INTELLECTUAL PROPERTY PRINCIPLES FOR IATA WORKING GROUPS

IATA and our industry partners collaborate in IATA working groups, panels, task forces and committees (each, a “Working Group”) to produce standards, reports and other work-product deliverables (“Deliverables”).

The below IATA Intellectual Property Principles (the “IP Principles”) have been developed to help clarify the already existing approach regarding intellectual property rights in the context of Working Groups.

The following IP Principles apply whenever IATA and third-parties (“Participants”) collaborate in Working Groups:

1. IATA will establish the terms and conditions for use and distribution of the Deliverables, with the underlying objective of encouraging the collaborative creation and adoption of Deliverables by the industry and consistently increasing efficiency for industry players. Participants will be eligible to use or distribute a Deliverable only in accordance with such terms and conditions as established by IATA in each case.

2. Whatever a Participant sees or hears in a Working Group is confidential unless and until IATA makes it public.

3. IATA owns any new invention or material which is developed entirely in the context of a Working Group, including as part of a Deliverable (“New IP”).

4. By contributing its pre-existing intellectual property (“Participant IP”) to a Working Group, a Participant gives IATA the right to use the Participant IP in a Deliverable. The Participant remains the owner of its Participant IP.

5. If the Participant does not wish to permit the inclusion and use in a Deliverable of a particular item of Participant IP, the Participant should not contribute it. In special circumstances where an item of Participant IP is particularly relevant to a Working Group, the Participant may disclose the Participant IP in question and simultaneously prohibit the Working Group from using same, but must clearly state this restriction prior to providing such Participant IP to the Working Group.

6. If, to the best knowledge of the Participant’s representative at the Working Group, the Participant or a third-party owns intellectual property that could prevent the use and adoption of a Deliverable, this must be disclosed to the Working Group.

7. No Participant may rely on any relevant intellectual property rights it may own to hinder use and adoption of a Deliverable.