

# RESOLUTION 850

## Attachment 'E'

### FORM OF CONCURRENCE TO BE COMPLETED BY A NON-IATA AIR CARRIER WISHING TO PARTICIPATE IN IATA BILLING AND SETTLEMENT PLANS

### FORM OF CONCURRENCE

To: **BSP Manager**

Copy: International Air Transport Association  
Industry Distribution & Financial Services  
Route de l'Aéroport 33 — P.O. Box 416  
1215 Geneva 15 Airport  
Switzerland

Name of Applicant

Name of Applicant (hereinafter called "the Airline")

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Address

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1. The Airline operates scheduled air services or sells through IATA Approved Agent Locations within the country/area of the BSP. The Airline has obtained all operating licenses or governmental authorisation required for such services or sales.
2. The Airline has applied to the Manager of **BSP** for participation in **BSP**.
3. The Airline acknowledges that it has received copies of the following documents together with such explanation of their contents as it requires.
  - (a) Passenger Agency Conference Resolution 892 (Disclosing another Member's Position taken at an IATA Meeting);
  - (b) The applicable Resolution for the Passenger Sales Agency Rules appertaining to that BSP, i.e. Application of Minimum Security Standards for Safe Custody of Traffic Documents and Carrier Identification Plates; Commission; Reprimand, Suspension, Removal or Voluntary Relinquishment; Reviews under Authority of IATA Travel Agency Commissioner;
  - (c) Passenger Agency Conference Resolution 822 — IATA Numeric Code;
  - (d) Passenger Agency Conference Resolutions 832, 818 and 818g — Reporting and Remitting Provisions, i.e. Sales Transmittals, Billings, Remittances and Collections — Defaults (under Billing and Settlement Plans); Reporting and Remitting through the Billing and Settlement Plan;
  - (e) Passenger Agency Conference Resolution 850 — Billing and Settlement Plans;
  - (f) Local editions of the Billing and Settlement Plan Manual for Agents; or any other applicable manuals.

- (g) Passenger Agency Conference Resolution 854 — Electronic Ticketing Systems in BSP Countries/ Areas;
- (h) Resolution 850a — Supply of Standard Traffic Documents to Sponsored Sales Intermediaries.

4. **BSP** will forward revisions to the foregoing documents to the Airline as and when they are issued.

5. The Airline hereby undertakes and agrees to observe and comply with the following terms and conditions:

- (a) the Airline authorises ISS Management to enter into agreements with the relevant electronic data processing centre (“Data Processing Centre”) and the relevant clearing bank (“Bank”) on its behalf and to give notice to the Data Processing Centre and the Bank that the name of the Airline is to be added to the list of BSP Airlines in the Schedule of the respective Agreements with the Data Processing Centre and the Bank;
- (b) except as otherwise provided in Subparagraph (e)(ii) of this paragraph, the Airline shall be subject to the same conditions and obligations as other BSP Airlines, of which the following are particularly brought to notice:
  - (i) the Airline shall observe and be bound by the provisions of the documents set out in Paragraph 3 hereof, as well as subsequent additions, deletions or amendments thereto, as though the Airline were a Member of IATA and a party to the Resolutions or the sections of Resolutions set out in those documents;
  - (ii) the Airline shall execute an Agreement with each IATA Accredited Agent subject to **BSP** and appointed to act for the Airline, by virtue of which Agreement such Agents shall agree inter alia to:
    - comply with applicable Passenger Sales Agency Rules and BSP Procedures; such local standards as may be provided for under the Passenger Sales Agency Rules; applicable IATA Resolutions; and applicable government laws and regulations.
    - permit ISS Management to have access to their books, vouchers and other records relating to its sales activities on the Airline's behalf;
- (c) in consideration of the benefits of participation in **BSP**, the Airline agrees to pay the following fees:
  - (i) the appropriate Joining Fee, being contribution towards the setting-up and subsequent development costs of **BSP**. The Joining Fee will be payable in its entirety upon the grant by ISS Management of the Airline's Application;
  - (ii) Central and Regional management fees set by ISS Management and billed and payable to ISS Management in Geneva monthly in advance;
  - (iii) Local management fees as a contribution towards the management and other applicable costs in **BSP** calculated annually in advance by ISS Management and payable to the **BSP**.
  - (iv) costs payable through the IATA Clearing House, to ISS Management in Geneva, based on total participation in BSPs worldwide and total SCU throughput where applicable. These extra charges take into account the fact that non-IATA carriers do not otherwise contribute to the overall costs incurred by IATA in providing BSPs and administering the IATA distribution system.
- (d) the conditions of the Airline's participation in **BSP** may be amended from time to time upon serving reasonable advance notice of such amendment to the Airline.
- (e) the Airline's participation in **BSP** shall continue until either
  - (i) the Airline has, given three calendar months' advance notice in writing to the ISS Management who will advise the Data Processing Centre and the Bank of withdrawal from the Schedules of these Agreements where applicable,
  - or
  - (ii) ISS Management acting on the authority of at least two-thirds of those Members of IATA participating in **BSP** has given the Airline three calendar months' notice in writing of termination of the Airline's

participation in **BSP** , citing reasons therefore. In the event ISS Management gives such notice, it shall at the same time give three calendar months notice to the Data Processing Centre and the Bank of withdrawal of the Airline from the Schedules of those Agreements where applicable,  
provided that, in both cases, rights and liabilities incurred before the date of termination shall survive termination

6. The Airline undertakes to indemnify IATA, its officers and employees against liability (including liability for legal costs) for any action taken or omitted in good faith in the performance of their functions with respect to **BSP** under the Passenger Sales Agency Rules and under Resolution 850 and its Attachments.
7. This Form of Concurrence is executed in two originals. It shall enter into force upon signature on behalf of the IATA BSP by ISS Management Geneva. ISS Management will mail one original to the Airline at the address given above.
8. By signing this Form of Concurrence, and thereby undertaking to observe and comply with the terms and conditions described in the foregoing paragraphs, the Airline also unconditionally undertakes that it will observe and comply with these and other terms and conditions described in other documents, as they apply to other BSPs that the Airline applies to participate in due course, by submitting an application to ISS Management. This Form of Concurrence shall enter into force with respect to such other BSPs on the dates that the Airline receives written notification that ISS Management has granted the Airline's application to participate in the respective BSPs.

For and on behalf of the Airline:

Accepted for and on behalf of  
IATA Billing and Settlement Plans  
and their Participating Airlines by  
ISS Management:

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Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
Place, Date