

RESOLUTION 854

ELECTRONIC TICKETING SYSTEMS IN BILLING AND SETTLEMENT PLAN COUNTRIES/AREAS

△ PAC(58)854(except USA)

Expiry: Indefinite
Type: B

RESOLVED that.

1. DEFINITIONS

1.1 The definitions of terms and expressions used in this Resolution are contained in [Resolution 866](#).

1.2 the terms and expressions used in this Resolution and its Attachments shall, unless the context otherwise requires, have the meanings respectively provided for in the Sales Agency Rules;

1.3 the use of words and expressions in the singular shall, when the context so permits, be taken to include their use in the plural and vice versa.

2. AREA OF APPLICATION

this Resolution shall apply in all countries/areas where a Billing and Settlement Plan is in operation or a pilot scheme has commenced.

3. PROVISIONS

if a Member, Agent, or any other party installs equipment in an Approved Location for the purpose of providing the Agent with the means of Electronic Ticketing the provisions of this Resolution shall apply.

4. APPLICATION OF SALES AGENCY RULES AND AGREEMENTS

except as otherwise provided herein, the provisions of the Sales Agency Rules and of the Resolutions entitled 'Passenger Sales Agency Agreement', 'Billing and Settlement Plan' and 'IATA Numeric Code' shall apply.

5. SYSTEM IMPLEMENTATION AND OPERATION

△ to facilitate the introduction and operation of Ticketing Systems at Approved Locations in a BSP market/region, the Coordinator shall perform the following functions:

5.1 coordinate between all parties concerned the implementation and operation of the System;

5.2 supply the System Provider with a document containing details of the local technical and ticketing requirements of the BSP concerned and revisions to this document as published from time to time;

5.3 verify, using the information provided by the System Provider, that the System is capable of the following functions:

△ **5.3.1** the issuance of Standard Traffic Documents in accordance with the applicable IATA Passenger Standards Conference Resolutions including local taxes and charges,

5.3.2 prior to issuance of a Standard Traffic Document, to verify against the information advised by the Coordinator pursuant to Subparagraph [5.7](#) of this Paragraph, that the issuing Agent holds the Electronic Ticketing Authority, given by the airline,

5.3.3 providing data to the BSP Processing Centre in accordance with the specifications supplied to the System Provider pursuant to Subparagraph [5.2](#) of this Paragraph,

△ **5.3.4** the ability to activate or restrict the issuance of Standard Traffic Documents at an Approved Location within 3 (three) hours of advice from IATA, including when:

5.3.4.1 an Approved Location is removed from the Agency List, declared in default, or has its Ticketing Authority removed in accordance with the Sales Agency Rules or,

5.3.4.2 a BSP Airline has withdrawn its authority from that Approved Location to issue Standard Traffic Documents on its behalf;

5.4 to restrict the number of Electronic Tickets an Approved Location can issue in a given period, to be advised by the BSP Airline;

5.5 to ensure the ability of the System to activate or restrict a form of payment for any issuance of Standard Traffic Documents at an Approved Location to be advised by IATA for all participating airlines within 3 (three) hours of advice from IATA.

5.6 to conduct the necessary tests and checks of the System in accordance with these rules and, if satisfied that the System meets the technical requirements of the BSP concerned, issue to the System Provider a Certificate of Technical Compatibility as set forth in [Attachment 'B'](#) to this Resolution and inform Participating Airlines accordingly;

5.7 to execute with the System Provider, upon issuance of a Certificate of Technical Compatibility, an Electronic Ticketing System Provider Agreement as set out in [Attachment 'A'](#) to this Resolution;

5.8 upon advice from the System Provider that an Approved Location is to be connected to the System, to advise the System Provider of the ticketing authorities held by that Approved Location;

5.9 to ensure, when an Approved Location is removed from the Agency List, declared in default or is suspended in accordance with the Sales Agency Rules, that the System Provider is advised in accordance with Subparagraph **2.3** of the Electronic Ticketing System Provider Agreement;

5.10 in the event that the requirements for technical compatibility are no longer met by an approved system, the Coordinator shall review the situation with the System Provider. If the problem cannot be resolved within a reasonable period of time, the matter shall be referred to ISS Management, in consultation with the Local Customer Advisory Group—Passenger, for further dialogue and resolution. If following this consultation the matter cannot be resolved, the Coordinator shall, on instruction from ISS Management, withdraw the Certificate of Technical Compatibility and terminate the Electronic Ticketing System Provider Agreement.

5.11 authorise an agent in one location to initiate ticket issuance in an Approved Location of the same Agency.

