof;
- (c) the date of entry into force of this Convention;
- (d) the date of the coming into force of any revision of the limits of liability established under this Convention;
- (e) any denunciation under Article 54.

Article 54—Denunciation

1. Any State Party may denounce this Convention by written notification to the Depositary.

2. Denunciation shall take effect one hundred and eighty days following the date on which notification is received by the Depositary.

Article 55—Relationship with other Warsaw Convention instruments

This Convention shall prevail over any rules which apply to international carriage by air:

1. Between States Parties to this Convention by virtue of those States commonly being Party to:

(a) the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw on 12 October 1929 (hereinafter called the Warsaw Convention);

(b) the Protocol to amend the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw on 12 October 1929, done at The Hague on 28 September 1955 (hereinafter called The Hague Protocol);

(c) the Convention, Supplementary to the Warsaw Convention, for the Unification of Certain Rules relating to International Carriage by Air Performed by a Person other than the Contracting Carrier, signed at Guadalajara on 18 September 1961 (hereinafter called the Guadalajara Convention);

(d) the Protocol to amend the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw on 12 October 1929 as amended by the Protocol done at The Hague on 28 September 1955, signed at Guatemala City on 8 March 1971 (hereinafter called the Guatemala City Protocol);

(e) Additional Protocol Nos. 1 to 3 and Montreal Protocol No. 4 to amend the Warsaw Convention as amended by The Hague Protocol or the Warsaw Convention as amended by both The Hague Protocol and the Guatemala City Protocol, signed at Montreal on 25 September 1975 (hereinafter called the Montreal Protocols); or

2. Within the territory of any single State Party to this Convention by virtue of that State being Party to one or more of the instruments referred to in sub-paragraphs (a) to (e) above.

Article 56—States with more than one system of law

1. If a State has two or more territorial units in which different systems of law are applicable in relation to matters dealt with in this Convention, it may at the time of signature, ratification, acceptance, approval or accession declare that this Convention shall extend to all its territorial units or only to one or more of them and may modify this declaration by submitting another declaration at any time.

2. Any such declaration shall be notified to the Depositary and shall state expressly the territorial units to which the Convention applies.

3. In relation to a State Party which has made such a declaration:

(a) references in [Article 23](#) to “national currency” shall be construed as referring to the currency of the relevant territorial unit of that State; and

(b) the reference in [Article 28](#) to “national law” shall be construed as referring to the law of the relevant territorial unit of that State.

Article 57—Reservations

No reservation may be made to this Convention except that a State Party may at any time declare by a notification addressed to the Depositary that this Convention shall not apply to:

(a) international carriage by air performed and operated directly by that State Party for non-commercial purposes in respect to its functions and duties as a sovereign State; and/or

(b) the carriage of persons, cargo and baggage for its military authorities on aircraft registered in or leased by that State Party, the whole capacity of which has been reserved by or on behalf of such authorities.

In Witness Whereof the undersigned Plenipotentiaries, having been duly authorized, have signed this Convention.

Done at Montreal on the 28th day of May of the year one thousand nine hundred and ninety-nine in the English, Arabic, Chinese, French, Russian and Spanish languages, all texts being equally authentic.

This Convention shall remain deposited in the archives of the International Civil Aviation Organization, and certified copies thereof shall be transmitted by the Depositary to all States Parties to this Convention, as well as to all States Parties to the Warsaw Convention, The Hague Protocol, the Guadalajara Convention, the Guatemala City Protocol and the Montreal Protocols.

[Signatures]

End



IATA MEMBERSHIP LIST

ABX Air	Amapola Flyg
Aegean Airlines	American Airlines
Aer Lingus	ANA
Aero Republica	APG Airlines
Aeroflot	Arkia Israeli Airlines
Aerolineas Argentinas	Asiana Airlines
Aeromar	ASKY
Aeromexico	ASL Airlines France
Africa World Airlines	Atlantic Airways
Air Algerie	Atlas Air
Air Arabia	Austrian
Air Astana	Avianca
Air Austral	Avianca Costa Rica
Air Baltic	Avianca Ecuador
Air Botswana	Azerbaijan Airlines
Air Burkina	Azores Airlines
Air Cairo	Azul Brazilian Airlines
Air Caledonie	Badr Airlines
Air Canada	Bahamasair
Air Caraibes	Bamboo Airways
Air China	Bangkok Airways
Air Corsica	Batik Air
Air Dolomiti	Batik Air Malaysia
Air Europa	Belavia Belarusian Airlines
Air France	Biman Bangladesh Airlines
Air Guilin	Binter Canarias
Air India	Blue Air
Air Koryo	BoA Boliviana de Aviacion
Air Macau	Braathens Regional Airways
Air Madagascar	British Airways
Air Malta	Brussels Airlines
Air Mauritius	Bulgaria Air
Air Moldova	CAL Cargo Airlines
Air New Zealand	Camair-Co
Air Niugini	Cambodia Angkor Air
Air Nostrum	Capital Airlines
Air Peace	Cargojet Airways
Air Serbia	Cargolux
Air Seychelles	Caribbean Airlines
Air Tahiti	Carpatair
Air Tahiti Nui	Cathay Pacific
Air Tanzania	Cebu Pacific
Air Transat	China Airlines
Air Vanuatu	China Cargo Airlines
AirBridgeCargo Airlines	China Eastern
Aircalin	China Express Airlines
Airlink	China Postal Airlines
Alaska Airlines	China Southern Airlines
Albastar	CityJet
Allied Air	Condor
AlMasria Universal Airlines	Congo Airways



COPA Airlines
Corendon Airlines
Corsair International
Croatia Airlines
Cubana
Cyprus Airways
Czech Airlines
Delta Air Lines
DHL Air
DHL Aviation
Eastern Airlines
Eastern Airways
Egyptair
EL AL
Emirates
Ethiopian Airlines
Etihad Airways
EuroAtlantic Airways
European Air Transport
Eurowings
EVA Air
Evelop Airlines
FedEx Express
Fiji Airways
Finnair
Fly Baghdad
flydubai
FlyEgypt
Flynas
Flyone
Freebird Airlines
French Bee
Fuzhou Airlines
Garuda Indonesia
Georgian Airways
German Airways
GOL Linhas Aereas
Gulf Air
GX Airlines
Hahn Air
Hainan Airlines
Hawaiian Airlines
Hebei Airlines
Hi Fly
Hong Kong Air Cargo
Hong Kong Airlines
Hong Kong Express Airways
IBERIA
Icelandair
IndiGo
Iran Air
Iran Aseman Airlines
Iran Airtour Airline
Israir
ITA Airways
Japan Airlines
Japan Transocean Air
Jazeera Airways
Jeju Air
JetBlue
Jin Air
Jordan Aviation
Juneyao Airlines
Kam Air
Kenya Airways
KLM
Korean Air
Kunming Airlines
Kuwait Airways
La Compagnie
LAM
Lao Airlines
LATAM Airlines Brasil
LATAM Airlines Colombia
LATAM Airlines Ecuador
LATAM Airlines Group
LATAM Airlines Paraguay
LATAM Airlines Peru
LATAM Cargo Brasil
LATAM Cargo Chile
Loong Air
LOT Polish Airlines
Lucky Air
Lufthansa
Lufthansa Cargo
Lufthansa CityLine
Luxair
Malaysia Airlines
Mandarin Airlines
Martinair Cargo
Mas Air
Mauritania Airlines International
MEA
MIAT Mongolian Airlines
MNG Airlines
Myanmar Airways International
National Airlines
NCA Nippon Cargo Airlines
Neos
Nesma Airlines
Nile Air
NordStar
Nordwind Airlines
Nouvelair

Okay Airways	TAP Portugal
Olympic Air	TAROM
Oman Air	Tassili Airlines
Overland Airways	Thai Airways International
Paranair	Thai Lion Air
Pegas Fly	Thai Smile
Pegasus Airlines	Tianjin Airlines
PGA Portugalia Airlines	TUIfly
Philippine Airlines	Tunisair
PIA Pakistan International Airlines	Turkish Airlines
Polar Air Cargo	T'way Air
Poste Air Cargo	Ukraine International Airlines
Precision Air	UNI AIR
Privilege Style	United Airlines
Qantas	UPS Airlines
Qatar Airways	Ural Airlines
Qazaq Air	Urumqi Air
Ravn Alaska	UTair
Rossiya Airlines	Uzbekistan Airways
Royal Air Maroc	Vietjet
Royal Brunei	Vietnam Airlines
Royal Jordanian	Virgin Atlantic
Ruili Airlines	Virgin Australia
RusLine	Vistara
RwandAir	Volaris
S7 Airlines	Volotea
Safair	Vueling
SAS	Wamos Air
SATA Air Acores	West Air
Saudi Arabian Airlines	WestJet
SCAT Airlines	White Coloured by You
SF Airlines	Wideroe
Shandong Airlines	World2Fly
Shanghai Airlines	Xiamen Airlines
Shenzhen Airlines	YTO Cargo Airlines
Sichuan Airlines	
Silk Way West Airlines	
Singapore Airlines	
SKY Airline	
Smartavia	
Smartwings	
Solomon Airlines	
Somon Air	
South African Airways	
SpiceJet	
SriLankan Airlines	
SunExpress	
Suparna Airlines	
SWISS	
Syrianair	
TAAG Angola Airlines	
TACA	

STATEMENT OF GENERAL CONCURRENCE

APPOINTMENT OF IATA CARGO INTERMEDIARIES UNDER A SYSTEM OF GENERAL CONCURRENCE FOR INTERMEDIARIES REGISTERED IN THE IATA LATIN AMERICAN AIR CARGO PROGRAMME (LAACP)

(Name of Member Airline)

1) Hereby deposits with the IATA Director General, its statement of General Concurrence in the appointment of those Intermediaries registered in the IATA Latin America Air Cargo Programme (LAACP) with whom it has elected to do business.

2) Hereby concurs with the terms and conditions of IATA [Resolution 813zz](#) and other IATA Resolutions applicable within the LAACP.

3) Hereby acknowledges, as a member of the LAACP, participating in the Cargo Accounts Settlement System (CASS) that any requirements for any additional bonds/financial guarantees etc outside of any which may be provided for by the LAACP shall be waived.

4) Hereby confirms that this General Concurrence shall be effective in all countries where the LACAP applies from 01 September 2021, or later date if specified and shall remain in effect until withdrawn by notice in writing to the IATA Agency Administrator or its Deputy. The Member Airline confirms that any countries for which the Member Airline does not wish to participate in the LAACP are set out below:

(Any excluded countries to be listed)

5) Hereby acknowledges that the appointment of any particular Intermediary under this General Concurrence may be withdrawn by notice in writing to such Intermediary with a copy to the IATA Agency Administrator or its Deputy.

By: _____ (Signature) _____ (Name of Airline)

(Name) (Title)

(e-mail address) (Date)

IATA MEMBER AIRLINES APPOINTING BY GENERAL CONCURRENCE

The following Members have deposited a Statement of General Concurrence with the Agency Administrator for the appointment of Agents pursuant to the provisions of [Resolutions 801, 805 and 807, Section 2](#), Subparagraph 2.4.1.1(a), [Resolution 803, Section 1](#), Subparagraph 1.4.1.1, and [Resolutions 809 and 813, Section 3](#), Subparagraph 3.4.1.1.

The Chart shows three columns indicating by an 'x' whether such appointment by general concurrence applies to Agents situated in Area 1, 2 or 3 and the European Air Cargo Programme (EACP). Where such appointment for an area is limited to or excludes a certain geographical area a note is shown instead of an 'x'.

In order to act as an appointed Agent for Members not listed below, or not listed for a particular area or in countries or geographical areas not covered by the general concurrence, an Agent must hold a valid Certificate of Appointment.

	EACP	Area 1	Area 2	Area 3
ADRIA AIRWAYS	X			
AER LINGUS (EI)	X	X	X	
AEROLINEAS ARGENTINAS (AR)	X	X	X	X
AEROMEXICO (AM)			X	
AIR ALGERIE (AH)			9	
AIR CANADA (AC)	X	1	5	X
AIR FRANCE (AF)	X	X	X	X
AIR—INDIA (AI)		1	16	X
AIR MALAWI (QM)			X	
AIR MALTA P.L.C. (KM)	X		X	24
AIR MAURITIUS (MK)			X	
AIR NEW ZEALAND (NZ)	X		X	
AIR NIUGINI (PX)		X	X	X
AIR PACIFIC (FJ)				X
AIR VANUATU (NF)				X
AIR ZIMBABWE (UM)		X	X	
ALASKA AIRLINES (AS)		1		
ALITALIA S.P.A. (AZ)	X	X	X	X
ALL NIPPON AIRWAYS (NH)	X	8	X	X
AMERICAN AIRLINES (AA)	X	X	X	X
ANGOLA AIRLINES (DT)			13	
AUSTRIAN AIRLINES (OS)	X	X	X	X
AVIANCA (AV)		6	X	
BRITISH AIRWAYS (BA)	X	X	X	X
BWIA WEST INDIES AIRWAYS LTD		X		
CARGOLUX AIRLINES INT SA	X			
CATHAY PACIFIC (CX)	X	X	X	X
CONTINENTAL AIRLINES (CO)	X	X		X
CUBANA (CU)		X	X	X
CYPRUS AIRWAYS (CY)	X		X	
CZECH AIRLINES (OK)	X	X	X	X
DELTA AIR LINES (DL)	X	X	X	
DRAGONAIR (KA)				X
EGYPTAIR (MS)	X		20	X
EL AL (LY)		X	X	X
EMIRATES (EK)	X	X	X	X
ETHIOPIAN AIRLINES (ET)			X	X
FEDERAL EXPRESS (FX)		X	X	X
FINNAIR (AY)	X	X	X	X



Latin American Air Cargo Program (LAACP) Handbook

	EACP	Area 1	Area 2	Area 3
GARUDA (GA)	X		X	X
GHANA AIRWAYS (GH)		X	X	
GULF AIR (GF)				X
IBERIA (IB)		X	X	X
ICELANDAIR (FI)			X	
IRAN AIR (IR)			X	X
JAPAN AIRLINES (JL)	X	X	X	X
JAT AIRWAYS	X	X	X	X
KENYA AIRWAYS (KQ)			16	X
KLM—KLM ROYAL DUTCH AIRLINES (KL)	X	X	X	X
KOREAN AIR (KE)	X	1	31	24
KUWAIT AIRWAYS (KU)		X	14	X
LACSA—LÍNEAS AÉREAS COSTARRICENSES S.A. (LR)		3, 7		
LAN CHILE CARGO (UC)		X		
LAN CHILE SA				X
LIBYAN ARAB AIRLINES (LN)			14	
LOT—POLISH AIRLINES (LO)	X		X	X
LTU—LTU INTERNATIONAL AIRWAYS (LT)				X
LUFTHANSA CARGO (LH)	X	X	X	X
LUXAIR (LG)			X	
MALAYSIA AIRLINES (MH)				X
MALEV—HUNGARIAN AIRLINES PUBLIC LTD. CO. (MA)			19	
MEA—MIDDLE EAST AIRLINES AIRLIBAN S.A. (ME)	X	X	14	X
NIPPON CARGO AIRLINES (KZ)	X		X	X
NORTHWEST AIRLINES (NW)		X	X	X
OLYMPIC AIRLINES		X	X	X
PAL—PHILIPPINE AIRLINES INC. (PR)		1	11	X
PIA—PAKISTAN INTERNATIONAL AIRLINES CORP. (PK)		X	17	X
QANTAS (QF)	33	X	X	X
ROYAL JORDANIAN (RJ)		X	9	X
SAA—SOUTH AFRICAN AIRWAYS (SA)		X	X	X
SAS—SCANDINAVIAN AIRLINES SYSTEMS (SK)	X	X	X	X
SHANGHAI AIRLINES CO. LTD.	X			
SIA—SINGAPORE AIRLINES LTD. (SQ)		X	X	X
SINGAPORE AIRLINES CARGO (SQ)	X	X	X	X
SOLOMON AIRLINES (IE)				X
SRILANKAN (UL)			X	X
SWISS (LX)		X	X	
SYRIANAIR (RB)			15	
TAP—AIR PORTUGAL (TP)	X	X	X	
THAI AIRWAYS (TG)	X			32
THY—TURKISH AIRLINES INC. (TK)			X	X
T.M.A.—TRANS MEDITERRANEAN AIRWAYS S.A.L. (TL)		X	14	X
UNITED AIRLINES (UA)	X	1	X	X
WIDEROE (WF)			29	

EXPLANATION OF NOTES:

- 1) Canada only.
- 2) Caribbean only.
- 3) Mexico only.
- 4) South America only.
- 5) United Kingdom only.
- 6) Except Colombia.
- 7) Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, Panama only.
- 8) Except Canada.
- 9) Except Israel.
- 10) Intentionally omitted.
- 11) Limited to the following countries: Austria, Belgium, Denmark, France, Germany, Greece, Italy, Malta, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, Turkey and the United Kingdom.
- 12) Note not currently in use.
- 13) Except Israel and South Africa.
- 14) Except Israel and Zimbabwe.
- 15) Limited to Europe and the following countries: Bahrain, Egypt, Kuwait, Lebanon, Malawi, Oman, Qatar, Saudi Arabia, Tunisia, United Arab Emirates and Zambia.
- 16) Except South Africa and Zimbabwe.
- 17) Except Held Territories, Israel, South Africa and Zimbabwe.
- 18) Intentionally left blank.
- 19) Netherlands only.
- 20) Except Gaza, Held Territories, Israel, South Africa (incl. South West Africa/Namibia) and Zimbabwe.
- 21) Intentionally left blank.
- 22) Limited to Australia, Fiji, Hong-Kong, Japan, Korea, New Zealand and Taiwan.
- 23) Intentionally left blank.
- 24) Australia only.
- 25) Intentionally left blank.
- 26) Intentionally left blank.
- 27) Intentionally left blank.
- 28) Europe only.
- 29) Scandinavia including Finland and Iceland.
- 30) Intentionally left blank.
- 31) Limited to Austria, France, Germany, Italy, Netherlands, Switzerland and United Kingdom.
- 32) Except Cook Islands, Fiji, Macau and Papua New Guinea.
- 33) only for France, Germany, Spain and United Kingdom.



SECTION 3

RESOLUTION 600*

THE CONSIGNMENT

CSC(40)600

Expiry: Indefinite
Type: AA

RESOLVED that, in respect of any consignment:

DEFINITION

1. As used in Conference Resolutions, the term “consignment” means one or more pieces of goods, accepted by the carrier from one shipper at one time and at one address, receipted for in one lot and moving on one shipment record or air waybill to one consignee at one destination address.

USE OF A SHIPMENT RECORD or AIR WAYBILL

2. For international carriage a shipment record as defined in [Resolution 600f](#) shall be used for each consignment, unless an air waybill in accordance with [Resolution 600a](#) is used due to applicable international treaties, national law, or as bilaterally agreed between the carrier and the shipper.

3. The consent of the shipper may need to be obtained for the use of shipment record on certain routes governed by Montreal Protocol 4 to the Warsaw Convention.

4. When a shipment record is used, the shipper may request and shall receive a receipt for the cargo (or cargo receipt) in accordance with [Resolution 600g](#).

5. No carrier shall create a shipment record (or execute the air waybill) or carry any part of a consignment until the complete consignment has been received.

TRANSFER OF TITLE OF PROPERTY

6. No Member shall execute for a shipper and/or consignee—as a service incidental to the transportation of goods—any document intended for the sole purpose of effecting transfer of title of such goods.

ACCEPTANCE OF CONSIGNMENT

7. The shipper shall be required to address legibly and durably each component part of the consignment showing the same consignee's name, address and country. These shall be the same as entered into the shipment record or as on the air waybill. Alternatively this information may be shown on one or more component parts provided that all other parts of the consignment are cross-referenced.

8. No Member shall make any additions, deletions or changes to transportation documents other than to an air carrier's shipment record or air waybill.

9. If a consignment consists in part of articles subject to the IATA Dangerous Goods Regulations, such articles must be offered separately and must be clearly indicated in the shipment record or on the air waybill in accordance with [Resolution 600a](#).

TRACING OF CONSIGNMENTS

10. No Member shall trace or provide forwarding, delivery or other information for the consignment or any part thereof pertaining to circumstances occurring after delivery to the consignee named in the shipment record or on the air waybill, except in response to an enquiry initiated by a Government agency or in connection with a written claim for concealed loss or damage.

RELEASE OF CONSIGNMENT

11. No Member shall accept requests or instructions from a Shipper or Agent to obtain, prior to release of a consignment to the consignee, proof of payment for the goods or acceptance of a draft(s) or similar document(s).

* This Resolution is in the hands of all IATA Cargo Agents.

RESOLUTION 600a*

AIR WAYBILL

CSC(40)600a*

Expiry: Indefinite
Type: B

RESOLVED that:

1. For international transportation of cargo, IATA Members shall use a shipment record as defined in [Resolution 600f](#), unless an air waybill as set forth in Attachments 'A' and 'B' hereto is required due to applicable international treaties, national law (including origin, destination or transfer point local regulations), or as agreed bilaterally by the parties.
2. The air waybill is a document which shall be either an air waybill referred to as an "airline air waybill", with preprinted issuing carrier identification, or an air waybill referred to as a "neutral air waybill" without preprinted identification of the issuing carrier in any form and used by other than an air carrier.
3. The issuing carrier is either:
 - 3.1 in the case of an "airline air waybill", the carrier whose form is used; or
 - 3.2 in the case of a "neutral air waybill", the carrier whose name, three-digit IATA airline code number, and air waybill serial number has been printed onto the document by the issuing agent or forwarder.
4. Neutral air waybills shall not be used except when completed by a computer system.
5. Proposals to amend the air waybill may be submitted to the Secretary, Cargo Services Conference at any time. Such proposals shall be circulated to all members of the Cargo Operations and Technology Board (COTB) for consideration and agreement.
6. If agreed, such proposals shall be circulated to all Members by Notice of Amendment in accordance with the procedures detailed in [Resolution 601](#).
7. Amendments agreed to [Attachment 'A'](#) need not be put into effect until the time of next printing of the air waybill but in no event later than 18 months after the declaration of effectiveness of these amendments.
8. Air waybill completion examples in The Air Cargo Tariff and Rules (TACT), published separately shall be developed by the Secretariat in accordance with the procedures in [Attachment 'B'](#) hereto and current tariff rules.

RESOLUTION 600a

Attachment 'A'

AIR WAYBILL—TECHNICAL SPECIFICATIONS

1. INTRODUCTION

1.1 The air waybill is a document which shall be either an air waybill referred to as an "airline air waybill", with preprinted issuing carrier identification, or an air waybill referred to as a "neutral air waybill" without preprinted identification of the issuing carrier in any form and used by other than an air carrier.

2. MEASUREMENTS OF THE AIR WAYBILL

The outside measurements of the air waybill shall be between 208 mm (8.2 in) and 230 mm (9 in) in width and between 274 mm (10.8 in) and 305 mm (12 in) in length. The size of the boxes and their distances from the upper left hand paper edges shall be maintained exactly as shown in [Appendix 'A'](#).

3. DESCRIPTION OF THE AIRLINE AIR WAYBILL SET

The airline air waybill set shall be printed as specified below:

- 3.1 the Original 3 (for Shipper) shall have the same layout, wording and shading as specified in [Appendix 'B'](#);
- 3.2 the Copy 4 (Delivery Receipt) shall have the same layout, wording and shading as specified in [Appendix 'C'](#);
- 3.3 the Original 1 (for Issuing Carrier) and Original 2 (for Consignee) shall have the same layout, wording and shading as specified in [Appendix 'D'](#);
- 3.4 all other copies shall have the same layout, wording and shading as specified in [Appendix 'E'](#);
- 3.5 the airline air waybill shall be in a set of a minimum of eight copies and shall be marked in the order shown. Colour is optional and airlines shall accept both coloured and non-coloured coded air waybills.

Title	Colour
Original 3 (for Shipper)	Blue
Copy 8 (for Agent)	White
Original 1 (for Issuing Carrier)	Green
Original 2 (for Consignee)	Pink
Copy 4 (Delivery Receipt)	Yellow
Copy 5 (Extra Copy)	White
Copy 6 (Extra Copy)	White
Copy 7 (Extra Copy)	White

* This Resolution is in the hands of all IATA Cargo Agents.

If using colour, copies shall be either coloured paper or white paper with appropriate colour ink imprinted thereon, as referred above;

3.6 additional copies, having the same layout, wording and shading as [Appendix ‘E’](#), may be included in the airline air waybill set to a maximum of five copies. These must be printed on white paper marked “Copy XX (Extra copy for Carrier)”, where XX denotes the number of the copy of the airline air waybill, and may be placed anywhere in the airline air waybill set following Original 1 (for Issuing Carrier);

3.7 notwithstanding the provisions of [3.5](#) and [3.6](#), when an air carrier uses an automated system to issue the airline air waybill:

3.7.1 the airline air waybill shall be executed in a set which includes at least the three original copies,

3.7.2 further copies of the airline air waybill may be produced by automated means at origin, en route or at destination as required,

3.7.3 upon interline transfer,

3.7.3.1 when the exchange of a shipment record is not possible, at least five copies, of which one copy is entitled “Original 2 (for Consignee)” and one copy is entitled “Copy 4 (Delivery Receipt)”, shall be provided to the onward carrier,

3.7.3.2 when the exchange of a shipment record is possible, it is not required that copies of an air waybill be provided to the onward carrier. However the carriers involved must agree to adhere to the provisions of [Resolution 600f](#).

4. DESCRIPTION OF THE NEUTRAL AIR WAYBILL SET

The neutral air waybill set shall be printed as specified below:

4.1 the Original 3 (for Shipper) shall have the same layout, wording and shading as specified in [Appendix ‘B’](#);

4.2 the Copy 4 (Delivery Receipt) shall have the same layout, wording and shading as specified in [Appendix ‘C’](#);

4.3 the Original 1 (for Issuing Carrier) and Original 2 (for Consignee) shall have the same layout, wording and shading as specified in [Appendix ‘D’](#);

4.4 all other copies shall have the same layout, wording and shading as specified in [Appendix ‘E’](#);

4.5 the neutral air waybill shall be either in a set of a minimum of eight copies in the order and marked as shown in [4.5.1](#); or in two sets of a minimum of four copies each in the order and marked as shown in [4.5.2](#). Colour is optional and airlines shall accept both coloured and non-coloured coded air waybills. If using colour, copies shall be either coloured paper or white paper with appropriate colour ink imprinted thereon, as referred to below;

4.5.1 one set of eight copies:

Title	Colour
Original 3 (for Shipper)	Blue
Copy 8 (for Agent)	White
Original 1 (for Issuing Carrier)	Green
Original 2 (for Consignee)	Pink
Copy 4 (Delivery Receipt)	Yellow
Copy 5 (Extra Copy)	White
Copy 6 (Extra Copy)	White
Copy 7 (Extra Copy)	White

4.5.2 two sets of four copies each:

First set

Title	Colour
Original 3 (for Shipper)	Blue
Copy 8 (for Agent)	White
Original 1 (for Issuing Carrier)	Green
Copy 7 (Extra Copy)	White

Second set

Title	Colour
Original 2 (for Consignee)	Pink
Copy 4 (Delivery Receipt)	Yellow
Copy 5 (Extra Copy)	White
Copy 6 (Extra Copy)	White

4.6 paper and carbon, where used, shall be of such quality that all copies are clearly legible;

4.7 fastening or stub shall:

4.7.1 hold the neutral air waybill set together so that it does not disintegrate into loose sheets of paper during normal handling, and

4.7.2 be precut and of such nature that copies can be pulled easily and that when a part is pulled, the page does not tear apart.

5. DESCRIPTION OF THE FACE OF THE AIRLINE AIR WAYBILL

5.1 In addition to the information as illustrated in [Appendices ‘B’–‘E’](#):

5.1.1 the air waybill number shall be placed in the upper left corner, in the upper right corner and in the lower right corner of all copies of the airline air waybill as shown in [Appendix ‘A’](#);

5.1.2 the air waybill number shall consist of the issuing carrier's three-digit IATA airline code number and a serial number of eight digits including a check digit placed in the extreme right hand position;

5.1.3 the check digit shall be determined by using the unweighted Modulus 7 system;

5.1.4 the serial number shall be of the same size, similar style of type (font) and of the same boldness as the airline code number;

5.1.5 a separating hyphen placed between the airline code number and the serial number shall be used for the number shown in the upper right corner and in the lower right corner;

5.1.6 in the Shipper's Certification box, the part of the statement referring to the Dangerous Goods Regulations from the word "insofar ..." shall be printed in bold type.

5.2 In addition to the information illustrated in [Appendices 'B'–'E'](#), the following features may also be shown at carrier's option:

5.2.1 a space may be inserted in the serial number of the airline air waybill between the fourth and fifth digits;

5.2.2 carrier's insignia may be printed in the issuing carrier's name and address box;

5.2.3 the notice containing reference to the carrier's Conditions of Contract may be printed on all copies which are not originals except Copy 4 (Delivery Receipt);

5.2.4 the space in the box below the reference to the carrier's Conditions of Contract, may be used to print other related statements as may be necessary to conform to national requirements;

5.2.5 "Requested Flight/Date" box may be without title;

5.2.6 the words "Also Notify" may be printed after the title of the "Accounting Information" box (applicable for domestic transportation only);

5.2.7 the "Amount of Insurance" box and adjacent "Insurance" clause box may be shaded and without title or printing of clause;

5.2.8 a box titled "TC" (for Transaction Correction), the size of which is limited to two characters and located to the right of the "Insurance" clause box, may be provided;

5.2.9 "Handling Information" box may include the printing of not more than five subtitles. A box titled "SCI" (for Special Customs Information), with dimensions of 8 mm × 30 mm (0.3149 in × 1.1811 in), is to be inserted in the bottom right corner of this box (insertion of this box is mandatory);

5.2.10 when the air waybill is issued in the United States, the statement "These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to USA law prohibited" may be printed in the "Handling Information" box;

5.2.11 the description of the charges/fees frequently incurred may be printed in the first two lines of the "Other Charges" box;

5.2.12 "Tax" boxes may be shaded and without title;

5.2.13 any special services provided may be printed in the shaded boxes below the "Total Other Charges Due Carrier" boxes;

5.2.14 language(s) or an annotation may be printed at the bottom of the air waybill indicating that the wording of the form is available in another language and where it may be obtained;

5.2.15 bar coded air waybill numbers, if used, shall be printed in accordance with [Recommended Practice 1600t](#) and shall be shown in at least one of the locations illustrated in [Appendix 'F'](#).

Note: For air waybills produced on U.S. Letter Size paper, the lower right corner cannot apply due to space limitation;

5.2.16 the three "Optional Shipping Information" boxes may be shaded and without title. Insertion of these boxes is mandatory;

5.2.17 nothing additional may be printed and/or overprinted on the airline air waybill.

6. DESCRIPTION OF THE FACE OF THE NEUTRAL AIR WAYBILL

6.1 In addition to the information as illustrated in [Appendices 'B'–'E'](#):

6.1.1 in the Shipper's Certification box, the part of the statement referring to the Dangerous Goods Regulations from the word "insofar ..." shall be printed in bold type;

6.1.2 the printer's reference shall be printed in the lower left corner of all copies of the neutral air waybill in the following sequence:

6.1.2.1 printer's name,

6.1.2.2 production reference number,

6.1.2.3 production date;

6.1.3 the content of the following neutral air waybill boxes may be printed:

6.1.3.1 issuing carrier's agent, name and city box with the issuing carrier's agent's name and city,

6.1.3.2 agent's IATA code box with the agent's IATA code number,

6.1.3.3 signature of shipper or his agent box with the agent's name.

6.2 Nothing additional may be printed and/or overprinted on the neutral air waybill.

**7. DESCRIPTION OF THE REVERSE SIDE
OF THE AIRLINE AND NEUTRAL AIR
WAYBILL**

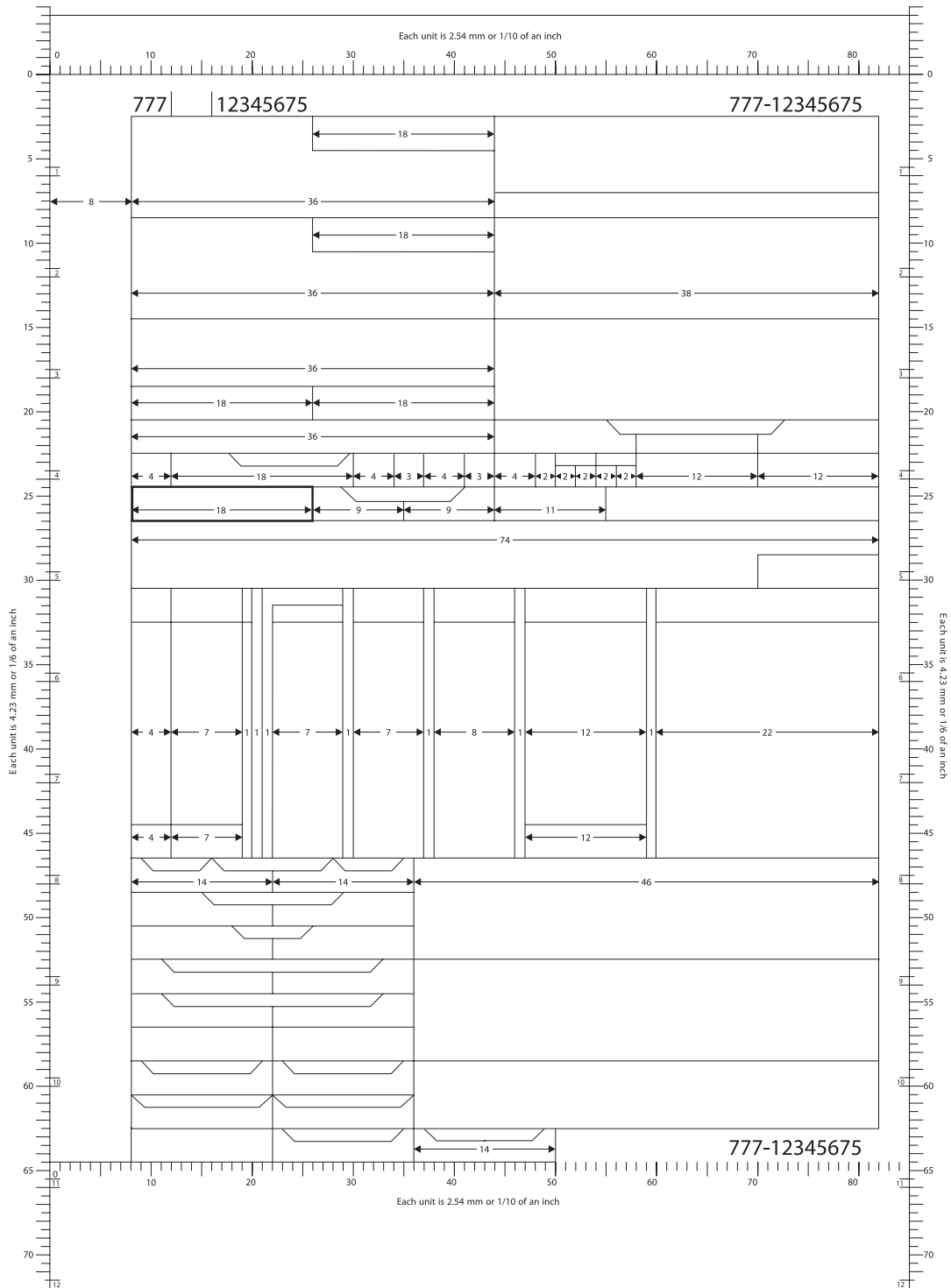
7.1 The currently effective IATA Conditions of Contract shall be printed on a minimum of the three Original copies of the airline and neutral air waybill.

7.2 Domestic Conditions of Contract, separate from the currently effective IATA Conditions of Contract, may additionally be printed on the airline air waybill at carrier's option.

RESOLUTION 600a

Attachment 'A'

Appendix 'A'







RESOLUTION 600a
Attachment 'A'
Appendix 'D'

Shipper's Name and Address		Shipper's Account Number		Not Negotiable			
				Air Waybill			
				Issued by			
				Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity.			
Consignee's Name and Address		Consignee's Account Number		It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT ON THE REVERSE HEREOF. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.			
Issuing Carrier's Agent Name and City				Accounting Information			
Agent's IATA Code		Account No.					
Airport of Departure (Addr. of First Carrier) and Requested Routing				Reference Number			
				Optional Shipping Information			
To	By First Carrier	Routing and Destination	to	by	to		
Airport of Destination		Requested Flight/Date		Currency	CHGS Code		
				WT/VAL	Other		
				PPD	COLL		
				Declared Value for Carriage			
				Declared Value for Customs			
				Amount of Insurance	INSURANCE - If carrier offers insurance, and such insurance is requested in accordance with the conditions thereof, indicate amount to be insured in figures in box marked "Amount of Insurance".		
Handling Information							
					SCI		
No. of Pieces RCP	Gross Weight	kg lb	Rate Class Commodity Item No.	Chargeable Weight	Rate / Charge	Total	Nature and Quantity of Goods (incl. Dimensions or Volume)
Prepaid		Weight Charge		Collect		Other Charges	
		Valuation Charge					
		Tax					
		Total Other Charges Due Agent					
		Total Other Charges Due Carrier					
		Total Prepaid		Total Collect			
Currency Conversion Rates		CC Charges in Dest. Currency					
For Carrier's Use only at Destination		Charges at Destination		Total Collect Charges			
				Executed on (date)		at (place)	
						Signature of Issuing Carrier or its Agent	
						Signature of Shipper or his Agent	



RESOLUTION 600a
Attachment ‘A’
Appendix ‘F/1’

Shipper's Name and Address	Shipper's Account Number	 Not Negotiable Air Waybill Issued by Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity.
Consignee's Name and Address	Consignee's Account Number	
Issuing Carrier's Agent Name and City	Accounting Information	

Shipper's Name and Address	Shipper's Account Number	Not Negotiable Air Waybill Issued by  Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity.
Consignee's Name and Address	Consignee's Account Number	
Issuing Carrier's Agent Name and City	Accounting Information	



Shipper's Name and Address	Shipper's Account Number	Not Negotiable Air Waybill Issued by Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity.
Consignee's Name and Address	Consignee's Account Number	
Issuing Carrier's Agent Name and City	Accounting Information	



RESOLUTION 600a
Attachment 'A'
Appendix 'F'

Shipper's Name and Address		Shipper's Account Number										
				Not Negotiable Air Waybill Issued by Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity.								
Consignee's Name and Address		Consignee's Account Number		It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT ON THE REVERSE HEREOF. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.								
Issuing Carrier's Agent Name and City				Accounting Information								
Agent's IATA Code		Account No.										
Airport of Departure (Addr. of First Carrier) and Requested Routing				Reference Number		Optional Shipping Information						
To	By First Carrier	Routing and Destination	to	by	to	by	Currency	HTS Code	WT/VAL	Other	Declared Value for Carriage	Declared Value for Customs
									COLL	COLL		
Airport of Destination		Requested Flight/Date		Amount of Insurance		INSURANCE - If carrier offers insurance, and such insurance is requested in accordance with the conditions thereof, indicate amount to be insured in figures in box marked "Amount of Insurance".						
Handling Information											SCI	
No. of Pieces RCP	Gross Weight	kg lb	Rate Class Commodity Item No.	Chargeable Weight	Rate Charge	Total	Nature and Quantity of Goods (incl. Dimensions or Volume)					
Prepaid		Weight Charge		Collect		Other Charges						
		Valuation Charge										
		Tax										
		Total Other Charges Due Agent				Shipper certifies that the particulars on the face hereof are correct and that insofar as any part of the consignment contains dangerous goods, such part is properly described by name and is in proper condition for carriage by air according to the applicable Dangerous Goods Regulations.						
		Total Other Charges Due Carrier				Signature of Shipper or his Agent						
Total Prepaid		Total Collect										
Currency Conversion Rates		CC Charges in Dest. Currency				Executed on (date) at (place) Signature of Issuing Carrier or its Agent						
For Carrier's Use only at Destination		Charges at Destination		Total Collect Charges								

ORIGINAL 3 (FOR SHIPPER)

RESOLUTION 600a

Attachment 'B'

COMPLETION, DISTRIBUTION AND TRANSMISSION OF THE AIR WAYBILL

1. GENERAL

1.1 The air waybill is a document which shall be either an air waybill referred to as an "airline air waybill", with preprinted issuing carrier identification, or an air waybill referred to as a "neutral air waybill" without preprinted identification of the issuing carrier in any form and used by other than an air carrier.

1.2 The issuing carrier or its agent shall ensure that, upon execution of the air waybill, all necessary entries are made.

1.2.1 Any amendments (including additions) to information shown or required on the air waybill, made by any participating carrier subsequent to initial issue, must be made on all remaining copies of the air waybill and must properly identify the carrier making such amendments. Identification of the carrier must be placed as closely as possible to the item(s) amended without obliterating any other information. Such identification shall include the official IATA airline name or designator and the IATA location identifier of the airport or city to show the place where the amendments are made. Amendments to the air waybill amounts shall be in accordance with [Resolution 612](#).

1.3 When a consignment is returned because of non-delivery, the new air waybill for the returning carriage shall have:

1.3.1 the original air waybill number inserted in the "Accounting Information" box;

1.3.2 all charges which should have been, but were not collected from the original consignee, inserted in the "Other Charges" box and the total inserted in the "Total Other Charges Due Carrier" box of the "Collect" column.

1.4 The issuing carrier shall not insert or permit insertion on the air waybill of any instruction that charges shown as to be collected from the consignee are to be collected from any person other than from the consignee; provided that this shall not prevent payment of such charges by such other person on behalf of the consignee to the collecting carrier.

1.5 In the case of a neutral air waybill, the party completing it on behalf of the issuing carrier shall first ensure that its use has been authorised by the issuing carrier.

2. COMPLETION OF THE AIR WAYBILL

The boxes on the face of the air waybill shall be completed correctly. See the IATA Air Waybill Handbook ([Attachment 'B'](#), [Appendix 'C'](#)), published separately.

The boxes shaded and with title are for carrier's use only.

The boxes shaded and without title shall not be used.

The circled numbers to the right of the titles and any bracketed numbers in the following text, correspond with the numbers in the boxes of the specimen air waybill illustrated in [Appendix 'A'](#).

2.1 Air Waybill Number

When not preprinted, the air waybill number provided by the issuing carrier shall be inserted in the upper left corner, in the upper right corner and in the lower right corner. The air waybill number shall have dimensions sufficient to make it readable and shall consist of:

2.1.1 Airline Code Number ^(1A)

The issuing carrier's three-digit IATA airline code number shall be inserted.

2.1.2 Separating Hyphen

A hyphen shall be inserted between boxes 1A and 1B, and only in the upper right and lower right corners.

2.1.3 Serial Number ^(1B)

2.1.3.1 A serial number of eight digits including a check digit placed in the extreme right position shall be inserted.

2.1.3.2 This check digit shall be determined by using the unweighted Modulus 7 system as illustrated in [Appendix 'D'](#).

2.1.3.3 A space may be inserted in the serial number between the fourth and fifth digits.

2.1.4 Minimum Timeframe for Re-use

An air waybill number shall not be re-issued by a carrier within a 12-month timeframe.

2.2 Airport of Departure ⁽¹⁾

The IATA three-letter code of the airport of departure (or city when the name of the airport is unknown) shall be inserted and shall correspond to information shown in [2.9.1.1](#).

2.3 Issuing Carrier's Name and Address ^(1C)

When not preprinted, the issuing carrier's name and head office address corresponding to the airline code number shown in [2.1.1](#), shall be inserted in accordance with the issuing carrier's instructions.

2.4 Reference to Originals ^(1D)

This box shall not be completed.

2.5 Reference to Conditions of Contract ^{1E}

This box shall not be completed unless used by the issuing carrier at its option.

2.6 Shipper**2.6.1 Shipper's Name and Address** ²

2.6.1.1 The name, address and country (or two-letter country code) of the shipper (or IATA Cargo Intermediary when acting in its capacity as a Forwarder) shall be inserted.

2.6.1.2 One or more method of contact (telephone, telex or telefax) and number may be inserted below.

2.6.2 Shipper's Account Number ³

This box shall not be completed unless used by the issuing carrier at its option.

2.7 Consignee**2.7.1 Consignee's Name and Address** ⁴

2.7.1.1 The name, address and country (or two-letter country code) of the consignee shall be inserted.

2.7.1.2 One or more method of contact (telephone, telex or telefax) and number may be inserted below.

2.7.2 Consignee's Account Number—For Carrier Use Only ⁵

This box shall not be completed unless used by the last carrier at its option.

2.8 Issuing Carrier's Agent**2.8.1 Issuing Carrier's Agent Name and City** ⁶

When not preprinted, the name and location (airport or city) of the issuing carrier's IATA Cargo Agent (or IATA Cargo Intermediary when acting in its capacity as the issuing carrier's agent) shall be inserted. An IATA Cargo Intermediary when acting in its capacity as a Forwarder and its name appears in Box 2, it shall leave this box blank.

2.8.2 Agent's IATA Code ⁷

This box shall be used for accounting, identification, and/or system purposes only. When not preprinted, the IATA code of the Cargo Agent (or IATA Cargo Intermediary when acting in its capacity as the issuing carrier's agent), indicated in [2.8.1](#), or IATA Cargo Intermediary when acting in its capacity as a Forwarder, indicated in [2.6.1.1](#) shall be inserted as follows:

2.8.2.1 in non-CASS areas, the IATA seven-digit code shall be inserted;

2.8.2.2 in CASS areas, the IATA seven-digit code shall be followed by a three-digit CASS address code and a check digit. This check digit shall be determined by using the unweighted Modulus 7 system.

2.8.3 Account No. ⁸

This box shall not be completed unless used by the issuing carrier at its option.

2.9 Routing**2.9.1 Airport of Departure (Address of First Carrier) and Requested Routing** ⁹

2.9.1.1 The name of the airport of departure shall be inserted as the first entry and shall correspond to information shown in [2.2](#).

2.9.1.2 Any requested routing shall be inserted.

2.9.2 Routing and Destination**2.9.2.1 To (by First Carrier)** ^{11A}

The IATA three-letter code of the airport of destination or first transfer point (or city when the name of the airport is unknown because the city is served by more than one airport) may be inserted.

2.9.2.2 By First Carrier ^{11B}

The name of the first carrier (either full name or IATA two-character code) shall be inserted.

2.9.2.3 To (by Second Carrier) ^{11C}

The IATA three-letter code of the airport of destination or second transfer point (or city when the name of the airport is unknown because the city is served by more than one airport) may be inserted.

2.9.2.4 By (Second Carrier) ^{11D}

The IATA two-character code of the second carrier may be inserted.

2.9.2.5 To (by Third Carrier) ^{11E}

The IATA three-letter code of the airport of destination or third transfer point (or city when the name of the airport is unknown because the city is served by more than one airport) may be inserted.

2.9.2.6 By (Third Carrier) ^{11F}

The IATA two-character code of the third carrier may be inserted.

2.9.3 Airport of Destination ¹⁸

The airport of destination of the last carrier (or city when the name of the airport is unknown because the city is served by more than one airport) shall be inserted.

2.9.4 Requested Flight/Date ^{19A} and ^{19B}

These boxes are to be completed by the carrier/agent/shipper effecting the booking.

2.10 Accounting Information ¹⁰

Only accounting information required by the participating carriers may be inserted such as:

2.10.1 payment by cash or cheque;

2.10.2 payment by Miscellaneous Charges Order (MCO) is only acceptable for baggage shipped as cargo; the MCO number and value of the Exchange Coupon in the currency of the air waybill shall be shown followed, if necessary, by the amount deducted from the MCO coupon and, in all cases, by the passenger's ticket number and flight/date/routing used;

2.10.3 payment by Government Bill of Lading (GBL); the GBL number shall be shown;

2.10.4 consignment returned because of non-delivery; the original air waybill number shall be shown on the new air waybill for the returning carriage;

2.10.5 shipper's reference number as indicated by the shipper or his agent.

2.10.6 payment by credit card; the credit card number shall be shown.

2.10.7 the words "Also Notify" may be printed after the title of the "Accounting Information" box (applicable for domestic transportation only).

2.11 Currency ¹²

2.11.1 The ISO three-letter currency code of the currency applicable in the country of departure, according to the applicable rating rules, shall be inserted.

2.11.2 All amounts entered on the air waybill, other than those entered in the "Collect Charges in Destination Currency" boxes (33A) to (33D), shall be in the currency as specified in 2.11.1.

2.12 Charges Codes—For Carrier Use Only ¹³

When the air waybill data is transmitted by electronic means, this box shall be completed using one of the following codes:

CA—partial collect credit—partial prepaid cash

CB—partial collect credit—partial prepaid credit

CC—all charges collect

CE—partial collect credit card—partial prepaid cash

CG—all charges collect by GBL

CH—partial collect credit card—partial prepaid credit

CP—destination collect cash

CX—destination collect credit

CZ—all charges collect by credit card

NC—no charge

NG—no weight charge—other charges prepaid by GBL

NP—no weight charge—other charges prepaid cash

NT—no weight charge—other charges collect

NX—no weight charge—other charges prepaid credit

NZ—no weight charge—other charges prepaid by credit card

PC—partial prepaid cash—partial collect cash

PD—partial prepaid credit—partial collect cash

PE—partial prepaid credit card—partial collect cash

PF—partial prepaid credit card—partial collect credit card

PG—all charges prepaid by GBL

PH—partial prepaid credit card—partial collect credit

PP—all charges prepaid by cash

PX—all charges prepaid by credit

PZ—all charges prepaid by credit card

2.13 Charges

2.13.1 Weight/Valuation Charges ^{14A} and ^{14B}

2.13.1.1 The shipper or agent shall insert an "X", as appropriate, in box (14A) or (14B).

2.13.1.2 The charges entered into boxes (24A), (25A) or (24B), (25B) must be wholly prepaid or wholly collect respectively.

2.13.2 Other Charges at Origin (15A) and (15B)

2.13.2.1 The shipper or agent shall insert an “X”, as appropriate, in box (15A) or (15B).

2.13.2.2 Any charges entered into boxes (27A), (28A) or (27B), (28B) must be wholly prepaid or wholly collect respectively.

2.13.3 If the information indicated as required in [2.13.1](#) and [2.13.2](#) is in conflict with the information required by [2.20](#) and [2.21](#), the latter shall take precedence.

2.14 Declared Value For Carriage (16)

2.14.1 The declared value for carriage, as specified by the shipper, shall be inserted.

2.14.2 Where no value is declared, “NVD” shall be inserted.

Note: Declared value for carriage shall not be amended after dispatch of the consignment from the airport of departure shown on the Air Waybill.

2.15 Declared Value For Customs (17)

The shipper or agent may declare and insert a customs value, which may be NCV, or leave the box blank.

2.16 Amount of Insurance (20)

2.16.1 When the box is unshaded, and only when and where the issuing carrier offers such a service, the amount to be insured shall be inserted.

2.16.2 When the box is unshaded and the service is not provided by the issuing carrier or no insurance is requested by the shipper, “XXX” shall be inserted.

2.16.3 “Insurance” Clause Box (20A)**2.17 Handling Information** (21)

Only clear and concise information as required by the participating carriers shall be inserted.

2.17.1 In the case of dangerous goods for which a Shipper's Declaration is required, a statement: “Dangerous Goods as per attached Shipper's Declaration” or “Dangerous Goods as per attached DGD” and where applicable the statement “Cargo Aircraft Only” or “CAO”.

2.17.2 When dangerous goods are contained in a consignment with non-dangerous goods, the number of pieces of dangerous goods must be indicated either before or after the statement “Dangerous Goods as per attached Shipper's Declaration” or “Dangerous Goods as per attached DGD”.

2.17.3 Other handling information using, where available, the codes and abbreviations in Cargo-IMP, may be inserted, such as:

2.17.3.1 marks and numbers which appear on the consignment and method of packing;

2.17.3.2 name, address, country or two-letter country code and one or more method of contact (telephone, telex or telefax) and number of any person to be notified of arrival of the consignment in addition to the consignee;

2.17.3.3 name of documents to accompany the air waybill, such as the “Shipper's Certification for Live Animals”;

2.17.3.4 special handling instructions that may be required;

2.17.3.5 when not preprinted, and if the air waybill is issued in the United States, the statement: “These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to USA law prohibited”;

2.17.3.6 Agent Nomination

when a consignment's details, including house waybill details, must be reported to Customs and the agent has elected to undertake that reporting, the human readable statement “House Information transmitted to (country name) by:”, or the coded statement “(Country ISO Code) - AGT-” shall be entered in the Handling Information box on the master air waybill and either statement shall be followed by the appropriate agent identifier as specified by that country (multiple entries may be necessary if more than one country requires information).

2.17.3.7 when a local transfer at destination is required and known the statement “Local transfer at destination to:” or “FIRMS-” shall be entered in the Handling Information box on the air waybill followed by the appropriate location identifier, e.g. FIRMS code for the United States.

2.17.3.8 Special Customs Information (SCI) (21A)

When a consignment is loaded or reloaded at an airport in an European Union country, the Customs Origin Code shall be inserted. When a consignment is not loaded or reloaded at an airport in an European Union country, then this box may be used for other customs information.

2.18 Consignment Rating Details (22A) to (22Z)

A separate set of entries shall be made for each rated group of items, each set commencing on a new line, dangerous goods items, if any, being entered first.

Each set of entries shall be as described in [Appendix ‘B’](#), the detail of each box being as shown below.

2.18.1 Number of Pieces and RCP (22A)

2.18.1.1 The number of pieces for the applicable rating entry shall be inserted.

2.18.1.2 When the applicable rate or charge shown in box 22G is the result of a combination of rates or

charges, the IATA three-letter code of the rate combination point (RCP) shall be inserted as an additional line entry.

2.18.2 Gross Weight ^(22B)

2.18.2.1 The gross weight of the pieces for the applicable rating entry shall be inserted.

2.18.2.2 The actual tare weight of the unit load device, when applicable, shall be inserted as an additional line entry on the "X" rate class line.

Note: The actual tare weight is part of the manufacturer's permanent data markings on the ULD.

2.18.3 Kg/Lb ^(22C)

The unit of weight used (K or L) shall be inserted in the first rating line only.

2.18.4 Service Code ^(22Z)

This box shall not be completed except by the issuing carrier at its option and in accordance with [Recommended Practice 1600d](#).

2.18.5 Rate Class ^(22D)

One of the following codes shall be inserted as appropriate:

- M**—minimum charge
- N**—normal rate
- Q**—quantity rate
- B**—basic charge (optional use)
- K**—rate per kilogram (optional use)
- P**—international priority service rate
- C**—specific commodity rate
- R**—class rate reduction
- S**—class rate surcharge
- U**—unit load device basic charge or rate
- E**—unit load device additional rate
- X**—unit load device additional information
- Y**—unit load device discount
- W**—weight increase

2.18.6 Commodity Item Number ^(22E)

This box shall be completed as follows:

2.18.6.1 when a specific commodity rate applies, the IATA item description number shall be inserted on the "C" or "U" rate class line;

2.18.6.2 when a class rate reduction applies, the percentage which is applied to the appropriate charge or rate shall be inserted on the "R" rate class line, preceded by the rate class code to which it refers, e.g. 33% reduction on the normal rate shall be expressed as N67;

2.18.6.3 when a class rate surcharge applies, the percentage which is applied to the appropriate charge or rate shall be inserted on the "S" rate class line, preceded by the rate class code to which it refers, e.g. 50% surcharge of the minimum charge shall be expressed as M150;

2.18.6.4 when a unit load device rate applies, the ULD rate class type used shall be inserted on the "X" rate class line.

2.18.7 Chargeable Weight ^(22F)

2.18.7.1 The applicable chargeable weight, calculated according to applicable rating rules, shall be inserted.

2.18.7.2 When a unit load device rate applies:

2.18.7.2(a) where it is based on a pivot charge, the applicable pivot weight shall be inserted on the "U" rate class line;

2.18.7.2(b) where it is based on a pivot charge and an over pivot rate, the weight in excess of the pivot weight shall be inserted on the "E" rate class line;

2.18.7.2(c) where a tare weight is applicable, the actual tare weight shall be inserted on the "X" rate class line;

2.18.7.2(d) where a discount applies, the weight to which it refers shall be inserted on the "Y" rate class line.

2.18.8 Rate/Charge ^(22G)

The applicable rate or charge shall be inserted as follows:

2.18.8.1 when a minimum charge applies, this charge shall be inserted on the "M" rate class line;

2.18.8.2 when a normal rate applies, the applicable rate per unit of weight shall be inserted on the "N" rate class line;

2.18.8.3 when a quantity rate applies, the applicable rate per unit of weight shall be inserted on the "Q" rate class line;

2.18.8.4 when an "Experimental Special Rate within Europe" applies:

2.18.8.4(a) the applicable basic charge shall be inserted on the "B" rate class line,

2.18.8.4(b) the applicable rate per kilogram shall be inserted on the "K" rate class line;

2.18.8.5 when an international priority service rate applies, the applicable rate per unit of weight shall be inserted on the "P" rate class line;

2.18.8.6 when a specific commodity rate applies, the applicable rate per unit of weight shall be inserted on the “C” rate class line;

2.18.8.7 when a class rate reduction applies, this rate per unit of weight or charge as applicable shall be inserted on the “R” rate class line;

2.18.8.8 when a class rate surcharge applies, this rate per unit of weight or charge as applicable shall be inserted on the “S” rate class line;

2.18.8.9 when a unit load device rate applies:

2.18.8.9(a) where it is based on a pivot charge or flat charge, such charge shall be inserted on the “U” rate class line,

2.18.8.9(b) where it is based on a rate per unit of weight, such rate shall be inserted on the “U” rate class line,

2.18.8.9(c) where it is based on a pivot charge and an over pivot rate, such over pivot rate per unit of weight shall be inserted on the “E” rate class line,

2.18.8.9(d) where it is a discount, either a flat amount or discount per unit of weight, such discount shall be inserted on the “Y” rate class line preceded by a minus symbol (–);

2.18.8.10 wherever possible, when a weight surcharge applies, this should be inserted immediately following the last rate line entry.

2.18.9 Total ^(22H)

2.18.9.1 The total charge or discount for each line entry shall be inserted on the same horizontal line.

2.18.9.2 Where it is a total discount, such discount shall be preceded by the minus symbol (–).

2.18.10 Nature and Quantity of Goods ^(22I) **(including Dimensions or Volume)**

This box shall be completed as follows:

2.18.10.1 the description of the goods comprising the consignment shall be inserted;

2.18.10.2 for Dangerous Goods, the entry shall be as shown in the IATA Air Waybill Handbook and in accordance with instructions published in the IATA Dangerous Goods Regulations;

2.18.10.3 for “live animals”, the entry shall be as shown in the IATA Air Waybill Handbook and in accordance with instructions published in the IATA Live Animals Regulations;

2.18.10.4 for “consolidated consignments”, where any air waybill has one or more associated house waybills, the entry shall show “Consolidation as per attached list”;

2.18.10.5 the consignment dimensions, comprising the greatest length, greatest width, greatest height, unit of measurement and number of pieces:

2.18.10.5(a) if a consignment is consolidated as one movable part, then only the dimensions of the overall consolidated consignment are required,

2.18.10.5(b) dimensions are not required for cargo tendered intact in authentic pre-built aircraft containers or pallets,

2.18.10.5(c) if the dimensions are not available and/or cannot be included on the air waybill at the time of completion, then total volume of the consignment shall be inserted,

2.18.10.5(d) if the dimensions and total volume are not available and cannot be included on the air waybill at the time of completion, then this must be clearly indicated by inserting the words “No Dimensions Available”;

2.18.10.6 when a unit load device is used, its identification code shall be inserted on the “X” rate class line;

2.18.10.7 where the number of pieces indicated in box 22A is different from the actual number of pieces, the actual number of pieces within or on each loaded piece (e.g. ULD or skid) shall be shown as “... SLAC”, (shipper’s load and count). This SLAC should be recorded on a blank line. The corresponding ULD identification designation shall be recorded on the line below when a unit load device is used;

2.18.10.8 in addition to the description of the goods, the shipper or his agent may enter the appropriate harmonized commodity description and coding system number; and, where applicable, the country of origin of the goods.

2.18.11 Total Number of Pieces ^(22J)

Where there is more than one numeric entry in box 22A, the total number of pieces shall be inserted.

2.18.12 Total Gross Weight ^(22K)

Where there is more than one entry in box 22B, the total gross weight shall be inserted.

2.18.13 Total ^(22L)

Where there is more than one entry in box 22H, the sum shall be inserted.

2.19 Other Charges ⁽²³⁾

2.19.1 Other charges incurred at origin shall be inserted at the time of air waybill issuance as either wholly prepaid or wholly collect.

2.19.2 Other charges incurred en route or at destination may also be inserted at the time of air waybill issuance as either wholly prepaid or wholly collect.

2.19.3 Other charges shown as collect shall be treated as disbursements under the provisions of [Resolution 614](#).

2.19.4 Other charges incurred en route or at destination and not shown in box (23) shall be collect only and treated in accordance with [2.25.3](#).

2.19.5 Descriptions and amounts of other charges except taxes shown in Boxes 26A and 26B shall be inserted.

2.19.6 When the air waybill data is transmitted by electronic means, the other charges codes shown in [Appendix 'C'](#) shall be used. (Also refer to [Recommended Practice 1682](#)).

2.19.7 When the air waybill data is not transmitted by electronic means, it is recommended that the above procedure is used. If not, the plain language description shall clearly indicate to whom the charge accrues, i.e. due carrier or due agent.

2.19.8 The sum of the various other charges shown in box (23) shall be entered in boxes (27A), (27B), (28A) or (28B).

2.19.9 When a consignment is returned because of nondelivery, the new air waybill for the returning carriage shall have all charges, which should have been but were not collected from the original consignee, inserted in this box.

