



# Subscription Agreement and Terms of Use for the IATA Fueling Training Portal (the "Portal")

- applicable to training parties

## Definitions:

- **"TRAINING PARTY"**: the organization using the Portal to train Participants.
- **"Participant"**: an employee or independent contractor of the TRAINING PARTY with a user account to access the Portal.
- **"Portal"**: the IATA Fueling Training Portal comprised of the learning management system on which the Courses are hosted and the database of training records.
- **"Course"**: e-learning training services, including those relating to into plane fueling procedures, hosted on the Portal.

**PLEASE READ THIS SUBSCRIPTION AGREEMENT AND TERMS OF USE ("AGREEMENT") CAREFULLY BEFORE COMPLETING THE REGISTRATION TO THE PORTAL. COMPLETING THE REGISTRATION BINDS THE TRAINING PARTY TO THIS AGREEMENT.**

This Agreement applies to the use of the Portal including the use of any of the information provided on the Portal. In using the Portal, the TRAINING PARTY agrees to be bound by this Agreement.

## 1. Services

- 1.1 IATA shall provide the following services to the TRAINING PARTY (the **"Services"**) upon successful completion of registration to the Portal:
- (a) IATA will provide designated Participants with access to the Courses; and
  - (b) IATA will provide the TRAINING PARTY with certain support services. These support services shall consist of assisting Participants wishing to access the Course, exams and Portal. IATA will provide such support services within three (3) business days of receiving a request for assistance from the TRAINING PARTY.
- 1.2 In supplying the Services, IATA shall:
- (a) perform the Services with the highest level of care, skill and diligence in accordance with best practice;
  - (b) co-operate with the TRAINING PARTY in all matters relating to the Services, and comply with all reasonable and lawful instructions of the TRAINING PARTY;



- (c) only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that its obligations are fulfilled;
- (d) ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in this Agreement;
- (e) provide all equipment, tools, user guidelines and other items required to provide the Services;
- (f) ensure that the deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
- (g) comply with all applicable laws, statutes, regulations from time to time in force;
- (h) not do or omit to do anything which may cause the TRAINING PARTY to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business.

## 2. Responsibilities of the TRAINING PARTY

### 2.1 At its own cost, the TRAINING PARTY will:

- (a) ensure that its customers using the Portal recognise the Courses as satisfying relevant airline fueling and safety manual requirements and have endorsed it as being fit for purpose;
- (b) following the Participants' completion of the Course, conduct a practical proficiency assessment to validate that the Participants have attained the required proficiency in autonomous fueling operations. The TRAINING PARTY acknowledges that IATA does not certify fuellers as proficient in any activities or audit any other information provided by the TRAINING PARTY;
- (c) provide required information to create user accounts for Participants who will access the Courses, subject to section 7 of this Agreement;
- (d) ensure that Participants accessing the Courses will respect the provisions of this Agreement and any specific terms and conditions for the Courses;
- (e) ensure (i) it has the appropriate lawful basis (such as regulatory requirement, consent, contract, etc.) to share each Participant's personal information (in particular first and last name) with IATA and any authorized third-party service provider for the purposes of delivering the Services and (ii) it complies with applicable data protection and privacy requirements to the processing of such personal data;
- (f) update the Portal to record the completion of each course undertaken by each Participant on a timely basis;
- (g) maintain the list of airlines who may view detailed training record information relating to the Participants;
- (h) ensure it has adequate authorization from Participants for all airlines with access to the Portal to view the Participants' training record;



- (i) appoint a primary system administrator, who will be responsible for the day to day operation of the Portal for the TRAINING PARTY. IATA shall train the primary system administrator on the basic functions of the Portal, and that system administrator shall be responsible for further training subsequent administrators of the TRAINING PARTY and providing first level user support to those using the Services;
- (j) ensure that the training activity is administered in accordance with protocols (such as Course prerequisite hierarchy, recurrent training period, etc.) published at [iata.org/iftp-adoption](http://iata.org/iftp-adoption) which may be revised from time to time.

