



INTERNATIONAL AIR TRANSPORT ASSOCIATION

**FINALLY ADOPTED RESOLUTIONS
EXPEDITED FILING**

**32nd CARGO SERVICES CONFERENCE
(CSC/32)**

Vancouver, 10 March 2010



MEMORANDUM
CSC/32/Meet/007/2010

TO: All Members of IATA
Cargo Services Conference Accredited Representatives

CC: IATA Regional Directors/Cargo Managers
Members, Cargo Procedures Conferences Management Group
IATA/FIATA Consultative Council
Members, IATA Strategic Partners – Cargo Services

FROM: Secretary, Cargo Services Conference

DATE: 16 April 2010

SUBJECT: FINALLY ADOPTED RESOLUTIONS –
32nd Cargo Services Conference (CSC/32) – 10 March 2010
Vancouver, Canada

EXPEDITED RESOLUTIONS: 600b, 600f, 600g, 600h, 601, 607, 660, 670, 683
EXPEDITED RECOMMENDED PRACTICES: 1650, 1675, 1676

Please find attached Resolutions 600b, 600f, 600g, 600h, 601, 607, 660, 670, and 683 and Recommended Practices 1650, 1675 and 1676, as finally adopted at CSC/32 for expedited effectiveness.

The filing period runs from **16 April 2010 to 15 June 2010**, with an intended effective date of **1 July 2010**. The final effectiveness date will be communicated to Members by a Declaration of Effectiveness Memorandum as soon as all required government approvals have been obtained.

Members are requested to file the Resolutions and Recommended Practices with their Government authorities where required, and to advise IATA Secretariat of their Government's action **by 15 June 2010**, the end of the filing period. As usual, filing formalities with the U.S. Department of Transportation will be handled by the IATA Washington office on behalf of the U.S. Members. The Montreal office will handle filing formalities with the Canadian Transportation Agency, on behalf of Canadian Members.

Please note that the Resolutions and Recommended Practices will be declared effective upon receipt of the required Government approvals, in accordance with Resolutions 001 and 006.

Frederic Leger
Head Cargo Business Process, IATA

Attachments. 

FINALLY ADOPTED RESOLUTIONS SUMMARY

The following Resolutions and Recommended Practices emanating from CSC/32 are requested for approval. The intended effective date is **1 July 2010**.

Resolution/ Recommended Practice	Summary of Amendment
<p>RESOLUTION 600b Air Waybill – Conditions of Contract (Amending)</p>	<ul style="list-style-type: none"> • Harmonize the MC99 liability limit universally across all routes on a worldwide basis; • Revise the footnote to clarify IATA Secretariat’s ability to update the Resolution to align with the future changes to the MC99 liability limits; • Revise the Notice Concerning Carriers’ Limitation of Liability to conform with the changes to the liability limits.
<p>RESOLUTION 600f Form and Use of the Shipment Record (Amending)</p>	<p>Delete the phrase ‘as amended from time to time’.</p>
<p>RESOLUTION 600g Form and Use of the Receipt for the Cargo (also known as the Cargo Receipt) (Amending)</p>	<p>Delete the phrase ‘as amended from time to time’.</p>
<p>RESOLUTION 600h Consent of the Shipper to the Substitution of the Air Waybill by Electronic Means (Amending)</p>	<p>Delete the phrase ‘as amended from time to time’.</p>

CSC/32 Finally Adopted Resolutions

Resolution	Summary of Amendment
<p>RESOLUTION 601</p> <p>Delegation of Authority to Adopt Amendments to Cargo Services Conference Resolutions and Recommended Practices</p> <p>(Amending)</p>	<p>To delegate the authority to adopt amendments to Recommended Practices 1675 and 1676 to the CBPP.</p>
<p>RESOLUTION 607</p> <p>Standards for Labels and Tags for Special Shipments</p> <p>(Amending)</p>	<p>Reflect the establishment of the new 'Time and Temperature Sensitive for Healthcare Product' label.</p>
<p>RESOLUTION 660</p> <p>Form of Interline Traffic Agreement – Cargo</p> <p>(Amending)</p>	<p>Introduce the electronic Transfer Manifest to the current interlining operation.</p>
<p>RESOLUTION 670</p> <p>Cargo Interchange Message Procedures (Cargo-IMP)</p> <p>(Amending)</p>	<p>Add reference to the Cargo-XML message to be one of the Cargo Electronic Data Interchange Message Standards.</p>
<p>RESOLUTION 683</p> <p>Registration of Unit Load Devices</p> <p>(Amending)</p>	<p>Reference to the registration of ULD Contour Code in Chapter 1 of the IATA ULD Technical Manual.</p>
<p>RECOMMENDED PRACTICE 1650</p> <p>Shipper's Letter of Instruction</p> <p>(Amending)</p>	<p>Add reference to the electronic Shipper's Letter of Instruction.</p>

Resolution	Summary of Amendment
RECOMMENDED PRACTICE 1675 Cargo-XML Message Standards (New)	Introduce the new Cargo-XML Message Standards.
RECOMMENDED PRACTICE 1676 Changes to Cargo-XML Messages (New)	Introduce the procedures to make amendments to Cargo-XML Message Standards.

RESOLUTION 600b*
AIR WAYBILL – CONDITIONS OF CONTRACT

CSC(~~MAIL S06732~~) 600b

Expiry: Indefinite
Type: B

RESOLVED that:

The following Conditions of Contract and Notices be included on an Air Waybill¹.

I. NOTICE APPEARING ON THE FACE OF THE AIR WAYBILL

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.

II. CONDITIONS OF CONTRACT ON REVERSE SIDE OF THE AIR WAYBILL

NOTICE CONCERNING CARRIERS' LIMITATION OF LIABILITY

If the carriage involves an ultimate destination or stop in a country other than the country of departure, ~~the Warsaw Convention or~~ the Montreal Convention or the Warsaw Convention may be applicable ~~and in most cases limit to~~ the liability of the Carrier in respect of loss of, damage or delay to cargo. ~~Depending on the applicable regime, and unless a higher value is declared, liability of the Carrier may be limited to 19 Special Drawing Rights per kilogram under the Montreal Convention; 17 Special Drawing Rights per kilogram under the Warsaw Convention as amended by Montreal Protocol No. 4; or 250 French gold francs per kilogram under the Warsaw Convention (unamended by Montreal Protocol No. 4), converted into national currency under applicable law, unless a greater amount is specified in the Carrier's conditions of carriage. Carrier's limitation of liability in accordance with those Conventions shall be as set forth in subparagraph 4 unless a higher value is declared.~~

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

¹ In order to ensure consistency with any future changes ~~in the conventions underlying this Resolution and/or related government requirements such as a change~~ in liability limits for loss of, damage, or delay to cargo under Article 24 of the Montreal Convention, the IATA Secretariat is authorized to conform the provisions of this Resolution 600b (and any other affected Cargo Services Conference Resolutions or Recommended Practices) to such changes without further Conference action. Conforming changes shall take effect on the date specified in written notice to Members by the IATA Secretariat which shall include a copy of the revised Resolution.

CONDITIONS OF CONTRACT

1. In this contract and the Notices appearing hereon:

CARRIER includes the air carrier issuing this air waybill and all carriers that carry or undertake to carry the cargo or perform any other services related to such carriage.

SPECIAL DRAWING RIGHT (SDR) is a Special Drawing Right as defined by the International Monetary Fund.

WARSAW CONVENTION means whichever of the following instruments is applicable to the contract of carriage:

the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929;

that Convention as amended at The Hague on 28 September 1955;

that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) as the case may be.

MONTREAL CONVENTION means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999.

2./2.1 Carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not “international carriage” as defined by the applicable Conventions.