2.19.10 The same charge code with the same entitlement code can only be shown once on the Air Waybill.

2.20 Prepaid

2.20.1 Prepaid Weight Charge ^(24A)

2.20.1.1 The weight/volume charge for air carriage shall be inserted and shall correspond to the total shown in [2.18.9.1](#) or [2.18.13](#).

2.20.1.2 The weight/volume charge, the valuation charge and tax shall be inserted as either wholly prepaid or wholly collect.

2.20.2 Prepaid Valuation Charge ^(25A)

2.20.2.1 The valuation charge, if applicable, shall be inserted. The assessment of a valuation charge is dependent on the value declared for carriage as per [2.14](#) and the applicable rating rules.

2.20.2.2 The weight/volume charge, the valuation charge and tax shall be inserted as either wholly prepaid or wholly collect.

2.20.3 Prepaid Tax ^(26A)

2.20.3.1 Any applicable tax shall be inserted.

2.20.3.2 The weight/volume charge, the valuation charge and tax shall be inserted as either wholly prepaid or wholly collect.

2.20.3.3 The details of the tax shall not be entered in box (23).

2.20.4 Total Other Prepaid Charges

The total "Other Charges" prepaid must be the aggregate of the prepaid charges shown in the "Other Charges" box (23).

2.20.4.1 Due Agent ^(27A)

This box shall not be used unless agreed locally.

2.20.4.2 Due Carrier ^(28A)

The total of prepaid other charges due to carrier specified in [2.19](#) shall be inserted.

2.20.5 Untitled Box ^(29A)

This box shall not be completed unless used by the issuing carrier at its option.

2.20.6 Total Prepaid ^(30A)

The total of all the prepaid charges, i.e. weight/volume charge, valuation charge, other prepaid charges due carrier and, if applicable, tax and other charges due agent, shall be inserted.

2.21 Collect

2.21.1 Collect Weight Charge ^(24B)

2.21.1.1 The weight/volume charge for air carriage shall be inserted and shall correspond to the total shown in [2.18.9.1](#) or [2.18.13](#).

2.21.1.2 The weight/volume charge, the valuation charge and tax shall be inserted as either wholly prepaid or wholly collect.

2.21.2 Collect Valuation Charge ^(25B)

2.21.2.1 The valuation charge, if applicable, shall be inserted. The assessment of a valuation charge is dependent on the value declared for carriage as per [2.14](#) and the applicable rating rules.

2.21.2.2 The weight/volume charge, the valuation charge and tax shall be inserted as either wholly prepaid or wholly collect.

2.21.3 Collect Tax ^(26B)

2.21.3.1 When this box is unshaded, any applicable tax shall be inserted.

2.21.3.2 The weight/volume charge, the valuation charge and tax shall be inserted as either wholly prepaid or wholly collect.

2.21.3.3 The details of the tax shall not be entered in box (23).

2.21.4 Total Other Collect Charges

The total “Other Charges” collect must be the aggregate of the collect charges shown in the “Other Charges” box (23).

2.21.4.1 Due Agent (27B)

The total disbursements due to agent, specified in 2.19, shall be inserted.

2.21.4.2 Due Carrier (28B)

The total disbursements due to carrier, specified in 2.19, shall be inserted.

2.21.5 Untitled Box (29B)

This box shall not be completed unless used by the issuing carrier at its option.

2.21.6 Total Collect (30B)

The total of all the collect charges, i.e. weight/volume charge, valuation charge, other collect charges due carrier and agent and, if applicable, tax, shall be inserted.

2.22 Shipper's Certification Box (31)

When not preprinted, the signature of the shipper or his agent (printed, signed or stamped) shall be inserted.

2.23 Carrier's Execution Box

2.23.1 Executed on (Date) (32A)

The date of execution of the air waybill shall be inserted in the sequence of day, month and year. The month shall be expressed alphabetically, either abbreviated or in full.

2.23.2 At (Place) (32B)

The name of the place of execution (airport or city) of the air waybill shall be inserted.

2.23.3 Signature of Issuing Carrier or its Agent (32C)

The signature of the issuing carrier or its agent shall be inserted.

2.24 For Carrier's Use Only at Destination (33)

This box shall not be completed.

2.25 Collect Charges in Destination

Currency—For Carrier Use Only (33A) to (33D)

The last carrier may complete the Original 2 (for Consignee) as follows:

2.25.1 Currency Conversion Rate (33A)

The destination currency code followed by the conversion rate shall be inserted.

2.25.2 Collect Charges in Destination Currency (33B)

The amount shown in the “Total Collect” box (30B) shall be inserted after conversion to the destination currency at the currency conversion rate shown in box (33A).

2.25.3 Charges at Destination (33C)

Charges levied at destination accruing to the last carrier shall be inserted in destination currency.

2.25.4 Total Collect Charges (33D)

The sum of boxes (33B) and (33C) shall be inserted.

2.26 Optional Shipping Information (34A) to (34C)

The shipper or its Agent may enter the appropriate optional shipping information as agreed upon with the issuing carrier. Shading of these boxes will indicate non-use.

2.26.1 Reference Number (34A)

When this box is unshaded, a reference number may be inserted as per shipper/agent/issuing carrier agreement.

2.26.2 Untitled Box (34B)

This box shall not be completed unless used by the issuing carrier at its option.

2.26.3 Untitled Box (34C)

This box shall not be completed unless used by the issuing carrier at its option.

2.27 Bar Coded Air Waybill Number (99)

These areas shall not be completed unless used to include a bar coded air waybill number in accordance with [Recommended Practice 1600t](#).

2.28 Neutral Air Waybill

Any alteration to the airline code number, air waybill serial number, airline name or head office address shall automatically render such neutral air waybill null and void.

3. DISTRIBUTION OF THE AIR WAYBILL

The various copies of the air waybill shall be distributed as follows:

3.1 Original 3 (for Shipper) to be given to the shipper and to serve as:

3.1.1 proof of receipt of the goods for shipment,

3.1.2 documentary evidence of carrier's and shipper's signature to the contract of carriage;

3.2 Copy 8 (for Agent) to be retained by the agent or the carrier executing the air waybill;

3.3 Original 1 (for Issuing Carrier) to be retained by the carrier issuing the air waybill for accounting purposes and to serve as documentary evidence of carrier's and shipper's signature to the contract of carriage;

3.4 Original 2 (for Consignee) to accompany consignment to final destination and to be tendered to the consignee on delivery;

3.5 Copy 4 (Delivery Receipt) to be available at final destination and to be signed by consignee, and to be retained by last carrier as:

3.5.1 receipt of delivery of consignment,

3.5.2 evidence of carrier's completion of contract of carriage;

3.6 Copies 5, 6 and 7 (Extra Copies) to be available for carriers use only.

4. TRANSMISSION OF THE AIR WAYBILL

In case of transmission of the content of the air waybill boxes via electronic means, either the "FWB" message, as described in the IATA/A4A Cargo Interchange Message Procedures (Cargo-IMP) Manual ([Resolution 670](#), Attachment 'A'), or the IFTMIN message, as described in the IATA Cargo-FACT Message Manual (Cargo-FACT) ([Recommended Practice 1672](#), Attachment 'A'), may be used.

In the event that some or all of the content found in boxes 1E, 20A and 31 of the air waybill cannot be transmitted via Cargo-IMP or Cargo-FACT messaging due to technical limitations, any other means to transmit such content may be used including, but not limited to, within or accompanying the text of an EDI Agreement.

Where such data is transmitted by an Agent, this shall be in accordance with [Resolution 833, Paragraph 2.4](#), of the Cargo Agency Conference.

4.1 Responsibility for Particulars

The shipper is responsible for the correctness of the data relating to the cargo inserted by the shipper or on the shipper's behalf on the air waybill or furnished by the shipper or on the shipper's behalf to the carrier for insertion in the shipment record.

4.1.1 Where such information is provided by means of Electronic Data Interchange, it is the responsibility of the shipper or the shipper's agent to verify contents, accuracy and completeness of the EDI messages and subsequent messages according to the agreed standards and specifications.

4.1.2 The shipper or the shipper's agent shall indemnify the carrier against all damage suffered by it, or by any other person to whom the carrier is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements furnished by the shipper or on the shipper's behalf.



RESOLUTION 600a
Attachment 'B'
Appendix 'A'

1A | 1 | 1B Shipper's Name and Address 2	3 Shipper's Account Number 99	Not Negotiable 99 1C Air Waybill Issued by 99 Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity. 1D	1A 1B
99 4 Consignee's Name and Address 5 Consignee's Account Number	It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT ON THE REVERSE HEREOF. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.		
6 Issuing Carrier's Agent Name and City	Accounting Information 10 15B 1E		
7 Agent's IATA Code	8 Account No.	11C 11D 11E 11F 12 13 14A 14B 15A 15B 34A 34B 34C	
9 Airport of Departure (Addr. of First Carrier) and Requested Routing		Reference Number Optional Shipping Information	
11A To	11B By First Carrier	Routing and Destination to by to by	Currency 16 Declared Value for Carriage
18 Airport of Destination	Requested Flight/Date 19A 19B	Amount of Insurance 20	17 Declared Value for Customs INSURANCE — If carrier offers insurance, and such insurance is requested in accordance with the conditions thereof, indicate amount to be insured in figures in box marked "Amount of Insurance".
Handling Information 21 20A 21A SCI			
22A No. of Pieces RCP	22B Gross Weight 22C	22D Rate Class 22E Commodity Item No. 22Z	22F Chargeable Weight 22G Rate/Charge 22H Total 22I Nature and Quantity of Goods (incl. Dimensions or Volume)
22J Prepaid	22K Weight Charge	22L Collect	23 Other Charges
24A 24B Valuation Charge		25A 25B Tax	
26A 26B Total Other Charges Due Agent		27A 27B Total Other Charges Due Carrier	
28A 28B Total Prepaid		29A 29B Total Collect	
30A 30B Currency Conversion Rates		31 Signature of Shipper or his Agent	
33A For Carrier's Use only at Destination		32A 32B 32C Executed on (date) at (place) Signature of Issuing Carrier or its Agent	
33 Charges at Destination		33D Total Collect Charges	

ORIGINAL 3 (FOR SHIPPER)

RESOLUTION 600a

Attachment 'B'

Appendix 'B'

ALTERNATIVE RATE CLASS LINE ENTRIES (see 2.18)

No. of Pieces RCP (22A)	Gross Weight (22B)	kg lb (22C)	Rate Class (22D)	Commodity Item No. (22E)	Chargeable Weight (22F)	Rate/Charge (22G)	Total (22H)	Nature and Quantity of Goods (22I)
No. of pieces	Gross weight	K or L	M	—	Chargeable weight	Minimum charge	Box 22G	Nature of goods
No. of pieces	Gross weight	K or L	N	—	Chargeable weight	Rate per unit of weight	Box 22F× Box 22G	Nature of goods
No. of pieces	Gross weight	K or L	Q	—	Chargeable weight	Rate per unit of weight	Box 22F× Box 22G	Nature of goods
No. of pieces	Gross weight	K	B	—	Chargeable weight	Basic charge	Box 22G	Nature of goods
—	—	—	K	—	Chargeable weight	Rate per kilogram	Box 22F× Box 22G	Nature of goods
No. of pieces	Gross weight	K or L	C	Commodity item number	Chargeable weight	Rate per unit of weight	Box 22F× Box 22G	Nature of goods
No. of pieces	Gross weight	K or L	R	Applicable rate class code followed by reduced percentage applicable to charge	Chargeable weight	Reduced charge	Box 22G	Nature of goods
No. of pieces	Gross weight	K or L	R	Applicable rate class code followed by reduced percentage applicable to rate	Chargeable weight	Reduced rate per unit of weight	Box 22F× Box 22G	Nature of goods
No. of pieces	Gross weight	K or L	S	Applicable rate class code followed by increased percentage applicable to charge	Chargeable weight	Surcharged charge	Box 22G	Nature of goods
No. of pieces	Gross weight	K or L	S	Applicable rate class code followed by increased percentage applicable to rate	Chargeable weight	Surcharged rate per unit of weight	Box 22F× Box 22G	Nature of goods
No. of pieces	Gross weight	K or L	U	Commodity item number	Chargeable weight	Rate per unit of weight	Box 22F× Box 22G	Nature of goods
No. of pieces	Gross weight	K or L	U	Commodity item number	Pivot weight	Pivot charge	Box 22G	Nature of goods
No. of pieces	Gross weight	K or L	U	Commodity item number	Chargeable weight	Flat charge	Box 22G	Nature of goods
—	—	—	E	—	Weight in excess of pivot weight	Over pivot rate per unit of weight	Box 22F× Box 22G	Nature of goods
—	ULD tare weight	—	X	ULD rate class type	ULD tare weight allowance	—	—	ULD ID code
—	—	—	Y	—	Chargeable weight	A minus symbol followed by ULD flat discount	Box 22G	Nature of goods
—	—	—	Y	—	Chargeable weight	A minus symbol followed by ULD discount per unit of weight	Box 22F× Box 22G	Nature of goods
—	—	K or L	W	—	Gross weight	Weight increase per unit of weight	Box 22F× Box 22G	Nature of goods
Rate combination point Boxes 22B to 22I to be completed when applicable. Cannot be placed as first rating line entry.								
22J	22K	—	—	—	—	—	22L	22I
Total Number of pieces	Total gross weight	—	—	—	—	—	Total charge	Nature of goods

RESOLUTION 600a
Attachment ‘B’
Appendix ‘C’
OTHER CHARGES CODES (see [2.19.6](#))

CHARGE CODE	CATEGORY	DESCRIPTION
AC	Live Animals	Animal container
AS	Unit Load Device	Assembly
AT	Live Animals	Attendant
AW	Documentation	Air waybill/shipment record preparation fee
BF	Administration	Copies of documents
BI	Administration	Import/export documents processing
BM	Administration	Withdrawal of shipment after acceptance by carrier
BR	Administration	Bank hold fee for bank release
CA	Customs	Bonding
CB	Customs	Completion/preparation of documents
CC	Customs	Manual data entry for customs purposes
CD	Customs	Customs/regulatory handling at destination
CF	Customs	Inventory and/or inspection for customs purposes
CG	Customs	Electronic processing or transmission of data for customs purposes
CH	Customs	Customs/regulatory handling at origin
CI	Customs	Customs overtime fee and other charges
CJ	Customs	Removal (carrier warehouse to warehouse)
DB	Administration	Disbursement fee collected from consignee for advance charges
DC	Documentation	Certificate of Origin
DD	Documentation	Preparation of Cargo manifest
DF	Documentation	Non-standard distribution channel service fee
DG	Documentation	Air waybill cancellation before acceptance
DH	Documentation	Air waybill amendment by Cargo Charges Correction Advice
DI	Documentation	AWB re-waybilling
DJ	Documentation	Proof of delivery
DK	Documentation	Release order
DV	Documentation	Documentation for veterinary and/or phytosanitary purposes
EA	Handling	Express cargo
FA	Handling	Airport arrival
FB	Handling	Domestic shipments
FC	Administration	Charges collect fee
FE	Handling	General
FF	Handling	Loading/unloading
FI	Handling	Weighing
GA	Handling	Diplomatic consignment
GT	Tax	Government tax
HB	Human remains	Mortuary
HR	Human remains	Handling of human remains
IA	Handling	Very important cargo (VIC)
IN	Administration	Insurance premium
JA	Customs	Customs/regulatory clearance
KA	Heavy/Bulky cargo	Handling



Latin American Air Cargo Program (LAACP) Handbook

CHARGE CODE	CATEGORY	DESCRIPTION
LA	Live animals	Live animals related services
LC	Live animals	Cleaning
LE	Live animals	Hotel
LF	Live animals	Quarantine
LG	Live animals	Veterinary physical/documentary inspection
LH	Live animals	Storage
MA	Miscellaneous	Miscellaneous—due agent (see Note 1)
MB	Miscellaneous	Miscellaneous—unassigned (see Note 2)
MC	Miscellaneous	Miscellaneous—due carrier (see Note 3)
MD to MN	Miscellaneous	Miscellaneous—due last carrier
MO to MX	Miscellaneous	Miscellaneous—due issuing carrier
MY	Surcharge	Fuel surcharge—due issuing carrier
MZ	Miscellaneous	Miscellaneous—due issuing carrier
NS	Surcharge	Navigation surcharge—due issuing carrier
PA	Perishables	Handling
PB	Perishables	Cool/cold room, freezer
PK	Packaging	Packing/repacking
PU	Pick-up and delivery	Pick-up service
RA	Dangerous goods	Dangerous goods physical/documentary inspection
RB	Dangerous goods	Rejection
RC	Administration	Referral of charge
RD	Dangerous goods	Radio-active room
SA	Pick-up and delivery	Delivery service
SB	Pick-up and delivery	Delivery notification
SC	Security	Security charge
SD	Pick-up and delivery	Delivery service surface charge—destination
SE	Pick-up and delivery	Proof of delivery
SF	Pick-up and delivery	Delivery Order
SI	Transit	Shipment stopped in transit at customer request
SO	Storage	Storage—origin
SP	Handling	Early release of shipment
SR	Storage	Storage—destination
SS	Administration	Signature service
ST	Taxes	State sales tax
SU	Pick-up and delivery	Pick-up service surface charge—origin
TC	Taxes	Stamp
TI	Taxes	Value Added Tax for import only
TR	Transit	Transit handling
TV	Taxes	Value Added Tax general or for export
TX	Taxes	General
UB	Unit Load Device	Disassembly
UC	Unit Load Device	Adjusting of improperly loaded Unit Load Device
UD	Unit Load Device	Demurrage
UE	Unit Load Device	Leasing
UF	Unit Load Device	Recontouring
UG	Unit Load Device	Unloading
UH	Unit Load Device	Handling
VA	Valuable cargo	Handling
VB	Valuable cargo	Security (armed guard/escort) handling

CHARGE CODE	CATEGORY	DESCRIPTION
VC	Valuable cargo	Strongroom
WA	Vulnerable cargo	Handling
XB	Surcharge/premiums	Security
XD	Surcharge/premiums	War risk
ZA	Storage	Re-warehousing
ZB	Storage	General
ZC	Storage	Cool/cold room, freezer
ZD	Sustainability	Contribution towards Sustainable Aviation Fuel (SAF)
ZE	Sustainability	Contribution towards reduction of CO ₂ emissions

Note 1: MA code is used if the miscellaneous charge is due agent but cannot be further identified.

Note 2: MB code is used if the miscellaneous charge is either due agent or due carrier.

Note 3: MC code is used if the miscellaneous charge is due carrier but cannot be further identified.

To indicate whether such other charges accrue to carrier or agent, one of the following entitlement codes: A (due agent) or C (due carrier) shall be used following the above codes and preceding the amounts.

RESOLUTION 600a

Attachment 'B'

Appendix 'D'

UNWEIGHTED MODULUS 7 APPLICATION ILLUSTRATION

The check digit shall be determined by using the unweighted Modulus 7 system, which divides the first seven digits of the serial number by seven and uses the remainder for verification and as the eighth digit.

The following example illustrates how to apply the unweighted Modulus 7 system to generate the check digit:

- 1) Assume the first seven digits of the serial number are '1234567';
- 2) Divided 1234567 by 7;

$$\begin{array}{r}
 \overline{) 1234567} \\
 \underline{7} \\
 53 \\
 \underline{49} \\
 44 \\
 \underline{42} \\
 25 \\
 \underline{21} \\
 46 \\
 \underline{42} \\
 47 \\
 \underline{42} \\
 5 \longrightarrow \text{Remainder}
 \end{array}$$

- 3) Since '5' is the remainder, therefore, '5' will be assigned as the eighth digit, which is the check digit in the serial number.
 - 4) The complete serial number shall read as '12345675'.
-

RESOLUTION 606*

BAR CODED LABEL

CBPP(08)606

Expiry: Indefinite
Type: B

RESOLVED that:

Section 1—General

1.1 For the carriage of cargo, identification label(s) in the form of a bar coded label may be used and attached to each package, adjacent to the consignee's name and address where space permits. In certain cases, more than one label may be required, such as when shipments have labels applied by different parties, e.g. shippers, forwarders, airlines, or when the amount of optional information does not fit onto the label stock in use.

1.2 For purposes of this Resolution, a bar coded label is one containing bar code(s). The label may be printed automatically on demand, or preprinted.

1.3 A bar code may be primary or secondary. A primary bar code is one which contains the master air waybill and piece number. Secondary bar codes contain other information and may also be included on the same, or separate, label(s).

1.4 Bar coded labels shall contain the following mandatory information:

1.4.1 airline name;

1.4.2 air waybill number;

1.4.3 destination;

1.4.4 primary bar code.

1.5 Bar coded labels may contain optional information; for example:

1.5.1 airline insignia;

1.5.2 transfer points;

1.5.3 piece number;

1.5.4 weight of this piece;

1.5.5 total number of pieces;

1.5.6 total weight of this shipment;

1.5.7 handling information;

1.5.8 house waybill number;

1.5.9 house waybill piece number;

1.5.10 origin;

1.5.11 total number of house waybill pieces;

1.5.12 total weight of house waybill pieces;

1.5.13 product name;

1.5.14 other information;

1.5.15 secondary bar code.

1.6 Bar coded label quality should be of a type with equal or better characteristics than commonly used in preprinted cargo labels. These specific characteristics include:

1.6.1 adhesion holding power;

1.6.2 service temperature range;

1.6.3 moisture resistance.

Section 2—Technical Specifications

2.1 The layout and minimum dimensions of bar code labels are defined in [Attachments 'C' and 'D'](#) of this Resolution.

2.2 Bar coded information shall be in accordance with [Recommended Practice 1600t](#) and as shown in [Attachments 'A' and 'B'](#) of this Resolution.

2.3 Notwithstanding the provisions of this Resolution, carriers and their customers who use the bar coded labels of different dimensions may continue to use them, provided the data encoding requirements specified in [Attachments 'A' and 'B'](#) of this Resolution are met.

Section 3—Completion

3.1 The circled numbers to the right of the titles below, correspond with the numbers in the boxes of the specimen label illustrated in [Attachment 'C'](#) of this Resolution.

3.2 Completion of the mandatory boxes on the labels shall be as shown below:

3.2.1 Airline Name ¹

The airline name.

3.2.2 Air Waybill Number ²

The airline code and air waybill number of the shipment. The serial number may be shown as two groups of four digits.

3.2.3 Destination ³

The IATA three-letter code of the airport of destination. When the airport code is unknown or the city is served by more than one airport the IATA three-letter city code may be used.

* This Resolution is in the hands of all IATA Cargo Agents.

3.2.4 Primary Bar Code ⁵

The primary bar code contains all data elements described in [Attachment 'A'](#) of this Resolution. Whenever more than one bar code is printed on a label containing the primary bar code, the primary code must appear first.

3.3 When used, completion of the optional information on the labels shall be as follows:

3.3.1 Airline Insignia ¹

The airline insignia.

3.3.2 Transfer Points ⁶

The IATA three-letter code of the airport(s) of transfer. When the airport code is unknown or the city (cities) is (are) served by more than one airport the IATA three-letter city code may be used.

3.3.3 Piece Number ⁶

The air waybill piece number.

3.3.4 Weight of this Piece ⁴

The weight of the specific package to which the label is attached, together with the unit of weight (K or L).

3.3.5 Total No. of Pieces ⁴

The total number of pieces comprising the shipment.

3.3.6 Total Weight of this Shipment ⁶

The total weight of the shipment, together with the unit of weight (K or L).

3.3.7 Handling Information ⁶

Any information which pertains to the handling of the shipment.

3.3.8 HWB No. ⁶

The house waybill (HWB) number.

3.3.9 HWB Piece No. ⁶

The house waybill (HWB) piece number.

3.3.10 Origin ⁶

The IATA three-letter code of the airport of origin. When the airport code is unknown or the city is served by more than one airport the IATA three-letter city code may be used.

3.3.11 Total No. of HWB Pieces ⁶

The total number of pieces comprising the shipment being shipped under this house waybill.

3.3.12 Total Weight of HWB Pieces ⁶

The total weight of pieces represented by the house waybills, together with the unit of weight (K or L).

3.3.13 Product Name ⁶

The marketing name associated with the type of freight movement.

3.3.14 Other Information ⁶

Information which may be added at the user's discretion.

3.3.15 Secondary Bar Code ⁵

The secondary bar code(s) is printed in box 6 of [Attachment 'C'](#) of this Resolution whenever a primary bar code is included on the label; otherwise it may be printed in box 5. The secondary bar code(s) contains data elements identified in [Attachment 'B'](#) of this Resolution.

RESOLUTION 606

Attachment ‘A’

Primary Bar Code (Air Waybill/Piece Number Information)

A primary bar code, of sixteen continuous numeric characters, in which the encoded data shall comprise the following fields:

- = the three-digit numeric airline prefix;
- = the eight-digit numeric air waybill number;
- = a single digit separator (shall always be zero);
- = a four-digit numeric unique piece number, indicating each individual piece in a multi-piece shipment. If this field is not used, it shall comprise four zeros;

Note: *The bar code may have human readable translation of all digits in the field.*

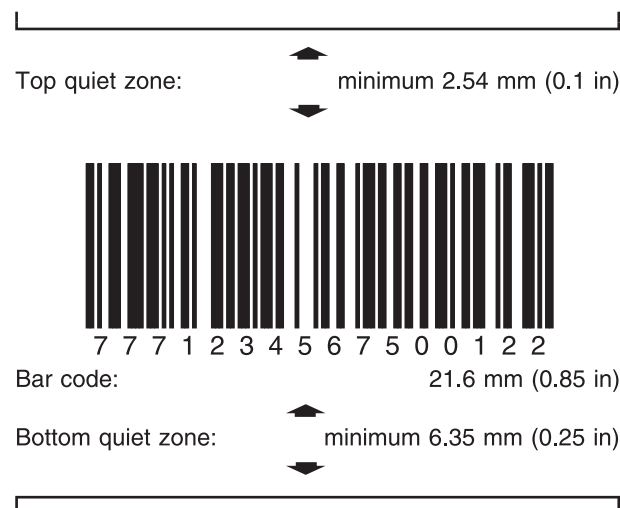
Examples:

- a) air waybill 777-12345675, piece number 3:
7771234567500003
- b) air waybill 777-76543213, piece number 122:
777654321300122
- c) air waybill 777-32176546, pieces field not used:
7773217654600000

The primary bar code shall be printed on the cargo label as indicated in [Attachments ‘C’](#) and [‘D’](#). There should be no box around the bar code in order to maximise reading efficiency.

The bar code shall be printed in Code 128 with a minimum width of the narrow bar (x dimension) of 0.5 mm (0.02 in). The bar code shall be printed vertically (picket fence) with a minimum bar height of 21.6 mm (0.85 in).

The bar code includes the following top and bottom quiet zones:



The side quiet zones shall be as specified in [Recommended Practice 1600t](#).

The optical characteristics of the bar code shall be such as to be readable:

- = using a contact scanner (wand reader);
- = at a distance of up to 1.80 m (6 ft) using a non-contact scanner;
- = using a fixed scanner on a conveyor moving at speeds of approximately 1.80 metres per second (6 feet per second) and a depth of field ranging from 12.7 to 803 mm (½ to 32 in).

RESOLUTION 606

Attachment 'B'

Secondary Bar Code

Where more than one secondary bar code is printed on a label, the bar code containing the house waybill number shall be printed as the first of these secondary bar codes.

The secondary bar codes can be variable in length, depending on the fields used. One-character field identifiers will be used as specified below. Printing characteristics of the secondary bar code, including narrow bar dimensions, quiet zones and optical characteristics, shall be the same as specified for the primary bar code. The industry standard (AIM) check digit will be the last character in the bar coded string of data.

Symbology

The secondary bar code shall be printed using CODE 128 and using the standard described in [Recommended Practice 1600t](#).

Specifications

Field Identifier

The field identifier shall consist of a single alpha character as defined below:

Field	Identifier	Format (Cargo-IMP Standard)
Destination	D	aaa
Total No. of Pieces	P	n[...4]
Transfer Points	C	aaa
Weight of this Piece	W	n[...7]p
Total Weight of this Shipment	T	n[...7]p
Handling Information	B	t[...38]
Origin	O	aaa
HWB No.	H	m[1...12]
HWB Piece No.	Y	n[...4]
Total No. of HWB Pieces	S	n[...4]
Total Weight of HWB Pieces	A	n[...7]p
Carrier/Customer Specific Information*	Z	t(1...65)
Unique Piece Identifier	J	t(1...35)

Field Delimiter

The delimiter shall be the Plus Sign (+).

Remarks: A, W and T fields to include K or L as the last character to denote kilograms or pounds.

Bar Code Format

The format shall consist of the field identifier immediately followed by the field data. The field delimiter immediately

follows. This sequence is repeated until all data is encoded. The industry standard (AIM) check digit will be the last character in the bar coded string of data. As with the primary bar code, the check digit will not be printed in human-readable format. There is no continuation character. If the amount of data to be coded is too great to fit on the label in one secondary bar code, then another bar code must be used. Each bar code will contain complete information for the data fields specified by the field identifier.

Examples:

- a) HWB No.: CHZH8-1234567
- b) Destination: ABY, Number of HWB Pieces: 99.

This data will not fit onto a 4 in (102 mm) label, so two bar codes are used. The data strings are formatted as follows:

```
Bar Code No. 1
HCHZH81234567
Bar Code No. 2
DABY+S0099
```

Bar Code Examples:

Example Number One:



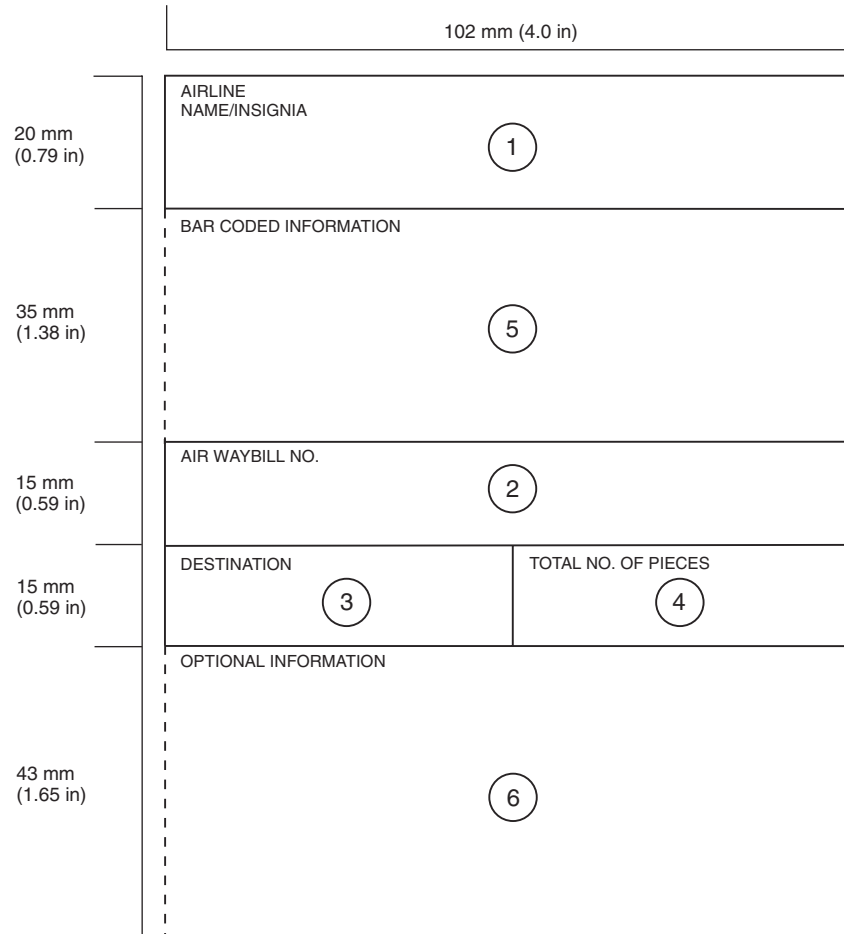
Example Number Two:



* Encoding of carrier-/customer-specific information must be the last data encoded.

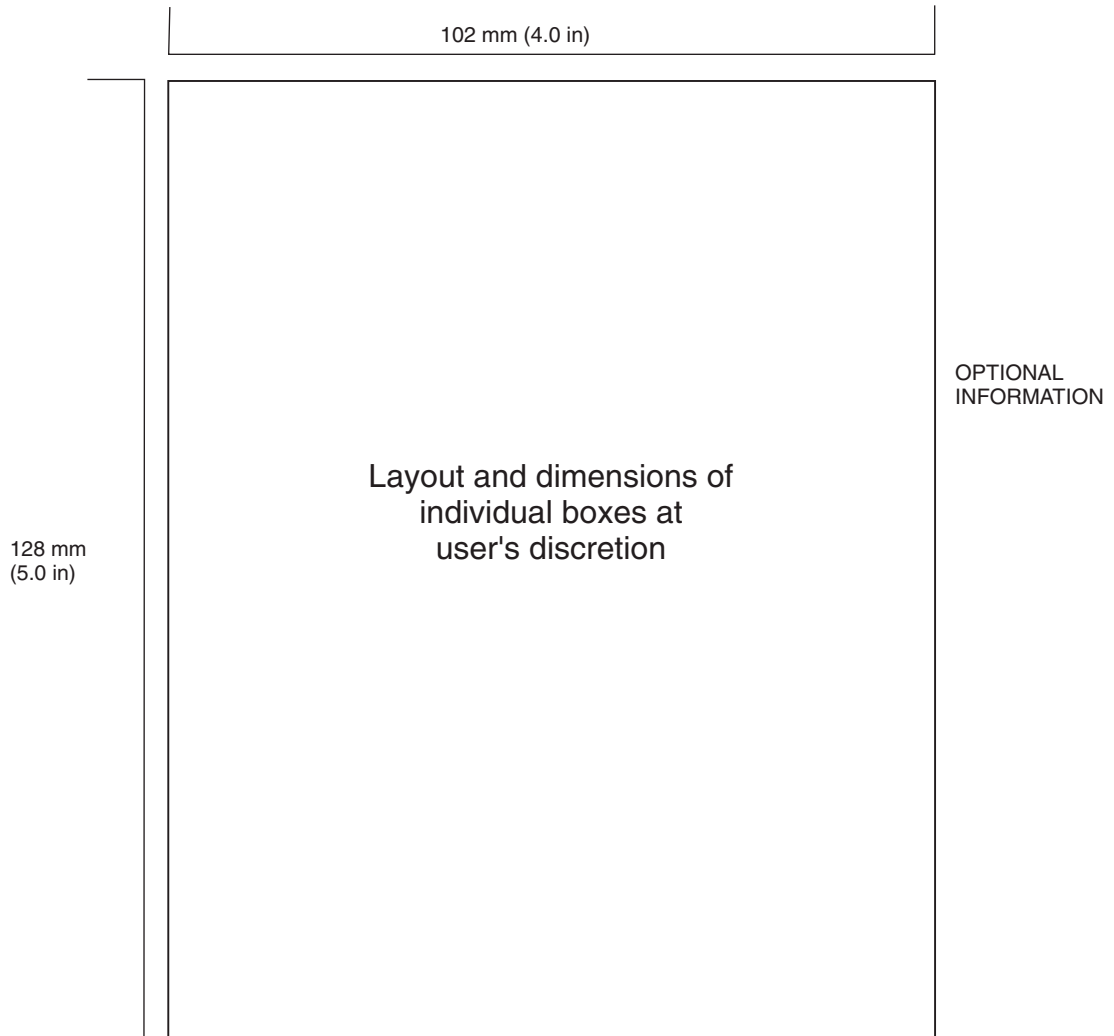
RESOLUTION 606
Attachment ‘C’

BAR CODED LABEL



Note: Boxes containing human readable information must be titled.

BAR CODED LABEL



Note: Boxes containing human readable information must be titled.

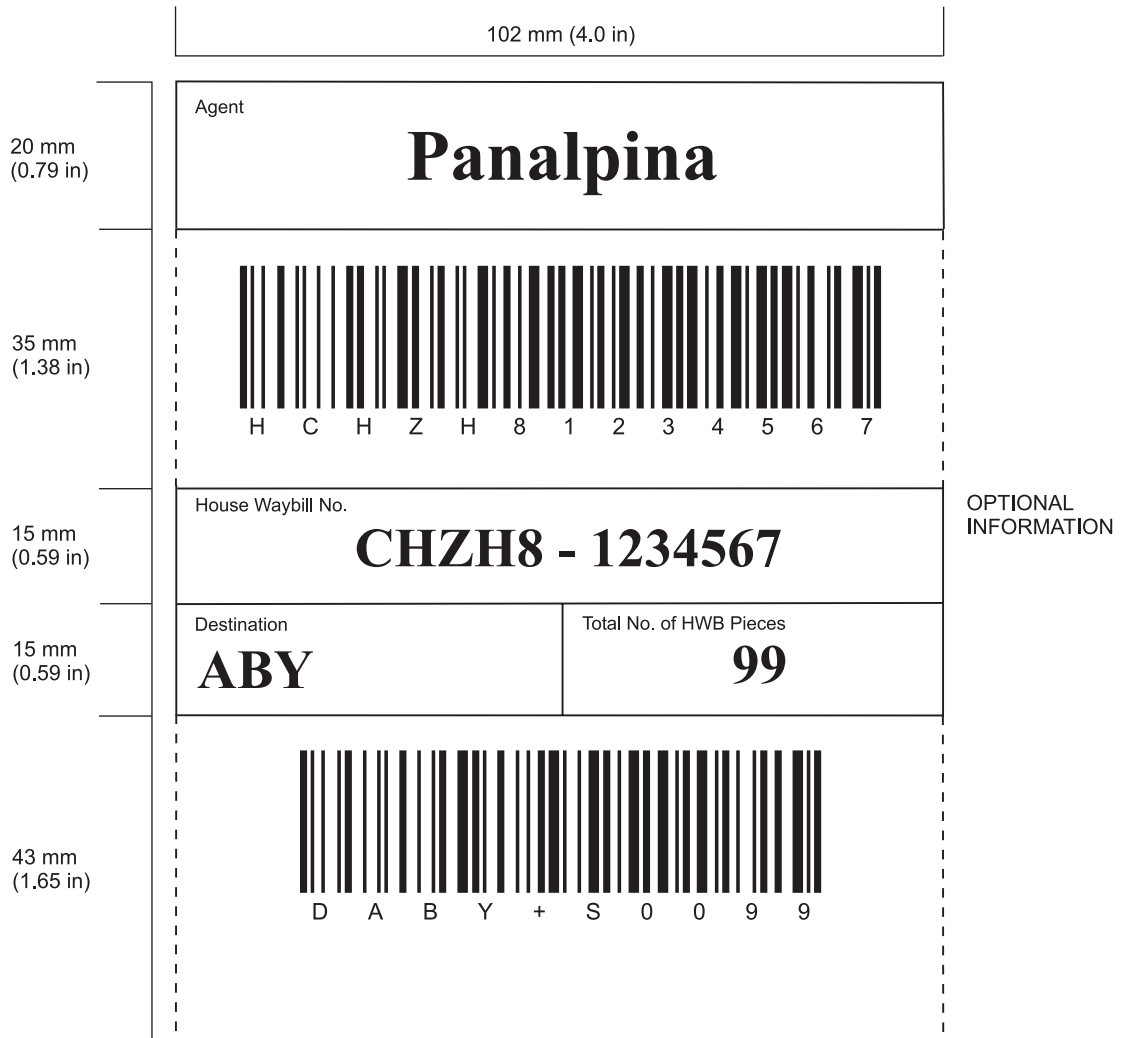
RESOLUTION 606
Attachment 'D'

BAR CODED LABEL

102 mm (4.0 in)					
20 mm (0.79 in)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Airline</td> <td style="text-align: center; padding: 10px;">Air France</td> </tr> </table>	Airline	Air France		
Airline	Air France				
35 mm (1.38 in)	 <p style="text-align: center; font-family: monospace; font-size: small;">0 5 7 2 2 2 2 2 2 2 2 0 0 0 0 1</p>				
15 mm (0.59 in)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Air Waybill No.</td> <td style="text-align: center; padding: 10px;">057 - 2222 2222</td> </tr> </table>	Air Waybill No.	057 - 2222 2222		
Air Waybill No.	057 - 2222 2222				
15 mm (0.59 in)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; padding: 5px;">Destination</td> <td style="padding: 5px;">Total No. of Pieces</td> </tr> <tr> <td style="text-align: center; padding: 10px;">JFK</td> <td style="text-align: center; padding: 10px;">2</td> </tr> </table>	Destination	Total No. of Pieces	JFK	2
Destination	Total No. of Pieces				
JFK	2				
43 mm (1.65 in)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Optional Information</td> </tr> </table>	Optional Information			
Optional Information					

Note: Boxes containing human readable information must be titled.

BAR CODED LABEL



Note: Boxes containing human readable information must be titled.

RESOLUTION 606a*

NON-BAR CODED LABEL

CSC(21)606a

Expiry: Indefinite
Type: B

RESOLVED that:

Section 1—General

1.1 For the carriage of cargo, unless a bar coded label in accordance with [Resolution 606](#) is used, identification label(s) in the form of a non-bar coded label shall be used and attached to each package, adjacent to the consignee's name and address where space permits.

In certain cases, more than one label may be required, such as when shipments have labels applied by different parties, e.g. shippers, forwarders, airlines, or when the amount of optional information does not fit onto the label stock in use. For example, a forwarder may add a label containing house waybill information, and a second label, containing air waybill information, may be subsequently added on shipment consolidation.

1.2 For the purposes of this Resolution, a non-bar coded label is one which does not contain bar codes. The label may be preprinted and completed manually, but in some cases may be printed automatically on demand.

1.3 Notwithstanding **1.1**, the label need not be used for online carriage of cargo.

1.4 Labels shall contain the following mandatory information:

- 1.4.1** airline name;
- 1.4.2** air waybill number;
- 1.4.3** destination;
- 1.4.4** total number of pieces.

1.5 Labels may contain *optional* information; for example:

- 1.5.1** airline insignia;
- 1.5.2** transfer points;
- 1.5.3** piece number;
- 1.5.4** weight of this piece;
- 1.5.5** total weight of this shipment;
- 1.5.6** house waybill number;
- 1.5.7** house waybill piece number;
- 1.5.8** handling information;
- 1.5.9** origin;

1.5.10 total number of house waybill pieces;

1.5.11 total weight of house waybill pieces;

1.5.12 product name;

1.5.13 other information which may be added at the user's discretion.

1.6 Label quality should be of a type with equal or better characteristics than commonly used in preprinted cargo labels. These specific characteristics include:

- 1.6.1** adhesion holding power;
- 1.6.2** service temperature range;
- 1.6.3** moisture resistance.

Section 2—Technical Specifications

2.1 A specimen label, showing the location and labeling of the various boxes, is shown in [Attachment 'A'](#) of this Resolution.

2.2 The dimensions of the label and information entered shall be as follows:

2.2.1 the minimum dimensions of individual boxes shall be 76 mm in width and 20 mm in height;

2.2.2 where two boxes are shown horizontally alongside each other, they may be less than 76 mm but at least 38 mm in width;

2.2.3 the minimum height of the information entered in the boxes shall be 5 mm.

Section 3—Completion

3.1 The circled numbers to the right of the titles below, correspond with the numbers in the boxes of the specimen label illustrated in [Attachment 'B'](#) of this Resolution.

3.2 The completion of the *mandatory* boxes on the label shall be as shown below:

3.2.1 Airline Name 1

The airline name.

3.2.2 Air Waybill Number 2

The air waybill number of the shipment. The serial number may be shown as two groups of four digits.

3.2.3 Destination 3

The IATA three-letter code of the airport of destination. When the airport code is unknown or the city is served by more than one airport the IATA three-letter city code may be used.

* This Resolution is in the hands of all IATA Cargo Agents.

3.2.4 Total No. of Pieces ⁴

The total number of pieces comprising the consignment.

3.3 When used, completion of the optional information on the labels shall be as follows:

3.3.1 Airline Insignia ¹

The airline insignia.

3.3.2 Transfer Points ⁵

The IATA three-letter code of the airport(s) of transfer. When the airport code is unknown or the city (cities) is (are) served by more than one airport the IATA three-letter city code may be used.

3.3.3 Piece Number ⁶

The air waybill piece number.

3.3.4 Weight of this Piece ⁷

The weight of the specific package to which the label is attached, together with the unit of weight (K or L).

3.3.5 Total Weight of this Shipment ⁸

The total weight of the shipment, together with the unit of weight (K or L).

3.3.6 Handling Information ⁹

Any information which pertains to the handling of the shipment.

3.3.7 HWB No. ¹⁰

The house waybill (HWB) number.

3.3.8 HWB Piece No. ¹¹

The house waybill (HWB) piece number.

3.3.9 Origin ⁶

The IATA three-letter code of the airport of origin. When the airport code is unknown or the city is served by more than one airport the IATA three-letter city code may be used.

3.3.10 Total No. of HWB Pieces ¹³

The total number of pieces comprising the shipment being shipped under this house waybill.

3.3.11 Total Weight of HWB Pieces ¹⁴

The total weight of pieces represented by the house waybills, together with the unit of weight (K or L).

3.3.12 Product Name ¹⁵

The marketing name associated with the type of freight movement.

3.3.13 Other Information ¹⁶

Information which may be added at the user's discretion.

RESOLUTION 606a
Attachment 'A'

NON-BAR CODED LABEL

AIRLINE NAME/INSIGNIA <i>(optional)</i>	
AIR WAYBILL NO.	
DESTINATION	TOTAL NO. OF PIECES
TRANSFER POINTS <i>(optional)</i>	PIECE NUMBER <i>(optional)</i>
WEIGHT OF THIS PIECE <i>(optional)</i>	TOTAL WEIGHT OF THIS SHIPMENT <i>(optional)</i>
HANDLING INFORMATION <i>(optional)</i>	
HWB NO. <i>(optional)</i>	HWB PIECE NO. <i>(optional)</i>
ORIGIN <i>(optional)</i>	TOTAL NO. OF HWB PIECES <i>(optional)</i>
TOTAL WEIGHT OF HWB PIECES <i>(optional)</i>	PRODUCT NAME <i>(optional)</i>
OTHER INFORMATION	

Note: Each box appearing on the label must be titled.

RESOLUTION 606a
Attachment 'B'

NON-BAR CODED LABEL

AIRLINE NAME/INSIGNIA <i>(optional)</i>		1
AIR WAYBILL NO.		2
DESTINATION	TOTAL NO. OF PIECES	3 4
TRANSFER POINTS <i>(optional)</i>	PIECE NUMBER <i>(optional)</i>	5 6
WEIGHT OF THIS PIECE <i>(optional)</i>	TOTAL WEIGHT OF THIS SHIPMENT <i>(optional)</i>	7 8
HANDLING INFORMATION <i>(optional)</i>		9
HWB NO. <i>(optional)</i>	HWB PIECE NO. <i>(optional)</i>	10 11
ORIGIN <i>(optional)</i>	TOTAL NO. OF HWB PIECES <i>(optional)</i>	12 13
TOTAL WEIGHT OF HWB PIECES <i>(optional)</i>	PRODUCT NAME <i>(optional)</i>	14 15
OTHER INFORMATION		16

Note: Each box appearing on the label must be titled.

RESOLUTION 607*

STANDARDS FOR LABELS AND TAGS FOR SPECIAL SHIPMENTS

CSC(32)607

Expiry: Indefinite

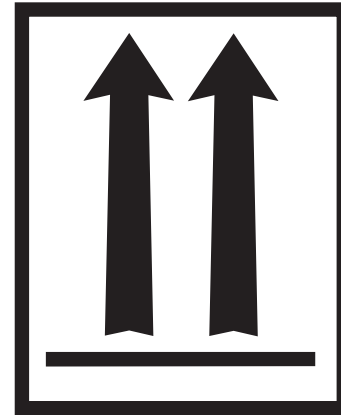
Type: B

RESOLVED that:

1. Members desiring to use labels or tags for special consignments shall use the labels or tags set forth herein. In the case of dangerous goods the use of labels as per Attachment 'A' to [Resolution 618](#), in the case of live animals as per Attachment 'A' to [Resolution 620](#), or in the case of perishables, including time and temperature sensitive goods, as per Attachment 'A' to [Resolution 622](#) is mandatory.
2. The outside measurements of these labels and tags (except the "This Way Up" label) shall be not less than 74 mm (2 15/16 in) in width by 105 mm (4 1/8 in) in height.
3. The colours, symbols, language, wording and form of the labels and tags and the respective classification of the special consignments they cover shall be as set forth in [Attachment 'A'](#).
4. Where space permits, the standard labels and tags for special shipments shall be attached adjacent to the consignee's name and address.
5. Notwithstanding [Paragraphs 2](#) and [3](#), Members shall use the labels and tags shown in [Attachment 'A'](#) not later than when replacing their present stock of labels and tags.
6. Not more than two languages may be shown on the labels in [Attachment 'A'](#) provided that one language must be English.

RESOLUTION 607

Attachment 'A'



Name of Label: Package Orientation (This Way Up)
 Description: Red or Black on a contrasting background. Dimensions not less than 74 mm (2 15/16 in) in width by 105 mm (4 1/8 in) in height.
 Optional: Carrier identification may be printed outside the border of the label.



Name of Label: Perishable
 Description: White with blue symbols and white printing. Dimensions not less than 74 mm (2 15/16 in) in width by 105 mm (4 1/8 in) in height.
 Language: Carrier's name only (optional).

* This Resolution is in the hands of all IATA Cargo Agents.

upon receipt by the first and/or issuing carrier at the airport of departure of a confirmation of successful corrective action taken and reported by the delivering carrier.

GOVERNMENT RESERVATIONS

ZAMBIA

For shipments from/to Zambia, modification from "charges pre-paid" to "charges collect" basis or vice versa at any stage after the issue of the original air waybill, may be made only against delivery of specific written authority for such modification, issued by the Zambian Government Department which issued the import/export permit/licence. (24.8.1977)

RESOLUTION 614*

PROCEDURES FOR DISBURSEMENTS

CSC(18)614
CSC(19)614

Expiry: Indefinite
Type: B

RESOLVED that:

1. For the purposes of this resolution, a disbursement is an amount(s) collected at destination, for the provision of services incurred at origin incidental to the air carriage of the consignment. Such services will be limited to prior transportation, handling and documentation.
2. The disbursement is collected by the last carrier and is due to the issuing carrier for payment to an agent or to another carrier where such amount(s) relate to services performed prior to air carriage from the point of departure indicated on the air waybill or in the shipment record.
3. Where applicable, charges for collection of disbursements shall be levied in accordance with Resolutions 509 and 509e.
4. Such disbursement amount(s) must be entered on the air waybill or in the shipment record in accordance with [Resolution 600a](#), Attachment 'B'. These disbursement amount(s) and applicable charge shall be shown separately on the air waybill or in the shipment record in the following manner:
 - 4.1 each separate disbursement amount shall be entered as due agent or due carrier in the "Other Charges" box in accordance with [Resolution 600a](#);
 - 4.2 the disbursement charge levied in accordance with Resolutions 509 and 509e shall be entered as an amount due carrier in the "Other Charges" box in accordance with [Resolution 600a](#);
 - 4.3 the total of the amounts in accordance with 4.1 and 4.2 shall be entered in the "Total Other Collect Charges Due Agent" or "Total Other Collect Charges Due Carrier" box;
 - 4.4 no amendment of the disbursement amount(s) shall be permitted except that if the shipper or his agent requests an amendment in writing prior to the delivery of the consignment to the consignee or his agent, and following collection of such amended amount from the consignee, the difference resulting from the amendment may be settled at origin.
5. Where the disbursement amount and applicable charge cannot be collected from the consignee and have therefore been debited to the issuing carrier, these amounts shall be recharged to the shipper or agent, under the provisions of [Resolution 801r](#) when applicable.

* This Resolution is in the hands of all IATA Cargo Agents.

RESOLUTION 618***IATA DANGEROUS GOODS REGULATIONS**

CSC(06)618

Expiry: Indefinite

Type: B

RESOLVED that:

1. In scheduled and/or unscheduled operations, no dangerous goods shall be accepted and carried unless they comply fully with the international standards and recommended practices of Annex 18 to the Convention on International Civil Aviation—"The Safe Transport of Dangerous Goods by Air" and its associated Technical Instructions as reflected in the "IATA Dangerous Goods Regulations" as set forth in Attachment 'A'¹. In cases of extreme urgency, when other forms of transport are inappropriate, or full compliance with the prescribed requirements is contrary to the public interest, the States concerned² may grant exemptions from these requirements; provided that in such cases every effort shall be made to achieve an overall level of safety in transport which is equivalent to the level of safety provided by the applicable Regulations.

GOVERNMENT RESERVATIONS**UNITED KINGDOM**

1. In regard to [Resolutions 618, 619, 745, 745a, 745b and 801](#), or any other Resolution dealing with the carriage of dangerous goods or weapons, fire arms and ammunition, as cargo or by passengers, the legislation in the UK takes precedence over these Resolutions. The UK legislation is contained in Air Navigation Order and the Air Navigation (Dangerous Goods) Regulations (April 1985).

RESOLUTION 620***IATA LIVE ANIMALS REGULATIONS**

CSC(18)620

Expiry: Indefinite

Type: B

RESOLVED that:

1. The acceptance, packing and handling of live animals for transportation by air shall be in accordance with the principles and provisions as specified in the IATA Live Animals Regulations, as set forth in Attachment 'A'¹.

2. Notwithstanding the foregoing, Members may accept consignments of live animals according to criteria different from, but of no less a standard than, those in Attachment 'A', for the type of animals to be transported.

3. Nothing in this Resolution shall obligate any Member to comply with these principles and provisions for the acceptance and carriage of live animals in full aircraft loads.

4. Members shall inform the IATA Live Animals and Perishables Board of new species being carried in order that criteria can be established for the acceptance and carriage of such species.

GOVERNMENT RESERVATIONS**CANADA**

1. Such criteria, standards, charges, rates or conditions of carriage which may be specified in the IATA Live Animals Manual shall not apply in respect of transportation to or from Canada unless clearly provided for in the carrier's tariff in effect and on file with the National Transportation Agency of Canada. (17.1.74)

* This Resolution is in the hands of all IATA Cargo Agents.

¹ Attachment 'A' has been promulgated by IATA as a separate document.

² The States concerned are the States of origin, transit, overflight and destination of the consignment and the State(s) of the operator.

* This Resolution is in the hands of all IATA Cargo Agents.

¹ Attachment 'A' has been promulgated by IATA as a separate document.

RESOLUTION 670*

CARGO ELECTRONIC DATA INTERCHANGE MESSAGE STANDARDS

CSC(32)670

Expiry: Indefinite
Type: B

RESOLVED that:

1. For the interchange of cargo messages between IATA Members, A4A Members and third parties, including customs administrations, messages shall be composed in accordance with the IATA/A4A Cargo Interchange Message Procedures (Cargo-IMP) Manual set forth in Attachment 'A'¹, the IATA Cargo-FACT Message Manual set forth in [Recommended Practice 1672](#), Attachment 'A', or the IATA Cargo-XML Message Manual set forth in [Recommended Practice 1675](#), Attachment 'A'.

2. For the interchange of cargo messages between IATA Members and customs administrations, development and composition of messages shall be in accordance with the guidelines as specified in [Resolution 656](#).

3./3.1 Cargo messages solely between third parties may be published in the IATA/A4A Cargo-IMP Manual, the IATA Cargo-FACT Message Manual and/or the IATA Cargo-XML Message Manual, provided such messages are fully compliant with the message standards and that there is a clearly identified benefit to Members.

3.2 Message development requests from third parties will only be considered if submitted through, and championed by, a Member airline who will present the business case and data requirements.

RESOLUTION 671

CHANGES TO CARGO INTERCHANGE MESSAGE PROCEDURES (CARGO-IMP)

CSC(18)671

Expiry: Indefinite
Type: B

RESOLVED that:

1. Proposals for new messages or amendments to existing messages or text published in the IATA/A4A Cargo Interchange Message Procedures Manual (Cargo-IMP) ([Resolution 670](#), Attachment 'A') may be submitted to the Secretary, Cargo Services Conference at any time on the standard form shown at [Attachment 'A'](#). Such proposals shall be circulated to all members of the Cargo Operations and Technology Board (COTB) for consideration and agreement.

2. Members of the COTB shall consider all such proposals referred to them.

3. If agreed by members of the COTB, direct the Secretariat to prepare, in conjunction with the proponent, complete technical solution to the business case previously approved by the COTB, using the data requirements provided with the message request. This solution will then be submitted to all current members of the Cargo Data Interchange Task Force for technical review and assessment.

4. If such proposal is found to be technically acceptable, they shall be circulated to all Members by Notice of Amendment in accordance with the procedures detailed in [Resolution 601](#).

5. If rejected by members of the COTB or found not to be technically acceptable, refer the proposal to the proponent with justification for such rejection.

6. The Secretariat shall arrange for the publication of new messages or agreed amendments to existing messages either on an annual basis or as required in consultation with the members of the COTB.

7. Where a message is proposed and accepted by the COTB as a "draft message", the message will be clearly designated as a "draft subject to revision" and will not be declared effective. If and when the message is considered to be stable, a new proposal may be submitted.

* This Resolution is in the hands of all IATA Cargo Agents.

¹ Attachment 'A' has been promulgated by IATA as a separate document.

INSTRUCTIONS FOR COMPLETION

Data ID—organise data by logical, related groups and enter either:

- an upper case letter to identify the data group;
- or a sequential number for each data element.

Data Description—enter a concise, meaningful description of the data group or the data element.

Form—enter the character type (a—alpha, n—numeric, an—alphanumeric, d—decimal, t—text) for the data element and the number, or minimum/maximum range, e.g. 4...8, of characters.

Status—enter one of the following statuses for the data group or data element:

- M**—mandatory (must be included);
- C**—conditional (must be included if the indicated condition is met);
- O**—optional (may be included).

The status of the data element is relevant to the status of the data group. For example, within an optional data group, the condition for a conditional data element only applies if the optional data group is included.

For EDIFACT messages, only mandatory and conditional statuses apply.

Condition—if the status of the data group or element is "C", enter the condition for the inclusion of the data group or data element. The condition must be related strictly to the existence, or non-existence, of other data within the message.

Note—if further explanation for a data group or data element is required, enter a sequential reference number and include the explanatory note on a separate sheet of paper.

Repeat Information—if multiple occurrences of data are allowed, complete this as follows:

Data—enter the Data ID, or range of Data IDs, of the data group(s) or data element(s) that can be repeated;

Times—enter the number of times the data can be repeated. If unlimited occurrences are allowed, enter "U";

Within—for data repetition within a data group or within another data repetition range, enter the Data ID, or range of Data IDs, of the data group(s).

EXAMPLE OF CARGO EDI DATA REQUIREMENTS FORM

Data ID	Data Description	Form	Status	Condition	Note	Repeat Information		
						Data	Times	Within
A	AGENT DATA		M			A-H	U	
1	Agent's Code	n7	M					
2	Agent's CASS Address	n4	M					
3	Agent's Reference	t14	O					
B	AWB DATA		M			B-H	U	A-H
4	Airline's Code	n3	M					
5	AWB Serial Number	n8	M					
6	AWB Origin	a3	M					
7	AWB Destination	a3	M					
8	Unit of Weight (K or L)	a1	M					
9	Weight	d7	M					
10	Date (DMY) of AWB Issue	an7	M					
11	Currency Code	a3	M					
12	Conversion Rate	d11	O					
13	AWB Indication	a2	O					
14	Agent's Reference	t14	O					
C	CHARGES DATA		M		1			
15	Charge	d12	M			15-16	4	C
16	Prepaid/Collect Indicator	a1	M					
D	BILLING DATA		M					
17	Net Billing Amount	d12	M					
18	Net Credit Indicator	a1	O					
E	TAX DATA		O					
19	Tax Calculation Indicator	a1	C	20-23 excluded				
20	Tax Identification	a2	C	19 excluded		20-23	U	E
21	Tax Entitlement Indicator	a1	C	19 excluded				
22	Tax Amount	d12	C	19 excluded				
23	Tax Credit Indicator	a1	O		2			
F	COMMISSION DATA		O					
24	No Commission Indicator	a1	C	25 and 26 excluded				
25	Commission Amount	d12	C	24 and 26 excluded				
26	Commission Percentage	d12	C	24 and 25 excluded				
G	SALES DATA		O					
27	Sales Incentive Amount	d12	O					
28	Negative Incentive Indicator	a1	O		3			
H	FREE TEXT DATA		O					
29	Free text	t65	O			29	3	H

Note 1: Only the following charges may be included in Charges Data: Weight, Valuation, Other Charges due Agent and Other Charges due Carrier. At least one of these must be included, but all four may be included.

Note 2: If 22 included.

Note 3: If 27 included.

RECOMMENDED PRACTICE 1600t

USE OF BAR CODES AND BAR CODE EQUIPMENT IN CARGO APPLICATIONS

CSPC(21)1600t

Expiry: Indefinite
Type: B

RECOMMENDED that:

1. Where Members wish to use bar codes on cargo traffic documents, labels and ancillary equipment, any of the following three Uniform Symbol Specifications (USS) may be used:

1.1 Code 39, where the requirement is for discrete alphanumeric applications;

1.2 CODABAR, where the requirement is for discrete numeric applications; and

1.3 Code 128, where the requirement is for full ASCII character set or double density numeric applications.

2. The technical specifications of these three symbologies are those embodied in the Association of Identification Manufacturers (AIM) and ISO Standards. These specifications are nominated Attachments 'A', 'B' and 'C' and are available from AIM.

3. Where Members have bar codes preprinted on documents, labels, etc. the code shall comply with the dimensions and tolerances defined in the AIM/ISO Standards described above.

