

RESOLUTION 672
FORM OF MULTILATERAL E-AIR WAYBILL AGREEMENT
(NEW)

CSC(35)672

Expiry: Indefinite
Type: B

WHEREAS, Members desire to use Electronic Communication to document and execute agreements for the carriage of cargo in lieu of a paper air waybill;

WHEREAS, Members would like to expand the use of Electronic Communication through standardizing the use of EDI for cargo carriage leading to the elimination of a paper air waybill to be replaced by a cargo shipment-specific, accessible electronic file which will create and record a contract of carriage on the same basis as a paper air waybill; permit shippers to standardize their process for dealing with carriers through EDI; permit carriers to route, deliver and track cargo shipments (including interline shipments); and facilitate government authorities to process such shipments without a paper air waybill.

RESOLVED that:

1.1 IATA may act as agent for carriers in entering into agreements and as such may offer a shipper a single multilateral agreement, in the form set forth in Attachment 'A', on behalf of all carriers advising IATA of the airport locations where such carrier(s) will receive cargo. IATA shall ensure that any multilateral agreement it administers in the form of Attachment 'A' includes an appendix to identify the carrier(s) who, and the locations where such carrier(s), will receive cargo for shipment under Electronic Communication procedures. The multilateral agreement shall not become effective as to a particular shipper until a carrier has notified such shipper that shipper has met all Electronic Communication requirements under the agreement. For non-IATA Cargo Services Conference Member carriers, such carriers shall, in addition to identifying airport locations, appoint IATA as their agent for purposes of signing the multilateral agreement.

1.2 This Resolution does not amend Conditions of Contract as set forth in Resolution 600i or Carriers' Conditions of Carriage.

1.3 This Resolution does not obligate carriers to engage in Electronic Communication based transactions with any shipper or to authorize the use of Electronic Communication for cargo tendered at all locations where cargo is received for carriage.

1.4 This Resolution, and the use of Electronic Communication hereunder, does not limit the rights of any carrier with respect to the establishment of conditions of carriage, applicable cargo rates and determinations whether individual cargo shipments are Ready for Carriage.

1.5 Carriers shall ensure that their Conditions of Contract and Conditions of Carriage are accessible to all shippers on the carriers' websites or otherwise made available to shipper or their agent

1.6 Carrier(s) should consult with their insurers, and be particularly mindful of any possible paper air waybill completion and usage requirements as a condition of insurance coverage prior to shipping and documenting cargo under EDI. Each party to this agreement is solely responsible for meeting the conditions of their respective insurance policies.

1.7 Carriers accepting cargo through EDI procedures for interline transportation shall do so in accordance with IATA Resolution 660.

Resolution 672

Attachment 'A'

IATA MULTILATERAL E-AIR WAYBILL AGREEMENT

NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention or the Warsaw Convention may be applicable to the liability of the Carrier in respect of loss of, damage or delay to cargo. Carrier's limitation of liability in accordance with those Conventions shall be as set forth in subparagraph 4 of IATA Resolution 600i unless a higher value is declared.

An Agreement made this [REDACTED] day of [REDACTED] 20[REDACTED], between each airline set forth in Attachment "B" to IATA Resolution 672 (hereinafter called 'Carrier') represented by the Director General of IATA or his authorized representative acting for and on behalf of such Carrier AND [REDACTED] having its principal office at [REDACTED] in the country of [REDACTED] ("Specified Country") including any of its Affiliate(s) as set forth in Attachment "C" to IATA Resolution 672 (hereinafter called the "Freight Forwarder") with respect to cargo tendered by the Freight Forwarder to the Carrier(s).