△ **6. ISSUANCE OF STANDARD TRAFFIC DOCUMENTS**

△ **6.1** no document numbers shall be provided to the Ticketing System in any BSP market/region for Ticketing, unless:

△ **6.1.1** the Coordinator has issued a Certificate of Technical Compatibility in respect of the System to be used by the Agent for issuance of such Standard Traffic Documents;

6.1.2 the System Provider has executed an Agreement in the form set out in [Attachment 'B'](#) to this Resolution;

6.2 when an Agent issues Standard Traffic Documents through the use of an Electronic Ticketing System:

6.2.1 the document numbers to be issued by the Agent shall be those provided by ISS Management;

6.2.2 the document numbers provided by ISS Management shall conform to the applicable Passenger Standards Conference Resolution(s);

6.2.3 documentation supporting the issuance of an Electronic Ticket shall be imprinted at the time of issuance with the name and numeric code of the airline which is to be the ticketing airline;

6.2.4 document numbering shall be in accordance with the Standard Thirteen Digit Numbering System for Traffic Documents (Recommended Practice 1720a), and no airline or System Provider shall have the authority to transmit or to authorise document numbers which are in conflict with these provisions;

△ **6.3** procedures for the refund and/or exchange of Ticketing transactions shall be those detailed in the IATA Passenger Standards Conference Resolutions.

7. PCI DSS

7.1 General

The International Card Payment Schemes have mandated that all entities that store, process or transmit card data have to be compliant with the Payment Card Industry Data Security Standards (PCI DSS).

For the purpose of this Resolution, PCI DSS shall include all standards issued by the Payment Card Industry Security Standard Council (PCI SSC) including but not limited to PA DSS (Payment Application Data Security Standards) and PTS (PIN Transaction Security).

7.2 Provisions

7.2.1 That all equipment (software, hardware and transmission channels) installed and used in an Approved Location shall be PCI compliant.

7.2.2 That the Operation or Operations of the Electronic Ticketing Service Provider, its agents or service providers shall be PCI compliant.

7.2.3 That all transmission channels used by the Electronic Ticketing Service Provider, its agents or service providers to transmit files and reports to all relevant entities, including but not limited to Airlines and Data Processing Centres, shall be PCI compliant.

7.2.4 That all Electronic Ticketing Systems Providers shall submit annually to IATA a Certificate of Compliance as described by the PCI Security Standards Council (SSC).

7.3 Effectiveness and Implementation

This [Section 7](#) becomes effective as of 1 January 2014.

RESOLUTION 854

Attachment ‘A’

ELECTRONIC TICKETING SYSTEM PROVIDER AGREEMENT

This Agreement is between (name of System Provider) with its principal place of business at [address] (the “System Provider”)

and

International Air Transport Association, incorporated under the laws of Canada by Special Act of the Parliament of Canada, with its principal place of business at 800 Place Victoria, PO Box 113, Montreal, Quebec H4Z 1M1, Canada

(“IATA”), and represented by the Coordinator.

WHEREAS the (System Provider) operates an electronic ticketing system (the “System”) and wishes to make the System available to Approved Locations in (country) for the electronic issuance of Standard Traffic Documents, and

WHEREAS it is essential that the operation of the System is technically compatible with each BSP operation in which it has subscribers and maintains such compatibility in all respects,

WHEREAS the Coordinator has confirmed such compatibility, after appropriate checks and testing, by the issue of a Certificate of Technical Compatibility, subject to the System Provider's undertaking to maintain the compatibility of the system in all respects while this Agreement is in force, and

WHEREAS such Certificates of Technical Compatibility have been issued in the BSPs listed in Annex [] hereto,

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

The terms and expressions used in this Agreement have the meanings respectively provided for in [Resolution 866](#).

2. OBLIGATIONS OF SYSTEM PROVIDER

In consideration of the issue by the Coordinator to the System Provider of a Certificate of Technical Compatibility for each BSP listed in Annex [], the System Provider undertakes to observe the following provisions:

2.1 ensure that the system is and remains capable of the electronic issuance of Standard Traffic Documents, as set forth in the applicable IATA Passenger Standards Conference Resolutions, with the inclusion of any applicable local taxes and charges;

2.2 provide, on a daily basis, data of issued Standard Traffic Documents to the Data Processing Centre in accordance with the specifications set forth in the document containing details of local technical and ticketing requirements of the applicable BSPs, as, supplied by the Coordinator;

2.3 ensure the ability of the System to activate or restrict the electronic issuance of Standard Traffic Documents at an Approved Location within 3 (three) hours of receipt of advice from IATA, including when:

2.3.1 an Approved Location is removed from the Agency List, declared in default, or has its Ticketing Authority removed in accordance with the Sales Agency Rules; or

2.3.2 A BSP Airline, has withdrawn its ticketing authority and/or Electronic Ticketing Authority from the Approved Location to issue electronic Standard Traffic Documents on its behalf;

△ **2.4** ensure the ability of the System to restrict the number of Electronic Tickets an Approved Location can issue in a period, to be advised by the BSP Airline;

2.5 endeavour to implement pseudo real-time sales monitoring of Agents' issuance of Standard Traffic Documents as promptly as possible;

2.6 ensure the ability of the System to activate or restrict a form of payment for any issuance of Standard Traffic Documents at an Approved Location to be advised by IATA for all participating airlines within 3 (three) hours of receipt of advice from IATA.

