RESOLUTION 813zz
Latin American Air Cargo Programme Rules

WHEREAS it is recognized that the relationship between Airlines, Agents and Forwarders within the cargo industry has significantly evolved since the creation of the original IATA Cargo Agency Programme.

WHEREAS the cargo industry recognizes the particular changing needs and circumstances evolving in the Latin American Area, (comprising all Latin American countries of the Latin American region so added to this programme by request to and authorized by the Conference.

WHEREAS it is recognized that Forwarders and Agents (collectively “Intermediaries”) and Airlines work together to provide a seamless, on-demand choice of products and services which enables shippers and producers to freely move cargo from and throughout such Latin American Area.

WHEREAS it is recognized the need to accommodate, (i) the transactions of an Intermediary acting as the agent of the airline and (ii) those transactions flowing from an Intermediary acting in the capacity as an air freight forwarder, dealing directly with the shipper.

WHEREAS it is recognized that, in the course of everyday business, an Intermediary may routinely handle both types of transactions in its relationship with Airlines.

WHEREAS it is acknowledged, by Airlines and intermediaries alike, that an industry distribution system provides significant efficiencies and valuable standards that benefit all participants and their customers.

1. IT IS RESOLVED THAT:

1.1 The Latin American Air Cargo Programme (LAACP), covering cargo intermediary accreditation, is hereby established by the Cargo Agency Conference, to be implemented wherever there is a CASS in the Latin American region, directed jointly, as hereinafter provided, by representatives of IATA Member airlines and representatives of air freight forwarders and administered by IATA;

1.2 the LAACP seeks to secure the aims outlined in the Preamble;

1.3 each IATA Member airline shall automatically become a participant in the LAACP, once implemented, unless any Member officially notifies IATA to the contrary. Upon implementation of the LAACP, the IATA Cargo Agency Programme shall simultaneously be discontinued in the area of application;

1.4 all IATA Cargo Agents in the area covered by this Resolution automatically qualify to join the LAACP, and do so by executing the LAACP Cargo Intermediary Agreement with IATA Member airlines. That Agreement is in the form set out in Attachment ‘A’ to this Resolution. Upon execution of the Agreement, the signatory entity will be designated an IATA Cargo Intermediary;

1.5 an Agent that does not elect to join LAACP shall cease to be an IATA Cargo Agent in the area covered by this Resolution, as of the implementation date of the LAACP;

1.6 a freight forwarder who is not an IATA Cargo Agent and who wishes to become an IATA Cargo Intermediary may apply to be so designated, in accordance with the procedures and requirements set out in the LAACP Handbook, as amended from time to time by the Latin American Air Cargo Programme Joint Council (‘the Joint Council’), by executing the Cargo Intermediary Agreement.

2. LATIN AMERICAN AIR CARGO PROGRAMME—JOINT COUNCIL (‘THE JOINT COUNCIL’)
2.1(i) Cargo Agency Conference Accredited Representatives or their appointed Alternate;

2.1(ii) one representative designated by each association recognized as a national forwarders association, in each country covered by this Resolution (where appropriate) or a combination of such recognized forwarders associations;

2.1(iii) ex-officio, non-voting members, the IATA Head of Cargo, the Chairman, FIATA-Airfreight Institute and the Director General of ALACAT, or the designated representative(s) of those members;

2.1(iv) in respect to (i) and (ii) above, a reasonable and equitable balance of representation should be sought, together with reasonable and practical Latin American Area geographic coverage;

2.1(v) the Council shall nominate its own Chairman. The position of Chairman shall be non-voting. In the event the Chairman is elected from voting members, an alternate voting member shall be nominated to take the voting seat vacated by the Chairman;

2.2 the Joint Council sets its rules and procedures; provided that the quorum necessary to take action shall be not less than five members of each of its two constituencies. The Chairman may authorize the presence of observers, where he deems it advantageous to the expeditious dispatch of business;

2.3 the Joint Council actions are in the form of decisions made by a majority present of each of the two constituencies;

2.4 the Joint Council shall normally hold meetings with members physically present, not less than twice annually; provided that other meetings, including meetings conducted via telecommunications, shall be permissible;

2.5 IATA shall provide adequate Secretariat support for meetings of the Joint Council, and shall ensure that all agendas and reports are circulated to all Cargo Agency Conference Accredited Representatives;

2.6 to facilitate its work, the Joint Council shall be empowered to set up such temporary and permanent groups, as it deems appropriate.

