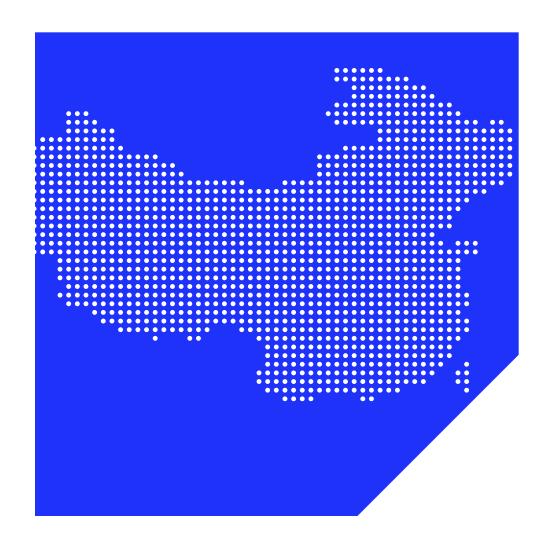
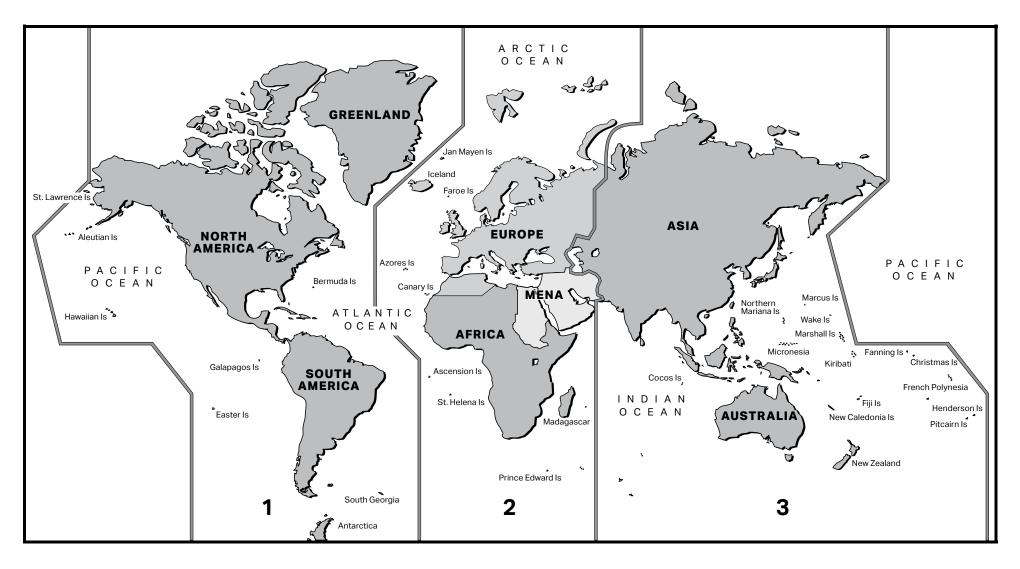
Edition 46





# 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

Edition 46



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# **FOREWORD**

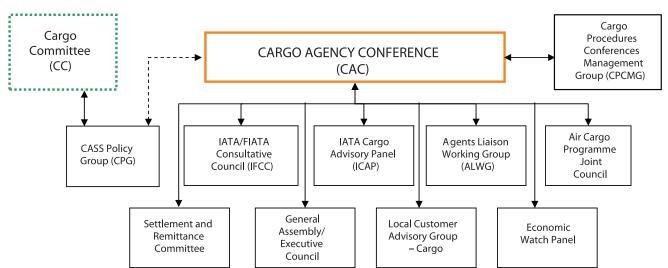
IATA publishes the Cargo Agent's Handbook to communicate to the airfreight community Cargo Conference decisions governing industry procedures as well as information on relevant industry regulatory developments. The handbook thus provides the texts of the basic rules and regulations governing the trading relationship between IATA Cargo Agents and appointing Member Airlines. It also contains informative articles on topics of professional interest to Cargo Agents.

# **Governance Structure**

The IATA Cargo Procedures Conferences consists of the Cargo Agency Conference (CAC) and the Cargo Services Conference (CSC). The governance structure of the IATA Cargo Procedures Conferences and their subgroups is illustrated in the following chart:

# **CAC Structure and sub-groups**

The Cargo Agency Programme regulates Member airlines' working relationships with their appointed sales agents. It provides agents with industry recognition of their financial and professional competence and give airlines a worlwide distribution network of approved agents to sell their products. The Cargo Agency Conference (CAC) works at strengthening industry capabilities, promoting industry reputation and enhancing commercial success for both airlines and agent participants.



**CARGO AGENCY CONFERENCE (CAC)** IATA's Cargo Agency Programme facilitates Member airlines' working relationships with their appointed sales agents and intermediaries. Affording benefits to both airlines and agents, the programme provides agents with industry recognition of their financial and professional competence and airlines with a worldwide distribution network of approved agents to distribute their product. The Cargo Agency Conference works at strengthening industry capabilities, promoting industry reputation and enhancing the commercial success for both airline, intermediary and agent participants.

**CARGO PROCEDURES CONFERENCES MANAGEMENT GROUP (CPCMG)** The CPCMG provides support and guidance in relation to the strategies determined by the Cargo Services Conference (CSC) and Cargo Agency Conference (CAC). It formulates cargo industry policies and monitors industry developments and priority issues and develops relevant industry solutions in response. The CPCMG also prioritises, assigns and monitors the activities of the various standing Conferences sub groups.



**CASS CONSULTATIVE COUNCIL (CCC)** is a local group to ensure full consultation between IATA and participating carriers with the national association(s) of cargo intermediaries (Forwarders and Agents), on the operation of the CASS-Export and CASS-Import. In particular, the CCC shall ensure that any enhancements or modifications to the CASS, which could affect the Intermediaries' interests, are discussed in advance with the local cargo-intermediaries' association whose members could be affected by the proposed changes.

**CASS POLICY GROUP (CPG)** The CASS Policy Group is responsible for providing policy direction and advice to IATA on CASS matters relating to its functional management and operation. The CPG provides a consultative forum for CASS between IATA and Member airlines. It formulates a global representation policy, develops a CASS country development plan, the CASS cost sharing formula and CASS pricing policy etc. The CPG consists of not more than 12 members appointed by the Cargo Committee (CC) based on written nominations submitted, for a period of two years. If a member misses two consecutive meetings of the CPG, his position on the Group is terminated.

IATA/FIATA CONSULTATIVE COUNCIL (IFCC) The IATA/FIATA Consultative Council (IFCC) was constituted to initiate, consider and make recommendations to the Cargo Agency Conference (CAC) and Cargo Services Conference (CSC) on issues affecting the Carrier/Agent relationship. The IFCC reviews all proposals, including those submitted by mail vote, made to the CAC to introduce new, or to amend existing, provisions of the Cargo Agency Rules. The IFCC's actions are expressed as recommendations.

AIR CARGO PROGRAMME JOINT COUNCILS IATA has established Air Cargo Programmes in certain areas/countries. These Air Cargo Programmes are collaborative in nature with airlines and cargo agents (referred to as intermediaries). They are supported by Joint Councils. A Joint Council is responsible for developing, managing and marketing an Air Cargo Programme. It determines the objective criteria pertaining to financial standing, standards of staff competence, experience and knowledge of air cargo products, suitability of premises, suitability of cargo handling & processing equipment and products and services, for registration of intermediaries in the applicable area/country. The Joint Council has representation from both airlines and intermediaries as outlined in the relevant Resolution. The IATA Head of Cargo and FIATA-AFI Chairman serve on the Joint Council as non-voting Members.

IATA CARGO ADVISORY PANEL (ICAP) An IATA Cargo Advisory Panel makes recommendations to the Cargo Agency Conference for establishment of local criteria pertaining to financial standing, personnel qualification, premises and equipment for registration and retention of Agents in a country. It consists of not more than nine representatives of appropriate seniority from sales organization of Member airlines having presence in that country. These representatives, each with expertise in the areas of cargo handling, sales and financial control, are selected by the Agency Administrator from the nominations received.

**SETTLEMENT AND REMITTANCE COMMITTEE** The Settlement & Remittance committee was established in the past to decide payment terms and frequency of payments to be received from accredited cargo agents/intermediaries. However, in 2019 its mandate has been transferred to the Cargo Agency Conference.

**GENERAL ASSEMBLY/EXECUTIVE COUNCIL** A Cargo General Assembly or A Cargo Executive Council is established in certain areas. Their functions & responsibilities are outlined in the applicable Resolutions.



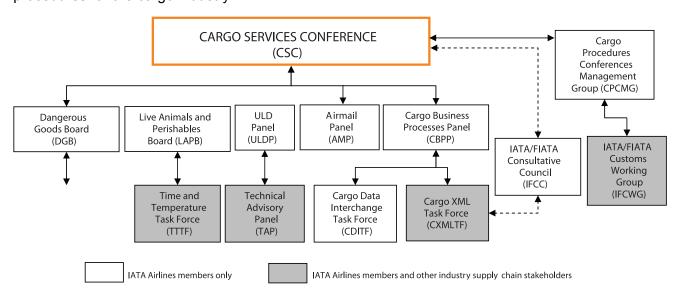
**ECONOMIC WATCH PANEL RESOLUTION** A permanent Economic Watch Panel is established in certain countries, which in consultation with the recognized national agents association, determines the economic and financial indicators and the degree of variation of these indicators which would require a reappraisal of the existing reporting/remitting frequencies and/or the remittance date applicable in the country concerned. An Economic Watch Panel consists of Member airlines' financial and commercial experts including a representative of the national carrier(s) and meets as and when necessary.

**LOCAL CUSTOMER ADVISORY GROUP-CARGO** A Local Customer Advisory Group is established by the Cargo Agency Conference wherever a CASS is in operation. Each LCAGC provides advice to IATA CASS Management on customer service issues and in particular, on establishing and addressing local needs. The LCAGC may provide advice on matters concerning the local operation of CASS and on the establishment of local CASS business requirements and enhancements, especially where differences from worldwide policy and standards are sought. They may also guide the local CASS Manager on market place activities, development opportunities and other local/area needs.

**Note:** For more information on CAC and its subgroups, please contact IATA Service Center via the customer portal www.iata.org/cs

# **CSC Structure and Sub Groups**

CSC is a permanent and autonomous body consisting of representatives from IATA Member Airlines. The CSC is responsible for the development and maintenance of standards and procedures for the cargo industry.



**CARGO SERVICES CONFERENCE (CSC)** The CSC establishes standards and takes action on matters relating to cargo services, including cargo handling, documentation, ULD technical specifications, EDI, dangerous goods regulations, live animals and perishable regulations. The Conference also presents the opportunity for discussion of new developments and agreements on how the air cargo industry should change and grow in a multilateral environment. The CSC meets on an annual basis during IATA's World Cargo Symposium event.

**CARGO PROCEDURES CONFERENCES MANAGEMENT GROUP (CPCMG)** The CPCMG provides support and guidance in relation to the strategies determined by the Cargo Services Conference (CSC) and Cargo Agency Conference (CAC). It formulates cargo industry policies and monitors industry developments and priority issues and develops relevant industry solutions in response. The CPCMG also prioritises, assigns and monitors the activities of the various standing Conferences sub groups.

**AIRMAIL PANEL (AMP)** The AMP develops and maintains procedures related to all aspects of airmail handling. As the Basic Airmail Conveyance Rate (BACR) is established by the Universal Postal Union (UPU), liaison with the UPU on issues pertaining to the carriage of mail by air is a key component of the AMP agenda. Panel members also actively participating in the IATA-UPU Contact Committee, reviewing airmail automation developments, formulating responses to enhanced security requirements and establishing standard handling procedures.

**CARGO BUSINESS PROCESSES PANEL (CBPP)** The CBPP develops and maintains industry standards for procedures, documentation and flow of information relating to the air cargo business. These may concern automation issues, air waybill layout, completion and issuance procedures and related topics. More recently, there has been a shift in emphasis towards the impact of automation in various areas: handling the cargo, its documentation and the information relating to its movement; and the interface between the airline and the forwarding agent and customs authorities.

**CARGO DATA INTERCHANGE TASK FORCE (CDITF)** The CDITF deals with the technical details of EDI message construction, particularly Cargo-IMP, the long-established airline message standard for EDI. The group is also responsible for maintaining the industry's EDIFACT-based EDI messages, Cargo-FACT. CDITF is responsible for the content of both the Cargo-IMP and Cargo-FACT Manuals.

**CARGO XML TASK FORCE (CXMLTF)** The objectives of the Cargo XML Task Force are to provide recommendations to the Cargo Business Processes Panel (CBPP) on XML requirements for transportation messages and on the maintenance of the standards as well as to oversee the technical development of these XML messages, which will be based as much as possible on existing messages (e.g. CIMP. IFTMIN) and international standards (i.e. UN/CEFACT Core Components and XML Naming and Design Rules).

**DANGEROUS GOODS BOARD (DGB)** The objective of the DGB is to promote the safe transport of dangerous goods by air. This is accomplished by establishing clear, concise and practical procedures for shippers, freight forwarders and airlines, which are published as the IATA Dangerous Goods Regulations (DGR). The DGR, which is based on the ICAO Technical Instructions, the legal text for air transport of dangerous goods, is applicable worldwide and includes operational requirements to facilitate the safe and expeditious transport of dangerous goods by air. The Board meets to consider and review new developments in the international regulatory arena. The Board discusses problems that arise in the carriage of dangerous goods and acts to modify or develop new regulations as appropriate.

**DANGEROUS GOODS TRAINING TASK FORCE (DGTTF)** The DGTTF reports to the Dangerous Goods Board (DGB) and meets twice a year to review all matters pertaining to dangerous goods training. It was established to review, amend and update the IATA Dangerous Goods Training Programme. The contents thereof are current and fully aligned with the IATA Dangerous Goods Regulations. Other tasks are to maintain and update the dangerous goods instructor's manual and to review third party dangerous goods training programmes submitted for endorsement by IATA.



LIVE ANIMALS & PERISHABLES BOARD (LAPB) The LAPB develops regulations for the acceptance, handling and loading of live animals in air transport. The regulations for shipping live animals are published in the IATA Live Animals Regulations (LAR), which is published annually in English, French, and Spanish. The LAPB also develops guidelines for shipping time and temperature sensitive goods, these include traditional perishables such as meat products, seafood, fruits, vegetables, plant products, cut flowers and goods from health care sector such as pharmaceuticals. The focus here is on adequate temperature management and efficient handling. The regulations are published in the IATA Perishable Cargo Regulations manual (PCR), which is updated annually. The LAPB has an Advisory body consisting of representatives from outside the traditional IATA membership in particular shippers associations or their agents and international governmental organizations. It also has an Animal Care Team comprising of individuals with expertise on particular types of animals, such as laboratory and zoo animals, for example but not limited thereto.

**TIME AND TEMPERATURE TASK FORCE (TTTF)** The TTTF was established to develop and maintain standards for the procedures, documentation, cargo handling, packaging and acceptance of goods from the healthcare sector in order to facilitate, improve or maintain the logistics thereof. The members of the TTTF are appointed by the LAPB, each being an expert in time and temperature sensitive cargo. More specifically, the task force will deliver a Quality Management System and a revision of Chapter 17th of the IATA Perishable Cargo Regulations (PCR) Manual. The Task Force meets in conjunction with the LAPB.

**ULD PANEL (ULDP)** The ULDP develops specifications, guidelines, recommendations and other technical material related to Unit Load Devices (ULDs). The Panel is responsible for developing and promulgating recommendations and guidelines concerning the manufacture, handling, maintenance and control of ULDs. The Panel studies the development and simplification of requirements of airworthiness certification of ULDs and aircraft restraint systems to remove barriers to the full use of ULDs. The Panel liaises with other industry groups such as SAE International, ISO, FAA, and other external organisations to provide guidance and assistance so that appropriate IATA standards are developed and implemented when needed. The Panel also ensures the commonality of parameters required for interlining ULDs and monitors the developments in aircraft containerisation requirements, including the allocation of ULD Type Code.

**ULDP TECHNICAL ADVISORY PANEL (TAP)** The TAP was established for industry to provide technical support in their area of expertise to the ULDP and its secretariat. It is tasked with representing the manufacturing industry's interests. The panel acts as advisors to the ULDP on related matters. Representatives are appointed by the ULDP from companies participating in the IATA Strategic Partnerships programme and invited government civil aviation authorities.

IATA/FIATA CONSULTATIVE COUNCIL (IFCC) The IFCC was constituted to initiate, consider and make recommendations to the Cargo Agency Conference (CAC) and Cargo Services Conference (CSC) on issues affecting the Carrier/Agent relationship. The IFCC review all proposals, including those submitted by mail vote, made to the CAC to introduce new, or to amend existing, provisions of the Cargo Agency Rules. The IFCC's actions are expressed as recommendations.

IATA/FIATA CUSTOMS WORKING GROUP (IFCWG) The role of the IATA/FIATA Customs Working Group (IFCWG) is to identify and understand Customs requirements that concern Carriers and Forwarders and that affect the Carrier/Forwarder relationship. The IFCWG provides procedural & operational responses to changes in Customs provisions on behalf of the air cargo industry and identifies & implements necessary changes in IATA procedures and/or standards to comply with legislated requirements.

Note: For more information on CSC and its sub-groups, please contact cargo@iata.org

It is important that the management and operational staff of every IATA Cargo Agent be familiar with the regulatory contents of this handbook. A free copy is sent to the head office of each Registered IATA Cargo Agent. Additional copies are available upon request.

This is the 46th edition of the Cargo Agent Handbook Resolution 807. The manual contains all Resolutions adopted by the Cargo Agency Conference in 2022 and 2023.

The following is a summary of those amendments:

# Resolution 801c - IATA/FIATA Consultative Council (IFCC)

 Amendments to address ambiguities and/or inconsistencies in procedures in conflict with the Provisions of the Conduct of Traffic Conferences.

# **Resolution 801r - Reporting and Remittance Procedures**

 Addition of a paragraph to clarify the respective timelines for an Agent/Intermediary to take action before it is served a notice of termination in case of default.

# **Resolution 807 - Cargo Agency Rules**

- Inclusion of a provision for a recognized course by the new CBTA Center Certification Program.
- Adoption of amendments to the Cargo Agency Rules-Section, Minimum Staff Requirements and for any 'non-DGR handler' provisions.
- Incorporation of provisions in the Cargo Agency Resolutions for Regulatory and Legal Compliance.

# Resolution 811f - Conduct of Reviews by Commissioner for CASS Associates

- Clarifications of the Commissioner reports to CAConf, when acting in this capacity.
- Amendment of paragraph 5 to reflect equal contributions by CASS Associates and CASS airlines to jointly fund the Commissioner's activities relative to CASS Associate reviews.

# Resolution 823 - Definitions of Terms Used in Cargo Agency Conference Resolutions

Inclusion of the definitions for "Remittance" and "Remittance Date".

# **Resolution 851 - Cargo Accounts Settlement System**

- Amendment of appendix 'D1' to include China CASS Domestic to the applicable Cargo Rules, Regulations, Provisions and IATA Resolutions.
- Update of Appendix 'D4' Attachment 'B' Table to include the updated local financial requirements for Ivory Coast CASS Associates.
- Update of Appendix 'D4' Attachment 'B' Table to include the updated local financial requirements for Tunisia CASS Associates.
- Update of Appendix 'D4' Attachment 'B' Table to reflect the application of global requirements for Czech Republic CASS Associates.
- Update of Appendix 'D4' Attachment 'B' Table to reflect the application of global requirements for Poland CASS Associates.

# **Resolution 853 - CASS-Import & Terminal Charges**

 Incorporation of provisions in the Cargo Agency Resolutions for Regulatory and Legal Compliance.



Some of the Resolutions included in this handbook have not been 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 granted. Thereafter, an appropriate declaration of effectiveness memorandum will be distributed to Cargo Agents.

**Note:** To meet the new requirements of Resolution 811d, Attachment 'A', which mandate the Cargo Agency Commissioner to maintain an information website, the reader's attention is drawn to that website: www.cargo-agency-commissioner.aero

Dialogue between IATA and the air cargo agency sector of the industry has been conducted on an international level for several years through a Consultative Council composed of representatives of members of IATA and FIATA (the International Federation of Freight Forwarders Associations). Those consultations have resulted in problems being solved, procedures being simplified and innovations being agreed by the Conference, as well as in communications being improved between allied branches of the same industry.

All Member airlines of IATA participate in its Trade Association activities and are accordingly bound by the Resolutions of the Cargo Agency Conference and the Cargo Services Conference. In this handbook, those resolutions are identified respectively by the initials 'CAC' or 'CSC' in the headline. Resolutions of the Tariff Co-ordinating Conferences (TCC) bind those Members having elected to participate in the TCC activities. They can be identified from the IATA membership list towards the end of the handbook.

Muhammad Albakri

Agency Administrator



# MECHANICS OF THE IATA CARGO AGENCY PROGRAMME

The insertion of a name on the IATA Cargo Agency List is the result of a careful system of vetting and monitoring, created by the IATA Airlines, in order that they may all have access to industry-accredited intermediaries of reliable. The overall framework within which that industry accreditation process takes place is known as the IATA Cargo Agency Programme.

The programme is contained essentially in a series of Resolutions, reproduced in this handbook, which have been adopted by the Cargo Agency Conference (CAConf) and revised in the light of operating experience. The CAConf consists of senior commercial managers nominated by IATA Member Airlines. In the normal run of things it meets every March, but special CAConf meetings can be called at any time to consider urgent matters.

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

For convenience sake, the airlines have divided the IATA world into three areas:

Area 1: the Americas:

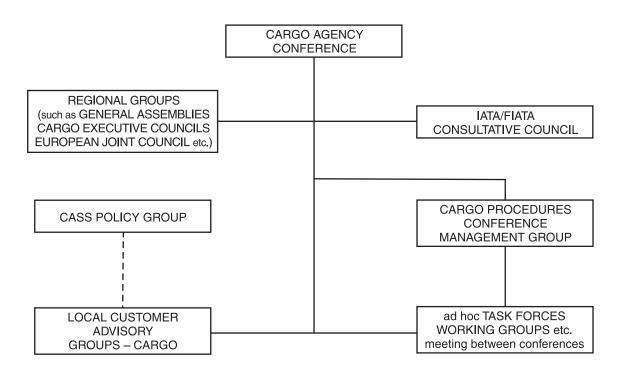
Area 2: Europe, Africa and the Middle East; Area 3: Asia East of Iran and Australasia.

The Agency Programme is similarly subdivided, with IATA offices in each area. Secretariat support for CAConf, regional programmes and other specialist groups serving CAConf is provided by IATA Distribution and Financial Services (IDFS), which thus constitutes a continuity factor for the Agency Programme.

The span of airline management resources involved in the operation of the IATA Cargo Agency Programme extends from head-office senior middle-management at the Conference, through senior regional management to district management involved in regional groups. In addition, a watching brief is kept by the airlines' top commercial managements through the activities of the Cargo Committee of IATA. Taking into account the important proportion of air cargo business which originates from the cargo agency sector of the industry, it may be readily understood why such an important segment of the airlines' management should concern itself with the IATA Agency Programme.

In parallel with the internal airline consultations associated with the above activities, there is a very important and growing programme of consultations with the air cargo agency sector of the industry. Those consultations are, for the most part, conducted with FIATA (the International Federation of Freight Forwarders Associations), the world representative body of air cargo agents. Additionally, there are specific regional consultations in some areas and, where circumstances so warrant, there are industry-wide consultations at national levels.

One prominent activity is the area of training, which over many years has successfully developed, implemented and administered professional training programmes for cargo agency personnel of a quality second to none in the industry. That activity is most adequately described elsewhere in this publication.





Equally prominent in its output and the nature of its work product is the IATA/FIATA Consultative Council which for several years has been the dialogue partner of the Cargo Agency Conference. In consequence, it has been influential in the modernizing and remoulding of the Cargo Agency Programme and has been the source of valuable practical advice in the development of the Cargo Accounts Settlement Systems.

The inter-relationship between these various bodies is as illustrated on the previous page.

An IATA Cargo Agent 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 Agent is situated;
- the Agent's national trade association which has access to FIATA;
- the IATA Industry and Distribution Financial Services Division, through its regional offices in Geneva, Montreal and Singapore.

Experience has shown that most difficulties may be readily resolved through the above channels; however, where the difficulty encountered raises an important point of principle, then the IATA/FIATA consultative machinery is equipped to analyse it in detail and to seek a CAConf solution. In this connection, the CAConf provisions envisage third party presentations to the Conference on matters on the agenda and within the CAConf's purview. Details of how such may be sought can be obtained from the Agency Administrator in Geneva.

# SEEKING REGISTRATION AS AN IATA CARGO AGENT/INTERMEDIARY

Cargo Agency Rules have been established in order to regulate the standards of business practice between the IATA registered Cargo Agent/Intermediary and Members. These rules set forth the rights and obligations of both parties and the procedures applicable to organizations seeking IATA Cargo Agency registration.

Any person or organization wishing to seek registration as an IATA Cargo Agent/Intermediary may do so by submitting an application in the form of written answers to a questionnaire. This questionnaire has been adopted by all airlines, and is part of the Cargo Agency Rules and is included later on in this handbook, or by visiting our website at URL <a href="http://www.iata.org/customer-portal/Pages/index.aspx">http://www.iata.org/customer-portal/Pages/index.aspx</a>

The qualifications required for the registration of an Agent/Intermediary are described in detail in these Rules. The essential requirements are:

- qualified and duly trained staff, particularly with regard to the acceptance/handling of Dangerous Goods;
- sound financial standing;
- suitable working premises and cargo handling facilities; and active promotion and sale of international air cargo transportation.

Concerning the qualifications of the staff, each applicant must have at least two persons who have completed a recent training course in applicable Dangerous Goods Regulations, as well as two persons (not necessarily the same) who have completed an industry introductory or basic training course. All courses offered by IATA Member Airlines, the IATA Training home study programmes, as well as certain Governmental Organizations, are accepted courses. A number of third-party training courses have also been approved and applicants should refer to the IATA Cargo Agency Administration for further information in this respect.

In addition, effective 1 October, 2004, all IATA Agent/ Inter-mediary owned branch locations where air cargo is made ready for carriage need to be registered, with each location required to employ a minimum of two full-time competent persons, qualified to provide prescribed services and handling functions. As well, a minimum one such competent person, who also holds certification with respect to Dangerous Goods Acceptance is to be present at all places where air cargo is made ready for carriage whenever such places are open for business.

Refinements to the above as well as other criteria may be applicable in certain countries or areas, as established by local IATA groups, in accordance with the Rules of any regional programme. These are notified to applicants in the countries concerned.

Each complete application is investigated to determine whether or not an applicant qualifies for registration. All Members have a 30-day period in which to file evidence with the Agency Administrator indicating why any application should not be approved.

A newly-registered IATA Cargo Agent/Intermediary executes a Cargo Agency Agreement after which Members may appoint the Agent/Intermediary to represent them in the country of registration.

### **PROGRAMME FEES**

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

#### China:

https://iata.my.salesforce.com/sfc/p/2000000008TF/a/5J000001gz08/CaEtNYSJsKkYbbPl8yTkTE4s72LA9lqeAqYiDmqbGoE

#### • Chinese Taipei:

https://iata.my.salesforce.com/sfc/p/2000000008TF/a/5J000001gz0l/8zjnxZpF\_Nsnyg17DKUAkkBIRvLMifGj21VWM4994V8

#### Hong Kong:

https://iata.my.salesforce.com/sfc/p/2000000008TF/a/5J000001gz0X/CrUSDsdiA\_15iCoznjFyYgWQVmc9jT72g2.wnD\_sd1U

#### Macau:

https://iata.my.salesforce.com/sfc/p/2000000008TF/a/5J000001gz0S/lhUpc6koA9QDdFzhg2OGgCbyicTexxg40YPQc.WTKss

# • Mongolia:

https://iata.my.salesforce.com/sfc/p/2000000008TF/a/5J000001gz0D/rHjKQdkFx0WcqhRyW5Rjk1nOfvVxkjpaH.Ro.Hm69RQ

# CRITERIA FOR REGISTRATION AND RETENTION

The criteria for registration and retention as an IATA Cargo Agent are set forth in Resolution 807, Attachment 'A', Section 1, Paragraphs 1.1 through 1.9. The key areas of consideration are:

#### I) Licence to Trade

The applicant shall possess appropriate official licences to operate as a Cargo Agent/Freight Forwarder in the Province or Municipality where it conducts its business.

# II) Promotion and Selling

These criteria are set out in Resolution 807, Attachment 'A', Section 1, Paragraph 1.1.

The applicant must have been engaged in the business of freight forwarding for at least 12 months.

# III) Minimum Staff Requirement

These requirements are set out in Resolution 807, Section 1, Paragraph 1.3

### IV) Insurance

The applicant must be adequately insured against public liability, burglary, theft, and fire. Its vehicles must also be adequately insured against third party risks.