2.2 To the extent not in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to:

2.2.1 applicable laws and government regulations;

2.2.2 provisions contained in the air waybill, Carrier’s conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such Carrier, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. When carriage is to/from the USA, the shipper and the consignee are entitled, upon request, to receive a free copy of the Carrier’s conditions of carriage. The Carrier’s conditions of carriage include, but are not limited to:

2.2.2.1 limits on the Carrier’s liability for loss, damage or delay of goods, including fragile or perishable goods;

2.2.2.2 claims restrictions, including time periods within which shippers or consignees must file a claim or bring an action against the Carrier for its acts or omissions, or those of its agents;

2.2.2.3 rights, if any, of the Carrier to change the terms of the contract;

2.2.2.4 rules about Carrier’s right to refuse to carry;

2.2.2.5 rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate Carrier or aircraft and rerouting.

3. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation.

4. For carriage to which the Montreal Convention does not apply, Carrier's liability limitation for cargo lost, damaged or delayed shall be 19 SDRs per kilogram unless a greater per kilogram monetary limit is provided ~~shall not be less than the per kilogram monetary limit set out~~ in any applicable Convention or in Carrier's tariffs or general conditions of carriage. ~~for cargo lost, damaged or delayed, provided that any such limitation of liability in an amount less than 19 SDRs per kilogram will not apply for carriage to or from the United States.~~

5./5.1 Except when the Carrier has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for the carriage due in accordance with Carrier's tariff, conditions of carriage and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements.

5.2 When no part of the consignment is delivered, a claim with respect to such consignment will be considered even though transportation charges thereon are unpaid.

6./6.1 For cargo accepted for carriage, the Warsaw Convention and the Montreal Convention permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.

6.2 In carriage to which neither the Warsaw Convention nor the Montreal Convention applies Carrier shall, in accordance with the procedures set forth in its general conditions of carriage and applicable tariffs, permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required.

7./7.1 In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining Carrier's limit of liability shall be only the weight of the package or packages concerned.

7.2 Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code:

7.2.1 in the case of loss of, damage or delay to a shipment, the weight to be used in determining Carrier's limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and

7.2.2 in the case of loss of, damage or delay to a part of a shipment, the shipment weight in 7.2.1 shall be prorated to the packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.

8. Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier's agents, employees, and representatives and to any person whose aircraft or equipment is used by Carrier for carriage and such person's agents, employees and representatives.

9. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the shipper. Carrier is authorised by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.

10. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.

10.1 In the case of loss of, damage or delay to cargo a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be made:

10.1.1 in the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo;

10.1.2 in the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery.

10.1.3 in the case of non-delivery of the cargo, within 120 days from the date of issue of the air waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the Carrier.

10.2 Such complaint may be made to the Carrier whose air waybill was used, or to the first Carrier or to the last Carrier or to the Carrier, which performed the carriage during which the loss, damage or delay took place.

10.3 Unless a written complaint is made within the time limits specified in 10.1 no action may be brought against Carrier.

10.4 Any rights to damages against Carrier shall be extinguished 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 carriage stopped.

11. Shipper shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to shipper and shipper shall indemnify Carrier for loss or expense due to shipper's failure to comply with this provision.

12. No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.

RESOLUTION 600f

FORM AND USE OF THE SHIPMENT RECORD

| CSC(~~31~~32) 600f

Expiry: Indefinite
Type: B

RESOLVED that:

| The format and use of the shipment record as defined in Resolution 660 shall be in accordance with Recommended Practice 1670, ~~as amended from time to time.~~

RESOLUTION 600g
FORM AND USE OF THE RECEIPT FOR THE CARGO (ALSO KNOWN AS THE CARGO RECEIPT)

| CSC(~~34~~32) 600g

Expiry: Indefinite
Type: B

RESOLVED that:

| The format and use of the Receipt for the Cargo as defined in Resolution 660 shall be in accordance with the specifications contained in Recommended Practice 1670, ~~as amended from time to time~~.

RESOLUTION 600h
CONSENT OF THE SHIPPER TO THE SUBSTITUTION OF THE AIR WAYBILL BY ELECTRONIC MEANS

| CSC(~~34~~32) 600h

Expiry: Indefinite
Type: B

RESOLVED that:

| The consent of a shipper to the substitution of the Air Waybill by electronic means shall be in accordance with Recommended Practice 1670, ~~as amended from time to time~~.

RESOLUTION 601

Attachment 'A'

RESPONSIBILITY FOR RESOLUTIONS AND RECOMMENDED PRACTICES

Authority for adoption of amendments to specified CSC Resolutions and Recommended Practices has been delegated as follows:

Resolution/Recommended Practice		Subgroup Authorized to Adopt Amendments
...
1672	Cargo-FACT Message Standards	CBPP
1673	Changes to Cargo-FACT Messages	CBPP
1675	Cargo-XML Message Standards	CBPP
1676	Changes to Cargo-XML Messages	CBPP
1681	ULD Technical Manual	ULD
...	...	

RESOLUTION 607
STANDARDS FOR LABELS AND TAGS FOR SPECIAL SHIPMENTS

CSC(~~17~~32) 607

Expiry: Indefinite
Type: B

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, ~~or~~ 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.

...

RESOLUTION 660

FORM OF INTERLINE TRAFFIC AGREEMENT — CARGO

CSC(~~2032~~)660

Expiry: Indefinite

Type: B

RESOLVED that:

Where the airlines desire to exchange cargo traffic, the Standard Interline Traffic Agreement — Cargo set forth in Attachment 'A' hereto shall be used, except in any case where the airlines concerned mutually agree not to require execution of such standard interline traffic agreement.

GOVERNMENT RESERVATIONS

CANADA

The provisions of Paragraph (4) of Article II and Paragraph (8) of Article VI are not applicable to traffic to and from points in Canada. (7.12.72)

INDIA

Notwithstanding Article VIII pertaining to Arbitration incorporated in the Interline Agreement, the approval of Resolution 660 (previously 850k) does not confer any power whatsoever on the Tribunal to question, discuss or arbitrate on the correctness and applicability of domestic tariffs introduced by the National carrier on domestic routes. (7.12.72)

UNITED STATES

Order E-24719 dated 3 February 1967:

Approval of:

- 1. those provisions requiring adherence by non-IA TA carriers to IATA rules, practices, regulations and instructions and*
- 2. enforcement provisions, shall not be applicable in air transportation as defined by the Act.¹*

Order E-12305 dated 31 March 1958:

Approval is granted only insofar as said resolution and its implementation does not conflict with Part 49 of the United States Civil Air Regulations, and such approval does not extend to IATA requirements for items not covered by Part 49 of the United States Civil Air Regulations.

¹ The condition will not extend to fares, rates and charges. There is an outstanding Board condition which renders IATA Resolutions inapplicable with respect to a domestic segment of a U.S. Member carrier. IATA Regional Traffic Conference Investigation 24 CAB 463, (1957). In that proceeding, as well as in the referenced Order E-21433, the Board declined to extend the geographical scope of that condition. Accordingly, our condition herein will not extend to the application of the resolution to fares, rates or charges.

Order 71-10-53:

Provisions for inclusion of industrial diamonds and cultured pearls as valuable cargo shall not become effective in air transportation to/ from the United States unless the Civil Aeronautics Board approves similar provisions incorporated in basic Resolution governing rating of said valuable cargo.

Order 95-12-16:

The changes proposed to the French language versions of the air waybill and conditions of contract in R.Ps. 1600b and 1600b(II), as well as those proposed in R.P. 1600f relating to the international express waybill, parallel changes in Resolutions 600b and 600b(II) which were addressed by Order 95-7-19, July 13, 1995. That Order approved Resolutions 600b and 600b(II) subject to the condition that the references to agreed stopping places did not constitute an 'agreed'¹ stopping place for the purposes of jurisdiction under Article 1(2) of the Warsaw Convention. In keeping with that action, we will impose the same condition on our approvals of the French language air waybill versions and the international express waybill.

Because the changes expanding carriers' operational routing flexibility in Resolutions 600e and 660 could raise similar issues affecting shippers' rights, we will apply a similar condition stipulating that any exercise of the operational routing flexibility under the terms of Resolutions 600e and 660 which results in a routing through an intermediate stopping place not shown on the initial routing on the air waybill shall not constitute an agreed stopping place for purposes of jurisdiction under Article 1(2) of the Warsaw Convention.