2.2 The TRAINING PARTY will comply with, and undertakes to ensure that Participants will comply with the following:

- (a) Participants accessing the Course must be of legal adult age in the country of enrolment;
- (b) The TRAINING PARTY is fully responsible for all customs, duty, tax and insurance fees, if applicable;
- (c) A course certification cannot be transferred to another individual or person;
- (d) The online exam will be supervised by an authorized representative from the TRAINING PARTY in a controlled environment;
- (e) IATA does not provide exam scores beyond those available in the Portal;
- (f) An IATA Course certificate is issued after completion of the required course elements. The IATA Course certificate is available online for download and printing in pdf format to Participants who have successfully completed a Course. No additional certificates are provided by IATA.

2.3 IATA will:

subject to the terms herein, provide access to the Portal and related documentation, to the TRAINING PARTY upon successful registration and payment by the TRAINING PARTY.

### 3. Intellectual Property

3.1 Title to all documents and other materials, including without limitation the Courses and any training material ("**Materials**"), whether in hard copy, on diskette, on USB sticks or in any other media given or made available to the TRAINING PARTY or the Participants by or for IATA shall always remain the exclusive property of IATA or its licensees. In consideration of the fees paid by the TRAINING PARTY to IATA under this Agreement, IATA hereby grants to the TRAINING PARTY a limited, non-exclusive, non-transferable, non-sublicensable right to use the Materials for the training of the Participants during the Term of this Agreement, as defined below. For the avoidance of doubt, the Materials may only be used by Participants who access the Courses during the term of the agreement with the TRAINING PARTY.

3.2 Also in consideration of the fees paid by the TRAINING PARTY to IATA under this Agreement, IATA hereby further grants to the TRAINING PARTY a limited, non-exclusive, non-transferable (except as specified in this Agreement) license (without the right to grant sub-licences) to use the Portal during the Term of this Agreement for the purpose of receiving the Services. This license shall be restricted to Participants with user accounts to access the Portal.



- 3.3 Without limiting the generality of the foregoing, the Materials or any part thereof may not be reproduced, reformatted or transmitted in any form by any means, electronic or mechanical, including photocopying, recording or any information storage or retrieval system, without the prior written consent of IATA.

## 4. Remuneration and Taxes

- 4.1 The TRAINING PARTY will pay IATA the initial setup fee. On a quarterly basis, the TRAINING PARTY will pay IATA the user access fee for each Participant who can access the Portal. IATA shall calculate the amount to be billed based on the records of Participants in the Portal and the standard user fees published at [iata.org/iftp-adoption](http://iata.org/iftp-adoption). IATA shall update the fees as required and shall advise the TRAINING PARTY with 90 days notice. Unless otherwise stated, all fees are in US Dollars.
- 4.2 Payment of fees for Participant access will be made by the TRAINING PARTY to IATA via electronic bank transfer within thirty (30) days of the date of IATA's invoice.

Bank:	Royal Bank of Canada
Address:	Main Branch, 1 Place Ville-Marie, Montreal, Quebec, Canada H3C 3B5
Account Number:	400-749-8
Bank Number:	003
Bank Transit Number:	00001
Swift Code:	ROYCCAT2
ABA Code:	021000021

Any payments relating to the Services must be made by the TRAINING PARTY without any set-off or counter claim and free of deduction or withholding (except as required by law) of any taxes, governmental charges or other fee. If any deduction or withholding is required by law, the TRAINING PARTY must pay the required amount to the relevant governmental authority, provide IATA with an official receipt or certified copy or other documentation acceptable to IATA evidencing the payment, and pay to IATA, in addition to the payment to which IATA is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by IATA free and clear of all taxes equals the full amount IATA would have received had no such deduction or withholding been required.

- 4.3 IATA reserves the right to suspend access to any TRAINING PARTY for non compliance with any of the terms of this Agreement, including non-payment of usage fees by due date of the invoice. IATA will notify the TRAINING PARTY of this intended action and also reserves the right to notify other users of the Portal of this intended action.