# V) Financial Requirements

The applicant shall submit two sets of independently produced financial statements prepared in accordance with local accounting practices as specified in the Cargo General Assembly and published in the Cargo Agent's Handbook.

In addition, the applicant must provide the following documents:

- **a)** two authenticated Certificates of the Registered Capital issued by the Industry & Commercial Administration of the People's Republic of China. The minimum registered capital required is RMB 1.5 million;
- **b)** a bank guarantee of a minimum sum of RMB 300,000 or 5% of the average monthly prepaid sales generated by a Cargo Agent and all of its branch offices and/or warehouses which are licensed to carry on international business and listed in the IATA List of Cargo Agents, whichever is the higher;
- c) two sets of Sales reports on IATA Carriers for the past 12 months.



### IATA NUMERIC CODE

Upon accreditation of an Agent, the Agency Administrator shall assign a numeric code. 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 be terminated.

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. 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 assignee code and cause the Cargo Agency Commissioner to review the IATA Cargo Agent's IATA accreditation.

# FINANCIAL CRITERIA—CHINA

### MINIMUM CAPITAL

The registered capital shall not be less than RMB 1,500,000. If a sales agent establishes a branch office, an additional registered capital of RMB 500,000 shall be increased.

#### 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 an Agent 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 ≥ 130%;
- **c)** Liquid Ratio–(Current Assets–Inventory) divided by Current Liabilities ≥ 100%;
- **d)** Cash Ratio–Cash & Bank divided by Current Liabilities ≥ 30%:
- e) Assets Liabilities Ratio–Total Liabilities divided by Total Assets ≤ 65%; and
- f) Cash Flow Statement–also be considered satisfactory.

# **FINANCIAL GUARANTEE**

A Bank Guarantee of a minimum sum of RMB 2,000,000 or 100% of the average monthly prepaid sales generated by a Cargo Agent, whichever is the higher. If a Cargo Agent establishes a branch office, an additional bank guarantee shall be provided for a minimum sum of RMB 2,000,000 or 100% of the average monthly prepaid sales generated base on each branch office, which ever is higher.

# CRITERIA FOR REGISTRATION AND RETENTION

The criteria for registration and retention as an IATA Cargo Agent are set forth in Resolution 807, Attachment 'A', Section 1, Paragraphs 1.1 through 1.9. The key areas of consideration are:

### (I) Licence to Trade

The appropriate official licences are issued by the Industry and Commerce Administration Authority.

Ratification Certificate (Category I, Cargo) of China Civil Air Transport Sales Agency Services is issued by CATA (China Air Transport Association).

# (II) Promotion and Selling

These criteria are set out in Resolution 807, Attachment 'A', Section 1, Paragraph 1.1.

The applicant must have been engaged in the business of freight forwarding for at least 12 months.

#### (III) Minimum Staff Requirement

These requirements are set out in Resolution 807, Section 1, Paragraph 1.3

### (IV) Insurance

The applicant must be adequately insured against public liability, burglary, theft, and fire. Its vehicles must also be adequately insured against third party risks.

#### (V) Financial Requirements

The applicant shall submit a set of independently produced financial statement prepared in accordance with local accounting practices as specified in the Cargo General Assembly and published in the Cargo Agent's Handbook.

In addition, the applicant must provide the following documents:

- one authenticated Certificate of the Registered Capital issued by the Industry & Commercial Administration of the People's Republic of China. The minimum registered capital required is RMB 1,500,000. If a Cargo Agent establishes a branch office, an additional registered capital of RMB 500,000 shall be increased.
- 2) a Bank Guarantee of a minimum sum of RMB 2,000,000 or 100% of the average monthly prepaid sales generated by a Cargo Agent, whichever is the higher. If a Cargo Agent establishes a branch office, an additional bank guarantee shall be provided for a minimum sum of RMB 2,000,000 or 100% of the average monthly prepaid sales generated base on each branch office, which ever is higher.
- one set of Sales Report on IATA Carriers for the past 12 months.

# LOCAL FINANCIAL CRITERIA—CHINESE TAIPEI

The minimum paid-up capital level for Applicants in Taiwan is NTD 3,000,000.

#### **EVALUATION PROCEDURE**

- (i) the Applicant must submit the most recent Profit and Loss Account and Balance Sheet, both duly certified by a Chartered or Public Accountant. These documents must not be older than twelve months at the time of consideration by the Financial Advisory Sub-Committee (FASC);
- (ii) there should be a recent satisfactory banker's report;
- (iii) the FASC requires a working capital ratio of at least 1:1;
- (iv) in lieu of increasing paid-up capital to the requisite minimum level, a Bank Guarantee or other form of financial security may be considered.
- (v) Accredited Agents are exempted from annual financial review.



# 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.



# 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 compentcy in an ever-expanding and increasingly demanding industry.



Diploma



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

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



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.



# IATA International Cargo Agents Training Programme

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 gives 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/

# 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 activaing 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 won 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 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 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.

# 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, Japonese, Russian and Spanish and may be obtained by contacting the IATA On-line Store https://www.iata.org/en/publications/dgr.

# 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



### 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.



# **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 <a href="mailto:cargo@iata.org">cargo@iata.org</a>

# THE CARGO ACCOUNTS SETTLEMENT SYSTEMS—CASSIINK

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 tradiontional paper based invoicing in one-side and agents' tradiontional 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:

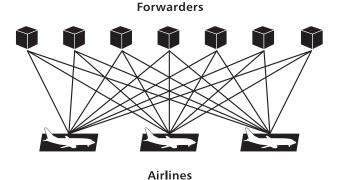
- streamlined invoicing and collection of sales revenues processes performed by IATA's neutral settlement office;
- invoices are produced and distributed electronically to all parties eliminating any risk of loss or fail to deliver:
- agents pay one amount covering payment to all carriers; carriers receive 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.

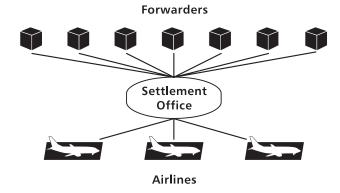


# CASS EFFICIENT OPERATION

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 is 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.

# 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



# **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







Expiry: Indefinite

Type: B



# RESOLUTION 049a (TCC)\* APPLICATION OF CHANGES IN RATES

CTC1(02)049a CTC2(02)049a CTC3(02)049a CTC12(02)049a CTC23(03)049a CTC31(02)049a CTC123(03)049a Expiry: Indefinite Type: A

RESOLVED that, air cargo rates shall be the published cargo rates in effect on the date of issuance of the Air Waybill by a TC Member, including its agent.

### RESOLUTION 502 LOW DENSITY CARGO

CTC1(02)502 (amended) CTC2(02)502 (amended) CTC3(02)502 (amended) CTC12(02)502 (amended) CTC23(03)502 (amended) CTC31(02)502 (amended) CTC123(03)502 (amended)

#### RESOLVED that,

- 1) except as provided in Paragraph 2), consignments the extreme dimensions of which average more than 6,000 cubic cm (366 cubic in) per kg (166 cubic in per lb) shall be charged for on the basis that each 6,000 cubic cm (366 cubic in) equal one kg or 166 cubic in equal one lb, the resulting equivalents in kg or lb to be rounded up to the next higher full/half kg or full lb.
- 2) the method of establishing the cubic volume is as follows:
- a) the cubic volume (cubic dimensions) shall be established by applying the greatest height, the greatest length and the greatest width of the consignment or its packages;
- b) in using linear measurements to obtain cubic measurements, a half or larger fraction of a cm/in shall be rounded up to the next higher whole cm/in, a smaller fraction shall be rounded down to the next lower whole cm/in.
- 3) This Resolution shall not apply to/from Australia.

#### **GOVERNMENT RESERVATIONS**

#### INDIA

For cut flowers and live plants the density ratio of 7000 cu.cm will apply in India. (11.2.82)

1

<sup>\*</sup> Applicable only in respect of Members who have elected to participate in Tariff Coordinating Conference activities.



## RESOLUTION 509 (TCC)\* CHARGES FOR DISBURSEMENTS

CTC1(10)509 (amended) CTC2(11)509 (amended) CTC3(10)509 (amended) CTC12(15)509 (amended) CTC23(12)509 (amended) CTC31(10)509 (amended) CTC123(12)509 (amended) Expiry: Indefinite Type: B

#### RESOLVED that.

- subject to the conditions of Resolution 614, the following charges for collection of disbursements shall apply
- 2) a charge of 10%, but not less than USD 20, (except in Brunei Darussalam 10%, but not less than BND 50 and except in Singapore 8%, but not less than USD 17) shall be made for collection by a TC Member from the consignee of a disbursement which shall not be in any case in excess of the air freight charge indicated on the Air Waybill, except that when the air freight charge is less than USD 100, disbursements of up to USD 100 (up to USD 300 in Hong Kong SAR) shall be permitted
- for traffic to Zambia the maximum amount(s) of any disbursement shall not be more than USD 100
- 4) such charge shall accrue to the issuing carrier
- 5) TC Members shall not undertake to collect any amount(s) in a country for which local agreement has been reached not to accept charges collect consignments
- 6) notwithstanding the amounts in US Dollars mentioned above, the local currency amounts shown in Attachment 'A' shall apply in the countries listed therein
- 7) this Resolution shall not apply for traffic to Algeria
- this Resolution shall not apply in ECAA (see Resolution 509e).

#### **RESOLUTION 509**

#### Attachment 'A'

The following local currency amounts shall apply in the countries listed below

| With respect to:  |      | Paras. 2)<br>and 3) | Para. 2) |
|-------------------|------|---------------------|----------|
| and reference to: |      | USD 100             | USD 20   |
|                   | Code |                     |          |
| Australia         | AUD  | 80                  | 35       |
| Canada            | CAD  | 130                 | 32.50    |
| Eritrea           | USD  | 81                  | 16       |
| Ethiopia          | USD  | 81                  | 16       |
| Japan             | JPY  | 25,000              | 5,000    |
| Korea (Rep. of)   | KRW  | 129,000             | 25,800   |
| Malaysia          | MYR  | 282                 | 57       |
| Namibia           | NAD  | 200                 | 40       |
| New Zealand       | NZD  | 190                 | 37       |
| Saudi Arabia      | SAR  | 375                 | 75       |
| South Africa      | ZAR  | 600                 | 120      |
| Thailand          | THB  | 4,000               | 800      |
|                   |      |                     |          |

<sup>\*</sup> Applicable only in respect of Members who have elected to participate in Tariff Coordinating Conference activities.



### **RESOLUTION 512c (TCC)**\*

## CHARGE FOR PREPARATION OF AIR WAYBILL

CTC1(02)512c (amended) Expiry: Indefinite Type: B
CTC3(02)512c (amended) CTC12(02)512c (amended) CTC23(03)512c (amended) CTC31(02)512c (amended) CTC123(03)512c (amended) CTC123(03)512c (amended) CTC124(03)512c (amended)

#### RESOLVED that,

- a documentation charge shall be made when the TC Member or its Agent (e.g. IATA Cargo Agent or General Sales Agent) issues or completes the Air Waybill; provided that where the Air Waybill is issued and completed accurately by such Agent, including itemisation of costs and completion of the charges box, the Agent shall be entitled to retain such charge
- 2) the documentation charge may be collected from the shipper or consignee
- except as shown in Attachment A the documentation charge shall be
  - a) USD 15.00 in TC1 (except in Canada, USA), TC2 and TC3
- this Resolution shall not apply in ECAA (see Resolution 512e)

#### **RESOLUTION 512c**

#### Attachment 'A'

The documentation charge in the countries listed below shall not be less than the amounts shown

|                                                                                             | Cada | A      |
|---------------------------------------------------------------------------------------------|------|--------|
| Algoria                                                                                     | Code | Amount |
| Australia                                                                                   | DZD  | 300    |
| Australia                                                                                   | AUD  | 30     |
| Bangladesh                                                                                  | USD  | 0.50   |
| Benin/Burkina Faso/Côte<br>d'Ivoire/Mali/Niger/Senegal/Togo                                 | XOF  | 4,000  |
| Bosnia and Herzegovina                                                                      | EUR  | 5      |
| Brunei Darussalam                                                                           | BND  | 15     |
| Cameroon/Central African<br>Republic/Chad/Congo<br>(Brazzaville)/Equatorial<br>Guinea/Gabon | XAF  | 4,000  |
| China (excl. Hong Kong SAR                                                                  |      |        |
| and Macao SAR)                                                                              | CNY  | 50     |
| Comoros                                                                                     | KMF  | 2,600  |
| Croatia                                                                                     | EUR  | 5      |
| Cuba                                                                                        | USD  | 3.20   |
| Egypt                                                                                       | EGP  | 40.90  |
| Eritrea                                                                                     | USD  | 4      |
| Ethiopia                                                                                    | USD  | 4      |
| India                                                                                       | USD  | 3.70   |
| Iran                                                                                        | IRR  | 37,000 |
| Japan                                                                                       | JPY  | 200    |
| Korea (Rep. of)                                                                             | KRW  | 3100   |
| Lebanon                                                                                     | USD  | 11     |
| Macedonia (FYROM)                                                                           | USD  | 5      |
| Malawi                                                                                      | MWK  | 350    |
| Malaysia                                                                                    | MYR  | 5      |
| Mauritania                                                                                  | MRO  | 529    |
| Morocco                                                                                     | MAD  | 25     |
| Mozambique                                                                                  | MZN  | 375    |
| Namibia                                                                                     | NAD  | 55     |
| Nepal                                                                                       | USD  | 0.50   |
| Nigeria                                                                                     | USD  | 5      |
| Pakistan                                                                                    | PKR  | 250    |
| Papua New Guinea                                                                            | PGK  | 25     |
| Romania                                                                                     | USD  | 7.50   |
| Saudi Arabia                                                                                | SAR  | 25     |
| Serbia                                                                                      | EUR  | 10     |
| Montenegro                                                                                  | EUR  | 10     |
| Singapore                                                                                   | SGD  | 10     |
| South Africa                                                                                | ZAR  | 85     |
| Sri Lanka                                                                                   | USD  | 0.50   |
| Tanzania                                                                                    | USD  | 5      |
| Thailand                                                                                    | THB  | 40     |
| Yemen                                                                                       | YER  | 2,450  |

<sup>\*</sup> Applicable only in respect of Members who have elected to participate in Tariff Coordinating Conference activities.



#### **GOVERNMENT RESERVATIONS**

#### CANADA

Charges for preparation of Air Waybills shall not be applicable in respect of traffic to or from Canada unless specifically provided for in airline tariffs in effect and on file with the Canadian Transportation Agency.

# 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.

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<sup>\*</sup> This Resolution is in the hands of all IATA Cargo Agents.



#### 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).

# RESOLUTION 600a\*

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.

<sup>\*</sup> This Resolution is in the hands of all IATA Cargo Agents.



#### **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  |

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

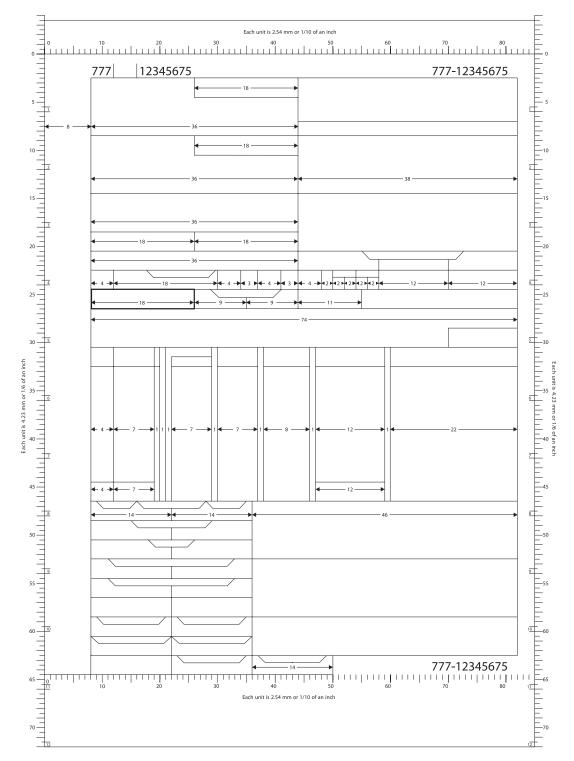
- **7.1** The currently effective IATA Conditions of Contract shall be printed on a minimum of the three Original copies of the airline and neutral air waybill.
- **7.2** Domestic Conditions of Contract, separate from the currently effective IATA Conditions of Contract, may additionally be printed on the airline air waybill at carrier's option.



#### **RESOLUTION 600a**

Attachment 'A'

Appendix 'A'





#### **RESOLUTION 600a**

Attachment 'A' Appendix 'B'

| Shipper                 | 's Name and Address                |                            | Shipper's       | Accoun                   | t Number                                                                    | Not                                                                                                                                                                                                | Negotia             | able           |          |                       |                                                                                                          |                                                                                   |  |  |  |
|-------------------------|------------------------------------|----------------------------|-----------------|--------------------------|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------|----------|-----------------------|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|--|--|--|
|                         |                                    |                            |                 |                          |                                                                             | Air                                                                                                                                                                                                | Wayl                | bill           |          |                       |                                                                                                          |                                                                                   |  |  |  |
|                         |                                    |                            |                 |                          |                                                                             | Issu                                                                                                                                                                                               | ied by              |                |          |                       |                                                                                                          |                                                                                   |  |  |  |
|                         |                                    |                            |                 |                          | the same validity.                                                          |                                                                                                                                                                                                    |                     |                |          |                       |                                                                                                          |                                                                                   |  |  |  |
| Consigr                 | nee's Name and Addre               | ss                         | 's Accou        | ınt Number               | (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT ON THE |                                                                                                                                                                                                    |                     |                |          |                       |                                                                                                          |                                                                                   |  |  |  |
|                         |                                    |                            |                 |                          |                                                                             | REVERSE HEREOF. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS IN<br>ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIK<br>GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMI |                     |                |          |                       |                                                                                                          |                                                                                   |  |  |  |
|                         |                                    |                            |                 |                          |                                                                             | APP                                                                                                                                                                                                | ROPRIA <sup>®</sup> | TE. THE SH     | PPER'S   | ATTE                  | NTION IS DRAWN TO                                                                                        | ICH THE CARRIER DEEMS<br>THE NOTICE CONCERNING<br>such limitation of liability by |  |  |  |
|                         | 0 : 1 4                            | 1.07                       |                 |                          |                                                                             | decla                                                                                                                                                                                              | aring a hi          | gher value for |          |                       | aying a supplemental ch                                                                                  |                                                                                   |  |  |  |
| Issuing                 | Carrier's Agent Name               | and City                   |                 |                          |                                                                             | Acco                                                                                                                                                                                               | ounting I           | nformation     |          |                       |                                                                                                          |                                                                                   |  |  |  |
|                         |                                    |                            |                 |                          |                                                                             |                                                                                                                                                                                                    |                     |                |          |                       |                                                                                                          |                                                                                   |  |  |  |
| Agent's                 | IATA Code                          |                            | Account No.     |                          |                                                                             | -                                                                                                                                                                                                  |                     |                |          |                       |                                                                                                          |                                                                                   |  |  |  |
| Airport                 | of Departure (Addr. of F           | Firet Carrier              | and Reguests    | d Routin                 | a                                                                           |                                                                                                                                                                                                    | Refere              | nce Number     |          | Optiona               | I Shipping Information                                                                                   |                                                                                   |  |  |  |
|                         |                                    |                            |                 |                          |                                                                             |                                                                                                                                                                                                    |                     |                |          |                       |                                                                                                          |                                                                                   |  |  |  |
| То                      | By First Carrier Routin            | g and Destina              |                 | by                       | to by                                                                       | Curre                                                                                                                                                                                              | Code                | PPD COLL PF    |          | Declar                | ed Value for Carriage                                                                                    | Declared Value for Customs                                                        |  |  |  |
|                         | Airport of Destination Requested F |                            |                 |                          |                                                                             | Am                                                                                                                                                                                                 | nount of            | Insurance      | reques   | ted in a              | <ul> <li>If carrier offers insurance<br/>coordance with the conding<br/>figures in box marked</li> </ul> | ce, and such insurance is<br>tions thereof, indicate amount                       |  |  |  |
| Handlin                 | g Information                      |                            |                 |                          |                                                                             | -                                                                                                                                                                                                  |                     |                | 10 06 11 | isureu ii             | riigares iir box markeu                                                                                  | Amount of mountaines .                                                            |  |  |  |
|                         |                                    |                            |                 |                          |                                                                             |                                                                                                                                                                                                    |                     |                |          |                       |                                                                                                          | SCI                                                                               |  |  |  |
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| No. of<br>Pieces<br>RCP | Gross kg<br>Weight lb              | Rate Class  Commod Item No | Chai            | geab <b>l</b> e<br>eight | Rate                                                                        | arge                                                                                                                                                                                               |                     | Total          |          |                       | Nature and (<br>(incl. Dimen                                                                             | Quantity of Goods<br>sions or Volume)                                             |  |  |  |
|                         |                                    |                            |                 |                          |                                                                             |                                                                                                                                                                                                    |                     |                |          |                       |                                                                                                          |                                                                                   |  |  |  |
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|                         |                                    |                            |                 |                          |                                                                             |                                                                                                                                                                                                    |                     |                |          |                       |                                                                                                          |                                                                                   |  |  |  |
|                         |                                    |                            |                 |                          |                                                                             |                                                                                                                                                                                                    |                     |                |          |                       |                                                                                                          |                                                                                   |  |  |  |
|                         |                                    |                            |                 |                          |                                                                             |                                                                                                                                                                                                    |                     |                |          |                       |                                                                                                          |                                                                                   |  |  |  |
|                         |                                    |                            |                 |                          |                                                                             |                                                                                                                                                                                                    |                     |                |          |                       |                                                                                                          |                                                                                   |  |  |  |
|                         |                                    |                            |                 |                          |                                                                             |                                                                                                                                                                                                    |                     |                |          |                       |                                                                                                          |                                                                                   |  |  |  |
|                         |                                    |                            |                 |                          |                                                                             |                                                                                                                                                                                                    |                     |                |          |                       |                                                                                                          |                                                                                   |  |  |  |
|                         |                                    |                            |                 |                          |                                                                             |                                                                                                                                                                                                    |                     |                |          |                       |                                                                                                          |                                                                                   |  |  |  |
| Pr                      | repaid Weigh                       | t Charge                   | Collect         |                          | Other Charges                                                               |                                                                                                                                                                                                    |                     |                |          |                       |                                                                                                          |                                                                                   |  |  |  |
|                         | Valuatio                           | on Charge                  |                 |                          |                                                                             |                                                                                                                                                                                                    |                     |                |          |                       |                                                                                                          |                                                                                   |  |  |  |
|                         |                                    |                            |                 |                          |                                                                             |                                                                                                                                                                                                    |                     |                |          |                       |                                                                                                          |                                                                                   |  |  |  |
|                         |                                    | Tax /                      |                 |                          |                                                                             |                                                                                                                                                                                                    |                     |                |          |                       |                                                                                                          |                                                                                   |  |  |  |
|                         | Total Other Ch                     | arges Due A                | gent            |                          |                                                                             |                                                                                                                                                                                                    |                     |                |          |                       |                                                                                                          | sofar as any part of the d by name and is in                                      |  |  |  |
|                         | Total Other Cha                    |                            |                 |                          |                                                                             |                                                                                                                                                                                                    |                     |                |          | us Goods Regulations. |                                                                                                          |                                                                                   |  |  |  |
|                         |                                    |                            |                 |                          |                                                                             |                                                                                                                                                                                                    |                     |                |          |                       |                                                                                                          |                                                                                   |  |  |  |
|                         |                                    |                            |                 |                          | Signature of Shipper or his Agent                                           |                                                                                                                                                                                                    |                     |                |          |                       |                                                                                                          |                                                                                   |  |  |  |
|                         | Total Prepaid                      | T                          | otal Collect    |                          |                                                                             |                                                                                                                                                                                                    |                     |                |          |                       |                                                                                                          |                                                                                   |  |  |  |
| Curre                   | ncy Conversion Rates               | ency/                      |                 |                          |                                                                             |                                                                                                                                                                                                    |                     |                |          |                       |                                                                                                          |                                                                                   |  |  |  |
|                         |                                    | Charg                      | es at Destinati |                          | Executed on (d                                                              |                                                                                                                                                                                                    | nes /               | at (p          | lace)    |                       | Signature of I                                                                                           | Issuing Carrier or its Agent                                                      |  |  |  |
| For                     | Carrier's Use only at Destination  | Charg                      | oo at Destinali | 211/                     | Total Collec                                                                | onar                                                                                                                                                                                               | 900/                |                |          |                       |                                                                                                          |                                                                                   |  |  |  |

ORIGINAL 3 (FOR SHIPPER)



#### **RESOLUTION 600a**

Attachment 'A'