4. Where Members use dot matrix or other similar equipment to print bar codes on labels, the equipment should be set up to print as near as possible to the dimensions and tolerances defined in the AIM/ISO Standards described above.

RESOLUTION 801c

IATA/FIATA CONSULTATIVE COUNCIL

△ CAC(MV C107, CAC/51)801c Expiry: Indefinite
(except USA) (amended) Type: B
CAC(MV C107, CAC/51)801c
(amended)
CAC(MV C107, CAC/51)801c
(amended)

1. AUTHORITY AND TERMS OF REFERENCE

1.1 The IATA/FIATA Consultative Council (the Council) is hereby established and composed of representatives from IATA Members and from the International Federation of Freight Forwarders Associations (hereinafter referred to as 'FIATA'). The Council is a permanent body, meeting under the auspices of IATA;

1.2 the Council is empowered to initiate, consider and make recommendations to the appropriate Cargo Procedures Conference on issues affecting the Carrier/Agent-Intermediary relationship. The Cargo Procedures Conferences are under no obligation to act in accordance with such recommendations. However the Cargo Procedures Conferences shall inform the Council of actions taken with reasons in cases where these do not follow a majority recommendation of the Council;

1.3 the IFCC shall review all proposals, including those submitted by mail vote, made to the Cargo Agency Conference to introduce new, or to amend existing, provisions of the Cargo Agency/Intermediary Rules;

1.4 where the IFCC agrees that a proposal is worthy of adoption, it shall recommend to the Conference that the proposal be incorporated within the Cargo Agency/Intermediary Rules.

2. COMPOSITION

2.1 The Council is composed of:

△ 6 IATA Members (3 persons from the C-CMG) and 6 FIATA Members;

2.2 IATA Members shall be appointed by the Cargo Procedures Conferences, ensuring an appropriate representation of individuals from both the Cargo Agency and Cargo Services Conferences, for a two-year term and shall be elected from persons of highest competence and experience occupying positions dealing with matters affecting the Carrier/Agent-Intermediary relationship. Individuals so designated shall serve personally and shall not designate an alternate. If a designated individual or his company advises the Agency Administrator that he is unable to serve or continue to serve on the Council, the Agency Administrator or his/her designated authority shall appoint a substitute;

2.3 The 6 FIATA voting Members on the Council shall be designated by the Chairperson of the Airfreight Institute of FIATA. Individuals with appropriate competencies should be appointed for a two-year term. Any changes to the FIATA voting Members, including the appointment of an alternate(s), should be notified in advance of any meeting to the IFCC Chairperson and IATA, as Secretary.

the recommendation of a majority of the IFCC, the mail vote results shall also note the IFCC was not in agreement with the proposed change.

3. PROCEDURES

3.1 The Council meets at such times when called by the Chairperson with the concurrence of the majority of the Council, subject to the availability of the IFCC voting members;

△ **3.2** the Council shall elect its own Chairperson, for a two-year term. The position of Chairperson shall be non-voting. In the event that the Chairperson is elected from voting members, an alternative voting member shall be nominated to take the voting seat vacated by the Chairperson. Multiple terms may be served, subject to successful IFCC re-election;

3.3 the quorum shall consist of at least 3 IATA Members and 3 FIATA Members;

3.4 the Chairperson may invite observers to attend;

3.5 the Council determines its own working rules. The Secretary is provided by the Agency Administrator from the IATA Secretariat;

3.6 except as in [Paragraph 4.2](#), as the Council's acts are in the form of recommendations, formal voting procedures and counts are not necessary; however, dissenting opinions may be recorded and included in the report.

4. CARGO AGENCY AGREEMENT

4.1 The Council shall review all proposals made to the Cargo Procedures Conferences to introduce new, or to amend existing, provisions of Resolutions contained in the Cargo Agent's Handbook and may make recommendations to the Conference on those proposals;

4.2 Notwithstanding [Paragraph 1.2](#), subsequent to any Cargo Agency Conference, changes to the Cargo Agency Conference Resolutions, adopted, but not yet declared effective, by the Cargo Agency Conference, will be reviewed by the Council upon the request of a member prior to the date of effectiveness. If a majority of those present at the Council meeting prior to the effective date, continue to recommend that any such changes not be implemented, Conference shall hold a mail vote to either (a) suspend the date of effectiveness of such changes in accordance with the Council's recommendation or (b) maintain the date of effectiveness of the Resolution. Such mail vote shall include a statement of concerns and/or recommendations from the IFCC. If the Conference decides by such mail vote to suspend the date of effectiveness, the proposed changes shall be subject to further discussion through the IFCC and Conference consultative mechanism(s) or as otherwise directed by Conference. If the Conference decides to proceed against

RESOLUTION 801r

REPORTING AND REMITTANCE PROCEDURES

- △ CAC(MV C108, CAC/51)801r Expiry: Indefinite
(except USA) (amended) Type: B
CAC(MV C108, CAC/51)801r
(amended)
CAC(MV C108, CAC/51)801r
(amended)

WHEREAS the Cargo Agency Rules ([Resolutions 801, 803, 805, 807, 809](#) and the Air Cargo Programme Rules [Resolution 813zz](#), as applicable) provide in their respective Sections on reporting and remitting procedures, defaults and related matters, both under the Cargo Accounts Settlement System (CASS) and outside the CASS; (Sections 6, 7 and 8 or 7, 8 and 9 as applicable), and

WHEREAS the Conference wishes to deal with the aforesaid matters in a single Resolution and thus ensure that notwithstanding variations in the Cargo Agency Rules or Air Cargo Programme Rules, the rules governing these matters shall be applied in a consistent manner, it is

RESOLVED that the following Procedures are adopted and shall be applied in conjunction with the applicable Cargo Agency Rules or Air Cargo Programme Rules.

Section 1—Collection of Funds; Irregularities and Default (other than under Cargo Accounts Settlement System—CASS-Export) (except Australia)

This Section applies to all Agents except that in the country/area of a CASS-Export it shall apply to Agents in that country/area solely with respect to sales made on behalf of Members not participating in such CASS-Export.

1.1 WHEN MONIES DEEMED DUE

Monies payable at origin shall be deemed due by an Agent to a Member when the Air Waybill is executed and shall be settled in accordance with the provisions of this Section; provided that in the event the Agent is declared bankrupt, placed in receivership or judicial administration, goes into liquidation or becomes subject to any other similar legal procedure affecting its normal operation, immediate settlement shall be made of all such monies;

1.2 REPORTING BASIS

1.2.1 an appointing Member may require an Agent to submit sales reports. Such sales reports shall include all supporting documents including copies of all issued Air Waybills;

1.2.2 Areas 1 and 3

Agents which are required by the appointing Member to submit sales reports, shall render sales reports and remit any monies due (or if no transactions took place, submit a 'no sales' report) not less than twice each month. One such sales report shall include all transactions in respect of which Air Waybills were issued during the period from the first to the 15th day of the month, and the other such sales report shall include all such transactions during the period from the 16th to the last day of the month:

1.2.2.1 The Agent shall send the remittances as well as the sales report and all supporting documents so as to reach the Member not later than 30 days (15 days in Pakistan) after the end of the period covered by the report ('the reporting period'). The date on which monies shall be remitted shall be called 'the remittance date',

1.2.3 Area 2 only (except countries where [Resolution 801re](#) is applicable)

Agents which are required by the appointing Member to submit sales reports, shall render sales reports and remit any monies due (or if no transactions took place, submit a written 'no sales' report) so as to reach the Member not later than 30 days after the end of the calendar month, (the reporting period), in which the Air Waybill was issued by the Agent. The date on which monies shall be remitted shall be called 'the remittance date';

1.2.4 notwithstanding anything in [Subparagraph 1.2.2](#) or [1.2.3](#) of this Paragraph, with respect to its own reports and/or remittances, a Member may establish a greater

frequency than that prescribed herein, in which case such Member may elect to use the shorter period which results as a basis for determining the Agent's irregularities pursuant to [Paragraph 1.6](#) of this Section.

1.3 BILLING BASIS

1.3.1 Agents which are not required by the appointing Member to submit sales reports, shall be billed by the Member within a reasonable time (in countries in which [Resolution 805](#) has been implemented, not later than the 20th day) after the end of the calendar month in which the Air Waybill or other transportation document was accepted by the Member (the billing period). Remittances shall be made by the Agent to reach the Member not later than 30 days (15 days in Pakistan) after the end of the billing period. Such date shall be called the remittance date;

1.3.2 Notwithstanding anything in [Subparagraph 1.3.1](#) of this Paragraph, with respect to its own billings and/or remittances, a Member may establish a greater frequency than that prescribed herein, in which case such Member may elect to use the shorter period which results as a basis for determining the Agent's irregularities pursuant to [Paragraph 1.6](#) of this Section.

1.4 STANDARD FORMS

1.4.1 The billing of each Member which bills an Agent in accordance with [Paragraph 1.3](#) hereof shall be in the form of the Cargo Sales Invoice/Adjustment prescribed in [Attachment 'A'](#) or Attachment 'B' hereto as appropriate;

1.4.2 each Member which requires an Agent to submit a sales report in accordance with [Paragraph 1.2](#) of this Section shall require such sales report to be in the form of the Cargo Sales Invoice/Adjustment prescribed in [Attachment 'A'](#) or Attachment 'B' hereto as appropriate;

1.4.3 where a Member, a CASS Settlement Office acting on behalf of a Member or an Agent uses electronic means to prepare billings or sales reports pursuant to this Section, the headings and general column layout of Cargo Sales Invoice/Adjustment forms prepared in such manner shall be in conformity with the format prescribed in [Attachment 'A'](#) or Attachment 'B' hereto as appropriate;

1.4.4 charges due Agent entered on an Air Waybill in accordance with [Resolution 600a](#) to be collected by a Member on behalf of an Agent shall be settled with the Agent by offsetting the charges due Agent against the other charges due on the Cargo Sales Invoice/Adjustment form on which that Air Waybill is reported or billed.

1.5 REMITTANCE DATE AND FREQUENCY IN THE COUNTRY/AREA OF CASS-EXPORT

1.5.1 With respect to any Agents in the country/area of a CASS-Export, notwithstanding anything contained in [Paragraphs 1.2](#) and [1.3](#) of this Section, remittances to Members not participating in such CASS-Export shall be

made with the same frequency and by the same remittance dates as prescribed in such CASS-Export;

1.5.2 AREA 3 AND COUNTRIES IN AREAS 1 AND 2 IN WHICH [RESOLUTION 803](#) OR [RESOLUTION 805](#) HAS BEEN IMPLEMENTED, the period of ten days or of ten calendar days specified in [Subparagraphs 1.7.4](#), [1.7.5](#) and [1.7.6](#) of this Section, shall be replaced by the grace period established by the Cargo Agency Conference in respect of such CASS-Export pursuant to the provisions of Section 2, [Paragraph 2.6](#) of this Resolution.

1.6 NOTIFICATION OF IRREGULARITY

1.6.1 Overdue Sales Report remittance

If a sales report and remittance (or where applicable a 'no sales' report) due from an Agent in a specific country is not received by the remittance date, the Member shall immediately send to the Agent by registered mail, with copy to the Agency Administrator, a notice of irregularity in the form prescribed by the Agency Administrator;

1.6.2 List of Irregularities

at the end of each reporting or billing period, the Agency Administrator shall compile a list of the names and addresses of all Agents to which such notices were sent during the previous reporting or billing period, and shall send a copy of such list to each Member; provided that if a Member erroneously sent such a notice to an Agent, it shall request the Agency Administrator to so notify all Members immediately;

1.6.3 Irregularity in CASS-Export Country/Area

where a Member sends an Agent a notice of irregularity under this Section and such Agent is situated in the country/area of a CASS-Export, the Member shall simultaneously notify the local CASS Management by copy of the communication sent to the Agency Administrator.

1.7 DECLARATION OF DEFAULT

1.7.1 Default for Accumulated Irregularities—Non-CASS-Export Area

If four instances of irregularity in respect of any Agent in a specific country are recorded on such lists during any 12 consecutive months, the Agency Administrator shall promptly notify the Agent and all Members that the Agent is in default in that country. Thereafter the procedure shall be as in [Paragraph 1.12](#) of this Section;

1.7.2 Accumulated Irregularities—CASS-Export Area

if four instances of irregularity including irregularities notified under [Section 2](#) of this Resolution in respect of any Agent in a specific country which is part of a CASS-Export area are recorded on such lists during any 12 consecutive months, the Agency Administrator shall:

1.7.2.1 when all such instances arose from overdue remittance or dishonoured cheque, immediately notify the Agent, the CASS Management and all Members that the Agent is in default in that country. Thereafter, the procedure shall be as in [Paragraph 1.12](#) of this Section;

1.7.2.2 when any of such instances arose from causes other than overdue remittance or dishonoured cheque, immediately initiate a review of the Agent by the Agency Commissioner and notify the Agent, the CASS Management, and all Members accordingly. If following such review, the Agent is retained on the Cargo Agency List and receives two additional notices of irregularity during the said 12-month period, the Agency Administrator shall immediately notify the Agent, the CASS Management, and all Members that the Agent is in default in that country. Thereafter the procedure shall be as in [Paragraph 1.12](#) of this Section;

1.7.3 Default for Accumulated Irregularities at Passenger Locations

where an IATA Cargo Agent in a specific country also has in such country only one Approved Location for passenger sales under the Passenger Sales Agency Rules applicable in that country, and such Approved Location is declared in default under those Rules by reason of accumulated irregularities, such IATA Cargo Agent shall also be deemed in default under these Rules. The Agency Administrator shall notify the Agent and all Members and the procedure of [Paragraph 1.12](#) of this Section shall apply;

1.7.4 Dishonoured Cheque

when an Agent in a specific country submits to a Member a cheque in payment for an Air Waybill(s) or any other document(s), and such cheque is dishonoured after the remittance date by nonpayment by the drawee bank, such Member shall immediately send to the Agent a notice of irregularity and demand payment forthwith. Such notice shall count as two listed instances of irregularity for the purposes of the lists provided for in [Subparagraph 1.6.2](#) of this Section. If payment is refused or cannot be obtained or if it is received more than ten calendar days after the remittance date, such Member shall immediately declare the Agent in default in that country by telegraphing the Agency Administrator and by sending a registered letter to the Agent, with copy to the Agency Administrator, in the form prescribed by the Agency Administrator;

1.7.5 Failure to Remit after Notice of Irregularity

if an Agent in a specific country fails to remit the monies due to any Member so as to reach the Member within the further period of ten days after the appropriate remittance date such Member shall immediately declare such Agent in default in that country by notifying the Agency Administrator;

1.7.6 Failure to Include Sales, Subsequent Discovery

if an Agent fails to record on its sales report any of the Air Waybills issued by it in the period involved and to remit monies due thereon and such failure is discovered after the remittance date applicable to such reporting period as specified in [Paragraph 1.2](#) of this Section, the following provisions shall apply:

1.7.6.1 on learning of such failure, the Member shall immediately send to the Agent by registered mail, with copy to the Agency Administrator, a notice of irregularity in the form prescribed by the Agency Administrator for the sales period in which such failure was discovered, requesting immediate settlement (if not yet made) of the amount involved in the failure. Such notice shall be recorded by the Agency Administrator on the list maintained for such purposes pursuant to [Subparagraph 1.6.4](#) of this Section, and shall have the same effect as other reported irregularities,

1.7.6.2 if payment of the amount required by [Subparagraph 1.7.6.1](#) above is received within a period of ten days from the date of such notice, then no further action is required by the Member,

1.7.6.3 if payment is not received from the Agent within the stipulated period, the Member shall immediately declare the Agent in default in that country and thereafter action shall be taken as described in [Paragraph 1.12](#) of this Section;

1.7.7 Notification of Default

1.7.7.1 where a Member declares an Agent in default under [Subparagraph 1.7.4](#), [1.7.5](#) or [1.7.6](#) of this Paragraph and such Agent is situated in the country/area of a CASS-Export, the Member shall simultaneously notify the local CASS Management of such declaration by copy of the communication sent to the Agency Administrator,

1.7.7.2 where an Agent in the country/area of a CASS-Export has been declared in default under [Subparagraph 1.7.1](#), [1.7.2](#) or [1.7.3](#) of this Paragraph, the Agency Administrator shall in addition notify the local CASS Management of the default,

1.7.7.3 upon declaration of default under [Subparagraph 1.7.4](#), [1.7.5](#), [1.7.6](#) or [1.7.7](#) of this Paragraph, the Agency Administrator shall immediately notify the Agent and all Members who have appointed the defaulting Agent. Similarly, he shall advise all Members. The Agency Administrator shall also by appropriate means inform the defaulting Agent of the effects of the default and request the Agent to submit an explanation of his failure to remit funds. Where the Agent is situated in the country/area of a CASS-Export a copy of such notice shall be sent to the local CASS Management confirming the default. Thereafter, Members shall act in accordance with [Paragraph 1.12](#) of this Section,

1.7.7.4 if an Agent is in default under [Section 2](#) of this Resolution, each Member which is not a CASS-Export Airline, but which has such Agent under appointment shall take default action in accordance with [Paragraph 1.12](#) of this Section;

1.7.8 Withholding or Withdrawal of Declaration of Default

1.7.8.1 if at any time after receipt of a declaration of default from a Member made in accordance with [Subparagraphs 1.7.5](#) and [1.7.6](#) of this Paragraph, the Agency Administrator becomes aware that there exists between the declaring Member and the Agent a dispute arising solely from amounts due or claimed to be due to the Member from the Agent, or vice versa, in respect of the reporting/billing period for which the notice of irregularity was sent and/or in respect of previous reporting/billing periods, the Agency Administrator shall withhold or withdraw, as the case may be, the declaration of default. If such declaration is withdrawn, the Agency Administrator shall terminate CASS suspension, where applicable and notify the Agent, all Members and, where applicable, the CASS Management accordingly. Upon receipt of such notification, Members shall pay any commission withheld from the Agent. The notice of irregularity giving rise to the withheld or withdrawn declaration of default shall be removed by the Agency Administrator from the list maintained pursuant to the provisions of Subparagraph 1.6.4 of this Section,

1.7.8.2 if a declaration of default made in accordance with [Subparagraph 1.7.5](#) of this Paragraph was the result of an error and the declaring Member so notifies the Agency Administrator and submits details in writing, the Agency Administrator shall withdraw the declaration of default and the procedures of [Subparagraphs 1.7.5](#) or [1.7.6](#) above shall apply.

1.8 COMPUTATION OF REMITTANCE PERIOD

In counting the remittance days to establish whether or not an irregularity or default has arisen under this Section, if the last day of the remittance period is a recognised weekly and/or other legal holiday, the terms of this Resolution shall be deemed to have been satisfied if payment is received on the first subsequent working day; provided that such last day may be postponed until the end of an intervening postal strike.

1.9 REMITTANCE DELAYED BY OFFICIAL GOVERNMENT ACTION

Notwithstanding any other provisions contained herein, an Agent shall not be sent a notice of irregularity or declared in default with respect to all or any part of a remittance to the extent that the Agent is unable to make full settlement because of official Government action which directly prevents such settlement; provided that the Agent demonstrates that the amount due has been made available for remittance at a recognised bank but cannot be remitted owing to such official Government action.

1.10 DEFAULT AS PASSENGER AGENT

If an IATA Cargo Agent in a specific country is also approved as Passenger Sales Agent under the Passenger Sales Agency Rules applicable in that country, and

such Agent is declared in default under those Rules (other than a default resulting from an accumulation of irregularities), such Agent shall also be deemed in default under these Rules. The Agency Administrator shall notify the Agent and all Members and the provisions of [Paragraph 1.12](#) of this Section shall apply.

1.11 DEFAULT UNDER CASS-EXPORT

If an Agent is in default under [Section 2](#) of this Resolution, each Member which is not a CASS-Export Airline, but which has such Agent under appointment shall take default action in accordance with [Paragraph 1.12](#) of this Section.

1.12 ACTION BY MEMBERS UPON NOTICE OF DEFAULT

1.12.1(a) On receipt of the notice from the Agency Administrator that an Agent is in default Members shall:

1.12.1(a)(i) demand an immediate accounting and settlement of all amounts due and outstanding whether or not the remittance date for payment thereof has arrived;

1.12.1(a)(ii) notify the Agency Administrator of all amounts owing to them by the Agent and thereafter advise the Agency Administrator whether proper accounting and settlement have been made;

1.12.1(a)(iii) withhold payment of any commission due to the Agent until otherwise notified by the Agency Administrator;

1.12.1(b) thereafter, if the declaration of default is not withdrawn pursuant to [Subparagraph 1.7.8](#) of this Section, the provisions of [Section 3](#) of this Resolution shall apply.

1.13 INDEMNITY TO IATA

Each Member giving notice of an Agent's failure to make remittance or other violations shall if such notice subsequently proves to be false, indemnify and hold harmless IATA from all damages and legal costs arising from acts performed in reliance on such notice. This provision shall not apply to damages or costs incurred in connection with an out of court settlement unless the Member responsible shall have consented to the settlement.

1.14 CHANGES TO REPORTING/REMITTING PROCEDURES

1.14.1(a) AREA 1 ONLY EXCEPT CANADA, FRENCH OVERSEAS DEPARTMENTS AND GREENLAND notwithstanding any provision to the contrary in this Section, the frequencies of Agents' reporting and remitting and/or the remittance date may be modified in response to changing economic circumstances under the following conditions:

△ **1.14.1(a)(i)** a permanent Economic Watch Panel shall be established in each country, consisting of an equal number of Members' financial and commercial experts,

including a representative of the national carrier(s), designated by the Agency Administrator. The Economic Watch Panel shall elect its Chairperson and establish its own procedures;

1.14.1(a)(ii) the Economic Watch Panel shall, in consultation with the recognized national cargo agents' association, determine the economic and financial indicators and the degrees of variation thereof warranting a reappraisal of the reporting/remitting frequencies and/or of the remittance date applicable in the country;

1.14.1(a)(iii) a meeting of the Economic Watch Panel may be called at any time on a 72-hour notice to conduct such reappraisal at the documented request of one of its members or of any Member having deposited stocks of its Air Waybills with Agents in the country. The Agency Administrator shall be notified of the meeting and shall designate a member of the IATA Secretariat to attend the meeting as adviser and Secretary;

1.14.1(a)(iv) if, in its opinion, the economic situation so warrants, the Economic Watch Panel may decide by unanimous vote of the members present to change with immediate effect the reporting/remitting frequencies and/or the remittance date; provided that the revised frequencies and/or date shall remain within the allowable margins set forth in the relevant provisions of this Section and shall be immediately notified to all Members by the Agency Administrator;

1.14.1(b) continued effectiveness of the Economic Watch Panel's decision pursuant to this Paragraph shall be subject to ratification by the Conference.

Section 2—Air Waybill Transmittals, Billings, Remittances and Collections, Defaults (under Cargo Accounts Settlement System—CASS-Export)

This Section is applicable to all Agents/Intermediaries registered for the country/area of a CARGO ACCOUNTS SETTLEMENT SYSTEM ('CASS-Export') with respect to sales on behalf of CASS-Export Airlines in such country/area.

2.1 GENERAL

2.1.1 When Monies Deemed Due

Monies payable at origin shall be deemed due by an Agent to a CASS-Export Airline when the Air Waybill is executed; such monies shall be remitted through the Settlement Office in accordance with the remittance frequency and dates prescribed in [Subparagraph 2.5.3](#) of this Section; provided that in the event the Agent/Intermediary is declared bankrupt, placed in receivership or judicial administration, goes into liquidation or becomes subject to any other similar legal procedure affecting its normal operation, immediate settlement shall be made of all such monies;

2.1.2 Settlement Office

for the purpose of these rules the term 'Settlement Office' shall mean the institution which processes Agents' accountable transactions to produce statements in the form of billings, collects Agents'/Intermediaries' remittances in respect of such billings and disburses them to the CASS-Export Airlines to which monies are due. Where the processing of accountable transactions and the collection/disbursement of monies are carried out by two separate institutions, the term 'Settlement Office' shall mean those institutions either collectively or individually.

2.2 REPORTING PERIOD, REPORTING DATE AND SUBMISSION DATE

The Cargo Agency Conference shall set the length of the reporting periods applicable to each CASS-Export. There shall be two reporting periods per month, unless the Cargo Agency Conference establishes a greater frequency. A reporting period shall as a general rule be seven to ten calendar days in length, but shall in principle not exceed 16 calendar days. The last day of the reporting period is hereinafter called 'the reporting date'. The reporting period shall run from the close of business on each reporting date to the close of business on the next reporting date. The Air Waybill Transmittals shall be forwarded by the CASS-Export Airline so as to be in the possession of the Settlement Office by the Settlement Office's close of business on a date falling shortly after the reporting date and which shall be set by the ISS Management, or if the Settlement Office is closed for business on such date, by the close of business of the Settlement Office on the first subsequent day on which the Settlement Office is open for business. The close of business of the Settlement Office on the day by which Air

Waybill Transmittals are required to be in the possession of the Settlement Office under the provisions of this Subparagraph is hereinafter referred to as 'the submission date';

2.2.1 Intentionally Left Blank

2.2.2 Billing Participants

2.2.2.1 the Billing Participant shall submit to the Settlement Office by magnetic tape, disc or other electronic means the accountable transactions made on its behalf by its Agents subject to that CASS-Export during the billing period;

2.2.2.2 AREA 2 ONLY (except countries where [Resolution 801re](#) is applicable): notwithstanding the provisions of [Subparagraph 2.2.2.1](#) above, in a country/area where a CASS-Export is operating on a monthly remitting frequency, a Billing Participant may at its option submit magnetic tapes or discs to the Settlement Office monthly to enable the accountable transactions to be incorporated in the last billing of the remittance period.

2.2.3 CASS-EDI

2.2.3.1 a CASS-Export Airline that has opted to use CASS-EDI procedures shall ensure that all accountable transactions made by its Agents are in the possession of the Settlement Office so that they may be included in the appropriate Settlement Office Billings to these Agents.

2.3 BILLING

2.3.1 the Settlement Office shall compute and prepare a billing in respect of each Agent based on AWTs in accordance with the requirements of the Cargo Agency Conference. Such billings shall incorporate all accountable transactions with respect to each Agent/Intermediary;

2.3.2 the frequency at which the Settlement Office shall render such billings shall be established by the Cargo Agency Conference for each CASS-Export and shall be consistent with the remittance frequency established;

2.3.3 the time span covered by a billing hereunder shall be called the 'billing period';

2.3.4 the billing of each Member which bills an Agent/Intermediary in accordance with [Paragraph 1.3](#) hereof shall be in the form of the Cargo Sales Invoice/Adjustment prescribed in [Attachment 'A'](#).

2.4 INTENTIONALLY OMITTED

2.5 SETTLEMENT AND REMITTANCE DATE

2.5.1 Agents/Intermediaries shall remit monies due on Settlement Office billings directly to the Settlement Office. ISS Management may require the Agent/Intermediary to provide the necessary information and an authorisation form permitting the Settlement Office to draw cheques on

or otherwise debit the Agent's/Intermediary's bank account in favour of the International Air Transport Association, or the institution designated by the ISS Management, in payment of all amounts due to CASS-Export Airlines. Such authorisation shall be in the form prescribed from time to time by the ISS Management and shall be submitted by the Agent/Intermediary only once or for each remittance period. In the latter case the ISS Management shall require the Agent/Intermediary to specify the maximum amount, including an adjustment factor, for which the Settlement Office is authorised to debit the Agent's/Intermediary's account. The Agent/Intermediary shall give the ISS Management 30 days advance notice by certified or registered mail of its intention to change bank or bank accounts;

2.5.2 (except Australia) frequency of Agents'/Intermediary's remittance, remittance date and grace period for each CASS-Export shall be determined by the Cargo Agency Conference;

2.5.2.1 AREA 2 ONLY (except countries where [Resolution 801re](#) is applicable): the frequency so established shall be once or twice each month, or more frequently if the Cargo Agency Conference so determines; provided that the Conference may permit individual Agents to elect to remit at such greater frequency and for such length of time as the Conference shall deem appropriate;

2.5.2.2 AREAS 1 and 3 ONLY: the remittance frequency so established shall be twice each month or more frequently if the Cargo Agency Conference so determines;

2.5.3 (except Australia and Korea) remittance shall be made so as to reach the Settlement Office by its close of business on a date which shall be the 28th day following the last day included in the billing(s) under settlement unless, the Cargo Agency Conference establishes a different date which shall in no event be later than the 30th day; provided that the Cargo Agency Conference may permit individual Agents to remit on a different date, under such conditions and for such length of time as the Cargo Agency Conference shall deem appropriate, with such different dates being in no event later than the 30th day. Provided further that if the Settlement Office is closed for business on the date established pursuant to the foregoing provisions, remittance shall be made so as to reach it by its close of business on the first subsequent day it is open for business. The close of business of the Settlement Office on the day by which remittance is required to reach it under the provisions of this Subparagraph is hereinafter referred to as 'the remittance date';

2.5.3 AUSTRALIA ONLY: Remittance for billings for the period 1st to 15th of each month shall be made so as to reach the Settlement Office by its close of business on the 15th day of the subsequent month. Remittance for billings for the period 16th to the last day of each month shall be made so as to reach the Settlement Office by its close of business on the last day of the subsequent month. Provided that if the Settlement Office is closed for business on these dates, remittance shall be made so as to reach it by its close of business on the first subsequent day it is open for business. **Exception:** If the Settlement

Office is closed for business on the 30th of June, remittances normally due on that day shall be made so as to reach the Settlement Office by its close of business on the last day in June that it is open for business. Changes to the remittance date and frequency referred to in this paragraph or the grace period, which shall be four working days, referred to in [paragraphs 2.6.4.3](#) and [2.6.5](#) of Resolution 801r shall be made by the Cargo Agency Conference.

2.5.3 CHINA DOMESTIC ONLY: the remittance frequency so established shall be weekly. Remittance shall be made so as to reach the Settlement Office by its close of the business on a date which shall be the 7th day following the last day included in the billing(s) under settlement. Provided that if the Settlement Office is closed for business on these dates, remittance shall be made so as to reach it by close of business on the first day it is open for business.

2.5.3 JAPAN ONLY: For the purpose of this paragraph, where 29 December through 3rd January of any year shall be treated as Business holidays and Agents' Remittance falling on such dates shall be deferred to the next bank working day.

2.5.3 KOREA ONLY: Remittance for billings for the period 1st to 15th of each month shall be made so as to reach the Settlement Office by its close of business on the 15th day of the subsequent month. Remittance for billings for the period 16th to the last day of each month shall be made so as to reach the Settlement Office by its close of business on the last day of the subsequent month. Provided that if the Settlement Office is closed for business on these dates, remittance shall be made so as to reach it by its close of business on the first available subsequent day it is open for business.

2.5.3 PAKISTAN ONLY: For the purpose of this paragraph, where 30 June and 31 December of any year are each not a declared holiday in Pakistan, those dates shall be treated as banking holidays and Agents' Remittance falling on such dates shall be deferred to the next bank working day.

2.5.3.1 changes to the frequency or date of remittance taken by vote of the Cargo Agency Conference shall, unless otherwise indicated by the Conference, be deemed to take effect ten days from the date on which the result of such vote is declared;

2.5.4 the time span in respect of which a remittance is to be made to the Settlement Office hereunder shall be called the 'remittance period'. A remittance period shall not be shorter than a billing period but may cover more than one billing period;

2.5.5 an Agent/Intermediary having more than one office holding stocks of Air Waybills may request in writing from the ISS Management authorisation for such offices to be billed individually for Air Waybills issued from their stock. Such individual billings shall be settled directly with the Settlement Office by the Agent's/Intermediary's office granted such authorisation.

2.6 IRREGULARITIES AND DEFAULT

The provisions of this Paragraph shall govern failures by Agents/Intermediaries to adhere to the remitting procedures set out in this Section; provided that the grace period referred to in [Subparagraphs 2.6.4.3](#) and [2.6.5](#) of this Paragraph shall be ten calendar days, except where the Cargo Agency Conference or the Cargo Agency Conference in the case of Australia, has established a shorter grace period. Countries where a different grace period applies can be found in [Appendix 'A'](#).

2.6.1 Intentionally Omitted

2.6.2 Intentionally Omitted

2.6.3 Bank Error

a Bank Error is one that is substantiated by evidence acceptable to the Agency Administrator as provided for in [Paragraph 2.6.3.1](#).

2.6.3.1 Evidence Acceptable to the Agency Administrator.

In all cases a bank letter must be provided to IATA:

(a) The original bank letter, signed by a Manager must be sent to IATA within 10 working days by registered post or courier, stating the nature of the error and reason for the delay in remittance, the customer details, there were sufficient funds available.

2.6.4 Overdue Remittance/Authorisation

2.6.4.1 if the Settlement Office has not received from an Agent/Intermediary by the remittance date either full remittance, or where required, an authorisation form as specified in [Subparagraph 2.5.1](#) of this Section, in respect of its billings, it shall immediately so advise the Agency Administrator. Upon receipt of such advice, the Agency Administrator shall immediately send to the Agent/Intermediary a notice of irregularity and shall investigate the failure with the Agent/Intermediary;

2.6.4.1 CHILE ONLY if the Settlement Office has not received from an Agent/Intermediary by the remittance date either full remittance, or where required, an authorisation form as specified in [Subparagraph 2.5.1](#) of this Section, in respect of its billings, it shall immediately so advise the Agency Administrator. Upon receipt of such advice, the Agency Administrator shall immediately send to the Agent/Intermediary a notice of irregularity and shall investigate the failure with the Agent/Intermediary. An irregularity shall also be issued for any Agent/Intermediary who fails to provide invoices for commissions paid, outside of the legally mandated timeline. The CASS Airline shall report the issue to IATA, and it shall be considered a payment related irregularity, and therefore also trigger a financial security request under the applicable rules.

2.6.4.2 if the Agent/Intermediary does not comply with the currency of settlement as indicated in the billing statement, the Settlement Office shall report this to the Agency Administrator. The Agency Administrator shall in

turn issue a notice of irregularity to the Agent/Intermediary for noncompliance with payment procedures;

2.6.4.3 if subsequent to action taken pursuant to [Subparagraph 2.6.4.1](#) above the Agent/Intermediary fails to make complete settlement of the amounts due or to submit the authorisation form, as applicable, by the last day of the grace period, the Settlement Office shall immediately so advise the Agency Administrator, who shall thereupon take default action with respect to the Agent/Intermediary in accordance with the provisions of [Paragraph 2.8](#) of this Section.

2.6.5 Dishonoured Cheque or Other Method of Payment

if a cheque, other debit or any other method of payment in settlement of amounts due is dishonoured after the remittance date by nonpayment by the drawee bank, the Settlement Office shall without delay so notify the Agency Administrator, who in turn shall send to the Agent/Intermediary a notice of irregularity and demand immediate payment from the Agent/Intermediary. Such notice shall count as one irregularity for the purposes of the lists provided for in [Subparagraph 2.6.6](#) of this Paragraph. If payment is not received on demand, or is so received but later than the last day of the grace period, the Settlement Office shall immediately so advise the Agency Administrator, who shall immediately advise the Agent/Intermediary, confirmed by a registered letter that default action is being taken by reason of the dishonoured cheque. The Agency Administrator shall simultaneously take default action with respect to the Agent/Intermediary in accordance with the provisions of [Paragraph 2.8](#) of this Section;

2.6.6 Accumulated Irregularities

after each remittance date, the Agency Administrator shall compile and publish to Members a list containing the names of all the Agents/Intermediaries that have been sent notices of irregularity under any of the provisions of these Rules since the preceding remittance date:

2.6.6.1 if four instances of irregularity in respect of an Agent/Intermediaries are recorded on such lists during any 12 consecutive months, the Agency Administrator shall:

2.6.6.2 immediately take default action with respect to the Agent/Intermediary in accordance with the provisions of [Paragraph 2.8](#) of this Section. When any of such instances arose from overdue remittance or dishonoured cheque or other method of payment, the Agency Administrator shall initiate a review of the Agent/Intermediary by the Agency Commissioner;

2.6.7 Default for Accumulated Irregularities at Passenger Location

if an IATA Cargo Agent/Intermediary in a specific country also has only one Approved Location for passenger sales under the IATA Passenger Sales Agency Rules applicable in that country and such Approved Location is declared in default under those Rules by reason of accumulated irregularities, such IATA Cargo Agent shall

also be deemed in default in that country under these Rules and default action with respect to the Agent shall be taken in accordance with the provisions of [Paragraph 2.8](#) of this Section;

2.6.8 Default under Section 1

if an Agent/Intermediary is in default under [Section 1](#) of this Resolution, default action with respect to the Agent/Intermediary shall also be taken in accordance with the provisions of [Paragraph 2.8](#) of this Section;

2.6.9 Agent in Default as Approved Passenger Sales Agent

if an IATA Cargo Agent/Intermediary in a specific country is also approved as a Passenger Sales Agent under the IATA Passenger Sales Agency Rules applicable in that country and such Agent is declared in default under those Rules (other than a default arising from an accumulation of irregularities), such Agent/Intermediary shall also be deemed in default under these Rules and default action with respect to the Agent/Intermediary shall be taken in accordance with the provisions of [Paragraph 2.8](#) of this Section;

2.6.10 Charges

2.6.10.1 notwithstanding the provisions of [Subparagraphs 2.6.4](#) and [2.6.5](#) of this Paragraph, the Cargo Agency Conference may decide to sanction instances of failures to comply with procedures and instructions, which generate additional cost to airlines and instances of overdue remittances by the levy of a general charge. The levels of such charge shall be determined from time to time by the Cargo Agency Conference and notified by ISS Management to all Agents in the CASS area;

2.6.10.2 Settlement Office charges shall be in the amount debited to ISS Management by the Settlement Office as a result of the Agent's failure to remit as prescribed, increased, if applicable, by an amount to compensate for any extra costs incurred by ISS Management in relation to such failure;

2.6.10.3 when charges are to be levied, ISS Management shall instruct the Settlement Office to debit an Agent/Intermediary for such charges, and then notify the Agent/Intermediary concerned;

2.6.10.4 charges debited to Agents/Intermediary pursuant to this Subparagraph shall, except as otherwise specified, be included by the Settlement Office in its first subsequent billing to the Agent concerned and shall be due and payable by the Agent/Intermediary by the remittance date applicable to such billing. Such charges shall, for the purpose of [Subparagraph 2.8.1.1\(b\)](#) of this Section, be deemed part of all amounts owing by the Agent/Intermediary

2.6.10.5 Pursuant to Paragraphs [2.6.10.1](#) through [2.6.10.4](#) a standard administration fee to recover late remittance costs in the CASS operations governed under [Resolution 801r](#) is applicable for late remittances above USD 50 (or equivalent in local currency) based on the following formula: USD 128 (or equivalent in local

currency) + (Bank base interest rate of unpaid amount + 2%) x (no. of days delayed)/365).

2.7 NOTIFICATION OF IRREGULARITY

When the Agency Administrator is required under any of the provisions of [Paragraph 2.6](#) of this Section to send to an Agent/Intermediary a notice of irregularity, it shall immediately send the Agent/Intermediary a registered letter in the form prescribed in the Field Office Manual, with copy to the Settlement Office and advise all CASS Airlines in the area concerned by telegraph or other electronic means; provided that where the CASS-Export covers more than one country, the irregularity shall apply to the entire area of such CASS-Export.

2.7.1 in the case of irregularity in accordance with [Subparagraph 2.6.4.1](#) of this Section, if, at any time, the Agency Administrator becomes aware that there exists between a CASS-Export Airline and the Agent/Intermediary any dispute arising solely from amounts due or claimed to be due to such CASS-Export Airline from the Agent/Intermediary, the Agency Administrator shall withhold the notice of irregularity and/or withdraw any prior notice of irregularity sent in respect of any prior applicable billing periods. In the event the CASS Export Airline does not admit the existence of a dispute, the Agency Administrator shall require the Agent/Intermediary either to supply documented evidence demonstrating existence of the dispute or, to pay the amount of the short payment into an 'escrow account'. Provided that either of such conditions is met, the Agency Administrator shall withhold or withdraw the notice of irregularity.

2.8 DEFAULT ACTION

2.8.1 If default action is required to be taken in accordance with any of the provisions of [Paragraph 2.6](#) of this Section:

2.8.1.1 the Agency Administrator shall immediately take the following action:

2.8.1.1(a) promptly advise the Agent/Intermediary that default action has been invoked, with confirmatory written advice to be sent under registered cover,

2.8.1.1(b) demand an immediate full and complete accounting and settlement of all monies due and outstanding from the Agent/Intermediary whether or not the remittance date for payment thereof has arrived. The accounting obtained and any monies received shall be transmitted to the Settlement Office,

2.8.1.1(c) notify the Settlement Office and all CASS-Export Airlines in the area concerned of the default,

2.8.1.2 the Agency Administrator shall immediately advise the head offices of all Members that the Agent/Intermediary is in default. (Members who have appointed the Agent/Intermediary shall be notified by telegraph or other electronic means);

2.8.1.3 the Settlement Office, on receiving notice that an Agent is in default, shall take the following action:

2.8.1.3(a) immediately suspend the Agent/Intermediary from CASS,

2.8.1.3(b) immediately establish from the AWTs in its possession an up-to-date statement of indebtedness for the Agent/Intermediary concerned,

2.8.1.3(c) check any accounting and settlement obtained from the Agent/Intermediary by the ISS Management and report any discrepancies to the ISS Management,

2.8.1.3(d) distribute any monies obtained by the ISS Management from the Agent/Intermediary among the CASS-Export Airlines concerned in accordance with the standing instructions of the Cargo Agency Conference;

2.8.1.4 (except Australia) CASS-Export Airlines, on receiving notice that an Agent is in default, and where monies are due to a CASS-Export Airline, shall immediately withhold payment of commission to the Agent/Intermediary in the country/area of the CASS-Export until they are notified by the Agency Administrator that full settlement of the outstanding monies has been made;

2.8.1.5 CASS-Export Airlines, on receiving notice that an Agent/Intermediary is in default and has been suspended from CASS shall individually determine how they will continue to conduct business with such Agent;

2.8.1.6 (except Australia) a Member which is not a CASS-Export Airline shall on receiving notice that an Agent/Intermediary is in default, take default action in accordance with the provisions of [Paragraph 1.12](#) of Section 1 of this Resolution;

2.8.1.7 in the case of default in accordance with [Subparagraph 2.6.4.3](#) of this Section, if, at any time, the Agency Administrator becomes aware that there exists between a CASS-Export Airline and the Agent/Intermediary any dispute arising solely from amounts due or claimed to be due to such CASS-Export Airline from the Agent, the Agency Administrator shall withhold the notice of default and or withdraw any prior notice of default sent in respect of any prior applicable billing periods. In the event that the CASS-Export Airline does not admit the existence of a dispute, the Agency Administrator shall require the Agent/Intermediary either, to supply documented evidence demonstrating existence of the dispute or, to pay the amount of the short payment into an 'escrow account'. Provided that either of such conditions is met, the Agency Administrator shall withhold or withdraw the declaration of default;

2.8.1.8 (except Australia) if it is withdrawn, the Agency Administrator shall so notify the Agent/Intermediary and all recipients of the declaration of default. The notice of irregularity giving rise to the withheld or withdrawn declaration of default shall be removed by the Agency Administrator from the list maintained pursuant to the provisions of [Subparagraph 2.6.6](#) of this Section;

2.8.1.8 (Australia only) if it is withdrawn, the Agency Administrator shall so notify the Agent/Intermediary and all recipients of the declaration of default. The notice of irregularity giving rise to the withheld or withdrawn

declaration of default shall be removed by the Agency Administrator from the list maintained pursuant to the provisions of [Subparagraph 2.6.6](#) of this Section;

2.8.2 thereafter, if the declaration of default is not withdrawn pursuant to [Subparagraph 2.8.1.6](#) of this Paragraph, the provisions of [Section 3](#) of this Resolution shall apply.

2.9 SUBSEQUENT IRREGULARITIES

Notices of irregularity reported in accordance with [Paragraph 2.6](#) of this Section in respect of sales, effected between the end of the reporting period for which the Agent/Intermediary was declared in default and the date the Agent/Intermediary was declared in default, shall not be entered on the list maintained by the Agency Administrator.

2.10 REMITTANCE DELAYED BY OFFICIAL GOVERNMENT ACTION

Notwithstanding any other provision contained herein, an Agent/Intermediary shall not be sent a notice of irregularity or be declared in default with respect to all or any part of a remittance to the extent that the Agent/Intermediary is unable to make full settlement because of official Government action which directly prevents such settlement; provided that the Agent/Intermediary demonstrates that the amount due has been made available for remittance at a recognised bank but cannot be remitted owing to such official Government action.

2.11 CHANGES TO REPORTING/REMITTING PROCEDURES

(AREA 1 ONLY EXCEPT CANADA, FRENCH OVERSEAS DEPARTMENTS AND GREENLAND)

2.11.1(a) Notwithstanding any provision to the contrary in this Section, the frequencies of Agents' reporting and remitting and/or the remittance date may be modified in response to changing economic circumstances under the following conditions:

△ **2.11.1(a)(i)** a permanent Economic Watch Panel shall be established in each country, consisting of an equal number of Members; financial and commercial experts, including a representative of the national carrier(s), designated by the Agency Administrator. The Economic Watch Panel shall elect its Chairperson and establish its own procedures,

2.11.1(a)(ii) the Economic Watch Panel shall, in consultation with the recognised national cargo agents' association, determine the economic and financial indicators and the degrees of variation thereof warranting a reappraisal of the reporting/remitting frequencies and/or of the remittance date applicable in the country,

2.11.1(a)(iii) a meeting of the Economic Watch Panel may be called at any time on a 72-hour notice to conduct such reappraisal at the documented request of one of its

members or of any Member having deposited stocks of its Air Waybills with Agents/Intermediaries in the country. The Agency Administrator shall be notified of the meeting and shall designate a member of the IATA Secretariat to attend the meeting as adviser and Secretary,

2.11.1(a)(iv) if, in its opinion, the economic situation so warrants, the Economic Watch Panel may decide, by unanimous vote of the members present, to change with immediate effect, the reporting/remitting frequencies and/or the remittance date; provided that the revised frequencies and/or date shall remain within the allowable margins set forth in the relevant provisions of this Section and shall be immediately notified to all Members by the Agency Administrator;

2.11.1(b) continued effectiveness of the Economic Watch Panel decision pursuant to this Paragraph shall be subject to its ratification at the next meeting of the Cargo Agency Conference.

2.12 CASS IMPLEMENTATION—TRANSITIONAL RULES

Notwithstanding the provisions of [Paragraphs 2.5](#) and [2.6](#) of this Section, the Cargo Agency Conference may establish different reporting dates, and grace periods for sales under the CASS-concerned. Additionally, the Cargo Agency Conference may establish different accumulated irregularity provisions. These variations may apply for the first full year of CASS implementation only.

2.13 BILLING QUERIES

To ensure CASS billings are as accurate as possible the following procedures shall be implemented by all CASS participating airlines and GSSA's.

2.13.1 Each CASS Participant will activate CASS-link online correction services, facilitating agent/intermediary billing adjustment requests via the automated web tool.

2.13.2 Each CASS to implement a correction period.

2.13.3 ISS Management to enhance the CASS reporting calendar to include two additional deadlines;

2.13.3.1 A query notification deadline, by which date Cargo Agents/Intermediaries must register billing queries through CASSlink. Such deadline shall be no less than 4 calendar days following the dispatch of the CASS invoices where the CASS Remittance Period is 28–30 days and no less than 2 calendar days following the dispatch of the CASS invoices where the CASS Remittance Period is 15 days.

2.13.3.2 A query response deadline, by which date CASS Participants must respond through CASSlink to all registered queries. Such deadline shall be no less than 4 calendar days prior to the Remittance date for the billing period in question. Responses may be one of the following;

2.13.3.2.1 Accept, meaning the Participant agrees with the registered query

2.13.3.2.2 Reject, meaning the Participant does not agree with the registered query

2.13.3.2.3 Airline handled, meaning the Participant agrees with the registered query and will be generating the appropriate credit within its own system for processing through CASS

2.13.3.2.4 Amend, meaning the Participant wishes to process a credit for a different amount to that registered.

2.13.4 Prior to each CASS processing the correction period, established pursuant to paragraph 2.13.2 above, all registered queries in accordance with paragraph 2.13.3.1 that have not been responded to in accordance with paragraph 2.13.3.2 shall be automatically processed as approved.

2.13.5 Notwithstanding paragraph 2.13.4 above CASS Participants may in subsequent billing periods re-invoice registered queries, which they subsequently determine should have been initially rejected.

Section 3—Consequences of Default

3.1 DETERMINATION OF AGENT'S INDEBTEDNESS TO MEMBERS/AIRLINES

3.1.1 For purposes of Subparagraph 2.8.1.1(b) of Section 2 of this Resolution, the Agent/Intermediary shall be given until the last day of the month following the month in which such demand is made to comply, and such demand shall include the effective date of termination of the Cargo Intermediary/Agency Agreement (and removal from the Directory where applicable), without prejudice to fulfillment by each party of all obligations accrued prior to the date of termination.

3.1.2 When the Agency Administrator has determined that an Agent/Intermediary declared in default under any of the provisions of this Resolution has effected settlement of all amounts due, if any, as provided in Subparagraphs 1.12.1(a)(ii) of Section 1 and/or 2.8.1.1(b) of Section 2 of this Resolution, the provisions of Paragraphs 3.3 and 3.4 of this Section shall apply;

3.1.3 when the Agency Administrator has determined that an Agent/Intermediary declared in default under any of the provisions of this Resolution has failed to settle all amounts due as provided in Subparagraphs 1.12.1(a)(ii) of Section 1 and/or 2.8.1.1(b) of Section 2 of this Resolution, he shall give the Agent/Intermediary notice of termination of the Cargo Agency Agreement, or Cargo Intermediary Agreement as the case may be, and the provisions of Subparagraph 4.4.1 of Section 4 of Resolutions 801, 805, 807 and 813zz, Subparagraph 3.4.1 of Section 3 of Resolution 803 and Subparagraph 10.4.1 of Section 10 of Resolutions 809 as applicable, shall apply.

3.2 SETTLEMENT OF AMOUNTS DUE (except Australia)

When an Agent declared in default is able to demonstrate to the Agency Administrator prior to the termination date specified in his notice of termination that all outstanding amounts, if any, have been settled the Agency Administrator shall notify Members and other CASS-Export Airlines accordingly. Upon receipt of such notification Members and other CASS-Export Airlines shall pay any commission withheld, thereafter, the provisions of Paragraphs 3.3 and 3.4, as appropriate of this Section shall apply.

3.2 SETTLEMENT OF AMOUNTS DUE (Australia only)

When an Agent declared in default is able to demonstrate to the Agency Administrator prior to the termination date specified in his notice of termination that all outstanding amounts, if any, have been settled, the Agency Administrator shall notify Members and other CASS-Export Airlines accordingly. Thereafter, the provisions of Paragraphs 3.3 and 3.4, as appropriate of this Section shall apply.

3.3 REVIEW OF THE AGENT (except Australia)

3.3.1 If the Agent/Intermediary, having settled all outstanding amounts, if any, is able to demonstrate to the Agency Administrator that its financial and credit standing satisfies the qualifications set forth or provided for in the Cargo Agency Rules, or Air Cargo Programme Rules (Resolution 801, Section 1, [Subparagraph 1.1.4.1](#); Resolution 803, [Subparagraph 2.1.2](#); Resolution 805, Attachment 'A', Section 1, [Paragraph 1.2](#); Resolution 807, Section 1, [Paragraph 1.4](#); Resolution 809, Section 2, [Paragraph 2.4](#) and [Resolution 813zz, Attachment 'B', Section 1](#), [Subparagraph 2.1.2](#) as applicable), when the Agency Administrator has advised under any of the provisions of [Sections 1](#) and [2](#) of this Resolution that an Agent/Intermediary is in default he shall so notify Members;

3.3.2 if the Agent/Intermediary, having settled all outstanding, is unable to demonstrate to the Agency Administrator by a specified date that its financial and credit standing satisfies the qualifications set forth or provided for in the Cargo Agency Rules, or Air Cargo Programme rules, as specified in [Subparagraph 3.3.1](#) of this Paragraph, the Agency Administrator shall initiate a review of the Agent's/Intermediary's registration by the Agency Commissioner/Ombudsman. He shall notify the Agent/Intermediary by registered mail of the impending review and shall invite the Agent/Intermediary to submit a written statement of its position and the reasons for the default together with any written evidence it wishes to place before the Agency Commissioner/Ombudsman;

3.3.3 without prejudice to the review provided for in [Subparagraph 3.3.2](#) of this Paragraph, if prior to the review by the Agency Commissioner/Ombudsman the Agent/Intermediary is able to demonstrate to the Agency Administrator that its financial and credit standing is satisfactory, the Agency Administrator shall so notify Members;

3.3.4 the Agency Commissioner may, at his discretion and depending upon the circumstances surrounding the default, remove the Agent/Intermediary from the Cargo Agency List or retain the Agent/Intermediary on such List. If the Agency Commissioner decides that the Agent/Intermediary shall be removed from the Cargo Agency List, the provisions of [Subparagraph 4.4.1](#) of Section 4 of [Resolution 801, 805, 807, 813zz](#); [Subparagraph 3.4.1](#) of Section 3 of [Resolution 803](#) and [Subparagraph 10.4.1](#) of Section 10 of Resolution 809, as applicable, shall apply.

3.3 REVIEW OF THE AGENT (Australia only)

3.3.1 If the Agent, having settled all outstanding amounts, if any, is able to demonstrate to the Agency Administrator that its financial and credit standing satisfies the qualifications set forth or provided for in the Cargo Agency Rules (Resolution 809, Section 2, [Paragraph 2.4](#)), when the Agency Administrator has advised under any of the provisions of [Section 2](#) of this Resolution that the

Agent is in default he shall so notify Members of the satisfactory situation now obtained;

3.3.2 if the Agent, having settled all outstanding, is unable to demonstrate to the Agency Administrator by a specified date that its financial and credit standing satisfies the qualifications set forth or provided for in the Cargo Agency Rules, as specified in [Subparagraph 3.3.1](#) of this Paragraph, the Agency Administrator shall initiate a review of the Agent's registration by the Agency Commissioner. He shall notify the Agent by registered mail of the impending review and shall invite the Agent to submit a written statement of its position and the reasons for the default together with any written evidence it wishes to place before the Agency Commissioner;

3.3.3 without prejudice to the review provided for in [Subparagraph 3.3.2](#) of this Paragraph, if prior to the review by the Agency Commissioner the Agent is able to demonstrate to the Agency Administrator that its financial and credit standing is satisfactory, the Agency Administrator shall so notify Members;

3.3.4 the Agency Commissioner may, at his discretion and depending upon the circumstances surrounding the default, remove the Agent from the Cargo Agency List or retain the Agent on such List. If the Agency Commissioner decides that the Agent shall be removed from the Cargo Agency List, the provisions of [Subparagraph 10.4.1](#) of Section 10 of Resolution 809 shall apply.

3.4 EFFECTS OF RETENTION AFTER DEFAULT (except Australia)

3.4.1 If the Agent is retained on the Cargo Agency List after having been reviewed under [Subparagraph 3.3.4](#) of this Section the Agency Commissioner may, in cases where he considers that the Agent's financial or credit standing so warrants, direct that the Agent comply with such financial requirements as the Agency Commissioner shall prescribe. Subject to any such direction, if the Agent was on a Cash Basis, Airlines may reinstate credit and the CASS Management shall, if applicable, redeposit CASS Neutral Air Waybills with the Agent or authorise the Agent to issue its own Neutral Air Waybill Forms;

3.4.2 an Agent which has been retained on the Agency List after having been reviewed under [Subparagraph 3.3.4](#) of this Section shall again be reviewed if the Agent has failed to comply to the satisfaction of the Agency Administrator, with the financial requirements prescribed by the Agency Commissioner under [Subparagraph 3.3.1](#) of this Paragraph. In a review under this Subparagraph the provisions of [Subparagraph 3.3.4](#) of this Section shall apply;

3.4.3 a defaulting Agent whose Agreement has not been terminated, or which has been retained on the Cargo Agency List after being reviewed under [Subparagraph 3.3.4](#) of this Section, shall be cleared of all irregularities recorded against it prior to the default and for the purposes of [Subparagraphs 1.7.1](#) or [1.7.2](#) of Section 1 and [Subparagraph 2.6.6](#) of Section 2 of this Resolution, the commencement of the 12 months period shall be the date of the decision by the Agency Commissioner to retain the Agent.

3.4 EFFECTS OF RETENTION AFTER DEFAULT (Australia only)

3.4.1 If the Agent is retained on the Cargo Agency List after having been reviewed under [Subparagraph 3.3.4](#) of this Section the Agency Commissioner may, in cases where he considers that the Agents financial or credit standing so warrants, direct that the Agent comply with such financial requirements as the Agency Commissioner shall prescribe;

3.4.2 an Agent which has been retained on the Agency List after having been reviewed under [Subparagraph 3.3.4](#) of this Section shall again be reviewed if the Agent has failed to comply to the satisfaction of the Agency Administrator, with the financial requirements prescribed by the Agency Commissioner under [Subparagraph 3.4.1](#) of this Paragraph. In a review under this Subparagraph the provisions of [Subparagraph 3.3.4](#) of this Section shall apply;

3.4.3 a defaulting Agent whose Agreement has not been terminated, or which has been retained on the Cargo Agency List after being reviewed under [Subparagraph 3.3.2](#) of this Section, shall be cleared of all irregularities recorded against it prior to the default and for the purposes of [Subparagraph 2.6.6](#) of Section 2 of this Resolution, the commencement of the 12 months period shall be the date of the Agency Administrator's notice to Members regarding termination of the Default status of the Agent, or the date of the decision by the Agency Commissioner to retain the Agent as applicable.

Appendix 'A'

CASS Region Country	Settlement Frequency	Remittance Date after Billing	Grace Period
Region Americas	2 times	15 days	5 days
Brazil (Import)	2 times	15 days	5 days
Canada	2 times	30 days	5 days
Guatemala	2 times	30 days	5 days
Peru	2 times	20 days	1 day
Region EUROPE	1 time	28-30 days	10 days
Israel	2 times	30 days	10 days
Russian Federation	2 times	15 days	2 days
Türkiye	2 times	28-30 days	2 days
United Kingdom & Ireland	1 time	32 days	10 days
United Kingdom (Import)	1 time	32 days	15 days
Region MENA	1, 2 times	15, 30 days	10 days
Bahrain	2 times	15 days	5 days
Kingdom of Saudi Arabia	2 times	15 days	2 working days
Kuwait	2 times	15 days	5 days
Morocco	2 times	20 days	10 days
Oman	2 times	15 days	5 days
Qatar	2 times	15 days	5 days
United Arab Emirates	2 times	15 days	5 days
Region ASIA PACIFIC	2 times	28 days	10 days
Australia*	2 times	30 days and mid and last day of the Month	4 days
Bangladesh	2 times	15 days and mid and last day of the month	10 days
India	2 times	30 days	10 days
Korea	2 times	30 days and mid and last day of the month	10 days
Malaysia	2 times	15 days and mid and last day of the month	10 days
Pakistan*	2 times	15 days and mid and last day of the month	10 days
Thailand	2 times	30 days and mid and last day of the month	10 days
Region NORTH ASIA	2 times	15, 30 days	10 days
China	2 times	30 days	10 days
China Domestic*	weekly	7 days	10 days
Chinese Taipei	2 times	15 days and mid and last day of the month	10 days

Note: * details are informed in Section 2.5.3

Note: ** details are informed in Section 2.6.4.1



RESOLUTION 801r
Attachment 'A'

Agent _____		CARGO SALES INVOICE/ADJUSTMENT***				Invoice No/Date _____						
Address _____		WORLD AIRLINES 999		CURRENCY		Page _____ of _____						
IATA Numeric Code _____		Address _____				BILLING PERIOD _____						
Air Waybill Serial Number Origin Code	PREPAID CHARGES		CHARGES COLLECT		OTHER PREPAID CHARGES DUE AIRLINE**							Agent's Information
	Weight* Charge	Other Charges Due Airline	Weight* Charge	Other Charges Due Agent	A	B	C					
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
(Optional)	← Mandatory Columns →				← Optional Columns →							
TOTALS												
<p style="text-align: center;">RECAPITULATION</p> <p>Total prepaid charges due Airline (Cols. 2 + 3) _____</p> <p>Total remunerable sales (Cols. 2 + 4) CCY _____ at _____ % CCY _____</p> <p>Remuneration due Agent CCY _____</p> <p>Other charges due Agent CCY _____</p> <p>MCO amounts CCY _____</p> <p style="text-align: right;">NET DUE AIRLINE/AGENT CCY _____</p>												

* Including valuation charges

** Columns A and B to specify predetermined charges, e.g. those occurring most frequently, column C to show other charges - listed vertically if more than one and identified by AWB codes set out in Resolution 600a.

***Adjustment to be used when listing on a separate sheet previously invoiced items which are being reversed and adjusted. One of the optional columns to be headed "Adjustment Reference".