3. JOINT COUNCIL RESPONSIBILITIES

The Joint Council shall be responsible for developing, managing and marketing of the LAACP.

3.1 The Joint Council shall determine objective criteria for the registration of Intermediaries in the Latin American Area. This shall include, but not be limited to:

— financial standing
— standards of staff competence, experience and knowledge of air cargo products
— suitability of premises
— suitability of cargo handling and processing equipment
— products and services

3.2 The Joint Council shall publish the LAACP Handbook, which shall contain the working procedures, rules and standards for maintaining an integrated distribution system, applicable to all participants in the LAACP.

3.3 The contents of the Handbook shall incorporate relevant Resolutions applicable to Intermediaries, supplemented by such other material, as the Joint Council considers necessary and desirable, in the light of industry developments.

3.4 The Joint Council is not authorised to change or ignore Resolutions.

3.5 The Joint Council may consider all other aspects of the LAACP in the Latin American Area and accordingly make proposals to the Conference.

3.6 Changes to relevant Procedure Conference Resolutions shall require the support and consensus of the Joint Council before being implemented in the region covered by this programme.

3.7 The Joint Council shall determine the LAACP participant's fees, in consultation with the Director General. The LAACP shall be self-funding and not-for-profit.
3.8 The Joint Council shall nominate an LAACP Ombudsman in accordance with the procedures contained within the Handbook, and the Ombudsman shall be appointed in accordance with IATA’s procedures applicable for appointment of the Cargo Agency Commissioner.

4. LATIN AMERICAN AIR CARGO PROGRAMME DIRECTORY

4.1 The Joint Council shall compile, publish and keep current, the Latin American Air Cargo Programme Directory (‘The Directory’), listing all participant IATA Air Freight Forwarders and Airlines, with all relevant and useful particulars of those listed, as decided by the Joint Council.

4.2 The Directory shall be used as a means of actively promoting the interests of the participants listed in it and to the shipping public at large.

5. IMPLEMENTATION OF THE LATIN AMERICAN AIR CARGO PROGRAMME

5.1 The Joint Council shall be responsible for the implementation of the LAACP throughout the Latin American Area.

6. RULES AND PROCEDURES

The relationship between Members and IATA Cargo Intermediaries is governed by the rules and procedures adopted by the Conference and published in the Attachments and Appendices to this Resolution.

* Note: Inclusion of Cargo Services Conference Resolutions in Para. 3.6 shall not come into effect unless and until delegated authority is adopted by the Cargo Services Conference.

Attachment ‘A’

CARGO INTERMEDIARY AGREEMENT

RESOLVED that, the following form of Cargo Intermediary Agreement is adopted for use by participants in the Latin American Air Cargo Programme, with an implementation date to be announced by the Agency Administrator:

LATIN AMERICAN AIR CARGO PROGRAMME—FORM OF INTERMEDIARY AGREEMENT

AN AGREEMENT made this day of 20

BETWEEN each IATA Member airline (‘the Carrier’), represented by the Director General of IATA (‘the Director General’) acting for and on behalf of the Carrier,

AND (‘the Agent’ in Part I, ‘the Forwarder’ in Part II, and ‘the Intermediary’ in Part III of this Agreement), having its principal office at with respect to the promotion of global logistic services, the sale of international air cargo transportation (‘airfreight’) and/or the handling and delivery to the Carrier of cargo consignments.

WHEREAS:

The commercial environment in which both cargo agents and freight forwarders operate in Latin America is one that requires an agreement form reflecting an increased role for freight forwarders;

the Parties recognise the need for an agreement that reflects the characteristics of the Latin America air cargo market;

the Carrier and the Intermediary (sometimes jointly called ‘the Parties’) undertake to give a high priority to applying electronic commerce in accordance with IATA standards and procedures. Such electronic commerce will facilitate the identification of consignments, and the tracking, tracing and settlement requirements of the Parties and accelerate the introduction of necessary procedures with other competent entities to the benefit of the mutual customers;
the Director General has provided the Parties with a copy of the LAACP Handbook (herein after called ‘the Handbook’). It contains the rules, regulations, IATA Conference Resolutions, instructions and procedures applicable to the Parties’ actions under the present Agreement. Amendments to the Handbook shall be provided to the Parties. The date of effect of such amendments shall be determined by the Joint Council, but not earlier than 30 days after their despatch from IATA. The amendments shall be deemed to be incorporated herein. The provisions of the Resolutions, and other material as determined by the Joint Council, contained in the Handbook are binding upon the Parties and each current release of the Handbook shall be incorporated by reference into this Agreement and forms an integral part of this Agreement;

the Parties acknowledge that they have received a copy of the current edition of the Handbook and have acquainted themselves with the contents thereof;

d this Agreement does not prevent either of the Parties from using other distribution channels or methods, either with carriers or intermediaries or with shippers directly and does not purport to impose exclusivity of dealings on the Parties.