Appendix 'C'

| Shipper'                | s Name                                                        | and Ad   | dress           | 3             | S            | nipper's i | Accour         | nt N                              | umber                                          |                              | No    | t N    | egotia           | ble          |                 |                       |                                                              |                                                         |
|-------------------------|---------------------------------------------------------------|----------|-----------------|---------------|--------------|------------|----------------|-----------------------------------|------------------------------------------------|------------------------------|-------|--------|------------------|--------------|-----------------|-----------------------|--------------------------------------------------------------|---------------------------------------------------------|
|                         |                                                               |          |                 |               |              |            |                |                                   |                                                | Air Waybill                  |       |        |                  |              |                 |                       |                                                              |                                                         |
|                         |                                                               |          |                 |               |              |            |                |                                   |                                                |                              | Iss   | ue     | d by             |              |                 |                       |                                                              |                                                         |
|                         |                                                               |          |                 |               |              |            |                |                                   |                                                |                              | Co    | pies   | s 1, 2 a         | nd 3 of this | Air Wa          | ybi <b>ll</b>         | are originals and have                                       | the same validity.                                      |
| Consign                 | Consignee's Name and Address Consignee's Acc                  |          |                 |               |              |            | Acco           | unt                               | nt Number Received in Good Order and Condition |                              |       |        |                  |              |                 |                       | tion                                                         |                                                         |
|                         |                                                               |          |                 |               |              |            |                |                                   |                                                |                              |       |        |                  |              |                 |                       |                                                              | (delegation of                                          |
|                         |                                                               |          |                 |               |              |            |                |                                   |                                                |                              | at (  | plac   | e)               |              |                 |                       | on                                                           | (date/time)                                             |
|                         |                                                               |          |                 |               |              |            |                |                                   |                                                |                              |       |        |                  |              | Signa           | ture                  | of Consignee or his Agent                                    |                                                         |
| Issuing (               | Carrier's                                                     | Agent I  | Name            | and City      |              |            |                |                                   |                                                |                              | Acc   | cou    | nting <b>I</b> n | formation    |                 |                       |                                                              |                                                         |
|                         |                                                               |          |                 |               |              |            |                |                                   |                                                |                              |       |        |                  |              |                 |                       |                                                              |                                                         |
| Agent's                 | IATA Co                                                       | do       |                 |               | Account      | No         |                |                                   |                                                |                              | -     |        |                  |              |                 |                       |                                                              |                                                         |
| Agents                  | 171171 00                                                     |          |                 |               | Account      | 140.       |                |                                   |                                                |                              |       |        |                  |              |                 |                       |                                                              |                                                         |
| Airport o               | f Depart                                                      | ure (Ad  | dr. of          | First Carrie  | er) and Re   | quested    | Routir         | ng                                |                                                |                              |       | F      | Referen          | ce Number    |                 | Opti                  | onal Shipping Information                                    |                                                         |
| То                      | By First C                                                    | Carrier  | Routi           | ing and Desti | ination /    | to         | by             | to                                | 1                                              | by                           | Cur   | rend   | Cy CHGS<br>Code  | WT/VAL       | Other COLL      | Dec                   | clared Value for Carriage                                    | Declared Value for Customs                              |
|                         | Airport                                                       | of Dest  | inatio          | n             |              | Reques     | ted Flig       | ght/D                             | ate /                                          |                              | A     | mo     |                  | nsurance     | INSUF           | ANC                   | E – If carrier offers insurance                              | e, and such insurance is                                |
|                         |                                                               |          |                 |               |              |            |                |                                   |                                                |                              |       |        |                  |              |                 |                       | n accordance with the condi<br>ed in figures in box marked ' | tions thereof, indicate amount<br>Amount of Insurance". |
| Handling                | g Informa                                                     | ation    |                 |               |              |            |                |                                   |                                                |                              |       |        |                  |              |                 |                       |                                                              |                                                         |
|                         |                                                               |          |                 |               |              |            |                |                                   |                                                |                              |       |        |                  |              |                 |                       |                                                              | SCI                                                     |
| No. of                  | Gro                                                           | oss      | kg              | Rate Class    |              | Charg      | eab <b>l</b> e | Т                                 | Rate                                           | -                            | Tabel |        |                  |              |                 | Т                     | Nature and                                                   | Quantity of Goods                                       |
| No. of<br>Pieces<br>RCP | Wei                                                           | ght      | lb              | Comme         | odity<br>No. | Wei        | ght            |                                   | /                                              | Cha                          | arge  |        |                  | Total        |                 |                       | (incl. Dimer                                                 | sions or Volume)                                        |
|                         |                                                               |          |                 |               |              |            |                |                                   |                                                |                              |       |        |                  |              |                 |                       |                                                              |                                                         |
|                         |                                                               |          |                 |               |              |            |                |                                   |                                                |                              |       |        |                  |              |                 |                       |                                                              |                                                         |
|                         |                                                               |          |                 |               |              |            |                |                                   |                                                |                              |       |        |                  |              |                 |                       |                                                              |                                                         |
|                         |                                                               |          |                 |               |              |            |                |                                   |                                                |                              |       |        |                  |              |                 |                       |                                                              |                                                         |
|                         |                                                               |          |                 |               |              |            |                |                                   |                                                |                              |       |        |                  |              |                 |                       |                                                              |                                                         |
|                         |                                                               |          |                 |               |              |            |                |                                   |                                                |                              |       |        |                  |              |                 |                       |                                                              |                                                         |
|                         |                                                               |          |                 |               |              |            |                |                                   |                                                |                              |       |        |                  |              |                 |                       |                                                              |                                                         |
|                         |                                                               |          |                 |               |              |            |                |                                   |                                                |                              |       |        |                  |              |                 | 4                     |                                                              |                                                         |
|                         |                                                               |          |                 |               |              |            |                |                                   |                                                |                              |       |        |                  |              |                 |                       |                                                              |                                                         |
| Pre                     | epaid /                                                       |          | Weig            | ht Charge     |              | Collect    | $\overline{}$  | Oth                               | ner Ch                                         | arges                        |       |        |                  |              |                 |                       |                                                              |                                                         |
|                         |                                                               |          | 'a <b>l</b> uat | ion Charge    |              |            | -              |                                   |                                                |                              |       |        |                  |              |                 |                       |                                                              |                                                         |
|                         |                                                               |          |                 | Tax /         |              |            | _              |                                   |                                                |                              |       |        |                  |              |                 |                       |                                                              |                                                         |
|                         |                                                               |          |                 |               |              |            |                |                                   |                                                |                              |       |        |                  |              |                 |                       |                                                              |                                                         |
|                         |                                                               | otal Otl | her C           | harges Due    | Agent        | /          |                |                                   |                                                |                              |       |        |                  |              |                 |                       | f are correct and that in                                    | sofar as any part of the<br>d by name and is in         |
|                         | Total Other Charges Due Carrier                               |          |                 |               |              | $\dashv$   | pro            | per co                            | onditio                                        | n fo                         | r ca  | rriage | by air acc       | ording       | to t            | he applicable Dangero | us Goods Regulations.                                        |                                                         |
|                         |                                                               |          |                 |               |              |            |                |                                   |                                                |                              |       |        |                  |              |                 |                       |                                                              |                                                         |
|                         |                                                               |          |                 |               |              |            |                | Signature of Shipper or his Agent |                                                |                              |       |        |                  |              |                 |                       |                                                              |                                                         |
|                         | Total Pro                                                     | epaid    | _7              |               | Total Co     | ect        | /T             |                                   |                                                |                              |       |        |                  |              |                 |                       |                                                              |                                                         |
| Curren                  | cy Conve                                                      | ersion R | Rates           | CC Ch         | arges in De  | st. Currer | icy /          |                                   |                                                |                              |       |        |                  |              |                 |                       |                                                              |                                                         |
|                         |                                                               |          |                 | Cha           | rges at De   | estination |                |                                   |                                                | d on (da<br>Co <b>ll</b> ect |       | rae    | s /              | at (         | p <b>l</b> ace) |                       | Signature of                                                 | Issuing Carrier or its Agent                            |
| For                     | For Carrier's Use only at Destination  Charges at Destination |          |                 |               |              |            |                |                                   | 30,100                                         |                              | . 90  |        |                  |              |                 |                       |                                                              |                                                         |

COPY 4 (DELIVERY RECEIPT)



#### **RESOLUTION 600a**

Attachment 'A' Appendix 'D'

| Shipper                 | r's Name and Address     |                                                                      | Shipper's                                                                                                                                                                                                                                                                                       | Accou        | nt Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |          | Not                                                                             | Neg   | gotiabl         | е         |                             |       |                                                                                                 |                                |  |
|-------------------------|--------------------------|----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------------------------------------------------------------|-------|-----------------|-----------|-----------------------------|-------|-------------------------------------------------------------------------------------------------|--------------------------------|--|
|                         |                          |                                                                      |                                                                                                                                                                                                                                                                                                 |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          | 1                                                                               |       | aybil           | I         |                             |       |                                                                                                 |                                |  |
|                         |                          |                                                                      |                                                                                                                                                                                                                                                                                                 |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          | Issu                                                                            | ied l | by              |           |                             |       |                                                                                                 |                                |  |
|                         |                          |                                                                      |                                                                                                                                                                                                                                                                                                 |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          | Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity. |       |                 |           |                             |       |                                                                                                 |                                |  |
| Consign                 | nee's Name and Addre     | Acco                                                                 | unt Numbe                                                                                                                                                                                                                                                                                       | er           | 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 i required. |          |                                                                                 |       |                 |           |                             |       |                                                                                                 |                                |  |
| Issuing                 | Carrier's Agent Name     | and City                                                             |                                                                                                                                                                                                                                                                                                 |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          | Acco                                                                            | ounti | ng <b>I</b> nfo | rmation   |                             |       |                                                                                                 |                                |  |
|                         |                          |                                                                      |                                                                                                                                                                                                                                                                                                 |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |                                                                                 |       |                 |           |                             |       |                                                                                                 |                                |  |
| Agent's                 | IATA Code                | Acco                                                                 | unt No.                                                                                                                                                                                                                                                                                         |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |                                                                                 |       |                 |           |                             |       |                                                                                                 |                                |  |
| Airport                 | of Departure (Addr. of F | First Carrier) and                                                   | Requested                                                                                                                                                                                                                                                                                       | Routir       | ng                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |          |                                                                                 | Refe  | erence l        | Number    |                             | Optio | onal Shipping Information                                                                       |                                |  |
| То                      | By First Carrier Routin  | g and Destination                                                    | to                                                                                                                                                                                                                                                                                              | by           | to                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | by       | Curre                                                                           | ency  | CHGS W          | T/VAL     | Other                       | Dec   | clared Value for Carriage                                                                       | Declared Value for Customs     |  |
|                         | Aire et et Destination   |                                                                      | Parmer                                                                                                                                                                                                                                                                                          | to d Til     | ght/Date /                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |          |                                                                                 |       | t of Insi       | D COLL PF |                             | ANG   | NF 16                                                                                           |                                |  |
|                         | Airport of Destination   |                                                                      | neques                                                                                                                                                                                                                                                                                          | iteu Fili    | gnirDate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          | An                                                                              | ioun  | t or insi       | urance    | reques                      | ted i | CE — If carrier offers insurand<br>n accordance with the condi<br>ed in figures in box marked " | tions thereof, indicate amount |  |
| Handlin                 | ng Information           |                                                                      |                                                                                                                                                                                                                                                                                                 |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |                                                                                 |       |                 |           |                             |       |                                                                                                 |                                |  |
|                         |                          |                                                                      |                                                                                                                                                                                                                                                                                                 |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |                                                                                 |       |                 |           |                             |       |                                                                                                 | SCI                            |  |
| No. of<br>Pieces<br>RCP | Gross kg<br>Weight lb    | Rate Class  Commodity Item No.                                       | Charg<br>Wei                                                                                                                                                                                                                                                                                    | eable<br>ght | Rate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | arge     |                                                                                 |       | Total           |           |                             |       | L<br>Quantity of Goods<br>sions or Volume)                                                      |                                |  |
|                         |                          |                                                                      |                                                                                                                                                                                                                                                                                                 |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |                                                                                 |       |                 |           |                             |       |                                                                                                 |                                |  |
| Pr                      | repaid / Weigh           | t Charge                                                             | Collect                                                                                                                                                                                                                                                                                         |              | Other Cha                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | arges    |                                                                                 |       |                 |           |                             |       |                                                                                                 |                                |  |
|                         | Valuatio                 | on Charge                                                            |                                                                                                                                                                                                                                                                                                 | $\exists$    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |                                                                                 |       |                 |           |                             |       |                                                                                                 |                                |  |
|                         |                          | ax /                                                                 |                                                                                                                                                                                                                                                                                                 |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |                                                                                 |       |                 |           |                             |       |                                                                                                 |                                |  |
|                         | Total Other Ch           | arges Due Agent                                                      |                                                                                                                                                                                                                                                                                                 | $\dashv$     | Shipper c                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ertifies | that th                                                                         | ne pa | articula        | rs on the | face he                     | ereo  | of are correct and that in                                                                      | sofar as any part of the       |  |
|                         | Total Other Cha          |                                                                      | 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 Prepaid            | Total                                                                | Collect                                                                                                                                                                                                                                                                                         |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |                                                                                 |       |                 |           | ire of S                    | hipp  | per or his Agent                                                                                |                                |  |
| \                       | токал гтераки            | Total                                                                | Jonect                                                                                                                                                                                                                                                                                          | $^{\prime}$  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |                                                                                 |       |                 |           |                             |       |                                                                                                 |                                |  |
| Curre                   | ncy Conversion Rates     | CC Charges in                                                        | Dest. Currer                                                                                                                                                                                                                                                                                    | icy/         | Evecutor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | l on /d  | ate) at (place) Signature of Issuing Carrier or it                              |       |                 |           |                             |       |                                                                                                 |                                |  |
| For                     | r Carrier's Use only     | Executed on (date) at (place) Signature of Iso Total Collect Charges |                                                                                                                                                                                                                                                                                                 |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |                                                                                 |       |                 |           | assume Carrier or its Agent |       |                                                                                                 |                                |  |



#### **RESOLUTION 600a**

Attachment 'A' Appendix 'E'

| Shipper                                                      | 's Name a                       | and Addr          | ess        |                                | Sł    | nipper's /    | Accour       | nt Numb                           | ər           | Not Negotiable                                                                  |       |                  |         |          |            |                       |                                       |                                |
|--------------------------------------------------------------|---------------------------------|-------------------|------------|--------------------------------|-------|---------------|--------------|-----------------------------------|--------------|---------------------------------------------------------------------------------|-------|------------------|---------|----------|------------|-----------------------|---------------------------------------|--------------------------------|
|                                                              |                                 |                   |            |                                |       |               |              |                                   |              |                                                                                 |       | /ayb             | ill     |          |            |                       |                                       |                                |
|                                                              |                                 |                   |            |                                |       |               |              |                                   |              | Issi                                                                            | ued   | l by             |         |          |            |                       |                                       |                                |
|                                                              |                                 |                   |            |                                |       |               |              |                                   |              | Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity. |       |                  |         |          |            |                       |                                       |                                |
| Consigr                                                      | nee's Nam                       | ne and A          | ddress     |                                | Cor   | signee's      | Accou        | unt Num                           | ber          |                                                                                 |       |                  |         |          |            |                       |                                       |                                |
|                                                              |                                 |                   |            |                                |       |               |              |                                   |              | 1                                                                               |       |                  |         |          |            |                       |                                       |                                |
|                                                              |                                 |                   |            |                                |       |               |              |                                   |              |                                                                                 |       |                  |         |          |            |                       |                                       |                                |
|                                                              |                                 |                   |            |                                |       |               |              |                                   |              |                                                                                 |       |                  |         |          |            |                       |                                       |                                |
| Issuing                                                      | Carrier's                       | Agent Na          | ame and    | City                           |       |               |              |                                   |              | Acc                                                                             | oun   | iting <b>I</b> r | nformat | ion      |            |                       |                                       |                                |
|                                                              |                                 |                   |            |                                |       |               |              |                                   |              |                                                                                 |       |                  |         |          |            |                       |                                       |                                |
| Agent's                                                      | IATA Cod                        | de                |            | Ac                             | count | No.           |              |                                   |              | -                                                                               |       |                  |         |          |            |                       |                                       |                                |
|                                                              |                                 |                   |            |                                |       |               |              |                                   |              |                                                                                 | -     |                  | Ni      |          |            | 2                     | - LObberto Leferonito                 |                                |
| Airport o                                                    | oī Departi                      | ure (Addı         | . of First | Carrier) a                     | nd Re | quested       | Houtin       | g                                 |              |                                                                                 | H     | ereren           | ce Num  | ioer     | T          | )ptic                 | onal Shipping Information             |                                |
| То                                                           | By First C                      | arrier            | outing and | d Destination                  | on/   | to            | by           | to                                | by           | Curr                                                                            | enc   | y CHGS<br>Code   | WT/VA   | LL PP    | Other COLL | Dec                   | lared Value for Carriage              | Declared Value for Customs     |
|                                                              | Airport o                       | of Destin         | ation      | $\neg$                         | 4     | Reques        | ted Flig     | ht/Date                           | <del> </del> | Ar                                                                              | nou   | nt of I          | nsuran  | се       |            |                       | E - If carrier offers insurance       | tions thereof, indicate amount |
| Handlin                                                      | g Informa                       | tion              |            |                                |       |               |              |                                   |              |                                                                                 |       |                  |         |          | to be in   | sure                  | d in figures in box marked *          | Amount of Insurance".          |
| Transin,                                                     | goa                             |                   |            |                                |       |               |              |                                   |              |                                                                                 |       |                  |         |          |            |                       |                                       |                                |
|                                                              |                                 |                   |            |                                |       |               |              |                                   |              |                                                                                 |       |                  |         |          |            |                       |                                       | SCI                            |
| No. of<br>Pieces<br>RCP                                      | Gro:<br>Weig                    | ss k              |            | Class<br>Commodity<br>Item No. |       | Charge<br>Wei | eable<br>ght | Ra                                | arge         |                                                                                 |       | То               | tal     |          |            | Nature and (          | Quantity of Goods<br>sions or Volume) |                                |
| 1101                                                         |                                 |                   |            | Rem No.                        |       |               |              |                                   |              |                                                                                 |       |                  |         |          |            | 1                     |                                       |                                |
|                                                              |                                 |                   |            |                                |       |               |              |                                   |              |                                                                                 |       |                  |         |          |            |                       |                                       |                                |
|                                                              |                                 |                   |            |                                |       |               |              |                                   |              |                                                                                 |       |                  |         |          |            |                       |                                       |                                |
|                                                              |                                 |                   |            |                                |       |               |              |                                   |              |                                                                                 |       |                  |         |          |            |                       |                                       |                                |
|                                                              |                                 |                   |            |                                |       |               |              |                                   |              |                                                                                 |       |                  |         |          |            |                       |                                       |                                |
|                                                              |                                 |                   |            |                                |       |               |              |                                   |              |                                                                                 |       |                  |         |          |            |                       |                                       |                                |
|                                                              |                                 |                   |            |                                |       |               |              |                                   |              |                                                                                 |       |                  |         |          |            |                       |                                       |                                |
|                                                              |                                 |                   |            |                                |       |               |              |                                   |              |                                                                                 |       |                  |         |          |            |                       |                                       |                                |
|                                                              |                                 |                   |            |                                |       |               |              |                                   |              |                                                                                 |       |                  |         |          |            |                       |                                       |                                |
| Pr                                                           | epaid /                         | \\w               | eight Cha  | arge /                         | 4     | Collect       | 7            | Other C                           | harges       |                                                                                 |       |                  |         |          |            | _                     |                                       |                                |
|                                                              |                                 | Val               | luation Cl | harge                          | _     |               |              |                                   |              |                                                                                 |       |                  |         |          |            |                       |                                       |                                |
|                                                              |                                 |                   |            |                                |       |               |              |                                   |              |                                                                                 |       |                  |         |          |            |                       |                                       |                                |
|                                                              |                                 |                   | Tax        |                                |       |               |              |                                   |              |                                                                                 |       |                  |         |          |            |                       |                                       |                                |
|                                                              | Т                               | ota <b>l</b> Othe | r Charge   | s Due Age                      | ent   |               |              |                                   |              |                                                                                 |       |                  |         |          |            |                       | f are correct and that in             | sofar as any part of the       |
|                                                              | Total Other Charges Due Carrier |                   |            |                                |       |               | proper       | conditio                          | on for       | car                                                                             | riage | by air           | acco    | ording 1 | to th      | ne applicable Dangero | us Goods Regulations.                 |                                |
|                                                              |                                 |                   |            |                                |       |               |              |                                   |              |                                                                                 |       |                  |         |          |            |                       |                                       |                                |
|                                                              |                                 |                   |            |                                |       |               |              | Signature of Shipper or his Agent |              |                                                                                 |       |                  |         |          |            |                       |                                       |                                |
|                                                              | Total Prepaid Total Collect     |                   |            |                                |       |               |              |                                   |              |                                                                                 |       |                  |         |          |            |                       |                                       |                                |
| Currency Conversion Rates CC Charges in Dest. Currency       |                                 |                   |            |                                |       |               |              |                                   |              |                                                                                 |       |                  |         |          |            |                       |                                       |                                |
|                                                              |                                 |                   |            | Characa                        | at Da | etinotic      |              |                                   | ed on (d     |                                                                                 |       |                  |         | at (p    | lace)      |                       | Signature of I                        | Issuing Carrier or its Agent   |
| For Carrier's Use only at Destination Charges at Destination |                                 |                   |            |                                | ×     | 100           | u collec     | conar                             | ges          | ィ                                                                               |       |                  |         |          |            |                       |                                       |                                |



#### **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 | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

| 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

| 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 SHIPPER 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |  |  |



#### **RESOLUTION 600a**

Attachment 'A'

Appendix 'F/2'

| Shipper's Name and Address                            | SI                         | nipper's Acc                | count Number               |                                                                                                      | Not Neg     | gotiable                                            |                                |                        |                                                                                                                   |                                                                             |
|-------------------------------------------------------|----------------------------|-----------------------------|----------------------------|------------------------------------------------------------------------------------------------------|-------------|-----------------------------------------------------|--------------------------------|------------------------|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
|                                                       |                            |                             |                            |                                                                                                      | Air Wa      | avbill                                              |                                |                        |                                                                                                                   |                                                                             |
|                                                       |                            |                             |                            |                                                                                                      | Issued b    | -                                                   |                                |                        |                                                                                                                   |                                                                             |
|                                                       |                            |                             |                            |                                                                                                      | Copies 1    | , 2 and 3 of thi                                    | s Air Way                      | ybi <b>ll</b>          | are origina <b>l</b> s and have                                                                                   | the same validity.                                                          |
| Consignee's Name and Address                          | Сог                        | nsignee's A                 | ccount Numbe               |                                                                                                      |             |                                                     |                                |                        | ein are accepted in appa<br>T TO THE CONDITION<br>BE CARRIED BY ANY                                               | rent good order and<br>IS OF CONTRACT<br>OTHER MEANS INC<br>RARY INSTRUCTIO |
|                                                       |                            |                             |                            |                                                                                                      | GIVEN HI    | EREON BY THE                                        | SHIPPE<br>RMEDIAT              | R, A                   | ND SHIPPER AGREES TOPPING PLACES WHI<br>ENTION IS DRAWN TO<br>5. Shipper may increase<br>paying a supplemental ch | THAT THE SHIPME                                                             |
| Issuing Carrier's Agent Name and                      | I City                     |                             |                            |                                                                                                      |             | ng Information                                      |                                |                        |                                                                                                                   |                                                                             |
| Agent's IATA Code                                     | Account                    | No.                         |                            |                                                                                                      |             |                                                     |                                |                        |                                                                                                                   |                                                                             |
| Airport of Departure (Addr. of Firs                   | t Carrier) and Re          | equested Ro                 | outing                     |                                                                                                      | Ret         | ference Numbe                                       | r C                            | Optio                  | nal Shipping Information                                                                                          |                                                                             |
| To By First Carrier Routing a                         | nd Destination             | to b                        | y to                       | by                                                                                                   | Currency    | CHGS WT/VAL<br>Code PPD COLL I                      | Other COLL                     | Decl                   | ared Value for Carriage                                                                                           | Declared Value for                                                          |
| Airport of Destination                                |                            | Requested                   | Flight/Date                |                                                                                                      | Amount      | t of Insurance                                      | INSUR/<br>request<br>to be in: | ANCE<br>ed in<br>sured | <ul> <li>If carrier offers insurance<br/>accordance with the condition<br/>in figures in box marked ".</li> </ul> | e, and such insurance<br>tions thereof, indicate :<br>Amount of Insurance". |
| Handling Information                                  |                            |                             |                            |                                                                                                      |             |                                                     |                                |                        |                                                                                                                   | SCI                                                                         |
|                                                       | e Class                    | Chargeal                    | nle Rate                   |                                                                                                      |             |                                                     |                                |                        |                                                                                                                   | 2                                                                           |
| RCP Weight lb                                         | Commodity<br>Item No.      | Weight                      |                            | Char                                                                                                 | rge         | Total                                               |                                | _                      | (ind. Dimen                                                                                                       | Quantity of Goods sions or Volume)                                          |
|                                                       |                            | Weight                      |                            | Char                                                                                                 | rge         | Total                                               |                                |                        | Nature and C<br>(ind. Dimen                                                                                       | Juanity of Goods<br>sions or Volume)                                        |
| Prepaid Weight C                                      | narge                      | Weighi<br>Co <b>l</b> ect ∕ | Other Chi                  | Chan                                                                                                 | rge         | Total                                               |                                |                        | Nature and C<br>(ind. Dimen                                                                                       | Julantiny of Goods<br>signs or Volume)                                      |
|                                                       | narge                      | Weight                      |                            | Chan                                                                                                 | rge         | Total                                               |                                |                        | Nature and C<br>(ind. Dimen                                                                                       | Julantiny of Goods<br>signs or Volume)                                      |
| Prepaid Weight C                                      | narge                      | Weight                      | Other Chi                  | Char                                                                                                 | that the pa | articulars on th                                    | e face hee                     | reof                   | are correct and that <b>in</b> .                                                                                  | sofar as any part d                                                         |
| Prepaid Weight C                                      | harge Charge               | Weight                      | Other Chi Shipper consigni | Char char characteristics argues ertifies to the control of the characteristics are characteristics. | that the pa | articulars on th                                    | ds, such                       | pari                   |                                                                                                                   | sofar as any part t<br>d by name and is                                     |
| Prepaid Weight C  Valuation (  Tax  Total Other Charg | harge Charge               | Weight Collect              | Other Chi Shipper consigni | Char char characteristics argues ertifies to the control of the characteristics are characteristics. | that the pa | articulars on th<br>ingerous goo<br>lage by air acc | ds, such<br>cording t          | pari<br>to th          | are correct and that in:                                                                                          | sofar as any part t<br>d by name and is                                     |
| Prepaid Weight C  Valuation  Tax  Total Other Charg   | charge Charge es Due Agent | Weight Collect              | Other Chi Shipper consigni | Char char characteristics argues ertifies to the control of the characteristics are characteristics. | that the pa | articulars on th<br>ingerous goo<br>lage by air acc | ds, such<br>cording t          | pari<br>to th          | are correct and that in<br>is properly describe<br>e applicable Dangero                                           | sofar as any part t<br>d by name and is                                     |

ORIGINAL 3 (FOR SHIPPER)



#### **RESOLUTION 600a**

Attachment 'A'

Appendix 'F'

| Shipper's Name and Address Shipper's Account No                |                                |                      | unt Numbe                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | r                                                                                                                                                                                                 | Not Negotiable Air Waybill Issued by |                 |             |                                                                                                                                                                   |                             |                                                                                                    |                                    |
|----------------------------------------------------------------|--------------------------------|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-----------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|----------------------------------------------------------------------------------------------------|------------------------------------|
|                                                                |                                |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                   | Copie                                | s 1, 2 a        | nd 3 of thi | s Air Wa                                                                                                                                                          | aybil                       | l are originals and have t                                                                         | the same validity.                 |
| Consignee's Name and Address  Issuing Carrier's Agent Name and | count Numb                     | er                   | It is agreed that the goods described herein are accepted in apparent good order and cot (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT ON REVERSE HEREOF. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLU ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPPER HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPPER HEREON BY THE SHIPPER AND SHIPPER AGREES THAT THE SHIPPER HEREON BY THE SHIPPER AT STOPPING PLACES WHICH THE CARRIER D APPROPRIATE. THE SHIPPER ATTENTION IS DRAWN TO THE NOTICE CONCEPT CARRIER'S LIMITATION OF LIABILITY. Shipper may increase such limitation of liabid declaring a higher value for carriage and paying a supplemental charge if required.  Accounting Information |                                                                                                                                                                                                   |                                      |                 |             | IS OF CONTRACT ON THI OTHER MEANS INCLUDING RARY INSTRUCTIONS ARE ATTHE SHIPMENT MAY BE H THE CARRIER DEEMS THE NOTICE CONCERNING Such limitation of liability b' |                             |                                                                                                    |                                    |
|                                                                |                                |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                   |                                      |                 |             |                                                                                                                                                                   |                             |                                                                                                    |                                    |
| Agent's IATA Code                                              | Account                        | No.                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                   |                                      |                 |             |                                                                                                                                                                   |                             |                                                                                                    |                                    |
| Airport of Departure (Addr. of First                           | Carrier) and Re                | equested Rou         | ting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                   |                                      | Referer         | nce Numbe   | r                                                                                                                                                                 | Opti                        | onal Shipping Information                                                                          |                                    |
| To By First Carrier Routing an                                 | d Destination                  | to by                | to                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | by                                                                                                                                                                                                | Currer                               | Cy CHGS<br>Code | WT/VAL      | Other COLL                                                                                                                                                        | De                          | clared Value for Carriage                                                                          | Declared Value for Custom          |
| Airport of Destination                                         |                                | Requested F          | light/Date /                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                   | Amo                                  | ount of I       | nsurance    | reques                                                                                                                                                            | sted i                      | DE – If carrier offers insurance<br>in accordance with the condit<br>ed in figures in box marked." | tions thereof, indicate amount     |
| Handling Information                                           |                                |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                   | -                                    |                 |             |                                                                                                                                                                   |                             | •                                                                                                  |                                    |
|                                                                |                                |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                   |                                      |                 |             |                                                                                                                                                                   |                             |                                                                                                    | SCI                                |
|                                                                | Class<br>Commodity<br>Item No. | Chargeable<br>Weight | Rate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Cha                                                                                                                                                                                               | arge                                 |                 | Total       |                                                                                                                                                                   |                             | Nature and C                                                                                       | Quantity of Goods sions or Volume) |
|                                                                |                                |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                   |                                      |                 |             |                                                                                                                                                                   |                             |                                                                                                    |                                    |
| Prepaid Weight Ch                                              | arge                           | Collect              | Other Ch                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | arges                                                                                                                                                                                             |                                      |                 |             |                                                                                                                                                                   |                             |                                                                                                    |                                    |
| Valuation C                                                    | harge                          |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                   |                                      |                 |             |                                                                                                                                                                   |                             |                                                                                                    |                                    |
| Tax                                                            |                                |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                   |                                      |                 |             |                                                                                                                                                                   |                             |                                                                                                    |                                    |
|                                                                |                                |                      | consigni                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 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 |                                      |                 |             |                                                                                                                                                                   |                             |                                                                                                    |                                    |
| Total Other Charges Due Carrier                                |                                |                      | proper c                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | proper condition for carriage by air according to the applicable Dangerous Goods Regulations.                                                                                                     |                                      |                 |             |                                                                                                                                                                   |                             |                                                                                                    |                                    |
|                                                                |                                |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Signature of Shipper or his Agent                                                                                                                                                                 |                                      |                 |             |                                                                                                                                                                   |                             |                                                                                                    |                                    |
| Total Prepaid                                                  | Total Co                       | llect                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                   |                                      |                 |             |                                                                                                                                                                   |                             |                                                                                                    |                                    |
| Currency Conversion Rates CC Charges in Dest. Currency         |                                |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Executed on (date) at (place) Signature of Issuing Carrier or its.                                                                                                                                |                                      |                 |             |                                                                                                                                                                   | ssuing Carrier or its Agent |                                                                                                    |                                    |
| For Carrier's Use only at Destination  Charges at Destination  |                                |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Collect                                                                                                                                                                                           | t Charge                             | es/             |             |                                                                                                                                                                   |                             |                                                                                                    |                                    |

ORIGINAL 3 (FOR SHIPPER)



#### **RESOLUTION 600a**

#### Attachment 'B'

#### COMPLETION, DISTRIBUTION AND TRANSMISSION OF THE AIR WAYBILL

#### **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 nondelivery, 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.

#### COMPLETION OF THE AIR WAYBILL 2.

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



- 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



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



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



This box shall not be completed.