RESOLUTION 811e

CONDUCT OF REVIEW BY AGENCY COMMISSIONER

CAC1(41)811e (except USA) Expiry: Indefinite
CAC2(41)811e Type: A
CAC3(41)811e

RESOLVED that, the Agency Commissioner ("the Commissioner") shall conduct reviews with respect to decisions affecting Agents ("Agent" or "IATA Cargo Agent" as used in this Resolution shall mean an Intermediary where applicable, as defined in [Resolution 823](#)) and applicants, it being understood that the definitions in the Cargo Agency Rules, [Resolution 823](#), apply to this Resolution, in accordance with the following procedures:

1. REVIEW INITIATED BY AGENT OR APPLICANT

1.1 the Commissioner shall rule on cases initiated by:

1.1.1 any Person whose application to become an Agent has been rejected by the Agency Administrator, or has been rejected upon reconsideration by the Agency Administrator,

1.1.2 any Person who has acquired ownership or is seeking to acquire ownership of an IATA Cargo Agent and whose application for change of ownership has been disapproved by the Agency Administrator, or has been disapproved upon reconsideration by the Agency Administrator,

1.1.3 an Agent who has received notice from the Agency Administrator of impending removal from the Cargo Agency List, for whatever reason;

1.1.4 an Agent who has received notice of impending action by the Agency Administrator with regard to that Agent that it considers unreasonably diminishes its ability to conduct business in a normal manner;

1.1.5 an Agent whose application for a Change of Location and/or Name has been disapproved;

1.1.6 an Agent who considers that the Agency Administrator has not followed correct procedures, as delegated by the Cargo Agency Conference, to that Agent's direct and serious detriment.

1.2 for a review under this Paragraph the person authorized to initiate the review may do so by submitting a written request to the Commissioner, with copy to the Agency Administrator. Requests for reviews of rejected applicants must be submitted within 30 calendar days of the Agency Administrator's notice of the decision under appeal. The Commissioner shall review the case in a de novo adversary proceeding and shall decide, on the basis of all probative evidence presented during the proceeding, whether or not the applicant is qualified pursuant to the Cargo Agency Rules for inclusion on the Cargo Agency list.

2. REVIEW INITIATED BY AGENCY ADMINISTRATOR

2.1 the Agency Administrator shall on his own initiative and may at the request of any Member, initiate a review to re-determine the registration of an Agent under the appropriate provisions of the Cargo Agency Rules; or determine whether the Agent has violated any other provision of these same Rules or of its Cargo Agency Agreement in the following instances:

2.1.1 when an Agent has been declared in default,

2.1.2 when an Agent has failed to comply, to the satisfaction of the Agency Administrator, with financial requirements prescribed by the Commissioner as a condition for the retention of the Agent on the Cargo Agency List following a review conducted as a consequence of default,

2.1.3 when an Agent has failed to make a full accounting and settlement of all amounts due to Members as a condition for retention on the Cargo Agency List following a review conducted as a consequence of default,

2.1.4 when an Agent has failed to submit, by the specific date, financial documents requested by the Agency Administrator *in order* to conduct a financial review of the Agent,

2.1.5 when the Agency Administrator has reason to believe that the Agent no longer meets the minimum financial requirements set forth in the IATA Cargo Agent's Handbook or is not in a position to meet his financial obligations,

2.1.6 when an Agent in a CASS Country/area has incurred four notices of irregularity in any period of twelve consecutive months,

2.1.7 when an Agent has failed to make timely application to the Agency Administrator for a change of ownership, status, name or address,

2.1.8 when an Agent has changed its name or address and the Agency Administrator is unable to approve the change of name or address,

2.1.9 on receipt of information tending to prove that the Agent no longer fulfils all of the requirements of the Handbook,

2.1.10 when an Agent has failed to renew, before their expiry date, bank or insurance bonds or guarantees required,

2.1.11 when an Agent, in its capacity as a Recipient under the Cargo Accounts Settlement System-Import & Terminal Charges, has been suspended from that System,

2.1.12 when an Agent's licence, where required, has been reinstated following withdrawal or suspension thereof by licensing authorities;

2.2 each written request for a review shall be accompanied by a certification by the Agency Administrator that a true copy has been served on the Agent. The Commissioner shall conduct each review initiated under this Paragraph in an adversary proceeding and will decide, on the basis of all probative evidence presented during the proceedings, whether or not the Agent has failed to comply with or has violated the Resolution provisions as alleged by the Agency Administrator. If the decision is affirmative, the Commissioner shall impose on the Agent a penalty in accordance with the provisions of this Resolution, which he deems appropriate under the circumstances;

2.3 in addition to the reviews set forth in [Subparagraph 2.1](#) of this Paragraph, the Agency Administrator shall file a written complaint with the Commissioner, with copy to the Agent in the following circumstances:

2.3.1 on receipt of a complaint lodged by IATA,

2.3.2 on receipt of a complaint by a Member following registration of an applicant whose application had been protested by such Member,

2.3.3 on receipt of a notice from a Member of an alleged misrepresentation or violation by an Agent of the IATA Dangerous Goods Regulations, including the Shipper's Declaration,

2.3.4 on receipt of a notice from a Member of an alleged misrepresentation or violation of security control measures prescribed by the responsible authority(ies) or by the Member.

3. RULES OF PROCEDURE

3.1/3.1.1 the Commissioner shall promulgate rules of practice and procedures designed to ensure a prompt and impartial review of all matters properly submitted to him. The rules shall grant to each party the following minimum rights:

3.1.1.1 to move for dismissal,

3.1.1.2 to move for summary judgement or other appropriate relief,

3.1.1.3 to submit in writing any relevant information which it deems appropriate,

3.1.1.4 to call witnesses,

3.1.1.5 to appear personally and/or be represented by counsel and present evidence and arguments in support of its position,

3.1.1.6 to hear the evidence and arguments of the other party and its witnesses,

3.1.1.7 to cross-examine the other party and its witnesses;

3.1.2 proceedings before the Commissioner shall be informal, and the parties shall not be required to adhere to strict rules of evidence;

3.1.3 the party who has initiated a Request for Review may withdraw all or part of it, in writing, at any time prior to the issuance of a decision.

3.2 in a review conducted pursuant to this Resolution, the parties shall be the Agency Administrator or the Member concerned, the applicant or Agent concerned, or the complainant, as the case may be. Except as the Commissioner may otherwise direct in writing, any person who is not a party, or a witness, who desires to make relevant information available to the Commissioner in connection with a pending review shall do so only through one of the parties thereto. The party concerned shall promptly forward such information in writing to the Commissioner with a copy to the other party. Such person shall be subject to cross-examination.

3.3/3.3.1 except for good cause stated in writing, the Commissioner shall schedule each review proceeding not later than 45 days after receipt of a request pursuant to this Resolution, and shall render his decision within 30 days after the close of the record in the proceeding;

in each decision, the Commissioner shall be bound by the provisions of the applicable Resolutions, and shall make specific findings of fact and conclusions with respect thereto. The decision shall be in writing and shall include all such findings and conclusions and with respect to reviews conducted under [Paragraph 1](#) of this Resolution any conditions imposed by the Commissioner. With respect to review proceedings instituted pursuant to [Paragraph 2](#) of this Resolution, the decision shall be in writing and shall include all such findings and conclusions and any penalty imposed pursuant to [Subparagraph 3.5](#) of this Resolution.

3.3.2 A signed copy of the decision shall be served on each party. Subject to action taken under [Paragraph 4](#) of this Resolution, the decision shall be final and binding on the applicant or Agent, and on IATA and all Members;

3.3.3 each decision which includes a finding that the Agent, at the time of hearing, is improperly withholding money from a Member, shall in addition to any penalty imposed pursuant to this Resolution:

3.3.3.1 either suspend the Agent's approval, in which case the provision governing "Effect of Removal or Suspension or Reprimand, sub paragraph 'Suspension'" as stipulated in the Cargo Agency Resolutions shall apply, or

3.3.3.2 Suspend the Agent from CASS, where applicable, until all outstanding amounts due have been paid;

3.3.4 the Commissioner shall be empowered to waive an oral hearing of a review based on written submissions of the parties and to render a decision on written stipulations between the parties;

3.3.5 each decision by the Commissioner shall, with respect to future interpretations of Resolutions concerned, constitute a binding precedent.

3.4/3.4.1 a review requested by an Agent pursuant to [Subparagraph 1.1.1](#) or [1.1.2](#) of this Resolution shall have the effect of staying the adverse decision affecting the

Agent, pending the decision of the Commissioner. If the Commissioner finds that the Agent qualifies for retention, the Agency Administrator shall retain the Agent on the Cargo Agency List and shall so notify the Agent and all Members;

3.4.2 if the Commissioner finds that the Agent can be relied upon to adhere to the terms of the Cargo Agency Rules subject to the fulfilment of certain terms and conditions, the Agency Administrator shall retain the Agent on the Cargo Agency List after verification that such terms and conditions have been met pursuant to the specific terms of the Commissioner's decision. The Agency Administrator shall notify the Agent and all Members that the Agent is maintained on the Cargo Agency List.

3.5/3.5.1 the Commissioner may decide the following:

3.5.1.1 dismissal,

3.5.1.2 inclusion in or exclusion from the Cargo Agency List (in the case of an applicant),

3.5.1.3 retention on the Cargo Agency List,

3.5.1.4 removal from the Cargo Agency List,

3.5.1.5(a) suspension of IATA registration for:

3.5.1.5(a)(i) CASS areas—not less than one CASS billing period,

3.5.1.5(a)(ii) non-CASS areas—not less than 30 days,

3.5.1.5(b) in either case, the suspension shall not exceed 90 days or at the Agent's option, a monetary indemnity payable to IATA in lieu of suspension,

3.5.1.6 reprimand,

3.5.1.7 decide on any other measure or attach such conditions to his decision as he considers appropriate and which are consistent with and may reasonably be applied under the Resolutions, particularly in the matter of restitution, and set the date for the Agent's compliance therewith,

3.5.1.8 any appropriate combination of these,

3.5.2 the Commissioner may offer the Agent a choice between two or more of the above;

3.6 the Commissioner shall regularly schedule review proceedings at his office but may, if he deems circumstances warrant, schedule reviews at other places.

4. REVIEW BY ARBITRATION

an Agent or applicant which considers itself aggrieved by a decision of the Commissioner taken under provisions of this Resolution shall have the right to have such decision reviewed by arbitration in accordance with the procedures set out in the applicable Cargo Agency or Intermediary Rules.

5. EFFECTIVENESS, IMPLEMENTATION AND SPECIAL APPLICABILITY

The effectiveness and implementation of this Resolution shall be governed by the provisions of the appropriate Cargo Agency Resolution applicable to the country in which the review by the Agency Commissioner is being conducted.

RESOLUTION 811f

CONDUCT OF REVIEWS BY COMMISSIONER FOR CASS ASSOCIATES

- △ CAC1(MV C105, CAC/51)811f Expiry: Indefinite
(except USA) Type: B
CAC2(MV C105, CAC/51)811f
CAC3(MV C105, CAC/51)811f

RESOLVED that, the Agency Commissioner (the 'Commissioner') who is an independent arbiter appointed under the provisions of [Resolution 811d](#), may also be called upon to conduct reviews with respect to decisions affecting CASS Associates. In such capacity the Commissioner shall provide regular reports to the Cargo Agency Conference (CAC) which shall be responsible for monitoring activities and related expenditure. Reviews of CASS Associates shall be in accordance with the following procedures:

1. REVIEW INITIATED BY A CASS ASSOCIATE:

The Commissioner shall rule on cases initiated by a CASS Associate:

- 1.1 against termination of its CASS Associate Agreement by the Agency Administrator pursuant to the payment integrity and/or default provisions of the Associate Agreement and rules in [Resolution 851](#), Appendices "D1", "D2" or "D3";
- 1.2 against termination of its CASS Associate Agreement by the Agency Administrator on grounds of non-payment and/or failure to meet CASS reinstatement conditions following default and/or per [Resolution 851](#), Appendix "D4";
- 1.3 against termination of its CASS Associate Agreement for any other reasons, as notified by the Agency Administrator for such action;
- 1.4 against suspension from CASS, taken for any reason by the CASS Management, including accumulated irregularities, or failure to provide, renew or maintain an industry financial guarantee requested by IATA;
- 1.5 against any other decision taken by the Agency Administrator with regard to the CASS Associate or the CASS Associate applicant that it considers unreasonably diminishes its ability to conduct business in a normal manner.

2. REVIEW INITIATED BY AGENCY ADMINISTRATOR:

The Commissioner shall rule on cases initiated by the Agency Administrator in respect of:

- 2.1 the CASS Associate's payment integrity and/or application of the irregularity or default provisions;
- 2.2 an alleged failure by the CASS Associate to meet financial requirements including to furnish a timely industry financial guarantee requested by IATA;
- 2.3 any action taken in relation to the assignment of rights, cessation of operations, or changes in ownership of the CASS Associate;
- 2.4 failure by the CASS Associate to pay applicable fees or charges for its participation in any CASS.

3. PROCEDURES TO INITIATE A REVIEW

- 3.1 For the Commissioner to conduct a review on the basis of any of the above provisions, a person authorized to act and to initiate a review on behalf of the CASS Associate or IATA, may do so by submitting a written request to the Commissioner, with a copy to the Agency Administrator or the CASS Associate.
- 3.2 Requests for review must be submitted within 30 calendar days of the Agency Administrator's notice to the CASS Associate, in respect of the decision or contested action under appeal.
- 3.3 The Commissioner shall review the case in a de novo adversary proceeding and shall decide the matter in dispute on the basis of all probative evidence presented during the proceeding.

4. RULES OF PROCEDURE

- 4.1 The Commissioner shall promulgate rules of practice and procedures designed to ensure a prompt and impartial review of all matters properly submitted to him with respect to decisions affecting CASS Associates.

The Commissioner shall render his decision based on the arguments and all probative evidence presented, by the parties in written submissions.

Notwithstanding the foregoing, the Commissioner may, in his/her sole discretion, decide to hold an oral hearing, on its own initiative or on request. Videoconference is the default method for conducting an oral hearing.

The rules of practice shall grant to each party the following minimum rights:

- 4.1.1 to move for dismissal,
- 4.1.2 to move for summary judgement or other appropriate relief,
- 4.1.3 to submit in writing any relevant information which it deems appropriate,

4.1.4 to request an oral hearing to present evidence and arguments in support of its position, or hear the evidence and arguments of the other party. Any request for an oral hearing made by a party must state the reasons for which that party wished to be heard.

4.2 Proceedings before the Commissioner shall be informal, and the parties shall not be required to adhere to strict rules of evidence;

4.3 The party who has initiated a Request for Review may withdraw all or part of it, in writing, at any time prior to the issuance of a decision.

4.4 A signed copy of the decision shall be served on each party. The decision shall be final and binding on the parties.

Each decision by the Commissioner shall, with respect to future interpretations of Resolutions concerned, constitute a binding precedent.

4.5 The Commissioner may decide the following:

4.5.1 dismissal,

4.5.2 reprimand,

4.5.3 termination of the Associate's CASS Agreement and its participation in CASS,

4.5.4 suspension, or continued suspension from CASS, pending compliance with corrective action, **by a specified timeframe,**

4.5.5 reinstatement of CASS Agreement and/or participation of the Associate in CASS,

4.5.6 decide on any other measure(s) or attach such conditions or corrective action to his decision as he considers appropriate and which are consistent with and may reasonably be applied under the terms of the CASS Associate Agreement and/or Resolutions and, particularly in the matter of restitution, set the date for the Associate's compliance therewith,

4.5.7 any appropriate combination of these.

5. COSTS OF SERVICE

5.1 The costs of the Commissioner, relating to conducting reviews in respect of CASS Associates, including fees and disbursements, shall be borne in equal proportions by CASS Airlines and CASS Associates, in all countries where Associates participate in CASS. Such contributions shall be collected as non-refundable CASS Participation fees, as described in the appropriate provisions of [Resolution 851](#). Provided that the contribution from any individual CASS Associate shall be USD 10 (or equivalent in local currency) per year and per location (for each Head Office, Branch or Air Waybill issuing office).

△ **5.2** All such CASS Associates contributions shall be paid into the Commissioner Fund, held by IATA and expended in accordance with the provisions of this Resolution, and [Resolution 811d Section 8\(b\)](#), including when the Commissioner is called upon and acts to

conduct reviews with respect of decisions affecting CASS Associates. Such regular contributions shall not be deemed to include any payment of fee or monetary penalty decided by the Commissioner in the execution of his/her mandate. The purpose of the Fund is for CASS Airlines and CASS Associates to discharge jointly their obligation to cover the costs of the Commissioner's office (fees and expenses) in equal proportions.

RESOLUTION 813zz**LATIN AMERICAN AIR CARGO PROGRAMME RULES**

- △ CAC1(MV C092, C093, C110, Expiry: Indefinite C114, CAC/51)813zz (except Type: B USA) (amended)

WHEREAS it is recognized that the relationship between Airlines, Agents and Forwarders within the cargo industry has significantly evolved since the creation of the original IATA Cargo Agency Programme.

WHEREAS the cargo industry recognizes the particular changing needs and circumstances evolving in the Latin American Area, (comprising all Latin American countries of the Latin American region where CASS applies so added to this programme by request to and authorized by the Conference.

WHEREAS it is recognized that Forwarders and Agents (collectively "Intermediaries") and Airlines work together to provide a seamless, on-demand choice of products and services which enables shippers and producers to freely move cargo from and throughout such Latin American Area.

WHEREAS it is recognized the need to accommodate, (i) the transactions of an Intermediary acting as the agent of the airline and (ii) those transactions flowing from an Intermediary acting in the capacity as an air freight forwarder, dealing directly with the shipper.

WHEREAS it is recognized that, in the course of everyday business, an Intermediary may routinely handle both types of transactions in its relationship with Airlines.

WHEREAS it is acknowledged, by Airlines and intermediaries alike, that an industry distribution system provides significant efficiencies and valuable standards that benefit all participants and their customers.

1. IT IS RESOLVED THAT:

1.1 The Latin American Air Cargo Programme (LAACP), covering cargo intermediary accreditation, is hereby established by the Cargo Agency Conference, to be implemented wherever there is a CASS in the Latin American region, directed jointly, as hereinafter provided, by representatives of IATA Member airlines and representatives of air freight forwarders and administered by IATA;

1.2 the LAACP seeks to secure the aims outlined in the Preamble;

1.3 each IATA Member airline shall automatically become a participant in the LAACP, once implemented, unless any Member officially notifies IATA to the contrary. Upon implementation of the LAACP, the IATA Cargo Agency Programme shall simultaneously be discontinued in the area of application;

1.4 all IATA Cargo Agents in the area covered by this Resolution automatically qualify to join the LAACP, and

do so by executing the LAACP Cargo Intermediary Agreement with IATA Member airlines. That Agreement is in the form set out in [Attachment 'A'](#) to this Resolution. Upon execution of the Agreement, the signatory entity will be designated an IATA Cargo Intermediary;

1.5 an Agent that does not elect to join LAACP shall cease to be an IATA Cargo Agent in the area covered by this Resolution, as of the implementation date of the LAACP;

1.6 a freight forwarder who is not an IATA Cargo Agent and who wishes to become an IATA Cargo Intermediary may apply to be so designated, in accordance with the procedures and requirements set out in the LAACP Handbook, as amended from time to time by the Latin American Air Cargo Programme Joint Council ('the Joint Council'), by executing the Cargo Intermediary Agreement.

2. LATIN AMERICAN AIR CARGO PROGRAMME—JOINT COUNCIL ('THE JOINT COUNCIL')

2.1 control of the LAACP is assigned to the Joint Council, and composed of:

2.1(i) Cargo Agency Conference Accredited Representatives or the Airline Members' designated alternates;

2.1(ii) one representative designated by each association recognized as a national forwarders association, in each country covered by this Resolution (where appropriate) or a combination of such recognized forwarders associations;

△ **2.1(iii)** ex-officio, non-voting members, the IATA Head of Cargo, the Chairperson, FIATA-Airfreight Institute and the Director General of ALACAT, or the designated representative(s) of those members;

2.1(iv) in respect to (i) and (ii) above, a reasonable and equitable balance of representation should be sought, together with reasonable and practical Latin American Area geographic coverage;

△ **2.1(v)** the Council shall nominate its own Chairperson. The position of Chairperson shall be non-voting. In the event the Chairperson is elected from voting members, an alternate voting member shall be nominated to take the voting seat vacated by the Chairperson;

△ **2.2** the Joint Council sets its rules and procedures; provided that the quorum necessary to take action shall be not less than five members of each of its two constituencies. The Chairperson may authorize the presence of observers, where he deems it advantageous to the expeditious dispatch of business;

2.3 the Joint Council actions are in the form of decisions made by a majority present of each of the two constituencies;

2.4 the Joint Council shall normally hold meetings with members physically present, not less than twice annually;

provided that other meetings, including meetings conducted via telecommunications, shall be permissible;

2.5 IATA shall provide adequate Secretariat support for meetings of the Joint Council, and shall ensure that all agendas and reports are circulated to all Cargo Agency Conference Accredited Representatives;

2.6 to facilitate its work, the Joint Council shall be empowered to set up such temporary and permanent groups, as it deems appropriate.

3. JOINT COUNCIL RESPONSIBILITIES

The Joint Council shall be responsible for developing, managing and marketing of the LAACP.

3.1 The Joint Council shall determine objective criteria for the registration of Intermediaries in the Latin American Area. This shall include, but not be limited to:

- financial standing
- standards of staff competence, experience and knowledge of air cargo products
- suitability of premises
- suitability of cargo handling and processing equipment
- products and services

3.2 The Joint Council shall publish the LAACP Handbook, which shall contain the working procedures, rules and standards for maintaining an integrated distribution system, applicable to all participants in the LAACP.

3.3 The contents of the Handbook shall incorporate relevant Resolutions applicable to Intermediaries, supplemented by such other material, as the Joint Council considers necessary and desirable, in the light of industry developments.

3.4 The Joint Council is not authorised to change or ignore Resolutions.

3.5 The Joint Council may consider all other aspects of the LAACP in the Latin American Area and accordingly make proposals to the Conference.

3.6 The Joint Council shall ensure that it discusses in advance any changes to CAC Resolutions which could directly affect the programme and interest of Intermediaries in its country/region. The resulting views shall be sent to the IFCC, which when appropriate shall send its views on the proposed changes to the CAC.

3.7 The Joint Council shall determine the LAACP participant's fees, in consultation with the Director General. The LAACP shall be self-funding and not-for-profit.

3.8 The Joint Council shall nominate an LAACP Ombudsman in accordance with the procedures contained within the Handbook, and the Ombudsman shall be appointed in accordance with IATA's procedures applicable for appointment of the Cargo Agency Commissioner.

4. LATIN AMERICAN AIR CARGO PROGRAMME DIRECTORY

△ **4.1** The Agency Administrator shall compile, publish and keep current, the Latin American Air Cargo Programme Directory ('The Directory'), listing all participant IATA Air Freight Forwarders and Airlines, with all relevant and useful particulars of those listed, as decided by the Joint Council.

4.2 The Directory shall be used as a means of actively promoting the interests of the participants listed in it and to the shipping public at large.

5. IMPLEMENTATION OF THE LATIN AMERICAN AIR CARGO PROGRAMME

5.1 The Joint Council shall be responsible for the implementation of the LAACP throughout the Latin American Area.

6. RULES AND PROCEDURES

The relationship between Members and IATA Cargo Intermediaries is governed by the rules and procedures adopted by the Conference and published in the Attachments and Appendices to this Resolution.

RESOLUTION 813zz**Attachment ‘A’****CARGO INTERMEDIARY AGREEMENT**

RESOLVED that, the following form of Cargo Intermediary Agreement is adopted for use by participants in the Latin American Air Cargo Programme, with an implementation date to be announced by the Agency Administrator:

**LATIN AMERICAN AIR CARGO PROGRAMME—
FORM OF INTERMEDIARY AGREEMENT**

AN AGREEMENT made this _____ day of _____ 20_____

BETWEEN each IATA Member airline (‘the Carrier’), represented by the Director General of IATA (‘the Director General’) acting for and on behalf of the Carrier,

AND _____ (‘the Agent’ in Part I, ‘the Forwarder’ in Part II, and ‘the Intermediary’ in Part III of this Agreement), having its principal office at _____ with respect to the promotion of global logistic services, the sale of international air cargo transportation (‘airfreight’) and/or the handling and delivery to the Carrier of cargo consignments.

WHEREAS:

The commercial environment in which both cargo agents and freight forwarders operate in Latin America is one that requires an agreement form reflecting an increased role for freight forwarders;

the Parties recognise the need for an agreement that reflects the characteristics of the Latin America air cargo market;

the Carrier and the Intermediary (sometimes jointly called ‘the Parties’) undertake to give a high priority to applying electronic commerce in accordance with IATA standards and procedures. Such electronic commerce will facilitate the identification of consignments, and the tracking, tracing and settlement requirements of the Parties and accelerate the introduction of necessary procedures with other competent entities to the benefit of the mutual customers;

- △ the Director General has provided the Parties with a copy of the LAACP Handbook (herein after called ‘the Handbook’). It contains the rules, regulations, IATA Conference Resolutions, instructions and procedures applicable to the Parties’ actions under the present Agreement. Amendments to the Handbook shall be provided to the Parties. The date of effect of such amendments shall be determined by the Cargo Agency Conference or the Joint Council, as applicable, but not earlier than 30 days after their dispatch from IATA. The amendments shall be deemed to be incorporated herein. The provisions of the Resolutions, and other material as determined by the Joint Council, contained in the Handbook are binding upon the Parties and each current release of the Handbook shall be incorporated by reference into this Agreement and forms an integral part of this Agreement;

the Parties acknowledge that they have received a copy of the current edition of the Handbook and have acquainted themselves with the contents thereof;

this Agreement does not prevent either of the Parties from using other distribution channels or methods, either with carriers or intermediaries or with shippers directly and does not purport to impose exclusivity of dealings on the Parties.

WHEREBY IT IS AGREED AS FOLLOWS:**Definitions of Terms used in this Agreement**

Air Waybill: the document of carriage as defined in [Resolution 823](#). For the purpose of this agreement, references to Air Waybill shall also include electronic shipment record.

Latin American Air Cargo Programme (‘LAACP’): the Latin American air cargo distribution system managed by IATA in support of the present Agreement.

Latin American Air Cargo Programme Directory (‘the Directory’): is the official list of all Intermediaries participating in the LAACP.

Latin American Air Cargo Programme Joint Council (‘Joint Council’): is the body composed of airline and airfreight forwarder nominees, charged with the overall responsibility for running the LAACP, pursuant to IATA CAC [Resolution 813zz](#).

Latin American Air Cargo Programme Operations Handbook (‘the Handbook’): the manual published under the auspices of the LAACP by the Joint Council. It contains the rules, regulations, IATA Conference Resolutions, instructions and procedures applicable to the Parties’ actions under the present Agreement and is revised and reissued as required.

Agent: in the context of this agreement, an Intermediary who acts on behalf of a Carrier in the conducting of Air Waybill transactions in accordance with Part I of the Agreement.

Forwarder: in the context of this agreement, an Intermediary which issues air waybills on a principal to principal basis, in accordance with Part 2 of this agreement, and which reflects its LAACP registered company name in both the Shipper and Agent boxes on the air waybill. Such designation within the LAACP does not imply compliance with national government licensing requirements.

Intermediary: in the context of this Agreement, a generic term for both Agent and/or Forwarder.

PART I. AGENCY RELATIONSHIP

Purpose of this Part I of the Agreement

The purpose of this Part I of the Agreement is to set out the contractual terms, which are specific to the Carrier/Agent relationship. The provisions of this Agreement shall apply to all Air Waybills completed by the Intermediary in its capacity as agent for the Carrier ('Agent').

1. EXECUTION

1.1 The terms of this Agreement, including any amendments hereto, shall have the same force and effect on the relationship between the Carrier and the Agent, once created, as though both were named herein and both had subscribed their names as Parties hereto;

1.2 this Agreement shall become effective between the Agent and a Carrier upon appointment of the Agent by such Carrier in accordance with the provisions of the Handbook. A Carrier may appoint the Agent by means of individual appointment or by general concurrence.

2. AGENT'S AUTHORITY

2.1 The authority of the Agent to represent the Carrier and its products and services under this Agreement shall be specifically limited to that expressly granted herein;

2.2 subject to the provisions of this Agreement, the Agent shall represent the Carrier in the sale of airfreight, other than mail, over the services of the Carrier and when authorised by the Carrier, over the services of other air carriers with which the Carrier has an interline agreement;

2.3 with respect to the Carrier's aircraft or route by which any consignment is to be transported and as to any service to be furnished by the Carrier, the Agent shall make only such representations as are authorised in this Agreement or as may thereafter be authorised by the Carrier in writing;

2.4 the Agent may represent itself on letterheads, advertising, telephone listings and classifications, office signs, and otherwise as an 'Agent', 'Cargo Agent', or 'IATA Cargo Agent', representing the Carrier, but shall not use any other designation which would indicate or imply in any way that its office is an office of the Carrier.

3. OBLIGATIONS OF AGENT TOWARDS THE CARRIER

3.1 The Agent shall make known and shall promote the services of the Carrier in every way reasonably practicable, including the use of display, promotional or publicity material that the Carrier may supply;

3.2 if the Agent accepts goods for carriage by air without the Carrier(s) being specified, the Agent shall be liable for loss of or damage to such goods until they have been delivered to and accepted by the Carrier.

4. OBLIGATIONS OF CARRIER TOWARDS THE AGENT

The Carrier shall furnish the necessary information and documentation to enable the Agent to fulfil its undertaking, that the completion of Carrier's Air Waybills and handling of consignments performed under this Agreement by the Agent, or by its officers or employees, shall be in strict compliance with the rates, rules and conditions applicable to such cargo transportation, as published in the Carrier's Conditions of Carriage or in its tariffs, timetables, notices, instructions or elsewhere unless otherwise agreed in writing between the Parties.

PART II. AIRFREIGHT FORWARDER RELATIONSHIP

Purpose of this Part II of the Agreement and Effectiveness

The purpose of this Part II of the Agreement is to set out the mutually-agreed framework of working relations between the Carrier and the Forwarder, so they may provide the shipper with a complete and integrated service. A contractual relationship between the Forwarder and the Carrier is hereby created.

Furthermore, the provisions of this Agreement shall apply to the Intermediary acting as Forwarder. Upon coming into effect, this Agreement, including any amendments thereto, shall have the same force and effect between the Carrier and the Intermediary acting as Forwarder as though they were both named herein and had both subscribed their names as parties hereto.

1. SCOPE OF MUTUAL REPRESENTATION

This Part II covers those airfreight transactions where the Parties contract with each other as between principals. In such transactions, the Forwarder's name appears in both the Shipper box and the Agent box of the Air Waybill and the Forwarder does not act as agent for the Carrier.

2. FORWARDER'S AUTHORITY

2.1 Subject to the provisions of this Agreement, the Airfreight Forwarder shall be entitled to tender goods to any Carrier from whom it has received air waybills or air waybill serial numbers, provided the freight is documented and Ready for Carriage, in accordance with the Handbook or the Carrier's specific instructions;

2.2 the Forwarder may represent itself as a Forwarder, Cargo Forwarder, or IATA Cargo Forwarder authorised to use the services of the Carrier, but shall not indicate or imply in any way that its office is an office of the Carrier;

2.3 the Forwarder may consolidate consignments on behalf of a number of different shippers and tender them to the carrier as one single consignment.

PART III. GENERAL PROVISIONS

Purpose of this Part III of the Agreement

The purpose of this Part III of the Agreement is to set out the general provisions applicable to both Agent and Forwarder as intermediaries (generally called “Intermediary”) as specified in Parts I and II of this Agreement.

1. RULES, RESOLUTIONS AND PROVISIONS INCORPORATED IN THIS AGREEMENT

1.1 The terms and conditions governing the relationship between the Parties, as set out herein, are to be understood in the context of the contents of the LAACP Handbook, which are incorporated by reference into this Agreement and made part hereof;

1.2 if not defined herein, the terms and expressions used in this Agreement shall, unless the context otherwise requires, have the meanings respectively provided in the Handbook. In the event of any conflict, contradiction or inconsistency between specific provisions of this Agreement and any provisions incorporated by reference, the specific provisions of this Agreement shall prevail;

1.3 the Parties shall observe all laws and regulations applicable to acts performed by them under this Agreement.

2. SECURITY MEASURES

The Parties shall adhere to security control measures as prescribed by the responsible authority(ies), and shall adhere to any other measures that may be required under the applicable IATA Resolutions.

3. DANGEROUS GOODS

The Intermediary shall not accept for delivery to a Carrier, or tender to the Carrier a shipment consisting of or containing a commodity classified as a Dangerous Goods (as defined in the current IATA Dangerous Goods Regulations), unless the commodity is properly described by name and is packed, marked and labelled and is in proper condition for carriage by air according to those Regulations, and is accompanied by a Certificate in the IATA agreed form stating that the commodity is properly described by name and is packed, marked and labelled and is in proper condition for carriage by air. The Certificate shall be signed by the person responsible for packing, marking and labelling. The Intermediary or the staff employed by the Intermediary may sign such declaration if he has been authorised by the shipper to act on his behalf to undertake shipper’s responsibilities in the preparation, packing, marking and labeling of the consignment and has been trained as required in subsection 1.5 of the applicable IATA Dangerous Goods Regulations.

4. THE AIR WAYBILL

4.1 The Carrier may supply Air Waybills or Air Waybill serial numbers for neutral issuing systems to the Intermediary;

4.2 where the Carrier authorises the Intermediary to execute Air Waybills supplied by it in connection with the sale of airfreight offered by any other air carrier, the Carrier shall provide such authorisation to the Intermediary in writing;

4.3 when issuing the Carrier’s Air Waybills, electronic shipment records and related documents, the Intermediary undertakes that the information entered by the Intermediary is correct;

4.4 the Intermediary shall be responsible for the safe custody and care of Air Waybills and Air Waybill serial numbers supplied to the Intermediary for use in an electronic environment, which the Intermediary may use for the sale of airfreight under this Agreement while they are in the Intermediary’s possession, and shall be responsible to the Carrier for any damage, loss or expenses suffered by the Carrier as a result of the use or misuse of such Air Waybills or Air Waybill serial numbers by the Intermediary;

4.5 the Intermediary acknowledges that Carrier’s Air Waybills and Air Waybill serial numbers supplied to the Intermediary for use in an electronic environment are and remain the sole property of the Carrier during the period that they are in the custody of the Intermediary, and the Intermediary acknowledges and agrees that it has no proprietary right to such documents or Air Waybill serial numbers. The Carrier may at any time at its sole discretion require that the Intermediary return such Air Waybills and Air Waybill serial numbers and the Intermediary agrees to surrender them forthwith to the Carrier, furthermore, the Carrier may, at any time at its sole discretion, require the Intermediary to cease and desist from issuing Neutral Air Waybills in the Carrier’s name;

4.6 the Intermediary shall not execute an Air Waybill until having received the complete consignment to be transported under such Air Waybill;

4.7 the Intermediary shall not execute an Air Waybill supplied by the Carrier in connection with the sale of airfreight offered by any other air carrier unless the Carrier has so authorised the Intermediary in writing;

4.8 after acceptance of the consignment, the Carrier shall not in any manner vary or modify the terms and conditions of the underlying Conditions of Contract in respect of the consignment.

5. OPERATIONAL PROCESSES

5.1 the Carrier shall advise the Intermediary of the locations designated by it for general acceptance or airfreight;

5.2 the Intermediary undertakes that the completion of the Carrier’s Air Waybills and handling of consignments performed under this Agreement by the Intermediary or

by its officers or employees, shall be in strict compliance with the rates, rules and conditions applicable to such transportation, as published in the Carrier's Conditions of Carriage or in its tariffs, timetables, notices, instructions or elsewhere, unless otherwise agreed in writing between the Parties;

5.3 the Intermediary shall not in any manner, vary or modify the terms and conditions set forth in any documents or instructions of the Carrier;

5.4 if the Intermediary, when acting as a Cargo Agent, accepts goods for carriage by air without the carrier(s) being specified, the Intermediary shall be liable for loss of or damage to such goods until they have been delivered to the Carrier;

5.5 the Carrier shall, upon presentation of its Air Waybills, properly executed by the Intermediary, and upon surrender of the Carrier's copies of such Air Waybills, accept the consignments therein described for transportation by the Carrier. The Carrier undertakes to provide or arrange for transportation of such consignments to the destination, as indicated on the Air Waybill, in the most effective manner.

6. READY FOR CARRIAGE

6.1 The Intermediary shall ensure that consignments are delivered to the Carrier at any location designated by the Carrier for general acceptance of all consignments, properly packed, marked, documented, addressed and labelled, in accordance with the Carriers specific instructions and the applicable IATA Traffic Conference Resolutions, so as to be Ready for Carriage;

6.2 the Intermediary shall transmit to the Carrier such specific requests or in connection with each consignment, as may be proper to enable the Carrier to render efficient service to its customers; provided that any such requests or particulars transmitted by electronic means shall be in conformity with industry standards and procedures as determined and published by IATA;

6.3 all shipments tendered by the Intermediary to the Carrier, unless otherwise agreed, shall be tendered subject to the Conditions of Carriage of the Carrier or Carriers concerned applicable to such transportation and to the tariffs, rules, regulations and instructions governing the sale and use of such transportation in force at the time of tender and presentment for carriage as published in the Carrier's tariffs, timetables, notices and elsewhere, or as otherwise agreed;

6.4 the Intermediary shall request reservation of cargo space only as required by the applicable tariffs and other instructions provided from time to time by the Carrier. If so instructed by the Carrier, the Intermediary shall secure confirmation from the Carrier that a definite reservation has been made before preparing an Air Waybill for carriage over the routes of the Carrier or of other air carriers;

6.5 the Intermediary shall conduct its activities in all of its offices only under the name as set forth in this Agreement, as registered with IATA and as it appears in

the Directory. The Intermediary shall abide by the terms, representations and conditions in any application or undertaking made by it to IATA for the purpose of causing IATA to list or publicly endorse it. The Intermediary shall notify, in a timely manner, IATA on behalf of the Carrier of any change in material information supplied in the application or undertaking;

6.6 the Intermediary undertakes to maintain at all places where it makes airfreight Ready for Carriage the premises, staff and equipment required, as specified in the Handbook.

7. MONIES DUE BY THE INTERMEDIARY TO THE CARRIER—REMITTANCE AND FINANCIAL CRITERIA

7.1 The Intermediary shall be obliged to pay to the Carrier monies due to the Carrier, whether or not the Intermediary has been paid such monies;

7.2 the Carrier may, subject to applicable currency regulations, designate the currencies in which remittances are to be made;

7.3 the Intermediary shall remit to the Carrier such monies, in accordance with the provisions in the Handbook. Unless otherwise instructed in writing by the Carrier, the Intermediary shall be entitled to deduct from remittances the applicable commission/remuneration to which it is entitled hereunder;

7.4 the Parties shall refrain from providing CASS data that is proprietary information of the other Party to any Person not participating in that CASS, without prior authorisation from the Director General. Where it is authorised that data may be made available to third parties, but only in such a manner that data specific to the Intermediary and/or the Carrier cannot be identified, unless the Parties agree to such identification.

8. COMMISSION/REMUNERATION

Commission and/or Remuneration for business conducted under Part I and Part II of this Agreement, is a matter arranged bilaterally between the Parties.

9. INSURANCE

9.1 The Carrier shall maintain adequate insurance arrangements, where available, to cover its legal liabilities under this Agreement;

9.2 The Intermediary shall maintain adequate insurance, where available, to cover its legal liability under this Agreement.

10. DISPUTES AND ARBITRATION

Any dispute arising between the Intermediary and the Carrier involving the interpretation of this Agreement or mutual performance there under by the Parties may be

referred to binding arbitration for resolution, in accordance with the arbitration procedures referred to in the Handbook. If any matter is to be reviewed by arbitration pursuant to the provisions in the Handbook, the Parties hereby submit to arbitration in accordance with such rules and agree to observe the procedures therein provided and to abide by any arbitration award made there under.

11. CLAIMS

11.1 The Carrier shall expeditiously process claims raised by the Intermediary, in accordance with the Carrier's Conditions of Carriage, National Law and the Warsaw Convention or Montreal Convention as applicable.

11.2 in order to protect any right of the Carrier to defend against any claim for damage, loss or delay of cargo:

11.2(a) since a claim received by the Intermediary, when acting as Agent, is deemed to be received by the Carrier when received by the Agent, the Intermediary must immediately notify the Carrier in writing of such claim, or as soon as reasonably practicable, in accordance with the timeframes as may be published in the Carrier's Conditions of Carriage or its Tariffs;

11.2(b) the Intermediary, when acting as Forwarder, shall immediately notify the Carrier in writing of such claim. For claims received by the Intermediary when acting as Forwarder, within the timeframes detailed below:

11.2(b)(i) for visible damage or other damage to goods, fourteen (14) days from receipt of the goods by the person entitled to receipt;

11.2(b)(ii) for delay of goods, within twenty-one (21) days from the date of goods are placed at the disposal of the person entitled to receipt;

11.2(b)(iii) for non-delivery of goods, within one hundred and twenty (120) days from the date of the issue of the air waybill; the Carrier will accept notice from the Forwarder within seventy-two (72) hours following these timeframes, and will be deemed to have received such claim within the above-mentioned timeframes;

11.3 where the Carrier has appointed a subcontractor to perform one or more of the Carrier's obligations hereunder, it shall be fully liable for all actions taken by such subcontractor on behalf of the Carrier and the Carrier hereby agrees that the subcontractor's place of business is the place of jurisdiction in respect of any claims by the Intermediary against the Carrier.

12. GENERAL INDEMNITIES AND WAIVER

12.1 The Intermediary recognises that the Carrier, and IATA, are required under the Latin American Air Cargo Programme to issue notices, give directions, and take other action under the Programme, including in the circumstances therein provided, giving notices of irregularity and default, notices of alleged violations, and

notices of grounds for removing an Intermediary from the Directory or for reprimanding an Intermediary. The Intermediary hereby waives any and all claims and causes of action against the Carrier and IATA, and against any of their officers and employees for any loss, injury or damage (including damages for libel, slander, or defamation of character) arising from any act done or omitted in good faith in connection with the performance of any of their duties or functions under the Latin American Air Cargo Programme and indemnifies them against any such claims by the Intermediary's officers or employees;

12.2 the Carrier agrees to indemnify and hold harmless the Intermediary, when acting as Agent, its officers and employees from liability for any injury, loss or damage arising in the course of transportation or other ancillary services provided by the Carrier pursuant to a sale made by the Intermediary hereunder or arising from the failure of the Carrier to provide such transportation or services, except to the extent that such injury, loss or damage is caused or contributed to by the Intermediary, its officers or employees;

12.3 the Intermediary when acting as Agent, agrees to indemnify and hold harmless the Carrier, its officers and employees from liability for any loss, injury, or damage arising from any negligent act or omission, or willful misconduct of the Intermediary, its officers or employees, in performing or in breach of this Agreement, except to the extent that such injury, loss or damage is caused or contributed to by the Carrier, its officers or employees.

13. PROGRAMME FEES

The Parties shall pay to IATA, programme fees in the amount and within the time prescribed by the Joint Council, in accordance with the Latin American Air Cargo Programme.

Notwithstanding the above, an annual amount of USD15 per each IATA Accredited cargo agent shall be provided to FIATA/AFI for the purpose of supporting the global IATA/FIATA dialogue process.

14. TRANSFER, ASSIGNMENT, CHANGE OF LEGAL STATUS, OWNERSHIP, NAME OR ADDRESS

14.1 This Agreement, and the right to any remuneration payable hereunder shall not be assigned or otherwise transferred, in whole or in part, by the Intermediary to any other Person;

14.2 in the event that the Intermediary proposes to effect any change(s) in its legal status, ownership, name and/or address (within the meaning of these expressions as used in the Handbook), the Intermediary undertakes to comply with the procedures as set forth in the Handbook.

15. NOTICES

15.1 All notices to be sent under this Agreement from the Carrier or from the Director General to the Intermediary or from the Intermediary to the Carrier, or to the Director General, shall be sufficient if sent by any means that provides proof of dispatch or receipt, addressed, as appropriate to;

15.1.1 the Chief Executive Officer at the principal office of the Intermediary;

15.1.2 the Accredited Representative at the head office of the Carrier;

15.1.3 the Director General at the address shown in this Agreement, which address may be changed by notice given in writing to the Intermediary by the Director General.

16. APPLICABLE LAW

This Agreement shall in all respects be governed by and interpreted in accordance with the law of the [country to be inserted] ("the Specified Country"). In the event of conflict between the contents of any provision of this Agreement and such law, the law of the Specified Country shall prevail.

17. TERMINATION

17.1 This Agreement may be terminated without prejudice to fulfillment by the Parties of all obligations accrued prior to the date of termination;

17.1.1 at any time by not less than 15 days notice in writing by either of the Parties to the other;

17.1.2 immediately, in the event the Intermediary is removed from the Directory in accordance with the provisions in the Handbook.

18. ACTION TO BE TAKEN CONSEQUENT TERMINATION

Upon termination of the Agreement, the Intermediary shall immediately return all unused Air Waybills held and cease using all Air Waybill serial numbers assigned, and effect immediate settlement of all monies due and payable under the terms of this Agreement, substantiated by complete and satisfactory accounting therefore. The Intermediary shall be liable for any loss or damage suffered by the Carrier arising out of the loss or misuse by the Intermediary of such Air Waybills, or the misuse by the Intermediary of any Air Waybill serial numbers supplied to the Intermediary for use in an electronic environment, which were in the possession of the Intermediary at the termination of the Agreement and were not duly surrendered.

19. SEVERABILITY

If any provision of this Agreement is held to be illegal or invalid, this shall not have the effect of invalidating the other provisions, which shall accordingly remain binding and effective between the Parties.

20. OTHER AGREEMENTS SUPERSEDED

This Agreement shall supersede any and all prior similar agreements between the Parties, without prejudice to such rights and liability as may exist at the date hereof.

21. DURATION

This Agreement shall be of indefinite duration and may be terminated in accordance with the relevant provisions set out herein.

SIGNED BY

Director General of the International Air Transport Association, acting as agent for the Carriers referred to in the preamble hereto.

By _____
(Authorised Representative)

(Signature)

(Name, typed or printed)

SIGNED BY

The Authorised Person on behalf of the Intermediary Name & Address

By _____
(Authorised Representative)

(Signature)

(Name, typed or printed)

(Capacity)

WITNESS

(Signature)

(Name, typed or printed)

Note: When in accordance with local law, execution of this Agreement requires the signatures of the parties to be witnessed, or notarised, such formalities must be accomplished. The space below may be used for that purpose.

RESOLUTION 813zz

Attachment 'B'

Contents

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APPENDIX 1—NOTICE OF CHANGE

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Section 1—Criteria for Registration and Retention

Any Person in possession of the appropriate official licenses, where required, may become an IATA Cargo Intermediary in the country where such Person conducts business by making an application to the Agency Administrator and by meeting the requirements and criteria set forth in the Latin American Air Cargo Programme Handbook. Such requirements and criteria must continue to be met to ensure retention as an IATA Cargo Intermediary (in which event, the term 'applicant' where used in this Section shall be understood to include an IATA Cargo Intermediary). When there are reasons to believe that an IATA Cargo Intermediary does not continue to meet such requirements and criteria, the Agency Administrator shall on his own initiative, or may, at the request of any Member, initiate a review of the Intermediary by the LAACP Ombudsman.

1.1 MINIMUM STAFF REQUIREMENTS WHERE AIR CARGO IS MADE READY FOR CARRIAGE

Where a competency-based training and assessment approach in respect of dangerous goods is implemented and accepted within the national regulatory framework of a country, the following provisions will apply in respect of the Intermediary and personnel who process, accept and/or handle cargo.

The employer of personnel that perform functions aimed at ensuring that dangerous goods are transported in accordance with all applicable regulations, including IATA Dangerous Goods Regulations (DGR), ICAO requirements and those of national governmental agencies, must establish and maintain a dangerous goods training program.

The provision of such dangerous goods training should be commensurate with the operational functions of individuals and their tasks, regardless of job titles. It must ensure all personnel have the appropriate level of competence training and proficiency to perform the functions for which they are responsible in a specific operational setting and to be in compliance with domestic and international regulatory requirements that apply to those operations. For persons to maintain an appropriate level, DGR competence training and assessment of proficiency shall be recurrent at least every 24 months.

The applicant shall employ full-time persons competent and qualified to provide the services and handling functions described in the Latin American Air Cargo Programme Handbook so that a minimum of one person is present at all places where air cargo is made ready for carriage whenever such places are open for business. The applicant must supply evidence that a minimum of two persons meet the Dangerous Goods and General Cargo training requirements and that such persons:

- △ 1.1.1 hold the IATA Introductory Course Diploma or have completed an equivalent course offered by an IATA Member, a FIATA member whose course has been accredited by FIATA or any other course acceptable to

the Council offered by an airline, commercial organisation, or training institute; provided that any Intermediary which does not meet this requirement shall demonstrate that its staff includes at least two full-time competent persons with not less than 2 years' experience in providing air cargo services.

1.1.2 at the time of application and at all times subsequent to registration, two persons must hold a valid certificate, issued within the previous two years, or within such other period as may be specified by the local competent authority, attesting to the bearer's having followed a recognised training course in Dangerous Goods Acceptance and passed a written examination based on that course;

for the purpose of this Resolution, a recognised training course means:

1.1.2(a)(i) an IATA Dangerous Goods Course;

1.1.2(a)(ii) a Member's course of formal instruction in Dangerous Goods Acceptance;

1.1.2(a)(iii) a course of formal instruction in Dangerous Goods Acceptance offered by a training establishment, which has been appraised and endorsed by IATA as an Accredited Training School (ATS) and/or Competency-Based Training Assessment (CBTA) Center,

△ 1.1.2(a)(iv) a course of formal instruction offered by a training organization or other establishment which has been endorsed, or meets the criteria established by the regulatory authority responsible for Dangerous Goods in the specified country. Certificates must be accompanied by a letter issued by the training provider that the course is approved by the national aviation authority in the specified country or that the course complies with the national aviation regulations of that country.

△ 1.1.2(a)(v) the ICAO-FIATA Dangerous Goods by Air training program;

1.1.2(b) provided, that all the above training courses shall, where required in the country of registration of the applicant, also be approved in advance by the local competent authority responsible for regulating Dangerous Goods matters in that country;

1.1.2(c) failure to renew the certificate of Dangerous Goods course of training by a date specified by the Agency Administrator, with the result that the Intermediary no longer fulfils the conditions of this Subparagraph, shall be grounds for the Agency Administrator to remove the Intermediary from the Directory;

1.1.3 in addition to the stated Dangerous Goods Acceptance training requirements for the competent and qualified staff of the applicant described above, all other persons assigned by the applicant to process consignments and/or make them ready for carriage shall have completed a Dangerous Goods General Cargo Accepting and Processing training in accordance with national governmental agency and/or ICAO requirements. Persons responsible for handling consignments, including loading consignments onto unit load devices shall have completed a Dangerous Goods course for Personnel Respon-

sible for Handling Cargo in a Warehouse, Loading and Unloading Unit Load Devices and Loading and Unloading Aircraft Cargo Compartments in accordance with national governmental agency and/or ICAO requirements.

1.1.4 Notwithstanding Paragraphs 1.1 through 1.1.2(c) an applicant may apply to be registered as an IATA Intermediary (non-Dangerous Goods Handler) provided it complies with all other accreditation criteria including provision of dangerous goods training to applicable persons in accordance with 1.1.3, above, and has submitted declaration Attachment 'B' Appendix 2 confirming that it shall not accept nor make ready for carriage any consignment containing Dangerous Goods.

1.2 FINANCIAL REQUIREMENTS

1.2.1 Financial Standing

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△ Applicants shall submit financial statements which shall consist of a current certified Profit and Loss Statement and Balance Sheet, independently produced and prepared in accordance with local accounting practices. IATA will review the financial standing of the Applicant as outlined in the Financial Criteria as published in the Latin America Air Cargo Program Handbook.

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△ The financial position of an Intermediary shall be subject to annual review by the Agency Administrator and the Intermediary may be required to:

- 1) Furnish documents specified in the Handbook, deemed necessary to conduct such review
- 2) Renew by the expiry date any financial guarantee or bond
- 3) Adjust the level of any financial guarantee or bond

□ The late submission or failure by an Intermediary to submit its financial statements as required in accordance with any of the provisions of these Rules, or applicable Local Financial Criteria, and/or following a specific request and deadline received from IATA, shall be grounds to require the Intermediary to promptly provide a financial security. In addition, the Intermediary may be subject to further measures for such late submission or continued noncompliance, as described in these provisions, including administrative charges.

Failure to comply with the above and/or with the financial requirements contained within the Handbook shall constitute grounds for IATA to give the Intermediary 30 days to comply. Failure by the Intermediary to comply within 30 days shall be grounds for IATA to request a financial security from the Intermediary. Failure by the Intermediary to comply within 30 days shall be grounds for IATA to give the Intermediary written notice of termination, provided that if the Intermediary submits the required financial security, or renews or adjusts its bank guarantee or bond prior to the removal date the termination shall not

take effect. Where the Agency Administrator gives notice of termination under this provision, the notice shall specify the date at which it will be effective, which shall not be before the date specified in the termination clause of the Cargo Intermediary Agreement.

1.2.2 notwithstanding the provisions contained within paragraphs 1.2.1, an Intermediary may satisfy the requirement to provide additional financial support through the provision of any type of security accepted by the Agency Administrator from time to time.

1.3 PROMOTION, SELLING AND/OR HANDLING

the applicant must meet the requirements published in the Handbook regarding office location and liability insurance.

1.4 PROCESSING OF CONSIGNMENTS

the applicant must have premises, staff and equipment meeting the criteria established by the Council and published in the Handbook, for the performance of the operational functions.

1.5 LICENSE TO TRADE AND OTHER NATIONAL LEGAL REQUIREMENTS

where officially required, the applicant must be in possession of a valid license to trade and meet any other national legal requirements in the country of operation. Suspension or withdrawal of this license shall constitute grounds for the Agency Administrator to suspend the Intermediary from CASS and to initiate a review by the Ombudsman.

1.6 NAME

restrictions on an applicant's business name, if any, will be contained in the Handbook. However, the applicant must not have a name which is the same as, or misleadingly similar to that of an IATA Member or IATA, nor should its place of business be identified as an office of an airline.

1.7 ETHICAL BUSINESS PRACTICES

the applicant, its managerial staff or its principal stockholders (or persons for whom they act as nominees), directors or officers or managers shall not have been found guilty of willful violations of fiduciary obligations incurred in the course of business, nor be undischarged bankrupts. Further requirements, if introduced by the Latin American Joint Council, will be published in the Handbook.

1.8 PRIOR DEFAULT

Restrictions regarding an applicant who has previously been or is currently associated with a defaulting Agent, Associate or Intermediary will be published in the Handbook.

However, no person shall be registered or retained as an Intermediary if anyone who is a Director or who holds a financial interest or a position of general management in the applicant, is also holding or has held similar positions in an Intermediary which:

- 1) currently under notice of default and has outstanding debts still owing to Members or its debts have been met solely or in part by recourse to a financial bond or guarantee, or
- 2) has been removed from the Agency List and has outstanding debts still owing to Members, or its debts have been met solely or in part by recourse to a financial bond or guarantee,
- 3) provided that the applicant may nevertheless be approved if the Agency Administrator is satisfied that such person did not participate in the acts or omissions that caused such removal or default or if he is satisfied that the applicant can be relieved upon to comply with the terms of the Cargo Intermediary Agreement, these Rules and other Resolutions of the Conference.

1.9 REGULATORY AND LEGAL COMPLIANCE

1.9.1 the applicant must provide any documentation required by IATA in order to comply with applicable anti-money laundering, sanctions, or other regulatory or legal requirements.

1.9.2 the application may not be approved if IATA considers that it is prohibited from doing business with the applicant or that doing so would pose an undue risk to IATA under applicable regulatory or legal requirements.

Section 2—Procedures

Upon request, the Agency Administrator shall supply each prospective applicant with an application form and a copy of the Latin American Air Cargo Programme Handbook (at a nominal charge) containing these Rules and other relevant information and guidance.

2.1 APPLICATION FOR REGISTRATION

an applicant which wishes to be included in the Latin American Air Cargo Programme Directory shall apply to the Agency Administrator who is empowered to register the applicant or to reject the application in accordance with the registration criteria agreed by the Joint Council and published in the Handbook.

2.2 FORM OF APPLICATION—PROCESSING

2.2.1 The submitted application shall be accompanied by such financial and other documents together with appropriate fees as set forth in the Handbook:

2.2.2 upon receipt, the Agency Administrator shall promptly consider whether such application is complete. If any of the required information or fees have not been included with the application the Agency Administrator shall so inform the applicant;

2.2.3 if the Agency Administrator finds the application complete, he shall notify Members and publish details of the Intermediary;

2.2.4 the Agency Administrator may arrange for an independent inspection report to assist him in determining whether the applicant meets the qualifications necessary to become an IATA Cargo Intermediary;

2.2.5 the Agency Administrator shall consider each application and supporting information and any other information brought to his attention and decide if the applicant meets the qualifications to become an IATA Cargo Intermediary;

2.2.6 the applicant shall be notified promptly in writing of the Agency Administrator's approval, and in the event of rejection, shall be given clear reasons why the application failed;

2.2.7 a rejected applicant may request reconsideration of the decision by the Agency Administrator or may invoke the procedures for review of the Agency Administrator's action by the Ombudsman;

2.3 ACTION FOLLOWING REGISTRATION OF APPLICANT

2.3.1 if the Agency Administrator determines that the applicant has shown that it meets the qualifications, he shall enter it in the Latin American Air Cargo Programme Directory;

2.3.2 the Director General, acting on behalf of Members desiring to appoint an Intermediary shall execute a Cargo Intermediary Agreement with each Person registered as an Intermediary in accordance with these Rules. The Agency Administrator shall promptly notify all Airlines of the names of parties executing Cargo Intermediary Agreements and the dates of such Agreements;

2.3.3 the Agency Administrator shall maintain, publish and circulate from time to time, a Latin American Air Cargo Programme Directory of all Persons with whom the Director General has entered into a Cargo Intermediary Agreement in accordance with [Subparagraph 2.3.2](#) of this Paragraph. The contents and information contained within the Directory will be determined by the Latin American Air Cargo Programme Joint Council.

2.4 APPOINTMENT OF INTERMEDIARY

2.4.1 Manner of Appointment

a Member may appoint an Intermediary, which is in the Latin American Air Cargo Programme Directory in the following manner:

2.4.1.1 by depositing with the Agency Administrator a statement of general concurrence for the appointment of all Intermediaries. The Agency Administrator shall from time to time publish in the Latin American Air Cargo Programme Handbook, a list of Members having deposited such a statement of general concurrence;

2.4.1.2 alternatively, a Member may inform such Intermediary, in writing with copy to the Agency Administrator, that such Member specifically concurs in its appointment as an Intermediary;

2.4.2 Effective Date

such appointment(s) shall be effective as follows:

2.4.2.1 as to those Members who have deposited a statement of general concurrence, immediately upon inclusion of the Intermediary in the Latin American Air Cargo Programme Directory, or as from the date the statement is deposited if such date is subsequent to that of the Intermediary's inclusion in the Latin American Air Cargo Programme Directory,

2.4.2.2 as to any other Member, as of the date stated as the effective date in such Member's specific concurrence, which shall not be earlier than the date when the Intermediary was included in the Latin American Air Cargo Programme Directory.

2.5 TERMINATION OF INDIVIDUAL APPOINTMENT

any Member having appointed an Intermediary may cancel such appointment by so notifying the Intermediary in writing with copy to the Agency Administrator.

2.6 DELIVERY OF AIR WAYBILLS BY MEMBERS

the provision of Air Waybills shall be at the option of the Member. The Member may, also at its option, authorise the Intermediary to issue on the Member's behalf, Neutral Air Waybills in conformity with the provisions of [Resolution 600a](#).

2.7 REVIEW OF MEMBER'S INDIVIDUAL DECISION

2.7.1 notwithstanding the provisions of [Paragraphs 2.4, 2.5](#) and [2.6](#) of this Section, an Intermediary which considers itself aggrieved by the decision of a Member:

2.7.1.1 To refuse to appoint such Intermediary, or

2.7.1.2 to withdraw its appointment of such Intermediary, or

2.7.1.3 to refuse to:

2.7.1.3(a) supply the Intermediary with stock of its Air Waybills, or

2.7.1.3(b) authorise the Intermediary to issue Neutral Air Waybills on its behalf, or

2.7.1.4 to withdraw:

2.7.1.4(a) its Air Waybill stock from the Intermediary, or

2.7.1.4(b) its authorisation to the Intermediary to issue Neutral Air Waybills on its behalf.

2.7.2 with the result that such Intermediary's commercial interests are adversely affected to the point of placing its business in jeopardy, shall have the right to obtain such Member's criteria for appointing Intermediaries or reasons for refusal or withdrawal. If the Intermediary believes such justification is unreasonable then the Intermediary shall, in the first instance, seek clarification and satisfaction from the Member. If the issue is not thereby resolved, the Intermediary shall have the right to have the Member's decision reviewed by the Ombudsman; provided that when the Member's decision to withdraw its appointment, stock of Air Waybills or authorization to issue Neutral Air Waybills from the Intermediary was made in application of the collective provisions of these Rules, the Intermediary's right for review shall not be exercised against the Member individually but as set forth in the particular provisions concerned and in [Resolution 811e](#) (the Handbook).

2.8 CAPACITY AND INDEMNITY

△ the Director General, the Agency Administrator and the CASS Management, in performing any action pursuant to these Rules, to [Resolutions 851, 853](#) and their Attachments, and to any other applicable Resolutions, act not as principals but as agents for the Members concerned. Members appointing Intermediaries undertake to indemnify IATA, its officers, employees, Cargo Agency Commissioner, Ombudsman and other appointees against any liability (including liability for legal costs) for any action taken or omitted in good faith in the performance of their

functions under these Rules (other than functions performed pursuant to [Resolution 801r](#)). Members participating in Cargo Accounts Settlement System (CASS-Export) or in CASS-Import and Terminal Charges (CASS-ITC) undertake to indemnify IATA, its officers, employees, Cargo Agency Commissioner, Ombudsman and other appointees against liability (including liability for legal costs) for any action taken or omitted in good faith in the performance of their functions with respect to such system under [Resolutions 851, 853](#) and their Attachments, and underof [Resolution 801r](#), as applicable.