## 5. Term and Termination

- 5.1 This Agreement shall enter into effect upon successful registration, including acceptance of this Agreement, and shall remain in full force until terminated in accordance with this section 5 (the "**Term**").
- 5.2 Termination of use of the Portal may occur by either party giving the other party six (6) months prior written notice. In the event that the TRAINING PARTY terminates its use of the Portal, the



TRAINING PARTY shall pay to IATA all fees and expenses payable hereunder as of the date of termination.

- 5.3 Any overdue amount shall bear interest from the due date until actual payment is received by IATA at an annual rate of interest equal to the prime interest rate as established from time to time by the National Bank of Canada, plus one point five percent (1.5%), calculated and compounded monthly. In the event the TRAINING PARTY is an IATA Clearing House member, the TRAINING PARTY agrees that any overdue amount that exceeds sixty (60) days shall be processed through the Clearing House.
- 5.4 Either party may terminate this Agreement immediately upon written notice if the other party (i) materially or persistently breaches any of its terms or provisions which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so or (ii) takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or (iii) suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 5.5 Termination for breach shall be without prejudice to the terminating party's other rights and recourses.

## 6. Confidentiality

The TRAINING PARTY agrees to hold in the strictest confidence any confidential information given by IATA in the performance of this Agreement. IATA agrees to hold in the strictest confidence any confidential information given by the TRAINING PARTY in the performance of this Agreement.

## 7. Data Privacy

**"Personal Data"** refers to information relating to an identified or identifiable individual (including a Course participant's First name, Last Name and email address) made available by one party to the other party in connection with an agreement between them. Where Personal Data will be communicated under this Agreement, each of the parties agree:

- (a) They are acting as Controller (TRAINING PARTY) and as Processor (IATA) for the purpose of this agreement;
- (b) They shall comply with the Data Protection Addendum as attached to this Agreement.

## 8. Liability

- 8.1 Other than expressly stated in this Agreement, IATA makes no warranties, express or implied, including but not limited to the implied warranty of merchantability or fitness for a particular purpose, or that the Course will comply with an airline's training requirements for into plane



fueling procedures. The Portal is provided on an as-is, where-is bases. IATA makes no representation as to availability or accessibility.

- 8.2 In no event shall either party be liable for indirect, incidental or consequential damages arising under this Agreement, even if it has been advised of the possibility of such damages.
- 8.3 IATA's liability for damages under this Agreement shall in no event exceed the total amount of the fees paid to IATA by the TRAINING PARTY under this Agreement.
- 8.4 The TRAINING PARTY's liability for damages under this Agreement shall in no event exceed the total amount of the fees paid to IATA by the TRAINING PARTY under this Agreement.

## 9. Subcontracting

IATA may subcontract all or part of the work to be delivered under this Agreement.

## 10. Entire Agreement

This Agreement represents the final and entire contract between the parties concerning the use of the Portal and Courses and cancels and supersedes any and all prior agreements or understandings between the parties, whether oral or written.

## 11. Modifications

IATA reserves the right to modify this Agreement at any time and any such modifications, to be communicated by IATA, shall become effective immediately. The TRAINING PARTY's continued use of the Portal, after the Agreement has been modified, shall constitute the TRAINING PARTY's acceptance of the modified Agreement.

## 12. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of England and Wales. Any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration administered by the LCIA Rules, which rules are deemed to be incorporated by reference into this clause. The seat of arbitration shall be London, United Kingdom.

## 13. Force Majeure

Neither party shall be liable for failure to perform any of its obligations under this Agreement if such failure is caused by an event beyond the reasonable control of that party.

## 14. Severability

If any term of this Agreement is found to be invalid, unlawful or unenforceable, the validity of the other terms of this Agreement shall not be affected.



## 15. Survivorship

Sections 3, 5.2, 5.3, 6, 7 and 12 shall survive the termination or expiry of this Agreement. Any rights arising on termination or expiration of this Agreement, including but not limited to confidentiality provisions, shall survive the termination or expiration of this Agreement, as shall any other provision of this Agreement which, expressly or by implication from its nature, is intended to survive its termination or expiration.