WHEREBY IT IS AGREED AS FOLLOWS:

Definitions of Terms used in this Agreement

**Air Waybill:** the document of carriage as defined in Resolution 823. For the purpose of this agreement, references to Air Waybill shall also include electronic shipment record.

**Latin American Air Cargo Programme (‘LAACP’):** the Latin American air cargo distribution system managed by IATA in support of the present Agreement.

**Latin American Air Cargo Programme Directory (‘the Directory’):** is the official list of all Intermediaries participating in the LAACP.

**Latin American Air Cargo Programme Joint Council (‘Joint Council’):** is the body composed of airline and airfreight forwarder nominees, charged with the overall responsibility for running the LAACP, pursuant to IATA CAC Resolution 813zz.

**Latin American Air Cargo Programme Operations Handbook (‘the Handbook’):** the manual published under the auspices of the LAACP by the Joint Council. It contains the rules, regulations, IATA Conference Resolutions, instructions and procedures applicable to the Parties’ actions under the present Agreement and is revised and reissued as required.

**Agent:** in the context of this agreement, an Intermediary who acts on behalf of a Carrier in the conducting of Air Waybill transactions in accordance with Part I of the Agreement.

**Forwarder:** in the context of this agreement, an Intermediary which issues air waybills on a principal to principal basis, in accordance with Part 2 of this agreement, and which reflects its LAACP registered company name in both the Shipper and Agent boxes on the air waybill. Such designation within the LAACP does not imply compliance with national government licensing requirements.

**Intermediary:** in the context of this Agreement, a generic term for both Agent and/or Forwarder.

**PART I. AGENCY RELATIONSHIP**

**Purpose of this Part I of the Agreement**

The purpose of this Part I of the Agreement is to set out the contractual terms, which are specific to the Carrier/Agent relationship. The provisions of this Agreement shall apply to all Air Waybills completed by the Intermediary in its capacity as agent for the Carrier (‘Agent’).

**1. EXECUTION**

1.1 The terms of this Agreement, including any amendments hereto, shall have the same force and effect on the relationship between the Carrier and the Agent, once created, as though both were named herein and both had subscribed their names as Parties hereto;
IATA Cargo Agency Conference Resolutions Manual

1.2 This Agreement shall become effective between the Agent and a Carrier upon appointment of the Agent by such Carrier in accordance with the provisions of the Handbook. A Carrier may appoint the Agent by means of individual appointment or by general concurrence.

2. AGENT’S AUTHORITY

2.1 The authority of the Agent to represent the Carrier and its products and services under this Agreement shall be specifically limited to that expressly granted herein;

2.2 Subject to the provisions of this Agreement, the Agent shall represent the Carrier in the sale of airfreight, other than mail, over the services of the Carrier and when authorised by the Carrier, over the services of other air carriers with which the Carrier has an interline agreement;

2.3 With respect to the Carrier’s aircraft or route by which any consignment is to be transported and as to any service to be furnished by the Carrier, the Agent shall make only such representations as are authorised in this Agreement or as may thereafter be authorised by the Carrier in writing;

2.4 The Agent may represent itself on letterheads, advertising, telephone listings and classifications, office signs, and otherwise as an ‘Agent’, ‘Cargo Agent’, or ‘IATA Cargo Agent’, representing the Carrier, but shall not use any other designation which would indicate or imply in any way that its office is an office of the Carrier.

3. OBLIGATIONS OF AGENT TOWARDS THE CARRIER

3.1 The Agent shall make known and shall promote the services of the Carrier in every way reasonably practicable, including the use of display, promotional or publicity material that the Carrier may supply;

3.2 If the Agent accepts goods for carriage by air without the Carrier(s) being specified, the Agent shall be liable for loss of or damage to such goods until they have been delivered to and accepted by the Carrier.