#### 2.5 Reference to Conditions of Contract



This box shall not be completed unless used by the issuing carrier at its option.

#### 2.6 Shipper

#### **Shipper's Name and Address**

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.

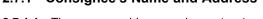
#### 2.6.2 Shipper's Account Number



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



- 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

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



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



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.

#### Account No.



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

- 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)



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 twocharacter 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)



The IATA two-character code of the second carrier may be inserted.

### 2.9.2.5 To (by Third Carrier)



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

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**

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
- **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



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



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.

#### Special Customs Information (SCI) (21A) 2.17.3.8



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



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



- 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
- 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
- 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 (221) (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



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



- 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
- 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

- 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



- 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



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



- 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).

### **Due Agent**

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

This box shall not be completed unless used by the issuing carrier at its option.

### 2.21.6 Total Collect

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)

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 (320)

The signature of the issuing carrier or its agent shall be inserted.

#### 2.24 For Carrier's Use Only at Destination

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



The destination currency code followed by the conversion rate shall be inserted.

#### 2.25.2 Collect Charges in Destination Currency

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



Charges levied at destination accruing to the last carrier shall be inserted in destination currency.

#### 2.25.4 Total Collect Charges



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 nonuse.

### 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



This box shall not be completed unless used by the issuing carrier at its option.

#### 2.26.3 Untitled Box



This box shall not be completed unless used by the issuing carrier at its option.

#### **Bar Coded Air Waybill Number**



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.

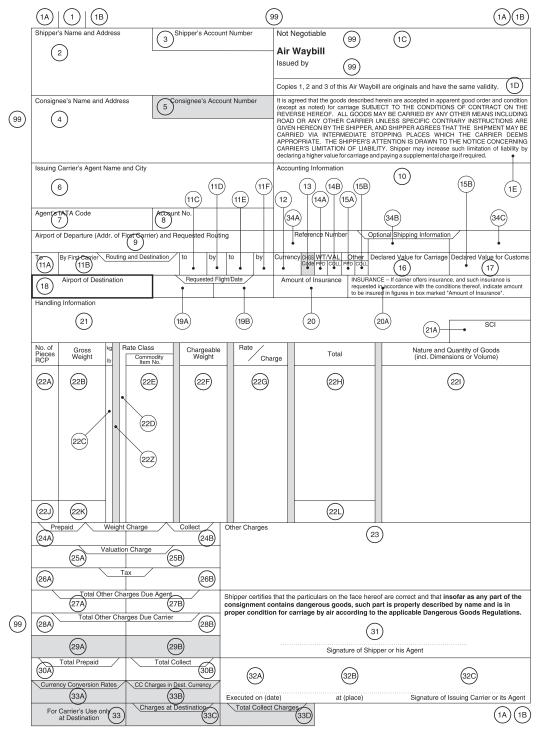
- **4.1.1** Where such information is provided by means of Electronic Data Interchange, it is the responsibility of the shipper or the shipper's agent to verify contents, accuracy and completeness of the EDI messages and subsequent messages according to the agreed standards and specifications.
- **4.1.2** 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'



ORIGINAL 3 (FOR SHIPPER)



#### **RESOLUTION 600a**

Attachment 'B' Appendix 'B'

#### ALTERNATIVE RATE CLASS LINE ENTRIES (see 2.18)

| No. of<br>Pieces<br>RCP<br>(22A) | Gross<br>Weight<br>(22B) | kg<br>lb<br>(22C) | Rate<br>Class<br>(22D) | Commodity<br>Item No.<br>(22E)                                                          | Chargeable<br>Weight<br>(22F)    | Rate/Charge<br>(22G)                                         | Total<br>(22H)      | Nature and<br>Quantity of<br>Goods<br>(22I) |
|----------------------------------|--------------------------|-------------------|------------------------|-----------------------------------------------------------------------------------------|----------------------------------|--------------------------------------------------------------|---------------------|---------------------------------------------|
| No. of pieces                    | Gross<br>weight          | K<br>or L         | М                      | _                                                                                       | Chargeable weight                | Minimum<br>charge                                            | Box 22G             | Nature of goods                             |
| No. of pieces                    | Gross<br>weight          | K<br>or L         | N                      | _                                                                                       | Chargeable weight                | Rate per unit<br>of weight                                   | Box 22F×<br>Box 22G | Nature of goods                             |
| No. of pieces                    | Gross<br>weight          | K<br>or L         | Q                      | _                                                                                       | Chargeable weight                | Rate per unit of weight                                      | Box 22F×<br>Box 22G | Nature<br>of goods                          |
| No. of pieces                    | Gross<br>weight          | К                 | В                      | _                                                                                       | Chargeable weight                | Basic charge                                                 | Box 22G             | Nature of goods                             |
| _                                | _                        | _                 | К                      | _                                                                                       | Chargeable weight                | Rate per<br>kilogram                                         | Box 22F×<br>Box 22G | Nature of goods                             |
| No. of pieces                    | Gross<br>weight          | K<br>or L         | С                      | Commodity item number                                                                   | Chargeable weight                | Rate per unit of weight                                      | Box 22F×<br>Box 22G | Nature<br>of goods                          |
| No. of pieces                    | Gross<br>weight          | K<br>or L         | R                      | Applicable rate class code followed by reduced percentage applicable to charge          | Chargeable weight                | Reduced charge                                               | Box 22G             | Nature<br>of goods                          |
| No. of pieces                    | Gross<br>weight          | K<br>or L         | R                      | Applicable rate class<br>code followed by<br>reduced percentage<br>applicable to rate   | Chargeable<br>weight             | Reduced rate per unit of weight                              | Box 22F×<br>Box 22G | Nature<br>of goods                          |
| No. of pieces                    | Gross<br>weight          | K<br>or L         | S                      | Applicable rate class code followed by increased percentage applicable to charge        | Chargeable<br>weight             | Surcharged charge                                            | Box 22G             | Nature<br>of goods                          |
| No. of pieces                    | Gross<br>weight          | K<br>or L         | s                      | Applicable rate class<br>code followed by<br>increased percentage<br>applicable to rate | Chargeable weight                | Surcharged rate per unit of weight                           | Box 22F×<br>Box 22G | Nature<br>of goods                          |
| No. of pieces                    | Gross<br>weight          | K<br>or L         | U                      | Commodity item number                                                                   | Chargeable weight                | Rate per unit<br>of weight                                   | Box 22F×<br>Box 22G | Nature of goods                             |
| No. of pieces                    | Gross<br>weight          | K<br>or L         | U                      | Commodity item number                                                                   | Pivot weight                     | Pivot charge                                                 | Box 22G             | Nature of goods                             |
| No. of pieces                    | Gross<br>weight          | K<br>or L         | U                      | Commodity item number                                                                   | Chargeable weight                | Flat charge                                                  | Box 22G             | Nature of goods                             |
| _                                | _                        | _                 | E                      | _                                                                                       | Weight in excess of pivot weight | Over pivot<br>rate per<br>unit of weight                     | Box 22F×<br>Box 22G | Nature<br>of goods                          |
| _                                | ULD<br>tare<br>weight    | _                 | X                      | ULD rate<br>class type                                                                  | ULD tare<br>weight<br>allowance  | _                                                            | _                   | ULD ID code                                 |
| _                                | _                        | _                 | Y                      | _                                                                                       | Chargeable<br>weight             | A minus<br>symbol<br>followed by<br>ULD flat<br>discount     | Box 22G             | Nature<br>of goods                          |
|                                  |                          |                   |                        |                                                                                         | Chargeable                       | A minus<br>symbol<br>followed by<br>ULD discount<br>per unit | Box 22F×            | Nature                                      |
| _                                |                          |                   | Y                      | <del>_</del>                                                                            | weight                           | of weight<br>Weight                                          | Box 22G             | of goods                                    |
| _                                | _                        | K<br>or L         | W                      |                                                                                         | Gross<br>weight                  | increase per<br>unit of weight                               | Box 22F×<br>Box 22G | Nature of goods                             |
| Rate combination point           |                          |                   | Boxe                   | s 22B to 22I to be completed when a                                                     | applicable. Cannot he            | placed as first ratin                                        | ia line entrv.      |                                             |
| 22J                              | 22K                      | _                 | _                      |                                                                                         | _                                |                                                              | 22L                 | 221                                         |
| Total<br>Number<br>of pieces     | Total<br>gross<br>weight |                   |                        |                                                                                         | _                                |                                                              | Total<br>charge     | Nature<br>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                                                            |
| СВ          | 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 |
| СН          | 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          | Documenation      | 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                                                     |
| НВ          | 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                                                           |



### Resolution 600a—Attachment 'B', Appendix 'C'

| 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          |



### Cargo Agent's Handbook—Resolution 807—China

| 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 <sub>2</sub> 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'

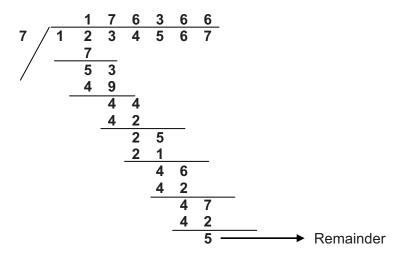
Appendix 'D'

#### **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;



- 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 characteristic 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

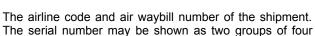
- **3.1** The circled numbers to the right of the titles below, correspond with the numbers in the boxes of the specimen label illustrated in Attachment 'C' of this Resolution.
- **3.2** Completion of the mandatory boxes on the labels shall be as shown below:

### 3.2.1 Airline Name

The airline name.

digits.

### 3.2.2 Air Waybill Number (2)



### 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.

<sup>\*</sup> 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

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



The total number of pieces comprising the shipment being shipped under this house waybill.

#### 3.3.12 Total Weight of HWB Pieces



The total weight of pieces represented by the house waybills, together with the unit of weight (K or L).

#### 3.3.13 Product Name



The marketing name associated with the type of freight movement.

#### 3.3.14 Other Information



Information which may be added at the user's discretion.

#### 3.3.15 Secondary Bar Code



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
- 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 (× 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:

Top quiet zone: minimum 2.54 mm (0.1 in)



Bar code:

21.6 mm (0.85 in)

Bottom quiet zone:

minimum 6.35 mm (0.25 in)

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 ( $\frac{1}{2}$  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<br>(Cargo-IMP<br>Standard) |
|----------------------------------------|------------|-----------------------------------|
| Destination                            | D          | aaa                               |
| Total No. of Pieces                    | Р          | n[4]                              |
| Transfer Points                        | С          | aaa                               |
| Weight of this Piece                   | W          | n[7]p                             |
| Total Weight of this Shipment          | Т          | n[7]p                             |
| Handling Information                   | В          | t[38]                             |
| Origin                                 | 0          | aaa                               |
| HWB No.                                | Н          | m[112]                            |
| HWB Piece No.                          | Υ          | n[4]                              |
| Total No. of HWB Pieces                | S          | n[4]                              |
| Total Weight of HWB Pieces             | Α          | n[7]p                             |
| Carrier/Customer Specific Information* | Z          | t(165)                            |
| Unique Piece Identifier                | J          | t(135)                            |

#### **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:

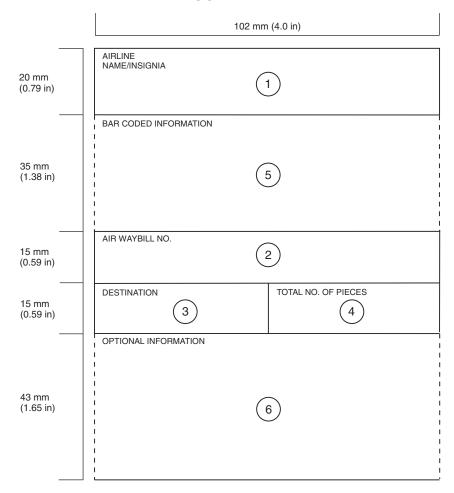


 <sup>\*</sup> Encoding of carrier-/customer-specific information must be the last data encoded.

#### **RESOLUTION 606**

#### Attachment 'C'

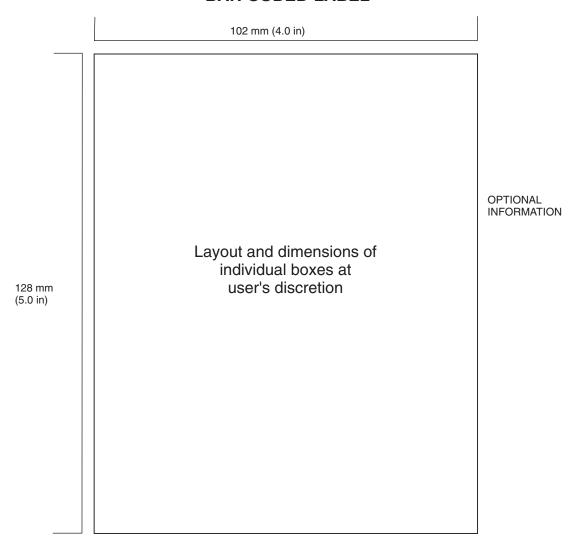
#### **BAR CODED LABEL**



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'

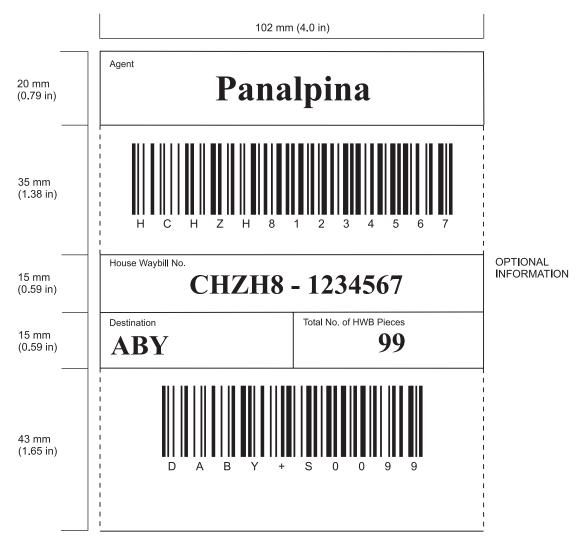
### **BAR CODED LABEL**



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;
- \* This Resolution is in the hands of all IATA Cargo Agents.

- **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

The airline name.

### 3.2.2 Air Wavbill Number

The air waybill number of the shipment. The serial number may be shown as two groups of four digits.

### 3.2.3 Destination



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.



### 3.2.4 Total No. of Pieces

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

The airline insignia.

### 3.3.2 Transfer Points

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 threeletter city code may be used.

## 3.3.3 Piece Number

The air waybill piece number.

## 3.3.4 Weight of this Piece

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

The total weight of the shipment, together with the unit of weight (K or L).

## 3.3.6 Handling Information

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

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

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



Information which may be added at the user's discretion.



### **RESOLUTION 606a**

### Attachment 'A'

#### **NON-BAR CODED LABEL**

| AIRLINE<br>NAME/INSIGNIA                    | (optional)                                     |
|---------------------------------------------|------------------------------------------------|
| AIR<br>WAYBILL<br>NO.                       |                                                |
| DESTINATION                                 | TOTAL<br>NO. OF<br>PIECES                      |
| TRANSFER<br>POINTS (optional)               | PIECE<br>NUMBER (optional)                     |
| WEIGHT OF (optional)<br>THIS PIECE          | TOTAL (optional)<br>WEIGHT OF<br>THIS SHIPMENT |
| HANDLING<br>INFORMATION                     | (optional)                                     |
| HWB<br>NO. (optional)                       | HWB<br>PIECE NO. (optional)                    |
| ORIGIN (optional)                           | TOTAL<br>NO. OF<br>HWB PIECES (optional)       |
| TOTAL<br>WEIGHT OF<br>HWB PIECES (optional) | PRODUCT<br>NAME (optional)                     |
| OTHER<br>INFORMATION                        |                                                |

Note: Each box appearing on the label must be titled.

### **RESOLUTION 606a**

### Attachment 'B'

#### **NON-BAR CODED LABEL**

| AIRLINE<br>NAME/INSIGNIA                       |    | (optional)                                        | 1   |
|------------------------------------------------|----|---------------------------------------------------|-----|
| AIR<br>WAYBILL<br>NO.                          |    |                                                   | 2   |
| DESTINATION                                    | 3  | TOTAL<br>NO. OF<br>PIECES                         | 4   |
| TRANSFER<br>POINTS<br>(optional)               | 5  | PIECE<br>NUMBER<br>(optional)                     | 6   |
| WEIGHT OF<br>THIS PIECE<br>(optional)          | 7  | TOTAL<br>WEIGHT OF<br>THIS SHIPMENT<br>(optional) | 8   |
| HANDLING<br>INFORMATION                        |    | (optional)                                        | 9   |
| HWB<br>NO.<br>(optional)                       | 10 | HWB<br>PIECE NO.<br>(optional)                    | 11) |
| ORIGIN<br>(optional)                           | 12 | TOTAL<br>NO. OF<br>HWB PIECES<br>(optional)       | 13  |
| TOTAL<br>WEIGHT OF<br>HWB PIECES<br>(optional) | 14 | PRODUCT<br>NAME<br>(optional)                     | 15  |
| OTHER<br>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

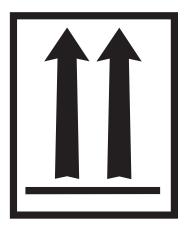
Type: B

#### 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) height.

Language: Carrier's name only (optional).

<sup>\*</sup> This Resolution is in the hands of all IATA Cargo Agents.





Name of Label: Fragile.

Red with white symbol and printing. Dimensions Description:

not less than 74 mm (2 15/16 in) in width by

105 mm (4 1/8 in) in height.

Carrier's name only (optional) and the word Language:

"Fragile" in not more than two languages.

### **RESOLUTION 612**\*

### SHIPPER'S REQUEST FOR CHANGES TO AIR WAYBILL AND SHIPMENT **RECORD AMOUNTS**

CSC(10)612 Expiry: Indefinite CSC(19)612 Type: B

RESOLVED that:

#### PREPAID/COLLECT PAYMENT OF TRANSPORTATION CHARGES

A request to change transportation charges from collect to prepaid or vice versa, shall be made by the shipper or his agent in writing prior to delivery of the consignment to the consignee or his agent.

#### 2. DISBURSEMENT AMOUNT

A request to change disbursement(s) amount(s) shall be made by the shipper or his agent in writing prior to delivery of the consignment to the consignee or his agent.

#### **DECLARED VALUE FOR CARRIAGE**

A request for a change of the declared value for carriage amount shall be made by the shipper or his agent in writing prior to departure from the airport of origin of the consignment. The declared value for carriage entered on the air waybill or in the shipment record shall not be amended after dispatch of the consignment from the airport of departure shown on the air waybill or in the shipment record.

#### AMOUNT OF INSURANCE

A request for a change of the amount of insurance shall be made by the shipper or his agent in writing prior to departure from the airport of origin of the consignment. The amount of insurance entered on the air waybill or in the shipment record shall not be amended after dispatch of the consignment from the airport of departure shown on the air waybill or in the shipment record.

### CHANGE OF AN AIR WAYBILL OR SHIPMENT RECORD AMOUNT

Notwithstanding the provisions specified above, shipper's request for change of an air waybill or shipment record amount will only be dealt with by carrier subject to timely settlement of all corrective action required by the appropriate department(s) of the delivering and/or issuing carrier concerned. In case the air waybill or shipment record cannot be altered before dispatch from the airport of departure, it will be (considered to be) amended only

<sup>\*</sup> 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 Expiry: Indefinite CSC(19)614 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.

<sup>\*</sup> 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'<sup>1</sup>.
- **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)

<sup>\*</sup> This Resolution is in the hands of all IATA Cargo Agents.

<sup>&</sup>lt;sup>1</sup> Attachment 'A' has been promulgated by IATA as a separate document.

<sup>&</sup>lt;sup>2</sup> The States concerned are the States of origin, transit, overflight and destination of the consignment and the State(s) of the operator.

<sup>\*</sup> This Resolution is in the hands of all IATA Cargo Agents.

<sup>&</sup>lt;sup>1</sup> 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'<sup>1</sup>, 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.

<sup>\*</sup> This Resolution is in the hands of all IATA Cargo Agents.

<sup>&</sup>lt;sup>1</sup> Attachment 'A' has been promulgated by IATA as a separate document.

### **RESOLUTION 671**

### Attachment 'A'

#### **CARGO EDI MESSAGE REQUEST FORM**

| DATE OF SUBMISSIO     | N:                                            |            | LOG NO: YY-X nnn *                                                                                                                                 |
|-----------------------|-----------------------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| NAME OF MESSAGE:      |                                               |            |                                                                                                                                                    |
| AMENDMENT: [ ]        |                                               | OR         | NEW MESSAGE: [ ]                                                                                                                                   |
| ORIGINATOR:           |                                               |            | AIRLINE OR ORGANISATION                                                                                                                            |
| HISTORY:              |                                               |            |                                                                                                                                                    |
| PRIOR APPROVALS:      |                                               |            |                                                                                                                                                    |
| BUSINESS NEEDS/FU     | JNCTIONALITY:                                 |            |                                                                                                                                                    |
| JUSTIFICATION:        |                                               |            |                                                                                                                                                    |
| IF CARGO-FACT, IS N   | MESSAGE UN/EDIFACT COMPLIA                    | ANT?[]     |                                                                                                                                                    |
| IS PROPOSAL COMM      | IUNICATIONS RELATED? [ ]                      |            |                                                                                                                                                    |
| IMPLEMENTATION P      | LAN (INCLUDING DATES):                        |            |                                                                                                                                                    |
| DATE:                 |                                               |            |                                                                                                                                                    |
| APPROVED:             |                                               |            | PRIORITY:                                                                                                                                          |
| REJECTED AND REA      | SON:                                          |            |                                                                                                                                                    |
| * YY = year;          | X = N for new messages; X = C for amendments; |            | nnn = sequentially assigned number                                                                                                                 |
|                       | X - O for afficients,                         |            | Example: 94-C-001                                                                                                                                  |
| ASSIGNMENT OF C       | OPYRIGHT                                      |            |                                                                                                                                                    |
| Submission, all right |                                               | ch literar | est hereby assigns and transfers, as of the above Date of y work, unto International Air Transport Association (IATA). such work in favor of IATA. |
|                       |                                               |            | Owner of copyright or its duly authorized agent                                                                                                    |
| Name:                 |                                               |            |                                                                                                                                                    |
| Title:                |                                               |            |                                                                                                                                                    |



### **CARGO EDI DATA REQUIREMENTS FORM**

|         |                  |      |        |           |      | Repeat Information |       |        |
|---------|------------------|------|--------|-----------|------|--------------------|-------|--------|
| Data ID | Data Description | Form | Status | Condition | Note | Data               | Times | Within |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |
|         |                  |      |        |           |      |                    |       |        |

#### 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**

|         |                              |      |        |                    |      | Repeat Informat |       |        |
|---------|------------------------------|------|--------|--------------------|------|-----------------|-------|--------|
| Data ID | Data Description             | Form | Status | Condition          | Note | Data            | Times | Within |
| Α       | AGENT DATA                   |      | M      |                    |      | A–H             | U     |        |
| 1       | Agent's Code                 | n7   | M      |                    |      |                 |       |        |
| 2       | Agent's CASS Address         | n4   | М      |                    |      |                 |       |        |
| 3       | Agent's Reference            | t14  | 0      |                    |      |                 |       |        |
| В       | AWB DATA                     |      | М      |                    |      | B-H             | U     | A-H    |
| 4       | Airline's Code               | n3   | М      |                    |      |                 |       |        |
| 5       | AWB Serial Number            | n8   | М      |                    |      |                 |       |        |
| 6       | AWB Origin                   | a3   | М      |                    |      |                 |       |        |
| 7       | AWB Destination              | a3   | М      |                    |      |                 |       |        |
| 8       | Unit of Weight (K or L)      | a1   | М      |                    |      |                 |       |        |
| 9       | Weight                       | d7   | М      |                    |      |                 |       |        |
| 10      | Date (DMY) of AWB Issue      | an7  | М      |                    |      |                 |       |        |
| 11      | Currency Code                | a3   | М      |                    |      |                 |       |        |
| 12      | Conversion Rate              | d11  | 0      |                    |      |                 |       |        |
| 13      | AWB Indication               | a2   | 0      |                    |      |                 |       |        |
| 14      | Agent's Reference            | t14  | 0      |                    |      |                 |       |        |
| С       | CHARGES DATA                 |      | М      |                    | 1    |                 |       |        |
| 15      | Charge                       | d12  | М      |                    |      | 15–16           | 4     | С      |
| 16      | Prepaid/Collect Indicator    | a1   | М      |                    |      |                 |       |        |
| D       | BILLING DATA                 |      | М      |                    |      |                 |       |        |
| 17      | Net Billing Amount           | d12  | М      |                    |      |                 |       |        |
| 18      | Net Credit Indicator         | a1   | 0      |                    |      |                 |       |        |
| E       | TAX DATA                     |      | 0      |                    |      |                 |       |        |
| 19      | Tax Calculation Indicator    | a1   | С      | 20-23 excluded     |      |                 |       |        |
| 20      | Tax Identification           | a2   | С      | 19 excluded        |      | 20–23           | U     | Е      |
| 21      | Tax Entitlement Indicator    | a1   | С      | 19 excluded        |      |                 |       |        |
| 22      | Tax Amount                   | d12  | С      | 19 excluded        |      |                 |       |        |
| 23      | Tax Credit Indicator         | a1   | 0      |                    | 2    |                 |       |        |
| F       | COMMISSION DATA              |      | 0      |                    |      |                 |       |        |
| 24      | No Commission Indicator      | a1   | С      | 25 and 26 excluded |      |                 |       |        |
| 25      | Commission Amount            | d12  | С      | 24 and 26 excluded |      |                 |       |        |
| 26      | Commission Percentage        | d12  | С      | 24 and 25 excluded |      |                 |       |        |
| G       | SALES DATA                   |      | 0      |                    |      |                 |       |        |
| 27      | Sales Incentive Amount       | d12  | 0      |                    |      |                 |       |        |
| 28      | Negative Incentive Indicator | a1   | 0      |                    | 3    |                 |       |        |
| Н       | FREE TEXT DATA               |      | 0      |                    |      |                 |       |        |
| 29      | Free text                    | t65  | 0      |                    |      | 29              | 3     | Н      |

**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 801a(II) CARGO AGENCY AGREEMENT (II)

CAC1(34)801a (except USA) (amended)

Expiry: Indefinite Type: B

CAC2(34)801a (amended) CAC3(34)801a (amended)

RESOLVED that, the following form of Cargo Agency Agreement (version II) is adopted, with an implementation

date to be decided by the Cargo Agency Conference:

#### **CARGO AGENCY AGREEMENT**

AN AGREEMENT made this ... day of ... 20 ... BETWEEN each IATA Member (hereinafter called 'Carrier') which thereafter appoints the Agent as provided in the Cargo Agency Rules, represented by the Director General of IATA or his authorised representative acting for and on behalf of such IATA Members AND .... having its principal office at ..... (hereinafter called 'the Agent') with respect to the promotion and sale of international air cargo transportation (hereinafter referred to as 'air cargo transportation') within ... (specific country of the Agent) (hereinafter called 'the Specified Country') and the handling and delivery to Carriers of cargo consignments within the Specified Country and at the following airport(s) in (a) country(ies) immediately adjacent to the Specified Country .....

#### WHEREBY IT IS AGREED AS FOLLOWS:

#### 1. Effectiveness

this Agreement shall become effective between the Agent and a Carrier upon appointment of the Agent by such Carrier in accordance with the Cargo Agency Rules in effect in all countries except USA. A Carrier may appoint the Agent by means of individual appointment or by general concurrence. Upon coming into effect this Agreement, including any amendments thereto, shall have the same force and effect between the Carrier and the Agent as though they were both named herein and had both subscribed their names as parties hereto.

# 2. Rules, Resolutions and Provisions Incorporated in Agreement

- **2.1(a)** the terms and conditions governing the relationship between the Carrier and the Agent are set forth in the Resolutions (and other provisions derived therefrom) contained in the Cargo Agent's Handbook ('the Handbook') as published from time to time under the authority of the Agency Administrator and attached to this Agreement. The Handbook incorporates:
- 2.1(a)(i) the Cargo Agency Rules,
- **2.1(a)(ii)** other applicable IATA Resolutions.
- 2.1(b) Such Rules, Resolutions and other provisions as amended from time to time are deemed to be incorporated in this Agreement and made part hereof and the



Carrier and the Agent agree to comply with them. Any amendment to such Rules and Resolutions shall be subject to a consultative process which forms part of the machinery used to amend such Rules and Resolutions and is described in the Handbook;

- **2.2** the Agent acknowledges that it has received a copy of the current edition of the Handbook and has acquainted itself with the contents thereof;
- **2.3** the Agency Administrator shall provide the Agent with subsequent editions of the Handbook and all amendments thereto. The Agent shall be notified of any amendments to the contents of the Handbook and such amendments shall be deemed to be incorporated herein;
- **2.4** the terms and expressions used in this Agreement shall, unless the context otherwise requires, have the meanings respectively provided for in the Cargo Agency Rules. In the event of any conflict, contradiction or inconsistency between any provisions with which the Agent is required to comply under Subparagraph 2.1 this Paragraph, and any of the provisions of this Agreement, the provisions of this Agreement shall prevail.