# ADDENDUM

## Data Protection

1. **DATA PROTECTION**
- 1.1 TRAINING PARTY authorises IATA to Process the Subscription Agreement and Terms of Use (hereafter the Agreement) Personal Data during the Term of the Agreement as a Processor for the purpose set out in **Schedule 1**.
- 1.2 TRAINING PARTY warrants to IATA that:
  - 1.2.1 it has all necessary rights and permissions to authorise IATA to Process Agreement Personal Data in accordance with this Agreement and the Data Protection Laws;
  - 1.2.2 its instructions to IATA relating to Processing of Agreement Personal Data will not put IATA in breach of Data Protection Laws, including without limitation with regard to Restricted Transfers; and
  - 1.2.3 it shall comply with its obligations as a Controller under the Data Protection Laws (including in respect of the provision of information notices, having a legal basis for Processing and obtaining consent, (where that is the legal basis being relied upon, for that Processing)).
- 1.3 If IATA considers that any instructions from TRAINING PARTY relating to Processing of Agreement Personal Data may put IATA in breach of Data Protection Laws, IATA will be entitled not to carry out that Processing and will not be in breach of this Agreement or otherwise liable to TRAINING PARTY as a result of its failure to carry out that Processing.
- 1.4 Each party will comply with the Data Protection Laws in respect of Agreement Personal Data.
- 1.5 TRAINING PARTY authorises IATA to engage the following companies/ entities as sub-processors:
  - 1.5.1 Absorb Software Inc. (provider of the Learning Management System)
  - 1.5.2 Salesforce.com, Inc. (provider of the Customer Relationship Management solution)
- 1.6 IATA will inform TRAINING PARTY of any intended changes concerning the addition or replacement of Sub-Processors.
- 1.7 If IATA appoints a Sub-Processor, IATA will put a written contract in place between IATA and the Sub-Processor that specifies the Sub-Processor's Processing activities and imposes on the Sub-Processor no less protective terms to those imposed on IATA in this **clause 1**. IATA will remain liable to TRAINING PARTY for performance of the Sub-Processor's obligations.
- 1.8 IATA will:
  - 1.8.1 Process the Agreement Personal Data only on documented instructions from TRAINING PARTY unless IATA or the relevant Sub-Processor is required to Process Agreement Personal Data to comply with applicable law in which case IATA will notify TRAINING PARTY of such legal requirement prior to such Processing unless such law prohibits notice to TRAINING PARTY on public interest grounds. For the purpose of this **clause 1.8.1**, the obligations on IATA to perform the Services are documented instructions;