ZAMBIA

Notwithstanding Paragraph (2) (c) (i)(ff) of Resolution 209 (CTPC) 850k for traffic to/from via Zambia, the carrier which issues the substitute air waybill shall not be held responsible for claims, demands, costs, expenses and liability arising from the carriage of shipments on a substitute air waybill unless there is a "Prima Facie" evidence that such claims, demands, costs and liability should be attributed to the carrier which issued the substitute air waybill. Furthermore, the carrier which issued the substitute air waybill shall be under no obligation to honour carriage charges billed to it under such air waybill but shall refer all such charges to the original issuing carrier. (1 0.5.78)

¹ This appears to be a typographical error, as Order 95-7-19 approved Resolutions 600b and 600b(II), subject to the condition that the reference to intermediate points does not constitute an agreed stopping point for purposes of jurisdiction under Article 1(2) of the Warsaw Convention.

RESOLUTION 660
Attachment 'A'
INTERLINE TRAFFIC AGREEMENT — CARGO

WHEREAS, the parties to this Agreement operate scheduled air transportation services and desire to enter into arrangements under which each may sell transportation over the routes of the others.

THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

Article 1 — Definitions

1.1 AIRLINE. The air carrier issuing the air waybill or creating the shipment record and all other air carriers that carry or agree to carry the cargo under the air waybill or [shipment record](#) to perform any other services related to such carriage.

1.2 AIRLINE, FIRST. The participating airline over whose routes the first section of carriage is undertaken or performed.

1.3 AIRLINE, ISSUING. The airline whose air waybill is issued or who creates a shipment record.

1.4 AIRLINE, LAST. The participating airline over whose routes the last section of carriage under the air waybill or shipment record 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.

1.5 AIRLINE, PARTICIPATING. An airline over whose routes one or more sections of carriage is undertaken or performed.

1.6 AIRLINE, RECEIVING. A participating airline that receives the consignment from a transferring airline.

1.7 AIRLINE, TRANSFERRING. A participating airline that transfers the consignment to a receiving airline.

1.8 AIR WAYBILL. A document made out by or on behalf of the shipper, which evidences the contract between the shipper and airline(s) for the carriage of cargo over the routes of the airline(s).

1.8.1 AIR WAYBILL, ELECTRONICALLY PRODUCED. An air waybill which is produced using data transmitted electronically.

1.9 AIR WAYBILL, SUBSTITUTE. 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.

1.10 CARGO. Is equivalent to the term 'goods', means any property carried or to be carried pursuant to this agreement, other than mail or other property carried under the terms of an international Postal Convention, baggage or property of the airline(s); provided that baggage moving under an air waybill is cargo.

1.11 CARGO CHARGES CORRECTION ADVICE (CCA). The document used for the notification of changes to transportation charges, and/or other charges and/or method of payment.

1.12 CARRIAGE. Is equivalent to the term transportation, means carriage of cargo, gratuitously or for hire.

1.13 CARRIAGE, INTERLINE. The carriage over the routes of two or more parties to this Agreement.

1.14 CHARGE. 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.

1.15 CHARGES COLLECT. Is equivalent to the term freight collect or charges forward, means the charges entered on the air waybill or in the shipment record for collection from the consignee.

1.16 CHARGES, FORWARDING. Charges paid or to be paid for preliminary carriage to the airport of departure by a surface or air transportation agency not a carrier under the air waybill or the shipment record.

1.17 CHARGES, PREPAID. The charges entered on the air waybill or into the shipment record for payment by the shipper.

1.18 CHARGES, REFORWARDING. Charges paid or to be paid for subsequent carriage from the airport of destination by a surface or air transportation agency not a carrier under the air waybill or the shipment record.

1.19 CONSIGNEE. The person whose name appears on the air waybill or in the shipment record as the party to whom the cargo is to be delivered by the airline or its agent.

1.20 CONSIGNMENT. Is equivalent to the term shipment, means one or more pieces of goods accepted by the airline from one shipper at one time and at one address, receipted for in one lot, and moving on one air waybill or one shipment record to one consignee at one destination address.

1.21 EMBARGO. 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.

1.22 CARGO RECEIPT (also known as Receipt for the Cargo). ~~RECEIPT FOR THE CARGO~~. A document (in paper or electronic form) which is provided to the shipper, upon shippers request, by the carrier creating a shipment record as a substitution for the issuance of an air waybill and which permits identification of the shipment.

1.23 REPORT, IRREGULARITY (IRP). The document referred to in Resolution 603 and is equivalent to the term Notice of Non-Delivery, which is forwarded by a participating airline upon discovery of an irregularity in a consignment or its documentation to the issuing airline at the airport of departure.

1.24 REROUTING. The route to be followed as altered from that originally specified in the air waybill or in the shipment record.

1.25 ROUTING. The route to be followed as originally specified in the air waybill or in the shipment record.

1.26 SALE. The issuance or the completion of an air waybill or other transportation document as authorized herein or the compilation of a shipment record.

1.27 SHIPMENT RECORD. Any record of the contract of carriage preserved by carrier, evidenced by means other than an air waybill.

1.28 SHIPPER. Equivalent to the term consignor means the person whose name appears on the air waybill or in the shipment record as the party contracting with the airline(s) for carriage of goods.

1.29 TARIFFS. The published rates, charges and related rules.

1.30 TRANSFER MANIFEST. The document [\(paper or electronic version as agreed between the transferring airline and the receiving airline\)](#) executed by the transferring airline upon transfer of interline cargo and endorsed by the receiving airline as a receipt for the consignment transferred.

1.31 VALUABLE CARGO. Valuable cargo as defined in Resolution 012.

Article 2 — Issuance and Completion of Air Waybill or Shipment Record

2.1 ISSUANCE

2.1.1 Each party hereto is hereby authorized to issue or complete:

2.1.1.1 air waybills for transportation of goods over the routes of each party hereto; or

2.1.1.2 a shipment record, if the consent of the shipper has been obtained [where necessary as per applicable international convention](#), and [a Cargo Receipt](#) ~~a Receipt for the Cargo~~, if so requested by the shipper; and

2.1.2 all other documents necessary or appropriate for such transportation, all in the form approved by, and in accordance with the tariffs and the terms, provisions, and conditions of the air waybill, the shipment record and other documents of the party over whose routes the cargo is to be carried.

2.2 ACCEPTANCE

Each party agrees to accept each such air waybill, or other transportation document issued by any other party hereto or a shipment record and to transport cargo as specified therein, subject to its applicable tariffs and subject to the terms of this Agreement and applicable regulations and clearance procedures of the IATA Clearing House. Such air waybill or shipment record may provide for the ground and/ or air transportation of cargo and turning over to other transportation agencies for onward carriage by them of goods destined beyond points served by the participating airlines and in such event it is agreed that the participating airline will act in accordance with the terms of such provision.

2.3 FURNISHING OF TARIFFS, ETC.

Each party shall make available to each other party the tariffs and other information necessary to the sale, as contemplated hereunder, of the transportation services currently being offered by it. The parties agree to use reasonable efforts to keep each other informed of relevant service changes.

Article 3 — Cargo Handling

3.1. USE OF FORMS AND PROCEDURES

Each of the parties hereto shall use for handling and carriage of interline cargo the forms and procedures set forth in the applicable IATA Resolutions.

3.2 PROCEDURES

3.2.1 General

All interline carriage of cargo over services of the parties shall be in accordance with the procedures set out below and subject thereto, in accordance with respective tariffs, rules and regulations of the parties hereto.

3.2.2 Acceptance

The issuing airline undertakes that the procedures provided herein are followed. Cargo must be packed so as to ensure safe carriage with ordinary care in handling and so as not to injure or damage any persons, cargo or property. Each package shall be legibly and durably marked with the name and full street address of the shipper and consignee as on the air waybill or in the shipment record or alternatively referencing all component parts of the consignment thereto. Packages containing valuable cargo as defined herein must be packed in such a manner that the contents cannot be removed or tampered with without leaving visible evidence thereof.