Section 3—Conditions for Payment of Commission

3.1 AUTHORISATION AND CALCULATION OF COMMISSION

Remuneration for the sale and handling of international air cargo transportation shall be agreed bilaterally between the parties.

Section 4—Measures Affecting an Intermediary's Standing

4.1 WITHDRAWAL BY INTERMEDIARY

4.1.1 an Intermediary may voluntarily relinquish its registered status at any time by giving advance notice in writing to the Agency Administrator who shall notify all Airlines. The notice will state an effective date of withdrawal, without prejudice to fulfillment by the Intermediary and each of the Members having the Intermediary under appointment, of all obligations accrued up to the date of withdrawal from the Latin American Air Cargo Programme Directory;

4.1.2 in the event an Intermediary voluntarily relinquishes any Member's appointment it shall so notify the Member in writing.

4.2 REMOVAL BY AGENCY ADMINISTRATOR

the Agency Administrator may, in accordance with the provisions of these Rules, remove for cause an Intermediary from the Latin American Air Cargo Programme Directory by giving notice in writing to the Intermediary to take effect in accordance with these Rules. Such removal shall be without prejudice to fulfillment by the Intermediary and each of the Members having the Intermediary under appointment of all obligations accrued up to the date of removal from the Latin American Air Cargo Programme Directory.

4.3 NOTICE OF SUSPENSION BY AGENCY ADMINISTRATOR

when an Intermediary is suspended for cause under the provisions of these Rules, the Agency Administrator shall give notice thereof in writing to the Intermediary. The suspension will take effect from the time specified in the written notice.

4.4 EFFECT OF REMOVAL OR SUSPENSION OR REPRIMAND

4.4.1 Removal

when the Agency Administrator has served notice that an Intermediary is to be removed from the Latin American Air Cargo Programme Directory:

4.4.1.1 the Agency Administrator shall by notice to the Intermediary terminate the Intermediary's Cargo Intermediary Agreement and so notify Airlines,

4.4.2 Suspension

when notice has been served by the Agency Administrator that an Intermediary is to be suspended:

4.4.2.1 the Agency Administrator shall so notify Airlines,

4.4.2.2 in all other respects the provisions of these Rules and of other applicable Resolutions continue to apply to the Intermediary during the period of suspension;

4.4.3 Reprimand

when a reprimand is issued to an Intermediary under any of the provisions of these Rules, the Agency Administrator shall record it against the Intermediary and notify the Intermediary that this has been done.

4.5 LICENSE TO TRADE

in addition to actions affecting an Intermediary's IATA standing which may be taken pursuant to these Rules, the application of the Cargo Intermediary Agreement to an Intermediary and the capacity of such Intermediary to do business with Members may be affected by termination, suspension or other condition relating to the Intermediary's license to trade (where this is officially required) imposed by the government authorities of the place where the Intermediary is situated. In such case, the Agency Administrator shall promptly notify all Airlines, with copy to the Intermediary, of the effects of such government action.

4.6 FORCE MAJEURE

The Intermediary shall not be liable for delay or failure to comply with the terms of the Cargo Intermediary Agreement to the extent that such delay or failure (i) is caused by any act of God, war, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, act of government, or any other cause, whether similar or dissimilar, beyond the reasonable control of the Agent, and (ii) is not the result of the Agent's lack of reasonable diligence (an 'Excusable Delay'). In the event an Excusable Delay continues for seven days or longer, the Agency Administrator shall have the right, at its option, to terminate this Agreement by giving the Agent whose performance has failed or been delayed by the Excusable Delay at least thirty days' prior written notice of such election to terminate.

4.7 REGULATORY AND LEGAL COMPLIANCE

if IATA considers that it is prohibited from doing business with an Intermediary or that doing so would pose an undue risk to IATA under applicable regulatory or legal requirements, it shall suspend or remove the Intermediary from the Latin American Air Cargo Programme Directory.

Section 5—Change of Ownership, Legal Status, Name or Address

5.1 NOTIFICATION OF CHANGES

notification with respect to changes of ownership, legal status, name or address of the Intermediary shall be given to the Agency Administrator prior to the change, and processed in accordance with the provisions of this Section; provided that when an Intermediary undergoes a change of ownership or status which also includes a change of name or address, all changes shall be notified by the Intermediary in a single notice of change and actioned by the Agency Administrator as one application.

5.2 PROCESSING OF CHANGES

5.2.1/5.2.1.1 the following changes of ownership shall require the execution of a new Cargo Intermediary Agreement, and shall be processed in accordance with [Paragraph 5.3](#) of this Section:

5.2.1.1(a) in the case of a sole owner, partnership or other unincorporated firm:

5.2.1.1(a)(i) the transfer of an interest in the Intermediary which has the effect of transferring control of the Intermediary to a Person in whom it was not previously vested,

5.2.1.1(a)(ii) the admission or withdrawal of a partner,

5.2.1.1(b) in the case of a corporation, the disposal of the Intermediary's business and its acquisition by a Person who is not an Intermediary;

5.2.1.2 the following changes of ownership in a corporation shall not require the execution of a new Cargo Intermediary Agreement, and shall be processed in accordance with [Paragraph 5.4](#) of this Section:

5.2.1.2(a) a reduction of capital,

5.2.1.2(b) the disposal or acquisition by any Person of stock representing 30% or more of the total issued share capital of the Intermediary,

5.2.1.2(c) any other transfer of stock that has the effect of vesting the control of the Intermediary in a Person in whom it was not previously vested, whether by means of a single transaction or as the result of a series of transactions, over a period of not more than three years.

5.2.2 the following changes of ownership and legal status shall require the execution of a new Cargo Intermediary Agreement, and shall be processed in accordance with [Paragraph 5.3](#) of this Section:

5.2.2.1 in the case of a sole ownership, partnership or other unincorporated firm, the incorporation of the Intermediary;

5.2.2.2 in the case of a corporation:

5.2.2.2(a) the transformation of the Intermediary into a partnership or other unincorporated firm,

5.2.2.2(b) any change which reduces the liability of any Person who was previously liable, directly or indirectly, for the debts of the corporation.

5.2.3 the following other changes shall be processed in accordance with the appropriate Paragraph of this Section as indicated:

5.2.3.1 death of sole owner or of a member of a partnership or other unincorporated firm—[Paragraph 5.9](#);

5.2.3.2 death of stockholder—[Paragraph 5.10](#);

5.2.3.3 change of name—[Paragraph 5.11](#);

5.2.3.4 change of address—[Paragraph 5.12](#).

5.3 CHANGES REQUIRING NEW AGREEMENT

when an Intermediary proposes to effect a change of ownership and/or legal status as described in [Subparagraph 5.2.1.1](#) or [Paragraph 5.2.2](#) of this Section:

5.3.1 the Intermediary ('the transferor') and the proposed new owner ('the transferee') shall jointly give the Agency Administrator notice of the proposed change in the form as prescribed by [Appendix 1](#) to these Rules at least 30 days before the change is to be effected. At the same time the transferee shall submit an application for approval and inclusion in the Latin American Air Cargo Programme Directory in accordance with [Section 2](#) of these Rules and the application shall be considered and dealt with in accordance with the provisions of that Section;

5.3.2 on receipt of a notice of change and a duly completed application in time to enable the Agency Administrator to process the application, the Agency Administrator shall execute a provisional Cargo Intermediary Agreement with the transferee unless the application reveals or the Agency Administrator has reason to believe that the application should be disapproved because the transferee does not meet one or more of the requirements of [Section 1](#) of these Rules. Nevertheless if prior to the final decision on the application the transferee eliminates the grounds for disapproval to the satisfaction of the Agency Administrator, the Agency Administrator shall execute a provisional Cargo Intermediary Agreement with the transferee;

5.3.3 the transferee's provisional Cargo Intermediary Agreement shall take effect from the date when the change of ownership and/or status takes place. The transferor's Cargo Intermediary Agreement shall terminate as of the date when the change of ownership and/or status takes place, without prejudice to the fulfillment of all obligations accrued prior to the date of termination;

5.3.4 a provisional Cargo Intermediary Agreement shall be in the same form and have the same effect as a Cargo Intermediary Agreement. The Agency Administrator shall notify all Members of the execution of the provisional agreement and on receipt of such notice Members may do business with the transferee as if he were an Intermediary.

5.4 CHANGES NOT REQUIRING A NEW AGREEMENT

when an Intermediary proposes to effect a change of ownership as described in [Subparagraph 5.2.1.2](#) of this Section:

5.4.1(a) the Intermediary shall give the Agency Administrator notice of the proposed change in the form of [Appendix 1](#) to these Rules at least 30 days before the change is to be effected. As soon as possible the Intermediary shall also provide a current financial statement. On receipt of the notice, the Agency Administrator shall:

5.4.1(a)(i) bill the Intermediary for a change of ownership fee as provided in [Section 7](#) of these Rules, and

5.4.1(a)(ii) publish promptly to Members in a monthly listing that such a notice has been received;

5.4.1(b) any Member may within 30 days of publication of such information, file evidence with the Agency Administrator indicating the grounds why, in that Member's opinion, the Intermediary does not meet the qualifications to remain an Intermediary. The Agency Administrator shall inform the Intermediary that such protest has been made and invite response;

5.4.2 on receipt of a notice of change in time to enable the Agency Administrator to process the change, the Agency Administrator shall give provisional approval of the change unless the notice reveals or the Agency Administrator has reason to believe that the Intermediary should not be retained because it does not meet one or more of the requirements of [Section 1](#), of these Rules. Nevertheless if prior to final decision on the change the Intermediary eliminates the grounds for disapproval to the satisfaction of the Agency Administrator, the Agency Administrator shall give provisional approval of the change;

5.4.3 the provisional approval of the change shall take effect from the date when the change takes place and the Agency Administrator shall notify all Members accordingly.

5.5 LACK OF PROVISIONAL AGREEMENT OR APPROVAL

when pursuant to [Subparagraph 5.3.2](#) or [5.4.2](#) of this Section the Agency Administrator is unable to execute a provisional Cargo Intermediary Agreement or to give provisional approval as at the date of the change, the Agency Administrator shall notify all Members and, where applicable, the CASS Management accordingly and may suspend from CASS where applicable.

5.6 FINAL APPROVAL BY AGENCY ADMINISTRATOR

5.6.1 in addition to any action taken by the Agency Administrator under [Paragraphs 5.3](#) and [5.4](#) of this Section he shall obtain from such source and in such manner as he may deem appropriate a report on the transferee or Intermediary, as the case may be, indicating whether the requirements set out in [Section 1](#) of these Rules are satisfied;

5.6.2 if, the report shows that the said requirements are satisfied, and no protest has been received from a Member within 30 days following notice from the Agency Administrator of the proposed change, the Agency Administrator shall:

5.6.2.1 in cases of a change as described in [Subparagraphs 5.2.1.1](#) or [5.2.2](#) of this Section, notify the transferee that the provisional Cargo Intermediary Agreement shall cease to be provisional and shall become a Cargo Intermediary Agreement,

5.6.2.2 in cases of a change as described in [Subparagraph 5.2.1.2](#) of this Section, notify the Intermediary that the provisional approval of the change shall cease to be provisional and shall become a full approval; the Cargo Intermediary Agreement or the final approval of the change shall take effect 45 days from the date of the publication to Members of the intended change by the Agency Administrator or on the date the change takes place, whichever is the later. The Agency Administrator shall notify all Members accordingly and, when required, make any necessary amendment to the Latin American Air Cargo Programme Directory.

5.7 EFFECT OF DISAPPROVAL

5.7.1(a) if the Agency Administrator is unable to execute a Cargo Intermediary Agreement with a transferee or to give final approval of a change to an Intermediary, as the case may be, he shall promptly notify the transferee or Intermediary and shall, simultaneously:

5.7.1(a)(i) in cases of a change as described in [Subparagraphs 5.2.1.1](#) or [5.2.2](#) of this Section, by notice to the transferor confirm that its Cargo Intermediary Agreement terminated on the date when the change of ownership took place, and by notice to the transferee, terminate the provisional Cargo Intermediary Agreement, if executed,

5.7.1(a)(ii) in cases of a change as described in [Subparagraph 5.2.1.2](#) of this Section, by notice to the Intermediary withdraw a provisional approval that has been given and terminate the Intermediary's Cargo Intermediary Agreement;

5.7.1(b) in all such notices the Agency Administrator shall give the reasons for his action and notify all Members accordingly. A disapproved transferee or Intermediary may request reconsideration of the decision by the Agency Administrator or invoke the procedures for review of the Agency Administrator's action by the Ombudsman;

5.7.2 upon request for reconsideration by the Agency Administrator or for review by the Ombudsman, the disapproval action shall be stayed and the status quo ante restored pending the result of the reconsideration or of the review. If the Ombudsman confirms the disapproval, the transferee or Intermediary may request review of such decision by arbitration pursuant to [Section 6](#) of these Rules in which case the disapproval action shall continue to be stayed until notification of the arbitration award;

5.7.3 if the transferor or the Intermediary as the case may be notifies the Agency Administrator that the change of ownership has been revoked and the Intermediary restored in all respects to its previous ownership, the Agency Administrator shall reinstate the Intermediary's Cargo Intermediary Agreement and, when applicable, reinstate credit facilities and notify the Intermediary and all Members accordingly.

5.8 UNDERTAKING BY TRANSFEREE

except in case of change described in [Subparagraph 5.2.1.2](#) of this Section:

5.8.1 every application for approval shall be accompanied by an undertaking by the transferee to accept joint and several liability with the transferor for any outstanding obligations of the transferor under its Cargo Intermediary Agreement as of the date when the transfer of ownership takes place; and

5.8.2 in cases where the transferor is employed by or retains a financial or beneficial interest directly or indirectly in the Intermediary after the change of ownership, the application shall be accompanied by an undertaking by the transferee to accept responsibility for any violation by the transferor of its Cargo Intermediary Agreement which may have occurred within a period of two years immediately prior to the change of ownership as if such violation were a violation of the transferee's Cargo Intermediary Agreement.

5.9 DEATH OF A SOLE OWNER OR OF A MEMBER OF A PARTNERSHIP OR OTHER UNINCORPORATED FIRM

5.9.1 in the event of the death of the sole owner of an Intermediary, or of a member of a partnership or other unincorporated firm, the Intermediary shall promptly advise the Agency Administrator who, in order to preserve the goodwill of the Intermediary as far as possible, may at the request of the person entitled to represent the decedent's estate (in the case of a sole ownership) or of the remaining member of the partnership or other unincorporated firm enter into a temporary Cargo Intermediary Agreement with the requesting party, reinstate credit facilities and advise Members accordingly. The temporary Cargo Intermediary Agreement shall be in the same form and have the same effect as a Cargo Intermediary Agreement except that:

5.9.1.1 if the Agency Administrator at any time has reason to believe that the financial situation of the estate, partnership or other unincorporated firm is unsatisfactory, he shall place the Intermediary under review by the Ombudsman and notify the Intermediary and all Members accordingly,

5.9.1.2 if prior to the date of the review the estate or partnership or other unincorporated firm submits evidence of a satisfactory financial situation, the Agency Administrator shall withdraw his request for review and shall notify the Intermediary and all Members that credit may be reinstated,

5.9.1.3 if the matter proceeds to review and the Ombudsman finds that the financial situation of the estate, partnership or other unincorporated firm so warrants, he shall direct that the temporary Cargo Intermediary Agreement be terminated. The Agency Administrator shall remove the Intermediary from the Latin American Air Cargo Programme Directory and notify the Intermediary and all Members accordingly. Upon receipt of such notice, Members shall take the same action as required on removal of an Intermediary from the Latin American Air Cargo Programme Directory;

5.9.2 if the person entitled to represent the estate of the decedent proposes to transfer or to confirm the transfer of the decedent's interest in the Intermediary to an heir, legatee or other person, or notifies that the decedent's interest is withdrawn from the partnership or other unincorporated firm, such transfer or withdrawal shall be deemed a change of ownership for purposes of this Section. The signatory of the temporary Cargo Intermediary Agreement and the transferee shall jointly give notice to the Agency Administrator as required under [Subparagraph 5.3.1](#) of this Section and thereafter the provisions of [Paragraphs 5.3, 5.5, 5.6, 5.7 and 5.8](#) of this Section shall apply;

5.9.3 subject to earlier termination under the provisions of [Subparagraph 5.9.1](#) or [5.9.2](#) of this Paragraph, a temporary Cargo Intermediary Agreement with the representative of the estate of a deceased sole owner shall terminate if such representative ceases to carry on the Intermediary's business at the address covered by the Agreement.

5.10 DEATH OF STOCKHOLDER

5.10.1 in the event of the death of a stockholder holding 30% or more of the total issued stock of a corporation (or in whom control of the Intermediary is vested), the Intermediary shall promptly advise the Agency Administrator who shall notify all Members accordingly and request the Intermediary to submit current financial statements:

5.10.1.1 if the financial situation of the Intermediary is found to be satisfactory, the Intermediary may continue to do business with Members as a registered Intermediary,

5.10.1.2 if the financial situation of the Intermediary is found to be unsatisfactory, the Agency Administrator shall request a review of the Intermediary by the Ombudsman and notify the Intermediary and all Members accordingly;

5.10.2 if the person entitled to represent the decedent's estate proposes to transfer or to confirm the transfer of the decedent's interest in the Intermediary to an heir, legatee or other person, such transfer shall be deemed a change of ownership for purposes of this Section. The Intermediary shall give notice to the Agency Administrator as required under [Subparagraph 5.4.1\(a\)](#) of this Section and the provisions of [Paragraphs 5.4, 5.5, 5.6 and 5.7](#) of this Section shall apply.

5.11 CHANGE OF NAME

when an Intermediary changes its name, such Intermediary shall notify promptly the Agency Administrator of the new name and remit the fee as provided in [Section 7](#) of these Rules. The Agency Administrator shall ascertain whether the new name can be approved pursuant to the provisions of [Section 1](#) of these Rules. If the name change is approved the Agency Administrator shall notify all Members of the new name and record the new name in the Latin AmericanAir Cargo Programme Directory and in the Cargo Intermediary Agreement. If the Agency Administrator disapproves the application he shall initiate a review by the Ombudsman.

5.12 CHANGE OF ADDRESS

5.12.1 where an Intermediary changes its address from that shown in the Latin AmericanAir Cargo Programme Directory, such Intermediary shall notify promptly the Agency Administrator who shall so advise all Members. Authority to act as an Intermediary shall continue to apply to the new address;

5.12.2 where an Intermediary moves from or ceases to operate at the sales office and/or handling facilities that were inspected in the course of processing its application for registration, such Intermediary shall as far in advance as possible but in any case before effecting the move, notify the Agency Administrator of the new address and remit the fee as in [Section 7](#) of these Rules. The Agency Administrator may obtain an inspection report of the new premises and shall notify all Members of the proposed new address. If the inspection report is favorable, the new premises shall be deemed to be approved. If the investigation report is unfavorable, the new premises shall not be approved by the Agency Administrator and the matter shall be referred to the Ombudsman.

5.13 LATE NOTIFICATION OR ABSENCE OF NOTIFICATION OF CHANGE

5.13.1 if the notification and, when required, the completed application in respect of a change of ownership or legal status is not received by the Agency Administrator or is received after the change has taken place, the Agency Administrator shall place the Intermediary under review by the Ombudsman. The application from the transferee, if any, shall be processed in accordance with the provisions of [Section 2](#) of these Rules;

5.13.2 failure to notify the Agency Administrator of a change of name or address within 30 days of such change being made shall be grounds to initiate a review of the Intermediary by the Ombudsman.

5.14 INTERMEDIARIES LOCATED IN A CASS-EXPORT AREA

if any of the changes described in this Section are to be effected by an Intermediary located in the area of a CASS-Export, the Agency Administrator when giving any notice to Members required under the foregoing provisions of this Section shall give a copy of that notice to the CASS Management.

Section 6—Review by Arbitration

6.1 RIGHT TO ARBITRATION REVIEW

any applicant or Intermediary which considers itself aggrieved by a decision of the Ombudsman under [Resolution 811e](#) (the provisions contained within the Handbook), or any Member which contests the Ombudsman's ruling in a review of such Members' individual decision, shall have the right to have the decision reviewed by arbitration in accordance with the following procedure (hereafter in this Section the term 'Appellant' is used to designate severally an aggrieved Intermediary or applicant or a contesting Member, seeking review by arbitration, except where the context specifies otherwise).

6.2 APPLICATION PROCEDURE

the Appellant shall send written notice to the Agency Administrator advising of its wish to have the decision reviewed by arbitration. The notice is to reach the Agency Administrator within 30 days of the date the decision was notified to the Appellant. Thereafter the Agency Administrator shall dispatch to the Appellant a form of Request for Arbitration and shall notify all Members that arbitration has been requested.

6.3 SETTING UP OF ARBITRATION BOARD

6.3.1(a) the Appellant may elect arbitration before:

6.3.1(a)(i) a sole arbitrator appointed by mutual agreement within 20 days of the date of receipt by the Appellant of the form of Request for Arbitration; (failing such agreement, the nomination shall be made by the President of the International Chamber of Commerce), or

6.3.1(a)(ii) a sole arbitrator appointed by the President of the International Chamber of Commerce, or

6.3.1(a)(iii) an Arbitration Board composed of three members as provided in [6.3.2](#) of this Paragraph;

6.3.1(b) in any event the Appellant shall complete, sign and return the form of Request for Arbitration so as to reach the Agency Administrator within 30 days of its receipt by the Appellant. On such form the Appellant shall indicate its choice of (i), (ii) or (iii) above. Where it chooses arbitration before a three-member Arbitration Board, the Appellant shall enter the name of an arbitrator acceptable to it and willing to act as such; the form shall be accompanied by a certified cheque or banker's draft for USD750 (or the acceptable equivalent) where a sole arbitrator has been chosen, or for USD1,000 (or the acceptable equivalent) where a three-member Arbitration Board has been chosen, as deposit on account of any costs that may become payable by the Appellant;

6.3.1(c) upon receipt of documentation from the Intermediary and IATA, and prior to holding the hearing, the Arbitrator(s) may require the Intermediary and IATA to post certified cheques in an amount determined by the Arbitrator(s), in US dollars or the acceptable equivalent, to

cover the estimated costs of the arbitration. Upon notification of the Board's award, any monies so posted, and in excess of the arbitration costs, shall be refunded to one or other or both parties, as appropriate.

△ **6.3.2** within 20 days of receipt by the Agency Administrator of the form of Request for Arbitration completed by the Appellant electing arbitration before a three-member Board together with a certified cheque or banker's draft, the Agency Administrator shall nominate an arbitrator and the two arbitrators so nominated shall nominate a third who shall act as chairperson of the Arbitration Board. If the third arbitrator has not been so nominated within 20 days after the nomination of the second arbitrator, the Agency Administrator shall request the President of the International Chamber of Commerce to nominate the third arbitrator;

6.3.3 the expression 'Arbitration Board' shall mean a sole arbitrator or a three-member Arbitration Board nominated pursuant to [Subparagraphs 6.3.1](#) and [6.3.2](#) of this Paragraph.

6.4 SUBSTITUTION OF ARBITRATOR

in the event of the resignation or incapacity of an arbitrator, the persons appointing such arbitrator shall, within 30 days of the date when the Agency Administrator is notified of such resignation or incapacity, appoint a substitute.

6.5 CONDUCT OF PROCEEDINGS

6.5.1 the Arbitration Board shall unless otherwise agreed by the Appellant and the Agency Administrator, hold the hearing in the country where the Intermediary is registered, or for which the application for registration was made, as applicable;

△ **6.5.2** the Arbitration Board shall publish its award in writing not later than 60 days after appointment of the chairperson or of the sole arbitrator, provided that this period may be extended by or with the agreement of the Appellant and the Agency Administrator. If the Arbitration Board does not publish its award in writing within such period of 60 days, or within such extended period agreed by the Appellant and the Agency Administrator, the Arbitration Board shall be deemed discharged without remuneration and the Agency Administrator shall request the President of the International Chamber of Commerce to appoint a sole arbitrator or another sole arbitrator (in place of the sole arbitrator discharged) who shall proceed in accordance with the provisions of [Subparagraph 6.5.1](#) of this Paragraph and [Paragraph 6.7](#) of this Section and shall publish his written award within 45 days of the date of his appointment;

6.5.3 the Arbitration Board shall reach its decision by a majority;

6.5.4 the Arbitration Board shall permit the parties to be heard either in person or by a representative and shall receive any relevant or material probative evidence bearing on the matter referred to it;

6.5.5 in all other respects the Arbitration Board shall settle its own procedures.

6.6 SCOPE OF REVIEW

6.6.1(a) review by the Arbitration Board shall be appellate and not de novo. The Board shall affirm the decision under review unless it finds and concludes that such decision is deficient in one or more of the following respects:

- 6.6.1(a)(i)** it is not supported by substantial evidence;
 - 6.6.1(a)(ii)** it contains error of applicable law;
 - 6.6.1(a)(iii)** it is arbitrary or capricious;
 - 6.6.1(a)(iv)** it is not in accordance with the terms of the Resolution under which it was taken;
 - 6.6.1(a)(v)** the penalty is inappropriate, inadequate or excessive;
- 6.6.1(b)** additionally, evidence may be considered which is available to the Arbitration Board but which for good cause could not be presented to the Commissioner (Ombudsman).

6.7 AWARD

6.7.1 in the event the Arbitration Board does not affirm the decision under review, it shall either direct action upon the Appellant in accordance with the Board's findings, or refer the matter to the Commissioner (Ombudsman) for action consistent with the Board's decision;

6.7.2/6.7.2.1 the cost of the Arbitration Board shall be borne:

6.7.2.1(a) when the Appellant is an Intermediary or applicant:

6.7.2.1(a)(i) by the appellant if the decision under review is affirmed,

6.7.2.1(a)(ii) by IATA, or by the Member in whose favor the Commissioner (Ombudsman) had ruled, as applicable, if the decision under review is reversed,

6.7.2.1(a)(iii) by the Appellant and IATA in a proportion decided by the Arbitration Board if the decision under review is modified;

6.7.2.1(b) provided that, if there are special circumstances warranting a different award as to such costs, the Arbitration Board shall be empowered to direct that they be borne by the parties in such a manner as it considers equitable;

6.7.2.2 when the Appellant is a Member, by the Appellant whether the decision under review is upheld, reversed or modified;

6.7.3 costs of legal representation shall be borne by the party incurring such costs.

6.8 EFFECT AND EFFECTIVE DATE OF THE AWARD

6.8.1 the award of the Arbitration Board shall be final and conclusively binding on the Appellant, IATA and all Members, as applicable, and shall be complied with in accordance with its terms;

6.8.2 the Agency Administrator shall notify the Appellant, all Members and the CASS Management of the award of the Arbitration Board, which shall take effect, unless the Arbitration Board directs otherwise, from a date the Agency Administrator shall specify in advance;

6.8.3 if the award requires an Intermediary to pay the costs of the Arbitration Board in whole or in part and the Intermediary has not paid such costs within 60 days of the date of notice given under [Subparagraph 6.8.2](#) of this Paragraph, the Agency Administrator shall remove the Intermediary from the Latin American Air Cargo Programme Directory.

Section 7—Intermediary Fees

7.1 FEES

Intermediary fees, in the amounts determined by the Latin American Air Cargo Programme Joint Council in consultation with the Director General, shall be published by the Agency Administrator and payable by Intermediaries:

The types of fees and conditions under which they are payable are described within the Handbook. In the event an Intermediary fails to remit the correct level of any administration or change fee when due, then IATA shall promptly notify the Intermediary in writing that its Agreement shall be terminated. The notice shall specify the date at which termination will be effective pursuant to the termination clause specified in the Agreement. Termination for failure to pay an Intermediary fee shall not be subject to arbitration by the Intermediary.

7.2 INVOICING

Annual Intermediary fees for each calendar year shall be paid not later than 1 December of the preceding year in accordance with the procedures agreed by the Joint Council and the instructions of the Agency Administrator. Invoices for such fees shall be sent out by the Agency Administrator not later than 1 November of each year.

7.3 USE OF INTERMEDIARY FEES

Intermediary fees collected by the Agency Administrator on behalf of IATA will be expended by the Director General in accordance with directives given by the Executive Committee of IATA to administer the Latin American Air Cargo Programme.

Notwithstanding the above, an annual amount of USD15 per each IATA Accredited cargo agent shall be provided to FIATA/AFI for the purpose of supporting the global IATA/FIATA dialogue process.

Section 8—Air Waybill Transmittals, Billings, Remittances and Collections, Irregularities

The procedures regarding reporting and remittance, and irregularities are set forth in [Resolution 801r](#).



RESOLUTION 813zz

Attachment ‘B’

Appendix 1

TO:

Agency Administrator
International Air Transport Association

Intermediary's name, address and numeric code

NOTICE OF CHANGE

Pursuant to the provisions of Section 5 of the Latin American Air Cargo Programme Rules we hereby give notice of the following change(s) in the legal status or ownership of the above named IATA Cargo Intermediary (Transferor) as a consequence of contractual arrangements or negotiations:

	1. PRESENT STATUS	2. FUTURE STATUS
1. Sole Proprietorship/Partnership/Corporation/other (specify)	.....	.....
2. Name(s) of owner/partners/stockholders in case of unincorporated firm	.....	.....
3. If corporation list:		
(a) issued share capital	.....	.....
	name/amount of shares/%	name/amount of shares/%
(b) names of owners stock/shares and amount of stock owned by each	.....	.....
(c) names of all officers and directors	.....	.....
4. Effective date of future status as shown above.		
5. Legal name, trading name and full address under new ownership.		
6. If the answer to 5 above represents a change of name or address or both, please give details.		
7. Will such change affect the management and staffing at such premises?		
8. Have any of the new owners, officers (directors), managers or any individual having authorization to act or sign on behalf of such firm been involved in bankruptcy or default proceedings? If so, give details.		

The Transferor has informed the Transferee of the need to comply with the Latin American Air Cargo Programme Rules if the Transferee wishes to be entered in the Latin American Air Cargo Directory as a Registered Intermediary.

In accordance with one of the requirements of the Latin American Air Cargo Programme Rules, the Transferee hereby undertakes to accept joint and several liability with the Transferor for any outstanding obligations of the Transferor under its Cargo Intermediary Agreement as at the date of the transfer of ownership takes place.

Where the Transferor is employed by, or retains a financial or beneficial interest, directly or indirectly, in the Intermediary following the change of ownership, the undersigned Transferee knows and hereby agrees to accept responsibility for any violation by the Transferor of his Cargo Intermediary Agreement which may have occurred within a period of two years immediately prior to the change of ownership as if such violation were a violation of the Transferee's Cargo Intermediary Agreement.

.....
Witness

.....
Authorised signature of Intermediary (Transferor)

.....
Witness

.....
Authorised signature of Transferee



RESOLUTION 813zz

Attachment 'B'

Appendix 2

TO:	IATA Cargo Intermediary:
Agency Administrator	(Name)
International Air	(Address)
Transport Association	(Numeric Code)

DANGEROUS GOODS: NON HANDLING DECLARATION

Pursuant to the provisions of [Section 1, paragraph 1.1.4](#) of the Latin American Air Cargo Programme Rules we hereby confirm that the above named IATA Cargo Intermediary elects not to accept nor make ready for carriage any consignment containing Dangerous Goods.

It is further acknowledged that failure to comply with this declaration will result in the termination of the IATA Intermediary Agreement in accordance with Paragraph 17 of that Agreement.

SIGNED BY

The Authorized Person on behalf of the Intermediary

By _____

(Authorised Representative)

(Signature)

(Name, typed or printed)

(Capacity)

WITNESS

(Signature)

(Name, typed or printed)

Note: When, in accordance with local law, execution of this declaration requires the signature of the parties to be witnessed or notarized, such formalities must be accomplished. The space below may be used for that purpose.

RESOLUTION 817

FINANCIAL SECURITIES

- △ CAC1(Mail Vote C088, Expiry: Indefinite
CAC/51)817 (except USA) Type: B
(amended)
CAC2(Mail Vote C088,
CAC/51)817 (amended)
CAC3(Mail Vote C088,
CAC/51)817 (amended)

WHEREAS certain Cargo Agency or Air Cargo Program Rules provide that an Agent or Intermediary may meet the financial criteria by the provision of additional financial security in the form of a bank guarantee, insurance bond or other instrument; and

WHEREAS the Cargo Agency Conference (hereafter referred to as "the Conference") wishes to make a wide range of financial securities available to Agents and Intermediaries; and

WHEREAS non-payment of a claim against a provider of such financial security will result in financial loss to Members and Airlines;

It is hereby RESOLVED that,

1. DEFINITIONS

1.1 The definitions of terms and expressions used in this Resolution are contained in [Resolution 823](#).

1.2 "FINANCIAL SECURITY PROVIDER" (hereafter referred to as "Provider") means any entity that guarantees payment to Members or Airlines, through provision of a bank guarantee, insurance bond or other instrument, in the event of the default of an Agent or Intermediary.

1.3 "BANK" means a financial institution that is authorised to provide banking services in the jurisdiction in which that bank will guarantee the payment to Members or Airlines through any acceptable Financial Security set out in [Section 2.1](#) in the event of default by an Agent or Intermediary.

2. ACCEPTABLE FINANCIAL SECURITY TYPES

- 2.1** Individual financial security provided by a bank
- 2.1.1 Bank Guarantee
 - 2.1.2 Standby letter of Credit
 - 2.1.3 Letter of Credit
 - 2.1.4 any other type of security accepted by the Agency Administrator from time to time
- 2.2** Individual financial security provided by an independent third party other than a bank
- 2.2.1 Insurance bond
 - 2.2.2 Surety bond

2.3 Approved Default Insurance Program

2.4 Bank Deposits into a designated neutral account, held by IATA.

2.5 Providers of the acceptable financial security types in [2.1–2.3](#) are required to meet the criteria as referred to in section 3 paragraphs [3.1–3.3](#) of Resolution 817.

2.6 Cargo Company Guarantee provided that the guarantor, as defined in [Resolution 823](#), meets the requirements set out in section 3 paragraphs [3.4–3.6](#) of Resolution 817.

3. EVALUATION OF PROVIDERS AND THEIR PRODUCTS

3.1 IATA shall establish criteria for the consistent evaluation and approval of Providers and Provider products, and shall make such criteria available to all interested parties. Criteria shall be subject to review and amendment by IATA annually, or more frequently as may be necessary due to changes in the financial security and/or insurance markets;

3.1.1 No Provider or Provider product shall be accepted for the purposes of an Agent or Intermediary meeting the financial criteria by the provision of additional financial security where permitted by the applicable Cargo Agency or Air Cargo Program Rules unless such Provider or Provider product has been approved by IATA in accordance with this Resolution.

3.2 IATA shall conduct, at a minimum, an annual review of all Providers and Provider products previously approved by IATA. After such review(s), IATA shall determine whether such Provider or Provider product meets criteria in effect at that time;

△ **3.3** The results of the initial and periodic evaluation shall be reported to the appropriate local or regional group(s).

3.4 To qualify as a guarantor for the Cargo Company Guarantee, the guarantor must meet the below requirements:

3.4.1 The guarantor must satisfy one of the following:

3.4.1.1 subject to the provisions of section [3.6](#) of Resolution 817, qualify under the risk assessment performed by IATA in accordance with the criteria shown in the risk assessment framework at [Attachment "A"](#) to Resolution 817 by achieving a minimum of 70 points; or

3.4.1.2 hold one of the following credit ratings:

- a) Standard & Poor's – BBB2
- b) Moody's – Baa
- c) Fitch – F1+ or F1

3.4.2 sign a Cargo Company Guarantee agreement in the form approved by IATA.

3.5 To continue to qualify as a guarantor for the Cargo Company Guarantee in each calendar year, the guarantor must:

3.5.1 continue to meet the initial qualifying criteria

3.5.2 comply with the requirements of the Cargo Company Guarantee agreement,

△ **3.5.3** not have payment delays beyond the grace period as established in [Resolution 801r, section 2.6](#), or [Resolution 801re, section 6](#) for ECAA and India, in any of the agents or intermediaries covered by the Cargo Company Guarantee during a calendar year.

3.6 Where the guarantor chooses to be assessed under the risk assessment framework referenced in section 3.4.2.1 above, the guarantor must enter into a Cargo Company Guarantee Financial Assessment Agreement in the form approved by IATA and comply with the requirements of that Agreement.

3.7 In the event that the guarantor no longer qualifies for the Cargo Company Guarantee, the Cargo Company Guarantee will be suspended for that calendar year. The guarantor will then be required to comply with the provisions of the Cargo Company Guarantee agreement relating to the suspension of the Cargo Company Guarantee including but not limited to the provision of alternative financial securities by the Agents covered under the Cargo Company Guarantee.

4. IMPLEMENTATION OF PROVIDER PRODUCT

4.1 Where an Agent or Intermediary is deemed not to meet the established financial criteria for its country of application and financial security is required, the applicant may select any Provider Product listed as approved by IATA, subject to its acceptance by IATA in the country of application.

4.2 Where a Provider or a Provider Product is subsequently removed from the IATA approved list, any subscribing Agents or Intermediaries will be duly notified and requested to select an alternative Provider or Provider Product.

5. Notwithstanding any general or specific Cargo Agency or Air Cargo Program requirements applicable, financial security providers shall be governed by [Resolution 817](#).

RESOLUTION 817
Attachment ‘A’

IATA Financial Accreditation Report CCG

Criteria #	Criteria name	Criteria description	Risk covered	Target	Result	Score	Score Max	Key control
0 IATA Specific controls								
0.1	IRR	Number of irregularities during the year	IRR/DEF monitoring	0			6	Yes
0.2	DEF	Number of defaults during the year	IRR/DEF monitoring	0			9	Yes
0.3	Process IRR/DEF	Evidence of a Group payment process applied to prevent Irregularities and Defaults on IATA remittances	IRR/DEF monitoring	Yes			4	Yes
0.4	Centralised Process IRR/DEF	Is this process centralised?	IRR/DEF monitoring	Centralised			1	Yes
TOTAL						0	20	
1 Historical financial data								
1.01	EBITDA	EBITDA	ST-Insolvency	x>0			2	No
1.02	Debt ratio	Debt ratio (Total Liabilities/Total Assets)	LT-Insolvency	x<=70%			2	No
1.03	Cash ratio	Cash ratio (Cash and Cash equivalent/Current liabilities)	ST-Insolvency	x>=30%			1	No
1.04	Quick ratio	Quick ratio (Cash and Cash equivalent + AR/Current liabilities)	ST-Insolvency	x>=70%			2	No
1.05	Current Ratio	Current Ratio (Current assets/Current Liabilities)	ST-Insolvency	x>=100%			3	No
1.06	CFO	Cash Flow from Operating activities (CFO) as per latest publication	MT-Insolvency	x>0			2	No
1.07	FCF/Debt	Free Cash-Flow/Total Debt	MT-Insolvency	x>=20%			1	No
1.08	Interest coverage ratio	Interest coverage ratio (EBIT/Interests expenses)	MT-Insolvency	x>=150%			2	No
TOTAL						0	15	
2 Forecasted financial data								
2.10	Business Fcst-Effective	Is there any Business Forecast process in place (providing at least 1 year visibility)?	LT-Insolvency	Yes			1	No
2.11	Business Fcst-Monitoring dev	Is there any monitoring of the deviations?	LT-Insolvency	Yes			1	No
2.12	Business Fcst-dev ratio	What is the % of deviation observed between latest quarter EBITDA vs. its Forecast?	LT-Insolvency	-5%<=x<=5%			1	No
2.13	Business Fcst-Top Mgmt	Are reasons of deviations explained and communicated to the Top management?	LT-Insolvency	Yes			1	No
2.14	Business Fcst-Frequency	Management?	LT-Insolvency	Quarterly			1	No
2.20	CF Fcst-Effective	Is there any CF Forecast process in place (at least 1 year rolling)?	LT-Insolvency	Yes			1	No
2.21	CF Fcst-Monitoring dev	Is there any monitoring of the deviations?	LT-Insolvency	Yes			1	No
2.22	CF Fcst-Top Mgmt	Are reasons of deviations explained and communicated to the Top management?	LT-Insolvency	Yes			1	No
2.23	CF Fcst-Frequency	What is the frequency of CF Forecast monitoring presentation to the Top Management?	LT-Insolvency	Quarterly			1	No
2.30	CFO-3 year plan	CF from operational activities (CFO) (cumulated, up to 3 years)	LT-Insolvency	Positive			1	No
2.31	CFI-3 year plan	CF from Investment activities (CFI) (cumulated, up to 3 years)	LT-Insolvency	No Target				

Criteria #	Criteria name	Criteria description	Risk covered	Target	Result	Score	Score Max	Key control
2.32	FCF-3 year plan	FCF (cumulated, up to 3 years)	LT-Insolvency	Positive			1	No
2.34	DFCF trend result	Result DFCF trend over 3 years-Forecasted versus Actual	LT-Insolvency	Fcst > Actual			2	No
2.35	CFO Fcst accuracy	Percentage of deviation between Forecasted CFO vs Actual CFO (starting 2nd year of participation to CCG-1 point attributed during the 1st year)	LT-Insolvency	x>=-10%			1	No
2.40	ST Prov/CF	Short term provisions for one-off events (excluding usual employee benefits)/Cash-Flow	MT-Insolvency	x<=30%			1	No
2.50	CF Mgmt-Effective	Is there any process of Group Cash Flow management in place?	ST-Insolvency	Yes			2	Yes
2.51	CF Mgmt-Process owner	Is there any process owner for this process?	ST-Insolvency	Yes			2	No
2.52	CF Mgmt-Top Mgmt	Is the Top management sponsor of this process?	ST-Insolvency	Yes			1	No
2.53	CF Mgmt-Frequency	What is the frequency of monitoring by the Group Treasury?	ST-Insolvency	Quarterly			1	No
TOTAL						0	21	

3 Operational review

3.10	FX Mgmt-Effective	Is there any process of FX monitoring in place?	Risk Process	Yes			1	No
3.11	FX Mgmt-Process owner	Is there any process owner for this process?	Risk Process	Yes			1	No
3.12	FX Mgmt-Top Mgmt	Is the Top management sponsor of this process?	Risk Process	Yes			0.5	No
3.13	FX Mgmt-Frequency	What is the frequency of monitoring by the process committee?	Risk Process	Quarterly			0.5	No
3.20	OTC Mgmt-Effective	Is there any order-to-cash (OTC) process in place for the air freight business (with no major exception)?	Risk Process	Yes			1	Yes
3.21	OTC Mgmt-Process owner	Is there any process owner for this process?	Risk Process	Yes			1	No
3.22	OTC Mgmt-Top Mgmt	Is the Top management sponsor of this process?	Risk Process	Yes			0.5	No
3.23	OTC Mgmt-Frequency	What is the frequency of monitoring by the process committee?	Risk Process	Quarterly			0.5	No
3.30	Market trend Mgmt-Effective	Is there any process in place to act proactively against a bad evolution of the market trend?	MT-Insolvency	Yes			1	Yes
3.31	Market trend Mgmt-Process owner	Is there any process owner for this process?	MT-Insolvency	Yes			1	No
3.32	Market trend Mgmt-Top Mgmt	Is the Top management sponsor of this process?	MT-Insolvency	Yes			0.5	No
3.33	Market trend Mgmt-Frequency	What is the frequency of monitoring by the process committee?	MT-Insolvency	Quarterly			0.5	No
3.34	Market trend Mgmt-ratio	Evolution of Revenues vs market growth (during last quarter)	MT-Insolvency	Rev. >= Market			1	No
3.40	Disaster Mgmt-Effective	Is there any process in place to apply operational countermeasures in case of extraordinary disaster (with no major exception)?	Risk Process	Yes			1	Yes
3.41	Disaster Mgmt-Process owner	Is there any process owner for this process?	Risk Process	Yes			1	No
3.42	Disaster Mgmt-Top Mgmt	Is the Top management sponsor of this process?	Risk Process	Yes			0.5	No
3.43	Disaster Mgmt-Frequency	What is the frequency of monitoring by the process committee?	Risk Process	Bi-annualy			0.5	No
3.50	Ethics Mgmt-Effective	Is there any process in place to prevent corruption? Anti-Laundry? Is there a code of ethics and conduct in place (with no major exception)?	MT-Insolvency	Yes			1	Yes
3.51	Ethics Mgmt-Process owner	Is there any process owner for this process?	MT-Insolvency	Yes			1	No
3.52	Ethics Mgmt-Top Mgmt	Is the Top management sponsor of this process?	MT-Insolvency	Yes			0.5	No
3.53	Ethics Mgmt-Frequency	What is the frequency of monitoring by the process committee?	MT-Insolvency	Annually			0.5	No
TOTAL						0	16	

4 Global risks controls

4.10	Rating	Agent rating	LT-Insolvency	As per range			5	No
4.20	Accounting standards	What are the standards used for the Consolidated Financial statements?	Accurate assessment	As per range			2	No
4.30	Qualification auditors	Is there any qualification from the auditors on the latest audited financial statements?	Accurate assessment	No			6	Yes
TOTAL						0	13	

Criteria #	Criteria name	Criteria description	Risk covered	Target	Result	Score	Score Max	Key control	
5 Trends analysis*									
5.01	Trend-EBITDA	EBITDA margin	Trend-ST-Insolvency	x>=-3%			2	No	
5.02	Trend-Debt ratio	Debt ratio (Total Liabilities/Total Assets)	Trend-LT-Insolvency	x<=3%			2	No	
5.03	Trend-Cash ratio	Cash ratio (Cash and Cash equivalent/Current liabilities)	Trend-ST-Insolvency	x>=-3%			1	No	
5.04	Trend-Quick ratio	Quick ratio (Cash and Cash equivalent + AR/Current liabilities)	Trend-ST-Insolvency	x>=-3%			2	No	
5.05	Trend-Current Ratio	Current Ratio (Current assets/Current Liabilities)	Trend-ST-Insolvency	x>=-3%			3	No	
5.06	Trend-CFO	Cash Flow from Operating activities (CFO) as per latest publication	Trend-MT-Insolvency	x>=-3%			2	No	
5.07	Trend-FCF/Debt	Free Cash-Flow/Total Debt	Trend-MT-Insolvency	x>=-3%			1	No	
5.08	Trend-Interest coverage ratio	Interest coverage ratio (EBIT/Interests expenses)	Trend-MT-Insolvency	x>=-3%			2	No	
* Trend is calculated Q YoY							TOTAL	0	15
Maximum "Risk Score"							0	100	

Key:

ST Short-Term
 MT Middle-Term
 LT Long-Term
 IRR Irregularities
 DEF Defaults

RESOLUTION 821

IATA CARGO OFFICE NUMERIC CODE

CAC1(MV C082)821 (amended) Expiry: Indefinite
CAC2(MV C082)821 (amended) Type: B
CAC3(MV C082)821 (amended)

RESOLVED that:

1. AUTHORITY TO ASSIGN NUMERIC CODES

1.1 the assignment of IATA Cargo Office numeric code designators ('the numeric code') to Members, non-IATA air carriers and to IATA Cargo Agents or Forwarders shall be carried out by the Agency Administrator who shall periodically publish a list to Members of numeric codes so assigned and the name of the assignees;

1.2 blocks of IATA numeric codes shall be set aside by the Agency Administrator for use by the Cargo Network Services Corporation (CNS). CNS shall control assignment of such numeric codes to appointed agents listed by it in the United States of America. CNS shall report to the Agency Administrator the numeric codes so assigned. The limitations and duties with respect to the use and protection of the numeric code described in this subparagraph shall be identical to those specified elsewhere in this Resolution.

2. AGENT-FORWARDER ASSIGNMENT

2.1 upon accreditation of an agent by IATA, the Agency Administrator shall assign that IATA Cargo Agent a numeric code. The assignment of additional numeric codes, for use by an IATA Cargo Agent's fully-owned and fully-controlled field offices where Air Waybills are executed, shall be in accordance with Cargo Agency Conference policy;

2.2 such assignment shall continue only so long as the assignee remains an IATA Cargo Agent and shall be withdrawn by the Agency Administrator should the IATA accreditation of the assignee be discontinued, suspended or cancelled, whether by IATA or by the assignee. The assigned numeric code remains the property of IATA at all times. It shall not be shared, lent, leased, sold or otherwise transferred by the assignee to any other person, whether an individual or a corporation. Failure on the part of the assignee to respect this exclusivity of usage requirement shall constitute valid grounds for the Agency Administrator to withdraw the assigned code and cause the Cargo Agency Commissioner to review the IATA Cargo Agent's IATA accreditation.

3. AIRLINE ASSIGNMENT

An air carrier wishing to obtain numeric codes for its own cargo sales offices shall apply in writing to the Agency Administrator. The air carrier shall use the numeric codes so assigned solely for its own fully-owned and

fully-controlled cargo sales offices and shall not share, lend, lease, sell or otherwise transfer them, or allow them to be used, by any other person, whether an individual or a corporation.

4. RESCISSION

upon this Resolution being declared effective, the following Resolution shall be rescinded:

CAC1(01)821(amended)

CAC2(01)821(amended)

CAC3(01)821(amended)

RESOLUTION 823

DEFINITIONS OF TERMS USED IN CARGO AGENCY CONFERENCE RESOLUTIONS

- △ CAC1(MV C109, CAC/51)823 Expiry: Indefinite
(except USA) (amended) Type: B
CAC2(MV C109, CAC/51)823
(amended)
CAC3(MV C109, CAC/51)823
(amended)

WHEREAS the Cargo Agency Conference has agreed definitions for terms and expressions commonly used in Resolutions of the Conference, and

WHEREAS the Conference wishes to consolidate such definitions in a single Resolution, it is

RESOLVED that the definitions of terms and expressions used in Resolutions of the Cargo Agency Conference are as follows:

'AGENCY ADMINISTRATOR' means the IATA official designated by the Director General from time to time as the holder of that office, or his authorised representative, responsible for the management of the IATA Agency Programmes in accordance with the Members' rules and resolutions and with autonomy to act in extraordinary circumstances.

- △ **'AGENCY COMMISSIONER'** (sometimes called 'the Commissioner', 'the Ombudsman') means the person designated under a procedure involving the Director General of IATA and the Chairperson of the Airfreight Institute of FIATA, as the holder of that office, or his authorised representative as provided for in [Resolution 811d](#), and who exercises jurisdiction over matters prescribed by the Cargo Agency Conference and as described in [Resolution 811e](#) (Conduct of Review by Agency Commissioner).

'AGENCY DISTRIBUTION MANAGER' means the IATA official designated by the Agency Administrator to head the Agency Distribution Office and to manage the Cargo Agency registration programme for countries in which [Resolution 803](#) is applicable.

'AGENT' (sometimes referred to as 'IATA Cargo Agent') means a legal person which is a registered IATA Cargo Agent whose name is entered on the Cargo Agency List, having executed an IATA Cargo Agency Agreement having been adjudged to have met the registration and retention criteria as specified in the Cargo Agency Rules. This term also includes IATA European Air Cargo Programme Intermediaries who conduct transactions in accordance with Part 1 of the European Air Cargo Programme form of Cargo Intermediary Agreement. It also includes Intermediaries who conduct transactions in accordance with Part 1 of the Cargo Intermediary Agreement—Australia and the Latin American Air Cargo Programme. While the legal status of a cargo agent versus a forwarder differs with regard to rules of

contract construction and liability, for reasons of nomenclature, contract bids or fulfilling government licensing requirements, the term "IATA Freight Forwarder" or "forwarder" is equivalent to the term "IATA Cargo Agent" or "IATA Cargo Intermediary".

'AIRLINE' means a Member participating, or eligible to participate, or a non-IATA carrier participating in the Cargo Accounts Settlement System of a country/area.

'AIRPORT' shall include any location designated by an Airline for general acceptance of all consignments ready for carriage.

'AIR WAYBILL' means the document made out by or on behalf of the shipper which evidences the contract between the shipper and the Carrier for carriage of goods. (Note: upon ratification of Montreal Protocol No. 4 to the Warsaw Convention, the term Air Waybill shall, where the context so requires, also mean the shipment record referred to in certain Cargo Services Conference Resolutions).

'AIR WAYBILL NEUTRAL' means the standard automated air waybill without identification of the issuing carrier (described in [Resolution 600a](#)), for use by IATA Cargo Agents.

'AIR WAYBILL TRANSMITTAL' (sometimes referred to as 'AWT') means the form used by a CASS participant to submit to the CASS Settlement Office records of accountable transactions.

'APPROVED LOCATION' (sometimes referred to as Location) includes Head Office and Branch Locations appearing on the Cargo Agency List.

'ARBITRATION BOARD' means the body set up under the provision of the relevant Cargo Agency Rules to arbitrate on a dispute arising under these Rules.

'BILLING PARTICIPANT' means a CASS-Export or CASS-Import & Terminal Charges participant that submits to the Settlement Office Air Waybill or other accounting transaction data in an electronically readable form.

'BILLING PERIOD' means the period as described in [Resolution 801r subparagraph 2.3.3](#). The precise time span covered will be determined in each case by the date of the accountable transactions that each CASS Airline wishes to include in that billing.

'BRANCH OFFICE LOCATION' means a registered Agent's place of business where cargo is made ready for carriage and which is entered on the Agency List as a Branch Office Location which is the same entity as its Head Office Location, with the Head Office having full legal and financial responsibility of the administration, staff, liability maintenance and operations expense of the Branch Office.

CARGO ACCOUNTS SETTLEMENT SYSTEM-EXPORT (hereinafter called 'CASS-Export') means the method of accounting and settling accounts between CASS-Export Airlines on the one hand, and their Agents and Associates on the other hand,

described in [Resolution 851](#) and its Attachments and provided for in [Resolutions 801r](#).

‘CARGO ACCOUNTS SETTLEMENT SYSTEM—IMPORT & TERMINAL CHARGES’ (hereinafter called ‘CASS-Import & Terminal Charges’) means the method of accounting and settling accounts between Delivering Companies and Recipients as provided in IATA Cargo Agency Conference [Resolution 853](#) and its Attachments.

‘CARGO ACCOUNTS SETTLEMENT SYSTEM-IMPORT DELIVERING COMPANIES’ means the IATA Members and Non-IATA Air Carriers/Ground Handling Companies (named as CASS-Import Delivering Companies) in the First Schedule to the Recipient Agreement as having authorised the Agency Administrator to execute this Agreement on their behalf, and such other Delivering Companies which, subsequent to the execution of this Agreement, authorise the Agency Administrator to advise the Recipient that their name is to be added to the said First Schedule in accordance with Paragraph 7 thereof.

‘CARGO AGENCY AGREEMENT’ (sometimes referred to as ‘the Agreement’) means an Agreement in the form prescribed in Resolution 801a as amended from time to time.

‘CARGO AGENCY CONFERENCE’ (sometimes referred to as ‘Conference’) means the permanent Conference of Members established by IATA, to take action on matters pertaining to relationships between airlines and intermediaries engaged in the sale and/or processing of international air cargo, but excluding remuneration levels.

‘CARGO AGENCY LIST’ means the list published by the Agency Administrator, containing the names and addresses of all IATA or Cargo Agents and their Branch Locations.

‘CARGO AGENCY PROGRAMME’ means:

(a) the various IATA Resolutions, rules and procedures adopted by the Conference, and

(b) the provisions established where applicable by the Cargo Agency Programme Joint Council or Cargo General Assembly, pursuant to the authority delegated by the Cargo Agency Conference under the provisions of the respective Cargo Agency Rules.

‘CARGO AGENCY PROGRAMME JOINT COUNCIL’ (sometimes called ‘IATA Cargo Agency Programme Joint Council’) is a body composed of an equal number of airline and cargo agent representatives, established to assist the Conference by providing recommendations and proposals regarding the Cargo Agency Programme and criteria for the registration of IATA Cargo Agents doing business in the Region, or country/countries served by the Joint Council concerned. □

‘CARGO AGENCY RULES’ (sometimes called ‘these Rules’) means the Cargo Agency Conference Resolutions and Attachment(s), which apply in the Specified Country of the IATA Cargo Agent.

‘CARGO AGENT’S HANDBOOK’ (sometimes called ‘the Handbook’) means the publication, issued on the Resolutions, associated regulations derived there from and other information applicable in the Specified Countries listed in the Handbook.

‘CARGO EXECUTIVE COUNCIL’ means a council consisting of representatives of Airlines of the country or group of countries as appropriate and representatives of the recognized national association of agents convened to assist the Cargo General Assembly in the performance of its functions.

‘CARGO GENERAL ASSEMBLY’ means an assembly of Airlines to which the Cargo Agency Conference has delegated authority over certain provisions of the Cargo Agency Programme.

‘CARGO GENERAL SALES AND SERVICE AGENT’ (sometimes referred to as ‘GSSA’) means a Person who has been delegated general authority in respect of cargo sales for the appointing Member, either directly or through Subcontraction.

‘CARGO INTERMEDIARY AGREEMENT’ means the European Air Cargo Programme Agreement in the form prescribed in [Resolution 805zz, Attachment ‘A’](#); as amended from time to time, the Latin American Air Cargo Programme in the form prescribed in [Resolution 813zz, Attachment ‘A’](#), as amended from time to time; and the Cargo Intermediary Agreement–Australia in the form prescribed in [Resolution 823](#), as amended from time to time.

‘CARGO PROCEDURES CONFERENCES’ is the collective denomination of the Cargo Agency Conference and the Cargo Services Conference.

‘CARGO SERVICES CONFERENCE’ means the permanent Conference of Members established by IATA, to take action on matters which facilitate and improve the processing of air cargo through standardization of procedures, data exchanges and systems while maximizing benefits to customers, participating Carriers, industry and associated parties.

‘CARRIER’ (as used in Reso. 801a) is the IATA Member that has entered into an agreement with an IATA Cargo Agent, in the form of a Cargo Agency Agreement adopted by the Cargo Agency Conference.

‘CASS AIRLINE’ means both an IATA Member and a non-IATA air carrier from which the Agency Administrator has accepted an application and concurrence in CASS-(country).

‘CASS ASSOCIATE’ means any Person, other than a Registered IATA Cargo Agent or an air carrier, which has executed an Agreement for participation in CASS-(country).

‘CASS-CARGO AGENCY CONFERENCE MANAGEMENT GROUP’ referred to as “C-CMG”, is established to make recommendations to the Cargo Agency Conference on policy and other issues under the jurisdiction of the Conference.

‘CASS-EXPORT AIRLINE’ means a Participant in a Cargo Accounts Settlement System.

'CASS-EXPORT MANUAL FOR AGENTS' means the Manual published in a particular country or group of countries for where there is a CASS, in accordance with the instructions contained in Attachment 'A' to [Resolution 851](#) as amended from time to time.

'CASS-IMPORT & TERMINAL CHARGES' means the Cargo Accounts Settlement System of billing and collection at destination, applicable in respect of recipients of inbound air cargo consignments, described in [Resolution 853](#) and the Attachments thereto.

'CASS-IMPORT & TERMINAL CHARGES AIRLINE' (sometimes referred to as Airline where the context permits) means both an IATA Member participating in the CASS-Import and a non-IATA air carrier which is a Participant in the CASS-Import.

'CLEARING BANK' means the bank or other organisation appointed under the applicable Cargo Accounts Settlement System (CASS) to receive remittances from Agents and settle funds to Airlines; and to perform such other functions as are prescribed within these Rules, and in Resolution(s) and Attachments, relating to CASS.

'CONDITIONS OF CARRIAGE' means the rules additional to the Conditions of Contract, governing the relationship between the customer and the Carrier, such as acceptability of goods, packing and marking, rates and charges, documentation, compliance with government requirements and customs formalities, etc.

'CONDITIONS OF CONTRACT' means the contents of the Carrier's notices advising passengers and shippers, among other things, that liability may be limited by the Warsaw Convention and related Protocols.

'CONFERENCE' means the Cargo Agency Conference of IATA.

'DAYS'S SALES AT RISK' means the number of days from the beginning of the Agent's Reporting Period to the Remittance Date in respect of that Reporting Period or Periods, plus a margin of ten days.

'DELIVERY COMPANY' means any Member, Airline, Agent or Ground Handling Company that participates in a particular CASS-Import & Terminal Charges.

'DEFAULT' means that an Agent/Intermediary/Freight Forwarder, or one of its locations, has breached the provisions of the Cargo Agency Rules to the extent that remedial action is required, and for which failure to take such action may ultimately result in the termination of that Agent/Intermediary/Freight Forwarder Agreement.

'DIRECTOR GENERAL' means the Director General of IATA or his authorised representative.

'EUROPEAN AIR CARGO PROGRAMME' (sometimes referred to as "EACP") means the European air cargo distribution system managed by IATA in support of the Cargo Intermediary Agreement.

'EUROPEAN AIR CARGO PROGRAMME OPERATIONS HANDBOOK' (sometimes referred to as the "Handbook") means the manual published under the auspices of the EACP by the Joint Council. It contains the rules, regulations, IATA Conference Resolutions, instructions and procedures applicable to the parties actions under the Cargo Intermediary Agreement and is revised and reissued as required.

'EUROPEAN AIR CARGO PROGRAMME RULES' (sometimes referred to as the "EACP Rules") means the various IATA Resolutions, rules and procedures adopted by the Cargo Agency Conference, as well as provisions established by the European Joint Council pursuant to the authority delegated to it by the Cargo Agency Conference, published in the EACP Handbook, which applies in the specified country of the IATA Cargo Intermediary.

'FINANCIAL SECURITY' means any financial security accepted by IATA for the purposes of recovering unpaid monies owed by the Agent to Members or Airlines.

'GROUND HANDLING AGENT (GHA)' means any person, appointed by one or more air carriers to carry out cargo handling, storage and preparation of freight for collection by the consignee and other activities for inbound freight in the area covered by the CASS-Import & Terminal Charges.