#### 3. Scope of Agent's Authority

- **3.1** the authority of the Agent to represent the Carrier shall be specifically limited to the authority expressly granted by this Agreement;
- **3.2** subject to the provisions of this Agreement, the Agent shall represent the Carrier in the sale of air cargo transportation 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;
- **3.3** 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 may thereafter be authorised by the Carrier;
- **3.4** when the Agent consolidates goods and delivers them in one consignment to the Carrier ready for carriage on behalf of a number of shippers or Agents, the provisions of this Agreement shall apply only in respect of the Air Waybill issued in the name of the Carrier and which covers the consolidated consignment.

#### 4. Observance of Laws and Regulations

the Agent shall observe all Government laws and regulations applicable to the sale of air cargo transportation, or to any other acts performed by the Agent under this Agreement.

#### 5. General Provisions

**5.1** the Agent undertakes that the sale of air cargo transportation 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 transportation as published in the Carrier's Conditions of Carriage or in its

tariffs, timetables, notices, instructions and elsewhere unless otherwise agreed between the Carrier and the Agent. The Carrier shall furnish the Agent with the necessary information;

- **5.2** the Agent undertakes to maintain at all places where it makes air cargo ready for carriage the premises, staff and equipment required by the Cargo Agency Rules;
- **5.3** the Agent shall adhere to security control measures as prescribed by the responsible authority(ies), and shall also adhere to any other such measures that may be required under IATA Resolutions and are stipulated in the Handbook;
- **5.4** the Agent shall not in any manner vary or modify the terms and conditions set forth in any documents and instructions of the Carrier;
- **5.5** the Agent shall transmit to the Carrier such specific requests or particulars 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 should be in conformity with established industry standards;
- **5.6** the Agent shall ensure that consignments are delivered to the Carrier at any Airport designated by the Carrier for general acceptance of all consignments properly packed, marked, documented, addressed and labelled in accordance with applicable IATA Resolutions so as to be ready for carriage;
- **5.7** if the Agent accepts goods for carriage by air without the carrier(s) being specified, the Agent shall be liable for such goods until they have been delivered to the Carrier;
- **5.8** the Agent shall maintain adequate insurance where available to cover its liability under this Agreement for loss of or damage to shippers' cargo;
- **5.9** the Agent shall not accept for delivery to the Carrier a consignment consisting of or containing a commodity classified as dangerous goods according to the current edition of the IATA Dangerous Goods Regulations without a certificate in the IATA agreed form signed by the shipper stating that the commodity is properly described by name and is packed, marked and labelled and is in proper condition for carriage by air according to the IATA Dangerous Goods Regulations. The Agent or the staff employed by the Agent 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.

#### 6. Agency Designation

**6.1** the Agent may represent itself on letterheads, advertising, telephone listings and classifications, office signs, and otherwise as an 'Agent' or '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 a Member;

**6.2** the name(s) under which the activities of the Agent are conducted, or under which any of its offices are operated, shall only be such as is set forth in this Agreement, is registered with IATA and appears on the Cargo Agency List.

# 7. Advertising and Publicising the Members's Services

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 such Carrier may supply; provided that any such material of a permanent or valuable nature and so designated by the Carrier shall remain the property of such Carrier.

#### 8. Custody and Execution of Air Waybills

- **8.1** Air Waybills shall be executed by the Agent only in such country for which the Agent is duly registered with IATA and appears on the Cargo Agency List. The Carrier shall, upon presentation of any such Air Waybills, properly executed by the Agent hereunder, and upon surrender of the Carrier's copies of such Air Waybills, accept the consignments therein described for air cargo transportation by the Carrier;
- **8.2** the Agent shall be responsible for the safe custody and care of Air Waybills and Air Waybill serial numbers supplied to the Agent for use in an electronic environment which it may use to cover transportation under this Agreement while they are in its 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 agent;
- **8.3** the Carrier's Air Waybills supplied to the Agent and Air Waybill serial numbers supplied to the Agent 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 Agent, and the Agent 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 Agent return such documents, and the Agent agrees to surrender these documents forthwith to the Carrier; furthermore, the Carrier may, at any time at its sole discretion, require the Agent to cease and desist from issuing Neutral Air Waybills in the Carrier's name;
- **8.4** the Agent shall not execute Air Waybills supplied by the Carrier in connection with the sale of air cargo transportation offered by any other air carrier unless the Carrier has so authorised the Agent in writing;
- **8.5** the Agent shall not execute the Air Waybill until the complete consignment has been received by the Agent.

# 9. Monies Due by Agents to Members—Remittance

**9.1/9.1.1** the Agent shall be responsible for the payment of any and all monies due to the Carrier under this Agreement resulting from the issuance of any

transportation documents in the name of the Carrier and/or from the sale of any ancillary services under this agreement;

- **9.1.2** the responsibility for payment pursuant to Subparagraph 9.1.2 shall apply whether or not such monies have been collected by the Agent;
- **9.2/9.2.1** such monies, including applicable commission which the Agent is entitled to claim thereunder, are and remain the property of the Carrier;
- **9.2.2** such monies shall be held by the Agent in trust for the Carrier or on behalf of the Carrier until satisfactorily accounted for to the Carrier and settlement made in accordance with the Cargo Agency Rules, even though, pursuant to such Rules, the Agent may have been authorised to retain temporary custody of such monies;
- **9.2.3** the Carrier may, subject to applicable currency regulations, designate the currencies in which remittances are to be made. Unless otherwise instructed by the Carrier, the Agent shall be entitled to deduct from remittances the applicable commission to which it is entitled hereunder.

#### 10. Settlement

- **10.1** the Agent shall remit to the Carrier such monies at such times and under such conditions as the Carrier may designate from time to time, in writing, in accordance with the provisions of the Cargo Agency Rules;
- **10.2** in the event that the Agent is declared bankrupt, placed in receivership or judicial administration, goes into liquidation, or becomes subject to a similar legal procedure affecting the normal operation of the Agent, all monies due in connection with this Agreement shall be settled immediately.

#### 11. Refunds

the Agent shall make refund only on written instructions of the Carrier and against the receipt of the person authorised to receive the refund in accordance with the tariffs, rules, regulations and instructions issued by the Carrier, and shall not assess or withhold from the refund payee any amount as a service charge or otherwise.

#### 12. Remuneration

the Carrier shall remunerate the Agent for services rendered under this Agreement, in a manner and amount as stated from time to time and communicated to the Agent by the Carrier.

# 13. Transfer, Assignment, Change of Legal Status, Ownership, Name or Address

- **13.1** this Agreement, and the right to any remuneration payable hereunder shall not be assigned or otherwise transferred in whole or in part by the Agent to any other person or persons;
- **13.2** in the event that the Agent proposes to effect any change(s) in the legal status, ownership, name and/or address (within the meaning of these expressions as



used in the Cargo Agency Rules) the Agent undertakes to comply with the detailed procedures as set forth in Section 5 of those Rules.

#### 14. Termination

- **14.1** this Agreement may be terminated without prejudice to fulfilment by each party of all obligations accrued prior to the date of termination:
- **14.1.1** as between the Agent and the Carrier, at any time but not less than 15 days notice in writing by either party to the other;
- **14.1.2** as between the Agent and all the Carriers:
- **14.1.2(a)** by notice in writing from the Agent to the Agency Administrator to take effect immediately on its receipt, or on such later date as may be stated in the notice;
- **14.1.2(b)** pursuant to a decision of the Agency Commissioner, the Agency Administrator or an Arbitration Board in accordance with the Cargo Agency Rules, by notice in writing given to the Agent by the Agency Administrator acting on behalf of the Carriers, to take effect in accordance with the Cargo Agency Rules;
- 14.2 upon termination of the Agreement, the Agent shall immediately return all unused Air Waybills held by the Agent and effect immediate settlement of all monies due and payable under the terms of this Agreement substantiated by complete and satisfactory accounting therefor. The Agent shall be liable for any loss or damage suffered by the Carrier arising out of the loss or misuse by the Agent of such Air Waybills, or the misuse by the Agent of any Air Waybill serial numbers supplied to the Agent for use in an electronic environment, which were in the possession of the Agent at the termination of the Agreement and were not duly returned.

#### 15. Arbitration

if any matter is reviewed by arbitration pursuant to the Cargo Agency Rules, the Agent hereby submits to arbitration in accordance with such Rules and agrees to observe the procedures therein provided and to abide by any arbitration award made thereunder.

#### 16. Indemnities and Waiver

- **16.1** the Carrier agrees to indemnify and hold harmless the 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 Agent 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 Agent, its officers or employees;
- **16.2** the 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 of the Agent, 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;

16.3 the Agent recognises that the Carrier, other Members of IATA, the Director General, the Agency Administrator, the Agency Commissioner and the CASS Management are required under the Cargo Agency Rules to issue notices, give directions, and take other action under those Rules, including in the circumstances therein provided giving notices of irregularity and default, notices of alleged violations, and notices of grounds for removing an Agent from the Cargo Agency List or for reprimanding an Agent. The Agent hereby waives any and all claims and causes of action against the Carrier, other Members of IATA, 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 Cargo Agency Rules and indemnifies them against any such claims by the Agent's officers or employees.

#### 17. Agency Fees

the Agent shall pay to IATA agency fees in the amount and within the time prescribed in accordance with the Cargo Agency Rules.

#### 18. Notices

- **18.1** all notices to be sent under this Agreement from the Carrier or from the Agency Administrator to the Agent, or from the Agent to the Carrier or to the Agency Administrator shall be sufficient if sent by any means that provides proof of despatch or receipt addressed, as appropriate to:
- **18.1.1** the chief executive officer at the principal office of the Agent
- **18.1.2** the principal office of the Carrier
- **18.1.3** the Agency Administrator at the address shown in this Agreement, which address may be changed by notice given in writing from time to time to the Agent by the Agency Administrator.

#### 19. Applicable Law

this Agreement shall in all respects be governed by and interpreted in accordance with the law of the Specified Country as indicated in the preamble to this Agreement.

#### 20. Severability

if any provision of this Agreement is held to be invalid, this shall not have the effect of invalidating the other provisions which shall nevertheless remain binding and effective between the parties.

#### 21. Other Agreements Superseded

this Agreement shall supersede any and all prior Cargo Agency Agreements between the parties hereto without prejudice to such rights and liability as may exist at the date hereof.



Director General of the International Air Transport Association acting as agent for the Carriers referred to in the preamble hereto.

| by(Authorized Representative) |                          |
|-------------------------------|--------------------------|
| Agent                         | WITNESS                  |
| by(Signature)                 | (Signature)              |
| (Name, typed or printed)      | (Name, typed or printed) |
| (Title or capacity)           |                          |
| (Full address of the Agency)  |                          |

Note: Where in accordance with local law, execution of the 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.

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 Pro-

#### **GOVERNMENT RESERVATIONS**

#### ITALY

As far as the rules of Resolution 821 (now 801a) are concerned, the extension Italy, on ground of the particular rules relating to such matter, is to be considered to cover also the territories of the Vatican City and the Republic of S. Marino.

#### **SWITZERLAND**

Paragraph 16 (now Paragraph 20)

The law applicable to passenger or cargo agency agreements concluded between a carrier having a legal domicile in Switzerland and a Swiss Agent shall be Swiss Law.

# RESOLUTION 801c IATA/FIATA CONSULTATIVE COUNCIL

CAC(MV C107)801c (except Expiry: Indefinite USA) (amended) Type: B
CAC(MV C107)801c (amended)
CAC(MV C107)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

 $\otimes$ 

2.1 The Council is composed of:

 $\triangle$  6 IATA Members and 6 FIATA Members;

 $\triangle$  **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 of be elected from persons 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.

#### **PROCEDURES**

 $\triangle$  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;

 $\triangle$  3.2 the Council shall elect its own Chairman, for a twoyear term. The position of Chairperson shall be nonvoting. 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 guorum 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.

#### **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)801r (except Expiry: Indefinite USA) (amended) Type: B CAC(MV C108)801r (amended) CAC(MV C108)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.

#### 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 approriate 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 supension, 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 Chairman 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/Intermedairy 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 stablished 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/Intermedairy 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;
- 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/Intermedairy. 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 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 OVER-SEAS 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 Chairman 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 fulfilment 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/Intermediay 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 Resolutions 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 outstandings, 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 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 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 outstandings, 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 3.3.2 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   |
|--------------------------|-----------------------|-------------------------------------------|----------------|
| GLOBAL STANDARD          | 1 and 2 times monthly | 7, 15, 28-30 days                         | 5-10 days      |
| Region LATAM             | 2 times               | 15 days                                   | 5 days         |
| Brazil (Import)          | 2 times               | 15 days                                   | 5 days         |
| Canada                   | 2 times               | 30 days                                   | 5 days         |
| Chile**                  | 2 times               | 15 days                                   | 5 days         |
| Ecuador                  | 2 times               | 15 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'

| l ~                                                                                                                    |                           |                                    |                         |                                  |         | LES INVOIC           |       |                      |                   | Invoid | ce No/Date | ,                      |
|------------------------------------------------------------------------------------------------------------------------|---------------------------|------------------------------------|-------------------------|----------------------------------|---------|----------------------|-------|----------------------|-------------------|--------|------------|------------------------|
| Address _                                                                                                              |                           |                                    |                         |                                  | WORLD A | IRLINES 999          | O CUR | RENCY                |                   | Page   |            | _ of                   |
| -                                                                                                                      |                           |                                    |                         |                                  | Address |                      |       |                      |                   |        |            |                        |
| IATA Num                                                                                                               | eric Code                 |                                    |                         |                                  |         |                      |       |                      | BILLING           | PERIOD |            |                        |
| Air Waybill                                                                                                            | PREPAID                   | CHARGES                            | CHARGES                 | COLLECT                          |         | PREPAID CHUE AIRLINE |       |                      |                   |        |            |                        |
| Serial<br>Number<br>Origin<br>Code                                                                                     | Weight*<br>Charge         | Other<br>Charges<br>Due<br>Airline | Weight*<br>Charge       | Other<br>Charges<br>Due<br>Agent | А       | В                    | С     |                      |                   |        |            | Agent's<br>Information |
| (Optional)                                                                                                             | (2)                       | (3)                                | (4)                     | (5)                              | (6)     | (7)                  | (8)   | (9)                  | (10)              | (11)   | (12)       | (13)                   |
| •                                                                                                                      | ——— М                     | <br> andatory Colu<br>             | <br>mns<br> <br>        | -                                | ◀       |                      |       | <br>- Optional (<br> | <br>Columns —<br> |        |            | -                      |
| :                                                                                                                      |                           |                                    |                         |                                  |         |                      |       |                      |                   |        |            |                        |
| TOTALS                                                                                                                 |                           |                                    |                         |                                  |         |                      |       |                      |                   |        |            |                        |
|                                                                                                                        | RECAPI                    | TULATION                           | •                       |                                  |         |                      |       | •                    |                   |        | '          |                        |
| Total prepaid charges due Airline (Cols. 2 + 3)  Total remunerable sales (Cols. 2 + 4) CCY  Remuneration due Agent CCY |                           |                                    |                         |                                  |         |                      |       |                      | CC                | Y _    |            |                        |
|                                                                                                                        |                           | Other cl<br>MCO ar                 | harges due Ao<br>nounts | gent CCY<br>CCY                  |         |                      |       |                      | CC                | Y _    |            |                        |
|                                                                                                                        | NET DUE AIRLINE/AGENT CCY |                                    |                         |                                  |         |                      |       |                      |                   |        |            |                        |

<sup>\*</sup> Including valuation charges

<sup>\*\*</sup>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.

<sup>\*\*\*</sup>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 801z**

# BREACH OF CONTRACT LIABILITY APPLICABLE TO REGISTERED IATA CARGO AGENTS IN CHINA

CAC3(20)801z (China) Expiry: Indefinite Type: B

WHEREAS the laws of the People's Republic of China require all legal contracts between entities having their registered head offices in China to include a breach of liability and penalty clause, and without such clause such contracts are null and void, it is hereby

#### RESOLVED that:

1. the following clause shall be added to the Cargo Agency Agreement executed by registered IATA Cargo Agents in China:

If the contract is signed between a carrier having its registered head office in the People's Republic of China and a registered IATA Cargo Agent in China, then a clause with regard to breach of contract, regulated by the law of the People's Republic of China shall be included in such contract, failing which the contract shall be null and void.'

**2.** the following provision shall be added to Resolution 801, Cargo Agency Rules, Section 10, Review by Arbitration at Agent's Request, as new Paragraph 10.9, for application in China only:

'notwithstanding the provisions of this Section, in the event that a dispute arises between a registered IATA Cargo Agent in China and a Member having its head office in China, such dispute shall be settled in accordance with the Law of Arbitration promulgated by the People's Republic of China in 1994.'

# RESOLUTION 807 CARGO AGENCY RULES—CHINA

 $\wedge$ 

△ CAC3(MV C092, C110, C114)807 (amended)

Expiry: Indefinite

Type: B

WHEREAS, the Conference wishes to enable the Cargo Agency Programme to respond quickly to the changing needs of customers and evolving market place requirements in China and to allow Members ready access to all cargo agency outlets in the framework of a coherent cargo distribution system based on established business procedures, it is

RESOLVED that, the following Rules are adopted and shall be implemented upon notification by the Agency Administrator of the date of implementation recommended by the IATA Cargo General Assembly ('the Cargo General Assembly') which shall be authorised to meet upon this Resolution becoming effective;

#### 1. IATA CARGO GENERAL ASSEMBLY

#### 1.1 Composition

**1.1.1** each Member operating services or having their Air Waybills issued in China shall by notice to the Agency Administrator, nominate a person of senior management standing to serve as its representative on the Cargo General Assembly;

#### 1.2 Authority and Terms of Reference

- 1.2.1 the Cargo General Assembly may consider all aspects of the Cargo Agency Programme in the country and may make recommendations thereon in the form of agenda proposals to the Cargo Agency Conference which shall inform the Cargo General Assembly of action taken with reasons therefor. Conversely the Agency Administrator shall refer to the Cargo General Assembly for comments and recommendations all proposals submitted to the Cargo Agency Conference which fall within the Cargo General Assembly's authority;
- **1.2.2** the Cargo General Assembly is empowered to make final decisions in respect of the following provisions of the Cargo Agency Programme for China:
- 1.2.2(a)(i) financial standing,
- **1.2.2(a)(ii)** standards of staff competence, experience and knowledge of air cargo products,
- 1.2.2(a)(iii) suitability of premises, and
- 1.2.2(a)(iv) suitability of cargo handling equipment;
- **1.2.2(b)** provided that all decisions of the Cargo General Assembly shall be consistent with the terms of the Cargo Agency Agreement and shall be included in the applicable Cargo Agent's Handbook

#### 1.3 Procedures

the Cargo General Assembly shall meet at least once a year and shall elect its Chairman from is membership. Two thirds of the current membership shall constitute a quorum and all recommendations or decisions shall be taken by simple majority vote of the Cargo General Assembly membership. Written records shall be kept by the Secretary who shall be supplied by the Agency Administrator. Except as provided herein, the Cargo General Assembly shall establish its own procedures and submit a report of its activities to each meeting of the Conference.

#### 2. EXECUTIVE COUNCIL

#### 2.1 Constitution

the Cargo General Assembly shall elect a Cargo Executive Council—China to carry out such duties as are delegated to it by the Cargo General Assembly;

#### 2.2 Composition

- **2.2.1(a)** the Cargo Executive Council shall consist of 11 elected members comprising:
- 2.2.1(a)(i) three Members with head offices in China,
- **2.2.1(a)(ii)** six representatives of foreign air carriers elected/reelected biennially by the Cargo General Assembly, from those having designated a nominee,
- **2.2.1(a)(iii)** two representatives who are IATA Cargo Agents, designated by an association or associations recognised as a National Cargo Agents' Association or Associations, chosen from its Board of Directors, and if no such association exists, two representatives who are IATA Cargo Agents, designated by the Agency Administrator;
- **2.2.1(b)** provided that no Member or Airline shall have more than one representative on the Cargo Executive Council at any one time. The Agency Administrator shall be a non-voting ex-officio member of the Cargo Executive Council;

#### 2.3 Terms of Reference

the Cargo Executive Council shall meet on a regular schedule and make recommendations to the Cargo General Assembly to assist in the fulfilment of the terms of reference set forth in Subparagraph 1.2.1 of this Resolution

#### 2.4 Procedures

- **2.4.1** the Cargo Executive Council shall elect its own Chairman. The Secretary shall be supplied by the Agency Administrator and shall keep a written record of the meetings;
- **2.4.2** two-thirds of the current membership of the Cargo Executive Council shall constitute a quorum and decisions shall be taken by a two-thirds majority of members present at the meeting.

## 3. EFFECTIVENESS AND IMPLEMENTATION

notwithstanding Resolution 001, the following Resolutions shall become effective only if both such Resolutions become and remain effective:

CAC3(Mail A090)807

CAC3(Mail A090)811e

#### 4. AUTHORITY OF THE CONFERENCE

the Conference may at its discretion, expand, reduce or withdraw the authority delegated to the Cargo General Assembly for China pursuant to Subparagraph 1.2.1 of this Resolution.



#### **RESOLUTION 807**

#### Attachment 'A'

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**SECTION 1**—QUALIFICATIONS FOR REGISTRATION AND RETENTION

**SECTION 2—PROCEDURES** 

**SECTION 3**—COMMISSION/REMUNERATION

**SECTION 4**—MEASURES AFFECTING AN AGENT'S STANDING

**SECTION 5**—CHANGE OF OWNERSHIP, LEGAL STATUS, NAME OR ADDRESS

**SECTION 6—REVIEW BY AGENCY COMMISSIONER** 

SECTION 7—COLLECTION OF FUNDS; IRREGULARITIES AND DEFAULT (OTHER THAN UNDER CARGO ACCOUNTS SETTLEMENT SYSTEM—CASS-EXPORT)

SECTION 8—AIR WAYBILL TRANSMITTALS, BILLINGS, REMITTANCES AND COLLECTIONS DEFAULTS (UNDER CARGO ACCOUNTS SETTLEMENT SYSTEM—CASS-EXPORT)

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**SECTION 11—AGENCY FEES** 

**APPENDIX 1—NOTICE OF CHANGE** 

APPENDIX 2—CARGO SALES INVOICE/ADJUSTMENT

# Section 1—Qualifications for Registration and Retention

Any Person in possession of the appropriate official licences may become an IATA Cargo Agent by meeting the qualifications established from time to time and published in the Cargo Agent's Handbook and by submitting an application in the form prescribed by the Conference to the Agency Administrator. Such requirements and qualifications must continue to be met to ensure retention as an IATA Cargo Agent (in which event the term 'applicant' where used in this Section shall be understood to include an IATA Cargo Agent). When there are reasons to believe that an IATA Cargo Agent does not continue to meet such requirements and qualifications, the Agency Administrator shall on his own initiative, or may, at the request of any Member, initiate a review of the Agent by the Agency Commissioner.

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 as required to provide further information or additional purposes of overseeing sales in a defined territory).

#### 1.1 PROMOTION AND SELLING

the applicant must in such country:

- **1.1.1** maintain and operate at least one office (or a department of such an office) actively and principally engaged in the promotion and sale to the general public of international air cargo transportation over the lines of Members, and the handling of consignments therein,
- **1.1.2** have been so engaged for a period of at least 12 months prior to the date of application,
- **1.1.3** have adequate insurance to cover its liability for loss of or damage to shippers' cargo;

#### 1.2 PROCESSING AND HANDLING

at every office or warehouse where consignments are prepared and made ready for carriage, the applicant must offer the public the premises, staff and equipment necessary for the performance of the following functions as a minimum:

- **1.2.1** quoting Members' rates, charges and conditions pertaining to such rates and charges,
- **1.2.2** assisting customers in completing the required formalities for the transportation of cargo by air, including reservation services,
- **1.2.3** adhering to security control measures as prescribed by the responsible authority(ies), and supplemented from time to time by the Member. The Agency Administrator may, on his own initiative or at the request of a Member conduct an examination of Agent(s), to determine that such security control measures prescribed by the authorities are applied,



- **1.2.4** delivering (or arranging for delivery of) consignments to a Member at any Airport designated by the Member for general acceptance of all consignments ready for carriage,
- **1.2.5** accepting for carriage and delivering (or arranging for delivery) to a Member restricted articles in accordance with the applicable Dangerous Goods regulations,
- **1.2.6** collecting charges from customers, and remitting monies due to carriers:

#### 1.3 MINIMUM STAFF REQUIREMENT

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 Agent 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.

- **1.3.1** the applicant shall employ a minimum two full time competent persons qualified to provide the services and handling functions described in Subparagraph 1.2;
- **1.3.2** a minimum of one such competent person who also holds certification in respect of Dangerous Goods Acceptance described in Subparagraph 1.3.2(b) of this Resolution is present at all places where air cargo is made ready for carriage whenever such places are open for business, and the applicant must supply evidence that:
- **1.3.2(a)** two such persons 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 the Air Freight Institute of FIATA (AFI) or any other course acceptable to the Agency Administrator offered by an airline, commercial organization, or training institute;
- △ 1.3.2(b) two such persons at the time of application and at all times subsequent to registration, 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 recognized training course in Dangerous Goods Acceptance and passed a written examination based on that course;

for the purpose of this Resolution, a recognized training course means:

- $\triangle$  **1.3.2(b)(i)** an IATA Dangerous Goods Course,
  - **1.3.2(b)(ii)** a Member's course of formal instruction in Dangerous Goods Acceptance,
- △ 1.3.2(b)(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,
- △ 1.3.2(b)(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;
- △ 1.3.2(b)(v) the FIATA Dangerous Goods Training Course in Dangerous Goods Acceptance.
- △ 1.3.2(c) 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;
  - 1.3.2(d) failure to renew the certificate of Dangerous Goods course of training by a date specified by the Agency Administrator, with the result that the Agent no longer fulfils the conditions of this Subparagraph, shall be grounds for the Agency Administrator to remove the Agent from the Agency List;
  - **1.3.2(e)** validation of the training described in 1.3.2(b)(i) shall be by an examination set and marked by IATA whose certificate shall be issued to each successful examination candidate;
- △ 1.3.2(f) validation of the training described in 1.3.2(b)(ii) shall be by; an examination set and marked by the Member, or by the Dangerous Goods regulatory authority of the country concerned, where required. Such examination shall, as a minimum, be to the standard required by the Dangerous Goods regulatory authority of the country concerned; provided that the Member may elect to use the IATA examination in which case an IATA certificate will be issued to each successful candidate;
- △ 1.3.2(g) validation of training described in 1.3.2(b)(iii) shall be by an examination set by the Dangerous Goods regulatory authority of the country concerned, where required. In other cases the examination shall be to the standard required in accordance with the approval/certification of the ATS and/or CBTA Center;
  - **1.3.2(h)** the following details shall be published in advance by the organisers of instructional courses in the handling of Dangerous Goods, where the resulting certificate is to be relied upon for purposes of qualifying under these Rules:
  - course objectives,
  - detailed description of course contents,
  - training method used,



- testing methods and pass levels applied to validate results;
- **1.3.3(a)** the certificate awarded pursuant to Subparagraph 1.3.2(b) of this Paragraph shall include the name of the issuing authority and the date of issue, and shall confirm that:
- **1.3.3(a)(i)** the trainee has taken the examinations on the contents of the course, and has met the minimum standard required by the examination body;
- **1.3.3(a)(ii)** the certificate is valid for two years from the date of issue, or such other period as may be specified by the competent local authority.
- **1.3.3(b)** it being understood that, where the applicant's staff at such places is limited to three such persons, all three shall meet the requirements set forth in Subparagraph 1.3 of this Paragraph.
- △ 1.3.4 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 Responsible 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.

#### 1.4 FINANCIAL REQUIREMENTS

The late submission or failure by an Agent 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 Agent to promptly provide a financial security. In addition, the Agent may be subject to further measures for such late submission or continued non-compliance, as described in these provisions, including administrative charges.