Liquids must be packed only in containers which are securely closed, sufficient in strength to prevent any leakage or breakage of the containers caused by change in temperature or altitude during transit, and the containers must not be filled so as to provide inadequate room for expansion.

3.2.2.1 Advance Arrangements

Except as provided in this subsection, an issuing carrier shall not accept for transportation over the lines of any other party hereto cargo or consignments of cargo of the nature described in this subsection unless and until advance arrangements shall have been made with such other parties as hereinafter provided:

consignments having a declared value in excess of USD 100,000 (or equivalent);

pieces of unusual shape;

consignments or packages in excess of the dimensions and weight published by or on behalf of the parties to this Agreement;

dangerous goods specified in the current IATA Dangerous Goods Regulations. Except as otherwise may result from a more restrictive filing pursuant to Resolution 619 or as may be required by a Government restriction shown in said Regulations, each party shall be bound to accept dangerous goods under the conditions as prescribed in such Regulations and each party shall be deemed hereby to have waived the requirements relating to notification for advance arrangements hereinbefore set forth except with respect to Dangerous Goods shipments to the United States or radioactive shipments to any location;

live animals (specifying the species) (only acceptable if in compliance with the IATA Live Animals Regulations);

human remains other than ashes;

perishables;

consignments requiring special care or attention in transit.

Prior to accepting any interline cargo requiring advance arrangements, the issuing airline shall advise the shipper of the advance arrangements requirements of each of the airlines who participate in the carriage of the cargo and shall notify, by the quickest means normally used, the next succeeding participating airline of the offer of such cargo for carriage over its services. In the event of more than one interline transfer, each participating airline shall notify, by the quickest means normally used, the next succeeding participating airline of the offer of such cargo for carriage over its services.

Notification concerning advance arrangements must indicate the nature of the goods, information indicating the reason for advance arrangements, place of departure, place of destination, routing and probable date of movement, and shall request advice as to whether or not the consignment will be accepted. Each airline of which such advice is requested shall reply by the quickest means normally used. Each airline shall absorb its own costs in connection with the making of advance arrangements.

3.2.2.2 Charges

The issuing airline shall enter on the air waybill or in the shipment record all ascertainable charges for carriage and related services, whether prepaid or collect and is responsible for the correct calculation thereof. Charges incurred in transit and/or at destination shall be collect only; provided that charges collect facilities are available in the country of destination; provided further that fixed government and/or airport authority taxes at transit points, known at origin, may be prepaid.

Collection of charges incurred in transit and/or destination for shipments destined to countries where collect facilities are not available shall be the responsibility of the issuing airline; provided that within fourteen (14) days of the charges being incurred, notice has been dispatched to the issuing airline by the airline raising them. Such charges should be billed to the issuing airline by the delivering airline in accordance with the IATA Revenue Accounting Manual. In the event that such notice is not dispatched within the 14-day period, responsibility for the collection shall be transferred to the airline failing to give notice, but the issuing airline will nevertheless make every reasonable effort to facilitate the collection.

3.2.2.3 Shipper's Insurance

Only the shippers insurance which has been effected through the agency of the issuing airline shall be shown on the air waybill or in the shipment record.

3.2.2.4 Charges Collect

No charges collect consignments shall be accepted by the issuing airline unless charges collect service, is available under the tariffs, rules and regulations of the last airline.

3.2.3 Transfers

3.2.3.1 Transfers may be effected whether a shipment record or an air waybill is used. If a shipment record is used, the ~~Parties agree to adhere to the provisions of Resolution 600f concerning transfers. provisions of Paragraph 3.2.3.2(a) shall be used.~~ If an air waybill has been issued, the provisions of ~~following~~ Paragraph 3.2.3.2(~~a~~b) shall be used.

3.2.3.2(a) Shipment Record Data

When consignments are offered for transfer between parties under a shipment record, the Parties agree to adhere to the provisions of Resolution 600f concerning the form and use of the shipment record. For purposes of this Agreement, the transferring airline shall provide to the receiving airline the shipment record data (e.g., an FWB message populated with the current shipment record data from the transferring airline's system in accordance with the specifications contained in the Cargo-IMP Manual (Attachment 'A' to Resolution 670)). Upon request, the issuing airline shall make available to any participating airline the shipment record (e.g., the original FWB message sent by the Shipper and the corresponding FSU/(RCS) message).

3.2.3.2(ab) Copies of Air Waybills

Consignments offered for transfer between parties must be accompanied by the prescribed number of copies of the air waybill, as provided in IATA Resolution 600a. Should any airline require for its own use copies additional to those set out in IATA Resolution 600a, such copies must be made by the Member requiring them. In no circumstances shall copies of the air waybill be used for purposes or by individuals other than those indicated. In the event that the ~~The parties agree that at such time as~~ parties are able to electronically produce air waybills, such air waybills will be accepted by the parties as originals so long as all information required to be on an air waybill under the Warsaw Convention is provided.

3.2.3.2(bc) Substitute Air Waybill or Shipment Record

In case an original air waybill or shipment record is temporarily unavailable and if:

3.2.3.2(bc)(i) it is not practical to reforward the cargo by the same airline from which it was received or obtain a copy of the original air waybill via facsimile transmission or other electronic means; and

3.2.3.2(bc)(ii) the shipment is of such urgency, e.g. live-stock, perishables, that immediate action is required to move the goods in the best interests of all participants in the carriage.

An airline may offer a consignment accompanied by a substitute air waybill or substitute air waybill data (FSB) message (in accordance with specifications contained in the Cargo-IMP Manual (Attachment 'A' to Resolution 670)).

The substitute air waybill or electronic message must bear the following information:

3.2.3.2(bc)(iii) the serial number of the original air waybill or shipment record, together with airline code number, when available;

3.2.3.2(bc)(iv) all other information and marks printed on the package;

3.2.3.2(bc)(v) when applicable, the flight and date on which the consignment was originally manifested or received;

3.2.3.2(bc)(vi) the name of the airline issuing the substitute air waybill or shipment record and date and place of issue.

When a substitute air waybill has been issued, the airline issuing the substitute air waybill must pass five (5) copies of the substitute air waybill to the receiving airline with the consignment and must

ensure that the original air waybill or copies thereof are passed as quickly as possible to the receiving airline(s) participating in the carriage of the consignment.

When the exchange of a substitute shipment record is possible, it is not required that copies of a substitute air waybill be provided to the receiving airline. The airlines involved will agree to adhere to the provisions of Resolution 600f. When the exchange of a substitute shipment record is not possible, the transferring airline will provide a substitute air waybill in five (5) copies as specified above.

The airline which issues such substitute air waybill or shipment record undertakes to indemnify and hold harmless all other participating airlines against all claims, demands, costs, expenses and liability arising from the acceptance of such substitute air waybill, except that this shall not supersede the responsibility of the issuing airline.

In the event that a receiving airline participating in the carriage of the consignment has not received the original air waybill or copy thereof or the shipment record within twenty-one (21) days of the date of issue of the substitute air waybill or substitute shipment record, it shall be entitled to write to the airline which issued the substitute air waybill or substitute shipment record demanding the original air waybill (or copy thereof) or the shipment record and if this has not been received within two months from date of writing the receiving airline shall be entitled to bill at normal sector rates for its sector of carriage to the airline which issued the substitute air waybill or substitute shipment record. Such billing must be supported by a copy of the letter applying for the original air waybill or shipment record and a copy of the substitute air waybill or substitute shipment record. No recharge of such billing, except to correct any rating or arithmetical error, may be made by the airline which issued the substitute air waybill or substitute shipment record unless the recharge is accompanied by the original air waybill or copy thereof or shipment record. If an original air waybill or shipment record is not received within twenty-one (21) days of a written request from the receiving participating airline, such requesting airline may bill the published sector rate for such carriage.

3.2.3.3 Attached Documentation

Each transferring airline is responsible for ensuring that all documents listed on the air waybill or in the shipment record as being attached are, in fact, attached and are handed over [or transmitted electronically](#) to the receiving airlines.