WHEREAS, the parties to this Agreement desire to use electronic means in lieu of a paper air waybill to document the transportation of cargo and wish to establish the conditions for such transportation;

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

Article 1 – Object and Scope

1.1 This Agreement is intended to permit Freight Forwarder to propose and Carrier(s) to accept and execute contracts for the carriage of cargo shipments by electronic means in lieu of a paper air waybill. Such contracts, defined as Cargo Contracts herein, shall in each case be subject to the Conditions of Contract set forth in IATA Resolution 600i¹ which is also included herewith as Annex "A" to this Agreement. Freight Forwarder acknowledges that Freight Forwarder's use of Electronic Communication to effect Cargo Contracts shall constitute its agreement and the agreement of any person

¹ Notice Pursuant to Resolution 600i:

It is agreed that the goods shipped pursuant to this Agreement are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN 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 in the Conditions of Contract. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.

INSURANCE – If carrier offers insurance, and such insurance is requested in accordance with the conditions thereof, indicate amount to be insured in figures in field "Amount of Insurance".

for whom it is acting and has authority to act (under Section 3.2) to the Conditions of Contract referenced above as well as to all other provisions of this Agreement. **THE ACCEPTANCE OF CARGO TENDERED FOR CARRIAGE PURSUANT TO THIS AGREEMENT SHALL CREATE, UNLESS THE FREIGHT FORWARDER SPECIFICALLY INDICATES (AS REQUIRED BY SECTION 3.2) THAT IT IS ACTING AS AGENT FOR ANOTHER PARTY APPEARING ON THE AIR WAYBILL OR SHIPMENT RECORD AS THE CONTRACTING PARTY (SHIPPER), AND NOTWITHSTANDING ANY CARRIER CONDITION OF CARRIAGE TO THE CONTRARY, A CARGO CONTRACT FOR THAT CARRIAGE BETWEEN THE CARRIER AND THE FREIGHT FORWARDER.**

1.2 It is the mutual intent of Freight Forwarder and Carrier(s) to permit the Shipment Record created by Electronic Communication to have the legal effect of a duly executed paper air waybill to the full extent permitted by national law and applicable international treaties. Where national law, applicable international treaties or such circumstances as agreed by the Parties, requires issuance of a paper air waybill, Carrier(s) shall in each case be authorized by Freight Forwarder to make out and sign (through printed or stamped signature), such paper air waybill on behalf of Freight Forwarder acting as principal or on behalf of a Third Party for whom Freight Forwarder is acting as agent (pursuant to section 3.2), in conformity with the Freight Forwarder's air waybill data communicated to the Carrier through Electronic Communication and such paper air waybill shall constitute the Cargo Contract. In the event that the Carrier makes an error when making out the paper air waybill resulting in a difference between the information on the paper air waybill and Electronic Communication, the Electronic Communication shall be governing.

1.3 IATA as party to this Agreement acts only on behalf of and as agent for the Carriers listed in Attachment 'B' to IATA Resolution 672. IATA shall have only such responsibilities as are set forth herein and shall have no responsibility with respect to any Cargo Contract.

1.4 The Conditions of Contract detailed in IATA Resolution 600i, shall apply to all Cargo Contracts, except (i) as otherwise agreed in writing; or (ii) for Cargo Contracts where national law or applicable international treaties requires issuance of a paper air waybill where IATA Resolution 600b would apply. . In the event that Freight Forwarder concludes a Cargo Contract on behalf of a Third Party, pursuant to Section 3.2 hereof, Freight Forwarder, as agent for and on behalf of such Third Party, hereby consents to Carrier's Conditions of Contract. Carrier shall ensure that its Conditions of Carriage are accessible to Freight Forwarder on the Carriers' websites or otherwise made available to Freight Forwarder.

Article 2 – Definitions

2.1 "Agreement" shall mean this agreement between Carrier(s) and a Freight Forwarder who wish to contract for carriage of cargo by Carrier(s) through the use of Electronic Communication.

2.2 "Affiliate" shall mean an entity added to this Agreement under Section 12.2.

2.3 "Cargo Contract" shall mean a contract between a Carrier and a shipper initiated by Electronic Communication and formed under this Agreement for the carriage of, and settlement with respect to a

specific cargo shipment. The Cargo Contract remains an independent contract from this Agreement, including as to its content, interpretation and governing law.