**1.4.1** the applicant shall submit independently produced financial statements prepared in accordance with local accounting practices as specified by the Cargo General Assembly and published in the Cargo Agent's Handbook. Such statements shall be evaluated and found satisfactory pursuant to the methodology and standards established from time to time by the Cargo General Assembly and published in the Cargo Agent's Handbook. To obtain a satisfactory evaluation, the applicant must be able to provide accredited accounts showing satisfactory financial standing and ability to remain solvent and pay bills incurred by all its Offices/Warehouses listed in the IATA List of Cargo Agents. The applicant may be required to provide additional financial support in the form of a bank or insurance guarantee or as otherwise determined by the Cargo General Assembly. Failure on the part of an

Agent to renew, by its expiry date, any such bank or insurance bond or guarantee shall constitute grounds for the Agency Administrator to suspend the Agent from CASS, where applicable, and/or to initiate a review by the Agency Commissioner in accordance with Resolution 811e. In such event, the Agency Administrator shall so notify the Agent, all Members and where applicable, the ISS Management. If, prior to the review, the Agency Administrator receives evidence that such bank or insurance bonds or guarantees have been renewed as required, he shall terminate the review proceeding and the CASS suspension, where applicable, and so notify the Agent, all Members and, where applicable, the ISS Management;

- 1.4.2 the Agency Administrator shall, on his own initiative or at the request of a Member, conduct annual examinations of the financial standing of Agents. In addition he may, from time to time and not more than once annually, conduct examinations of the financial standing of all Agents in the country. He may request and the Agent concerned shall be under obligation to furnish, by the date specified in the Agency Administrator's letter of request, the documents deemed necessary by the Agency Administrator to conduct such examination. Failure by the Agent to submit such documents as prescribed shall be grounds for IATA to give the Agent 30 days to comply. Failure by the Agent to comply within 30 days shall be grounds for IATA to request a financial security from the Agent and to give the Agent written notice of removal from the Agency List, provided that if the Agent submits the required financial security prior to the removal date the removal shall not take effect. Where the Agency Administrator gives notice of removal under this provision, the notice shall specify the date at which it will be effective, which shall not be before the date specified in clause 14 of the Cargo Agency Agreement.
- 1.4.3 when the Agency Administrator determines that an Agent may no longer satisfy the financial criteria incorporated in the Cargo Agent's Handbook, he may, if circumstances so warrant, prescribe in writing such conditions as he deems appropriate to be complied with by the Agent within 60 days of the date of such written prescription. The Agency Administrator shall determine if such conditions have been met. On finding that the Agent failed to comply, the Agency Administrator shall suspend the Agent from CASS, where applicable, and/orinitiate a review by the Agency Commissioner. The Agency Administrator shall notify the Agent, all Members and, where applicable, ISS Management accordingly;
- **1.4.4** if subsequent to the action taken under Subparagraphs 1.4.2 and 1.4.3 above, but prior to the decision of the Agency Commissioner, the Agent satisfies the Agency Administrator that the prescribed conditions have been met, the Agency Administrator shall terminate the review proceeding and the CASS suspension, where applicable and notify the Agent, all Members and, where applicable, ISS Management accordingly;
- **1.4.5** when the financial position of an Agent is subject to review by the Agency Commissioner, and the Agent is unable to meet the financial criteria of the Cargo Agent's Handbook, the Agency Commissioner shall take normal

business fluctuations into account and provide the Agent with a reasonable period of time to meet those criteria.

**1.4.6** notwithstanding the provisions contained within paragraphs 1.4.1 and 1.4.2, an Agent may satisfy the requirement to provide additional financial support under section 1.4.1 through any type of security accepted by the Agency Administrator from time to time.

#### 1.5 LICENCE TO TRADE

the applicant must be in possession of the appropriate valid licence(s) to trade. Suspension or withdrawal of the(se) licence(s) shall constitute grounds for the Agency Administrator to take action in accordance with the provisions of Section 4, Paragraph 4.2 of this Resolution.

#### **1.6 NAME**

- **1.6.1** the applicant must not have a name which is:
- **1.6.1.2** the same as, or misleadingly similar to that of an IATA Member or IATA, or
- **1.6.1.3** the same as that of another IATA Cargo Agent in China:
- **1.6.2** the place of business must not be identified as an office of a Member.

#### 1.7 ETHICAL BUSINESS PRACTICES

the applicant, its principal stockholders (or persons for whom they act) directors, officers or managers must not have unsatisfactory records with regard to adherence to ethical business practices, nor be undischarged bankrupts.

#### 1.8 PRIOR DEFAULT

- **1.8.1** no person who is a director of, or who holds a financial interest or a position of general management in the applicant, shall have been a director or had a financial interest in or held a position of management in an Agent which:
- **1.8.1.1** is currently under notice of default and has outstanding debts still owing to Members or its debts have been, or are being met, solely or in part by recourse to a financial bond or guarantee, or
- **1.8.1.2** has been removed from the Cargo Agency List and has outstanding debts still owing to Members or its debts were met solely or in part by recourse to a financial bond or guarantee; 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 relied upon to comply with the terms of the Agency Agreement, these Rules and other Resolutions of the Conference.

#### 1.9 ACCURACY OF STATEMENTS

all material statements made in the Application shall be accurate, complete and not misleading.

## ☐ 1.10 REGULATORY AND LEGAL COMPLIANCE

- **1.10.1** the applicant must provide any documentation required by IATA in order to comply with applicable antimoney laundering, sanctions, or other regulatory or legal requirements.
- **1.10.2** 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 applicanta copy of the IATA Cargo Agent's 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 on the Cargo Agency List shall apply to the Agency Administrator who is empowered to register the applicant or to reject the application:

**2.1.1** such application shall request registration of the applicant in respect of its operations within China for delivery of consignments for transportation from airports within that country.

# 2.2 FORM OF APPLICATION—PROCESSING

- **2.2.1** The submitted application shall be accompanied by such financial and other documents as set forth in the Handbook and fees covering the following:
- **2.2.1.1** application fee which is non-refundable, and
- 2.2.1.2 registration fee, and
- 2.2.1.3 the first annual agency fee;
- **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 is complete, he shall publish promptly to Members in a listing that such application has been received. Such listing shall be published not less than monthly;
- **2.2.4** any Member may, within 30 days of publication of such listing, file evidence with the Agency Administrator indicating the grounds why, in that Member's opinion, the applicant does not meet the qualifications to become an Agent. The Agency Administrator shall inform the applicant that such a protest has been made and invite response;
- **2.2.5** the Agency Administratormay arrange for an independent inspection report to assist him in determining whether the applicant meets the qualifications necessary to become an Agent;
- **2.2.6** the Agency Administrator shall consider each application and supporting information and any other information brought to his attention and decide within 45 days of date of publication of the application listing if the applicant meets the qualifications to become an Agent;
- **2.2.7** the applicant shall be notified promptly in writing of the Agency Administrator's action and in the event of rejection shall be given clear reasons why the application failed;

- **2.2.8** a rejected applicant may, within 30 calendar days of the date of the Agency Administrator's notice, request reconsideration of the decision by the Agency Administrator or may invoke the procedures for review of the Agency Administrator's action by the Agency Commissioner;
- 2.2.9 a Member filing evidence pursuant to Subparagraph 2.2.4 of this Paragraph may, if the applicant concerned is registered, request consideration of the decision by the Agency Administrator or may request a review of the Agent on the grounds specified in the protest made under Subparagraph 2.2.4 of this Paragraph. In the latter instance, the Agency Administrator shall initiate a review by the Agency Commissioner. The Agency Administrator shall notify the Agent of the initiation of the review and the grounds upon which it shall be based and shall invite the Agent to submit rebuttal or supplementary information to the Agency Commissioner, with copy to the Agency Administrator, bearing on the allegations upon which the protest was filed.

## 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 on the Cargo Agency List;
- **2.3.2** the Director General, acting on behalf of Members desiring to appoint an Agent shall execute a Cargo Agency Agreement with each Person registered as an Agent in accordance with these Rules. The Agency Administrator shall promptly notify all Members of the names of parties executing Cargo Agency Agreements and the dates of such Agreements:
- **2.3.3** the Agency Administrator shall maintain, publish and circulate from time to time, a Cargo Agency List of all Persons with whom the Director General has entered into a Cargo Agency Agreement in accordance with Subparagraph 2.3.2 of this Paragraph which will contain the following minimum information:
- 2.3.3.1 name of Agent,
- 2.3.3.2 legal or registered address, address of operational premises, mailing address, e-mail address, branch location address(es) where applicable,
- 2.3.3.3 date of registration,
- **2.3.3.4** IATA numeric code and location identifier(s),
- **2.3.3.5** Named Airport(s) in adjacent country(ies), if applicable;
- **2.3.4** for the purpose of these Rules, a Person's name shall be deemed to be included on the Cargo Agency List from the date when such Agreement is entered into until the date when it is terminated.

#### 2.4 APPOINTMENT OF AGENT

#### 2.4.1 Manner of Appointment:

- **2.4.1.1** a Member may appoint an Agent which is on the Cargo Agency List in the following manner:
- **2.4.1.1(a)** by depositing with the Agency Administrator a statement of general concurrence for the appointment of all Agents. The Agency Administrator shall from time to time publish in the IATA Cargo Agent's Handbook, a list of Members having deposited such a statement of general concurrence,
- **2.4.1.1(b)** alternatively, a Member may inform such Agent, in writing with copy to the Agency Administrator, that such Member specifically concurs in its appointment as an Agent;

#### 2.4.2 Effective Date

- **2.4.2.1** such appointment(s) shall be effective as follows:
- **2.4.2.1(a)** as to those Members who have deposited a statement of general concurrence, immediately upon inclusion of the Agent on the Cargo Agency List, or as from the date the statement is deposited if such date is subsequent to that of the Agent's inclusion on the Cargo Agency List,
- **2.4.2.1(b)** 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 Agent was included on the Cargo Agency List.

## 2.5 TERMINATION OF INDIVIDUAL APPOINTMENT

any Member having appointed an Agent may cancel such appointment by so notifying the Agent 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 Agent to issue on the Member's behalf, Neutral Air Waybills in conformity with the provisions of Resolution 600a.

#### 2.7 CAPACITY AND INDEMNITY

the Director General, the Agency Administrator and ISS 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 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 these Rules (other than functions

performed pursuant to Section 2 of Resolution 801r). Members participating in a Cargo Accounts Settlement System (CASS-Export) or in a CASS-Import and Terminal Charges (CASS-ITC) undertake to indemnify IATA, its officers, employees 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 under Section 2 of Resolution 801r, as applicable.

# 2.8 CASS AIRLINE SEPARATE REQUIREMENTS FOR FINANCIAL SECURITY AFTER ACCREDITATION

- (i) Recognizing that IATA is mandated to conduct financial assessments of Agents who hold Accreditation in accordance with Local Financial Criteria and, when applicable, may require a financial security.
- (ii) In certain jurisdictions, the Local Financial Criteria may require the imposition of an industry bank guarantee or financial security (an "Industry Financial Security"); the amount of such Industry Financial Security is calculated on an Agent's CASS settlements.
- (iii) Members participating in the Cargo Agency Program shall not request a separate duplicate financial security from an Agent covering those same CASS Export settlements. 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 in the Industry Financial Security.
- (iv) In the event that a Member considers the IATA Industry Financial Security inadequate, the Carrier shall appeal to its Cargo Executive Council for review of the Local Financial Criteria.



#### Section 3—Commission/Remuneration

Commission and/or remuneration for the sale and handling of international air cargo transportation shall be agreed bilaterally between the parties.

# Section 4—Measures Affecting an Agent's Standing

#### 4.1 WITHDRAWAL BY AGENT

- **4.1.1** an Agent may voluntarily relinquish its registered status at any time by giving advance notice in writing to the Agency Administrator who shall notify all Members. The notice will state an effective date of withdrawal, without prejudice to fulfilment by the Agent and each of the Members having the Agent under appointment, of all obligations accrued up to the date of withdrawal from the Cargo Agency List;
- **4.1.2** in the event an Agent 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 Agent from the Cargo Agency List by giving notice in writing to the Agent to take effect in accordance with these Rules. Such removal shall be without prejudice to fulfilment by the Agent and each of the Members having the Agent under appointment of all obligations accrued up to the date of removal from the Cargo Agency List.

## 4.3 NOTICE OF SUSPENSION BY AGENCY ADMINISTRATOR

when an Agent is suspended for cause under the provisions of these Rules, the Agency Administrator shall give notice thereof in writing to the Agent. 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 notice has been served by the Agency Administrator that an Agent is to be removed from the Cargo Agency List:

- **4.4.1.1** the Agency Administrator shall by notice to the Agent terminate the Agent's Cargo Agency Agreement and so notify Members,
- **4.4.1.2** where CASS-Export is operating, any authorisation given to the Agent to issue Neutral Air Waybills shall be withdrawn by ISS Management and an immediate accounting and settlement of monies due will be required,

**4.4.1.3** Members not participating in the Cargo Accounts Settlement Systems shall revoke any authority for the Agent to execute Air Waybills on behalf of such Members and require an immediate accounting and settlement of monies due;

#### 4.4.2 Suspension

when notice has been served by the Agency Administrator that an Agent is to be suspended:

- **4.4.2.1** the Agency Administrator shall so notify Members.
- **4.4.2.2** for the period of suspension, any authorisation given to the Agent to issue Neutral Air Waybills shall be withdrawn by ISS Management,
- **4.4.2.3** Members not participating in the Cargo Accounts Settlement Systems shall, for the period of suspension, revoke any authority for the Agent to execute Air Waybills on behalf of such Members,
- **4.4.2.4** in all other respects the provisions of these Rules and of other applicable Resolutions continue to apply to the Agent during the period of suspension;

#### 4.4.3 Reprimand

when a reprimand is issued to an Agent under any of the provisions of these Rules, the Agency Administrator shall record it against the Agent and notify the Agent that this has been done.

#### 4.5 LICENCE TO TRADE

in addition to actions affecting an Agent's IATA status which may be taken pursuant to these Rules, the application of the Cargo Agency Agreement to an Agent and the capacity of such Agent to do business with Members may be affected by termination, suspension or other condition relating to the Agent's licence to trade imposed by the government authorities of the place where the Agent is situated. In such case, the Agency Administrator shall promptly notify all Members, with copy to the Agent, of the effects of such government action.

#### 4.6 FORCE MAJEURE

The Agent shall not be liable for delay or failure to comply with the terms of the Cargo Agency 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 Agent or that doing so would pose an undue risk to IATA under applicable regulatory or legal requirements, it shall suspend or remove the Agent from the Cargo Agency List.



# 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 Agent 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 Agent undergoes a change of ownership or status which also includes a change of name or address, all changes shall be notified by the Agent 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 Agency Agreement, and shall be processed in accordance with Paragraph 5.3 of this Section:
- **5.2.1.1(a)** INTENTIONALLY OMITTED:
- **5.2.1.1(a)(i)** the transfer of an interest in the Agent which has the effect of transferring control of the Agent to a Person in whom it was not previously vested,
- **5.2.1.1(a)(ii)** INTENTIONALLY OMITTED:
- **5.2.1.1(b)** in the case of a corporation, the disposal of the Agent's business and its acquisition by a Person who is not an Agent;
- **5.2.1.2** the following changes of ownership in a corporation shall not require the execution of a new Cargo Agency 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 Agent,
- **5.2.1.2(c)** any other transfer of stock that has the effect of vesting the control of the Agent 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 status shall require the execution of a new Cargo Agency Agreement, and shall be processed in accordance with Paragraph 5.3 of this Section:
- **5.2.2.1** INTENTIONALLY OMITTED:
- **5.2.2.2** in the case of a corporate body:
- 5.2.2.2(a) INTENTIONALLY OMITTED;
- **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** INTENTIONALLY OMITTED:
- 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 Agent proposes to effect a change of ownership and/or status as described in Subparagraphs 5.2.1.1 or 5.2.2 of this Section:

- **5.3.1** the Agent ('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 Attachment 'A' 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 Cargo Agency List 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. The Agent shall also provide a current financial statement as required under Section 1 of these rules. In the event where an Agent is unable to provide documents deemed necessary to conduct Financial Review the change may still be processed, if the Agent provides a Financial Security equivalent to its Sales at Risk.
- **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 Agency 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 Agency Agreement with the transferee;
- **5.3.3** the transferee's provisional Cargo Agency Agreement shall take effect from the date when the change of ownership and/or status takes place. The transferor's Cargo Agency Agreement shall terminate as of the date when the change of ownership and/or status takes place, without prejudice to the fulfilment of all obligations accrued prior to the date of termination;
- **5.3.4** a provisional Cargo Agency Agreement shall be in the same form and have the same effect as a Cargo Agency 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 Agent.



## 5.4 CHANGES NOT REQUIRING A NEW AGREEMENT

when an Agent proposes to effect a change of ownership as described in Subparagraph 5.2.1.2 of this Section:

- **5.4.1(a)** the Agent shall give the Agency Administrator notice of the proposed change in the form of Attachment 'A' to these Rules at least 30 days before the change is to be effected. The Agent shall also provide a current financial statement as required under **Section 1** of these rules. In the event where the Agent is unable to provide documents deemed necessary to conduct Financial Review, then the change may still be processed, if the Agent provides a Financial Security equivalent to its Sales at Risk. On receipt of the notice, the Agency Administrator shall:
- **5.4.1(a)(i)** bill the Agent for a change of ownership fee as provided in Subparagraph 11.1.1.4 of Section 11 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 Agent does not meet the qualifications to remain an Agent. The Agency Administrator shall inform the Agent 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 Agent 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 Agent 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 Agency Agreement or to give provisional approval as at the date of the change, the Agency Administrator shall notify all Members and ISS Management accordingly. Members may continue to do business with the Agent on terms agreed between the parties.

## 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 Agent, 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 Agency Agreement shall cease to be provisional and shall become a Cargo Agency Agreement,
- **5.6.2.2** in cases of a change as described in Subparagraph 5.2.1.2 of this Section, notify the Agent that the provisional approval of the change shall cease to be provisional and shall become a full approval; the Cargo Agency 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 Cargo Agency List.

#### 5.7 EFFECT OF DISAPPROVAL

- **5.7.1(a)** if the Agency Administrator is unable to execute a Cargo Agency Agreement with a transferee or to give final approval of a change to an Agent, as the case may be, he shall promptly notify the transferee or Agent 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 Agency Agreement terminated on the date when the change of ownership took place, and by notice to the transferee, terminate the provisional Cargo Agency 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 Agent withdraw a provisional approval that has been given and terminate the Agent's Cargo Agency 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 Agent may within 30 days of the Agency Administrator's notice request reconsideration of the decision by the Agency Administrator or invoke the procedures for review of the Agency Administrator's action by the Agency Commissioner;
- **5.7.2** upon request for reconsideration by the Agency Administrator or for review by the Agency Commissioner,



the disapproval action shall be stayed and the status quo ante restored pending the result of the reconsideration or of the review. If the Agency Commissioner confirms the disapproval, the transferee or Agent may request review of such decision by arbitration pursuant to Section 10 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 Agent as the case may be notifies the Agency Administrator that the change of ownership has been revoked and the Agent restored in all respects to its previous ownership, the Agency Administrator shall reinstate the Agent's Cargo Agency Agreement and, when applicable, reinstate credit facilities and notify the Agent and all Members accordingly.

#### 5.8 UNDERTAKING BY TRANSFEREE

except in cases 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 Agency 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 Agent 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 Agency 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 Agency Agreement.

#### 5.9 INTENTIONALLY OMITTED

#### 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 corporate body (or in whom control of the Agent is vested), the Agent shall promptly advise the Agency Administrator who shall notify all Members accordingly and request the Agent to submit current financial statements:
- **5.10.1.1** if the financial situation of the Agent is found to be satisfactory, the Agent may continue to do business with Members as a registered Agent;
- **5.10.1.2** if the financial situation of the Agent is found to be unsatisfactory, the Agency Administrator shall request a review of the Agent by the Agency Commissioner and notify the Agent 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 Agent to an heir, legatee or other person, such transfer shall be deemed a change of ownership for purposes of this Section. The Agent 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 Agent changes its name, such Agent shall notify promptly the Agency Administrator of the new name. The Agency Administrator shall ascertain whether the new name can be approved pursuant to the provisions of the Section 1, Subparagraph 1.6.1 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 on the Cargo Agency List and in the Cargo Agency Agreement. If the Agency Administrator disapproves the application he shall initiate a review by the Agency Commissioner.

#### 5.12 CHANGE OF ADDRESS

- **5.12.1** where an Agent changes its address from that shown on the Cargo Agency List, such Agent shall notify promptly the Agency Administrator who shall so advise all Members. Authority to act as an Agent shall continue to apply to the new address;
- where an Agent 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 Agent, shall as far in advance as possible but in any case before effecting the move, notify the Agency Administrator of the new address. The Agency Administrator may obtain an inspection report of the new premises and shall notify all Members of the proposed new address. If no protest is received from any Member within 30 days of such notice and if the inspection report is favourable, the new premises shall be deemed to be approved. If the change is protested by any Member within such period or if the investigation report is unfavourable, the new premises shall not be approved by the Agency Administrator and the matter shall be referred to the Agency Commissioner;
- **5.12.3** where an Agent opens, closes, or changes the address of a branch office, he shall advise the Agency Administrator so that he may amend the Cargo Agency List.

# 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 status is not received by the Agency Administrator or is received after the change has taken place, the Agency Administrator shall place the Agent under review by the Agency Commissioner. 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 shall be grounds to place the Agent under review by the Agency Commissioner.



# 5.14 CHANGES WITHIN AN AGENCY REQUIRING IATA APPLICATION APPROVAL

The Agent shall provide separate supporting documents, including appropriate official licences for its Head Office and Branches, in respect to changes of ownership, legal status, and name or address.

# Section 6—Review by Agency Commissioner

The matters under the purview of the Agency Commissioner are set out in Resolution 811e, as are the procedures for conducting reviews.



Section 7—Collection of Funds; Irregularities and Default (other than under Cargo Accounts Settlement System—CASS-Export)

The procedures regarding reporting and remitting directly to Members are set forth in Resolution 801r, Section 1.

Section 8—Air Waybill Transmittals, Billings, Remittances and Collections Defaults (under Cargo Accounts Settlement System—CASS-Export)

The procedures regarding reporting and remittance under the CASS-Export are set forth in Resolution 801r, Section 2.



### Section 9—Consequences of Default

The procedures regarding the consequences of default are set forth in Resolution 801r, Section 3.

# Section 10—Review by Arbitration at Agent's Request

#### 10.1 RIGHT TO ARBITRATION REVIEW

any Agent which considers itself aggrieved by a decision of the Agency Commissioner ('the Commissioner') under Resolution 811e shall have the right to have the decision reviewed by arbitration in accordance with the following procedure (hereafter in this Section the term 'Agent' is used to designate both an aggrieved Agent and an applicant seeking review by arbitration, except where the context specifies otherwise).

#### 10.2 APPLICATION PROCEDURE

the Agent 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 sent to the Agent. Thereafter the Agency Administrator shall dispatch to the Agent a form of Request for Arbitration and shall notify all Members that the Agent has requested arbitration.

# 10.3 SETTING UP OF ARBITRATION BOARD

**10.3.1(a)** the Agent may elect arbitration before:

**10.3.1(a)(i)** a sole arbitrator appointed by mutual agreement within 20 days of the date of dispatch to the Agent 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

**10.3.1(a)(ii)** a sole arbitrator appointed by the President of the International Chamber of Commerce, or

**10.3.1(a)(iii)** an Arbitration Board composed of three members as provided in Subparagraph 10.3.2 of this Paragraph;

10.3.1(b) in any event the Agent shall complete, sign and return the form of Request for Arbitration so as to reach the Agency Administrator within 30 days of its dispatch to the Agent. On such form the Agent shall indicate its choice of (i), (ii) or (iii) above. Where it chooses arbitration before a three-member Arbitration Board, the Agent 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 Agent;

**10.3.1(c)** upon receipt of documentation from the Agent and IATA, and prior to holding the hearing, the Arbitrator(s) may require the Agent 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.

- 10.3.2 within 20 days of receipt by the Agency Administrator of the form of Request for Arbitration completed by the Agent 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 chairman 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;
- **10.3.3** the expression 'Arbitration Board' shall mean a sole arbitrator or a three-member Arbitration Board nominated pursuant to Subparagraphs 10.3.1 and 10.3.2 of this Paragraph.

#### 10.4 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.

#### 10.5 CONDUCT OF PROCEEDINGS

- **10.5.1** the Arbitration Board shall unless otherwise agreed by the Agent and the Agency Administrator, hold the hearing in the country where the Agent is registered;
- 10.5.2 the Arbitration Board shall publish its award in writing not later than 60 days after appointment of the chairman or of the sole arbitrator, provided that this period may be extended by or with the agreement of the Agent 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 Agent 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 10.5.1 of this Paragraph and Paragraph 10.7 of this Section and shall publish his written award within 45 days of the date of his appointment;
- **10.5.3** the Arbitration Board shall reach its decision by a majority;
- **10.5.4** 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;
- **10.5.5** in all other respects the Arbitration Board shall settle its own procedures.

#### 10.6 SCOPE OF REVIEW

- **10.6.1** 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:
- **10.6.1.1** it is not supported by substantial evidence;
- **10.6.1.2** it contains error of applicable law;
- 10.6.1.3 it is arbitrary or capricious;
- **10.6.1.4** it is not in accordance with the terms of the Resolution under which it was taken;
- **10.6.1.5** the penalty is inappropriate, inadequate or excessive;
- **10.6.2** additionally, evidence may be considered which is available to the Arbitration Board but which for good cause could not be presented to the Commissioner.

#### **10.7 AWARD**

- **10.7.1** in the event the Arbitration Board does not affirm the decision under review, it shall either direct action upon the Agent in accordance with the Board's findings, or refer the matter to the Commissioner for action consistent with the Board's decision:
- **10.7.2** the Arbitration Board shall direct that costs of the Arbitration Board shall be borne by the Agent if the decision under review is affirmed, shall be borne by IATA if the Commissioner's decision is reversed, or shall be apportioned between the Agent and IATA in such manner as the Arbitration Board shall decide if the decision is modified. Nevertheless, 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 manner as it considers equitable. Costs of legal representation shall be borne by the party incurring such costs.

# 10.8 EFFECT AND EFFECTIVE DATE OF THE AWARD

- **10.8.1** the award of the Arbitration Board shall be final and conclusively binding on the Agent, IATA and all Members and shall be complied with in accordance with its terms;
- **10.8.2** the Agency Administrator shall notify the Agent, all Members and ISS 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;
- **10.8.3** if the award requires the Agent to pay the costs of the Arbitration Board in whole or in part and the Agent has not paid such costs within 60 days of the date of notice given under Subparagraph 10.8.2 of this Paragraph, the Agency Administrator shall remove the Agent from the Cargo Agency List.



# 10.9 DISPUTE BETWEEN IATA CARGO AGENT AND A MEMBER HAVING ITS HEAD OFFICE IN CHINA

notwithstanding the provisions of this Section, in the event that a dispute arises between a registered IATA Cargo Agent in China and a Member having its head office in China, such dispute shall be settled in accordance with the Law of arbitration promulgated by the People's Republic of China in 1994.

#### Section 11—Agency Fees

#### 11.1 TYPES OF FEES

**11.1.1** the following agency fees, in the amounts to be determined by the Conference in consultation with the Director General, shall be payable:

#### 11.1.1.1 Application Fees

a non-refundable application fee for each country of registration and for each named airport, if any, in each country adjacent to the country of registration;

#### 11.1.1.2 Registration Fees

a registration fee for each country of registration and for each named airport, if any, in each country adjacent to the country of registration;

#### 11.1.1.3 Annual Agency Fees

an annual agency fee for each country of registration and for each named airport, if any, in each country adjacent to the country of registration;

#### 11.1.1.4 Fees for Changes

a fee for processing a change of ownership, name or address:

**11.1.2** no application for entry as an Agent on the Cargo Agency List shall be considered unless the application fee, the registration fee and the first annual agency fee have been received. If the application is rejected, the registration and annual fees shall be returned to the applicant.

#### 11.2 FIRST ANNUAL AGENCY FEE

the first annual agency fee shall be charged for the current year at the rate of 1/12th of such fee for each full calendar month from the time of entry on the Cargo Agency List to the end of such year.

#### 11.3 INVOICING

except in respect of the first assessment upon application, annual agency fees for each calendar year shall be paid not later than 1 December of the preceding year in accordance with 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.

#### 11.4 NON-PAYMENT OF FEES

**11.4.1(a)** if any Agent fails to pay the annual agency fee by 1 December, the Director General shall promptly notify the Agent in writing that its Cargo Agency Agreement will be terminated if such fee is not received by 31 December. In the event of failure to make payment by such date, or to place in the hands of the Agency Administrator by such



date acceptable evidence that the required legal authority for such payment has been sought but has not yet been received, the Director General shall promptly transmit to such Agent formal notice of termination, and the Agency Administrator shall remove such Agent's name from the Cargo Agency List, and notify all Members. Thereafter all Members which have appointed such Agent shall immediately terminate their agreement with such Agent;

11.4.1(b) notwithstanding anything to the contrary, where an Agent has been removed from the Cargo Agency List pursuant to Subparagraph 11.4.1(a), the Agency Administrator, upon receipt of such overdue fee from the Agent by 1 March following the 31 December due date, shall reinstate such Agent on the Cargo Agency List, provided he is satisfied that such late payment was caused by events beyond the Agent's control. Where payment is received after 1 March the Agency Administrator, provided he is satisfied that such late payment was caused by events beyond the Agent's control, may at his discretion reinstate such Agent on the Cargo Agency List. In either event, such Agent shall execute a new Cargo Agency Agreement, and may be required to pay a new application fee and/or registration fee at the discretion of the Agency Administrator, and shall then be reinstated on the Cargo Agency List;

**11.4.1(c)** if an Agent is removed from the Cargo Agency List, refunds of annual agency fees paid by such Agent for the current year shall be made as follows:

| Removal from Cargo Agency List between | Refund portion of<br>agency fee |
|----------------------------------------|---------------------------------|
| 1 January and 31 March                 | 3/4                             |
| 1 April and 30 June                    | 1/2                             |
| 1 July and 30 September                | 1/4                             |
| 1 October and 31 December              | No Refund                       |

**11.4.1(d)** in the event an Agent fails to remit the correct level of any administration or change fee when due, then IATA shall promptly notify the Agent 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.