3.2.3.4 Entry of Charges

If charges collect facilities are available in the country of destination, each transferring or receiving airline shall enter as charges collect, on all copies of the air waybill accompanying the consignment or into the shipment record which were not previously entered by the issuing airline, all charges to be recovered from the consignee. The airline shall raise such charges at the point of transfer and shall be responsible for the correct calculation thereof. Any charges so entered must be notified to the appropriate airline by use of a Cargo Charges Correction Advice (CCA), as described in Resolution 612a, and in accordance with the IATA Revenue Accounting Manual.

3.2.3.5 Transfer Manifest

The transferring airline is responsible for correct preparation of the Transfer Manifest, as set out in IATA Recommended Practice 1605.

3.2.3.6 Acceptance

Upon accepting the consignment, [the air waybill or the shipment record data, \(if issued\)](#) and [the attached documentation \(in paper or electronic form\)](#) from the transferring airline, the receiving airline shall [either \(a\) sign the paper Transfer Manifest, the form of which is set forth in Attachment 'A' to](#)

[Recommended Practice 1605](#), as a receipt, endorsing on all copies thereof any apparent defects of the goods and/or packing or irregularities in the documentation; or (b) follow the procedures set forth in Attachment 'B' to Recommended Practice 1605 for the transmission and completion of an electronic Transfer Manifest.

Where an interline consignment is tendered to an airline at a transfer point from which this airline is shown on the air waybill or in the shipment record as the next participating airline, and where acceptance of such consignment is not contrary to the tariffs, rules and regulations of the airline, or to an embargo on its lines or on the line(s) of subsequent participating airline(s), such airline shall accept the consignment.

3.2.3.7 Unit Load Devices

A unit load device which has been transferred remains the property of its owner. The receiving airline shall return such unit load device to the transferring airline, and the transfer-ring airline shall be entitled to a signature from the receiving airline on a receipt for such transferred unit.

3.2.3.8 Delivery

In transferring cargo it shall be the responsibility of the transferring airline to deliver such cargo to the receiving airline at such time and place as may be agreed upon by the airlines concerned. The transferring airlines shall not incur any liability towards the receiving airline for loss of revenue in case of missed connections.

3.2.3.9 Transmission

A movement by a second or subsequent carrier including last carrier should be transmitted to the issuing carrier by means of an FSU message. In the event of flight departure, document delivery, Customs clearance, freight delivery or transfer of manifest to the next Carrier, the message should be sent to the issuing carriers system address published in the Cargo Interchange Message Procedures Manual, Section 2.2 — Message Exchange Parties.

3.2.4 Embargoes

An airline may establish an embargo to become effective at 00.01 hours GMT on the second day after declaration by the airline, as hereinafter provided, and after receipt of such a notification no airline shall accept cargo for carriage over the service(s) under the embargo.

Notwithstanding the foregoing, the airline establishing the embargo shall accept consignments tendered on air waybills or by means of a shipment record, the execution date of which is not later than the day after the date of such declaration.

The embargo shall be established or withdrawn by written notice of the airline establishing the embargo to all local representatives of interline airlines at the point(s) of embargo.

Notwithstanding the foregoing, in the case of a complete cessation of service over any route or to any point, the Member may establish an embargo for such route or to such point to become effective at the time the declaration is made, and need not accept any cargo for such route or to such point tendered on air waybills or by means of shipment records, the execution date of which is one day or more after the date of declaration.

3.2.5 Routing

The issuing airline will be responsible for the correct insertion on the air waybill or in the shipment record of the complete routing in accordance with procedures indicated in IATA Resolution 600a. Where on the air waybill or in the shipment record the routing is wholly or partially incomplete, an airline preceding such open routing portion is authorized to complete the routing and shall be deemed to be acting on behalf of the issuing airline. An airline completing the routing in such cases shall not be considered a rerouting airline.

3.2.6 Rerouting 3.2.6.1 Authority

The routing originally shown on the air waybill or in the shipment record by the shipper (or by the issuing airline on the shippers behalf) should be observed, but may be changed if required by operational considerations, or to avoid delay in case of emergencies such as weather conditions, mechanical failures or accidents, congestion or embargoes.

Where an embargo is in effect, the routing may be changed by the immediately preceding airline.

3.2.6.2 Apportionment of Revenue

3.2.6.2(a) Such rerouting airline shall guarantee each airline performing a rerouted portion of the carriage its respective sector rate.

3.2.6.2(b) Notwithstanding 3.2.6.2(a), if an airline is a signatory to the Multilateral Proration Agreement — Cargo, its prorate share shall be calculated in accordance with such Agreement on the basis of the sector actually flown.

3.2.7 Disposition of Goods by Shipper

3.2.7.1 If the shipper exercises his right of disposition of the goods in accordance with the Contract of Carriage or with applicable law, the issuing airline shall take care that such exercise shall not affect adversely the rights of any participating airline. The issuing airline shall require:

3.2.7.1 (a) written instructions; and

3.2.7.1(b) production by the shipper of the part of the air waybill or the ~~Receipt for the Cargo~~[Cargo Receipt](#) that was delivered to the shipper.

3.2.7.2 Exercise of the shippers right of disposition shall be permitted only with respect to the entire consignment and prior to delivery to the consignee.

3.2.7.3 The issuing airline shall notify the appropriate participating airline of the disposal instructions and shall collect from the shipper any charges which arise from the disposition. Upon receipt of instructions from the issuing airline to affect a disposition, the participating airline having custody of the consignment shall promptly endeavour to comply therewith and notify the issuing airline of action taken and of any additional charges incurred thereby.

3.2.8 Delivery

3.2.8.1 Notice of Arrival

Notice of arrival of the consignment will, in the absence of other instructions, be sent promptly by the last airline to the consignee and the person to be notified.

3.2.8.2 Undelivered Consignments

Undelivered consignments shall be handled in accordance with Resolution 603 (Notice of Non-Delivery).

3.2.8.3 Charges Collect

Upon delivery of the Consignment the last Airline shall collect all charges entered on the air waybill or in the shipment record as Charges Collect.

Where charges are indicated on the face of the air waybill or in the shipment record as payable by the consignee but are uncollectable by the last airline, the latter shall, if possible, comply with any instructions given by the shipper on the air waybill or in the shipment record.

If this does not satisfactorily dispose of the matter, the last airline shall, within fourteen (14) days of arrival of the consignment at the airport of destination, dispatch

notice of non-delivery to the issuing airline at the airport of departure by means of an Irregularity Report. The issuing airline may, in accordance with applicable tariffs and laws, instruct the last airline either to sell the consignment or to return it to the issuing airline. When the consignment is to be sold, the last airline shall issue a Cargo Charges Correction Advice in accordance with Resolution 61 2a. The issuing airline shall make every reasonable effort to collect outstanding charges from the shipper or owner.

3.2.8.4 Perishable and Live Animals

If charges collect consignments of perishables or live animals cannot be delivered against payment by the consignee and if time does not permit the last airline to contact the issuing airline for instructions, the last airline shall take immediate action to dispose of the goods in the best interest of all participating airlines. This does not preclude delivery to consignee without payment if no other means exist to protect the other airlines interest. In such circumstances, the last airline shall forthwith inform the issuing airline about any action taken.

3.2.8.5 Responsibility for Charges Collect

The issuing airline shall be responsible to participating airlines for all charges not received by the last airline in the cases mentioned in 3.2.8.4.

The last airline shall be responsible to participating and issuing airlines for all charges indicated as charges collect on the air waybill or in the shipment record, if a shipment has been delivered to consignee, in circumstances other than those mentioned in 3.2.8.4. The issuing airline shall be responsible to participating airlines for charges, if consignments cannot be delivered against payment of all charges due (including those cases whereby issuing airlines did not act in accordance with Resolution 613) and the last airline has so informed the issuing airline in accordance with Resolution 603.