4. OBLIGATIONS OF CARRIER TOWARDS THE AGENT

The Carrier shall furnish the necessary information and documentation to enable the Agent to fulfil its undertaking, that the completion of Carrier’s Air Waybills and handling of consignments performed under this Agreement by the Agent, or by its officers or employees, shall be in strict compliance with the rates, rules and conditions applicable to such cargo transportation, as published in the Carrier’s Conditions of Carriage or in its tariffs, timetables, notices, instructions or elsewhere unless otherwise agreed in writing between the Parties.

PART II. AIRFREIGHT FORWARDER RELATIONSHIP

Purpose of this Part II of the Agreement and Effectiveness

The purpose of this Part II of the Agreement is to set out the mutually-agreed framework of working relations between the Carrier and the Forwarder, so they may provide the shipper with a complete and integrated service. A contractual relationship between the Forwarder and the Carrier is hereby created.

Furthermore, the provisions of this Agreement shall apply to the Intermediary acting as Forwarder. Upon coming into effect, this Agreement, including any amendments thereto, shall have the same force and effect between the Carrier and the Intermediary acting as Forwarder as though they were both named herein and had both subscribed their names as parties hereto.

1. SCOPE OF MUTUAL REPRESENTATION

This Part II covers those airfreight transactions where the Parties contract with each other as between principals. In such transactions, the Forwarder’s name appears in both the Shipper box and the Agent box of the Air Waybill and the Forwarder does not act as agent for the Carrier.
2. FORWARDER’S AUTHORITY

2.1 Subject to the provisions of this Agreement, the Airfreight Forwarder shall be entitled to tender goods to any Carrier from whom it has received air waybills or air waybill serial numbers, provided the freight is documented and Ready for Carriage, in accordance with the Handbook or the Carrier’s specific instructions;

2.2 the Forwarder may represent itself as a Forwarder, Cargo Forwarder, or IATA Cargo Forwarder authorised to use the services of the Carrier, but shall not indicate or imply in any way that its office is an office of the Carrier;

2.3 the Forwarder may consolidate consignments on behalf of a number of different shippers and tender them to the carrier as one single consignment.

PART III. GENERAL PROVISIONS

Purpose of this Part III of the Agreement

The purpose of this Part III of the Agreement is to set out the general provisions applicable to both Agent and Forwarder as intermediaries (generally called “Intermediary”) as specified in Parts I and II of this Agreement.

1. RULES, RESOLUTIONS AND PROVISIONS INCORPORATED IN THIS AGREEMENT

1.1 The terms and conditions governing the relationship between the Parties, as set out herein, are to be understood in the context of the contents of the LAACP Handbook, which are incorporated by reference into this Agreement and made part hereof;

1.2 if not defined herein, the terms and expressions used in this Agreement shall, unless the context otherwise requires, have the meanings respectively provided in the Handbook. In the event of any conflict, contradiction or inconsistency between specific provisions of this Agreement and any provisions incorporated by reference, the specific provisions of this Agreement shall prevail;

1.3 the Parties shall observe all laws and regulations applicable to acts performed by them under this Agreement.

2. SECURITY MEASURES

The Parties shall adhere to security control measures as prescribed by the responsible authority(ies), and shall adhere to any other measures that may be required under the applicable IATA Resolutions.

3. DANGEROUS GOODS

The Intermediary shall not accept for delivery to a Carrier, or tender to the Carrier a shipment consisting of or containing a commodity classified as a Dangerous Goods (as defined in the current IATA Dangerous Goods Regulations), unless the commodity is properly described by name and is packed, marked and labelled and is in proper condition for carriage by air according to those Regulations, and is accompanied by a Certificate in the IATA agreed form stating that the commodity is properly described by name and is packed, marked and labelled and is in proper condition for carriage by air. The Certificate shall be signed by the person responsible for packing, marking and labelling. The Intermediary or the staff employed by the Intermediary may sign such declaration if he has been authorised by the shipper to act on his behalf to undertake shipper’s responsibilities in the preparation, packing, marking and labeling of the consignment and has been trained as required in subsection 1.5 of the applicable IATA Dangerous Goods Regulations.