**11.4.2** Termination for failure to pay an agency fee shall not be arbitrable by the Agent.

#### 11.5 USE OF AGENCY FEES

Agency 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 IATA Agency 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.

## **RESOLUTION 807**

## Attachment 'A'

### Appendix 1

TO:

Agency Administrator
International Air Transport Association

Agent's name, address and numeric code

#### **NOTICE OF CHANGE**

Pursuant to the provisions of Section 5 of the IATA Cargo Agency Rules we hereby give notice of the following change(s) in the legal status or ownership of the above named IATA Cargo Agent (Transferor) as a consequence of contractual arrangements or negotiations:

1 PRESENT STATUS
2 FUTURE STATUS

|     |                                                                                                                                                                               | 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/%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|     | <ul><li>(b) names of owners stock/shares and amount<br/>of stock owned by each</li></ul>                                                                                      |                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|     | (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 ow                                                                                                                        | nership.                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 6.  | If the answer to 5 above represents a change of name or                                                                                                                       | address or both, please give deta                                   | ills.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 7.  | Will such change affect the management and staffing at si                                                                                                                     | uch premises?                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 8.  | Have any of the new owners, officers (directors), manage<br>such firm been involved in bankruptcy or default proceeding                                                       | ers or any individual having autho<br>ngs? If so, give details.     | rization to act or sign on behalf of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|     | e Transferor has informed the Transferee of the need to cotered on the IATA Agency Cargo List as a Registered Agen                                                            |                                                                     | name/amount of shares/% of shares/%  or both, please give details. mises? y individual having authorization to act or sign on behalf of o, give details. iith the Cargo Agency Rules if the Transferee wishes to be ales, the Transferee hereby undertakes to accept joint and the Transferor under its Cargo Agency Agreement as at the acial interest, directly or indirectly, in the Agent following the aceby agrees to accept responsibility for any violation by aurred within a period of two years immediately prior to the acree's Cargo Agency Agreement. |
| se  | accordance with one of the requirements of the Cargo Ag-<br>veral liability with the Transferor for any outstanding obligat<br>te of the transfer of ownership takes place.   |                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|     | ·                                                                                                                                                                             | r heneficial interest, directly or inc                              | directly in the Agent following the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| cha | ange of ownership, the undersigned Transferee knows a<br>E Transferor of his Cargo Agency Agreement which may hange of ownership as if such violation were a violation of the | and hereby agrees to accept re<br>ave occurred within a period of t | esponsibility for any violation by wo years immediately prior to the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Au  | uthorised signature of Agent (Transferor)                                                                                                                                     | Witness                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Au  | uthorised signature of Transferee                                                                                                                                             | Witness                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|     |                                                                                                                                                                               |                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |



### **RESOLUTION 807**

### Attachment 'A'

## Appendix 2

| •                                 |                   |                           |                                                                       |                         |               | LES INVOIC  |        |                  |              | Invoid  | ce No/Date | Э           |
|-----------------------------------|-------------------|---------------------------|-----------------------------------------------------------------------|-------------------------|---------------|-------------|--------|------------------|--------------|---------|------------|-------------|
| Address                           |                   |                           |                                                                       |                         | WORLD A       | IRLINES 999 | ) CUH  | RENCY            |              | Page    |            | _ of        |
| IATA Numa                         |                   |                           |                                                                       |                         | Address       |             |        |                  | BILLING      | PERIOD  |            |             |
|                                   |                   | CHARGES                   |                                                                       | S COLLECT               | OTHER         | PREPAID CH  | HARGES |                  |              | 1       |            |             |
| Air Waybill -<br>Serial<br>Number | Other             |                           | Other                                                                 |                         | DUE AIRLINE** |             |        |                  |              | Agent's |            |             |
| Origin<br>Code                    | Weight*<br>Charge | Charges<br>Due<br>Airline | Weight*<br>Charge                                                     | Charges<br>Due<br>Agent | А             | В           | С      |                  |              |         |            | Information |
| (Optional)                        | (2)               | (3)                       | (4)                                                                   | (5)                     | (6)           | (7)         | (8)    | (9)              | (10)         | (11)    | (12)       | (13)        |
| •                                 | M                 | andatory Colu             | <br> mns                                                              | -                       | ◀             |             |        | <br>- Optional ( | <br> Columns |         |            |             |
| TOTALS                            |                   |                           |                                                                       |                         |               |             |        |                  |              |         |            |             |
| '                                 | RECAPI            | TULATION                  |                                                                       |                         |               |             |        | •                | '            |         |            | •           |
|                                   | Total pre         | Remun                     | due Airline (Co<br>rable sales (Co<br>eration due Ao<br>harges due Ao | ols. 2 + 4) CCY         | at            | %           |        |                  | CC           | Y       |            |             |
| MCO amounts CCY                   |                   |                           |                                                                       |                         |               |             | CC     | - Y              |              |         |            |             |
|                                   |                   |                           |                                                                       |                         | NET DUE AI    | RLINE/AGEN  | ΙΤ     |                  | CC           | Y _     |            |             |

<sup>\*</sup> Including valuation charges

<sup>\*\*</sup>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.

<sup>\*\*\*</sup>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 811d AGENCY COMMISSIONER

CAC1(MV C083)811d (except USA) (amended) Type: B
CAC2(MV C083)811d (amended)
CAC3(MV C083)811d (amended)
CAC3(MV C083)811d (amended)

#### RESOLVED that:

- **1.** the office of the Agency Commissioner, ('the Commissioner') is hereby established.
- 2. one Commissioner shall be appointed for each IATA Conference Area.
- **3.** any person may submit candidates for Commissioner to the Agency Administrator. Industry representatives will evaluate each candidate and make recommendations to the Agency Administrator or its Deputy of IATA and the Chairman of the Airfreight Institute of FIATA as to the term and remuneration. The Commissioner will be appointed by the Agency Administrator or its Deputy and the Chairman of the Airfreight Institute of FIATA. A serving Commissioner may be allowed to continue if required, until such time that a successor has been appointed.
- **4.** the Agency Administrator or its Deputy and the Chairman of the Airfreight Institute of FIATA may appoint one or more Deputy Commissioners as necessary, to meet the demands of the office, in which event the appointment process shall be as for the Commissioner. In such case, the term 'Commissioner' shall be deemed to include both the Agency Commissioner and the Deputy Commissioner.
- **5.** in the discharge of their duties the Commissioners shall be impartial and shall not be subject to the direction or supervision of IATA, any Member, IATA Cargo Agent, CASS Associate or association of cargo agents, or any of their employees or officers.
- **6.** a Commissioner may at his/her discretion, and for cause, appoint a substitute to act in respect of individual cases.
- 7. the term of office of a Commissioner may be curtailed by the Agency Administrator or its Deputy and the Chairman of the Airfreight Institute of FIATA upon the recommendation of the appropriate body of industry representatives.
- **8(a)** the costs of the Commissioner's office shall be borne in equal proportions by Members having lodged their own Air Waybill stocks with IATA Cargo Agents or Intermediaries in the countries where the Cargo Agency Rules have been implemented, and by IATA Cargo Agents or Intermediaries in such countries; provided that an IATA Cargo Agent shall be called upon to contribute, as a regular contribution: USD 10 (or acceptable equivalent) per year per Head Office Location and per Branch Office Location.

- 8(b) all such IATA Cargo Agents' or Intermediaries' contributions shall be paid into the Agency Commissioner Fund, held by the Agency Administrator and expended in accordance with the provisions of this Resolution. Such regular contribution 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 Members and Agents or Intermediaries to discharge jointly their obligation to cover the costs of the Commissioner's office (fees and expenses) in equal proportions. Additionally, the Agents' and Intermediaries' contribution shall be used to reimburse through the Airfreight Institute of FIATA (FIATA/AFI) the Agents' representatives' travel costs to attend IFCC meetings, and meetings endorsed by the IFCC and industry meetings to further the relationship between IATA Airlines and Forwarders participating in the Cargo Agency Program. As well as other expenses incurred hitherto, by the Airfreight Institute of FIATA to modernize the existing agency program.
- **8(c)** the costs of the Commissioner's office for services related to CASS Associates shall be borne as outlined in Resolution 811f.
- **9.** each Commissioner shall act in accordance with the appropriate Resolution which provides for the Conduct of Review by Agency Commissioner.

#### 10. RESCISSION AND TIE-IN

Upon this Resolution being declared effective, the following Resolutions shall be rescinded:

CAC1(12)801d (except USA) (amended)

CAC2(12)801d (amended)

CAC3(12)801d (amended)

CAC1(12)803d (except USA) (amended)

CAC2(12)803d (amended)

CAC3(12)803d (amended)

CAC2(13)805d (Europe)

CAC3(15)809d (South West Pacific)



#### **RESOLUTION 811d**

#### Attachment 'A'

#### **Agency Commissioner Profile**

- 1. The Commissioner is an independent arbiter appointed jointly by the International Air Transport Association (IATA) and International Federation of Freight Forwarders Associations (FIATA) to conduct reviews and act with respect to decisions and/or actions affecting Agents/Intermediaries/CASS Associates and applicants under the IATA Cargo Agency Programme.
- **1.1** The office of the Commissioner is established under the terms expressed in Resolution 811d.
- **1.2** The procedures under which the Commissioner operates are contained in IATA Resolution 811e and Resolution 811f.
- **2.** IATA and FIATA will assess applicants for the office of the Commissioner against the following profile:

The ideal candidate will meet the following criteria:

- experience in the cargo industry ideally gained from previous employment with an airline or cargo agent/Intermediary;
- at the time of application the applicant must not be employed or have any involvement with an airline, cargo agent/Intermediary/CASS Associate, agency association or IATA;
- good knowledge of the IATA Cargo Agency Programme and the associated rules and regulations or a demonstrated ability to acquire knowledge of the Programme;
- experience in dispute resolution and/or legal background;
- independent contractor not associated with an airline, cargo agent/Intermediary/CASS Associate, agency association or IATA;
- 6) fluent in written and oral English;
- 7) ability to travel at short notice.

#### **Cargo Agency Commissioner Job Description**

- A Commissioner shall act only as described to make reviews requested under the terms of Resolution 811d and Resolution 811f.
- 2) In the performance of his/her duties the Commissioner is not authorised to attend and/or address industry conferences of agency associations or of IATA except as required by the terms of the relevant Cargo Agency Rules.
- 3) In the performance of his/her duties the Commissioner is not authorised to counsel, train, coach or in any similar capacity offer guidance to individual agents, freight forwarders, Intermediaries, CASS Associates freight forwarders associations, airlines or IATA except as specifically provided under the terms of Resolution 811e and Resolution 811f. However, the Commissioner may answer punctually requests for information from individual agents, freight forwarders, Intermediaries, CASS Associates,

- freight forwarders associations, airlines or IATA, if this request is not linked to any case of review or other dispute.
- 4) In the pursuit of their activities the Cargo Agency Commissioner(s) shall be independent and not subject to supervision by any one party, however, the Cargo Agency Commissioner(s) shall provide regular reports of activity to the Cargo Agency Conference (CAC), European Air Cargo Programme Joint Council (EACPJC), Canadian Agency Programme Joint Council (CAPJC). The CAC, EACPJC and CAPJC are entitled to review the activities of the Cargo Agency Commissioner(s)/Ombudsman, and are responsible for approval of the budget and monitoring of expenditure.
- Any travel conducted by the Cargo Agency Commissioner(s) is authorized under the terms of Resolution 811e and Resolution 811f.
- The office of the Cargo Agency Commissioner(s) shall maintain records of all Cargo Agency Commissioner(s) proceedings for a minimum of two years or as required under local law. The Cargo Agency Commissioner(s) shall ensure knowledge transfer and continuity with his/her successor. Copies of Commissioner records shall be provided by the Commissioner to the IATA Agency Administrator and to the Secretariat of FIATA.
- The Cargo Agency Commissioner shall maintain an information website, funding for which will be provided from the established budget.
- Commissioner shall be entitled to obtain administrative support which support shall be funded from the established budget.



#### **RESOLUTION 811e**

# CONDUCT OF REVIEW BY AGENCY COMMISSIONER

CAC1(41)811e (except USA) Expiry: Indefinite CAC2(41)811e Type: A

CAC2(41)811e 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)811f (except Expiry: Indefinite USA) Type: B
CAC2(MV C105)811f
CAC3(MV C105)811f

ARESOLVED 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, 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.

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# RESOLUTION 817 FINANCIAL SECURITIES

CAC1(Mail Vote C088)817 (except USA) (amended) CAC2(Mail Vote C088)817 (amended) Expiry: Indefinite Type: B

(amended)
CAC3(Mail Vote C088)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 ALWG, LCAGC, Executive Committees, Joint Councils or General Councils as appropriate.
- **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 equal to more than 1% of the total sales remitted to all CASS' globally (CASS Export and/or CASS Import and Terminal Charges) by the agents or intermediaries covered by the Cargo Company Guarantee during any 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.** Not withstanding 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<br>Max | Key<br>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<br>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<br>Max | Key<br>contr |
|------------|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------|--------|-------|--------------|--------------|
|            | 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                                                                                                       | LT-Insolvency                  | Fcst > Actual     |        |       | 2            | No           |
|            | 2.35 CFO Fcst accuracy                                  | Actual 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<br>2.53 CF Mgmt-Frequency         | Is the Top management sponsor of this process?  What is the frequency of monitoring by the Group Treasury?                                             | ST-Insolvency<br>ST-Insolvency | Yes<br>Quarterly  |        |       | 1            | No<br>No     |
|            |                                                         | dda.y.                                                                                                                                                 |                                | TOTAL             |        | 0     | 21           |              |
|            |                                                         | 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-<br>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-<br>Process owner                | Is there any process owner for this process?                                                                                                           | MT-Insolvency                  | Yes               |        |       | 1            | No           |
|            | 3.32 Market trend Mgmt-Top<br>Mgmt                      | Is the Top management sponsor of this process?                                                                                                         | MT-Insolvency                  | Yes               |        |       | 0.5          | No           |
|            | 3.33 Market trend Mgmt-<br>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. >=<br>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?<br>Anti-Laundry? Is there a code of ethics and conduct<br>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<br>3.53 Ethics Mgmt-Frequency | Is the Top management sponsor of this process?  What is the frequency of monitoring by the process                                                     | MT-Insolvency<br>MT-Insolvency | Yes<br>Annualy    |        |       | 0.5<br>0.5   | No<br>No     |
|            |                                                         | committee?                                                                                                                                             | •                              | TOTAL             |        | 0     | 16           |              |
|            |                                                         | 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           | 1            |



## Resolution 817—Attachment 'A'

| Criteria # | Criteria name                      | Criteria description                                                | Risk covered        | Target | Result | Score | Score<br>Max | Key<br>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          | 1              |
| Key:       |                                    |                                                                     |                     |        |        |       |              | J              |
| 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)

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#### **RESOLUTION 823**

# DEFINITIONS OF TERMS USED IN CARGO AGENCY CONFERENCE RESOLUTIONS

△ CAC1(MV C109)823 (except Expiry: Indefinite USA) (amended) Type: B CAC2(MV C109)823 (amended) CAC3(MV C109)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 Chairman 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 Loction, 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 refered 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 COUN-CIL' (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-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.
- 'CASS POLICY GROUP' referred to as "CPG", is established by the Cargo Committee to provide direction to IATA on CASS matters; and be responsible for providing advice to IATA on all matters relating to the functional management and operation of CASS.
- '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 OPER- ATIONS 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').



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- '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 CUSTOMER ADVISORY GROUP-CARGO'**, also referred to as LCAGC, is established by the Cargo Agency Conference, and provides advice to ISS Management on customer service issues and, in particular, establishing and addressing local needs.
- '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 or IATA CARGO AGENCY PANEL (ICAP) 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.
- **'PROGRAM SECRETARIAT'** (or IATA-FIATA Air Cargo Program Secretariat or IFACP Program Secretariat) means the official as may be appointed from time to time by the IFGB. The holder of that office shall be responsible for endorsement and retention of Forwarders and day-to-day administration of the IFACP in accordance with the Program rules.



**'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 contrary 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.

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# RESOLUTION 829 AGENCY ADMINISTRATOR

CAC1(CAC 44)829 (except USA) (amended)

Expiry: Indefinite Type: B

CAC2(CAC 44)829 (amended) CAC3(CAC 44)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 CPCMG Chairman and shall be reviewed by the CPCMG at the next meeting or at an emergency meeting if deemed appropriate by the CPCMG Chairman.

## **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.

# READY FOR CARRIAGE CONSIGNMENTS

CAC1(48)833 (except USA) (amended)

CAC2(48)833 (amended) CAC2(48)833 (amended) Expiry: Indefinite

Type: B

### 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) Ex CAC2(33)833a Ty

CAC3(33)833a

Expiry: Indefinite

Type: B

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.



# CARGO ACCOUNTS SETTLEMENT SYSTEM

△ CAC1(MV C095, C096, C097, Expiry: Indefinite C112, C113, C114)851 Type: B
 (except USA) (amended) CAC2(MV C095, C096, C097, C112, C113, C114)851 (amended) CAC3(MV C095, C096, C097, C112, C113, C114)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 the IATA Cargo Committee has established a CASS Policy Group (hereinafter referred to as "CPG") to provide policy direction to IATA on CASS matters and to provide advice to IATA on all matters relating to the functional management and operation of CASS;

WHEREAS it is recognised that the terms of reference and activities of the CPG are to:

- Provide a CASS consultative forum between IATA and Member airlines
- Formulate a global representation policy
- Develop the CASS cost sharing formula and CASS pricing policy
- Develop a CASS country development plan
- Approve the commencement of all new feasibility studies and appoints CASS feasibility study groups to work with IATA in the preparation of feasibility study reports
- Review reports received from the Local Customer Advisory Groups
- Monitor local CASS member costs
- Review the CASS budgets on a consultative basis

WHEREAS it is further recognised that in the event of any disagreement or dispute between the CPG and IATA, such dispute shall be referred to the Cargo Committee;

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 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.

# 2. LOCAL CUSTOMER ADVISORY GROUPS—CARGO (LCAGC)

- **2.1** the Conference has established Local Customer Advisory Groups—Cargo (LCAGC) in countries wherever a CASS is in operation, to provide advice to ISS Management on local customer service issues and to coordinate local needs;
- **2.2** the Conference determines the procedures for establishing the membership of the LCAGC;
- **2.3** the Rules and Procedures for the LCAGC, as agreed by the Conference, are contained in Appendix 'B' to this Resolution and constitute part hereof.



# 3. 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.

## 4. PARTICIPATION BY MEMBERS

- **4.1** 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;
- **4.2** 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;
- **4.3** a Member's participation shall be dependent on it continuing to meet financial criteria established by the Conference, if any;
- **4.4** 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;
- **4.5** 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;"
- **4.6** 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.
- **4.7** 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.
- 4.8 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;
- 4.9 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;
- 4.10 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.

# 5. PARTICIPATION BY AGENTS/INTERMEDIARIES/FORWARDERS

Where a CASS has been adopted for a given country/area, then:

- **5.1** 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.
- **5.2** where a CASS is implemented, the Agency Administrator shall so advise all Agents affected.
- **5.3** 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.
- 5.4 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.

#### 6. CASS ASSOCIATES

- **6.1** 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:
- **6.1.1** (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 submitted to the Cargo Agency Conference for endorsement prior to application;
- **6.1.1** (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.
- **6.1.2** 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;
- **6.2** 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;



- **6.3** 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;
- **6.4** further to Paragraphs 6.1 and 6.1.1 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.
- G.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.

# 7. PARTICIPATION BY NON-IATA AIR CARRIERS

- **7.1** 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;
- **7.2** upon acceptance by the Agency Administrator, the Airline agrees;
- **7.2.1** to pay the applicable joining fees set by ISS Management;
- **7.2.2** to contribute to the management and other costs of such CASS as set by ISS Management;
- **7.2.3** to meet the financial criteria established by the Conference, if any;
- **7.3** 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;
- **7.4** upon joining a CASS, an Airline must sign a Counter-indemnity Agreement with IATA as prescribed in Appendix 'C' to this Resolution;
- **7.5** 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";
- **7.6** 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.
- **7.7** 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.
- 7.8 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;

- **7.9** 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;
- 7.10 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.

# 8. 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:

- **8.1** 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 Concurrence 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:
- **8.2** 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;
- **8.3** upon acceptance by the Agency Administrator, the GSSA agrees;
- **8.3.1** to pay the applicable joining fees set by ISS Management;
- **8.3.2** to contribute to the management and other costs of such CASS as set by ISS Management;
- **8.3.3** to meet the financial criteria established by the Conference, if any;
- **8.4** 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;
- **8.5** upon joining a CASS, a GSSA must sign a Counter-indemnity Agreement with IATA, as prescribed in Appendix 'C1' to this Resolution;
- **8.6** 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";
- **8.7** 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.

- **8.8** 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).
- 8.9 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;
- □ 8.10 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;
- 8.11 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.

# 9. 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.

# 10. 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 Customer Advisory Groups Cargo (LCAGC), for subsequent endorsement by the CPG. The contents of this Manual shall be in conformity with applicable IATA Resolutions and are described in Appendix H.

## 11. 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.

# 12. AIRLINE SUSPENSION OF OPERATIONS

## 12.1 Reasons for Suspension

 $\triangle$  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.

### 12.2 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.

## 12.3 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.

## 13. OTHER TERMINATION

**13.1(a)** notwithstanding paragraph 11 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

**13.1(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,

**13.1(a)(ii)** ISS Management has notified such CASS Airline of the amount owing.

**13.1(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

**13.1(b)** if a CASS Airline fails to pay any amount due in relation to a CASS settlement, as provided for in subparagraph 4.2 or 7.3 above;

**13.1(c)** then ISS Management may suspend or terminate such CASS Airlines' participation in all CASS.

## 14. 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.

## 15. SUSPENSION FROM CASS

Pursuant to the provisions of paragraphs 4, 7 and 8 of Resolution 851, a CASS participant may be suspended from CASS for not adhering to participation conditions and obligations.

## 16. 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.

## 17. 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.



## Appendix 'B'

# RULES AND PROCEDURES LOCAL CUSTOMER ADVISORY GROUPS CARGO (LCAGC)

## 1. Function

Local Customer Advisory Groups-Cargo (LCAGC) are established by the Cargo Agency Conference wherever a CASS is in operation. Each LCAGC provides advice to ISS Management on customer service issues and in particular, establishing and addressing local needs.

## 2. Membership

The LCAGC will normally consist of not more than 10 persons. The Cargo Agency Conference may authorise a larger number, following a request from an area. LCAGC members and their designated alternates shall be elected for a two-year term by all Participating Airlines in that CASS, from nominations received from these Participating Airlines. Ideally, LCAGC members should be suitably qualified representatives at a senior level, providing expertise in the different fields of the CASS activity. LCAGC members attend LCAGC meetings as local industry representatives.

- **2.1** If elected, GSSAs/GSAs may be accepted as LCAGC members. They may participate in LCAGC meetings representing themselves alone and not representing their appointing Airlines.
- **2.2** A Participating Airline may nominate a suitably qualified individual from a GSSA/GSA.If elected, such GSSA/GSA individual shall attend the LCAGC meetings as a local industry representative, and their LCAGC membership shall represent no greater weight than any other LCAGC member despite that the GSSA's/GSA's business may serve as an agent or representative of more than one Participating Airline.

## 3. Meetings, Quorum and Voting

The frequency of meetings is determined by ISS Management, in consultation with CPG or the LCAGC. A quorum shall be a simple majority (one half plus one) of the membership. Each LCAGC is a consultative body and therefore there will be no formal voting. LCAGC will act in the form of making recommendations. Each LCAGC will elect its Chairman from among its members. The local ISS Manager will act as Secretary of these meetings. Other Participating Airlines in the CASS may attend meetings as observers, subject to the prior consent of the CAGC Secretary. Representatives of non-airline entities participating in that CASS may attend certain parts of a CAGC meeting, at the invitation of its Chairman and ISS Management. Additionally, the local/regional ISS Manager may call a customer meeting, at least once per year.

## 4. Activities

ISS Management may typically consult a LCAGC for:

- advice, as a user forum, on all local matters presented to it by ISS Management, concerning the local operation of CASS;
- advice to the local ISS Manager on the establishment of local CASS business requirements and enhancements, especially where differences from worldwide policy and standards are sought;
- guidance to the local ISS Manager, concerning: marketplace activities and development opportunities, and other local/area needs;
- other matters, as appropriate.

## 5. Agenda and Reports

The Agenda of each LCAGC shall consist of customer service issues on which ISS Management seeks the advice of the LCAGC, or proposals submitted by Participating Airlines. It shall be circulated by the LCAGC Secretary not later than 10 days before the start of the meeting. The report of LCAGC meetings shall be submitted to the CPG and circulated promptly by the Secretary to LCAGC Members, and all Participating Airlines. The Secretary of the LCAGC will provide a regular update on action taken pursuant to recommendations from the LCAGC.



and

## **RESOLUTION 851**

Appendix 'C'

## **COUNTERINDEMNITY AGREEMENT**

# Relating to the Operation of CASS-Export Bank Accounts by IATA ("Single Counterindemnity-CASS")

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          | For and on behalf of:                   |  |
|-------------------------------|-----------------------------------------|--|
| (full name of Airline)        | International Air Transport Association |  |
| Signature                     | Signature                               |  |
| (full name of person signing) | (full name of person signing)           |  |
| (title of person signing)     | Agency Administrator                    |  |
|                               | (title of person signing)               |  |
| (place, date)                 | (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.



Appendix 'C1'

Agreement entered into:

# COUNTERINDEMNITY AGREEMENT FOR GSSAs Relating to the Operation of CASS-Export Bank Accounts by IATA ("Single Counterindemnity-CASS")

| 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          | For and on behalf of:                   |  |
|-------------------------------|-----------------------------------------|--|
| (full name of GSSA)           | International Air Transport Association |  |
| Signature                     | Signature                               |  |
| (full name of person signing) | (full name of person signing)           |  |
| (title of person signing)     | Agency Administrator                    |  |
|                               | (title of person signing)               |  |
| (place, date)                 | (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.



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 authorised 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 and employees 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                                                        |
| 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

# TATA

## Cargo Agent's Handbook—Resolution 807—China

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;
- 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 issubstantiated 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

On behalf of the CASS Airlines by the Agency Administrator or his authorised representative:

On behalf of the CASS Associate:

...... Title:



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;
- 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;
- 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 and employees 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:
- 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
- execution of the Cargo Agency Agreement or where applicable Cargo Intermediary Agreement by the CASS Associate; or
- 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 thisday of                                                  |
| On behalf of the CASS Airlines by the Agency Administrator or his authorised representative: |
| On behalf of the CASS Associate:                                                             |
| Title:                                                                                       |



## 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 requirements are adopted:

CASS Associates Global Requirements

- CASS Associate new applicants will be requested to present an upfront financial security, as outlined under item 4.
- 1 (one) CASS Airline recommendation is required for new applicants.
- Current CASS Associates with 3 Irregularities accumulated in the last 12 consecutive months are to provide a financial security, as outlined under item 4.
- Amount of financial security to be calculated based on the amount at risk.

An individual financial security provided by a bank, such as a bank guarantee, standby letter of credit, or letter of credit; or if provided by other than a bank, an insurance bond or surety bond, or have acceptable default insurance, or an approved third party guarantee. The provisions for acceptability of providers of default insurance, bonds and guarantees provided by other than banks, including the type and terms of any such financial security guarantee or bond, are set out in Resolution 817.

Any financial security and guarantee provided to IATA must be renewed before it expires. Failure on the part of a CASS Associate to provide or maintain the required amount of any financial security, or renew its guarantee or security before the expiry date will result in suspension of the CASS Associate and notice of termination of the CASS Associate Agreement.

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.

Any Financial Security required from an applicant/CASS Associate must cover of "Amount at Risk" based on its average air cargo sales/settlements during the period of "Days' Sales at Risk".

"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).