2.4 “Cargo Receipt” or “Receipt for the Cargo” shall mean a document (in paper or electronic form) which is provided to the shipper, by the Carrier creating a Shipment Record which shall be deemed to effect a Cargo Contract for a cargo shipment identifiable on such Cargo Receipt.

Said Cargo Receipt shall, in all respects, be deemed a full substitute for a Carrier air waybill. The technical aspects of the Cargo Receipt shall be as described in IATA Resolution 600g.

2.5 “EDI” or “Electronic Data Interchange” shall mean the electronic transfer, from computer to computer, of commercial, administrative and transport data using an agreed standard to structure an EDI Message, as set out in the IATA Resolution 670.

2.6 “EDI Message” shall mean a message consisting of a set of segments, structured using an agreed standard, prepared in a computer readable format, transmitted via EDI, and capable of being automatically and unambiguously processed.

2.7 “Electronic Communication” shall mean the use of EDI Messages or Carrier’s web-portal to establish a Shipment Record.

2.8 “IATA” shall mean the International Air Transport Association.

2.9 “IATA Message Standard” shall mean the message standard specified, published and updated by the International Air Transport Association (IATA) from time to time.

2.10 "Montreal Convention" shall mean the Convention for the Unification of Certain Rules Relating to International Carriage by Air, done at Montreal on 28 May 1999.

2.11 "Notice" shall mean a notice given by a Party in accordance with Article 12.1.

2.12 “Party or Parties” shall mean collectively or individually the “Freight Forwarder” and/or “Carrier(s)”.

2.13 “Ready for Carriage” shall mean a shipment tendered to the Carrier pursuant to the conditions set forth in IATA Resolution 833.

2.14 “Shipment Record” shall mean any record of the Cargo Contract preserved by Carrier, evidenced by electronic means. In the event that Carriers are using the IATA Message Standard, the technical aspects of the Shipment Record shall be as specified in IATA Resolution 600f.

2.15 “Shipper’s Delivery Note” shall mean a document (in paper or electronic form) provided to the Carrier by the Freight Forwarder acknowledging the delivery of the cargo shipment as “freight on hand”

for carriage by air. At a minimum, it shall specify (a) the shipper; (b) the weight and number of pieces of the cargo shipment; (c) the date, time and place received by the Carrier; (d) reference the shipment identification number covering the specific cargo shipment. To the extent it is readily available, an indication of the places of departure, destination and, if applicable, agreed stopping places, should also be specified.

2.16 "Warehouse Receipt" shall mean a document provided to the Freight Forwarder by the Carrier acknowledging the receipt of the cargo shipment as "freight on hand" for carriage by air. At a minimum, it shall specify (a) the shipper (b) the weight and number of pieces of the cargo shipment; (c) the date, time and place received by the Carrier; (d) reference the shipment identification number covering the specific cargo shipment. To the extent it is readily available, an indication of the places of departure, destination and, if applicable, agreed stopping places, should also be specified.

In lieu of a Warehouse Receipt, the Carrier may verify the information on and countersign the Shipper's Delivery Note. Once verified and countersigned by the Carrier such delivery note shall serve as a Warehouse Receipt.

2.17 "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.

Article 3 – Contracting through Electronic Communication

3.1 This Agreement shall become effective between Freight Forwarder and each Carrier listed in Attachment 'B' to IATA Resolution 672 on the later of the date it is signed by IATA or Freight Forwarder. Notwithstanding the foregoing, Freight Forwarder shall only commence tendering cargo shipments under this Multilateral e-AWB Agreement to each participating Carrier on the date after that Carrier sends a notice (Activation Notice) to Freight Forwarder upon Carrier confirming that:

(a) Freight Forwarder has satisfied Carrier that Freight Forwarder is capable of transmitting and receiving EDI Messages to Carrier in accordance with the IATA Message Standard

or

(b) Carrier will accept another form of Electronic Communication (e.g. web-portal, e-mail, etc.) to establish a Shipment Record and enter into Cargo Contracts;

and

Freight Forwarder and Carrier have agreed on a satisfactory procedure for confirming the authenticity and integrity of Electronic Communication directed to Carrier at the airport(s) listed by Carrier in Attachment 'B' to IATA Resolution 672.