4. THE AIR WAYBILL
4.1 The Carrier may supply Air Waybills or Air Waybill serial numbers for neutral issuing systems to the Intermediary;

4.2 where the Carrier authorises the Intermediary to execute Air Waybills supplied by it in connection with the sale of airfreight offered by any other air carrier, the Carrier shall provide such authorisation to the Intermediary in writing;

4.3 when issuing the Carrier's Air Waybills, electronic shipment records and related documents, the Intermediary undertakes that the information entered by the Intermediary is correct;

4.4 the Intermediary shall be responsible for the safe custody and care of Air Waybills and Air Waybill serial numbers supplied to the Intermediary for use in an electronic environment, which the Intermediary may use for the sale of airfreight under this Agreement while they are in the Intermediary's possession, and shall be responsible to the Carrier for any damage, loss or expenses suffered by the Carrier as a result of the use or misuse of such Air Waybills or Air Waybill serial numbers by the Intermediary;

4.5 the Intermediary acknowledges that Carrier's Air Waybills and Air Waybill serial numbers supplied to the Intermediary for use in an electronic environment are and remain the sole property of the Carrier during the period that they are in the custody of the Intermediary, and the Intermediary acknowledges and agrees that it has no proprietary right to such documents or Air Waybill serial numbers. The Carrier may at any time at its sole discretion require that the Intermediary return such Air Waybills and Air Waybill serial numbers and the Intermediary agrees to surrender them forthwith to the Carrier, furthermore, the Carrier may, at any time at its sole discretion, require the Intermediary to cease and desist from issuing Neutral Air Waybills in the Carrier's name;

4.6 the Intermediary shall not execute an Air Waybill until having received the complete consignment to be transported under such Air Waybill;

4.7 the Intermediary shall not execute an Air Waybill supplied by the Carrier in connection with the sale of airfreight offered by any other air carrier unless the Carrier has so authorised the Intermediary in writing;

4.8 after acceptance of the consignment, the Carrier shall not in any manner vary or modify the terms and conditions of the underlying Conditions of Contract in respect of the consignment.

5. OPERATIONAL PROCESSES

5.1 the Carrier shall advise the Intermediary of the locations designated by it for general acceptance or airfreight;

5.2 the Intermediary undertakes that the completion of the Carrier's Air Waybills and handling of consignments performed under this Agreement by the Intermediary or by its officers or employees, shall be in strict compliance with the rates, rules and conditions applicable to such transportation, as published in the Carrier's Conditions of Carriage or in its tariffs, timetables, notices, instructions or elsewhere, unless otherwise agreed in writing between the Parties;

5.3 the Intermediary shall not in any manner, vary or modify the terms and conditions set forth in any documents or instructions of the Carrier;

5.4 if the Intermediary, when acting as a Cargo Agent, accepts goods for carriage by air without the carrier(s) being specified, the Intermediary shall be liable for loss of or damage to such goods until they have been delivered to the Carrier;

5.5 the Carrier shall, upon presentation of its Air Waybills, properly executed by the Intermediary, and upon surrender of the Carrier's copies of such Air Waybills, accept the consignments therein described for transportation by the Carrier. The Carrier undertakes to provide or arrange for transportation of such consignments to the destination, as indicated on the Air Waybill, in the most effective manner.

6. READY FOR CARRIAGE

6.1 The Intermediary shall ensure that consignments are delivered to the Carrier at any location designated by the Carrier for general acceptance of all consignments, properly packed, marked, documented, addressed and labelled, in accordance with the Carriers specific instructions and the applicable IATA Traffic Conference Resolutions, so as to be Ready for Carriage;
6.2 the Intermediary shall transmit to the Carrier such specific requests or in connection with each consignment, as may be proper to enable the Carrier to render efficient service to its customers; provided that any such requests or particulars transmitted by electronic means shall be in conformity with industry standards and procedures as determined and published by IATA;

6.3 all shipments tendered by the Intermediary to the Carrier, unless otherwise agreed, shall be tendered subject to the Conditions of Carriage of the Carrier or Carriers concerned applicable to such transportation and to the tariffs, rules, regulations and instructions governing the sale and use of such transportation in force at the time of tender and presentation for carriage as published in the Carrier's tariffs, timetables, notices and elsewhere, or as otherwise agreed;

6.4 the Intermediary shall request reservation of cargo space only as required by the applicable tariffs and other instructions provided from time to time by the Carrier. If so instructed by the Carrier, the Intermediary shall secure confirmation from the Carrier that a definite reservation has been made before preparing an Air Waybill for carriage over the routes of the Carrier or of other air carriers;

6.5 the Intermediary shall conduct its activities in all of its offices only under the name as set forth in this Agreement, as registered with IATA and as it appears in the Directory. The Intermediary shall abide by the terms, representations and conditions in any application or undertaking made by it to IATA for the purpose of causing IATA to list or publicly endorse it. The Intermediary shall notify, in a timely manner, IATA on behalf of the Carrier of any change in material information supplied in the application or undertaking;

6.6 the Intermediary undertakes to maintain at all places where it makes airfreight Ready for Carriage the premises, staff and equipment required, as specified in the Handbook.