- 1.8.2 without prejudice to **clauses 1.2.2** and **1.4**, immediately inform TRAINING PARTY in writing if, in its reasonable opinion, any instruction received from TRAINING PARTY or a member of its Group infringes any data protection provisions in:
    - 1.8.2.1 European Union law or European Union member state law; or
    - 1.8.2.2 if the United Kingdom leaves the European Union, United Kingdom law.
  - 1.8.3 ensure that any individual authorised to Process Agreement Personal Data:
    - 1.8.3.1 is subject to confidentiality obligations or is under an appropriate statutory obligation of confidentiality; and
    - 1.8.3.2 complies with **clause 1.8.1**; and
  - 1.8.4 IATA will be entitled to retain any Agreement Personal Data which it has to keep to comply with any applicable law or which it is required to retain for insurance, accounting, taxation or record keeping purposes. This **clause 1** will continue to apply to retained Agreement Personal Data.
- 1.9 IATA will only make a Restricted Transfer if:
- 1.9.1 a competent authority or body makes a binding decision that the country or territory to which the Restricted Transfer is to be made ensures an adequate level of protection for Processing of Personal Data;
  - 1.9.2 IATA or the relevant Sub-Processor provides adequate safeguards for that Restricted Transfer in accordance with Data Protection Laws, in which case TRAINING PARTY will execute any documents relating to that Restricted Transfer which IATA or the relevant Sub-Processor requires it to execute from time to time; or
  - 1.9.3 IATA or the relevant Sub-Processor is required to make the Restricted Transfer to comply with:
    - 1.9.3.1 European Union law or European Union member state law, to which IATA is subject; or
    - 1.9.3.2 if the United Kingdom leaves the European Union, United Kingdom law to which IATA is subject,
- in which case IATA will notify TRAINING PARTY of such legal requirement prior to such Restricted Transfer unless such law prohibits notice to TRAINING PARTY on public interest grounds.
- 1.10 IATA will:
- 1.10.1 implement the technical and organisational measures set out in **Schedule 2**. For the avoidance of doubt, changes, updates and upgrades to, and revisions, new releases and new versions of, software will not constitute a change;
  - 1.10.2 notify TRAINING PARTY without undue delay after becoming aware of a Data Security Incident;
  - 1.10.3 only to the extent that TRAINING PARTY is subject to GDPR provide reasonable assistance to TRAINING PARTY (at TRAINING PARTY's cost) in:
    - 1.10.3.1 complying with its obligations under the Data Protection Laws relating to the security of Processing Agreement Personal Data;
    - 1.10.3.2 responding to requests for exercising Data Subjects' rights under the Data Protection Laws, including without limitation by appropriate technical and organisational measures, insofar as this is possible;



1.10.3.3 documenting any Data Security Incidents and reporting any Data Security Incidents to any Supervisory Authority and/or Data Subjects; and

1.10.3.4 conducting privacy impact assessments of any Processing operations and consulting with Supervisory Authorities, Data Subjects and their representatives accordingly.

1.11 IATA will:

1.11.1 make available to TRAINING PARTY and the other members of its Group all information necessary to demonstrate compliance with the obligations set out in this **clause 1**; and

1.11.2 At TRAINING PARTY's cost allow for and contribute to audits, including without limitation inspections, conducted by TRAINING PARTY or another auditor mandated by TRAINING PARTY, provided that TRAINING PARTY gives IATA at least 30 (thirty) days' prior written notice of each such audit and that each audit is carried out at TRAINING PARTY's cost, during business hours, so as to cause the minimum disruption to IATA's business and without TRAINING PARTY or its auditor having any access to any data belonging to a person other than TRAINING PARTY or its Group Companies. Any materials disclosed during such audits and the results of and/or outputs from such audits will be kept confidential by TRAINING PARTY.

1.12 Notwithstanding clause 8 of the Agreement, IATA shall be liable for the Data Protection Losses in connection with this **addendum** only to the extent directly resulting from a breach of its obligations under this clause. To the extent that any Data Protection Losses are contributed to or caused by a breach by TRAINING PARTY, IATA shall not be liable for those losses.

## SCHEDULE 1

### Agreement Personal Data

<b>Subject matter of Processing</b>	Training record information of aviation fueling personnel
<b>Nature of Processing</b>	Aggregation, storage and sharing of data with authorised parties
<b>Purpose of Processing</b>	Ensuring consistency and quality of training information Facilitating adoption of standardized training
<b>Type of Personal Data</b>	Name, Last name, employee ID, work location
<b>Categories of Data Subject</b>	Training party's employees