The obligations set forth in Section 3.1 are continuing obligations that remain in effect throughout the term of this Agreement.

The Activation Notice to Freight Forwarder sent pursuant to this Section 3.1 shall be in the form as set forth in Attachment 'F' to IATA Resolution 672, and shall only be applicable as to the Freight Forwarder (and/or Affiliate(s) listed in Attachment 'C' to IATA Resolution 672) at the airport(s) indicated in the Activation Notice to the Freight Forwarder sent by Carrier.

3.2 For shipments to be tendered by the Freight Forwarder as agent of a third party shipper (a "Third Party"), the Freight Forwarder warrants and represents that, prior to entering into such Cargo Contracts, it is authorized by the Third Party to act as its agent for purposes of initiating, processing and concluding Cargo Contracts and acknowledges that the Carrier shall be entitled to rely on this warranty and representation without any obligation to make enquiries as to whether or not such authorization is correct or has been revoked or altered in any way.. Furthermore, Freight Forwarder shall receive Cargo Receipts and consents to the use of electronic means in lieu of a paper air waybill on behalf of such Third Party. **Freight Forwarder shall ensure that proper identification is included within such Electronic Communication, or by other means as agreed by the Parties, so that Carrier can recognize that the Freight Forwarder is acting as agent of the Third Party for purposes of concluding a Cargo Contract between the Third Party and Carrier.**

3.3 Freight Forwarder acknowledges and accepts that it is responsible for the correctness and completeness of the particulars and statements relating to the cargo which Freight Forwarder provides in the Electronic Communication to Carrier(s). Freight Forwarder shall indemnify the Carrier(s) against all damage suffered by it, or by any other person to whom Carrier is liable, by reason of the Freight Forwarder's breach of the warranties and representations set out above and for any irregularity, incorrectness or incompleteness of the particulars and statements set forth in the Electronic Communication furnished by the Freight Forwarder on its own behalf or on a Third Party's behalf.

3.4 Either Freight Forwarder or Carrier may terminate this Agreement at any time by giving not less than 30 days prior written Notice to the other. Parties shall inform IATA of such termination pursuant to Article 12.

3.5 Either Freight Forwarder or Carrier(s) may terminate this Agreement by immediate Notice in the event that the party to be notified has entered into bankruptcy, has been declared insolvent or has demonstrated incapability to adhere to applicable EDI Message standards or agreed authentication procedures.

3.6 Termination shall not affect the validity of any Cargo Contract entered into before the date of such termination. Notwithstanding termination for any reason, the rights and obligations of the Parties

referred to in Articles 3.2, 3.3, and 9 shall survive termination together with any other provision which by its nature survives termination.

3.7 Nothing in this Agreement shall require Freight Forwarder to tender or Carrier to accept any cargo shipment. Carrier(s) shall determine, at its/their sole discretion, whether any tendered cargo shipment is Ready for Carriage.

Article 4 – Operations

4.1 Freight Forwarder shall tender each cargo shipment using Electronic Communication. When using EDI as Electronic Communication, the parties shall exchange EDI Messages and shall establish the Shipment Record in the form set forth in IATA Resolution 600f. If the Carrier uses a form of communication other than EDI, the parties will establish a Shipment Record pursuant to Carrier's terms and conditions for use of such other form of electronic communication for the establishment of a Shipment Record and a Cargo Contract.

4.2 Freight Forwarder shall tender cargo accompanied by air waybill data established through Electronic Communication to Carrier(s) only at those stations listed in Attachment 'B' to IATA Resolution 672. Carrier(s) may amend their information contained in Attachment 'B' to IATA Resolution 672 from time to time for operational reasons.