3.2.8.6 Delivery on Substitute Air Waybill or Shipment Record

If the last airline receives a consignment accompanied by a substitute air waybill or substitute shipment record on which no charge description is shown, such airline may deliver the consignment to the consignee indicated thereon only against a written indemnity signed by the consignee which states that the consignee guarantees payment of all unpaid charges indicated on the face of an original of the air waybill or in the original shipment record, issued in respect of such consignment, as payable by the consignee.

3.2.9 Billing and Settlement

Billing and settlement shall be accomplished in accordance with the IATA Revenue Accounting Manual.

3.2.10 Tracing

When it becomes necessary to trace consignments, parties to this agreement shall follow the procedure referred to in Resolution 610.

3.3 APPLICABILITY

Nothing in this agreement shall be construed to confer a right on any person other than the parties hereto.

Article 4 — Claims and Indemnities

4.1 INDEMNITY DUE TO DOCUMENTATION

The participating airline, as principal, indemnifies the issuing airline, including its officers, employees, Agents and servants, as Agent, against all claims, demands, costs, expenses, and liability arising from the issue, completion or acceptance of any air waybill or shipment record or from the carriage effected in pursuance thereof; provided that such indemnification shall not cover claims caused solely by the negligence or wilful misconduct of the issuing airline; and provided further that, in respect to claims resulting from air waybills, shipment records or Receipts for the Cargo improperly issued, completed or delivered by an issuing airline, such issuing airline indemnifies the participating airlines, including its officers, employees, Agents and servants.

4.2 INDEMNITY DUE TO TRANSFER

Upon the transfer of cargo hereunder, the transferring or onward-carrying airline indemnifies the onward-carrying or transferring airline, including its officers, employees, Agents and servants, respectively, against all claims, demands and liability arising from such transferring or onward-carrying airlines failure to discharge its obligation or responsibility as provided hereinafter in 6.7.

[Parties are cautioned that the use of electronic means in lieu of a paper air waybill may increase their liability exposure on traffic routes where electronic means are not recognized under international convention and local law.](#)

4.3 NOTICE AND ASSISTANCE IN CLAIMS AND SUITS

In the event that any claim is made or suit is commenced against a party hereto, indemnified as above, such party shall give prompt written notice to the appropriate other party hereto and shall

furnish as requested all available communications, legal processes, data, papers, records and other information, material to the resistance or defense of such claim or suit.

4.4 INDEMNITY DUE TO LOSS, DAMAGE OR DELAY

Each party agrees to hold harmless and indemnify all other parties hereto from all claims, demands, costs, expenses and liability arising from or in connection with the damage or delay of cargo incurred while such cargo is, pursuant to this Agreement, under the control or in the custody of, or being transported by, such party.

4.4 INDEMNITY DUE TO LOSS, DAMAGE OR DELAY

Each party agrees to hold harmless and indemnify all other parties hereto from all claims, demands, costs, expenses and liability arising from or in connection with the loss of, damage to, or delay of cargo incurred while such cargo is, pursuant to this Agreement, under the control or in the custody of, or being transported by, such party.

4.5 PRORATION OF SETTLEMENT

Amounts paid in settlement for loss or damage to cargo not detected or recorded at the time of transfer between the airlines shall be prorated amongst all carrying airlines concerned on the basis of transportation charges received by each from such transportation.

Article 5 — Commissions

5.1 RATE OF COMMISSION

No interline service charge shall be paid by one party to the other for any sale made pursuant to this Agreement except such interline service charges as may be currently authorized by applicable Resolution of IATA or, if no applicable Resolution of IATA is in effect, only such interline service charges as the parties hereto may otherwise agree to. Nothing in this or any other Resolution shall prevent parties from entering into separate bilateral agreements on the payment of interline service charges.

5.2 CANCELLATION OR NON-USE

If a participating airline or the shipper shown on the air waybill or in the shipment record for any reason cancels any booking or does not use all or any portion of the transportation specified, neither the issuing airline nor its Agent shall claim or withhold any interline service charge for the sale of transportation so cancelled or unused.

5.3 COLLECTED AND PAID-OVER

No interline service charge or other compensation shall be payable to the issuing airline in respect of sums not actually collected and paid over by it to the participating airlines, as

evidenced by air waybills, entries in the shipment record or other authorized transportation documents issued by the issuing airline, or with respect to sums which shall be refunded, except as otherwise specifically authorized by the participating airlines.

Article 6 — General

6.1 CAPACITY OF ISSUING AIRLINE

On issuing or completing air waybills or shipment records for transportation over the routes of other parties hereto, the issuing airline shall be deemed to act only as an Agent of the participating airline(s).

6.2 AGENTS

Any act which a party is authorized or permitted by this agreement to take may be taken through an Agent of that party.

6.3 REPRESENTATIONS

Each party hereto agrees not to make any representations with regard to the air waybills, contents of the shipment record or other transportation documents of any other party hereto, or of the flight or journey for which the same shall be sold or issued, except those representations specifically authorized by such other party.

6.4 OPERATIONS

Nothing herein contained shall be deemed to require any party hereto to initiate or maintain services between any particular points.

6.5 GENERAL AGENTS

Whenever a sale by an issuing airline is made in the territory of a General Agent or General Sales Agent of a participating airline, the reservations and sale shall be handled in accordance with arrangements made between parties hereto. Each party will advise each other party from time to time of the names and addresses of all General Agents or General Sales Agents of such party located in the area where such other party has an office(s) for the sale of transportation and of the territory for which each General Agent or General Sales Agent holds the General Agency or General Sales Agency.

6.6 TRANSFER

In transferring cargo, it shall be the responsibility of the transferring airline, but without incurring any liability for loss of revenue in cases of missed connections, to deliver such cargo to the next participating airline, at such location and hours to be agreed upon by the parties concerned.

6.7 LAWS AND REGULATIONS

Whenever cargo is to be transferred for onward transportation hereunder and completion of such transportation necessitates compliance with the laws and regulations pertaining to importation and transit or exportation and transit of the country of point of transfer, it shall be the responsibility of the transferring airline to comply with such laws and

regulations and to deliver, where necessary, to the onward-carrying airline, prior to or simultaneously with the transfer, proper evidence of compliance with that country's laws and regulations pertaining to such importation and transit or exportation and transit; provided, however, that in any case where compliance with such laws and regulations can be made only by the onward-carrying airline, it shall be the onward-carrying airline's responsibility to comply therewith and provided further that any two

or more parties hereto may, by separate written agreement, alter such responsibilities as between themselves.

6.8 ASSOCIATE MEMBERS

Where an issuing airline is an Associate Member it shall comply with all the provisions of the IATA Resolutions covering the sale of the applicable rate or charge and failure of such compliance shall constitute a breach of the applicable IATA Resolutions by the Associate Member. Such breach shall not constitute a breach by the participating airlines. Notwithstanding the foregoing, Associate Members shall not be required to adhere to conditions of service as laid down in any IATA Resolution for transportation over their domestic services.

6.9 NON-IATA AIRLINES

Each non-IATA airline which is a party hereto shall have an official two character airline designator and a three digit airline code number, both of which shall be assigned by IATA or the Air Transport Association of America (ATA). If at the time of application to become a party to this agreement, a non-IATA airline has not been assigned either a designator or a code number, such airline shall request the designator or code number at the same time as making the application to become a party hereto. The code number assigned to a non-IATA airline shall be printed as the first three digits of the document number on all interline accountable cargo traffic documents issued by that airline.

Article 7 — Interline Settlement

7.1 PAYMENT OF TRANSPORTATION CHARGES

The issuing airline, or in the case of charges collect the last airline (except as provided in 3.2.8.4 and 3.2.8.5) agrees to pay each participating airline, in accordance with applicable regulations and current clearance procedures of the IATA Clearing House, the transportation charges applicable to the transportation performed by such participating airlines and any additional transportation and non-transportation charges collected. Except as may be otherwise agreed between members concerned, interline revenue shall be billed in accordance with the IATA Revenue Accounting Manual.

7.2 MANNER OF SETTLEMENT

7.2.1 Settlements of amounts payable pursuant to this Agreement between parties that are members of the IATA Clearing House shall be in accordance with applicable rules and regulations of the IATA Clearing House.