'GUARANTOR' means any legal entity that acts as guarantor of the indebtedness, liabilities, and obligations of an Accredited Cargo Agent for the benefit of Members of Airlines.

'HANDBOOK FOR CARGO AGENTS' (see 'CARGO AGENT'S HANDBOOK').

'HEAD OFFICE LOCATION' means the IATA Cargo Agent's principal place of business.

'HINGE ACCOUNT' means the account opened by the ISS Management with the Settlement Office for a given period of settlement, used to receive CASS remittances and to pay out monies due.

'IATA' means the International Air Transport Association, incorporated by Special Act of the Canadian Parliament, having its Head Office at 800 Place Victoria, Montreal, in the Province of Quebec, Canada and an office at 33 Route de l'Aéroport, 1215 Geneva 15 Airport, Switzerland.

'IATA CARGO AGENT' (see 'AGENT').

'IATA CARGO INTERMEDIARY' means a freight forwarder or Cargo Agent, which has executed an IATA Cargo Intermediary Agreement having been adjudged to have met the registration and retention criteria of the Canadian Air Cargo Programme rules, of the European Air Cargo Programme rules, of the Latin American Air Cargo Programme rules, or the South West Pacific Cargo Agency Programme.

'IATA NUMERIC CODE' (sometimes called the 'Numeric Code or Designator') means the numeric, or alpha numeric code, assigned and managed by IATA in accordance with [Resolution 821](#) to identify specific entities involved in air cargo transportation and/or cargo offices or air cargo points of sale.

'IATA RESOLUTION' means a formally adopted decision of an IATA Traffic Conference, promulgated as such.

'IATA TRAFFIC CONFERENCE AREA 1' All of the North and South American Continents and adjacent islands, Greenland, Bermuda, the West Indies and Islands of the Caribbean, the Hawaiian Islands (including Midway and Palmyra). □

'IATA TRAFFIC CONFERENCE AREA 2' All of Europe (including that part of the Russian Federation west of the Urals) and adjacent islands, Iceland, Ascension Island, that part of Asia lying west of and including Iran. ⊗

'IATA TRAFFIC CONFERENCE AREA 3' All of Asia and adjacent islands, except the portion included in Area 2, all of the East Indies, Australia, New Zealand and adjacent islands, the islands of the Pacific Ocean except those included in Area 1.

'IMPORT CHARGES' means charges entered on an Air Waybill at origin or in transit to be collected at destination and any charges incurred at destination and accruing to the Airline. △

'INTERMEDIARY' (see definition for 'IATA Cargo Intermediary').

'ISS MANAGEMENT' means the appropriate department of IATA responsible for the administrative and operational functions of the IATA Settlement Systems, such as ISS budgets (cost and revenues), ISS staffing, ISS contracts (service agreements) to include signature authority and ISS office management and administration. This includes the local designated ISS representative for Cargo, who shall have overall responsibility for the CASS-Export or the CASS-Import.

'LATIN AMERICAN AIR CARGO PROGRAMME' (sometimes referred to as "LAACP") means the Latin American air cargo distribution system managed by IATA in support of the Cargo Intermediary Agreement.

'LATIN AMERICAN AIR CARGO PROGRAMME OPERATIONS HANDBOOK' (sometimes referred to as the "Handbook") means the manual published under the auspices of the LAACP by the Joint Council. It contains the rules, regulations, IATA Conference Resolutions, instructions and procedures applicable to the parties actions under the Cargo Intermediary Agreement and is revised and reissued as required. ⊗

'LATIN AMERICAN AIR CARGO PROGRAMME RULES' (sometimes referred to as the "LAACP Rules") means the various IATA Resolutions, rules and procedures adopted by the Cargo Agency Conference, as well as provisions established by the Latin American Joint Council pursuant to the authority delegated to it by the Cargo Agency Conference, published in the LAACP Handbook, which applies in the specified country of the IATA Cargo Intermediary.

'LOCAL CONSULTATIVE COUNCIL', also referred to as LCC, means an ad-hoc task force consisting of representatives of Airlines of a country or group of countries as appropriate and respectively representatives of the national association(s) of freight forwarders, convened to be consulted by the Cargo Agency Conference for their advisory views on matters concerning the Cargo Agency/Air Cargo Programme and the operation of CASS.

'LOCAL CUSTOMER SERVICES MANUAL—CASS (IMPORT/EXPORT)' means the Manual published in a particular country or group of countries for which there is a CASS in accordance with [Appendix 'H'](#) to Resolution 851 and [Appendix 'G'](#) to Resolution 853, as amended from time to time.

'LOCAL FINANCIAL CRITERIA' means the standards used to assess the financial stability of an Agent or applicant in a country/countries or Region, as may be recommended by a Joint Council and adopted by the Conference.

'MEMBER' means a Member of IATA.

'NOTICE OF IRREGULARITY' means a warning letter sent to an Agent/Intermediary/Freight Forwarder to inform him that some failure has been detected on his part in matters such as reporting or remittance.

'PARTICIPATING AIRLINES' means a Member participating, or a non-IATA carrier participating in the Cargo Accounts Settlement System of a country/area.

'PERSON' means an individual, partnership, firm, association, company or corporation.

'PRINCIPAL' as used in [Resolution 871](#) means an appointing Member, or in the case of Subcontraction, the original appointing Member.

'READY FOR CARRIAGE' refers to consignments which meet the requirements as set forth in [Resolution 833](#) entitled 'Ready for Carriage Consignments.'

'RECIPIENT' means any person who is party to a CASS-Import Recipient agreement in accordance with the terms of [Resolution 853](#).

'REGION' means a geographic area composed of one or more states or countries, where specific rules or Resolutions will apply, and where governance of such rules or Resolutions may be partially delegated to a local or regional group or council.

'REMITTANCE' is the payment of moneys by an Agent/Intermediary, for sales issued with Standard Forms to the CASS Airline, including sales made by an Agent/Intermediary where the Air Waybill is issued by the CASS Airline and reported using the facility of the CASS. The Agent's/Intermediaries' Remittance must be Cleared Funds in the Clearing Bank account on the date established by the Conference.

'REMITTANCE DATE' means the Clearing Bank's close of business on the latest date by which Agent's/Intermediaries' remittance must reach the Clearing Bank account as cleared funds, or, in cases where authorized by the Cargo Agency/Air Cargo Programme Rules, the value date on which the Clearing Bank draws cheques on or debits the Agent's/Intermediaries' bank account.

'RESOLUTION, IATA' means a formally adopted decision of an IATA Traffic Conference, promulgated as such.

'SALES AT RISK' is calculated by dividing the Days' Sales at Risk by 90 days, and applying that percentage to the CASS Net Sales amount the Agent made in the highest 3 months in the previous 12 months.

'SETTLEMENT OFFICE' means the institution which, where there is a CASS, is responsible for issuing billings, receiving remittances and distributing the monies to the parties entitled thereto.

'SOUTH WEST PACIFIC (SWP)' is the area comprised of American Samoa, Australia, Cook Islands, Fiji, French Polynesia, Kiribati, (Canton and Enderbury Islands), Nauru, New Caledonia (including Loyalty Islands), New Zealand, Niue, Papua New Guinea, Samoa/Independent state of, Solomon Islands, Tonga, Tuvalu, Vanuatu, Wallis and Futuna Islands.

'SPECIFIED COUNTRY' means the country for which an IATA Cargo Agent has been listed by the Agency Administrator, where such agent may conduct business as an IATA Cargo Agent.

'SUBCONTRACTION' means the delegation of general authority in respect of Cargo sales for appointing Member(s) by a Cargo General Sales and Service Agent to another party by virtue of an agreement which shall be subject to the conditions of [Resolution 871](#) and the prior written authority of the original appointing Member.

'SUBMISSION DATE' means the day on which the Air Waybill Transmissions are required to be in the possession of the Settlement Office as described in IATA Cargo Agency Conference [Resolution 801r, Subsection 2.2](#). Notwithstanding anything to the con-

trary stated in [Resolution 801r, Section 2](#), a CASS Airline may submit Air Waybill Transmittals to the Settlement Office by the submission date which include accountable transactions occurring prior to the reporting period.

'TRAFFIC CONFERENCE' means a Conference of Members established by IATA under the Provisions for the Conduct of IATA Traffic Conferences, whether it be a Cargo Tariff Coordinating Conference or a Cargo Procedures Conference.

'TERMINAL CHARGES' means any charges, where agreed, resulting at destination associated with the importation of Cargo, including, but not limited to, handling of storage fees. Additionally any charges, where agreed, that may be levied for export consignments, but not reflected on the Air Waybill (AWB).

'TRIP AUTHORISATION' means a written document issued by the Agency Administrator to an Agent to be presented to the Member when applying for reduced fare transportation under the provisions of [Subparagraph 5.1](#) of Resolution 881.

'USA' means the 50 States, the District of Columbia, the Commonwealth of Puerto Rico and possessions of the United States of America in Area 1 and Area 3.

□ RESOLUTION 825

CASS-CARGO AGENCY CONFERENCE MANAGEMENT GROUP (C-CMG)

CAC1(CAC/51)825 (except USA) (amended) Expiry: Indefinite
CAC2(CAC/51)825 (amended) Type: B
CAC3(CAC/51)825 (amended)

The CASS-Cargo Agency Conference Management Group (C-CMG) is hereby established to make recommendations to the Cargo Agency Conference on policy and other issues under the jurisdiction of the Conference.

1. AUTHORITY AND TERMS OF REFERENCE

1.1 To recommend action to the Cargo Agency Conference in the light of changing regulatory and market conditions.

1.2 to report regularly to Conference and make policy recommendations to improve the effectiveness of Cargo Agency Conference activities.

1.3 to act on behalf of the Conference on urgent proposals affecting the programme provided always that any decision of the Steering Group will be subject to ratification by the Conference at either a regular meeting or where appropriate by electronic means.

1.4 to review and endorse proposed mail votes prior to their issuance, to provide confirmation of the need for urgent resolution together with any recommendations to improve on the construction of the proposals.

1.5 to create ad-hoc working groups and to address urgent issues which arise between conferences.

1.6 to develop recommendations on all matters relating to the IATA Cargo Accounts Settlement System.

1.7 to develop and promote training programmes and publications suitable for cargo agency personnel needs with a view to establishing recognised standards of professional competence in the industry.

1.8 to nominate three (3) designated representatives from the C-CMG to the IATA/FIATA Consultative Council (IFCC).

2. COMPOSITION

2.1 The C-CMG is a consultative council between IATA Management and Member airlines.

2.2 The C-CMG is comprised of not more than twelve (12) members ideally structured as follows:

2.2.1 The Chair and Vice Chair of the Cargo Agency Conference

2.2.2 Two (2) members from each Conference Area

2.2.3 Four (4) additional Members at large

2.3 C-CMG Members shall be appointed by the Cargo Agency Conference for a two-year term and may be re-appointed.

2.4 C-CMG Members should be suitably qualified and experienced representatives at a senior level, providing expertise in the different fields of the C-CMG activity.

3. PROCEDURES

3.1 Observers may be permitted to attend by invitation of the Chair.

3.2 The C-CMG will meet as required, but not less than twice per annum, and in any event not later than four weeks prior to the Cargo Agency Conference.

3.3 Membership shall terminate if the member misses two consecutive meetings, or if the member leaves their position in the airline.

3.4 Minimum seven (7) appointed members shall constitute a quorum for meetings.

3.5 To that extent that formal voting is necessary, the C-CMG decision shall be taken by simple majority vote of members present.

3.6 The secretary is provided by the Agency Administrator from the IATA Secretariat.

3.7 An annual Joint Conference management group meeting, is to take place prior to the IFCC meeting. Any chair of a management group meeting can call for a joint conference; the chair calling for the meeting will chair that instance of the meeting.

□ RESOLUTION 827

LOCAL CONSULTATIVE COUNCIL (LCC)

CAC1(CAC/51)827 (except USA) (amended) Expiry: Indefinite
CAC2(CAC/51)827 (amended) Type: B
CAC3(CAC/51)827 (amended)

Whereas the Cargo Agency Conference (CAC) and its steering group the Cargo Procedures Conferences Management Group (CPCMG) recognize the need for a Local Consultative Council (LCC) to assist in the development and maintenance of the Cargo Agency Programme, the Air Cargo Programmes and the Cargo Accounts Settlement System (CASS), such council may provide advice and recommendations to Conference **and/or Air Cargo Programme Joint Councils, as applicable, on the changing needs of specific markets and proposed enhancements or modifications to the programmes and the CASS.**

Resolved that

1. The Local Consultative Council (LCC) is hereby established to support and provide recommendations to the CAC, the Air Cargo Programme Joint Councils and/or to the CPCMG, on the needs of a country or countries, and to ensure full local consultation in respect of the Cargo Agency/Air Cargo Programme, local cargo operational or financial criteria and/or the operation of CASS.

2. COMPOSITION

2.1 Except as set forth in [Section 4.2](#) hereof, a Local Consultative Council (LCC) may be convened by the CPCMG, either by request, duly considered, or upon its own initiative wherever geographically required or whenever required to address a specific issue relating to the Cargo Agency/Air Cargo Programme, including the operation of CASS, that impacts locally operating Airlines and/or locally operating IATA Cargo Agents, Intermediaries or CASS Associates.

2.2 The LCC shall not have a fixed minimum or maximum membership, as this shall be determined by each LCC based on local representation, while ensuring a balanced membership from airlines and respectively the national freight forwarder association, when required.

2.3 Representatives serving on the LCC shall be from locally operating airlines established and operating in the local market and participating in the Cargo Agency Programme and/or CASS, and respectively locally operating freight forwarder associations. In the absence of a forwarders association(s) in the country, FIATA, the International Federation of Freight Forwarders Associations, will propose the nomination of individual forwarders to attend the LCC.

2.4 To the extent an LCC is convened to address CASS Associate issues, the members of the LCC constituency must be made up of CASS Associates or officers of the

local freight forwarder association who can represent CASS Associates without a conflict of interest in regard to Cargo Agents or Cargo Intermediaries.

3. PROCEDURES

3.1 The LCC actions shall be in the form of recommendations made by a majority present. Recommendations shall be based on the support of a majority present of each of the two constituencies.

4. ROLES AND RESPONSIBILITIES

4.1 The LCC is to ensure consultation between IATA and airlines, and respectively with the national association(s) of freight forwarders, regarding the Cargo Agency/Air Cargo Programme and the operation of CASS in its territory, when so requested by the Cargo Agency Conference and/or CPCMG and when triggered by any enhancements or modifications in CASS as set forth in [Section 4.2](#) hereof.

4.2 The LCC shall ensure that any enhancements or modifications to the CASS, which could affect the Agents', Intermediaries' or CASS Associates' interests, are discussed in advance with the local freight forwarders' association whose members could be affected by the proposed changes.

4.2.1 Upon receiving notice of the meeting and its agenda, the local freight forwarder association shall notify FIATA, provide it with an agenda, and to the extent possible, a list of the intended participants, at least 21 days, or as early as practicable under the circumstances, in advance of the convening of a LCC.

4.2.2 The resulting views of the LCC shall be sent to and received by **the IATA-FIATA Consultative Council, CPCMG and/or Air Cargo Programme Joint Councils, as applicable**, for its consideration and legal review. To the extent that the proposed change to the CASS requires action by the CAC, the IFCC's views shall be sent to and received by the CAC for its consideration in deciding whether or not to adopt the proposed changes to the CASS.

All of the procedures set forth in this Resolution and in [Resolution 801c](#) shall be completed prior to adoption or implementation of any proposed CASS enhancements or modifications that are subject to review under this Resolution.

RESOLUTION 829

AGENCY ADMINISTRATOR

- △ CAC1(CAC 44, CAC/51)829 Expiry: Indefinite
(except USA) (amended) Type: B
CAC2(CAC 44, CAC/51)829
(amended)
CAC3(CAC 44, CAC/51)829
(amended)

AGENCY ADMINISTRATOR

RESOLVED that, as defined in [Resolution 823](#), the Agency Administrator is the IATA official designated by the Director General of IATA as the holder of that office, or his authorized representative, responsible for the management of any Agency or Intermediary Programme in accordance with the Rules and Resolutions as established by the Conference.

- △ 1. The Agency Administrator has the autonomy to act in extraordinary circumstances to protect the interests of any Agency or Intermediary Programme. Any action taken in extraordinary circumstances shall be reported immediately to the C-CMG Chairperson and shall be reviewed by the C-CMG at the next meeting or at an emergency meeting if deemed appropriate by the C-CMG Chairperson.
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RESOLUTION 831

CONSEQUENCES OF VIOLATION OF AIR WAYBILL OR SHIPMENT RECORD COMPLETION PROCEDURES

- CAC1(38)831 (except USA) Expiry: Indefinite
CAC2(38)831 Type: B
CAC3(38)831

WHEREAS it is in the interest of the industry that consumers have access to a maximum, number of Air Waybill issuance outlets; and

WHEREAS, it is further recognized that under certain routes and as agreed between Shippers and Carriers, electronic means to preserve the shipment record in lieu of the Air Waybill may be used pursuant to Cargo Services Conference Resolution 600f and that it is also in the interest of the industry; and

WHEREAS IATA Members have accordingly deposited stock of their Air Waybills with Cargo Agents or Intermediaries or have authorized Cargo Agents or Intermediaries to issue Shipment Records on behalf of the Shippers to better serve the Shippers; and

WHEREAS custody and completion of such Air Waybills or Shipment Records are governed by Members' rules and the procedures described in the Cargo Agent's Handbook, Air Cargo Program Handbook or the IATA Cargo Services Conference Manual as applicable, copies of which are provided to Cargo Agents or Intermediaries by the Agency Administrator and compliance with which is mandatory upon each Cargo Agent or Intermediary under the terms of the Cargo Agency or Cargo Intermediary Agreement as applicable;

RESOLVED that:

1. all Cargo Agents or Intermediaries be reminded that, practices such as those listed below, violate the governing conditions referred to above. They harm Members' legitimate interests and can accordingly result in action being taken under the provisions of the Cargo Agency or Air Cargo Program Rules and the Cargo Agency or Cargo Intermediary Agreement:

1.1 entering incorrect weight on an Air Waybill or Shipment Record thereby causing losses in revenue to Members;

1.2 entering inapplicable commodity item number, resulting in carriage at less than the applicable rate;

1.3 failing to enter chargeable weight and relevant dimensions (when applicable) thus causing revenue losses to Members;

1.4 entering incorrect or incomplete description of goods thereby allowing carriage at less than the applicable rate; and in the case of dangerous goods endangering the safety of aircraft, crew and passengers;

1.5 failing to enter the complete contact address of the consignee including telephone number in case of “Special Cargoes”, thereby causing non-delivery of such shipments in due course;

1.6 entering amounts in the “Due Agent” prepaid box in excess of what is agreed locally without breakdown of such amounts.

2. in this Resolution the use of words and expressions in the singular shall, where the context so permits, be taken to include their use in the plural and vice versa.

RESOLUTION 833

READY FOR CARRIAGE CONSIGNMENTS

CAC1(48)833 (except USA) Expiry: Indefinite
(amended) Type: B
CAC2(48)833 (amended)
CAC2(48)833 (amended)

RESOLVED that:

1. an IATA Cargo Agent or Intermediary shall deliver (or arrange for delivery of) consignments to a Member ready for carriage.

2. as used in Resolutions the following requirements shall have been met in order to render a consignment ‘ready for carriage’:

2.1 the Air Waybill or the Shipment Record shall be issued in accordance with [Resolution 600a](#) or Recommended Practice 1670 respectively, accurate and complete in all respects; and in the case of the Air Waybill, not more than the following parts shall be removed from the Air Waybill set by an IATA Cargo Agent:

2.1.1 original 3 (for shipper)

2.1.2 copy 8 (for Agent)

2.1.3 original 1 (for issuing carrier) where required by the Member whose Air Waybill is issued;

2.2 disbursement amounts if any and applicable charges shall be entered on the Air Waybill or the Shipment Record in accordance with [Resolution 614](#);

2.3(a) all documents necessary for:

2.3(a)(i) determining the nature of the goods, and

2.3(a)(ii) for the transport of each consignment, including those required by any governmental body,

2.3(b) shall be completed and accompany the Air Waybill or the Shipment Record;

2.4 where the Agent and a Member have agreed that Air Waybill data with respect to the consignment shall be transmitted via electronic means by the Agent to the Member, the Agent shall transmit such data so as to reach the Member prior to tender of the consignment to the Member's point of acceptance;

2.5 the contents of each consignment shall be properly packed so as to withstand all conditions normally incidental to transportation and where appropriate comply with the provisions of the IATA Dangerous Goods Regulations;

2.6 all packages of each consignment shall be marked and labeled in accordance with [Resolutions 600](#), [606](#), [606a](#), [607](#) and where appropriate with the IATA Dangerous Goods Regulations with the IATA Perishable

Cargo Regulations and the IATA Temperature Control Regulations;

2.7 the labelling and marking on all packages shall be fully visible and all old labels and markings shall be obliterated.

3. DANGEROUS GOODS

3.1/3.1.1 all consignments containing dangerous goods shall comply with the IATA Dangerous Goods Regulations;

3.1.2 Shipper's Declaration, duly signed and completed or an electronic Shipper's Declaration for Dangerous Goods duly completed, as set forth in the IATA Dangerous Goods Regulations, shall be provided by the shipper or his authorised agent; mixed consignments which include dangerous goods shall comply with the provisions of [Resolution 600](#);

3.1.3 in the event that a Member shall come into possession of information indicating a misrepresentation or violation of the IATA Dangerous Goods Regulations, including the Shipper's Declaration, by an IATA Cargo Agent, such Member shall promptly give notice of such misrepresentation or violation to the Agency Administrator who shall file a complaint against the IATA Cargo Agent, pursuant to the appropriate provisions of the Cargo Agency Rules.

4. SECURITY ADHERENCE

consignments delivered to a Member shall be prepared ready for carriage in accordance with security control instructions provided by the National Authority and additional instructions provided by the Member.

5. UNIT LOAD DEVICES (ULD)

where an IATA Cargo Agent or Intermediary is delivering (or arranging for delivery of) consignments in Unit Load Devices (ULDs) to a Member, the IATA Cargo Agent or Intermediary shall ensure that the ULDs are serviceable as defined by the ULD Regulations.

RESOLUTION 833a

SECURITY MEASURES FOR INTENDED CONSOLIDATED CONSIGNMENTS

CAC1(33)833a (except USA) Expiry: Indefinite
CAC2(33)833a Type: B
CAC3(33)833a

WHEREAS [Resolution 833](#) requires that consignments delivered to a Member shall be prepared ready for carriage in accordance with security control instructions provided by the National Authority and additional instructions provided by the Member and,

WHEREAS the spirit of recently introduced air security measures require that no detail of carrier or flight in respect of a consolidated consignment be released, other than as permitted by any national authority security directive, and

WHEREAS the terms 'consolidated consignment' and "known shipper" as defined in the relevant Recommended Practices of the Cargo Services Conference are reflected in the IATA Cargo Agent's Handbook, it is therefore

RESOLVED that:

1. an IATA Cargo Agent shall:

1.1 not distribute printed or otherwise published consolidation schedules for general distribution showing planned carriers and flights;

1.2 not communicate by any means, other than as permitted by National Authority security directives, the identity of the planned carrier or flight.

Editorial Note: *These are the definitions referred to above:*

'CONSOLIDATED CONSIGNMENT' a consignment of multi-packages which has been originated by more than one person each of whom has made an agreement for carriage by air with another person other than a scheduled air carrier. Conditions applied to that agreement may or may not be the same as conditions applied by the scheduled air carrier for the same carriage.

'KNOWN SHIPPER' means any entity who conducts business with a carrier, an agent or a freight forwarder and provides security controls that are accepted by the appropriate authority and/or carrier in respect of cargo, courier and express parcels, and mail.

RESOLUTION 851**CARGO ACCOUNTS SETTLEMENT SYSTEM**

- △ CAC1(MV C095, C096, C097, Expiry: Indefinite C112, C113, C114, CAC/51)851Type: B (except USA) (amended)
CAC2(MV C095, C096, C097, C112, C113, C114, CAC/51)851 (amended)
CAC3(MV C095, C096, C097, C112, C113, C114, CAC/51)851 (amended)

WHEREAS the 1998 IATA Annual General Meeting agreed to restructure the IATA Industry Settlement Systems and has approved IATA to be responsible to the IATA Board of Governors for the Management and efficient operation of this business activity and to that end has authorised changes in the management and operation of the IATA Industry Settlement Systems (hereafter referred to as "ISS"), and

WHEREAS it is therefore necessary to recognise the responsibility of IATA for all ISS administration and operational functions, such as:

- ISS budgets (cost and revenues)
- ISS staffing
- ISS contracts (service agreements) to include signature authority
- ISS office management and administration

And further to recognise that ISS matters will be supervised by the IATA Board of Governors, and

WHEREAS the IATA Board of Governors has charged the Cargo Committee to provide advice and guidance to the Board on all Cargo settlement matters, and

- ⊗
- ⊗
- ⊗

WHEREAS ISS Management shall operate in accordance with the IATA Settlement Systems Service Provisions Manual, the CASS Technical Specifications Handbook and the Local Customer Services Manual which describe the provision of services in the operating CASSs;

WHEREAS the Cargo Agency Conference (hereafter referred to as "the Conference") exercises authority and responsibility over the IATA Cargo Agency Programme, including the relationship between Airlines and Agents, and

WHEREAS Cargo Accounts Settlement Systems (CASS) have been introduced.

It is hereby RESOLVED that,

1. CARGO AGENCY CONFERENCE

1.1 The Conference is responsible for, amongst other things, setting CASS technical standards, together with corresponding changes to Standard forms used in the operation of the CASS. These are published in the CASS Technical Specifications Handbook, Attachment A, which constitutes part hereof;

- △ 1.2 amendments to the CASS Technical Specifications Handbook shall be subject to agreement by the Conference, however, should the C-CMG recommend action be taken on a particular amendment(s) between Conferences, ISS Management shall publish the proposed amendment(s) in writing to all Members. If no protest is received from any Member within 45 days of the publication of the amendment(s), the amendment(s) will be deemed endorsed and the CASS Technical Specifications Handbook will be amended accordingly. In the event of a protest, the reasons therefore shall be given in writing and the protested amendment will be reconsidered at the next meeting of the C-CMG with a view to overcoming the reasons for disagreement. In the event of continuing disagreement, the matter shall be referred to the Conference for final action.

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2. FEASIBILITY STUDY—IMPLEMENTATION OF A CASS

The Head Office of any Member, or group of Members, may request ISS Management to initiate a feasibility study, respecting CASS implementation.

3. PARTICIPATION BY MEMBERS

3.1 Participation by IATA Members in any CASS is voluntary. IATA Members may join at the inception of a CASS or may join at a later date by paying the applicable joining fee set by ISS Management;

3.2 participation in any CASS shall be dependent on the Member continuing to pay the appropriate charges for those services that have been provided to the Member in connection with the operation of that CASS;

3.3 a Member's participation shall be dependent on it continuing to meet financial criteria established by the Conference, if any;

3.4 upon joining a CASS, a Member must sign a Counter-indemnity Agreement with IATA as prescribed in [Appendix 'C'](#) to this Resolution. Where a current signed counter-indemnity is in place, the changes specified in [Appendix 'C'](#) are deemed to be incorporated therein;

3.5 once a Member has joined a CASS, it automatically becomes a Billing Participant as defined in [Resolution 823](#) "Definitions of Terms Used in Cargo Agency Resolutions;"

3.6 where a negative settlement occurs as a result of monthly CASS billings, monies due to IATA should be

remitted by the Member by the published applicable remittance date.

3.7 A Member cannot participate in a CASS either directly or indirectly through a GSSA without a proper IATA Air Carrier Designator and Prefix (Numeric) Code.

3.8 IATA must not consider that it is prohibited from doing business with the Member or that doing so would pose an undue risk to IATA under applicable legal or regulatory requirements;

3.9 a Member must have the ability to provide IATA with the data required to comply with applicable legal and regulatory requirements, including the documentation demonstrating the identity of the Air Waybill(s) represented by an individual transaction, including the counterparties to that transaction;

3.10 a Member must have the ability to prevent any transactions which are not for the issuance of Air Waybills, or which are not issued by the relevant Member, from being submitted to CASS.

4. PARTICIPATION BY AGENTS/ INTERMEDIARIES/FORWARDERS

Where a CASS has been adopted for a given country/area, then:

4.1 effective from the date of implementation, all Agents/Intermediaries/Forwarders in that country/area shall be governed by the provisions of [Section 2](#) of [Resolution 801r](#) (except for countries where [Resolution 805zz](#) has been implemented in which case [Resolution 801re](#) applies) with respect to transactions made on behalf of CASS Airlines.

4.2 where a CASS is implemented, the Agency Administrator shall so advise all Agents affected.

4.3 nothing in these procedures shall preclude a CASS Airline and an Agent or Intermediary from making alternative arrangements on a bilateral basis outside of CASS.

4.4 IATA must not consider that it is prohibited from doing business with the Agent/Intermediary/Forwarder or that doing so would pose an undue risk to IATA under applicable legal or regulatory requirements.

5. CASS ASSOCIATES

5.1 The Cargo Agency Conference may decide that charges due on consignments tendered by persons other than Agents are to be collected in a particular CASS in accordance with the provisions implemented thereof. If such an agreement is effective, then a person other than an Agent may become a CASS Associate and participate in the CASS-Export provided that such person:

5.1.1 (except for area covered by [Resolution 805zz](#)) abides by financial obligations to settle through the system in accordance with [Resolution 801r](#) and meets the requirements specified in [Appendix 'D4'](#). If any other requirement is locally recommended, it should be submit-

ted to the Cargo Agency Conference for endorsement prior to application;

5.1.2 (for area covered by [Resolution 805zz](#)) abides by financial obligations to settle through the system in accordance with [Resolution 801re](#) and meets the requirements specified in [Appendix "D4"](#). If any other requirements are locally recommended, they should be submitted to the Cargo Agency Conference, for adoption, prior to its application. CASS Associates who are shipping Cargo under their ownership and who are Direct Accounts of an Airline shall not be subject to the bank guarantee provision.

5.1.3 signs an agreement in the form specified in [Appendix 'D'](#) to this Resolution and pays the participation fees determined by ISS Management from time to time;

5.2 the Agency Administrator, after confirming the applicant meets the applicable criteria, signs the agreement on behalf of all Airlines participating in that CASS and shall then issue to the applicant a CASS Associate code number;

5.3 such number may only be used as long as the Associate continues to meet the qualifying requirements specified in [Appendix 'D4'](#) and has paid all applicable fees;

5.4 further to [Paragraphs 5.1](#) and [5.1.1](#) above, where a decision regarding Associate participation or applicable criteria is required between Conferences, a mail vote may be initiated. Providing unanimous support for the proposal is received, the proposal shall be adopted. Failure to vote will be deemed to be an abstention. Abstentions shall count as positive votes.

5.5 IATA must not consider that it is prohibited from doing business with the CASS Associate or that doing so would pose an undue risk to IATA under applicable legal or regulatory requirements.

6. PARTICIPATION BY NON-IATA AIR CARRIERS

6.1 A non-IATA air carrier (an Airline), having lodged its own Air Waybills with Agents, may request participation in a given CASS by submitting to the Agency Administrator a Form of Application and Concurrence, in which, amongst other things, they agree to be bound by the applicable Cargo Agency Resolutions. The Form is prescribed in [Appendix 'E'](#) to this Resolution;

6.2 upon acceptance by the Agency Administrator, the Airline agrees;

6.2.1 to pay the applicable joining fees set by ISS Management;

6.2.2 to contribute to the management and other costs of such CASS as set by ISS Management;

6.2.3 to meet the financial criteria established by the Conference, if any;

6.3 participation in any CASS shall be dependent on the Airline continuing to pay the appropriate charges for those

services that have been provided to the Airline in connection with the operation of that CASS;

6.4 upon joining a CASS, an Airline must sign a Counter-indemnity Agreement with IATA as prescribed in [Appendix 'C'](#) to this Resolution;

6.5 once an Airline has joined a CASS, it may elect a mode of Participation, Billing or Full, as defined in [Resolution 823](#) "Definitions of Terms Used in Cargo Agency Resolutions";

6.6 where a negative settlement occurs as a result of monthly CASS billings, monies due to IATA should be remitted by the Non-IATA Carrier by the published applicable remittance date.

6.7 A non-IATA Carrier cannot participate in a CASS either directly or indirectly through a GSSA without a proper IATA Air Carrier Designator and Prefix (Numeric) Code.

6.8 IATA must not consider that it is prohibited from doing business with the non-IATA carrier or that doing so would pose an undue risk to IATA under applicable legal or regulatory requirements;

6.9 a non-IATA carrier must have the ability to provide IATA with the data required to comply with applicable legal and regulatory requirements, including the documentation demonstrating the identity of the Air Waybill(s) represented by an individual transaction, including the counterparties to that transaction;

6.10 a non-IATA carrier must have the ability to prevent any transactions which are not for the issuance of Air Waybills, or which are not issued by the relevant non-IATA carrier, from being submitted to CASS.

7. PARTICIPATION BY GENERAL SALES AND SERVICE AGENTS (GSSAs)

For the purpose of this Paragraph, the term 'General Sales and Service Agent (GSSA)' shall also include any Person appointed by one or more air carriers to carry out accounting functions in respect of cargo sales transactions made by Agents on behalf of such carrier(s), but not performing sales reservations functions:

7.1 a General Sales and Service Agent (GSSA), appointed by air carriers which have lodged their own Air Waybills with Agents, may request participation in a given CASS by submitting a Form of Application and Concurrency to the Agency Administrator. The form, prescribed in [Appendix 'F'](#) to this Resolution, amongst other things, binds the applicant to the Cargo Agency Administration Rules;

7.2 the appointing Member or Airline shall be requested to confirm the appointment by submitting a Form of Authorisation. This form is described in [Appendix 'G'](#) to this Resolution;

7.3 upon acceptance by the Agency Administrator, the GSSA agrees;

7.3.1 to pay the applicable joining fees set by ISS Management;

7.3.2 to contribute to the management and other costs of such CASS as set by ISS Management;

7.3.3 to meet the financial criteria established by the Conference, if any;

7.4 participation in any CASS shall be dependent on the GSSA continuing to pay the appropriate charges for those services that have been provided to the GSSA in connection with the operation of that CASS;

7.5 upon joining a CASS, a GSSA must sign a Counter-indemnity Agreement with IATA, as prescribed in [Appendix 'C1'](#) to this Resolution;

7.6 once a GSSA has joined a CASS, it may elect a mode of Participation, Billing or Full, as defined in [Resolution 823](#) "Definitions of Terms Used in Cargo Agency Resolutions";

7.7 where a negative settlement occurs as a result of monthly CASS billings, monies due to IATA should be remitted by the General Sales and Service Agent by the published applicable remittance date.

7.8 A legal entity appointed by an air carrier as a GSSA for the country concerned may not apply for accreditation as an IATA Cargo Agent/Intermediary. (A General Sales and Services Agent is one to whom an airline has delegated general authority to represent it for required to provide further information or additional purposes of overseeing sales in a defined territory).

7.9 a GSSA shall not be allowed to participate (or if active, its participation shall be immediately suspended) if IATA considers that it is prohibited from doing business with the GSSA or that doing so would pose an undue risk to IATA under applicable legal or regulatory requirements or if the GSSA fails to comply with any request from IATA for documentation required to confirm the same;

7.10 a GSSA must have the ability to provide IATA with the data required to comply with applicable legal and regulatory requirements, including the documentation demonstrating the identity of the Air Waybill(s) represented by an individual transaction, including the counterparties to that transaction;

7.11 a GSSA must have the ability to prevent any transactions which are not for the issuance of Air Waybills, or which are not issued by the relevant GSSA, from being submitted to CASS.

8. IATA SETTLEMENT SYSTEM SERVICE PROVISIONS MANUAL

ISS Management, in consultation with the CPG, shall produce an IATA Settlement System Service Provisions Manual containing terms, conditions and codes of conduct of CASS operations applicable in all areas. The CPG will be responsible for the content of the Manual, however it shall at all times be in conformity with applicable IATA Resolutions.

9. LOCAL CUSTOMER SERVICES MANUAL

△ Wherever a CASS has been implemented, ISS Management shall produce a Local Customer Services Manual, containing local terms, conditions and codes of conduct of the local CASS operation. The Cargo Agency Conference delegates the authority for the contents of this Manual to the Local Consultative Council (LCC) for subsequent endorsement by the C-CMG. The contents of this Manual shall be in conformity with applicable IATA Resolutions and are described in [Appendix H](#).

10. VOLUNTARY TERMINATION

A Member, Airline or GSSA may withdraw from a particular CASS by giving written notice of not less than 3 months and shall be liable for its share of all costs through to the end of the notice period, except that a GSSA's participation in a CASS may be terminated when the Member appointing the GSSA has notified the Agency Administrator, in accordance with [Resolution 871](#), with not less than three calendar months' notice in writing that they have terminated their appointment of the GSSA.

11. AIRLINE SUSPENSION OF OPERATIONS

11.1 Reasons for Suspension

Where an airline participating in a CASS ("the CASS Airline") ceases all operations either temporarily or permanently, due to financial or other reasons; or where the CASS Airline becomes subject to bankruptcy, moratorium of debt, or reorganization or similar proceedings; or when the CASS Airline does not have a valid designator/prefix and accounting code assigned by IATA; or where a CASS Airline defaults on a material obligation under the CASS; or when the CASS Airline is suspended from the IATA Clearing House, BSP, or other IATA settlement system or if IATA considers that it is prohibited from doing business with the CASS Airline or that doing so would pose an undue risk to IATA under applicable legal or regulatory requirements or if the CASS Airline fails to comply with any request from IATA for documentation required to confirm the same, or when IATA otherwise determines that there are sufficient financial grounds to suspend the CASS Airline, IATA shall evaluate whether the CASS Airline should be suspended from all CASS operations and the action to be taken, based on the pertinent information available.

In the event of eligibility for suspension pursuant to one or more of the above events; or if the CASS Airline defaults on a material obligation to IATA in respect of the IATA Clearing House, BSP, or other financial arrangement for services provided by IATA; or if ISS Management determines that the integrity of the CASS is at risk, IATA may withhold funds due from the CASS to the CASS Airline in order to settle the debt or potential risk. IATA may also require the Airline to provide a centrally held security deposit, or alternative security acceptable to IATA to be held centrally, and calculated so as to cover funds at risk for a minimum of one month.

Pursuant to Resolution 851 Attachment F at [4.3.2](#), if the CASS Airline is represented by a General Sales and Service Agent (GSSA) and is suspended from CASS for any reason, the transactions processed by the GSSA on behalf of that CASS Airline shall be subject to the same conditions as applicable to that CASS Airline.

11.2 Action by ISS Management

When an Airline ceases operation, ISS Management will continue to collect monies due to such airline in accordance with the settlement office procedures.

An Agent or Associate (or in Europe, an Intermediary) would not be expected to settle any amount in respect of an air waybill of an airline that has ceased operations, where as a direct consequence of such cessation of operations, the consignment has not been transported in accordance with the original shipping instructions. In this case the normal CASS dispute procedures apply.

11.3 Lifting of Suspension

If the Airline resumes its operations or the reorganisation proceedings terminate, and the Airline continues or resumes operations, ISS Management shall lift the suspension.

12. OTHER TERMINATION

12.1(a) notwithstanding [paragraph 10](#) of this Resolution, if ISS management has reason to believe that a CASS Airline may be unable to satisfy its indebtedness to the CASS and

12.1(a)(i) such CASS Airline owes in excess of USD10,000 or equivalent for CASS related processing and management fees, and has been requested to pay the CASS on the applicable date,

12.1(a)(ii) ISS Management has notified such CASS Airline of the amount owing.

12.1(a)(iii) the amount owing remains outstanding more than five working days after the date of notification and such Member Airline has not disputed the debt,

or

12.1(b) if a CASS Airline fails to pay any amount due in relation to a CASS settlement, as provided for in [subparagraph 3.2](#) or [6.3](#) above;

12.1(c) then ISS Management may suspend or terminate such CASS Airlines' participation in all CASS.

13. TIE-IN

Appendices:

(Attachment 'A' is the CASS Technical Specifications Hand Book and is published separately).

Appendix A: Intentionally left blank

[Appendix B: Local Customer Advisory Group—Cargo, Rules and Procedures](#)

[Appendix C: Counterindemnity](#)

[Appendix C1: Counterindemnity for GSSAs](#)

[Appendix D: Associate Agreement](#)

[Appendix E: Application and Concurrence—Non-IATA Carrier](#)

[Appendix F: Application and Concurrence—General Sales Agent](#)

[Appendix G: Form of Authorisation](#)

[Appendix H: CASS-Export Local Customer Services Manual—CASS \(Import/Export\) Contents Outline.](#)

14. SUSPENSION FROM CASS

Pursuant to the provisions of paragraphs 3, 6 and 7 of Resolution 851, a CASS participant may be suspended from CASS for not adhering to participation conditions and obligations.

15. CLOSURE OF CASS OPERATION

Should it be necessary, for whatever reason to consider closure of an operating CASS, ISS Management will consult with the CASS Airlines. In the event of closure, ISS Management will normally give notice of at least 12 months to CASS Airlines. All costs relating to the closure incurred during the period of the notice and/or arising after closure will be apportioned between the CASS Airlines in accordance with the ISS pricing formula.

16. RIGHT OF SET OFF

ISS Management shall have the right to set off any debt or claim owed by such Airline to CASS in relation to a CASS settlement, including any amount owed by the Airline to IATA for the provision of CASS processing and management fees, against any monies held or owed by IATA or any of its divisions and which are payable to that Airline. Similarly, ISS Management shall have the right to set off any debt or claim owed by an Airline to IATA or any of its divisions against any monies held or owed by IATA in any CASS.

△ RESOLUTION 851

Appendix 'B'

RULES AND PROCEDURES LOCAL CUSTOMER ADVISORY GROUPS CARGO (LCAGC)

[IATA Secretariat Note: LCAG-Cs and LCAG-C meetings have been dissolved.]

See now Local Consultative Council (LCC), [Reso. 827](#)]

RESOLUTION 851

Appendix 'C'

COUNTERINDEMNITY AGREEMENT

Relating to the Operation of CASS-Export Bank Accounts by IATA ("Single Counterindemnity-CASS")

Agreement entered into:

between (Legal Name of Airline)
having its registered office at (full address)
hereinafter called "the CASS-Export Airline"

and

the International Air Transport Association (IATA), a non-profit corporation under Canadian Law, having its registered office at 800 Place Victoria, IATA Building, Montreal, Quebec, H4Z 1M1, hereinafter called "IATA".

WHEREAS the CASS-Export Airline, jointly with other CASS-Export Airlines participating in the same respective Cargo Accounts Settlement System ("CASS-Export"), has considered it desirable that IATA operates and maintains certain CASS-Export bank accounts (including a "Hinge Account" for clearing services) on its behalf, and

WHEREAS IATA has agreed to provide such service subject to the CASS-Export Airline and other such airlines providing a Counterindemnity relating to the risks arising therefrom.

IT IS THEREFORE AGREED AS FOLLOWS:

1.a. Definitions

For the purposes of this Agreement, the term "Hinge Account" shall mean the bank account into which Agents/Intermediaries/Forwarders'/Associates'/Recipients' remittances are paid and from which monies are distributed to CASS-Export Airlines;

1.b. Applicability

This Agreement applies to all bank accounts established and operated in the name of IATA on behalf of a CASS-Export for the purpose of operating through the Settlement Bank clearing services or administrative or other associated services, for the benefit of the CASS-Export Airline and other carriers participating in the respective CASS-Export.

2. Indemnity

The undersigned CASS-Export Airline will indemnify IATA, its officers and employees, against any liability and costs, for any action taken or omitted in good faith in the performance of the operation of the Clearing (Hinge) Account or other accounts mentioned in [Paragraph 1](#) above, or arising in any other way from the operation of these accounts. Such liability may include, inter alia, shortfalls caused by under-remittance or non-remittance by Agents/Intermediaries/Forwarders/Associates/Recipients in cases where the Settlement Bank has credited the CASS-Export Airlines, in anticipation of full and timely remittance by the Agents/Intermediaries/Forwarders/Associates/Recipients. In case of such under-remittance or non-remittance, the undersigned CASS-Export Airline, when so requested by the CASS Manager, undertakes to immediately refund the corresponding amount(s) remitted to it to the CASS-Export Hinge Account, and herewith acknowledges and agrees that IATA and ISS Management may take all such action, including legal action, as deemed required in this connection, both on behalf of IATA and the CASS-Export and on behalf of the CASS-Export Airlines concerned. In the event of a liability arising otherwise than by way of non-remittance or under-remittance, the undersigned CASS-Export Airline undertakes to pay the amount of the obligation under this Agreement within 15 days of it being called upon to do so.

3. Preliminary Joint Indemnification

If it cannot be established immediately for which of the CASS-Export Airlines a transaction not supported by a full Agent/Associate/Recipient remittance was effected, the undersigned CASS-Export Airline, jointly with the other CASS-Export Airlines having signed an identical agreement, shall forthwith reimburse and indemnify IATA for any shortfalls, which shall be deemed to be CASS-Export operating costs and expenses. Such cost of reimbursement shall be

reapportioned as soon as it has been established for which of the CASS-Export Airlines the respective remittance has been effected, in proportion to each of the CASS-Export Airlines share in the respective remittance.

4. Collective Binding Agreement

Upon signature, the present document, in conjunction with identical documents signed by other CASS-Export Airlines and IATA, shall constitute a collective binding Agreement, which shall continue in full force and effect for as long as IATA operates any bank accounts as referred to in Paragraph 1 above, provided that if any of the CASS-Export Airlines withdraws from a CASS-Export, it shall cease to be a party to the Agreement with respect to that CASS-Export. The undersigned CASS-Export Airline shall nevertheless remain liable in respect of any of its liabilities arising prior to withdrawal from the respective CASS-Export or termination of IATA's operation of respective bank accounts as referred to in Paragraph 1 above.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Parties hereto by their duly authorised officers in duplicate, on the day and year that appears below:

For and on behalf of
(full name of Airline)
Signature
(full name of person signing)
(title of person signing).....
.....
(place, date)

For and on behalf of:
International Air Transport Association
Signature
(full name of person signing)
Agency Administrator
(title of person signing)
.....
(place, date)

Notes:

1) *In accordance with the EXCOM decision (EXCOM/157, 28 May 1993), this Single Counterindemnity Agreement is to signed by all airlines participating in a CASS-Export. This one Agreement relates to all CASS-Export operations in which the Airline participates.*

2) *This document must be signed at the Airline's Head Office, by the President, Chief Executive Officer, Chief Financial Officer, Director General, or other duly authorized representative as evidenced by the corporate constitutional documents, resolution or power of attorney.*

RESOLUTION 851

Appendix 'C1'

COUNTERINDEMNITY AGREEMENT FOR GSSAs Relating to the Operation of CASS-Export Bank Accounts by IATA ("Single Counterindemnity-CASS")

Agreement entered into:

between (Legal Name of GSSA)

having its registered office at (full address)

For CASS Operation:

(hereinafter called the "CASS-Export Airline")

and

the International Air Transport Association (IATA), a non-profit corporation under Canadian Law, having its registered office at 800 Place Victoria, IATA Building, Montreal, Quebec, H4Z 1M1, hereinafter called "IATA".

WHEREAS the CASS-Export Airline, jointly with other CASS-Export Airlines participating in the same respective Cargo Accounts Settlement System ("CASS-Export"), has considered it desirable that IATA operates and maintains certain CASS-Export bank accounts (including a "Hinge Account" for clearing services) on its behalf, and

WHEREAS IATA has agreed to provide such service subject to the CASS-Export Airline and other such airlines providing a Counterindemnity relating to the risks arising therefrom.

IT IS THEREFORE AGREED AS FOLLOWS:

1.a. Definitions

For the purposes of this Agreement, the term "Hinge Account" shall mean the bank account into which Agents'/Intermediaries'/Forwarders'/Associates'/Recipients' remittances are paid and from which monies are distributed to CASS-Export Airlines;

1.b. Applicability

This Agreement applies to all bank accounts established and operated in the name of IATA on behalf of a CASS-Export for the purpose of operating through the Settlement Bank clearing services or administrative or other associated services, for the benefit of the CASS-Export Airline and other carriers participating in the respective CASS-Export.

2. Indemnity

The undersigned CASS-Export Airline will indemnify IATA, its officers and employees, against any liability and costs, for any action taken or omitted in good faith in the performance of the operation of the Clearing (Hinge) Account or other accounts mentioned in [Paragraph 1](#) above, or arising in any other way from the operation of these accounts. Such liability may include, inter alia, shortfalls caused by under-remittance or non-remittance by Agents/Intermediaries/Forwarders/Associates/Recipients in cases where the Settlement Bank has credited the CASS-Export Airlines, in anticipation of full and timely remittance by the Agents/Intermediaries/Forwarders/Associates/Recipients. In case of such under-remittance or non-remittance, the undersigned CASS-Export Airline, when so requested by the CASS Manager, undertakes to immediately refund the corresponding amount(s) remitted to it to the CASS-Export Hinge Account, and herewith acknowledges and agrees that IATA and ISS Management may take all such action, including legal action, as deemed required in this connection, both on behalf of IATA and the CASS-Export and on behalf of the CASS-Export Airlines concerned. In the event of a liability arising otherwise than by way of non-remittance or under-remittance, the undersigned CASS-Export Airline undertakes to pay the amount of the obligation under this Agreement within 15 days of it being called upon to do so.

3. Preliminary Joint Indemnification

If it cannot be established immediately for which of the CASS-Export Airlines a transaction not supported by a full Agent/Associate/Recipient remittance was effected, the undersigned CASS-Export Airline, jointly with the other CASS-Export Airlines having signed an identical agreement, shall forthwith reimburse and indemnify IATA for any shortfalls, which shall be deemed to be CASS-Export operating costs and expenses. Such cost of reimbursement shall be

reapportioned as soon as it has been established for which of the CASS-Export Airlines the respective remittance has been effected, in proportion to each of the CASS-Export Airlines share in the respective remittance.

4. Collective Binding Agreement

Upon signature, the present document, in conjunction with identical documents signed by other CASS-Export Airlines and IATA, shall constitute a collective binding Agreement, which shall continue in full force and effect for as long as IATA operates any bank accounts as referred to in Paragraph 1 above, provided that if any of the CASS-Export Airlines withdraws from a CASS-Export, it shall cease to be a party to the Agreement with respect to that CASS-Export. The undersigned CASS-Export Airline shall nevertheless remain liable in respect of any of its liabilities arising prior to withdrawal from the respective CASS-Export or termination of IATA's operation of respective bank accounts as referred to in Paragraph 1 above.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Parties hereto by their duly authorised officers in duplicate, on the day and year that appears below:

For and on behalf of
(full name of GSSA)
Signature
(full name of person signing)
(title of person signing).....
.....
(place, date)

For and on behalf of:
International Air Transport Association
Signature
(full name of person signing)
Agency Administrator
(title of person signing)
.....
(place, date)

Notes:

- 1) *This document must be signed at the GSSA's Head Office, by the President, Chief Executive Officer, Chief Financial Officer, Director General, or other duly authorized representative as evidenced by the corporate constitutional documents, resolution or power of attorney.*
- 2) *A GSSA completing this agreement must do so for each CASS in which it participates.*

RESOLUTION 851

Appendix 'D1' (except the area covered by Resolution 809 or 805zz)

CASS ASSOCIATE AGREEMENT

It is Agreed as Follows:

1. Definitions

For the purpose of this Agreement:

'Agency Administrator' means the IATA official designated by the Director General from time to time as the holder of that office or his authorised representative.

'Agent' means a Registered IATA Cargo Agent whose name is entered on the Cargo Agency List.

'Billing Participants' means CASS Airlines which submit to the Settlement Office Air Waybill data in an electronically readable form in respect of transactions made on their behalf by Agents, and which have so notified the Agency Administrator in accordance with [Resolution 851](#). Billing Participants in CASS-(country) are named as such in the First Schedule to this Agreement, as amended from time to time in accordance with [Paragraph 7](#) hereof.

'Cargo Accounts Settlement System (country) ('CASS-(country))' means the method of accounting and settling accounts between CASS Airlines on the one hand, and their Agents on the other hand, as described in the applicable Cargo Agency Rules and in [Resolution 851](#) and its Attachments, as adopted for the (country).

'Cargo Agency Rules' means as the case may be [Resolution 801](#), [803](#), [805](#), [807](#) or [813zz](#) and [Resolution 801r](#) of the IATA Cargo Agency Conference, as applicable in the (country).

'CASS Airlines' means both an IATA Member and a non-IATA air carrier from which the Agency Administrator has accepted an application and concurrence in ed form participating in CASS-(country).

'CASS Associate' means any Person, other than a Registered IATA Cargo Agent or an air carrier, which has executed an Agreement for participation in CASS-(country).

'Hinge Account' means the account opened by the CASS Management with the Settlement Office for a given period of settlement, used to receive CASS Associates' remittances and to pay out monies due to the CASS Airlines named in the First Schedule hereto.

'IATA' means the International Air Transport Association, incorporated by Special Act of the Canadian Parliament, having its Head Office at 800 Place Victoria, Montreal, in the Province of Quebec, Canada and an office at 33 Route de l'Aéroport, 1215 Geneva 15 Airport, Switzerland.

'IATA Settlement Systems Management (ISS Management)' means the appropriate department of IATA responsible for the administrative and operational functions of the IATA Settlement Systems, such as ISS budgets (cost and revenues), ISS staffing, ISS contracts (service agreements) to include signature authority and ISS office management and administration. This includes the local designated ISS representative for Cargo, who shall have overall responsibility for the CASS-Export or the CASS-Import.

'Person' means an individual, partnership, firm, association, company or corporation.

'Settlement Office' means the institution appointed by ISS Management to issue billings and to receive remittances from Agents and to distribute the monies to CASS Airlines.

For applicable definition terms used for the purpose of this Agreement, reference should be made to [Resolution 823](#) (Definition of Terms Used in Cargo Agency Resolution).

2. Compliance with Cargo Rules, Regulations, Provisions and IATA Resolutions incorporated in this Agreement

Various air cargo industry Rules, Regulations, Resolutions and other provisions, including carrier's instructions, that apply to the sale of air cargo transportation, or to acts performed by the Associate when handling or tendering consignments 'Ready for Carriage' by air, as well as amendments made thereto from time to time, are deemed to be incorporated in this Agreement and made part hereof. This includes, but is not limited to the following:

(a) the provisions of IATA Resolutions and any Attachments relating to the participation in a CASS by persons (other than IATA Cargo Agents) tendering consignments to CASS Airlines;

(b) the provisions of IATA Resolutions, relating to billing, settlement and remittance by CASS participants, except that the term 'Agent' or 'Intermediary' as may be used therein shall for the purpose of this Agreement be deemed to read 'CASS Associate';

(c) China CASS Domestic rules as per [Resolution 851 Appendix "D4"](#);

(d) the Local Customer Services Manual-CASS (Export).

3. Authority of CASS Management

In all matters affecting the obligations of the CASS Associate under this Agreement and all applicable IATA Resolutions, ISS Management is authorised to act on behalf of each CASS Airline; and any direction or request given or made to the CASS Associate by ISS Management shall be as effective as if given or made by such CASS Airline.

4. Monies due by CASS Associate due CASS Airlines—Remittance

(a) the CASS Associate shall be responsible for the payment of any and all monies due to any CASS Airline resulting from the issuance of any transportation documents in the name of the CASS Airline and/or from the sale of any ancillary services under this Agreement;

(b) as from the time such monies become due for payment to the CASS Airline, such monies are deemed to have become the property of the CASS Airline and shall be held by the CASS Associate in trust for or on behalf of the CASS Airline until satisfactorily accounted for to the CASS Airline and settlement made in accordance with the appropriate IATA Resolution, even though pursuant to that Section the CASS Associate may have been authorized to retain temporary custody of such monies. The CASS Airline may, subject to applicable currency regulations, designate the currencies in which remittances are to be made;

(c) the CASS Associate shall remit to the CASS Airline such monies at such times and under such conditions as the CASS Airline may designate from time to time in writing.

5. CASS Associate in Default

When the CASS Associate is in default, the Settlement Office shall immediately cease to process transactions concerning the CASS Associate. The Agency Administrator, using the applicable financial criteria adopted by the Cargo Agency Conference, shall review the financial standing of the CASS Associate and shall either instruct the Settlement Office to reinstate the CASS Associate or terminate this Agreement pursuant to [Paragraph 13](#) hereof.

6. Liability

△ IATA and the Director General of IATA, the Agency Administrator, ISS Management, employees, Cargo Agency Commissioner, Ombudsman and representatives of IATA concerned in the administration or operation of the CASS, shall not be liable to the CASS Associate for any loss or damage suffered by the CASS Associate arising out of any act done or omitted in good faith in carrying out their functions under this Agreement or any other functions which they may be required to perform in the administration or operation of CASS-(country).

7. Changes in CASS Airlines' Participation Status

(a) The Agency Administrator may, from time to time during the currency of this Agreement, give written notice to the CASS Associate that the name of a CASS Airline is to be added to the list of CASS Airlines in the First Schedule hereto. The CASS Airline mentioned in the notice shall become a party to this Agreement on the date specified in the notice;

(b) the Agency Administrator may, from time to time during the currency of this Agreement, give written notice

to the CASS Associate that the name of a CASS Airline is to be deleted from the list of CASS Airlines in the First Schedule hereto. The CASS Airline mentioned in the notice shall cease to be a party to this Agreement on the date specified in the notice;

(c) the notices referred to in this Paragraph shall specify whether the CASS Airline is to be listed as a Full Participant or Billing Participant, as the case may be.

8. Assignment of CASS Associate Code

On the execution of this Agreement, the CASS Management shall assign an alpha/numeric code designation to the CASS Associate for use on Air Waybills and CASS administrative forms. The code shall be administered and published by the Agency Administrator.

9. Force Majeure

The CASS Associate shall not be liable for delay or failure to comply with the terms of the CASS Associate Agreement to the extent that such delay or failure (i) is caused by any act of God, war, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, act of government, or any other cause, whether similar or dissimilar, beyond the reasonable control of the Agent, and (ii) is not the result of the Agent's lack of reasonable diligence (an 'Excusable Delay'). In the event an Excusable Delay continues for seven days or longer, the Agency Administrator shall have the right, at its option, to terminate this Agreement by giving the Agent whose performance has failed or been delayed by the Excusable Delay at least thirty days' prior written notice of such election to terminate.

10. Assignment of Rights

The CASS Associate shall not assign any of its rights or obligations under this Agreement.

11. Cessation of Operations and Changes in Ownership or Control

If the CASS Associate ceases (or transfers) the operation of the business to which this Agreement relates, or if any substantial change occurs in the control of a CASS Associate which is a company or corporation, or if a change in partners occurs in a CASS Associate which is a partnership, the CASS Associate shall, prior to the cessation, transfer or change becoming effective, notify the Agency Administrator for appropriate action.

12. Governing Law and Arbitration

This Agreement shall be governed by and interpreted in accordance with the laws of (country) and any difference or dispute arising between the parties with respect to the interpretation, meaning or effect of this Agreement or relating to any rights or obligations herein contained shall be finally settled by arbitration to be held in the (country), under the rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more Arbitrators appointed in accordance with such Rules.

13. Termination

This Agreement shall remain in force until:

- (a) terminated by not less than 15 days' written notice given by one party to the other party; or
- (b) terminated by the Agency Administrator pursuant to Paragraph 5 hereof; or
- (c) execution of the Cargo Agency Agreement or where applicable Cargo Intermediary Agreement by the CASS Associate; or
- (d) application has been lodged by the CASS Associate for registration as an IATA Cargo Agent, and such application has been disapproved for failure to meet the financial criteria laid down in or established pursuant to the Cargo Agency Rules; or
- (e) the CASS Associate ceases to operate the business to which this Agreement relates.

14. Use of Records

The CASS Associate authorises the Agency Administrator to make use of the financial records of CASS-(country) in respect of the CASS Associate in the event that the CASS Associate applies for Registration as IATA Cargo Agent.

15. Participation Fee

The CASS Associate shall pay a fee for its participation in CASS-(country) in accordance with the Second Schedule to this Agreement, being an amount established from time to time by ISS Management.

16. Effectiveness

This Agreement shall become effective on

In witness whereof

this Agreement has been executed this day of 20

On behalf of the CASS Airlines by the Agency Administrator or his authorised representative:

On behalf of the CASS Associate:

..... Title:

RESOLUTION 851

Appendix 'D2'

CASS ASSOCIATE AGREEMENT FOR EUROPEAN AIR CARGO PROGRAMME (EACP) COUNTRIES

Participation in the Cargo Accounts Settlement System (CASS)-(country) as a CASS Associate

An Agreement between CASS Airlines, represented by the Agency Administrator or his authorised representative (hereinafter referred to as the "CASS Airlines" or "CASS Airline") and

..... (Name of CASS Associate)

having its principal office at

(hereinafter referred to as the "CASS Associate").

WHEREAS it is in the mutual interest of the CASS Airlines and the CASS Associate to settle amounts due on Air Waybill transactions through CASS (country).

It is Agreed as Follows:

1. Definitions

For the purpose of this Agreement:

'Agency Administrator' means the IATA official designated by the Director General from time to time as the holder of that office, or his authorized representative.

'CASS Airline' means any airline that participates in the IATA Cargo Accounts Settlement System (CASS).

'CASS Associate' means any person, other than a registered IATA EACP Intermediary, which has executed this Agreement for settlement of money owed to CASS airlines.

