



AGREEMENT ON MEASURES TO IMPLEMENT THE IATA INTERCARRIER AGREEMENT

I. Pursuant to the IATA Intercarrier Agreement of 31 October 1995, the undersigned carriers agree to implement said Agreement by incorporating in their conditions of carriage and tariffs, where necessary, the following:

1. **{CARRIER}** shall not invoke the limitation of liability in Article 22(1) of the Convention as to any claim for recoverable compensatory damages arising under Article 17 of the Convention.
2. **{CARRIER}** shall not avail itself of any defence under Article 20(1) of the Convention with respect to that portion of such claim which does not exceed 100,000 SDRs^(*) [unless option II(2) is used].
3. Except as otherwise provided in paragraphs 1 and 2 hereof,..... **{CARRIER}** reserves all defences available under the Convention to any such claim. With respect to third parties, the carrier also reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.

II. At the option of the carrier, its conditions of carriage and tariffs also may include the following provisions:

1. **{CARRIER}** agrees that subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the law of the domicile or permanent residence of the passenger.
2. **{CARRIER}** shall not avail itself of any defence under Article 20(1) of the Convention with respect to that portion of such claims which does not exceed 100,000 SDRs, except that such waiver is limited to the amounts shown below for the routes indicated, as may be authorised by governments concerned with the transportation involved.

[Amounts and routes to be inserted]

3. Neither the waiver of limits nor the waiver of defences shall be applicable in respect of claims made by public social insurance or similar bodies however asserted. Such claims shall be subject to the limit in Article 22(1) and the defences under Article 20(1) of the Convention. The carrier will compensate the passenger or his dependences for recoverable compensatory damages in excess of payments received from any public social insurance or similar body.

III. Furthermore, at the option of the carrier, additional provisions may be included in its conditions of carriage and tariffs, provided they are not inconsistent with this Agreement and are in accordance with applicable law.

^(*) *Defined if necessary.*

Should any provision of this Agreement or a provision incorporated in a condition of carriage or tariff pursuant to this Agreement be determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, all other provisions shall nevertheless remain valid, binding and effective.

1. This Agreement may be signed in any number of counterparts, all of which shall constitute one Agreement. Any carrier may become Party to this Agreement by signing a counterpart hereof and depositing it with the Director General of the International Air Transport Association (IATA).
2. Any carrier Party hereto may withdraw from this Agreement by giving twelve (12) months' written notice of withdrawal to the Director General of IATA and to the other carriers Parties to the Agreement.
3. The Director General of IATA shall declare this Agreement effective on November 1st, 1996 or such later date as all requisite Government approvals have been obtained for this Agreement and the IATA Inter-carrier Agreement of 31 October 1995.

Signed this day of.....20...

.....
(Signature)

.....
(Name of Signatory)

.....
(Title)

.....

.....
(Carrier's Name & Address)

(Carrier's Stamp)