4.3 The Freight Forwarder shall, in any case, communicate such air waybill data so as to reach the Carrier prior to tender of the cargo shipment to Carrier's point of acceptance.

4.4 A Cargo Contract shall be concluded once the Carrier has received the cargo and provided a cargo receipt at the time of delivery. In the event that a Cargo Receipt cannot be provided at the time of delivery of the cargo, the Carrier shall provide a Warehouse Receipt (as an interim cargo receipt) at such time, and the Cargo Contract shall be deemed concluded, however, transportation of the cargo shall continue to be subject to Carrier confirming to the Freight Forwarder that the shipment is Ready for Carriage. When Carrier(s) determine(s) that a cargo shipment is Ready for Carriage, Carrier(s) shall establish a Shipment Record and issue a Cargo Receipt in the form set forth in IATA Resolution 600g, except that the Warehouse Receipt shall nonetheless continue to serve as prima facie evidence as to the weight and number of pieces delivered to Carrier at the date, time and place specified on the Warehouse Receipt. The Carrier shall archive the Warehouse Receipt pursuant to the archiving requirements set forth herein.

4.5 If Carrier(s): (i) is unable to determine that a cargo shipment tendered under this Agreement is Ready for Carriage; or (ii) Carrier(s) determine that there is a discrepancy between the air waybill data established through Electronic Communication and the weight of, number of pieces, volume of, measurement of, or rate applicable to a cargo shipment then Carrier shall so notify Freight Forwarder; Carrier may receive such cargo shipment by issuing a Warehouse Receipt (as an interim cargo receipt) and acknowledging through Electronic Communication that the cargo is "freight on hand". Discrepancies shall be governed by the Carrier's exception procedures. If the discrepancy is resolved and/or Carrier(s) determine that the cargo shipment is Ready for Carriage, Carrier(s) may then issue a Cargo Receipt pursuant to Article 4.4 of this Agreement. Subject to Section 4.4, the Cargo Receipt shall

be governing with respect to the weight, volume and number of pieces applicable to the cargo shipment covered by the Cargo Receipt.

4.6 Freight Forwarder undertakes that insofar as any part of a consignment contains dangerous goods, all measures prescribed by the Dangerous Goods Regulations shall be met.

4.7 Freight Forwarder shall tender the contents of each consignment properly packed and labeled as per the requirements for Ready for Carriage consignments set forth in IATA Resolution 833, and in compliance with any other applicable regulations (e.g. Live Animals, Perishables, Time/Temperature sensitive) depending on the nature of the goods tendered.

Article 5 – Records

5.1 Carrier(s) shall store the Shipment Record as established through the Electronic Communication, unaltered and secured for a minimum of two years or such additional time as applicable law shall require.

5.2 Unless otherwise required by law, Carrier(s) shall ensure that stored Shipment Record is readily retrievable and may be printed in human readable form.

5.3 Freight Forwarder on its own behalf and on behalf of persons for whom it is authorized to act, and Carrier(s) hereby waive any objection to the use of Electronic Communication authorized by this Agreement as evidence in resolving any dispute between them regardless of the process by which such dispute is to be resolved.

Article 6 – Confidentiality and Protection of Data

6.1 Freight Forwarder and Carrier(s) shall afford confidentiality to Electronic Communications on the same basis as afforded to paper air waybills and other communications related to Cargo Contracts.

6.2 Subject to any other non-disclosure agreement or agreement in place, where Carrier(s) obtain(s) information contained in Freight Forwarder's "House Waybill" under this Agreement, Carrier(s) shall maintain such information in confidence unless otherwise agreed in writing by Freight Forwarder or unless otherwise required to be disclosed to meet the requirements of government authorities or agencies or by operation of law or by order of a court or tribunal of competent jurisdiction, or to be provided to carrier's advisors, legal representatives, brokers, insurers and re-insurers for claims handling purposes. In such case Carrier shall use all reasonable endeavors to first inform the Freight Forwarder in writing before any disclosure under such order or obligation is made.