## SCHEDULE 2

### IATA Security Schedule

ID	Category	Description
NF-SEC-01	Fundamental	All services delivered to IATA should adhere to the best practices as defined by ISO 27002:2013 security controls.
NF-SEC-02	Fundamental	If the solution is managing credit card information, the solution must comply with the latest version of PCI-DSS.
NF-SEC-03	Fundamental	The vendor must perform formal security assessments for any third-party libraries or tools used by the solution.
NF-SEC-04	Fundamental	The concept of security domains and security boundaries to ensure isolation or segregation (physical or logical) must be implemented.
NF-SEC-05	Fundamental	Disaster recovery needs must be identified and implemented. Primary and secondary sites should be separated by approximately 50 miles.  Disaster Recovery Plan must be exercised once a year and the related report must be shared with IATA upon request.
NF-SEC-06	Fundamental	Management of Dev/QA/Pre-Prod and Prod environments is governed by a change management process. Dev and QA environments should not use production data unless it is sanitized.
NF-SEC-07	Fundamental	Good practice development standards and guidelines from OWASP <sup>1</sup> must be followed.
NF-SEC-08	Fundamental	Web Front end and web services must be protected against DDoS <sup>2</sup> attack.
NF-SEC-09	Fundamental	Web Front end and web services must be protected by a web application firewall.
NF-SEC-10	Fundamental	Data in transit must be end to end encrypted with supported encryption protocol (as of May 2019, TLS1.2).
NF-SEC-11	Fundamental	Data at rest must be encrypted with a protocol agreed on with IATA.

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<sup>1</sup> OWASP: Open Web Application Security Project

<sup>2</sup> DDoS: Distributed Denial-of-Service



ID	Category	Description
NF-SEC-12	Fundamental	<p>Prior to going live, the following security testing must be performed and documented to ensure the software does not contain vulnerabilities:</p> <ol style="list-style-type: none"> <li>1. Static code analysis</li> <li>2. Web application scanning (if applicable)</li> <li>3. Vulnerability scanning</li> </ol>
NF-SEC-13	Fundamental	Internal user authentication must be integrated with IATA SSO <sup>3</sup> (SAML 2.0 based).
NF-SEC-14	Fundamental	External user authentication must be integrated with IATA SSO solution based on Salesforce One Identity.
NF-SEC-15	Fundamental	<p>User management must comply with RBAC<sup>4</sup> principles.</p> <p>User reports must be exportable for RBAC review and must contain the following fields at a minimum, plus any other field deemed relevant:</p> <ol style="list-style-type: none"> <li>1. Username</li> <li>2. First Name</li> <li>3. Last Name</li> <li>4. Full Name (in addition to or instead of points 2 and 3)</li> <li>5. Role/Profile/Permission</li> <li>6. Email</li> <li>7. Creation Date</li> <li>8. Last Logon</li> <li>9. Last Password Change</li> <li>10. Status (if applicable)</li> <li>11. Valid to Date</li> </ol> <p>If the approval is done per role, a matrix must also be provided, containing the fields below:</p> <ul style="list-style-type: none"> <li>– Role Name</li> <li>– Approver for the role</li> <li>– Email of the approver</li> </ul>
NF-SEC-16	Fundamental	API must have user authentication and authorization functionalities.
NF-SEC-17	Fundamental	Administration access to the application (and related system environment) must be protected by a Multi Factors Authentication.

<sup>3</sup> SSO: Single Sign-on

<sup>4</sup> RBAC: Role Based Access Control



ID	Category	Description
NF-SEC-18	Fundamental	Multi Factors Authentication for general users must be implemented. The IATA preferred solution, which is integrated with IATA SSO, is Microsoft Authenticator.
NF-SEC-19	Fundamental	<p>Event logs recording user activities, exceptions, faults and information security events should be produced, kept (redundantly) and regularly reviewed.</p> <p>Event logs should include, when relevant:</p> <ul style="list-style-type: none"><li>a) user IDs</li><li>b) System activities</li><li>c) Dates, times and details of key events, e.g. log-on, log-off, last logon date</li><li>d) Device identity or location if possible and system identifier</li><li>e) Records of successful and rejected system access attempts</li><li>f) Records of successful and rejected data and other resource access attempts</li><li>g) Changes to system configuration</li><li>h) Use of privileges</li><li>i) Use of system utilities and applications</li><li>j) Files accessed and the kind of access</li><li>k) Network addresses and protocols</li><li>l) Alarms raised by the access control system</li><li>m) Activation and de-activation of protection systems, such as anti-virus systems and intrusion detection systems</li><li>n) Records of transactions executed by users in applications</li></ul>