'IATA' means the International Air Transport Association, incorporated by Special Act of the Canadian Parliament, having its Head Office at 800 Place Victoria, Montreal, in the Province of Quebec, Canada and an office at 33 Route de l'Aéroport, 1215 Geneva 15 Airport, Switzerland.

'Person' means an individual, partnership, firm, association, company or corporation.

2. Compliance with CASS Rules, Regulations, Provisions and IATA Resolutions incorporated in this Agreement

Various air cargo industry Rules, Regulations, Resolutions and other provisions, including carrier's instructions, that apply to the sale of air cargo transportation, or to acts performed by the Associate when handling or

tendering consignments ‘Ready for Carriage’ by air, as well as amendments made thereto from time to time, are deemed to be incorporated in this Agreement and made part hereof. This includes, but is not limited to the following:

- a) the provisions of IATA Resolutions and any Attachments relating to the participation in a CASS by persons tendering consignments to CASS Airlines;
- b) the provisions of IATA Resolutions relating to billing, settlement and remittance by CASS participants, except that the term ‘Agent’ as may be used therein shall for the purpose of this Agreement be deemed to read ‘CASS Associate’;
- c) the Local Customer Services Manual–CASS (Export).

3. Authority of CASS Management

In all matters affecting the obligations of the CASS Associate under this Agreement the IATA CASS Management is authorised to act on behalf of each CASS Airline; and any direction or request given or made to the CASS Associate by the IATA CASS Management shall be as effective as if given or made by such CASS Airline.

4. Monies due by CASS Associate to CASS Airlines—Payment

- a) The CASS Associate shall be responsible for the payment of any and all monies due to any CASS Airline resulting from the issuance of any transportation documents in the name of the CASS Airline;
- b) Monies payable at origin shall be deemed due by the CASS Associate to a CASS Airline when the air waybill is executed;
- c) Where the associate acts as an agent for the carrier, such monies shall remain the property of the CASS Airline, and shall be held in trust by the CASS Associate until such monies are paid to the CASS Airline in accordance with the terms of this Agreement;
- d) The CASS Associate shall remit to the CASS Airlines such monies at such times and under such conditions as the CASS Airline may designate from time to time, in writing.

5. CASS Billing Frequency

CASS Associates shall be billed by CASS Airlines in accordance with local CASS procedures.

6. Payment Terms and Conditions

CASS Associates shall remit monies due in accordance with the CASS remittance frequency, so as to reach the CASS Office by the close of business on a date which shall be the 30th day following the last day of the calendar billing period. If this date falls on a weekend or bank holiday, then the payment date shall be the first working day thereafter. This date shall be called the remittance date.

Details of exact dates and times shall be advised by CASS Management and reflected in the CASS Local Customer Services Manual.

Other governing Rules and Procedures shall be those shown in the CASS Local Customer Services Manual.

7. Grace Period

From and including the first day after the remittance date, a grace period of 10 calendar days will be allowed for any Associate to settle any outstanding amounts.

8. Irregularities

a) Irregularities in the CASS Associate's settlement shall result in the CASS Manager sending a “Notice of Irregularity” (NOI) to the CASS Associate in the form of a registered letter or e-mail. Any CASS Associate sent a NOI will be given a penalty point(s).

b) For the purposes of recording irregularities, the following penalty point (pp) system shall be applied during the grace period:

a) Late payment	1 pp
b) Unauthorised short payment	1 pp
c) Dishonoured cheque	1 pp
d) Rejected Direct Debit	1 pp
e) Rejected electronic transfer	1 pp

a CASS Associate will not be issued an irregularity notice if it is identified that a dispute exists with an individual item or individual airline. In these cases, the CASS Dispute Procedures and Code of Conduct shall apply and if still not resolved, then the disputed item/issue shall be removed from CASS and shall be dealt with bilaterally between the parties concerned.

c) a Bank Error is one that is substantiated by evidence acceptable to the Agency Administrator and will not result in an irregularity. In all cases a bank letter must be provided to IATA as detailed below:

- a) The original bank letter, signed by a Manager must be sent to IATA within 10 working days by registered post or courier, stating the reason for the delay in remittance.

9. CASS Payment Integrity

a) If 4 penalty points in respect of a CASS Associate in a specific country are accumulated during any 12 consecutive months, the CASS Manager shall suspend such CASS Associate from CASS, pending a financial review.

b) If payment is refused or cannot be obtained from a CASS Associate by the end of the grace period, the CASS Manager shall suspend such Associate from CASS, pending a financial review.

c) Before any Associate can be re-instated in CASS, such Associate must have settled all outstanding amounts plus any pending items up to the date of reinstatement.

d) If a CASS Associate is not re-instated in CASS, then the Agency Administrator may terminate this Agreement in accordance with [Paragraph 17](#).



e) In all cases, the CASS Code of Conduct, contained in the CASS Local Customer Services Manual shall be applied.

f) The Trust provisions of Paragraph 4c) shall be applied to any outstanding monies owed by any CASS Associate that enters bankruptcy or receivership.

10. Liability

IATA employees and their representatives concerned in the administration or operation of the CASS, shall not be liable to the CASS Associate for any loss or damage suffered by the CASS Associate arising out of any act done or omitted in good faith in carrying out their functions under this Agreement or any other functions which they may be required to perform in the administration or operation of CASS-(country).

11. Changes in CASS Airlines' Participation Status

The CASS Manager may, from time to time during the term of this Agreement, give written notice to the CASS Associate that the name of a CASS Airline is to be added to or deleted from the list of CASS Airlines participating in CASS. The CASS Airline mentioned in the notice shall become, or cease to become a party to this Agreement on the date specified in the notice.

12. Assignment of CASS Associate Code

On the execution of this Agreement, the CASS Manager shall assign an alpha/numeric code designation to the CASS Associate for use on any transportation documents and CASS administrative forms.

13. Force Majeure

The CASS Associate shall not be liable for delay or failure to comply with the terms of the CASS Associate Agreement to the extent that such delay or failure (i) is caused by any act of God, war, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, act of government, or any other cause, whether similar or dissimilar, beyond the reasonable control of the Agent, and (ii) is not the result of the Agent's lack of reasonable diligence (an 'Excusable Delay'). In the event an Excusable Delay continues for seven days or longer, the Agency Administrator shall have the right, at its option, to terminate this Agreement by giving the Agent whose performance has failed or been delayed by the Excusable Delay at least thirty days' prior written notice of such election to terminate.

14. Assignment of Rights

The CASS Associate shall not assign any of its rights or obligations under this Agreement.

15. Cessation of Operations and Changes in Ownership or Control

If the CASS Associate ceases (or transfers) the operation of the business to which this Agreement relates, or if any substantial change occurs in the control of a CASS

Associate which is a company or corporation, or if a change in partners occurs in a CASS Associate which is a partnership, the CASS Associate shall, prior to the cessation, transfer or change becoming effective, notify the CASS Manager.

16. Governing Law and Arbitration

This Agreement shall be governed by and interpreted in accordance with the laws of (country) and any difference or dispute arising between the parties with respect to the interpretation, meaning or effect of this Agreement or relating to any rights or obligations herein contained shall be finally settled by arbitration to be held in the (country), under the rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more Arbitrators appointed in accordance with such Rules.

17. Termination

This Agreement shall remain in force until:

- (a) Terminated by not less than one month written notice given by one party to the other party; or
(b) Terminated by the Agency Administrator pursuant to Paragraph 9e);
(c) Superseded by the Associate becoming a registered Intermediary in the IATA European Air Cargo Programme (EACP).

18. Use of Records

The CASS Associate authorises the CASS Manager to make use of the financial records of CASS-(country) in respect of the CASS Associate in the event that the CASS Associate applies for registration as an IATA EACP Intermediary.

19. Participation Fee

The CASS Associate shall pay any applicable fee for its participation in CASS-(country) The CASS Manager will advise if such a fee applies.

20. Effectiveness

This Agreement shall become effective on

In witness whereof

this Agreement has been executed this day of 20

On behalf of the CASS Airlines by the Agency Administrator or his authorised representative:

On behalf of the CASS Associate:
..... Title:

RESOLUTION 851

Appendix ‘D3’—(area covered by Resolution 809 only)

CASS ASSOCIATE AGREEMENT Participation in the Cargo Accounts Settlement System—(country) as CASS Associate

Agreement between CASS Airlines, represented by the Agency Administrator or his authorised representative (hereinafter referred to as the “CASS Airlines” or “CASS Airline”) and

.....
(Name of CASS Associate)

having its principal office at

(hereinafter referred to as the “CASS Associate”).
Whereas it is in the mutual interest of the CASS Airlines and the CASS Associate to settle amounts due on Air Waybill transactions through CASS (country).

It is Agreed as Follows:

1. Definitions

For the purpose of this Agreement:

‘**Agency Administrator**’ means the IATA official designated by the Director General from time to time as the holder of that office or his authorised representative.

‘**Agent**’ means a Registered IATA Cargo Agent whose name is entered on the Cargo Agency List.

‘**Billing Participants**’ means CASS Airlines, which submit to the Settlement Office Air Waybill data in an electronically readable form in respect of transactions made on their behalf by Agents, and which have so notified the Agency Administrator in accordance with [Resolution 851](#). Billing Participants in CASS-(country) are named as such in the First Schedule to this Agreement, as amended from time to time in accordance with [Paragraph 7](#) hereof.

‘**Cargo Accounts Settlement System (country) (‘CASS-(country))**’ means the method of accounting and settling accounts between CASS Airlines on the one hand, and their Agents on the other hand, as described in the applicable Cargo Agency Rules and in [Resolution 851](#) and its Attachments, as adopted for the (country).

‘**Cargo Agency Rules**’ means [Resolution 809](#) and [Resolution 801r](#) of the IATA Cargo Agency Conference, as applicable in the (country).

‘**CASS Airlines**’ means both an IATA Member and a non-IATA air carrier from which the Agency Administrator has accepted an application and concurrence in the prescribed form participating in CASS-(country).

‘**CASS Associate**’ means any Person, other than a Registered IATA Cargo Agent or an air carrier, which has executed an Agreement for participation in CASS-(country).

‘**Hinge Account**’ means the account opened by the CASS Management with the Settlement Office for a given period of settlement, used to receive CASS Associates’ remittances and to pay out monies due to the CASS Airlines named in the First Schedule hereto.

‘**IATA**’ means the International Air Transport Association, incorporated by Special Act of the Canadian Parliament, having its Head Office at 800 Place Victoria, Montreal, in the Province of Quebec, Canada and an office at 33 Route de l’Aéroport, 1215 Geneva 15 Airport, Switzerland.

‘**IATA Settlement Systems Management (ISS Management)**’ means the appropriate department of IATA responsible for the administrative and operational functions of the IATA Settlement Systems, such as ISS budgets (cost and revenues), ISS staffing, ISS contracts (service agreements) to include signature authority and ISS office management and administration. This includes the local designated ISS representative for Cargo, who shall have overall responsibility for the CASS-Export or the CASS-Import.

‘**Person**’ means an individual, partnership, firm, association, company or corporation.

‘**Settlement Office**’ means the institution appointed by ISS Management to issue billings and to receive remittances from Agents and to distribute the monies to CASS Airlines. For applicable definition terms used for the purpose of this Agreement, reference should be made to [Resolution 823](#) (Definition of Terms Used in Cargo Agency Resolution).

2. Compliance with Cargo Rules, Regulations, Provisions and IATA Resolutions incorporated in this Agreement

Various air cargo industry Rules, Regulations, Resolutions and other provisions, including carrier’s instructions, that apply to the sale of air cargo transportation, or to acts performed by the Associate when handling or tendering consignments ‘Ready for Carriage’ by air, as well as amendments made thereto from time to time, are deemed to be incorporated in this Agreement and made part hereof. This includes, but is not limited to the following:

- (a) the provisions of IATA Resolutions and any Attachments relating to the participation in a CASS by persons (other than IATA Cargo Agents) tendering consignments to CASS Airlines;

(b) the provisions of IATA Resolutions, relating to billing, settlement and remittance by CASS participants, except that the term 'Agent' as may be used therein shall for the purpose of this Agreement be deemed to read 'CASS Associate';

(c) the Local Customer Services Manual—CASS (Export).

3. Authority of CASS Management

In all matters affecting the obligations of the CASS Associate under this Agreement and all applicable IATA Resolutions, ISS Management is authorised to act on behalf of each CASS Airline; and any direction or request given or made to the CASS Associate by ISS Management shall be as effective as if given or made by such CASS Airline.

4. Monies due by CASS Associate due CASS Airlines—Remittance

- a) the CASS Associate shall be responsible for the payment of any and all monies due to any CASS Airline resulting from the issuance of any transportation documents in the name of the CASS Airline and/or from the sale of any ancillary services under this Agreement;
- b) Monies payable at origin shall be deemed due by the CASS Associate to a CASS Airline when the air waybill is executed;
- c) Where the associate acts as an agent for the carrier, such monies shall remain the property of the CASS Airline, and shall be held in trust by the CASS Associate until such monies are paid to the CASS Airline in accordance with the terms of this Agreement;
- d) the CASS Associate shall remit to the CASS Airline such monies at such times and under such conditions as the CASS Airline may designate from time to time in writing.

5. CASS Associate in Default

Notwithstanding the provisions of IATA Resolution 801r, Section 2, [Paragraph 2.8.1.4](#), when the CASS Associate is in default, the Settlement Office shall immediately cease to process transactions concerning the CASS Associate. The Agency Administrator, using the applicable financial criteria adopted by the Cargo Agency Conference, shall review the financial standing of the CASS Associate and shall either instruct the Settlement Office to reinstate the CASS Associate or terminate this Agreement pursuant to [Paragraph 13](#) hereof.

6. Liability

- △ IATA and the Director General of IATA, the Agency Administrator, ISS Management, employees, Cargo Agency Commissioner, Ombudsman and representatives of IATA concerned in the administration or operation of the CASS, shall not be liable to the CASS Associate for any loss or damage suffered by the CASS Associate arising out of any act done or omitted in good faith in

carrying out their functions under this Agreement or any other functions which they may be required to perform in the administration or operation of CASS-(country).

7. Changes in CASS Airlines' Participation Status

- a) The Agency Administrator may, from time to time during the currency of this Agreement, give written notice to the CASS Associate that the name of a CASS Airline is to be added to the list of CASS Airlines in the First Schedule hereto. The CASS Airline mentioned in the notice shall become a party to this Agreement on the date specified in the notice;
- b) the Agency Administrator may, from time to time during the currency of this Agreement, give written notice to the CASS Associate that the name of a CASS Airline is to be deleted from the list of CASS Airlines in the First Schedule hereto. The CASS Airline mentioned in the notice shall cease to be a party to this Agreement on the date specified in the notice;
- c) the notices referred to in this Paragraph shall specify whether the CASS Airline is to be listed as a Full Participant or Billing Participant, as the case may be.

8. Assignment of CASS Associate Code

On the execution of this Agreement, the CASS Management shall assign an alpha/numeric code designation to the CASS Associate for use on Air Waybills and CASS administrative forms. The code shall be administered and published by the Agency Administrator.

9. Force Majeure

The CASS Associate shall not be liable for delay or failure to comply with the terms of the CASS Associate Agreement to the extent that such delay or failure (i) is caused by any act of God, war, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, act of government, or any other cause, whether similar or dissimilar, beyond the reasonable control of the Agent, and (ii) is not the result of the Agent's lack of reasonable diligence (an 'Excusable Delay'). In the event an Excusable Delay continues for seven days or longer, the Agency Administrator shall have the right, at its option, to terminate this Agreement by giving the Agent whose performance has failed or been delayed by the Excusable Delay at least thirty days' prior written notice of such election to terminate.

10. Assignment of Rights

The CASS Associate shall not assign any of its rights or obligations under this Agreement.

11. Cessation of Operations and Changes in Ownership or Control

If the CASS Associate ceases (or transfers) the operation of the business to which this Agreement relates, or if any substantial change occurs in the control of a CASS Associate which is a company or corporation, or if a change in partners occurs in a CASS Associate which is a partnership, the CASS Associate shall, prior to the cessation, transfer or change becoming effective, notify the Agency Administrator for appropriate action.

12. Governing Law and Arbitration

This Agreement shall be governed by and interpreted in accordance with the laws of (country) and any difference or dispute arising between the parties with respect to the interpretation, meaning or effect of this Agreement or relating to any rights or obligations herein contained shall be finally settled by arbitration to be held in the (country), under the rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more Arbitrators appointed in accordance with such Rules.

13. Termination

This Agreement shall remain in force until:

- a) terminated by not less than 15 days' written notice given by one party to the other party; or
- b) terminated by the Agency Administrator pursuant to [Paragraph 5](#) hereof; or
- c) execution of the Cargo Agency Agreement or where applicable Cargo Intermediary Agreement by the CASS Associate; or
- d) application has been lodged by the CASS Associate for registration as an IATA Cargo Agent, and such application has been disapproved for failure to meet the financial criteria laid down in or established pursuant to the Cargo Agency Rules; or
- e) the CASS Associate ceases to operate the business to which this Agreement relates.

14. Use of Records

The CASS Associate authorises the Agency Administrator to make use of the financial records of CASS-(country) in respect of the CASS Associate in the event that the CASS Associate applies for Registration as IATA Cargo Agent.

15. Participation Fee

The CASS Associate shall pay a fee for its participation in CASS-(country) in accordance with the Second Schedule to this Agreement, being an amount established from time to time by ISS Management.

16. Effectiveness

This Agreement shall become effective on

In witness whereof

this Agreement has been executed this day of 20

On behalf of the CASS Airlines by the Agency Administrator or his authorised representative:

On behalf of the CASS Associate:

..... Title:

△ RESOLUTION 851

Appendix 'D4'

CASS Associates Global Requirements

WHEREAS the CASS Associate Agreement enables CASS Associates to participate in the Cargo Accounts Settlement System (CASS) and

WHEREAS it is recognized that CASS provides an efficient and cost-effective mechanism for accounting and settlement between airlines and CASS Associates and

WHEREAS CASS Associates participation in the CASS are ruled by the provisions of the Cargo Agency Rules and other Resolutions and Rules

WHEREAS the Cargo Agency Conference endorses requirements for CASS Associates, it is

Resolved, that the following Global requirements are adopted:

- 1) **Applicable for new CASS Associate applicants**
 - a) New CASS Associate applicants will be requested to present upfront a financial security, as outlined under [section 3](#).
 - b) New CASS Associate applicants participating in a market listed in [Attachment B](#) "Table by CASS Country of CASS Associates Requirements" shall be compliant with the additional criteria as indicated in [Attachment B](#).
 - c) New CASS Associate applications require to provide 1 (one) CASS Airline sponsorship letter.
- 2) **Applicable for current CASS Associates**
 - a) CASS Associates with 3 accumulated Irregularities in the last 12 consecutive months shall provide a financial security, as outlined under [section 3](#). This financial security shall not be less than the minimum guarantee amount as indicated in the Global Requirement under [Attachment B](#), "Table by CASS Country of CASS Associates Requirements".
 - b) CASS Associates participating in a market specifically stated in [Attachment B](#) "Table by CASS Country of CASS Associates Requirements", shall furnish a financial security as established under [section 3](#), and compliant with the additional criteria indicated in [Attachment B](#).
 - c) A CASS Associate in default must pay the full outstanding amount and must place a new financial security as a condition for reinstatement, as outlined under [section 3](#). This financial security shall not be less than the minimum guarantee amount as indicated in the Global Requirement under [Attachment B](#), "Table by CASS Country of CASS Associates Requirements".
- 3) **Amount of financial security to be calculated based on the amount at risk.**
 - a) Acceptable financial security types are defined under [Resolution 817, section 2](#).
 - b) Any financial security provided to IATA must be renewed before its expiry date. Failure to provide

or maintain the required amount of any financial security or renew before the expiry date will result in suspension of the CASS Associate and notice of termination of the CASS Associate Agreement.

- c) Financial Securities provided will be subject to a minimum cancellation, withdrawal, or amendment notice period to IATA of ninety (90) days, and ideally, be valid for an unlimited period but will be expected to be valid for a minimum of at least one year, if the validity is annually renewable.
 - d) Any Financial Security required from an applicant/CASS Associate must cover the "Amount at Risk" based on its average air cargo sales during the period of "Days Sales at Risk".
 - e) "Days at Risk" means the number of days from the beginning of the billing period to the remittance date, in respect of that billing period, plus a margin of up to 10 days (a maximum of 70 days).
 - f) "Amount at Risk" is calculated by dividing the CASS Associate's total annual air cargo sales, or estimated remittances to airlines by 360 and multiplying that amount by the "Days at Risk". In cases where a full year's sales of the applicant/CASS Associate are not available via CASS or directly from the CASS Associate or from airlines, or if these sales figures no longer reflect the current situation of the CASS Associate, then an average of a shorter period, but not less than 90 days, may be applied.
 - g) The minimum amount of any Financial Security provided to IATA by a CASS Associate shall be USD 5,000 or its equivalent in local currency, or as stated in [Attachment B](#) "Table by CASS Country of CASS Associates Requirements".
 - h) A CASS Associate can request a recalculation of the financial security at any time.
 - i) An adjustment of the financial security will be required in cases where the CASS Associate's "amount at risk" has increased a 20% or a minimum of USD 30,000 versus the overall financial security in place. No financial reviews will be performed.
- 4) **CASS Airline separate requirement for financial security for CASS Associates**

IATA will apply the financial requirements as set out in this Appendix and [Attachment 'B'](#) hereto related to Associates participating in CASS. When applicable, this may require an Associate to provide an industry financial security to IATA in an amount calculated on its CASS Export remittances. In such cases, individual airlines participating in CASS shall not request a separate, bilateral or duplicate financial security from such Associate covering those same CASS Export sales. Any Member, however, that does maintain individual and bilateral financial securities covering such CASS Export settlements shall notify IATA and will be excluded from participation of the Industry Financial Security.

China Domestic CASS Associates Requirements

1. OPERATIONAL REQUIREMENTS

LICENSE TO TRADE

The appropriate official licenses are issued by the Industry and Commerce Administration Authority.

CASS AIRLINE RECOMMENDATION

1 (one) CASS Airline recommendation is required for new applicants.

2. FINANCIAL REQUIREMENTS

MINIMUM CAPITAL

CN Domestic CASS Associate must have a minimum of CNY 300,000 in registered capital.

FINANCIAL STATEMENTS

An applicant shall provide an audited financial statement prepared in accordance with standard accounting practices. The statement shall reflect the financial position of the CASS Associate at the latest with 12 months prior to date of submission. Such statement shall be evaluated and found satisfactory pursuant to the financial standards. The financial ratio analysis set forth in the following criteria is as follows:

- a) Positive Net Profit—All accounts should show that the agent has made a profit before tax at the end of an accounting period;
- b) Current Ratio—Current Assets divided by Current Liabilities $\geq 130\%$;
- c) Liquid Ratio—(Current Assets—Inventory) divided by Current Liabilities $\geq 100\%$;
- d) Cash Ratio—Cash & Bank divided by Current Liabilities $\geq 30\%$;
- e) Assets Liabilities Ratio—Total Liabilities divided by Total Assets $\leq 65\%$; and
- f) Cash Flow Statement—also be considered satisfactory.

CN Domestic CASS Associates may be exempted from financial assessment, as a result its Financial Security amount will be calculated following rules listed below.

FINANCIAL SECURITY

Each approved location of the CN Domestic CASS Associates must provide a financial security.

The financial security must be a minimum sum of CNY 100,000 or

- a) 20 days of average daily sales turnover in the past 12 months, if Agent’s most recent Financial Assessment result is “Satisfactory”;
- b) 29 days of average daily sales turnover in the past 12 months, if Agent’s most recent Financial Assessment result is “Unsatisfactory” or in the case of Financial Assessment non-submission, whichever is higher.

PRICE LIST

Process Type	Process Type Service	HO	BR	Currency
NEW	Application Fee	1,500	1,500	CNY
Annual Fee	Annual Fee	1,500	1,500	CNY

Note: Other pricings (if any) align with CASS Associates global model.

Attachment 'B' Table by CASS Country of CASS Associates Requirements

LCAG-C Country	Minimum Guarantee Amount	Number of Irregularities to trigger Financial Security	100% Industry Guarantee for all CASS Associates all times
Global Requirements	USD 5,000	3 (three)	Not Applicable
BAHRAIN (GULF)	USD 20,000	Not Applicable	YES
BRAZIL	USD 10,000	2 (two)	YES
CHILE	USD 10,000	Not Applicable	YES
△ CHINA (PEOPLE'S REPUBLIC)	CNY 170.000 (International)/CNY 100.000 (Domestic)	Not Applicable	YES
COLOMBIA	USD 5,000	2 (two)	Not Applicable
CYPRUS	USD 3,000	2 (two)	Not Applicable
ECUADOR	USD 5,000	2 (two)	Not Applicable
EL SALVADOR	USD 10,000	1 (one)	Not Applicable
EGYPT	EGP 150,000	Not Applicable	YES
GREECE	USD 5,000	2 (two)	Not Applicable
INDIA*	Not Applicable	Not Applicable	Not Applicable
ISRAEL*	Not Applicable	Not Applicable	Not Applicable
ITALY	EUR 10,000	1 (one)	Not Applicable
INDONESIA	USD 15,000	Not Applicable	YES
IVORY COAST	USD 10,000	Not Applicable	YES
JAPAN	To be Determined	Not Applicable	YES
KOREA, REPUBLIC OF	To be Determined	Not Applicable	YES
KUWAIT (GULF)	USD 20,000	Not Applicable	YES
MALAYSIA	USD 10,000	Not Applicable	YES
MALTA	USD 3,500	Not Applicable	YES
MEXICO	USD 25,000	3 (three)	Not Applicable
OMAN (GULF)	USD 15,000	Not Applicable	YES
PAKISTAN	To be Determined	3 (three)	Not Applicable
QATAR (GULF)	USD 20,000	Not Applicable	YES
RUSSIAN FEDERATION	USD 5,000	Not Applicable	YES
SAUDI ARABIA, KINGDOM OF	USD 25,000	Not Applicable	YES
SINGAPORE	SGD 10,000	Not Applicable	YES
THAILAND	Amount at risk	3 (three)	Not Applicable
TUNISIA	TND 50,000	Not Applicable	YES
TÜRKIYE	USD 25,000	3 (three)	Not Applicable
UNITED ARAB EMIRATES (GULF)	USD 25,000	Not Applicable	YES
VENEZUELA	USD 10,000	Not Applicable	YES

* **India Only:** the CASS Associates Global Model does not apply due to special business environment.

RESOLUTION 851

Appendix ‘E’

FORM OF APPLICATION AND CONCURRENCE

To be completed by a Non-IATA Air Carrier

TO:

Agency Administrator
International Air Transport Association
33, Route de l'Aéroport
1215 Geneva 15 Airport
Switzerland

1. Name of Applicant:.....
Address:
.....
2. The Airline maintains stocks of its Air Waybills with IATA Cargo Agents in (*country*).
3. The Airline acknowledges that it has received **inter alia** copies of the following documents and IATA Resolutions, together with such explanation of their contents, as it requires:
 - IATA [Resolution 600a](#), Air Waybill;
 - IATA [Resolution 851](#), Cargo Accounts Settlement System;
 - Attachment ‘A’ to IATA [Resolution 851](#), CASS Technical Specifications Handbook;
 - The ISS Service Provisions Manual Cargo;
 - The Local Customer Services Manual—CASS (Export);
 - IATA [Resolution 801r](#) (or [Resolution 801re](#) for EACP countries), Reporting and Remittance Procedures, Section 2;
 - Cargo Agency Administration Rules; Resolution ..., Section ... and Resolution ...;
 - IATA [Resolution 821](#), Cargo Agents' Numeric Code;
 - IATA [Resolution 893](#), Disclosing another Member's Position taken at an IATA Meeting;
 - IATA [Resolution 833](#), Ready for Carriage Consignments.
4. The Airline hereby applies to participate in CASS (*country*) (hereinafter called ‘the CASS’) on the following terms and conditions:
 - 4.1 The Airline authorises the Agency Administrator to give notice to the Settlement Office that the name of the Airline is to be added to the list of CASS Airlines in the CASS tool.
 - 4.2 The Airline shall become a Billing Participant with effect from the date when it becomes a party to the Settlement Office Agreement in accordance with the terms of that Agreement.
 - 4.3 Except as otherwise provided in the Subparagraphs hereof, the Airline shall be bound by the same conditions and obligations as the other CASS Airlines. The Airline shall observe and be bound by the provisions of the documents listed in [Paragraph 3](#) hereof, as well as subsequent additions, deletions or amendments thereto, as though the Airline were a Member of IATA and a party to the Resolutions or the Sections of Resolutions set out in those documents.
- △ 4.4 Amount determined for country by ISS Management in conjunction with C-CMG.
- 4.5 The conditions of the Airline's participation in the CASS may be amended by the Cargo Agency Conference from time to time upon serving the Airline notice in writing reasonably in advance of the effectiveness of such amendment.
- 4.6 The Airline's participation in the CASS shall continue until either:
 - 4.6.1 The Airline has (through the Agency Administrator) given three calendar months' advance notice in writing to the Settlement Office of withdrawal from the General Settlement Office Agreement and such notice has become effective in accordance with the terms of the said Agreement; or
 - 4.6.2 The Agency Administrator has given to the Airline three calendar months' advance notice in writing, of termination of the Airline's participation in CASS (*country*). In the event the Agency Administrator gives such notice, he shall at the same time give notice to the Settlement Office of termination of the Airline's participation in the General Settlement Office Agreement; thereafter the Airline shall cease to be a party to that Agreement three calendar months from the date of the said notice. In the case of non payment of IATA fees no notice period is required.



Latin American Air Cargo Program (LAACP) Handbook

- 5. The Airline undertakes to indemnify IATA, its officers and employees against any liability (including liability for legal costs) for any action taken or omitted in good faith in the performance of their functions with respect to the CASS under [Section 2](#) of Resolution 801r (or [Resolution 801re](#) for EACP countries) and under [Resolution 851](#) and its Attachment.
- 6. This Application may be accepted, and will then become a contract binding the parties, upon counter signature by the Agency Administrator of the enclosed duplicate copy to be returned to the Airline at the address given above.

To be completed by the Airline:

Signature:.....

Name:

Title:

Date:

Accepted for and on behalf of IATA Cargo Accounts Settlement System by the Agency Administrator

Signature:.....

Name:

Title:

Date:

Note: This document must be signed at the Airline's Head Office, by the President, Chief Executive Officer, Chief Financial Officer, Director General, or other duly authorized representative as evidenced by the corporate constitutional documents, resolution or power of attorney.

RESOLUTION 851

Appendix ‘F’

FORM OF APPLICATION AND CONCURRENCE

To be completed by a General Sales and Service Agent (GSSA)

TO:

Agency Administrator
International Air Transport Association
33, Route de l'Aéroport
1215 Geneva 15 Airport
Switzerland

1. Name of Applicant:
Address:
.....
2. The GSSA represents Airlines, which maintain stocks of their Air Waybills with Agents in (*country*). The Airlines represented are listed in the CASS tool.
- 2.1 The GSSA may from time to time advise the Agency Administrator that the name of an airline is to be added or deleted from the CASS tool, by submitting the “Form of Authorisation” (*attached*).
3. The GSSA acknowledges that it has received *inter alia* copies of the following documents and IATA Resolutions, together with such explanation of their contents as it requires:
 - IATA [Resolution 600a](#), Air Waybill;
 - IATA [Resolution 851](#), Cargo Accounts Settlement System;
 - Attachment ‘A’ to IATA [Resolution 851](#), CASS Technical Specifications Handbook;
 - IATA [Resolution 801r](#) (or [Resolution 801re](#) for EACP countries), Reporting and Remittance Procedures, Section 2;
 - IATA Cargo Agency Administration Rules: Resolution..., Section ... and Resolution...;
 - IATA [Resolution 821](#), Cargo Agents' Numeric Code;
 - IATA [Resolution 833](#), Ready for Carriage Consignments;
 - The ISS Service Provisions Manual Cargo;
 - The Local Customer Services Manual—CASS (Export).
4. The GSSA hereby applies to participate in CASS (*country*) (hereinafter called “the CASS”) on the following terms and conditions:
 - 4.1 The GSSA authorises the Agency Administrator to give notice to the Settlement Office that the name of the Airline is to be added to the list of Carriers in the CASS tool;
 - 4.2 The GSSA shall become a Billing Participant with effect from the date when it becomes a party to the Settlement Office Agreement in accordance with the terms of that Agreement;
 - 4.3 Except as otherwise provided in [Subparagraph 4.6.3](#), the GSSA shall adhere to the procedures laid down in the relevant Resolutions and their attachments and in the CASS Manuals as if it were a “carrier” in general, and as a “Billing Participant”, and therefore shall be bound by the same conditions and obligations as the other Carriers of which the following are particularly brought to notice.
 - 4.3.1 The GSSA shall observe and be bound by the provisions of the documents listed in [Paragraph 3](#) hereof, as well as subsequent additions, deletions or amendments thereto, as though the GSSA were an Airline Member of IATA and a party to the Resolutions or the Sections of Resolutions set out in those documents;
 - 4.3.2 If an Airline represented by the GSSA in CASS is suspended from CASS for any reason, the transactions processed by the GSSA on behalf of that Airline shall be subject to the same conditions as applicable to that Airline;



- △ 4.4 Amount determined for country by ISS Management in conjunction with C-CMG.
- 4.5 The conditions of the GSSA's participation in the CASS may be amended by the Cargo Agency Conference, from time to time, upon serving the GSSA notice, in writing, reasonably in advance of the effectiveness of such amendment.
- 4.6 The GSSA's participation in the CASS shall cease:
 - 4.6.1 Only when the GSSA has given three months' advance notice, in writing, to the Settlement Office (through the Agency Administrator) of withdrawal from the Settlement Office Agreement and such notice has become effective in accordance with the terms of the said Agreement;
 - 4.6.2 Only when the Member(s) appointing the GSSA has (have) notified the Agency Administrator, in accordance with [Resolution 871](#), with not less than three calendar months' notice, in writing, that they have terminated their appointment of the GSSA;
 - 4.6.3 The Agency Administrator has given to the GSSA three calendar months' advance in writing, of termination of the GSSA's participation in the CASS. In the event the Agency Administrator gives such notice, he shall at the same time notify the Settlement Office of termination of the GSSA's participation in the Settlement Office Agreement; thereafter the GSSA shall cease to be a party to that Agreement three calendar months from the date of the said notice. In the case of non payment of IATA fees no notice period is required.
- 5. The GSSA undertakes to indemnify IATA, its officers and employees against any liability (including liability for legal costs) for any action taken or omitted in good faith in the performance of their functions with respect to the CASS under [Section 2](#) of Resolution 801r (or [Resolution 801re](#) for EACP countries) and under [Resolution 851](#) and its Attachment.
- 6. This Application may be accepted, and will then become a contract binding the parties, upon counter signature by the Agency Administrator of the enclosed duplicate copy to be returned to the GSSA at the address given above.

To be completed by the GSSA:

Signature:

Name:

Title:

Date:

Accepted for and on behalf of IATA Cargo Accounts Settlement System by the Agency Administrator

Signature:

Name:

Title:

Date:

Note: This document must be signed at the GSSA's Head Office, by the President, Chief Executive Officer, Chief Financial Officer, Director General, or other duly authorized representative as evidenced by the corporate constitutional documents, resolution or power of attorney.

RESOLUTION 851

Appendix ‘G’

FORM OF AUTHORISATION

To be completed by an IATA Member Airline

STATEMENT BY PRINCIPAL AIRLINE*

FOR GSSA ACTING ON THEIR BEHALF TO PARTICIPATE IN CASS (country)

TO:

Agency Administrator
International Air Transport Association
33, Route de l'Aéroport
1215 Geneva 15 Airport
Switzerland

Name of Airline:

Address:

.....

- (a) hereby authorises (**name of GSSA applicant**) to act on its behalf in the collection and payment of all amounts settled through the Cargo Accounts Settlement System of (*country*) to which the above-named GSSA is applying to become a Billing Participant;
- (b) confirms that, in conformity with Resolution 871, [Paragraph 8](#), it:
 - (i) has notified the Agency Administrator of the name and address of the GSSA, the effective date of the appointment and the GSSA territory;
 - (ii) shall notify the Agency Administrator of any subsequent changes to the appointment affecting the information in the original notification.

Signature:

Name (in print):

Title:

Date:

Note: This document must be signed at the Airline's Head Office, by the President, Chief Executive Officer, Chief Financial Officer, Director General, or other duly authorized representative as evidenced by the corporate constitutional documents, resolution or power of attorney.

* A separate authorisation should be provided for each airline represented by the GSSA



FORM OF AUTHORISATION

To be completed by a Non-IATA Air Carrier

**STATEMENT BY PRINCIPAL AIRLINE*
FOR GSSA ACTING ON THEIR BEHALF TO PARTICIPATE IN CASS (country)**

TO:

Agency Administrator
International Air Transport Association
33, Route de l'Aéroport
1215 Geneva 15 Airport
Switzerland

Name of Airline:

Address:

.....

- (a) hereby authorises (**name of GSSA applicant**) to act on its behalf in the collection and payment of all amounts settled through the Cargo Accounts Settlement System of (*country*) to which the above-named GSSA is applying to become a Billing Participant;
- (b) confirms that, in the event that it terminates its appointment of the GSSA acting on its behalf, it shall provide written notification of the termination to ISS Management (through the Agency Administrator) with not less than three calendar months' notice prior to the effective date of termination of the appointment.

Signature:

Name (in print):

Title:

Date:

Note: This document must be signed at the Airline's Head Office, by the President, Chief Executive Officer, Chief Financial Officer, Director General, or other duly authorized representative as evidenced by the corporate constitutional documents, resolution or power of attorney.

* A separate authorisation should be provided for each airline represented by the GSSA

RESOLUTION 851**Appendix 'H'****LOCAL CUSTOMER SERVICES
MANUAL—CASS (EXPORT) CONTENTS**

The contents of the Manual shall cover the following items in the sequence indicated below:

- Table of Contents
 - List of Billing Participants
 - Glossary
 - Outline of the CASS
 - Local Service Provisions and Codes of Conduct
 - Administrative Forms and Procedures
 - AWB Completion
 - Billing and Remittance Schedules
 - Output Documentation
 - Settlement Procedures
 - Notification of Changes
 - Annual Sales Figures
 - CASS Management Contacts
-

△ **RESOLUTION 851f****CASS CONSULTATIVE COUNCIL**

[IATA Secretariat Note: CCC meetings have been dissolved.]

See now Local Consultative Council (LCC), [Reso. 827](#)]

RESOLUTION 853

CASS-IMPORT & TERMINAL CHARGES

- △ CAC1(MV C114, CAC/51)853 Expiry: Indefinite
(except USA) (amended) Type: B
CAC2(MV C114, CAC/51)853
(amended)
CAC3(MV C114, CAC/51)853
(amended)

NOTE: At CAC 37 the change of name for this Resolution from CASS Import to CASS Import and Terminal Charges was adopted, however the EACP JC did not endorse the change. For the EACP Area please substitute CASS Import wherever the term CASS Import and Terminal Charges appears in this Resolution.

WHEREAS the 1998 IATA Annual General Meeting agreed to restructure the IATA Industry Settlement Systems and has approved IATA to be responsible to the IATA Board of Governors for the Management and efficient operation of this business activity and to that end has authorised changes in the management and operation of the IATA Industry Settlement Systems (hereafter referred to as "ISS"), and

WHEREAS it is therefore necessary to recognise the responsibility of IATA for all ISS administration and operational functions, such as:

- ISS budgets (cost and revenues)
- ISS staffing
- ISS contracts (service agreements) to include signature authority
- ISS office management and administration

and further to recognise that ISS matters will be supervised by the IATA Board of Governors, and

- ⊗
- ⊗
- ⊗
- ⊗

WHEREAS ISS Management shall operate in accordance with the IATA Settlement Systems Service Provisions Manual, the CASS Technical Specifications Handbook and the Local Customer Services Manual which describe the provision of services in the operating CASSs;

WHEREAS the Cargo Agency Conference (hereafter referred to as "the Conference") exercises authority and responsibility over the IATA Cargo Agency Programme, including the relationship between Airlines and Agents, and

WHEREAS Cargo Accounts Settlement Systems (CASS) have been introduced.

It is hereby RESOLVED that,

1. CARGO AGENCY CONFERENCE

1.1 The Conference is responsible for, amongst other things, setting CASS-Import technical standards, together with corresponding changes to Standard forms used in the operation of the CASS-Import & Terminal Charges. These are published in the CASS Technical Specifications Handbook, Attachment 'A', which constitutes part hereof;

1.2 amendments to the CASS Technical Specifications Handbook shall be subject to agreement by the Conference, however should the CASS Policy Group (CPG) recommend action be taken on a particular amendment(s) between Conferences, ISS Management shall publish the proposed amendment(s) in writing to all Members. If no protest is received from any Member within 45 days of the publication of the amendment(s), the amendment(s) will be deemed endorsed and the CASS Technical Specifications Handbook will be amended accordingly. In the event of a protest, the reasons therefore shall be given in writing and the protested amendment will be reconsidered at the next meeting of the CPG with a view to overcoming the reasons for disagreement. In the event of continuing disagreement, the matter shall be referred to the Conference for final action;

1.3 The Conference establishes CASS-Import & Terminal Charges for the efficient collection of agreed charges arising from inbound and outbound shipments.

⊗

2. FEASIBILITY STUDY—IMPLEMENTATION OF A CASS-IMPORT

The Head Office of any Member, or group of Members, may request ISS Management to initiate a study.

3. PARTICIPATION BY MEMBERS OR WHERE APPOINTED, GSSAs

NOTE: "Or Where Appointed GSSAs" adopted CAC37 not endorsed by EACP JC therefore not applicable EACP Area.

3.1 Participation by IATA Members in any CASS-Import & Terminal Charges is voluntary. IATA Members may join at the inception of a CASS-Import & Terminal Charges or may join at a later date by paying the applicable joining fee set by ISS Management;

3.2 participation in any CASS-Import & Terminal Charges shall be dependent on the Member continuing to pay the appropriate charges for those services that have been provided to the Member in connection with the operation of that CASS-Import & Terminal Charges;

3.3 a Member's participation shall be dependent on it continuing to meet financial criteria established by the Conference, if any;

3.4 upon joining a CASS-Import & Terminal Charges, a Member must sign a Counter-indemnity Agreement with IATA as prescribed in [Appendix 'C'](#) to this Resolution, where a current signed counter-indemnity is in place, the

changes specified in [Appendix 'C'](#) are deemed to be incorporated therein;

3.5 once a Member has joined a CASS-Import & Terminal Charges, it automatically becomes a Billing Participant, as defined in [Resolution 823](#) "Definitions of Terms Used in Cargo Agency Resolutions";

3.6 where a negative settlement occurs as a result of monthly CASS billings, monies due to IATA should be remitted by the Member by the published applicable remittance date.

3.7 IATA must not consider that it is prohibited from doing business with the Member or that doing so would pose an undue risk to IATA under applicable legal or regulatory requirements;

3.8 a Member must have the ability to provide IATA with the data required to comply with applicable legal and regulatory requirements, including the documentation demonstrating the identity of the Air Waybill(s) represented by an individual transaction, including the counterparties to that transaction;

3.9 a Member must have the ability to prevent any transactions which are not for the issuance of Air Waybills, or which are not issued by the relevant Member, from being submitted to CASS.

4. PARTICIPATION BY RECIPIENTS

4.1 Where a CASS-Import & Terminal Charges has been adopted for a given country/area, the Agency Administrator shall offer to execute an agreement with each commercial entity (not being an air carrier) handling air cargo consignments in such country/area who:

4.1.1 regularly and systematically acts by way of trade and for reward, as agent for consignees or consignors named on Air Waybills, or as agent for persons indicated on the face of Air Waybills as persons to be notified upon delivery or as customs consignees;

4.1.2 in the ordinary and usual course of its undertaking, assembles, consolidates or provides for assembling and consolidation of property or performs or provides for the performance of break bulk and distributing operations with respect to consolidated shipments, is responsible for procuring international air transportation of property from the point of receipt to the point of destination and utilises for the whole or any part of such transportation the services of an air carrier;

4.2 an applicant to become a CASS Recipient must sign the agreement specified in [Appendix 'D'](#) to this Resolution;

4.3 the Agency Administrator signs the agreement on behalf of all Delivering Companies participating in that CASS-Import & Terminal Charges and shall then issue to the applicant a CASS Recipient code number;

4.4 such intermediaries executing the agreement shall become Recipients under the CASS-Import & Terminal Charges from the date stipulated in the agreement and shall from such date be required to remit monies due to

CASS-Import & Terminal Charges Delivering Companies and other Members in accordance with the requirements of the CASS-Import & Terminal Charges Local Customer Services Manual.

4.5 IATA must not consider that it is prohibited from doing business with the CASS Recipient or that doing so would pose an undue risk to IATA under applicable legal or regulatory requirements.

5. PARTICIPATION BY NON-IATA AIR CARRIERS OR WHERE APPOINTED, GSSAs

NOTE: "Or Where Appointed GSSAs" adopted CAC37 not endorsed by EACP JC therefore not applicable EACP Area.

5.1 A non-IATA air carrier (an Airline), may request participation in a given CASS-Import & Terminal Charges by submitting to the Agency Administrator a Form of Application and Concurrence, in which, amongst other things, they agree to be bound by the applicable Cargo Procedures Conference Resolutions. The Form is prescribed in [Appendix 'E'](#) to this Resolution:

5.2 upon acceptance by the Agency Administrator, the Airline agrees;

5.2.1 to pay the applicable joining fees set by ISS Management;

5.2.2 to contribute to the management and other costs of such CASS-Import & Terminal Charges as set by ISS Management;

5.2.3 to meet the financial criteria established by the Conference, if any;

5.3 participation in any CASS-Import & Terminal Charges shall be dependent on the Airline continuing to pay the appropriate charges for those services that have been provided to the Airline in connection with the operation of that CASS-Import & Terminal Charges;

5.4 upon joining a CASS-Import & Terminal Charges, an Airline must sign a Counter-indemnity Agreement with IATA as prescribed in [Appendix 'C'](#) to this Resolution;

5.5 once a non-IATA air carrier has joined a CASS-Import & Terminal Charges, it automatically becomes a Billing Participant, as defined in [Resolution 823](#) "Definitions of Terms Used in Cargo Agency Resolutions";

5.6 where a negative settlement occurs as a result of monthly CASS billings, monies due to IATA should be remitted by the Non-IATA Carrier by the published applicable remittance date.

5.7 IATA must not consider that it is prohibited from doing business with the non-IATA carrier or GSSA or that doing so would pose an undue risk to IATA under applicable legal or regulatory requirements;

5.8 a non-IATA Carrier must have the ability to provide IATA with the data required to comply with applicable legal and regulatory requirements, including the documentation demonstrating the identity of the Air Waybill(s) represented by an individual transaction, including the counterparties to that transaction;

5.9 a non-IATA Carrier must have the ability to prevent any transactions which are not for the issuance of Air Waybills, or which are not issued by the relevant non-IATA Carrier, from being submitted to CASS.

6. PARTICIPATION BY AIRLINE GROUND HANDLING AGENTS (GHAs)

For the purpose of this Paragraph, the term 'Ground Handling Agent (GHA)' shall mean any Person, appointed by one or more air carriers to carry out cargo handling, storage and preparation of freight for collection by the consignee or following delivery by the consignor, and other activities for inbound or outbound freight in the area covered by the CASS:

6.1 a Ground Handling Agent (GHA) may request participation in a given CASS-Import & Terminal Charges by submitting a Form of Application and Concurrence to the Agency Administrator. The form, prescribed in [Appendix 'F'](#) to this Resolution, amongst other things, binds the applicant to the applicable Cargo Procedures Conference Resolutions;

6.2 upon acceptance by the Agency Administrator, the GHA agrees;

6.2.1 to pay the applicable joining fees set by ISS Management;

6.2.2 to contribute to the management and other costs of such CASS-Import & Terminal Charges as set by ISS Management;

6.2.3 to meet the financial criteria established by the Conference, if any;

6.3 participation in any CASS-Import & Terminal Charges shall be dependent on the GHA continuing to pay the appropriate charges for those services that have been provided to the GHA in connection with the operation of that CASS-Import & Terminal Charges;

6.4 upon joining a CASS-Import & Terminal Charges, a GHA must sign a Counterindemnity Agreement with IATA as prescribed in [Appendix 'C1'](#) to this Resolution;

6.5 once a GHA has joined a CASS-Import & Terminal Charges it automatically becomes a Billing Participant, as defined in [Resolution 823](#) "Definitions of Terms Used in Cargo Agency Resolutions";

6.6 where a negative settlement occurs as a result of monthly CASS billings, monies due to IATA should be remitted by the Ground Handling Agent by the published applicable remittance date.

6.7 IATA must not consider that it is prohibited from doing business with the GHA or that doing so would pose

an undue risk to IATA under applicable legal or regulatory requirements.

7. CASS DELIVERING COMPANY

Pursuant to [Paragraphs 3, 5 and 6](#) of this Resolution, the term 'CASS Delivering Company' shall mean a Member, Airline or Ground Handling Agent who participates in a particular CASS-Import & Terminal Charges.

8. IATA SETTLEMENT SYSTEM SERVICE PROVISIONS MANUAL

△ ISS Management, in consultation with the C-CMG, shall produce an IATA Settlement System Service Provisions Manual containing terms, conditions and codes of conduct of CASS operations applicable in all areas. The C-CMG will be responsible for the content of the Manual, however, it shall at all times be in conformity with applicable IATA Resolutions.

9. LOCAL CUSTOMER SERVICES MANUAL—CASS-IMPORT & TERMINAL CHARGES

△ Wherever a CASS-Import & Terminal Charges has been implemented, ISS Management shall produce a local Customer Services Manual, containing local terms, conditions and codes of conduct of the local CASS operation. The Cargo Agency Conference delegates the authority for the contents of this Manual to the Local Consultative Council (LCC) for subsequent endorsement by the C-CMG. The contents of this Manual shall be in conformity with applicable IATA Resolutions and C-CMG endorsed participation rules, and are described in Appendix 'H'.

10. VOLUNTARY TERMINATION

A CASS Delivering Company may withdraw from a particular CASS-Import & Terminal Charges by giving written notice of not less than 3 months and shall be liable for its share of all costs through to the end of the notice period.

11. AIRLINE SUSPENSION OF OPERATIONS

11.1 Reasons for Suspension

Where a Delivering Company participating in a CASS ceases operations, due to financial or other reasons, or where the Delivering Company becomes subject to formal bankruptcy or reorganisation proceedings, or if IATA considers that it is prohibited from doing business with the Delivering Company or that doing so would pose an undue risk to IATA under applicable legal or regulatory requirements or if the Delivering Company fails to comply with any request from IATA for documentation required to confirm the same, ISS Management shall immediately inform all participants in the CASS of the date of such suspension.

11.2 Action by ISS Management

When a Delivering Company ceases operation, ISS Management will continue to collect monies due to such Delivering Company in accordance with the settlement office procedures.

11.3 Right of Set off

When an Airline is suspended from CASS, ISS Management shall have the right to set off any debt or claim owed by such Airline to CASS in relation to a CASS settlement, including any amount owed by the Airline to IATA for the provision of CASS processing and management fees, against any monies held or owed by IATA or any of its divisions and which are payable to that Airline.

12. REPORTING

As outlined in the CASS ITC Local Customer Services Manual.

13. BILLINGS

As outlined in the CASS ITC Local Customer Services Manual.

14. REMITTANCES

As outlined in the CASS ITC Local Customer Services Manual.

15. NOTIFICATION OF LATE PAYMENT

As outlined in the CASS ITC Local Customer Services Manual.

16. SUSPENSION FROM CASS

Pursuant to the provisions of paragraphs, [3](#), [5](#), [6](#) and [7](#) of Resolution 853, a Delivering Company may be suspended from CASS for not adhering to participation conditions and obligations.

17. CLOSURE OF CASS OPERATION

Should It be necessary, for whatever reason to consider closure of an operating CASS, ISS Management will consult with the CASS Airlines. In the event of closure, ISS Management will normally give notice of at least 12 months to CASS Airlines. All costs relating to the closure incurred during the period of the notice and/or arising after closure will be apportioned between the CASS Airlines in accordance with the ISS pricing formula.

18. TIE-IN

Intentionally left blank

Appendices:

(Attachment 'A' is the CASS Technical Specifications Hand-book and is published separately).

Appendix A: Intentionally left blank

[Appendix B: Local Customer Advisory Group–Cargo Rules and Procedures](#)

[Appendix C: Counterindemnity](#)

[Appendix C1: Counterindemnity for GHAs](#)

[Appendix D: Recipient Agreement](#)

[Appendix E: Application and Concurrence–Non-IATA Carrier](#)

[Appendix F: Application and Concurrence–Ground Handling Agent](#)

[Appendix G: Local Customer Services Manual–CASS \(Import\) Contents Outline.](#)

△ **RESOLUTION 853**

Appendix 'B'

**RULES AND PROCEDURES LOCAL
CUSTOMER ADVISORY GROUPS—
CARGO (LCAGC)**

[IATA Secretariat Note: LCAG-Cs and LCAG-C meetings have been dissolved.]

See now Local Consultative Council (LCC), [Reso. 827](#)]

RESOLUTION 853

Appendix ‘C’

COUNTERINDEMNITY AGREEMENT

Relating to the Operation of CASS-Import and Terminal Charges Bank Accounts by IATA (“Single Counterindemnity–CASS”)

An Agreement entered into:
between (Legal Name of Airline)
having its registered office at (full address)
hereinafter called “the CASS-Import Airline”

and

the International Air Transport Association (IATA), a non-profit corporation under Canadian Law, having its registered office at 800 Place Victoria, IATA Building, Montreal, Quebec, H4Z 1M1, hereinafter called “IATA”.

WHEREAS the CASS-Import Airline, jointly with other CASS-Import Airlines participating in the same respective Cargo Accounts Settlement System Import & Terminal Charges (“CASS-Import & Terminal Charges”) has considered it desirable that IATA operates and maintains certain CASS-Import and Terminal Charges bank accounts (including a “Hinge Account” for clearing services) on its behalf, and

WHEREAS IATA has agreed to provide such service subjed to the CASS-Import Airline and other such airlines providing a Counterindemnity relating to the risks arising therefrom.

IT IS THEREFORE AGREED AS FOLLOWS:

1.a. Definitions

For the purposes of this Agreement, the term “Hinge Account” shall mean the bank account into which Agents’/Associates’/Recipients’ remittances are paid and from which monies are distributed to CASS-Import Airlines;

1.b. Applicability

This Agreement applies to all bank accounts established and operated in the name of IATA on behalf of a CASS-Import & Terminal Charges for the purpose of operating through the Settlement Bank clearing services or administrative or other associated services, for the benefit of the CASS-Import & Terminal Charges.

2. Indemnity

The undersigned CASS-Import Airline will indemnify IATA, its officers and employees, against any liability and costs, for any action taken or omitted in good faith in the performance of the operation of the Clearing (Hinge) Account or other accounts mentioned in [Paragraph 1](#) above, or arising in any other way from the operation of these accounts. Such liability may include, inter alia, shortfalls caused by under-remittance or non-remittance by Agents/Associates/Recipients in cases where the Settlement Bank has credited the CASS-Import Airlines, in anticipation of full and timely remittance by the Agents/Associates/Recipients. In case of such under-remittance or non-remittance, the undersigned CASS-Import Airline, when so requested by the CASS Manager, undertakes to immediately refund the corresponding amount(s) remitted to it to the CASS-Import Hinge Account, and herewith acknowledges and agrees that IATA and ISS Management may take all such action, including legal action, as deemed required in this connection, both on behalf of IATA and the CASS-Import and on behalf of the CASS-Import Airlines concerned. In the event of a liability arising otherwise than by way of non-remittance or under-remittance, the undersigned CASS-Import Airline undertakes to pay the amount of the obligation under this Agreement within 15 days of it being called upon to do so.

3. Preliminary Joint Indemnification

If it cannot be established immediately for which CASS-Import Airline(s) a transaction not supported by a full Agent/Associate/Recipient remittance was effected, the undersigned CASS-Import Airline, jointly with the other CASS-Import Airlines having signed an identical agreement, shall forthwith reimburse and indemnify IATA for any shortfalls, which shall be deemed to be CASS-Import operating costs and expenses. Such cost of reimbursement shall be reapportioned as soon as it has been established for which CASS-Import Airline(s) the respective remittance has been effected, in proportion to each of the undersigned CASS-Import Airline's share in the respective remittance.



4. Collective Binding Agreement

Upon signature, the present document, in conjunction with identical documents signed by other CASS-Import Airlines and IATA, shall constitute a collective binding Agreement, which shall continue in full force and effect for as long as IATA operates any bank accounts as referred to in Paragraph 1 above, provided that if any CASS-Import Airline withdraws from a CASS-Import & Terminal Charges, it shall cease to be a party to the Agreement with respect to that CASS-Import & Terminal Charges. The undersigned CASS-Import Airline shall nevertheless remain liable in respect of any of its liabilities arising prior to withdrawal from the respective CASS-Import & Terminal Charges or termination of IATA's operation of respective bank accounts as referred to in Paragraph 1 above.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Parties hereto by their duly authorised officers in duplicate, on the day and year that appears below:

For and on behalf of
(full name of Airline)
Signature
(full name of person signing)
(title of person signing)
(place, date)

For and on behalf of:
International Air Transport Association
Signature
(full name of person signing)
Agency Administrator
(title of person signing)
(place, date)

Notes:

1) In accordance with the EXCOM decision (EXCOM/157, 28 May 1993), this Single Counterindemnity Agreement is to be signed by all airlines participating in a CASS-Import. This one Agreement relates to all CASS-Import operations in which the Airline participates.

2) This document must be signed at the Airline's Head Office, by the President, Chief Executive Officer, Chief Financial Officer, Director General, or other duly authorized representative as evidenced by the corporate constitutional documents, resolution or power of attorney.

RESOLUTION 853

Appendix ‘C1’

COUNTERINDEMNITY AGREEMENT

Relating to the Operation of CASS-Import and Terminal Charges Bank Accounts by IATA (“Single Counterindemnity–CASS”)

An Agreement entered into:
between (Legal Name of CASS Delivering Company).....
having its registered office at (full address).....
For CASS Operation:.....
hereinafter called the “CASS-Import Airline”

and

the International Air Transport Association (IATA), a non-profit corporation under Canadian Law, having its registered office at 800 Place Victoria, IATA Building, Montreal, Quebec, H4Z 1M1, hereinafter called “IATA”.

WHEREAS the CASS-Import Airline, jointly with other CASS-Import Airlines participating in the same respective Cargo Accounts Settlement System Import & Terminal Charges (“CASS-Import & Terminal Charges”) has considered it desirable that IATA operates and maintains certain CASS-Import and Terminal Charges bank accounts (including a “Hinge Account” for clearing services) on its behalf, and

WHEREAS IATA has agreed to provide such service subject to the CASS-Import Airline and other such airlines providing a Counterindemnity relating to the risks arising therefrom.

IT IS THEREFORE AGREED AS FOLLOWS:

1.a. Definitions

For the purposes of this Agreement, the term “Hinge Account” shall mean the bank account into which Agents’/Associates’/Recipients’ remittances are paid and from which monies are distributed to CASS-Import Airlines;

1.b. Applicability

This Agreement applies to all bank accounts established and operated in the name of IATA on behalf of a CASS-Import & Terminal Charges for the purpose of operating through the Settlement Bank clearing services or administrative or other associated services, for the benefit of the CASS-Import & Terminal Charges.

2. Indemnity

The undersigned CASS-Import Airline will indemnify IATA, its officers and employees, against any liability and costs, for any action taken or omitted in good faith in the performance of the operation of the Clearing (Hinge) Account or other accounts mentioned in [Paragraph 1](#) above, or arising in any other way from the operation of these accounts. Such liability may include, inter alia, shortfalls caused by under-remittance or non-remittance by Agents/Associates/Recipients in cases where the Settlement Bank has credited the CASS-Import Airlines, in anticipation of full and timely remittance by the Agents/Associates/Recipients. In case of such under-remittance or non-remittance, the undersigned CASS-Import Airline, when so requested by the CASS Manager, undertakes to immediately refund the corresponding amount(s) remitted to it to the CASS-Import Hinge Account, and herewith acknowledges and agrees that IATA and ISS Management may take all such action, including legal action, as deemed required in this connection, both on behalf of IATA and the CASS-Import and on behalf of the CASS-Import Airlines concerned. In the event of a liability arising otherwise than by way of non-remittance or under-remittance, the undersigned CASS-Import Airline undertakes to pay the amount of the obligation under this Agreement within 15 days of it being called upon to do so.

3. Preliminary Joint Indemnification

If it cannot be established immediately for which CASS-Import Airline(s) a transaction not supported by a full Agent/Associate/Recipient remittance was effected, the undersigned CASS-Import Airline, jointly with the other CASS-Import Airlines having signed an identical agreement, shall forthwith reimburse and indemnify IATA for any shortfalls, which shall be deemed to be CASS-Import operating costs and expenses. Such cost of reimbursement shall be



reapportioned as soon as it has been established for which CASS-Import Airline(s) the respective remittance has been effected, in proportion to each of the undersigned CASS-Import Airline's share in the respective remittance.