Article 7 – Responsibility and Security

7.1 Carrier(s) shall be responsible for the integrity of its/their Electronic Communications and for the prevention of any unauthorized use of or access to Freight Forwarder's authentication codes/procedures,

if any, after the use of Electronic Communications unless such unauthorized use or access results from the acts or omissions of Freight Forwarder.

7.2 Freight Forwarder shall be responsible for the integrity of its Electronic Communications and for the prevention of any unauthorized use of or access to Carrier(s) authentication codes/procedures, if any, after the use of Electronic Communications unless such unauthorized use or access results from the acts or omission of Carrier(s).

7.3 Upon becoming aware, or as soon as practicable thereafter, of any unauthorized use of authentication codes/procedures as described in this Article 7, a Party shall immediately notify the other Party of such unauthorized use, regardless of whether such unauthorized use is as a result of the acts or omissions of the other Party.

Article 8 — Operational Requirements for Electronic Communication

Each Party shall provide and maintain all necessary equipment to fulfil its obligations under the Agreement including hardware and software.

Article 9 – Liability

9.1 Neither Party (including persons for whom Freight Forwarder is authorized to act) shall be liable for any loss or damage suffered by the other Party caused by any delay or failure to perform under this Agreement where such delay or failure is caused by any impediment beyond the Party's control and which could not reasonably have been expected at the date of this Agreement or the consequences of which could not be avoided.

9.2 If a Party requires another Party to use the services of an intermediary to perform the transmission, logging, storage or processing of an Electronic Communication, the Party who requires such use shall be liable to the other Party for damage from that intermediary's acts or omissions in the provision of said services.

9.3 Except for situations as set forth in Section 9.1, each Party's liability under this Agreement shall be limited to proven compensatory damages and no Party shall be liable for: (i) any loss of profits, revenue, contracts, sales, anticipated savings, goodwill and / or reputation; (ii) special, indirect or consequential damages; and / or, (iii) any other form of non-compensatory damages.

9.4 Nothing in this Agreement shall affect the liability of any Party under the specific Cargo Contracts entered into by the use of Electronic Communications hereunder.

Article 10 – Governing Law

10.1 This Agreement shall be interpreted under and governed by the law of the Swiss Confederation without regard to its choice of law principles.

Article 11 – Resolution of Disputes

11.1 Carrier(s) and Freight Forwarder and/or the person on whose behalf Freight Forwarder is authorized to act shall meet to seek amicable resolution of any dispute arising under this Agreement within 14 days after either Party gives Notice of such dispute.

11.2 If such dispute cannot be resolved within 45 days of Notice, the Parties in dispute shall seek to mediate through a mutually agreed third party for an additional 60 days.

11.3 If such dispute is not successfully mediated pursuant to Article 11.2 of this Agreement the matter shall be referred to and finally resolved by arbitration subject to the International Chamber of Commerce (ICC) Rules of Arbitration, before a single arbitrator to be agreed by the parties to this Agreement involved, or failing agreement, by a panel of three arbitrators to be nominated in accordance with the ICC Rules of Arbitration.

11.4 Notwithstanding the foregoing nothing in this Agreement prevents any party from seeking injunctive relief before a court of competent jurisdiction for the protection of their rights, pending determination of disputes or claims relating to such rights by an arbitration.

Article 12 – Notices

12.1 All Notices hereunder shall be in writing and shall be sent by email, certified mail, return receipt requested or by express courier with proof of delivery to the individuals and addresses below. The notification forms included as attachments to this Agreement may be amended by IATA from time to time.

