



**INTERCARRIER AGREEMENT ON PASSENGER LIABILITY (IIA)  
AGREEMENT ON MEASURES TO IMPLEMENT THE IATA INTERCARRIER  
AGREEMENT (MIA)**

EXPLANATORY NOTE

The Intercarrier Agreement is an “umbrella accord”; the precise legal rights and responsibilities of the signatory carriers with respect to passengers will be spelled out in the applicable Conditions of Carriage and tariff filings.

The carriers signatory to the Agreement undertake to waive such limitations of liability as are set out in the Warsaw Convention (1929), The Hague Protocol (1955), the Montreal Agreement of 1966, and/or limits they may have previously agreed to implement or were required by Governments to Implement.

Such waiver by a carrier may be made conditional on the law of the domicile of the passenger governing the calculation of the recoverable compensatory damages under the Intercarrier Agreement. But this is an option. Should a carrier wish to waive the limits of liability but not insist on the law of the domicile of the passenger governing the calculation of the recoverable compensatory damages, or not be so required by a governmental authority, it may rely on the law of the court to which the case is submitted.

The Warsaw Convention system defences will remain available, in whole or in part, to the carriers’ signatory to the Agreement, unless a carrier decides to waive them or is so required by a governmental authority.

SIGNING INSTRUCTIONS – IIA / MIA

When signing the IIA and/or MIA Agreement(s), **please fill in the date and provide the details at the bottom of the page** (name of signatory, title, email, Carrier’s name & address and stamp).

Once the agreements are signed, please return the **two originals** of each agreement to IATA Geneva office Attention: Legal Department, IATA, IATA Centre, 33, route de l’Aéroport – CH-1215 Geneva Airport 15 - Switzerland).

IATA will be sending back to the signatory Carrier a true copy of the agreements for Carrier’s records.

The date of signature of the agreement(s) will be considered as the actual implementation date of the IIA/MIA by the Signatory Carrier unless IATA Legal Department is advised of a different implementation date.

**IIA**

The IAA should be signed by the Airline’s Chief Executive.

**MIA**

The Carrier’s Legal Officer can sign the MIA.

If the Carrier decides not to exercise Option II, which provides for reference to the law of domicile, **strike out the options you do not want to select and initial the deletions.**