4. Collective Binding Agreement

Upon signature, the present document, in conjunction with identical documents signed by other CASS-Import Airlines and IATA, shall constitute a collective binding Agreement, which shall continue in full force and effect for as long as IATA operates any bank accounts as referred to in Paragraph 1 above, provided that if any CASS-Import Airline withdraws from a CASS-Import & Terminal Charges, it shall cease to be a party to the Agreement with respect to that CASS-Import & Terminal Charges. The undersigned CASS-Import Airline shall nevertheless remain liable in respect of any of its liabilities arising prior to withdrawal from the respective CASS-Import & Terminal Charges or termination of IATA's operation of respective bank accounts as referred to in Paragraph 1 above.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Parties hereto by their duly authorised officers in duplicate, on the day and year that appears below:

For and on behalf of
(full name of CASS Delivering Company)
Signature
(full name of person signing)
(title of person signing)
(place, date)

For and on behalf of:
International Air Transport Association
Signature
(full name of person signing)
Agency Administrator
(title of person signing)
(place, date)

Notes:

- 1) This document must be signed at the CASS Delivering Company's Head Office, by the President, Chief Executive Officer, Chief Financial Officer, Director General, or other duly authorized representative as evidenced by the corporate constitutional documents, resolution or power of attorney.
2) A CASS Delivering Company completing this agreement must do so for each CASS in which it participates.

RESOLUTION 853

Appendix ‘D’

CASS-IMPORT & TERMINAL CHARGES RECIPIENT AGREEMENT

NOTE: At CAC 37 the change of name for this Resolution from CASS Import to CASS Import and Terminal Charges was adopted, however the EACP JC did not endorse the change. For the EACP Area please substitute CASS Import wherever the term CASS Import and Terminal Charges appears in this Resolution.

AN AGREEMENT MADE BETWEEN

The several Carriers/Handling Companies which have agreed to participate in the Cargo Accounts Settlement System-Import & Terminal Charges (CASS-Import & Terminal Charges Delivering Companies as defined hereunder), represented herein by the Agency Administrator of the International Air Transport Association

AND

.....
(Name of Recipient)

having its principal place of business at

.....
.....
.....
(Address of Recipient)

(hereinafter referred to as the ‘Recipient’)

WHEREBY IT IS AGREED AS FOLLOWS:

1. Definitions

For the purposes of this Agreement:

‘Agency Administrator’ means the IATA official designated from time to time by the Director General as the holder of that office, or his authorised representative. He is charged with the administrative management and development of Cargo Accounts Settlement Systems-Import & Terminal Charges.

‘Cargo Accounts Settlement System-Import & Terminal Charges’ (here-inafter called ‘CASS-Import & Terminal Charges’) means the method of accounting and settling accounts between Delivering Companies and Recipients as provided in IATA Agency Conference [Resolution 853](#) and its Attachment.

‘Delivering Company’ means a Member, Airline or Ground Handling Agent who participates in a particular CASS-Import & Terminal Charges.

‘Cargo Accounts Settlement System-Import & Terminal Charges Delivering Companies’ means

the IATA Members and Non-IATA Air Carriers/ Ground Handling Companies (named as CASS-Import & Terminal Charges Delivering Companies) in the First Schedule to this Agreement as having authorised the Agency Administrator to execute this Agreement on their behalf, and such other Delivering Companies, which subsequent to the execution of this Agreement, authorise the Agency Administrator to advise the Recipient that their name is to be added to the said First Schedule in accordance with [Paragraph 7](#) hereof.

‘Hinge Account’ means the account to be opened by ISS Management for a given period of settlement; it will be used for receiving Recipients’ remittances and paying out monies due to CASS-Import & Terminal Charges Delivering Companies.

‘IATA’ means the International Air Transport Association, an association incorporated by Act of the Canadian Parliament having its Head Office at 800 Place Victoria, Montreal, in the Province of Quebec, Canada and an office at 33 Route de l’Aéroport, CH-1215 Geneva 15 Airport, Switzerland.

‘IATA Settlement Systems Management (ISS Management)’ means the appropriate department of IATA responsible for the administrative and operational functions of the IATA Settlement Systems, such as ISS budgets (cost and revenues), ISS staffing, ISS contracts (service agreements) to include signature authority and ISS office management and administration. This includes the local designated ISS representative for Cargo, who shall have overall responsibility for the CASS-Export or the CASS-Import & Terminal Charges.

‘Import Charges’ means charges entered on an Air Waybill at origin or in transit according to applicable tariffs for collection at destination and any charges incurred at destination and due to the CASS-Import & Terminal Charges Delivering Companies.

‘Settlement Office’ means the institution appointed by ISS Management to issue billings and to collect and distribute monies due under the CASS-Import.

‘Terminal Charges’ means any charges, where agreed, resulting at destination associated with the importation of Cargo, including, but not limited to, handling of storage fees. Additionally any charges, where agreed, that may be levied for export consignments, but not reflected on the Air Waybill (AWB).

For applicable definition terms used for the purpose of this Agreement, reference should be made to [Resolution 823](#) (Definitions of Terms Used in Cargo Agency Resolutions).

2. Resolution 853

In so far as the provisions of IATA [Resolution 853](#) and its Attachment relate to CASS-Import & Terminal Charges Recipients, such provisions are incorporated in the applicable local CASS-Import & Terminal Charges Customer Manual, which Manual as amended from time to time is part of this Agreement and the Recipient shall abide by the provisions of such Manual.

3. Authority of CASS Management

In all matters affecting the Recipient's obligations under this Agreement and all applicable IATA Conference Resolutions, ISS Management is authorised to act on behalf of each CASS-Import & Terminal Charges Delivering Company and any direction or request given or made to the Recipient by ISS Management shall be as effective as if given or made by such CASS Import & Terminal Charges Delivering Company.

4. Settlement of Accounts

Settlement of accounts with the CASS-Import & Terminal Charges Delivering Company shall be made by means of remittance through the Hinge Account. Such remittance shall cover the amounts due appearing on the Billing Statements issued periodically by the Settlement Office.

5. Liability

IATA, the Agency Administrator, ISS Management and their employees and representatives shall not be liable to the Recipient for any loss or damage suffered by the Recipient arising out of any act done or omitted in good faith in carrying out their functions under this Agreement or any other functions which may follow from the application of the CASS-Import & Terminal Charges.

6. Encumbrances

The Recipient shall ensure that CASS-Import & Terminal Charges, which are to be remitted to the Settlement Office are not pledged, hypothecated or encumbered in any way; the Recipient shall also ensure that any claim it may have against a consignee with respect to such charges is not assigned at any time. (Not applicable in the U.K.)

7. Changes in CASS-Import Delivering Companies

7.1 the Agency Administrator may, from time to time during the currency of this Agreement, give written notice to the Recipient that the name of a Delivering Company is to be added to the list of CASS-Import & Terminal Charges Delivering Companies in the First Schedule hereto. The Delivering Company mentioned in the notice shall become a party to this Agreement on the date specified in the notice;

7.2 the Agency Administrator may, from time to time during the currency of this Agreement, give written notice to the Recipient that the name of a Delivering Company is to be deleted from the list of CASS-Import & Terminal Charges in the First Schedule hereto. The Delivering Company mentioned in the notice shall cease to be a party to this Agreement on the date specified in the notice.

8. Force Majeure

Neither party shall be liable for failure to perform its part of this Agreement when such failure is due to fire, flood strikes, labour troubles or other industrial disturbances, inevitable accidents, war (declared or undeclared), legal restrictions imposed by the national government, riots, insurrections or any cause beyond the control of the parties.

9. Assignment of Rights

The Recipient shall not assign any of its rights or obligations under this Agreement.

10. Cessation of Operations and Changes in Ownership or Control

If the Recipient ceases (or transfers) the operation of the business to which this contract relates, or if any substantial change occurs in the control of a Recipient corporation, or if a change in partners occurs in a Recipient partnership, the Recipient shall notify the Agency Administrator, through the local ISS Management, prior to the cessation, transfer or change becoming effective.

11. Governing Law and Arbitration

This Agreement shall be governed by and interpreted in accordance with the laws of (country) and any difference or dispute arising between the parties with respect to the interpretation, meaning or effect of this Agreement or relating to any rights or obligations herein contained shall be finally settled by arbitration to be held in the (country), under the rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more Arbitrators appointed in accordance with such Rules.

11.1 In a country where the option of arbitration is not available, any other equivalent means shall be used.

12. Termination

This Agreement shall remain in force until:

- terminated by not less than 3 months' written notice given by one party to the other party
- terminated with immediate effect by the Agency Administrator upon the Recipient's non-compliance with the settlement procedures stipulated in the Local Customer Services Manual—CASS-Import & Terminal Charges.

13. Effectiveness

This Agreement shall become effective on:

.....
(DATE)

On behalf of CASS Delivering Company

Signed as a Deed by an Authorised Representative of the Agency Administrator:

.....
Signed as a Deed on behalf of:

.....
(Name of Recipient)

Signatures of Recipient:

.....
(Director)

and

.....
(Director or Company Secretary)

RESOLUTION 853

Appendix 'E' All Areas except the EACP

FORM OF APPLICATION AND CONCURRENCE

To be completed by a Non-IATA Air Carrier

TO:

Agency Administrator
International Air Transport Association
33, Route de l'Aéroport
1215 Geneva 15 Airport
Switzerland

1. Name of Airline:
Address:
.....
2. The Airline operates air services to and from/within (country or area of the CASS Import & Terminal Charges).
3. The Airline acknowledges that it has received **inter alia** copies of the following documents and IATA Resolutions, together with such explanation of their contents, as it requires:
 - IATA Resolution 600d, Air Waybill—Part Consignment procedures
 - IATA [Resolution 853](#), Cargo Accounts Settlement System and its Attachment, CASS Technical Specifications Handbook
 - The ISS Service Provisions Manual Cargo
 - The Local Customer Services Manual—CASS (Import) & Terminal Charges
 - IATA [Resolution 893](#), Disclosing another Member's Position taken at an IATA Meeting;
4. The Airline hereby applies to participate in CASS-Import & Terminal Charges (*country*) (hereinafter 'the CASS') on the following terms and conditions:
 - 4.1 The Airline authorises the Agency Administrator to give notice to the Settlement Office that the name of the Airline is to be added to the list of CASS-Import & Terminal Charges Delivering Companies in the CASS tool.
 - 4.2 The Airline shall become a Billing Participant with effect from the date when it becomes a party to the Settlement Office Agreement in accordance with the terms of that Agreement.
 - 4.3 Except as otherwise provided in Subparagraph hereof, the Airline shall be bound by the same conditions and obligations as the other CASS-Import & Terminal Charges Airlines. The Airline shall observe and be bound by the provisions of the documents listed in [Paragraph 3](#) hereof, as well as subsequent additions, deletions or amendments thereto, as though the Airline were a Member of IATA and a Party to the Resolutions or the Sections of Resolutions set out in those documents.
 - 4.4 The amounts for participation in CASS-Import & Terminal Charges (*country*) shall be those set from time to time by the ISS Management and in accordance with the pricing schedule communicated and published by the ISS Management.
 - 4.5 The joining fee and the non-IATA air carrier annual fee amounts shall be payable in their entirety upon the acceptance of the present application by the Agency Administrator. The level of amounts for subsequent calendar years shall be those set from time to time by ISS Management, after consideration of the operating expenses of the CASS, and shall be payable at the beginning of each calendar year. Other annual charges amounts shall be payable according to a payment schedule established by CASS-Import & Terminal Charges (*country*).
 - 4.6 The conditions of the Airline's participation in the CASS-Import & Terminal Charges may be amended by the Cargo Agency Conference from time to time upon serving the Airline notice, in writing, reasonably in advance of the effectiveness of such amendment.
 - 4.7 The Airline's participation in the CASS-Import & Terminal Charges shall continue until either:
 - 4.7.1 The Airline has (through the Agency Administrator) given three calendar months' advance notice in writing to the Settlement Office of withdrawal from the General Settlement Office Agreement and such notice has become effective in accordance with the terms of the said Agreement; or
 - 4.7.2 The Agency Administrator has given to the Airline three calendar months' advance notice. In the event the Agency Administrator gives such notice, he shall at the same time give notice to the Settlement Office of termination of the Airline's participation in the General Settlement Office Agreement; therefore the Airline shall cease to be a party to that Agreement three calendar months from the date of the said notice. In the case of non payment of IATA fees no notice period is required.



- 5. The Airline undertakes to indemnify IATA, its officers and employees against any liability (including liability for legal costs) for any action taken or omitted in good faith in the performance of their functions with respect to the CASS-Import & Terminal Charges under Resolution 853 and its Attachment.
- 6. This Application may be accepted, and will then become a contract binding the parties, upon counter signature by the Agency Administrator of the enclosed duplicate copy to be returned to the Airline at the address given above.

To be completed by the Airline:

Signature:

Name:

Title:

Date:

Accepted for and on behalf of IATA Cargo Accounts Settlement System by the Agency Administrator

Signature:

Name:

Title:

Date:

Note:

1) This document must be signed at the Airline’s Head Office, by the President, Chief Executive Officer, Chief Financial Officer, Director General, or other duly authorized representative as evidenced by the corporate constitutional documents, resolution or power of attorney.

RESOLUTION 853

Appendix 'E' EACP Area only

FORM OF APPLICATION AND CONCURRENCE

To be completed by a Non-IATA Air Carrier

TO:

Agency Administrator
International Air Transport Association
800 Place Victoria
P.O. Box 113
Montreal, Quebec H4Z 1M1
Canada

1. Name of Airline:
Address:
.....
2. The Airline operates air services to and from/within (country or area of the CASS-Import)
3. The Airline acknowledges that it has received **inter alia** copies of the following documents and IATA Resolutions, together with such explanation of their contents, as it requires:
 - IATA Resolution 600d, Air Waybill–Part Consignment procedures
 - IATA [Resolution 853](#), Cargo Accounts Settlement System and its Attachment, CASS Technical Specifications Handbook
 - The ISS Service Provisions Manual Cargo
 - The Local Customer Services Manual–CASS (Import)
 - IATA [Resolution 893](#), Disclosing another Member's Position taken at an IATA Meeting;
4. The Airline hereby applies to participate in CASS-Import (*Insert Country*) (hereinafter 'the CASS') on the following terms and conditions:
 - 4.1 The Airline authorises the Agency Administrator to give notice to the Settlement Office that the name of the Airline is to be added to the CASS tool.
 - 4.2 The Airline shall become a Full Participant/Billing Participant (*see Note 2*), with effect from the date when it becomes a party to the Settlement Office Agreement in accordance with the terms of that Agreement.
 - 4.3 Except as otherwise provided in Subparagraph hereof, the Airline shall be bound by the same conditions and obligations as the other CASS-Import Airlines. The Airline shall observe and be bound by the provisions of the documents listed in [Paragraph 3](#) hereof, as well as subsequent additions, deletions or amendments thereto, as though the Airline were a Member of IATA and a party to the Resolutions or the Sections of Resolutions set out in those documents.
 - 4.4 The amounts for participation in CASS-Import (country) shall be those set from time to time by the ISS Management and in accordance with the pricing schedule communicated and published by the ISS Management.
 - 4.5 The joining fee and non-IATA air carrier annual fee amounts shall be payable in their entirety upon the acceptance of the present application by the Agency Administrator. The level of amounts for subsequent calendar years shall be those set from time to time by ISS Management, after consideration of the operating expenses of the CASS, and shall be payable at the beginning of each calendar year. Other annual charges amounts shall be payable according to a payment schedule established by CASS-Import (*Insert Country*).
 - 4.6 The conditions of the Airline's participation in the CASS-Import may be amended by the Cargo Agency Conference from time to time upon serving the Airline notice, in writing, reasonably in advance of the effectiveness of such amendment.
 - 4.7 The Airline's participation in the CASS-Import shall continue until either:
 - 4.7.1 The Airline has (through the Agency Administrator) given **thirteen** calendar months' advance notice in writing to the Settlement Office of withdrawal from the General Settlement Office Agreement and such notice has become effective in accordance with the terms of the said Agreement; or
 - 4.7.2 The Agency Administrator, acting on the authority of at least two-thirds of those Members of IATA participating in the CASS-Import, has given to the GHA three calendar months' advance notice in writing of termination of the GHA's participation in CASS-Import. In the event the Agency Administrator gives such notice, he shall at the same time notify the Settlement Office of termination of the GHA's participation in the Settlement Office Agreement; thereafter the GHA shall cease to be a party to that Agreement three calendar months from the date of the said notice.

5. The Airline undertakes to indemnify IATA, its officers and employees against any liability (including liability for legal costs) for any action taken or omitted in good faith in the performance of their functions with respect to the CASS Import under [Resolution 853](#) and its Attachment.
6. This Application may be accepted, and will then become a contract binding the parties, upon counter signature by the Agency Administrator of the enclosed duplicate copy to be returned to the Airline at the address given above.

To be completed by the Airline:

Signature:

Name:

Title:

Date:

Accepted for and on behalf of IATA Cargo Accounts Settlement System by the Agency Administrator

Signature:

Name:

Title:

Date:

Note:

1) This document must be signed at the Airline’s Head Office, by the President, Chief Executive Officer, Chief Financial Officer, Director General, or other duly authorized representative as evidenced by the corporate constitutional documents, resolution or power of attorney.

RESOLUTION 853

Appendix 'F' All Areas except the EACP

FORM OF APPLICATION AND CONCURRENCE

To be completed by a Ground Handling Agent (GHA)
or a General Sales and Service Agent (GSSA)

TO:

Agency Administrator
International Air Transport Association
33, Route de l'Aéroport
1215 Geneva 15 Airport
Switzerland

1. Name of GHA:
Address:
.....
2. The GHA provides cargo handling services to Air Carriers who operate services to and from/within (country or area of the CASS-Import & Terminal Charges). The Airlines represented are listed in the CASS tool.
- 2.1 The GHA may from time to time advise the Agency Administrator that the name of an airline is to be added or deleted from the list in the CASS tool, by submitting the "Form of Authorisation" (*attached*).
3. The GHA acknowledges that it has received *inter alia* copies of the following documents and IATA Resolutions, together with such explanation of their contents as it requires:
 - IATA Resolution 600d, Air Waybill–Part Consignment procedures
 - IATA [Resolution 853](#), Cargo Accounts Settlement System and its Attachment, CASS Technical Specifications Handbook
 - The ISS Service Provisions Manual Cargo
 - The Local Customer Services Manual–CASS (Import) & Terminal Charges
 - IATA [Resolution 893](#), Disclosing another Member's Position taken at an IATA Meeting;
4. The GHA hereby applies to participate in CASS-Import (*country*) (hereinafter called "the CASS") on the following terms and conditions:
 - 4.1 The GHA authorises the Agency Administrator to give notice to the Settlement Office that the name of the Ground Handling Company is to be added to the list of Delivering Companies in the CASS tool;
 - 4.2 The GHA shall become Billing Participant with effect from the date when it becomes a party to the Settlement Office Agreement in accordance with the terms of that Agreement;
 - 4.3 Except as otherwise provided in Subparagraph 4.6.3, the GHA shall adhere to the procedures laid down in the relevant Resolutions and their attachments and in the Local CASS-Import & Terminal Charges Customer Manual as if it were a "carrier" in general, and as a "Billing Participant", and therefore shall be bound by the same conditions and obligations as the other Carriers of which the following are particularly brought to notice.
 - 4.3.1 The GHA shall observe and be bound by the provisions of the documents listed in [Paragraph 3](#) hereof, as well as subsequent additions, deletions or amendments thereto, as though the GHA were an Airline Member of IATA and a party to the Resolutions or the Sections of Resolutions set out in those documents;
 - 4.4 The amounts for participation in CASS-Import & Terminal Charges (*country*) shall be those set from time to time by the ISS Management and in accordance with the pricing schedule communicated and published by the ISS Management.

Ground Handling Agent participation joining fee and annual fee amounts shall be payable in their entirety upon the acceptance of the present application by the Agency Administrator. The level of amounts for subsequent calendar years shall be those set from time to time by ISS Management, after consideration of the operating expenses of the CASS-Import & Terminal Charges, and shall be payable at the beginning of each calendar year. Other annual charges amounts shall be payable according to a payment schedule established by CASS-Import & Terminal Charges (*country*).
 - 4.5 The conditions of the GHA's participation in the CASS-Import & Terminal Charges may be amended by the Cargo Agency Conference from time to time upon serving the GHA notice, in writing, reasonably in advance of the effectiveness of such amendment.

- 4.6 The GHA's participation in the CASS-Import & Terminal Charges shall cease:
 - 4.6.1 Only when the GHA or the GSSA has given three months' advance notice, in writing, to the Settlement Office (through the Agency Administrator) of withdrawal from the Settlement Office Agreement and such notice has become effective in accordance with the terms of the said Agreement;
 - 4.6.2 The Agency Administrator has given to the GHA or the GSSA three calendar months' advance notice. In the event the Agency Administrator gives such notice, he shall at the same time give notice to the Settlement Office of termination of the Airline's participation in the General Settlement Office Agreement; therefore the Airline shall cease to be a party to that Agreement three calendar months from the date of the said notice. In the case of non payment of IATA fees no notice period is required.
- 5. The GHA undertakes to indemnify IATA, its officers and employees against any liability (including liability for legal costs) for any action taken or omitted in good faith in the performance of their functions with respect to the CASS-Import under [Resolution 853](#) and its Attachment.
- 6. This Application may be accepted, and will then become a contract binding the parties, upon counter signature by the Agency Administrator of the enclosed duplicate copy to be returned to the GHA at the address given above.

To be completed by the GHA:

Signature:

Name:

Title:

Date:

Accepted for and on behalf of IATA Cargo Accounts Settlement System by the Agency Administrator

Signature:

Name:

Title:

Date:

Note:

1) This document must be signed at the GHA's Head Office, by the President, Chief Executive Officer, Chief Financial Officer, Director General, or other duly authorized representative as evidenced by the corporate constitutional documents, resolution or power of attorney.



RESOLUTION 853

Appendix 'F' EACP Area only

FORM OF APPLICATION AND CONCURRENCE
To be completed by a Ground Handling Agent (GHA)

TO:
Agency Administrator
International Air Transport Association
33 Route de l'Aéroport
1215 Geneva 15 Airport
Switzerland

- 1. Name of GHA:
Address:
2. The GHA provides cargo handling services to Air Carriers who operate services to and from/within (country or area of the CASS-Import). The Airlines represented are listed in the CASS tool.
2.1 The GHA may from time to time advise the Agency Administrator that the name of an airline is to be added or deleted from the list in the CASS tool.
3. The GHA acknowledges that it has received inter alia copies of the following documents and IATA Resolutions, together with such explanation of their contents as it requires:
- IATA Resolution 600d, Air Waybill—Part Consignment procedures
- IATA Resolution 853, Cargo Accounts Settlement System and its Attachment, CASS Technical Specifications Handbook
- The ISS Service Provisions Manual Cargo
- The Local Customer Services Manual—CASS (Import)
- IATA Resolution 893, Disclosing another Member's Position taken at an IATA Meeting;
4. The GHA hereby applies to participate in CASS-Import (country) (hereinafter called "the CASS") on the following terms and conditions:
4.1 The GHA authorises the Agency Administrator to give notice to the Settlement Office that the name of the Ground Handling Company is to be added to the list of Delivering Companies in the CASS tool;
4.2 The GHA shall become a Billing Participant with effect from the date when it becomes a party to the Settlement Office Agreement in accordance with the terms of that Agreement;
4.3 Except as otherwise provided in Subparagraph 4.6.3, the GHA shall adhere to the procedures laid down in the relevant Resolutions and their attachments and in the Local CASS-Import Customer Manual as if it were a "carrier" in general, and as a "Billing Participant", and therefore shall be bound by the same conditions and obligations as the other Carriers of which the following are particularly brought to notice.
4.3.1 The GHA shall observe and be bound by the provisions of the documents listed in Paragraph 3 hereof, as well as subsequent additions, deletions or amendments thereto, as though the GHA were an Airline Member of IATA and a party to the Resolutions or the Sections of Resolutions set out in those documents;
4.4 The amounts for participation in CASS-Import (country) shall be those set from time to time by the ISS Management and in accordance with the pricing schedule communicated and published by the ISS Management. Delivering Company participation joining fee and GHA Annual fee amounts shall be payable in their entirety upon the acceptance of the present application by the Agency Administrator. The level of amounts for subsequent calendar years shall be those set from time to time by ISS Management, after consideration of the operating expenses of the CASS-Import, and shall be payable at the beginning of each calendar year. Other annual charges amounts shall be payable according to a payment schedule established by CASS-Import (country).
4.5 The conditions of the GHA's participation in the CASS-Import may be amended by the Cargo Agency Conference from time to time upon serving the GHA notice, in writing, reasonably in advance of the effectiveness of such amendment.
4.6 The GHA's participation in the CASS-Import shall cease:
4.6.1 Only when the GHA has given thirteen months' advance notice, in writing, to the Settlement Office (through the Agency Administrator) of withdrawal from the Settlement Office Agreement and such notice has become effective in accordance with the terms of the said Agreement;

- 4.6.2 The Agency Administrator, acting on the authority of at least two-thirds of those Members of IATA participating in the CASS-Import, has given to the GHA three calendar months' advance notice in writing of termination of the GHA's participation in CASS-Import. In the event the Agency Administrator gives such notice, he shall at the same time notify the Settlement Office of termination of the GHA's participation in the Settlement Office Agreement; thereafter the GHA shall cease to be a party to that Agreement three calendar months from the date of the said notice.
- 5. The GHA undertakes to indemnify IATA, its officers and employees against any liability (including liability for legal costs) for any action taken or omitted in good faith in the performance of their functions with respect to the CASS Import under [Resolution 853](#) and its Attachment.
- 6. This Application may be accepted, and will then become a contract binding the parties, upon counter signature by the Agency Administrator of the enclosed duplicate copy to be returned to the GHA at the address given above.

To be completed by the GSA:

Signature:

Name:

Title:

Date:

Accepted for and on behalf of IATA Cargo Accounts Settlement System by the Agency Administrator

Signature:

Name:

Title:

Date:

Note:

- 1) When submitting this form, the GHA is to attach a copy of a current timetable for carriers listed in the first schedule.

Note:

1) This document must be signed at the GHA's Head Office, by the President, Chief Executive Officer, Chief Financial Officer, Director General, or other duly authorized representative as evidenced by the corporate constitutional documents, resolution or power of attorney.

RESOLUTION 853

Appendix 'G'

LOCAL CUSTOMER SERVICES MANUAL—CASS-IMPORT & TERMINAL CHARGES CONTENTS

The contents of the Manual shall cover the following items in the sequence indicated below:

- Table of Contents
 - List of Billing Participants
 - Glossary
 - Outline of the CASS
 - Local Service Provisions and Codes of Conduct
 - Administrative Forms and Procedures
 - IBI Completion
 - Billing and Remittance Schedules
 - Output Documentation
 - Settlement Procedures
 - Notification of Changes
 - CASS Management Contacts
-

RESOLUTION 881

REDUCED FARES FOR CARGO AGENTS

CAC1(48)881 (except USA) Expiry: Indefinite
(amended) Type: A
CAC2(48)881 (amended)
CAC3(48)881 (amended)

RESOLVED that, for the purpose of enhancing the professional ability and capacity of IATA Cargo Agents (hereinafter 'Agents') to generate, promote and sell international air cargo transportation, or to handle and prepare consignments 'ready for carriage' in accordance with applicable Resolutions, Members may, at their option, subject to the conditions contained in this Resolution, and subject to the issuing Member's policy, procedures and priorities with regard to reduced fare transportation, grant such Agents international air passenger transportation at a discount.

1. AGENT ELIGIBILITY

an Agent may qualify for reduced fare transportation under this Resolution provided all the following minimum eligibility requirements are met:

1.1 At the time of application the Agent shall have been on the Agency List continuously for a period of not less than 12 months; and

1.2 At the time of application, through to the time of proposed travel, the Agent must not be under notice of default; or

1.3 At the time of application, through to the time of proposed travel, the Agent must not be under suspension.

2. ELIGIBILITY OF PERSON TRAVELLING

a reduced fare ticket may be issued under the provisions of this Resolution to the sole proprietor, partner, director and/or employee of an Agent when they meet all the following requirements; the person travelling must:

2.1 Have been in the service of the said Agent continuously and without interruption for not less than 12 months immediately prior to the date of the Application; provided that a period of not less than three months' service with the Agent shall suffice where such person was in the service of another IATA Cargo Agent not more than 60 calendar days before commencing his/her present employment, was eligible under this Resolution and this is so certified in writing by the IATA Cargo Agent making the application; and

2.2 Devote in a full-time capacity all or substantially all of his/her time directly to the promotion and sale of air cargo transportation or arranging consignments ready for carriage, or the control, in a management capacity, of

accounting matters relating to air cargo transportation on behalf of the Agent; and

2.3 Be salaried and/or paid on a commission basis and be shown on appropriate disbursement records of the Agent; and

2.4 In the case where such person's full-time employment is not the Agent's country of registration, work hours not less than those normal for other eligible staff of such Agent, have no other gainful employment and be carried regularly and in good faith on the payroll or other relevant disbursement records of the Agent in its country of registration.

3. SUBORDINATES OF ELIGIBLE PERSONS

the eligibility of a person shall not in itself render eligible such person's subordinates who shall be eligible only if they meet all the applicable requirements of this Resolution.

4. FARE REDUCTION FOR SPOUSE

the spouse of a person travelling under the provisions of this Resolution may also be granted reduced fare transportation provided that:

4.1 The couple travel together from the point of origin to the point of destination in case of one way trips, or to the point of turnaround in case of round trips, or to the highest rated point in case of circle trips;

4.2 The discount granted is not greater than 50% of the applicable fare; provided that the discount shall only be applied to fares on which the discount for Agents provided for in this Resolution also applies;

4.3 Under this Paragraph no spouse shall receive more than one reduced fare ticket per calendar year from any one Member;

4.4 Such ticket shall not be deducted from the Agent's annual allotment described in [Paragraph 5](#) of this Resolution;

4.5 Nothing herein shall preclude a spouse who is independently eligible for reduced fare transportation under the provisions of [Paragraph 2](#) of this Resolution from applying and travelling in accordance with the provisions of this Paragraph.

5. ANNUAL ALLOTMENT AND DISCOUNT

the discounts specified in this Paragraph shall apply to the air fare for the class of service used but may not be applied to special inclusive tour basing fares, provided that when the charge for air transportation consists of a fare and a weekend surcharge, stopover surcharge or peak surcharge, the discount shall be based on the fare and such surcharge but shall not be applied to any other surcharge or charge such as a sleeper surcharge or excess baggage charge.

5.1 An allotment of not more than two tickets for one way, round or circle trip transportation in respect of each Agent registered for a specific country may be granted by each Member per calendar year at a discount not in excess of 75% of the applicable fare;

5.2 Where the total international sales eligible for commission of an IATA Cargo Agent exceed the average international sales eligible for remuneration for all Agents in the country of registration, pursuant to [Subparagraph 6.1](#) of this Resolution, additional tickets for such Agent at a discount of 75% of the applicable fare as provided in [Subparagraph 5.1](#) of this Paragraph may be issued per calendar year, up to a maximum of 40 tickets, as follows:

for each 100% increment of sales eligible for commission or part thereof over and above the average—two additional tickets;

5.3 An allotment of not more than 20 discounted tickets for one way, round or circle trips, for each Agent registered for a specific country may be granted by each Member per calendar year, at a discount not in excess of 50% of the normal fare.

6. DETERMINATION OF AVERAGE SALES

6.1/6.1.1 The Agency Administrator shall determine the average sales eligible for commission for each country based on written reports submitted by the ISS Management in CASS countries, or by each Agent in other countries, of each Agent's total sales of international air cargo transportation eligible for commission. The ISS Management shall compile the sales reports taking into account the transactions processed through the CASS and reports solicited from Members not participating in the CASS setting out the total amounts of sales made by their Agents on their behalf. In so doing, the Agency Administrator shall use only written reports covering sales for a full calendar year,

6.1.2 If the average sales eligible for commission for a country exceed USD 1,500,000 for determining entitlement to additional tickets under [Subparagraph 5.2](#) of this Resolution, USD 1,500,000 will be deemed to be the average,

6.1.3 Notwithstanding the fact the written report of an Agent registered in the course of a year shall not be used to determine the average sales for a country, the report shall be used to determine whether the Agent is entitled to additional tickets;

6.2 The Agency Administrator shall determine for each Agent any additional allocation to which it may be entitled under the provisions of [Subparagraph 5.2](#) of this Resolution;

6.3 Each Agent's total sales, as reported by the CASS office of that country, and the number of such additional tickets, if any, shall be circulated to Members by the Agency Administrator not later than 1 December of each year for use during the following year. In case of non-CASS countries where the Agent's total sales are

reported individually by each Agent concerned, only the number of such additional tickets and not the Agent's total sales figure shall be circulated to Members by the Agency Administrator not later than 1 December of each year for use during the following year, e.g. the written reports of Agents' sales eligible for commission for 2005 shall be used as a basis for determining additional allocations during the calendar year 2007;

6.4 All information provided by the Agency Administration to a Member pursuant to the preceding paragraphs shall be treated by the Member as confidential information. Members shall not disclose such information to any third parties and such information shall be used by the Member solely for the purpose of determining the number of reduced fare tickets to which an Agent is entitled;

6.5 The Director General, the Agency Administrator, the Agency Commissioner and the ISS Management, in performing any action pursuant to [Resolution 881](#) and to any other applicable Resolutions, act not as principals but as agents for the Members concerned. Members appointing Agents undertake to indemnify IATA, its officers, employees and other appointees against any liability (including liability for legal costs) for any action taken or omitted in good faith in the performance of their functions under [Resolution 881](#). Any Member which fails to respect the provisions of [Paragraph 6.4](#) shall indemnify and hold IATA and any other Members harmless from any and all claims or damages resulting from such action.

7. FAILURE TO SUBMIT SALES REPORTS

an Agent who fails to submit by 1 March the written report of his total sales of international air cargo transportation eligible for commission for the preceding calendar year shall not be entitled to any reduced fare international air passenger transportation under the provisions of this Resolution, for the following year.

8. TRIP AUTHORISATIONS

8.1 Upon individual request from an Agent registered in a specific country, the Agency Administrator shall furnish such Agent with numbered Trip Authorisations in the quantity required for reduced fare transportation pursuant to [Subparagraph 5.2](#) of this Resolution, to be submitted by the Agent to the Member issuing the ticket. Such Trip Authorisations shall specify the calendar year within which they are valid, shall bear the name, address and numeric code of the Agent for which issued and subject to [Paragraph 12](#) of this Resolution, may be used for interline transportation;

8.2 A lost Trip Authorisation will not be reissued or replaced by the Agency Administrator, except that a stolen or destroyed Trip Authorisation may be replaced by the Agency Administrator at the request of an Agent on receipt of evidence to the satisfaction of the Agency Administrator that a theft, fire or disaster which caused loss or destruction of the Trip Authorisation had occurred. Should any of the replaced Trip Authorisations be

retrieved, these must be returned to the Agency Administrator by registered post;

8.3 The Agency Administrator shall notify all Members of the serial number of any Trip Authorisation(s) replaced in accordance with [Subparagraph 8.2](#) of this Paragraph;

8.4 If usage of Trip Authorisations listed in [Subparagraph 8.3](#) of this Paragraph is discovered by a Member, such Member shall report this fact to the Agency Administrator for appropriate action.

9. APPLICATION FORM AND PROCEDURE

when applying for reduced fare transportation as provided for in this Resolution the responsible official of the Agent shall fully complete and sign the Application Form prescribed in [Attachment 'A'](#) to this Resolution and submit it, in advance of the commencement of travel, to each air carrier participating in the itinerary. Where applicable, the application submitted to the first participating carrier in the itinerary shall be accompanied by the Trip Authorisation issued by the Agency Administrator. Each air carrier participating in the itinerary shall be responsible for granting approval and for the arrangements for issuance of their own Traffic Documents on their own services and on the services of another air carrier, if applicable. In the latter instance the Agent, if so required by the ticketing member shall obtain and submit to the ticketing Member the written concurrence of all other air carriers participating in the itinerary.

10. ACCEPTANCE PROCEDURE

10.1 The Member receiving the application need not accept it for processing;

10.2 The Member receiving the Application shall not grant the reduced fare transportation if it knows that the eligibility requirement or other requirements have not been met or if the Application is incomplete;

10.3 The reduced fare transportation may be granted whether or not there is an IATA Cargo Agency Agreement between each Member participating in the carriage and the Agent; provided that such an Agreement exists between the Member issuing the ticket or such Member's General Sales Agent which is an IATA Member, and the Agent.

11. NON-ACCEPTANCE OR WITHDRAWAL OF APPLICATION

if the Member does not accept an Application or if the Agent withdraws the Application, or on its own volition cancels the travel covered by the ticket with no part having been used, the Trip Authorisation, if any, submitted in support of the Application shall be returned to the Agent. Where a Trip Authorisation to be returned has been mutilated or defaced by the Member in handling, it shall be forwarded by the Member to the Agency Administrator who shall replace it. Where the Agent returns a totally unused reduced fare ticket issued

pursuant to [Subparagraph 5.1](#) of this Resolution such ticket shall be reinstated to the Agent's allotment with the Members concerned.

12. INTENTIONALLY OMITTED

13. TICKET VALIDITY

13.1 The ticket must be issued in the calendar year of the Application; and

13.2 In no case shall the ticket validity be more than three months from the date of issue.

14. TICKET ALLOTMENT DEDUCTIONS BY MEMBER

14.1 With respect to reduced fare transportation pursuant to [Subparagraphs 5.1](#) and [5.3](#) of this Resolution a charge shall be made against the Agent's total allotment of reduced fare tickets by each participating Member; provided that where a reduced fare ticket is issued in whole, or in part over a line which is operated in pool, the deduction pertaining to the pool sector shall be made by the pool partner Member issuing the ticket, whether or not that Member operates the actual pool services used; furthermore, where travel is on an interchange service under which the aircraft of one Member operate a through service from points on its routes to points on another Member's routes, under charter to such other Member, the deduction shall be made only by the Member operating the flight when the person travels exclusively on the interchange service;

14.2 An all-cargo active Member shall be entitled to arrange discounted tickets for travel between points served by such Member for each of its Agents as provided in [Paragraphs 4](#) and [5](#) of this Resolution, over the lines of other Members, subject to all the provisions of this Resolution, except that:

14.2.1 Any such discounted tickets, shall not be deducted from the Agent's allotment with the carrying Member as provided in [Subparagraph 14.1](#) of this Paragraph, but from the Agent's allotment with the all-cargo active Member,

14.2.2 Notwithstanding the provisions of [Subparagraph 10.3](#) of this Resolution there need not exist an IATA Cargo Agency Agreement between the Member which issues the ticket and the Agent as long as such an Agreement exists between the all-cargo active Member and the Agent;

14.3 An Agent shall not be allowed to reimburse a Member for any reduced fare ticket issued and used for the purpose of reinstating any of its annual allotment for other reduced fare transportation;

14.4 Reduced fare transportation performed by a Member as a consequence of involuntary rerouting shall remain deducted from the Agent's allotment with Member(s) participating in the original routing and not be

deducted from the Agent's allotment with the Member(s) over which the rerouting occurs;

14.5 No commission shall be paid on the reduced fare transportation provided under this Resolution.

15. BILLING

except as provided in [Paragraph 16](#) of this Resolution, billing shall be effected not later than 30 days after the date of commencement of travel. The Agent must, within 15 days of billing, pay to the issuing Member the remittance due. If the Agent does not remit within such 15-day period, the delinquency and/or default procedures, otherwise applicable to the Agent under the provisions of [Resolution 801r](#), Reporting and Remittance Procedures, shall apply.

16. BILLING WHERE ISSUANCE PRECEDES CONCURRENCE OF PARTICIPATING AIR CARRIERS

notwithstanding the provisions of [Paragraph 12](#) of this Resolution, it shall be permissible for a Member, where one or more participating carriers' concurrences have been requested but have not been received prior to departure date, to issue the ticket, subject to the following conditions:

16.1 The ticket is issued not earlier than ten days after the Application for the reduced fare transportation has been received and the Agent gives a written guarantee he will pay, within 15 days of billing by the issuing Member, the full applicable fare for each sector for which a concurrence has been rejected; the Member must render such billing within 30 days of the date of receipt of any such rejection;

16.2 The Agent must, within 15 days of billing date, pay to the issuing Member the remittance due. If the Agent does not remit within such 15-day period the delinquency and/or default procedures, otherwise applicable to the Agent under the provisions of [Resolution 801r](#), Reporting and Remittance Procedures, shall apply.

17. CHANGE IN ELIGIBILITY

if at any time prior to commencement of travel there is a change affecting the eligibility of the Agent or of the person on whose behalf the Application for reduced fare transportation is made (e.g. the Agent comes under notice of default, is suspended or the person leaves the employ of the Agent), the Agent shall immediately so notify the Member whose ticket is issued and shall immediately return the ticket to that Member. The travel approval granted by the Member shall no longer be valid; provided that the Member shall be responsible for cancelling the reduced fare transportation only if it knows or reasonably should have known of the changed eligibility. Whenever the provisions of this Paragraph are applied, the retrieved reduced fare ticket shall be reinstated to the Agent's allotment with the Member(s) concerned and where applicable the Trip Authorisation should be returned by the issuing Member to the Agency

Administrator for replacement. The issuing Member shall notify concurring Members accordingly.

18. RETROACTIVE APPLICATION

notwithstanding the application in advance requirement in [Paragraph 9](#) of this Resolution it shall be permissible for a Member to accept an Agent's retroactive Application where there were exceptional and compelling reasons why the Agent was unable to submit an Application in advance; such retroactive acceptance may be granted if an Application is submitted not later than three months after date of purchase of the full fare ticket, in which case it must be deducted from the annual allotment of the year when the full fare ticket was issued or be supported by a Trip Authorisation valid for the year in which the full fare ticket was issued provided that:

18.1 The Agent is in all other respects eligible for such reduction;

18.2 The Member accepting such retroactive Application shall obtain from the Agent a letter explaining the exceptional and compelling reasons for such retroactive Application.

19. RECORDS

each Agent shall maintain, for a period of not less than two years from the date of Application, and hold immediately accessible, adequate records to substantiate the Agent's certification that a person named in any Application qualifies for reduced fare transportation. Such records shall be open to inspection by a Member to which an Application is made and shall include the following:

19.1 Payroll ledger and cancelled cheques, money orders or other proof of payment of salary, wages and/or commissions as well as all deductions for taxes and social security (or equivalent) in the case of an employee eligible as defined in this Resolution;

19.2 Cash disbursement books and cancelled cheques, money orders or other proof of payment of salary or other remuneration for services rendered, made in the case of a sole proprietor, partner and/or director, eligible as defined in this Resolution;

19.3 Service agreements, contracts, time sheets or other documentary proof of the degree of service required from each sole proprietor, partner, director and/or employee to whom payment of remuneration is shown pursuant to [Subparagraphs 19.1](#) and [19.2](#) of this Paragraph;

19.4 Copies of all Applications accepted by the Member to which the Application was made.

20. LIABILITY FOR ACCURACY OF APPLICATIONS

the Agent shall be solely responsible for the accuracy of each and every Application. Notwithstanding any action taken pursuant to the provisions of the Cargo Agency Rules, in the event that an the Agency Administrator

determines that the Agent, in an Application for reduced fare transportation under the provisions of this Resolution, has made a material misrepresentation, the Agent shall be deemed to have forfeited all reduced fare transportation privileges available under the provisions of this Resolution for a period of two years. The Agency Administrator shall notify the Agent and all Members of such forfeiture which shall commence 30 days after the date of the Agency Administrator's notice. For purposes of this Paragraph, a material misrepresentation is any statement in or omission from an Application for reduced fare transportation which conveys or implies that the Agent, or the person on whose behalf the reduced fare transportation is requested, is eligible for the grant of such reduced fare transportation when in fact either the Agent or such person is not so eligible.

21. SURRENDER OF TRIP AUTHORISATIONS

whenever reduced fare travel privileges available in accordance with this Resolution to an Agent are suspended or terminated pursuant to this Resolution or the Cargo Agency Rules, the Agent shall surrender to the Agency Administrator all unused Trip Authorisations and shall account for all used Trip Authorisations. The Agency Administrator may designate a Member to recover such Trip Authorisations and effectuate such accounting. The Agency Administrator shall return such Trip Authorisations to the Agent when the reduced fare transportation privileges of the Agent are reinstated.

GOVERNMENT RESERVATIONS

CANADA

Nothing in [Resolution 203c \(now 881\)](#), or acceptance thereof shall be construed as limiting in any way the statutory power and duty of the National Transportation Agency of Canada to approve the issue of any and all free and reduced rate transportation by air carriers subject to the Agency's jurisdiction, and under such terms, conditions and forms as the Agency may direct, and that the issuing of such other free or reduced rate transportation shall not be deemed by the International Air Transport Association or any Member thereof to be contrary to any Resolution or Rule of the Association or to the provisions of any agreement to which such air carriers are party as Members of the Association. (10.6.76)

MEXICO

Nothing in [Resolution 203c \(now 881\)](#) will limit in any way the laws or the regulatory authority of the Secretary of Communications and Transport to issue one or more passes for air transportation.



CERTIFICATION TO MEMBER FOR SPOUSE TRAVEL

I hereby certify that the person named above and accompanying me on the travel applied for is my spouse. I am familiar with the restrictions governing our joint travel as outlined in [Paragraph 4](#) of Resolution 881. I have not received from you a reduced fare spouse's ticket during this calendar year.

Mr/Mrs:

(Signature of passenger named in Application)

RESOLUTION 883

REDUCED FARE TRANSPORTATION FOR CANDIDATES ATTENDING CERTAIN APPROVED IATA CARGO TRAINING COURSES OR EXAMINATIONS

CAC1(17)883 (except USA) Expiry: Indefinite
CAC2(20)883 Type: B
CAC3(20)883

RESOLVED that, for the purposes of permitting a candidate registered for an IATA approved, formally organised vocational training course in basic cargo training or in Dangerous Goods Handling, conducted by IATA Agency Training Services, to travel between such candidate's place of employment and the training centre, either to undergo training or to take the relevant IATA examination, Members may, subject to the provisions of this Resolution, grant such candidate international air transportation at a discount not in excess of 75% of the applicable fare.

1. the said transportation shall be granted only to a candidate who has been employed by an IATA Cargo Agent for not less than three consecutive months prior to the date of commencement of travel and further, the Agent with whom the candidate is employed shall have been an IATA Cargo Agent for at least 12 months prior to the date of commencement of travel; provided that only IATA Cargo Agents who are not under notice of default at the time of departure shall be eligible.

2. if at any time prior to the commencement of travel there is a change affecting the eligibility of the Cargo Agent or the candidate (e.g. the Agent comes under notice of default or the candidate leaves the employ of the Agent) the Agent shall immediately so notify the Member to whom it shall also immediately return the ticket; provided that the Member shall be responsible for cancelling the reduced fare transportation only if it knows or reasonably should have known of the changed eligibility.

3. such transportation shall be granted by the Member against cash payment and surrender of a written authorisation issued by the Agency Administrator; provided that such authorisation shall show the name of the candidate, his/her student registration number and the dates of the training course or examination.

4. the outward portion of the journey must be commenced not earlier than two days before the date of commencement of the training course/examination as stated in the said authorisation and travel is to be completed within two days of the date of the completion of the training/examination; provided that no break of journey shall be allowed except at connecting points.

5. no commission or other remuneration shall be paid on reduced fare transportation provided hereunder.

6. upon receipt of written or telegraphic (or oral, if confirmed in writing) authority from all other participating Members, the Member to which the authorisation is surrendered shall issue the ticket to the candidate for the entire journey.

RESOLUTION 893

DISCLOSING ANOTHER MEMBER'S POSITION TAKEN AT AN IATA MEETING

CAC1(01)893
CAC2(01)893
CAC3(01)893

Expiry: Indefinite
Type: B

RESOLVED that, no Member shall disclose to anyone other than a Member or the IATA Secretariat the position taken by another Member at an IATA Meeting concerning cargo agency matters, with the effect of discrediting or detrimentally affecting the interest of such other Member.

GOVERNMENT RESERVATIONS

UNITED STATES

Order 80-4-174 issued 22 April 1980 approved [Resolution 817 \(now 893\)](#) subject to the following conditions:

- (a) that each IATA Member may, at its discretion, divulge its own vote or position taken at any IATA meeting; and
 - (b) that a vote tally be included in the minutes of IATA meetings filed with the Board and made available to the public.
-

GLOSSARY OF COMMONLY USED AIR TRAFFIC TERMS

ACCESSORIES, COMMODITY, in respect to specific commodity rates, means additional objects which are not essential to the normal use of a commodity or are not an integral component thereof, but are intended for use with the commodity.

AIRLINE includes the air carrier issuing the Air Waybill and all other air carriers that carry or undertake to carry the cargo under the Air Waybill or to perform any other services related to such air carriage.

AIRLINE, DELIVERING is the carrier who delivers the consignment to the consignee or his agent.

AIRLINE, FIRST means the participating airline over whose air routes the first section of carriage under the Air Waybill is undertaken or performed.

AIRLINE, ISSUING is the airline whose Air Waybill is issued.

AIRLINE, LAST means the participating airline over whose air routes the last section of carriage under the Air Waybill is undertaken or performed; or for the purposes of determining the responsibility for collecting charges collect and disbursement amounts, the airline which delivers the consignment to the consignee whether or not that airline has participated in the carriage.

AIRLINE, PARTICIPATING means an airline over whose air routes one or more sections of carriage under the Air Waybill is undertaken or performed.

AIRLINE, RECEIVING means a participating airline that receives the consignment from a transferring airline at a transfer point.

AIRLINE, TRANSFERRING means a participating airline that transfers the consignment to a receiving airline at a transfer point.

AIR WAYBILL, means the document made out by or on behalf of the shipper which evidences the contract between the shipper and carrier(s) for carriage of goods over routes of the carrier(s).

AIR WAYBILL, NEUTRAL is a standard Air Waybill without identification of issuing carrier in any form.

AIR WAYBILL, SUBSTITUTE means a temporary Air Waybill which contains only limited information because of the absence of the original Air Waybill, and is the document issued to cover the forwarding of cargo in the absence of the original Air Waybill.

ASSEMBLY, CARGO means the separate reception of parcels or packages and the holding of them for later dispatch as one consignment.

BAGGAGE, UNACCOMPANIED means baggage shipped as cargo.

BOOKING—see Reservation.

CARGO, which is equivalent to the term 'goods', means any property carried or to be carried in an aircraft, other than mail or other property carried under the terms of an international postal convention, baggage or property of the carrier; provided that baggage moving under an Air Waybill is cargo.

CARGO CHARGES CORRECTION ADVICE (CCA) means the document used for the notification of changes to the transportation charges and/or to other charges and/or the method of payment.

CARGO, TRANSFER means cargo arriving at a point by one carrier and continuing its journey therefrom by another carrier.

CARRIAGE, which is equivalent to the term 'transportation', means carriage of cargo by air, gratuitously or for hire.

CARRIAGE, INTERLINE means the carriage over the routes of two or more air carriers.

CARRIAGE, INTERNATIONAL means (except for the purpose of the Warsaw Convention) carriage in which, according to the contract of carriage, the place of departure and any place of landing are situated in more than one State. As used in this definition, the term 'State' includes all territory subject to the sovereignty, suzerainty, mandate, authority or trusteeship thereof.

CHARGE means an amount to be paid for carriage of cargo based on the applicable rate for such carriage; or an amount to be paid for special or incidental service in connection with such carriage.

CHARGE, MINIMUM means the minimum amount which applies for the transportation of the consignment.

CHARGE, VALUATION means a charge for carriage of goods, based on the declared value for carriage of such goods.

CHARGE, VOLUME means the charge for the carriage of goods based on the volume of such goods.

CHARGE, WEIGHT means the charge for carriage of goods based on the weights of such goods.

CHARGES COLLECT, which is equivalent to the term 'freight collect' or 'charges forward', means the charges entered on the Air Waybill for collection from the consignee.

CHARGES, COMBINATION OF means an amount which is obtained by combining two or more charges.

CHARGES, FORWARDING means charges paid or to be paid for preliminary surface or air transportation to the airport of departure by a surface or air transportation agency, not a carrier under the Air Waybill.

CHARGES, PREPAID means the charges entered on the Air Waybill for payment by the shipper.

CHARGES, REFORWARDING means charges paid or to be paid for subsequent surface or air transportation from

the airport of destination by a surface or air transportation agency, not a carrier under the Air Waybill.

COMBINATION, RATE OR CHARGE means the establishment of a rate or charge by addition of sectional rates or charges.

CONDITIONS OF CARRIAGE means the terms and conditions established by a carrier in respect to its carriage.

CONDITIONS OF CONTRACT means the terms and conditions shown on the Air Waybill.

CONNECTING CARRIER means a carrier to whose service the cargo is to be transferred for onward connecting transportation.

CONSIGNEE means the person whose name appears on the Air Waybill as the party to whom the goods are to be delivered by the carrier.

CONSIGNMENT, which is equivalent to the term 'shipment', means one or more pieces of goods accepted by the carrier from one shipper at one time and at one address, receipted for in one lot and moving on one Air Waybill to one consignee at one destination address.

CONSIGNMENT, MIXED means a consignment of different commodities, articles or goods, whether packed or tied together or contained in separate packages and for which different rating applies.

CONSIGNMENT NOTE, AIR—See Air Waybill.

CONSIGNOR, which is equivalent to the term 'shipper', means the person whose name appears on the Air Waybill as the party contracting with the carrier(s) for carriage of goods.

CONSOLIDATED CONSIGNMENT means a consignment of multi-packages which has been originated by more than one person each of whom has made an agreement for carriage by air with another person other than a scheduled air carrier.

CUSTOMS CLEARANCE AGENT means a customs broker or other agent of the consignee designated to perform customs clearance services for the consignee.

DAYS means full calendar days, including Sundays and legal holidays.

DECLARED VALUE FOR CARRIAGE means the value of goods declared to the carrier by the shipper for the purposes of determining charges or of establishing the limit of the carrier's liability for loss, damage or delay.

DEMURRAGE means a variable fee charged to carriers and/or customers for the use of carrier owned ULDs beyond the free time allotment.

DESTINATION means the ultimate stopping place according to the contract of carriage.

DISASSEMBLY, CARGO means the separation of one or more of the component parts of a consignment (from other parts of such consignment) for any purpose other

than that of presenting such part or parts to customs authorities at the specific request of such authorities.

EMBARGO means the refusal by an airline for a limited period, to accept for transportation over any route or segment thereof, and to or from any area, or point of connecting airline, any commodity, type or class of cargo duly tendered.

FLIGHT NUMBER means the designation of a flight.

FRENCH GOLD FRANCS means francs consisting of 651/2 milligrams of gold with fineness of nine hundred thousandths.

MISCELLANEOUS CHARGES ORDER (MCO) means a document issued by a carrier or its agent in conjunction with a Passenger Ticket and Baggage Check and which may be used only for payment of Baggages Shipped as Cargo.

PARTS, COMMODITY, in respect to specific commodity rates, means objects which are essential to the normal use of a commodity or are in an integral component thereof, but not including supplies.

PRORATE (here used as a noun) means a portion of a joint rate or charge obtained by proration.

PRORATION means division of a joint rate or charge between the carriers concerned on an agreed basis.

PRORATION, MILEAGE means proration on the basis of the respective local mileages.

PRORATION, RATE means proration on the basis of the respective local rates.

QUANTITY DISCOUNT means a percentage reduction of a rate based on quantity.

RATE means the amount charged by the carrier(s) for the carriage of a unit of goods and is the current rate which the carrier, in the publication it normally uses to publish rates, holds out to the public or the appropriate segment of the public, as being applicable for carriage of a unit of weight (or volume) and/or value of goods.

RATE, CLASS means a rate applicable to a specifically designated class of goods.

RATE, CONSTRUCTED means a rate, other than a specified rate.

RATE, GENERAL CARGO (GCR) means a rate for the carriage of cargo other than a class rate or specific commodity rate.

RATE, JOINT means a rate which applies for carriage over the lines of two or more carriers and which is published as a single amount.

RATE, LOCAL which is equivalent to the term 'On-line rate', means a rate which applies for carriage over the lines of a single carrier.

RATE, NORMAL means the specified general cargo rate without quantity discount.

RATE, PROPORTIONAL means a rate which is used in combination with other rates to establish a through rate.

RATE, PUBLISHED means a rate, the amount of which is specifically set forth in the publication the carrier normally uses to establish such rates.

RATE, QUANTITY means the unit rate which is lower than the normal rate and applies to shipments meeting specific weight requirements.

RATE, SECTIONAL means the rate established and used by a scheduled air carrier(s) (including any local or joint rate) for a section of a through route.

RATE, SPECIFIC COMMODITY (SCR) means a rate applicable to carriage of specifically designated commodities.

RATE, SPECIFIED means a rate specifically set forth in an IATA Cargo Tariff Coordinating Conference Resolution.

RATE, THROUGH means the total rate from point of departure to point of destination.

RATES, COMBINATION OF means an amount which is obtained by combining two or more rates.

REPORT, IRREGULARITY (IRP) means the document which is equivalent to the term Notice of Non-Delivery.

REROUTING is the route to be followed as altered from that originally specified in the Air Waybill.

RESERVATION, which is equivalent to the term 'booking', means the allotment in advance of space or weight capacity of goods.

ROUTE, THROUGH means the total route from point of departure to point of destination.

ROUTING is the route to be followed as originally specified in the Air Waybill.

RULES means the general terms and conditions of carriage.

SALE means the issuance or the completion of an Air Waybill or other transportation document.

SERVICE, DELIVERY means the carriage of inbound consignments from the airport of destination to the address of the consignee or that of his designated agent or to the custody of the appropriate Government agency when required.

SERVICE, PICKUP means the carriage of outbound consignments from the point of pickup to the airport of departure.

SHIPMENT—See Consignment.

SHIPPER—See Consignor.

SPECIAL DRAWING RIGHT (SDR), a reserve asset used as a unit of account, as defined by the International Monetary Fund (IMF).

TARIFF means the published rates, charges and related rules.

TRANSFER means movement of cargo from one carrier to another against a transfer manifest.

TRANSFER MANIFEST means the document executed by the transferring carrier upon transfer of interline cargo and endorsed by the receiving carrier as a receipt for the consignment transferred.

TRANSSHIPMENT means the unloading of cargo from one flight and loading on to another for on carriage.

TRANSIT means an en route stopping place where cargo remains on board.

TRANSPORTATION—see Carriage.

UNIT LOAD DEVICE (ULD) means aircraft container or pallet.

VALUABLE CARGO—definition is in accordance with [Resolution 012](#).



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IATA PUBLICATIONS OF PARTICULAR INTEREST TO CARGO AGENTS

AIRLINE CODING DIRECTORY

Who could imagine running an airline without using codes? Codes are essential for airline operations...and they have to be the correct ones. This publication is the official industry source for airline designators, location identifiers and three-digit airline numeric codes. The manual also includes ISO/IATA currency codes and lists contacts for: reservations department heads, control office addresses, emergency notification, ticketing time limits, minimum connecting time coordinators and airlines applying reconfirmation procedures. Published in English and available by annual subscription. Computer tapes are also available for Location Identifiers and Airline Codes.

AIR WAYBILL HANDBOOK

This is the official guide for the issuance of the air waybill. Prepared by an international group of airline experts, it explains in detail how each entry should be recorded on the air waybill. The examples contained in the Handbook assist the reader in understanding the most complicated rating and routing conditions and illustrate how the requirements are entered on the air waybill. Published annually in English only.

CARGO AGENT'S HANDBOOK

Sets out the Resolutions and other provisions which are of interest to IATA Cargo Agents in the exercise of their rights and obligations as registered Agents, and contains information of practical value in their day-to-day work. The Handbooks are published in English, French and Spanish.

CARGO CLAIMS AND LOSS PREVENTION HANDBOOK

For the Airlines as well as Cargo Agents/Intermediaries Cargo claims normally result in upset customers, additional costs and wastage of resources. Although Cargo Claims can not be totally eliminated, with proper handling of Claims the resultant loss and inconvenience can be substantially reduced. Packed with practical information, this new Handbook is a complete resource for Airlines, Forwarders and others who share an interest in cost-effective claims handling and loss prevention. The 2nd edition of this popular handbook will be published in October 2007.

CARGO INTERCHANGE MESSAGE PROCEDURES MANUAL (CARGO-IMP)

Cargo automation between airlines and with customs can only work efficiently if it is based on universally agreed formats and message procedures. Cargo-IMP is the official source for message specifications covering space allocation, air waybill information, flight manifest, accounting, status, discrepancy, embargo and proposed airline-custom systems. It also includes an encoding and decoding list of all approved codes and abbreviations including the location identifiers. Published annually in English only.

DANGEROUS GOODS REGULATIONS

Shipping dangerous goods by air has become a very important part of the air freight business. Because of the nature of these goods, however, special care must be taken not to harm passengers, staff and equipment. The IATA Dangerous Goods Regulations contain all provisions mandated by ICAO and all rules universally agreed by airlines to correctly package and safely transport dangerous goods by air. Published annually in English, French, German, Spanish, Japanese, Russian and Chinese.

LIVE ANIMALS REGULATIONS

The public at large is concerned about animal welfare. Airlines, shippers and intermediaries involved in the air transport of live animals have a vital interest in the animals reaching their final destination in good health. The IATA Live Animals Regulations describe the container to be used for carriage for each kind of animal and the precautionary measures to be taken during ground and air transportation. The Regulations also contain a comprehensive list of animals including those which are considered endangered species. The Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) and the Office International des Epizooties (OIE) have endorsed the IATA Regulations as guidelines for air transportation of animals. Published annually in English, French and Spanish.

PERISHABLE CARGO MANUAL

The IATA Perishable Cargo Manual is a reference guide for all parties involved in the packaging and handling of perishables for air transportation. It provides the producers and shippers with an insight of the packaging and preparation requirements that will help minimise damages and losses, and most important maintain the quality of products throughout the transportation chain. Published every two years in English only.

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Internet: Visit our site on the worldwide web at www.iata.org/whatwedo/cargo/Pages/index.aspx

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