7. MONIES DUE BY THE INTERMEDIARY TO THE CARRIER—REMITTANCE AND FINANCIAL CRITERIA

7.1 The Intermediary shall be obliged to pay to the Carrier monies due to the Carrier, whether or not the Intermediary has been paid such monies;

7.2 the Carrier may, subject to applicable currency regulations, designate the currencies in which remittances are to be made;

7.3 the Intermediary shall remit to the Carrier such monies, in accordance with the provisions in the Handbook. Unless otherwise instructed in writing by the Carrier, the Intermediary shall be entitled to deduct from remittances the applicable commission/remuneration to which it is entitled hereunder;

7.4 the Parties shall refrain from providing CASS data that is proprietary information of the other Party to any Person not participating in that CASS, without prior authorisation from the Director General. Where it is authorised that data may be made available to third parties, but only in such a manner that data specific to the Intermediary and/or the Carrier cannot be identified, unless the Parties agree to such identification.

8. COMMISSION/RENUMERATION

Commission and/or Remuneration for business conducted under Part I and Part II of this Agreement, is a matter arranged bilaterally between the Parties.

9. INSURANCE

9.1 The Carrier shall maintain adequate insurance arrangements, where available, to cover its legal liabilities under this Agreement;

9.2 The Intermediary shall maintain adequate insurance, where available, to cover its legal liability under this Agreement.

10. DISPUTES AND ARBITRATION
Any dispute arising between the Intermediary and the Carrier involving the interpretation of this Agreement or mutual performance there under by the Parties may be referred to binding arbitration for resolution, in accordance with the arbitration procedures referred to in the Handbook. If any matter is to be reviewed by arbitration pursuant to the provisions in the Handbook, the Parties hereby submit to arbitration in accordance with such rules and agree to observe the procedures therein provided and to abide by any arbitration award made there under.

11. CLAIMS

11.1 The Carrier shall expeditiously process claims raised by the Intermediary, in accordance with the Carrier’s Conditions of Carriage, National Law and the Warsaw Convention or Montreal Convention as applicable.

11.2 in order to protect any right of the Carrier to defend against any claim for damage, loss or delay of cargo:

11.2(a) since a claim received by the Intermediary, when acting as Agent, is deemed to be received by the Carrier when received by the Agent, the Intermediary must immediately notify the Carrier in writing of such claim, or as soon as reasonably practicable, in accordance with the timeframes as may be published in the Carrier’s Conditions of Carriage or its Tariffs;

11.2(b) the Intermediary, when acting as Forwarder, shall immediately notify the Carrier in writing of such claim. For claims received by the Intermediary when acting as Forwarder, within the timeframes detailed below:

11.2(b)(i) for visible damage or other damage to goods, fourteen (14) days from receipt of the goods by the person entitled to receipt;
11.2(b)(ii) for delay of goods, within twenty-one (21) days from the date of goods are placed at the disposal of the person entitled to receipt;
11.2(b)(iii) for non-delivery of goods, within one hundred and twenty (120) days from the date of the issue of the air waybill; the Carrier will accept notice from the Forwarder within seventy-two (72) hours following these timeframes, and will be deemed to have received such claim within the above-mentioned timeframes;

11.3 where the Carrier has appointed a subcontractor to perform one or more of the Carrier’s obligations hereunder, it shall be fully liable for all actions taken by such subcontractor on behalf of the Carrier and the Carrier hereby agrees that the subcontractor’s place of business is the place of jurisdiction in respect of any claims by the Intermediary against the Carrier.