"Amount at Risk" is calculated by dividing the CASS Associate's total annual air cargo sales/settlements, or estimated settlements to airlines by 360 and multiplying that amount by the "Days at Risk". In cases where a full year's sales/settlements of the applicant/CASS Associate are not available via CASS or directly from the CASS Associate or from airlines, or if these sales/settlement figures no longer reflect the current situation of the CASS Associate, then an average of a shorter period, but not less than 3 months/90 days, may be applied.

The minimum amount of any Financial Security provided to IATA by a CASS Associate shall be USD 5,000 or equivalent in local currency, or as specified under the local requirements.

Monitoring of CASS Associates sales volume increase or decrease for the ones holding a financial security following in adjustment of financial security amount.

Adjustments of financial security amount will be requested in the following situations:

20% or a minimum of (amount could range between USD 10,000 and USD 30,000 - tba) increase of the CASS Associate's sales/settlement amount in the last 3 months. 20% or a minimum of (amount could range between USD 10,000 and USD 30,000 - tba) decrease of the CASS Associate's sales/settlement amount in the last 3 months.

- New and current CASS Associate in default to pay the full outstanding amount and place a new financial security as a condition for reinstatement.
- 6) No financial reviews.
- in this Appendix and Attachment 'B' hereto in respect of 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 settlements. In such cases, individual airlines participating in CASS shall not request a separate, bilateral, duplicate financial security from such Associate covering those same CASS Export settlements. 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 in the Industry Financial Security.

**Note:** Current CASS Associates shall furnish a financial security as per Attachment 'B' the Table by CASS Country of CASS Associates Requirements.

## **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 ≥130%;
- c) Liquid Ratio–(Current Assets–Inventory) divided by Current Liabilities ≥100%;
- d) Cash Ratio-Cash & Bank divided by Current Liabilities ≥30%;
- e) Assets Liabilities Ratio-Total Liabilities divided by Total Assets ≤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 | НО    | 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<br>Irregularities to trigger<br>Financial Security | 100% Industry<br>Guarantee for all<br>CASS Associates<br>all times |
|-----------------------------|---------------------------------------------------|--------------------------------------------------------------|--------------------------------------------------------------------|
| Global Requirements         | USD 5,000                                         | 3 (three)                                                    | Not Applicable                                                     |
| BAHRAIN (GULF)              | USD 20,000                                        | Not Applicable                                               | YES                                                                |
| BRAZIL                      | USD 10,000                                        | 3 (three)                                                    | Not Applicable                                                     |
| CHILE                       | USD 10,000                                        | Not Applicable                                               | YES                                                                |
| CHINA (PEOPLE'S REPUBLIC)   | USD 25,000 (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                                                                |

 $<sup>\</sup>triangle$  \* 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:           |

- 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 The amounts for participation in CASS (country) are as follows:

(a) Non-IATA Air Carrier Joining fee
 (b) Non-IATA air carrier annual fee
 USD 3,500.00\*
 USD 500.00

<sup>\*</sup> Amount determined for country by ISS Management in conjunction with CPG



- (c) Annual charges in accordance with pricing schedule communicated and published by ISS Management (all amounts, plus tax, if applicable).
  - The amounts specified under (a) and (b) above 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. The amounts specified under (c) above shall be payable according to a payment schedule established by CASS (country).
- 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.
- 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.
- 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:           |

- 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 The amounts for participation in CASS (country) are as follows:
  - (a) GSSA joining fee USD  $3,500.00^*$  (b) GSSA annual fee USD  $500.00^*$
  - (c) Annual charges in accordance with the pricing schedule communicated and published by ISS Management (All amounts plus tax if applicable)

The amounts specified under (a) and (b) above 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. The amounts specified under (c) above shall be payable according to a payment schedule established by CASS (country).

- 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.

<sup>\*</sup> Amount determined for country by ISS Management in conjunction with CPG

## **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

|       |         | irline:                                                                                                                                                                                                                                      |
|-------|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (a)   | settle  | by authorises (name of GSSA applicant) to act on its behalf in the collection and payment of all amounts ed through the Cargo Accounts Settlement System of (country) to which the above-named GSSA is applying ecome a Billing Participant; |
| (b)   | confi   | irms 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.                                                                                                   |
| Signa | ature:  |                                                                                                                                                                                                                                              |
| Nam   | e (in p | rint):                                                                                                                                                                                                                                       |
|       |         | · · · · · · · · · · · · · · · · · · ·                                                                                                                                                                                                        |
| 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.

 $<sup>^{\</sup>star}$  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. |  |  |
| Signa            | ture:                                                                                                                                                                                                                                                                                                                          |  |  |
| Name             | e (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.

 $<sup>^{\</sup>ast}$  A separate authorisation should be provided for each airline represented by the GSSA





## 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

CAC1(45)851f (except USA) (amended)

Expiry: Indefinite Type: B

CAC2(45)851f (amended) CAC3(45)851f (amended)

### RESOLVED that:

- 1. In all CASS countries, the Cargo Agency Conference (CAC) hereby establishes a CASS Consultative Council (CCC), to ensure full local consultation between IATA and participating carriers with the national association(s) of IATA Cargo Agents and IATA Cargo Intermediaries, on the operation of the CASS-Export and CASS Import & Terminal Charges (CASS ITC).
- 2. In particular, the CCC shall ensure that any enhancements or modifications to the CASS, which could affect the IATA Cargo Agents and IATA Cargo Intermediaries' interests, are discussed in advance with the local cargo-intermediaries' association whose members could be affected by the proposed changes.
- **3.** Upon receiving notice of the meeting and its agenda, the local cargo intermediaries' association shall notify the Air Freight Institute of FIATA, provide it with an agenda, and to the extent possible, a list of the intended participants, at least 21 days in advance of the convening of a CCC.
- **4.** The resulting views of the CCC shall be sent to and received by the IATA-FIATA Consultative Council 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.

In the event there is no local cargo intermediaries association representing the interests of either the local freight forwarders or cargo agents, IATA shall send notice of the CCC to the Chairman of the Air Freight Institute of FIATA, and FIATA shall assist in identifying candidates to attend the meeting such that the local intermediary community is appropriately represented.



# RESOLUTION 853 CASS-IMPORT & TERMINAL CHARGES

△ CAC1(MV C114)853 (except Expiry: Indefinite USA) (amended) Type: B
CAC2(MV C114)853 (amended)
CAC3(MV C114)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 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 the IATA Cargo Committee has established a CASS Policy Group (hereinafter referred to as "CPG") to provide policy direction to IATA on CASS matters and to provide advice to IATA on all matters relating to the functional management and operation of CASS;

WHEREAS it is recognised that the terms of reference and activities of the CPG are to:

- Provide a CASS consultative forum between IATA and Member airlines
- Formulate a global representation policy
- Develop the CASS cost sharing formula and CASS pricing policy
- Develop a CASS country development plan
- Approve the commencement of all new feasibility studies and appoints CASS feasibility study groups to work with IATA in the preparation of feasibility study reports
- Review reports received from the Local Customer Advisory Groups

- Monitor local CASS member costs
- Review the CASS budgets on a consultative basis

WHEREAS it is further recognised that in the event of any disagreement or dispute between the CPG and IATA, such dispute shall be referred to the Cargo Committee;

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. LOCAL CUSTOMER ADVISORY GROUPS—CARGO (LCAGC)

**2.1** the Conference has established Local Customer Advisory Groups—Cargo (LCAGC) in countries wherever a CASS is in operation, to provide advice to ISS Management on local customer service issues and to coordinate local needs;

- **2.2** the Conference determines the procedures for  $\Box$  **4.9** a Member must have the ability to prevent any establishing the membership of the LCAGC; transactions which are not for the issuance of Air Way-
- **2.3** the Rules and Procedures for the LCAGC, as agreed by the Conference, are contained in Appendix 'B' to this Resolution and constitute part hereof.

# 3. 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.

# 4. PARTICIPATION BY MEMBERS OR WHERE APPOINTED, GSSAs

**NOTE:** "Or Where Appointed GSSAs" adopted CAC37 not endorsed by EACP JC therefore not applicable EACP Area.

- **4.1** 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;
- **4.2** 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;
- **4.3** a Member's participation shall be dependent on it continuing to meet financial criteria established by the Conference, if any;
- **4.4** 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;
- **4.5** 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";
- **4.6** 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.
- 4.7 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;
- 4.8 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;

**4.9** 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.

## 5. PARTICIPATION BY RECIPIENTS

- **5.1** 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:
- **5.1.1** 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:
- **5.1.2** 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;
- **5.2** an applicant to become a CASS Recipient must sign the agreement specified in Appendix 'D' to this Resolution;
- **5.3** 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;
- **5.4** 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.
- **5.5** 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.

# 6. 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.

**6.1** 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:

- **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-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 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;
- **6.4** 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;
- **6.5** 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";
- **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.
- G.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;
- 6.8 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;
- G.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.

# 7. 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:

7.1 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;
- **7.2** upon acceptance by the Agency Administrator, the GHA agrees;
- **7.2.1** to pay the applicable joining fees set by ISS Management;
- **7.2.2** to contribute to the management and other costs of such CASS-Import & Terminal Charges as set by ISS Management:
- **7.2.3** to meet the financial criteria established by the Conference, if any;
- **7.3** 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;
- **7.4** upon joining a CASS-Import & Terminal Charges, a GHA must sign a Counterindemnity Agreement with IATA as prescribed in Appendix 'C1' to this Resolution;
- **7.5** 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";
- **7.6** 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.
- **7.7** 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.

#### 8. CASS DELIVERING COMPANY

Pursuant to Paragraphs 4, 6 and 7 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.

# 9. 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.

# 10. 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 Customer Advisory Groups—Cargo (LCAGC), for subsequent endorsement by the CPG. The contents of this Manual shall be in conformity with applicable IATA Resolutions and CPG endorsed participation rules, and are described in Appendix 'H'.

### 11. 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.

# 12. AIRLINE SUSPENSION OF **OPERATIONS**

## 12.1 Reasons for Suspension

riangle 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.

# 12.2 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.

#### 12.3 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.

#### 13. REPORTING

As outlined in the CASS ITC Local Customer Services Manual.

### 14. BILLINGS

As outlined in the CASS ITC Local Customer Services Manual.

#### 15. REMITTANCES

As outlined in the CASS ITC Local Customer Services Manual.

#### 16. NOTIFICATION OF LATE PAYMENT

As outlined in the CASS ITC Local Customer Services Manual.

#### 17. SUSPENSION FROM CASS

Pursuant to the provisions of paragraphs, 4, 6, 7 and 8 of Resolution 853, a Delivering Company may be suspended from CASS for not adhering to participation conditions and obligations.

### 18. 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.

#### 19. 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

Appendix F: Application and Concurrence-Ground

**Handling Agent** 

Appendix G: Local Customer Services Manual-CASS

(Import) Contents Outline.



# Appendix 'B'

# RULES AND PROCEDURES LOCAL CUSTOMER ADVISORY GROUPS—CARGO (LCAGC)

### 1. Function

Local Customer Advisory Groups-Cargo (LCAGC) are established by the Cargo Agency Conference wherever a CASS is in operation. Each LCAGC provides advice to ISS Management on customer service issues and in particular, establishing and addressing local needs.

# 2. Membership

The LCAGC will normally consist of not more than 10 persons. The Cargo Agency Conference may authorise a larger number, following a request from an area. LCAGC members and their designated alternates shall be elected for a two-year term by all Participating Delivering Companies in that CASS, from nominations received from participating Delivering Companies. Ideally, LCAGC members should be suitably qualified representatives at a senior level, providing expertise in the different fields of the CASS activity. LCAGC members attend LCAGC meetings as local industry representatives.

# 3. Meetings, Quorum and Voting

The frequency of meetings is determined by ISS Management, in consultation with CPG or the LCAGC. A quorum shall be a simple majority (one half plus one) of the membership. Each LCAGC is a consultative body and therefore there will be no formal voting. LCAGC will act in the form of making recommendations. Each LCAGC will elect its Chairman from among its members. The local ISS Manager will act as Secretary of these meetings. Other Participating Airlines in the CASS may attend meetings as observers, subject to the prior consent of the CAGC Secretary. Representatives of non-airline entities participating in that CASS may attend certain parts of a CAGC meeting, at the invitation of its Chairman and ISS Management. Additionally, the local/regional ISS Manager may call a customer meeting, at least once per year.

## 4. Activities

ISS Management may typically consult a LCAGC for:

- advice, as a user forum, on all local matters presented to it by ISS Management, concerning the local operation of CASS.
- advice to the local ISS Manager on the establishment of local CASS business requirements and enhancements, especially where differences from worldwide policy and standards are sought.

guidance to the local ISS Manager, concerning:

- marketplace activities and development opportunities, and other local/area needs.
- other matters, as appropriate.

### Agenda and Reports

The Agenda of each LCAGC shall consist of customer service issues on which ISS Management seeks the advice of the LCAGC, or proposals submitted by Participating Airlines. It shall be circulated by the LCAGC Secretary not later than 10 days before the start of the meeting. The report of LCAGC meetings shall be submitted to the CPG and circulated promptly by the Secretary to LCAGC Members, and all Participating Airlines. The Secretary of the LCAGC will provide a regular update on action taken pursuant to recommendations from the LCAGC.

# **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:

| or and on behalf of For and on behalf of: |                                         |
|-------------------------------------------|-----------------------------------------|
| (full name of Airline )                   | International Air Transport Association |
| Signature                                 | Signature                               |
| (full name of person signing)             | (full name of person signing)           |
| (title of person signing)                 | Agency Administrator                    |
|                                           | (title of person signing)               |
| (place, date)                             | (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 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 Chargesor 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                   | For and on behalf of:                   |  |
|----------------------------------------|-----------------------------------------|--|
| (full name of CASS Delivering Company) | International Air Transport Association |  |
| Signature                              | Signature                               |  |
| (full name of person signing)          | (full name of person signing)           |  |
| (title of person signing)              | Agency Administrator                    |  |
|                                        | (title of person signing)               |  |
| (place, date)                          | (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.



# 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)                                               |



# 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 paticipation 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.



# 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.



- 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.



# 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 inthe 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 paticipation 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.



# 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:     |
|    |              |

- 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.



# 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)

(amended)

CAC2(48)881 (amended) CAC3(48)881 (amended) Expiry: Indefinite

Type: A

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 writting 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.



# **RESOLUTION 881**

Attachment 'A'

XYZ AGENT (use Cargo Agent's Letterhead)

# APPLICATION FORM\* REDUCED FARE TRANSPORTATION RESOLUTION 881

| Member to which Application is made                        |                                                                                                                           |                                                                                                                |                                                                                                      |                                                                                               |   |
|------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|---|
|                                                            |                                                                                                                           |                                                                                                                |                                                                                                      |                                                                                               |   |
|                                                            |                                                                                                                           |                                                                                                                |                                                                                                      | Mr/Mrs/Mi                                                                                     |   |
| -                                                          | · ·                                                                                                                       |                                                                                                                |                                                                                                      |                                                                                               |   |
|                                                            | . •                                                                                                                       |                                                                                                                |                                                                                                      |                                                                                               |   |
|                                                            |                                                                                                                           |                                                                                                                |                                                                                                      |                                                                                               |   |
| Type of Discou                                             |                                                                                                                           | ,                                                                                                              |                                                                                                      |                                                                                               |   |
| · ·                                                        | % normal allotment                                                                                                        | 50% norm                                                                                                       | nal fare                                                                                             |                                                                                               |   |
| 75                                                         | % additional allotment                                                                                                    | Class of s                                                                                                     | ervice desired:                                                                                      |                                                                                               |   |
| Details of Itine                                           | rary Request (reservations                                                                                                |                                                                                                                |                                                                                                      |                                                                                               |   |
| From                                                       | То                                                                                                                        | A : 1:                                                                                                         | Flight No.                                                                                           | Date                                                                                          |   |
| The undersign conditions of R particular, the We undertake | ed being duly authorised to<br>Resolution 881 and declare<br>clauses relating to eligibility<br>to pay the amount of fare | o sign on behalf of the A<br>s that this Application is<br>y of the Agent and eligib<br>due to the Member as a | pproved Agent has read made in accordance with ility of the person travellir consequence of this App | •                                                                                             | t |
|                                                            | and to remit such amount v                                                                                                |                                                                                                                |                                                                                                      |                                                                                               |   |
| It is understood response to thi                           |                                                                                                                           | of any change in eligibili                                                                                     | ty and we will thereupon                                                                             | return any tickets issued in                                                                  |   |
| any material m                                             | iisrepresentation on this Ap<br>lude forfeiture of reduced f                                                              | oplication will result in ac                                                                                   | ction being taken under th                                                                           | respects. We understand that<br>le Cargo Agency Rules. Such<br>ansportation we attach a valid |   |
| Name:                                                      |                                                                                                                           |                                                                                                                |                                                                                                      |                                                                                               |   |
| Position in age                                            | ency:                                                                                                                     |                                                                                                                |                                                                                                      |                                                                                               |   |
|                                                            |                                                                                                                           |                                                                                                                |                                                                                                      |                                                                                               |   |
| Official Stamp                                             | of the Agent                                                                                                              |                                                                                                                |                                                                                                      |                                                                                               |   |
| Date of this An                                            | onlication:                                                                                                               |                                                                                                                |                                                                                                      |                                                                                               |   |

<sup>\*</sup> This form is to be reproduced exactly as it appears in the IATA Cargo Agent's Handbook with no omissions, deletions or alterations. It is to be completed either by typewriter or by hand in ink, using block letters.





# 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)





# REDUCED FARE TRANSPORTATION FOR CANDIDATES ATTENDING CERTAIN APPROVED IATA CARGO TRAINING COURSES OR EXAMINATIONS

CAC1(17)883 (except USA) CAC2(20)883 Expiry: Indefinite

Type: B

CAC2(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.



# DISCLOSING ANOTHER MEMBER'S POSITION TAKEN AT AN IATA MEETING

CAC1(01)893 Expiry: Indefinite

CAC2(01)893 Type: B

CAC3(01)893

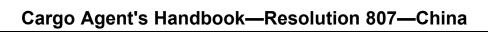
RESOLVED that, no Member shall disclose to anyone other than a Member or the IATA Secretariat the position taken by another Member at an IATA Meeting concerning cargo agency matters, with the effect of discrediting or detrimentally affecting the interest of such other Member.

# **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.







# 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 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

Air Malta

British Airways

Brussels Airlines

Bulgaria Air

Air Meldaya

CAL Cargo Airlines

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 Iran Aseman Airlines

Corendon AirlinesIsrairCorsair InternationalITA AirwaysCroatia AirlinesJapan Airlines

Cubana Japan Transocean Air Cyprus Airways Jazeera Airways

Czech AirlinesJeju AirDelta Air LinesJetBlueDHL AirJin AirDHL AviationJordan A

DHL Aviation Jordan Aviation
Eastern Airlines Juneyao Airlines
Eastern Airways Kam Air

Egyptair Kenya Airways
EL AL KLM

Emirates Korean Air
Ethiopian Airlines Kunming Airlines
Etihad Airways Kuwait Airways

EuroAtlantic Airways La Compagnie

European Air Transport

Eurowings

EVA Air

La Compagnie

LAM

Lao Airlines

LATAM Airlines Brasil

Evelop Airlines

FedEx Express

LATAM Airlines Colombia

LATAM Airlines Ecuador

Fiji Airways

LATAM Airlines Group

LATAM Airlines Paraguay

Fly Baghdad

LATAM Airlines Peru

flydubai

LATAM Cargo Brasil

FlyEgypt LATAM Cargo Chile

Flynas Loong Air
Flyone LOT Polish Airlines

Freebird Airlines

French Bee

Lufthansa

Fuzhou Airlines

Lufthansa Cargo

Garuda Indonesia

Lufthansa CityLine

German Airways Malaysia Airlines
GOL Linhas Aereas Mandarin Airlines

GOL Linhas Aereas Mandarin Airlines
Gulf Air Martinair Cargo
GX Airlines Mas Air

Hahn Air Mauritania Airlines International Hainan Airlines MEA

Luxair

Hawaiian Airlines MIAT Mongolian Airlines
Hebei Airlines MNG Airlines

Hi Fly Myanmar Airways International

Hong Kong Air Cargo
National Airlines
Hong Kong Airlines
NCA Nippon Cargo Airlines

Hong Kong Airlines NCA Nippon Cargo Airlines
Hong Kong Express Airways Neos

IBERIA Nesma Airlines
Icelandair Nile Air

IndiGo NordStar

Iran Air Nordwind Airlines
Iran Airtour Airline Nouvelair

Georgian Airways



Okay Airways Olympic Air Oman Air

Overland Airways

Paranair Pegas Fly Pegasus Airlines PGA Portugalia Airlines Philippine Airlines

PIA Pakistan International Airlines

Polar Air Cargo Poste Air Cargo Precision Air Privilege Style Qantas Qatar Airways Qazaq Air Ravn Alaska Rossiya Airlines Royal Air Maroc Royal Brunei Royal Jordanian Ruili Airlines RusLine RwandAir S7 Airlines

SATA Air Acores Saudi Arabian Airlines

SCAT Airlines SF Airlines

Safair

SAS

Shandong Airlines Shanghai Airlines Shenzhen 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** 

TAP Portugal TAROM Tassili Airlines

Thai Airways International

Thai Lion Air Thai Smile Tianjin Airlines

TUIfly Tunisair Turkish Airlines T'way Air

Ukraine International Airlines

UNI AIR
United Airlines
UPS Airlines
Ural Airlines
Urumqi Air
UTair

Uzbekistan Airways

Vietjet

Vietnam Airlines Virgin Atlantic Virgin Australia

Vistara Volaris Volotea Vueling Wamos Air West Air WestJet

White Coloured by You

Wideroe World2Fly Xiamen Airlines YTO Cargo Airlines







# 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)              | Χ    | Χ      | Χ      |        |
| AEROLINEAS ARGENTINAS (AR)   | X    | Х      | Χ      | Х      |
| AEROMEXICO (AM)              |      |        | Χ      |        |
| AIR ALGERIE (AH)             |      |        | 9      |        |
| AIR CANADA (AC)              | Χ    | 1      | 5      | Χ      |
| AIR FRANCE (AF)              | Χ    | Χ      | Χ      | Χ      |
| AIR—INDIA (AI)               |      | 1      | 16     | Χ      |
| AIR MALAWI (QM)              |      |        | Χ      |        |
| AIR MALTA P.L.C. (KM)        | Χ    |        | Χ      | 24     |
| AIR MAURITIUS (MK)           |      |        | Χ      |        |
| AIR NEW ZEALAND (NZ)         | Χ    |        | Χ      |        |
| AIR NIUGINI (PX)             |      | Χ      | Χ      | Χ      |
| AIR PACIFIC (FJ)             |      |        |        | Χ      |
| AIR VANUATU (NF)             |      |        |        | Χ      |
| AIR ZIMBABWE (UM)            |      | Χ      | Χ      |        |
| ALASKA AIRLINES (AS)         |      | 1      |        |        |
| ALITALIA S.P.A. (AZ)         | Χ    | Χ      | Χ      | Χ      |
| ALL NIPPON AIRWAYS (NH)      | Χ    | 8      | Χ      | Χ      |
| AMERICAN AIRLINES (AA)       | Χ    | Χ      | Χ      | Χ      |
| ANGOLA AIRLINES (DT)         |      |        | 13     |        |
| AUSTRIAN AIRLINES (OS)       | Χ    | Χ      | Χ      | Χ      |
| AVIANCA (AV)                 |      | 6      | Χ      |        |
| BRITISH AIRWAYS (BA)         | Χ    | Χ      | Χ      | Χ      |
| BWIA WEST INDIES AIRWAYS LTD |      | Χ      |        |        |
| CARGOLUX AIRLINES INT SA     | Χ    |        |        |        |
| CATHAY PACIFIC (CX)          | Χ    | Χ      | Χ      | Χ      |
| CONTINENTAL AIRLINES (CO)    | Χ    | Χ      |        | Χ      |
| CUBANA (CU)                  |      | Χ      | Χ      | Χ      |
| CYPRUS AIRWAYS (CY)          | Χ    |        | Χ      |        |
| CZECH AIRLINES (OK)          | Χ    | Χ      | Χ      | Χ      |
| DELTA AIR LINES (DL)         | Χ    | Χ      | Χ      |        |
| DRAGONAIR (KA)               |      |        |        | X      |
| EGYPTAIR (MS)                | Χ    |        | 20     | X      |
| EL AL (LY)                   |      | Χ      | Χ      | Χ      |
| EMIRATES (EK)                | Χ    | Χ      | Χ      | Χ      |
| ETHIOPIAN AIRLINES (ET)      |      |        | Χ      | Χ      |
| FEDERAL EXPRESS (FX)         |      | Χ      | Χ      | Χ      |
| FINNAIR (AY)                 | Χ    | X      | X      | X      |



|                                                | EACP | Area 1 | Area 2 | Area 3 |
|------------------------------------------------|------|--------|--------|--------|
| GARUDA (GA)                                    | Х    |        | Х      | Х      |
| GHANA AIRWAYS (GH)                             |      | Х      | Х      |        |
| GULF AIR (GF)                                  |      |        |        | Х      |
| IBERIA (IB)                                    |      | Х      | Χ      | X      |
| ICELANDAIR (FI)                                |      |        | Χ      |        |
| IRAN AIR (IR)                                  |      |        | Χ      | X      |
| JAPAN AIRLINES (JL)                            | X    | X      | Χ      | Χ      |
| JAT AIRWAYS                                    | X    | Χ      | Χ      | X      |
| KENYA AIRWAYS (KQ)                             |      |        | 16     | Х      |
| KLM—KLM ROYAL DUTCH AIRLINES (KL)              | X    | X      | Χ      | X      |
| KOREAN AIR (KE)                                | X    | 1      | 31     | 24     |
| KUWAIT AIRWAYS (KU)                            |      | Χ      | 14     | X      |
| LACSA—LÍNEAS AÉREAS COSTARRICENSES S.A. (LR)   |      | 3, 7   |        |        |
| LAN CHILE CARGO (UC)                           |      | Χ      |        |        |
| LAN CHILE SA                                   |      |        |        | Х      |
| LIBYAN ARAB AIRLINES (LN)                      |      |        | 14     |        |
| LOT—POLISH AIRLINES (LO)                       | X    |        | Χ      | Х      |
| LTU—LTU INTERNATIONAL AIRWAYS (LT)             |      |        |        | Х      |
| LUFTHANSA CARGO (LH)                           | Х    | Х      | Χ      | X      |
| LUXAIR (LG)                                    | ,    | ^      | X      | ^      |
| MALAYSIA AIRLINES (MH)                         |      |        | ^      | Х      |
| MALEV—HUNGARIAN AIRLINES PUBLIC LTD. CO. (MA)  |      |        | 19     | ^      |
| MEA—MIDDLE EAST AIRLINES AIRLIBAN S.A. (ME)    | X    | Х      | 14     | Х      |
|                                                | X    | ^      |        |        |
| NIPPON CARGO AIRLINES (KZ)                     | ^    | V      | 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     | Х      |
| QANTAS (QF)                                    | 33   | X      | X      | X      |
| ROYAL JORDANIAN (RJ)                           |      | Х      | 9      | Х      |
| SAA—SOUTH AFRICAN AIRWAYS (SA)                 |      | Х      | Х      | Х      |
| SAS—SCANDINAVIAN AIRLINES SYSTEMS (SK)         | Х    | Х      | Х      | Х      |
| SHANGHAI AIRLINES CO. LTD.                     | X    |        |        |        |
| SIA—SINGAPORE AIRLINES LTD. (SQ)               |      | Х      | Χ      | X      |
| SINGAPORE AIRLINES CARGO (SQ)                  | X    | Χ      | Χ      | X      |
| SOLOMON AIRLINES (IE)                          |      |        |        | Х      |
| SRILANKAN (UL)                                 |      |        | Χ      | X      |
| SWISS (LX)                                     |      | X      | Χ      |        |
| SYRIANAIR (RB)                                 |      |        | 15     |        |
| TAP—AIR PORTUGAL (TP)                          | X    | X      | Χ      |        |
| THAI AIRWAYS (TG)                              | X    |        |        | 32     |
| THY—TURKISH AIRLINES INC. (TK)                 |      |        | Χ      | Х      |
| T.M.A.—TRANS MEDITERRANEAN AIRWAYS S.A.L. (TL) |      | Х      | 14     | Х      |
| UNITED AIRLINES (UA)                           | Х    | 1      | X      | X      |
| WIDEROE (WF)                                   |      |        | 29     |        |
| / /                                            |      |        |        |        |

# TATA

# IATA Member Airlines Appointing by General Concurrence

# **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.







# 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 consignement 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 alltoment.

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.



# **Glossary of Commonly Used Air Traffic Terms**

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.







# **ALPHABETICAL INDEX**

| Subject matter                                                     | or Page Reference            |
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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.

# **TO CONTACT IATA CARGO**

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