7.2.2 Settlements of amounts payable pursuant to this Agreement involving one or more parties that are not Members of the IATA Clearing House shall be made monthly or at such shorter intervals and in such manner and by such means as may be mutually agreed upon by the respective parties hereto. Statements of account covering all such amounts will be exchanged as promptly as practicable after the end of each month. Settlement shall be effected promptly after such statements are exchanged by offset of balances after a conversion to a common currency by cash payment in the national currency of the net creditor, or as otherwise agreed; provided that such option to agree otherwise shall not be available where remittance due the airline has been delayed six months or more. However, if, before settlement, the currency of one of the parties alters in value vis-a-vis the currency of another by 10% or more a special settlement shall be made in which all items relative to any date preceding such alteration shall be offset at the rate of exchange which would have been applicable had such alteration not occurred.

Article 8 — Arbitration

8.1 Any dispute or claim concerning the scope, meaning, construction or effect of this Agreement or arising therefrom shall be referred to and finally settled by arbitration in accordance with the procedures set forth below and if necessary, judgment on the award rendered may be entered in any court having jurisdiction thereof:

8.1.1 if the parties agree to the appointment of a single arbitrator, the arbitral tribunal shall consist of him alone;

8.1.2 if they do not so agree, the arbitral tribunal shall consist of three arbitrators appointed as hereinafter provided; if there are only two parties involved in the dispute each party shall appoint one of the three arbitrators; should either party fail to appoint his arbitrator such appointment shall be made by the IATA Director General. Should more than two parties be involved in the dispute they shall jointly agree on the appointment of two of the arbitrators; failing unanimous agreement thereon, such appointment shall be made by the IATA Director General. The two arbitrators appointed in the manner provided above shall appoint the third arbitrator, who shall act as chairman. Should they fail to agree on the appointment of the third arbitrator, such appointment shall be made by the IATA Director General;

8.1.3 the IATA Director General may, at the request of any party concerned, fix any time limit he finds appropriate within which the parties, or the arbitrators appointed by the parties, shall constitute the arbitral tribunal. Upon expiration of this time limit, the IATA Director General shall take the action prescribed in the preceding Paragraph to constitute the tribunal;

8.1.4 when the arbitral tribunal consists of three arbitrators, its decision shall be given by a majority vote;

8.1.5 the arbitral tribunal shall settle its own procedure and if necessary shall decide the law to be applied. The award shall include a direction concerning allocation of costs and expenses of and incidental to the arbitration (including arbitrator fees);

8.1.6 the award shall be final and conclusively binding upon the parties.

Article 9 — Administrative Provisions

9.1 TERMINATION OF PRIOR AGREEMENTS

This Agreement supersedes all previous interline traffic agreements pertaining to international transportation of cargo between and among the parties hereto which are in conflict herewith.

9.2 APPLICATION TO BECOME A PARTY

9.2.1 Any airline desiring to become a party to this Agreement shall make written application to IATAs [Director, Global Head of Cargo](#)~~Senior Director, Customer and Distribution Services~~; non-IATA airlines shall complete the application form shown in Appendix A. The IATA [Director, Global Head of Cargo](#)~~Senior Director, Customer and Distribution Services~~ shall mail to each party hereto a copy of such application on the first day of the month subsequent to the date on which the written application is received.

9.2.2 Each party desiring to participate with the applicant in the Agreement, shall send its concurrence to the IATA [Director, Global Head of Cargo](#)~~Senior Director, Customer and Distribution Services~~ with a copy to the applicant.

9.2.3 Thirty (30) days after the date of the first notice, the IATA [Director, Global Head of Cargo](#)~~Senior Director, Customer and Distribution Services~~ will mail to each party and the applicant, a second notice stating which parties have concurred with the applicant. On the thirtieth (30th) day after the date of such second notice, the applicant shall become party, and this Agreement shall become binding between the applicant and all parties which have concurred with the applicant.

9.2.4 Any additional concurrences received after the mailing of the second notice will be circulated to each party hereto by the IATA [Director, Global Head of Cargo](#)~~Senior Director, Customer and Distribution Services~~ on the first day of the month subsequent to the day on which the concurrences were received. On the thirtieth (30th) day after the date of the notice of additional concurrences, this Agreement shall become binding between the applicant and the additional parties which have concurred with the applicant. A party to this Agreement (for the purpose of this provision to be known as a later party) cannot concur with another party (for the purpose of this provision to be known as an earlier party) which became party to the Agreement prior to the later party. However, an earlier party can concur with a later party at any time, and a copy of such concurrence which is sent to the IATA [Director, Global Head of Cargo](#)~~Senior Director, Customer and Distribution Services~~ shall also be sent by the earlier party to the later party.

9.2.5 The concurrence procedures outlined above may be expedited in the following manner. The earlier party shall notify the later party of its intent to concur on an expedited basis, by message with a copy to the IATA [Director, Global Head of Cargo](#)~~Senior Director, Customer and Distribution Services~~. If no objection is received from the later party the concurrence shall be deemed to be effective ten (10) days after the dispatch of the message. The IATA [Director, Global Head of Cargo](#)~~Senior Director, Customer and Distribution Services~~ will circulate a list of expedited concurrences in the regular transmittals.

9.2.6 Each year on the anniversary date of a non-IATA airline becoming a party to the agreement, the IATA [Director, Global Head of Cargo](#)~~Senior Director, Customer and Distribution Services~~ shall dispatch by registered mail to such non-IATA party, the Annual Review Form contained in Appendix B. If the party advises that it is no longer operating scheduled services, or it does not return the form within thirty (30) days of mailing, the IATA [Director, Global Head of Cargo](#)~~Senior Director, Customer and Distribution Services~~ shall have the party withdrawn from the agreement under the provisions of 9.4.1.3.

9.3 AMENDMENTS TO AGREEMENT

9.3.1 Thirty (30) days prior to the effective date of any amendment to the IATA Form of Interline Agreement adopted by an IATA Traffic Conference, the IATA [Director, Global Head of Cargo](#)~~Senior Director, Customer and Distribution Services~~ shall mail to all parties hereto, the text and effective date of the amendment by registered airmail. Each non-IATA party hereto shall then, in writing to the IATA [Director, Global Head of Cargo](#)~~Senior Director, Customer and Distribution Services~~ concur in or dissent from such amendment. If no reply is received from a party by the thirtieth (30th) day from the day of mailing, such party shall be deemed to have concurred in the amendment. Any party dissenting from the amendment shall be deemed to have withdrawn from the agreement on the date the amendment becomes effective. Immediately after the thirtieth (30th) day from date of mailing, the IATA [Director, Global Head of Cargo](#)~~Senior Director, Customer and Distribution Services~~ shall notify all parties hereto of any parties dissenting from the amendment.

9.3.2 Upon the effective date of the amendment, the latter shall become binding between all parties that have concurred in the amendments as above provided.

9.4 WITHDRAWAL FROM AGREEMENT

9.4.1 Withdrawal by Thirty Day Notice

9.4.1.1 A party hereto may withdraw from this Agreement either with respect to all the parties or with respect to a designated party, by giving thirty (30) days written notice of such withdrawal to the designated party and to the IATA [Director, Global Head of Cargo](#)~~Senior Director, Customer and Distribution Services~~ who shall forthwith circulate such information to all the parties hereto; in the latter alternative the agreement shall continue in force between the party giving such notice and all parties hereto except such designated party.

9.4.1.2 A party hereto that ceases to operate scheduled services for thirty (30) or more days (other than due to a strike) shall be deemed to have withdrawn from this Agreement with respect to all other parties hereto, effective thirty (30) days after written notice of such cessation is circulated by the IATA [Director, Global Head of Cargo](#)~~Senior Director, Customer and Distribution Services~~ to all parties hereto.