For the Freight Forwarder	For the applicable Carrier(s)
To be provided in the Freight Forwarder Submission Form, promulgated as Attachment 'E' to IATA Resolution 672	See Attachment 'B' to IATA Resolution 672

12.2 If the Freight Forwarder wishes to add or remove Freight Forwarder Affiliate(s) from the IATA MULTILATERAL E-AWB AGREEMENT shall notify IATA by using the FREIGHT FORWARDER MULTILATERAL E-AWB AGREEMENT SUBMISSION FORM provided in Attachment 'E' of Resolution 672 or its on-line version. The Freight Forwarder information will be reflected accordingly in the "LIST OF FREIGHT FORWARDER AFFILIATES" set forth as Attachment 'C' to IATA Resolution

672 that shall be maintained by IATA and made available to all industry stakeholders through required means, including but not limited to, a public website.

12.3 If the Freight Forwarder wishes to add or change their designated contact person for matters related to the IATA MULTILATERAL E-AWB AGREEMENT, shall notify IATA by using the FREIGHT FORWARDER MULTILATERAL E-AWB AGREEMENT SUBMISSION FORM provided in Attachment 'E' of Resolution 672 or its online version. The Freight Forwarder information will be reflected accordingly in the "LIST OF FREIGHT FORWARDER AFFILIATES" set forth as Attachment 'C' to IATA Resolution 672 that shall be maintained by IATA and made available to all industry stakeholders through required means, including but not limited to, a public website.

12.4 If the Freight Forwarder wishes to withdraw from the IATA MULTILATERAL E-AWB AGREEMENT shall notify IATA of their intention to do so, using the FREIGHT FORWARDER MULTILATERAL E-AWB AGREEMENT SUBMISSION FORM provided in Attachment 'E' of Resolution 672 or its online version. The Freight Forwarder information will be reflected accordingly in the "LIST OF FREIGHT FORWARDER AFFILIATES" set forth as Attachment 'C' to IATA Resolution 672 that shall be maintained by IATA and made available to all industry stakeholders through required means, including but not limited to, a public website.

12.5 Carriers wishing to join or withdraw from the IATA MULTILATERAL E-AWB AGREEMENT shall notify IATA of their intention to do so, by using the AIRLINE MULTILATERAL E-AWB AGREEMENT SUBMISSION FORM provided in Attachment 'D' to this Resolution or its online version. The Carrier information will be reflected accordingly in the "LIST OF AIRLINES AND THEIR ACCEPTABLE AIRPORTS" set forth as Attachment 'B' to IATA Resolution 672 that shall be maintained by IATA and made available to all industry stakeholders through required means, including but not limited to, a public website.

12.6 Carriers wishing to add or change their designated contact person for matters related to the IATA MULTILATERAL E-AWB AGREEMENT, shall notify IATA by using the AIRLINE MULTILATERAL E-AWB AGREEMENT SUBMISSION FORM provided in Attachment 'D' to this Resolution or its online version. The Carrier information will be reflected accordingly in the "LIST OF AIRLINES AND THEIR ACCEPTABLE AIRPORTS" set forth as Attachment 'B' to IATA Resolution 672 that shall be maintained by IATA and made available to all industry stakeholders through required means, including but not limited to, a public website .

12.7 Carriers wishing to add or remove acceptable airport(s) from the IATA MULTILATERAL E-AWB AGREEMENT shall notify IATA by using the AIRLINE MULTILATERAL E-AWB AGREEMENT SUBMISSION FORM provided in Attachment 'D' to this Resolution or its online version. The Carrier information will be reflected accordingly in the "LIST OF AIRLINES AND THEIR ACCEPTABLE AIRPORTS" set forth as Attachment 'B' to IATA Resolution 672 that shall be maintained by IATA and made available to all industry stakeholders through required means, including but not limited to, a public website.

Article 13 – Severability

13.1 If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, that shall not affect:

1. The validity or enforceability in that jurisdiction of any other provision of this Agreement; or
2. The validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

In such cases, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable. Parties shall then negotiate in good faith an appropriate substitute for the provisions deemed invalid.

Article 14 – Interpretation

14.1 Words importing the singular shall include the plural and vice versa.

14.2 The headings of articles are for convenience only and shall not be used to interpret provisions of the Agreement or otherwise affect the substantial provisions.