12. GENERAL INDEMNITIES AND WAIVER

12.1 The Intermediary recognises that the Carrier, and IATA, are required under the Latin American Air Cargo Programme to issue notices, give directions, and take other action under the Programme, including in the circumstances therein provided, giving notices of irregularity and default, notices of alleged violations, and notices of grounds for removing an Intermediary from the Directory or for reprimanding an Intermediary. The Intermediary hereby waives any and all claims and causes of action against the Carrier and IATA, and against any of their officers and employees for any loss, injury or damage (including damages for libel, slander, or defamation of character) arising from any act done or omitted in good faith in connection with the performance of any of their duties or functions under the Latin American Air Cargo Programme and indemnifies them against any such claims by the Intermediary’s officers or employees;

12.2 the Carrier agrees to indemnify and hold harmless the Intermediary, when acting as Agent, its officers and employees from liability for any injury, loss or damage arising in the course of transportation or other ancillary services provided by the Carrier pursuant to a sale made by the Intermediary hereunder or arising from the failure of the Carrier to provide such transportation or services, except to the extent that such injury, loss or damage is caused or contributed to by the Intermediary, its officers or employees;

12.3 the Intermediary when acting as Agent, agrees to indemnify and hold harmless the Carrier, its officers and employees from liability for any loss, injury, or damage arising from any negligent act or omission, or willful misconduct of the Intermediary, its officers or employees, in performing or in breach of this
Agreement, except to the extent that such injury, loss or damage is caused or contributed to by the Carrier, its officers or employees.

13. PROGRAMME FEES

The Parties shall pay to IATA, programme fees in the amount and within the time prescribed by the Joint Council, in accordance with the Latin American Air Cargo Programme.

Notwithstanding the above, an annual amount of USD15 per each IATA Accredited cargo agent shall be provided to FIATA/AFI for the purpose of supporting the global IATA/FIATA dialogue process.

14. TRANSFER, ASSIGNMENT, CHANGE OF LEGAL STATUS, OWNERSHIP, NAME OR ADDRESS

14.1 This Agreement, and the right to any remuneration payable hereunder shall not be assigned or otherwise transferred, in whole or in part, by the Intermediary to any other Person;

14.2 in the event that the Intermediary proposes to effect any change(s) in its legal status, ownership, name and/or address (within the meaning of these expressions as used in the Handbook), the Intermediary undertakes to comply with the procedures as set forth in the Handbook.

15. NOTICES

15.1 All notices to be sent under this Agreement from the Carrier or from the Director General to the Intermediary or from the Intermediary to the Carrier, or to the Director General, shall be sufficient if sent by any means that provides proof of dispatch or receipt, addressed, as appropriate to;

15.1.1 the Chief Executive Officer at the principal office of the Intermediary;

15.1.2 the Accredited Representative at the head office of the Carrier;

15.1.3 the Director General at the address shown in this Agreement, which address may be changed by notice given in writing to the Intermediary by the Director General.

16. APPLICABLE LAW

This Agreement shall in all respects be governed by and interpreted in accordance with the law of the [country to be inserted] (“the Specified Country”). In the event of conflict between the contents of any provision of this Agreement and such law, the law of the Specified Country shall prevail.

17. TERMINATION

17.1 This Agreement may be terminated without prejudice to fulfillment by the Parties of all obligations accrued prior to the date of termination;

17.1.1 at any time by not less than 15 days notice in writing by either of the Parties to the other;

17.1.2 immediately, in the event the Intermediary is removed from the Directory in accordance with the provisions in the Handbook.

18. ACTION TO BE TAKEN CONSEQUENT TERMINATION

Upon termination of the Agreement, the Intermediary shall immediately return all unused Air Waybills held and cease using all Air Waybill serial numbers assigned, and effect immediate settlement of all monies due and payable under the terms of this Agreement, substantiated by complete and satisfactory accounting therefore. The Intermediary shall be liable for any loss or damage suffered by the Carrier arising out of the loss or misuse by the Intermediary of such Air Waybills, or the misuse by the Intermediary of any Air Waybill
serial numbers supplied to the Intermediary for use in an electronic environment, which were in the possession of the Intermediary at the termination of the Agreement and were not duly surrendered.

19. SEVERABILITY

If any provision of this Agreement is held to be illegal or invalid, this shall not have the effect of invalidating the other provisions, which shall accordingly remain binding and effective between the Parties.

20. OTHER AGREEMENTS SUPERSEDED

This Agreement shall supersede any and all prior similar agreements between the Parties, without prejudice to such rights and liability as may exist at the date hereof.

21. DURATION

This Agreement shall be of indefinite duration and may be terminated in accordance with the relevant provisions set out herein.

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<tr>
<td>(Capacity)</td>
</tr>
</tbody>
</table>

WITNESS
Note:
When in accordance with local law, execution of this Agreement requires the signatures of the parties to be witnessed, or notarised, such formalities must be accomplished. The space below may be used for that purpose.