9.4.1.3 In the event a party hereto or the IATA Secretariat has reason to believe that a party hereto has ceased to operate scheduled services for thirty (30) days or more, (other than due to a strike), IATA [Director, Global Head of Cargo](#)~~Senior Director, Customer and Distribution Services~~ may, by registered letter, request such party to confirm that it is still operating scheduled services. No more than sixty (60) days after dispatch of such registered letter the IATA [Director, Global Head of Cargo](#)~~Senior Director, Customer and Distribution Services~~ shall circulate any reply received. If such party is negative or if no reply is received the party(-ies) shall be deemed to have withdrawn from this Agreement with respect to all other parties hereto effective upon expiration of sixty (60) days as specified above.

9.4.1.4 In the event a non-IATA Airline which is a party to this Agreement does not return the Annual Review Form as provided in 9.2.6 such party shall be deemed to have withdrawn from the Agreement with respect to all other parties hereto effective upon expiration of sixty (60) days of mailing.

9.4.2 Withdrawal with Immediate Effect

9.4.2.1 Notwithstanding 9.4.1, if any party hereto becomes insolvent, suspends payments or fails to meet its contractual obligations, or has become involved, voluntarily or involuntarily, in proceedings declaring or to declare it bankrupt or for commercial, operational or other reason(s), any other party hereto may by written notice to such party, with immediate effectiveness, withdraw from this Agreement with respect to the party notified. The notice may specify the reasons for withdrawal and a copy shall simultaneously be sent to the IATA [Director, Global Head of Cargo](#)~~Senior Director, Customer and Distribution Services~~, who shall circulate such notice (including the specific reasons stated therein) to all the parties hereto. Any other party may thereafter advise the IATA [Director, Global Head of Cargo](#)~~Senior Director, Customer and Distribution Services~~ in writing of its withdrawal with respect to the party notified, effective immediately. The IATA [Director, Global Head of Cargo](#)~~Senior Director, Customer and Distribution Services~~ shall circulate this information to all parties.

9.4.2.2 Notwithstanding 9.4.1, if any party ceases to operate all of its scheduled services (other than due to a strike) any other party hereto may submit to such party written notice of withdrawal, with immediate effectiveness, from the agreement with respect to such party; in that event, such other party shall simultaneously submit details of such withdrawal to the IATA [Director, Global Head of Cargo](#)~~Senior Director, Customer and Distribution Services~~, who shall circulate such information to all parties hereto.

9.4.3 Prior Obligations

Withdrawal hereunder does not relieve any of the parties from obligations or liabilities incurred hereunder before the date of effectiveness of such withdrawal.

9.5 ANNUAL FEE

Non-IATA airlines party hereto agree to pay an annual subscription fee in an amount to be determined by the IATA [Director, Global Head of Cargo](#)~~Senior Director, Customer and Distribution Services~~. This amount is to cover administrative expenses and one copy of the following (plus amendments thereto) and any other IATA publications as may be determined by the IATA [Director, Global Head of Cargo](#)~~Senior Director, Customer and Distribution Services~~:

~~IATA Air Waybill Handbook.~~

IATA Airport Handling Manual.

IATA/ATA Cargo Interchange Message Procedures Manual (Cargo-IMP).

IATA Cargo Services Conference Resolutions Manual.

IATA Dangerous Goods Regulations.

IATA Multilateral Interline Traffic Agreements Manual.

IATA Live Animals Regulations.

IATA Airline Coding Directory.

IATA ULD Technical Manual.

Failure to pay such fee within three (3) months of billing shall be deemed a withdrawal of such non-IATA airline from this Agreement, effective thirty (30) days after notice thereof by the IATA [Director, Global Head of Cargo](#)~~Senior Director, Customer and Distribution Services~~.

9.6 EXECUTION HEREOF

9.6.1 This Agreement may be executed in any number of counterparts, all of which shall be taken to constitute one original instrument. Such counterparts shall be deposited with the IATA Senior Director, Customer and Distribution Services.

9.6.2 Notwithstanding any other provision the adoption and effectiveness of Resolution 660, shall in no event be deemed to change, alter or vary in any way the existing contractual relationships of the parties thereto which shall continue in full force and effect, not shall such adoption of effectiveness be in any way construed to require re-execution or concurrence by existing parties thereto.

.....
(Name of Airline)

By
(Signature)

CSC/32 Finally Adopted Resolutions

Page 33 of 39

.....
(Typed or Printed Name of Signer)

.....
(Title or Capacity)

.....
(Witness)

.....
(Date)

RESOLUTION 670*

~~CARGO INTERCHANGE MESSAGE PROCEDURES (CARGO-IMP)~~ CARGO ELECTRONIC DATA INTERCHANGE MESSAGE STANDARDS

CSC(~~47~~32) 670

Expiry: Indefinite
Type: B

RESOLVED that:

1. For the interchange of cargo messages between IATA Members, ATA Members and third parties, including customs administrations, messages shall be composed in accordance with ~~either~~ the IATA/ATA Cargo Interchange Message Procedures (Cargo-IMP) Manual ~~(Cargo-IMP)~~ set forth in Attachment 'A'¹ ~~or~~ the IATA Cargo-FACT Message Manual ~~(Cargo-FACT)~~ 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/ATA Cargo-IMP Manual ~~and/or~~ 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.

* This Resolution is in the hands of all IATA Cargo Agents

¹ Attachment 'A' has been promulgated by IATA as a separate document.

RESOLUTION 683

REGISTRATION OF UNIT LOAD DEVICES CONTOUR CODE PORTION OF THE ULD TYPE
CODE

CSC(~~4832~~)683

Expiry: Indefinite

Type: B

RESOLVED that, ~~unit load devices~~ the ULD Contour Codes – currently Position 3 of the ULD Type Code - shall be registered in accordance with the ~~following~~ procedure laid out in the IATA ULD Technical Manual (UTM) – Chapter 1.

Note to Conference: *The rest of the text of CSC Resolution 683 including its Attachment 'A' is proposed to be deleted.*

**RECOMMENDED PRACTICE 1650
SHIPPER'S LETTER OF INSTRUCTION**

CSC(~~1932~~) 1650

Expiry: Indefinite
Type: A

WHEREAS, the United Nations Layout Key for Trade Documents has been adopted by many countries as the basic design for export documents, and in order to enable shippers to utilize the advantages of an aligned series of forms, it is

RECOMMENDED that:

1. Wherever practicable, Members shall adopt a Shipper's Letter of Instruction aligned with the United Nations Layout Key for Trade Documents. The format and wording are shown in Attachment 'A' hereto.
2. Special care should be taken to ensure proper marginal alignment. The left-hand top corner of the "Shipper" box should be 10 mm (3/8 in) from the top paper margin and 20 mm (3/4 in) from the left paper margin.
3. Members raising a Shipper's Letter of Instruction using an electronic message shall use the procedures described in the Cargo-XML Message Manual set forth in Recommended Practice 1675, Attachment 'A'.

RECOMMENDED PRACTICE 1675
CARGO-XML MESSAGE STANDARDS

(New)

CSC(32) 1675

Expiry: Indefinite

Type: B

RECOMMENDED that:

Where Members use the Extensible Markup Language (XML) syntax rules and message components to develop messages for the interchange of cargo data between themselves and third parties, including customs administrations, the messages shall be composed in accordance with the IATA Cargo-XML Message Manual set forth in Attachment 'A'¹.

¹ Attachment 'A' will be promulgated by IATA as a separate document.

RECOMMENDED PRACTICE 1676
CHANGES TO CARGO-XML MESSAGES

(New)

CSC(32) 1676

Expiry: Indefinite

Type: B

RECOMMENDED that:

1. Proposals for new messages or amendments to existing messages published in the IATA Cargo-XML Message Manual (Recommended Practice 1675, 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 Business Processes Panel (CBPP) for consideration and agreement.

2. Members of the CBPP shall consider all such proposals referred to them.

3. If agreed by members of the CBPP, direct the appropriate CSC Task Force to prepare a complete technical solution to the business case previously approved by the CBPP, using the data requirements provided with the message request.

4. If such proposal is found to be technically acceptable by members of the CBPP, it shall be circulated to all CSC Members by Notice of Amendment in accordance with the procedures detailed in Resolution 601.

5. If rejected by members of the CBPP 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 CBPP.