Article 15 – No Waiver of Rights

The failure by either Party at any time to require performance by the other of any of its obligations, shall not affect the right to require such performance at any time thereafter. A waiver by either Party of a breach or specific delay shall not be taken or held to be a waiver of any subsequent breach or delay.

Article 16 – Other Agreements Superseded

For as long as this Agreement is in force, it shall supercede any and all prior EDI Agreements or other prior agreements used to substitute the use of a paper air waybill through electronic means between the Parties in so far and to the extent that it applies to the airport(s) that have been activated pursuant to Article 3.1 of this Agreement and remain so activated hereunder and without prejudice to rights and liability as may exist at the date hereof. For avoidance of doubt this Agreement does not supersede the Conditions of Contract or Conditions of Carriage.

IATA Signatory

Director General of IATA (or his authorized representative) acting as agent for the Carriers referred to in the preamble hereto.

By: _____
(Signature)

Name: _____
(Name of IATA signatory)

Place:

Date:

Freight Forwarder Signatory

Freight Forwarder: [Redacted]
(Name of company)

IATA Cargo Agent Code (if applicable): [Redacted]

By: _____
(Signature)

By: _____
(Signature)

Name: [Redacted]

Name: [Redacted]

Job Title: [Redacted]

Job Title: [Redacted]

Address: [Redacted]

Address: [Redacted]

(Note: 2nd signatory is at Freight Forwarder's option)

Attachment ‘A’
Annex ‘A’

**IATA RESOLUTION 600i: CONDITIONS OF CONTRACT FOR CARRIAGE
CONCLUDED AND EVIDENCED BY ELECTRONIC MEANS**

Notice: The provisions of IATA Resolution 600i, including the Conditions of Contract set forth therein, are incorporated into this Agreement by this reference. The current Conditions of Contract as set forth in IATA Resolution 600i are re-printed in this Annex ‘A’ for the convenience of the parties. The parties agree to be bound by the current version of IATA Resolution 600i Conditions of Contract as amended from time to time by the IATA Cargo Services Conference and re-printed in the Cargo Services Conference Resolutions Manual without further amendment to this Agreement.

1. In this contract and the Notices appearing herewith:

CARRIER includes the air carrier issuing the cargo receipt 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 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 in the shipment record 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 in any applicable Convention or in Carrier's tariffs or general conditions of carriage.

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 cargo receipt 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 authorized 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 in the Shipment Record.

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 receipt of the cargo for transportation by the Carrier.

10.2 Such complaint may be made to the Carrier who issued the cargo receipt, 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 to the Carrier 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.



Attachment 'B'

LIST OF AIRLINES AND THEIR ACCEPTABLE AIRPORTS

The complete list of Airlines participating to the IATA MULTILATERAL E-AWB AGREEMENT, including their acceptable airports can be found here: www.iata.org/e-awb-multilateral



Attachment 'C'

LIST OF FREIGHT FORWARDER AFFILIATES

The complete list of Freight Forwarders and Freight Forwarder Affiliates participating to the IATA MULTILATERAL E-AWB AGREEMENT can be found here: www.iata.org/e-awb-multilateral



Attachment 'D'

AIRLINE MULTILATERAL E-AWB AGREEMENT SUBMISSION FORM

Download the Airline Multilateral e-Air Waybill Submission Form:

<http://www.iata.org/whatwedo/cargo/e/eawb/Documents/multilateral-airline-submission-form.doc>



Attachment 'E'

**FREIGHT FORWARDER MULTILATERAL E-AWB AGREEMENT
SUBMISSION FORM**

Download the Freight Forwarder Multilateral e-Air Waybill Submission Form:

<http://www.iata.org/whatwedo/cargo/e/eawb/Documents/multilateral-freight-forwarder-submission-form.doc>



Attachment 'F'

ACTIVATION NOTICE TO FREIGHT FORWARDER

Download the Activation Notice to Freight Forwarder Form:

<http://www.iata.org/whatwedo/cargo/e/eawb/Documents/multilateral-activation-notice-form.doc>