2.7 ensure the ability of the System to assign to Approved Locations blocks of document numbers, for use in Electronic Ticketing transactions;

2.8 not introduce any modifications or alterations to the System likely to affect the smooth operation of the BSP without prior consultation with the Coordinator and, as the case may be, with the Data Processing Centre;

2.9 give the Coordinator in a timely manner advance notice of each Approved Location to be connected to the System;

2.10 cooperate with the Coordinator, the BSP Airlines and the Data Processing Centre to the fullest possible extent for the prevention of unauthorised issuance of electronic ticket transactions.

2.11 fully comply with the Payment Card Industry (PCI) Data Security Standards (DSS) as mandated by the International Card Payment Schemes, to include adjusting its processes and procedures, at no expense to IATA, to reflect any amendments or modifications to the PCI DSS; and, if the System Provider becomes aware that it is no longer in full compliance with the PCI DSS, the System Provider must promptly provide written notice to the Coordinator of such non-compliance, and in no event should such notice be provided later than 72 hours after the System Provider becomes aware or should have become aware of such non-compliance.

Written notice shall be provided to IATA at the following address:

_____[address].
_____[address].
_____[address].

To the attention of: [Title]

3. OBLIGATIONS OF THE COORDINATOR

3.1 the Coordinator shall facilitate the necessary flow of information between the System Provider and IATA and shall ensure all necessary coordination between the System Provider and the Data Processing Centre required for the operation of the System in the BSP concerned;

3.2 the Coordinator shall, subject to the observance of all Sales Agency Rules, the Billing and Settlement Plan Rules, and other applicable IATA Resolutions, facilitate the introduction of the System in the BSP concerned.

4. WITHDRAWAL OF CERTIFICATE OF TECHNICAL COMPATIBILITY

4.1 the System Provider agrees that if the requirements for technical compatibility with the BSP are no longer met, the System Provider shall review the situation with the Coordinator. If the problem cannot be resolved within a reasonable period of time, the matter shall be referred to the Agency Administrator, in consultation with the Local Customer Advisory Group—Passenger for further dialogue and resolution;

4.2 the System Provider further agrees that if following such dialogue the matter cannot be resolved, that the Coordinator shall, on instruction of the Agency Administrator, withdraw the Certificate of Technical Compatibility, which will terminate the application of this Agreement to the affected BSP listed in Annex [].

5. COMPLIANCE WITH PCI DSS

The System Provider agrees that if it is unable to fully comply with the PCI DSS, the Coordinator shall review the situation with the System Provider, and the System Provider shall propose a remediation plan not to exceed 60 days in duration. If, following the implementation of such remediation plan, the System Provider is still unable to fully comply with the PCI DSS, the Coordinator may, at its discretion, terminate this application of the Agreement to the affected BSP listed in Annex [].

6. CONFIDENTIALITY

The System Provider will take all reasonable measures to safeguard the information of airlines which may come into its possession pursuant to this agreement; it will ensure that data received from any airline will not be used by it or any subsidiary, affiliate or other company controlled by it directly or indirectly, for purposes unrelated to the operation of the System; treat as confidential any such information and ensure that its officers and employees also treat such information as confidential. The System Provider will be liable for any loss (including monetary loss) or damage which an airline may suffer by reason of confidential information being disclosed by the System Provider to a third party without authority of the airline concerned.

7. LIABILITY

7.1 the System Provider shall not be liable for any loss, including monetary loss, injury or damage, which airlines jointly or individually may suffer by reason of any failure or malfunction of the System or by reason of any incorrect or unauthorised operation of the System by the Agents, including but not limited to loss sustained directly or indirectly by BSP Airlines jointly or individually in consequence of any claim against airlines jointly or individually by the Agents or by the travelling public or by any airline or person, except where such loss, injury or damage results directly from wilful misconduct or negligence of the System Provider or its employees;

7.2 the System Provider will take all reasonable measures to prevent unauthorised or fraudulent use of computer generated document numbers for issuance of Electronic Tickets and to prevent unauthorised alteration of issued Electronic Ticket data held by the carrier whose Electronic Ticket has been issued;

7.3 the System Provider assumes full and sole responsibility for the security of any Card Holder data obtained by or provided to the System Provider, while such data is in the System Provider's possession or control, including but not limited to its secure handling, storage, transmission, and destruction, and agrees to indemnify, defend, and hold harmless the Coordinator, IATA, and IATA's officers and employees, for any and all third party claims, loss, injury, or damage, resulting or arising from the loss, misuse, or unauthorised access to, or unauthorised acquisition or disclosure of, identifiable customer information obtained by or provided to the System Provider, while such data is in the System Provider's possession or control, where such loss, misuse, unauthorised access to, or unauthorised acquisition or disclosure of, identifiable customer information is caused by the System Provider's failure to comply with PCI DSS;

7.4 the Coordinator and/or IATA shall provide the System Provider with reasonably prompt notice of any claim for which indemnification may be sought hereunder. The System Provider shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing, provided that, in the case of any such settlement, the System Provider shall obtain written release of all liability of the Coordinator, IATA, and IATA's officers and employees, in form and substance reasonably acceptable to IATA; and further provided that IATA shall have the right, but not the obligation, to participate in the handling, defense, or settlement of any such claim with counsel of its own choosing, at IATA's sole cost and expense.

8. FORCE MAJEURE

The System Provider shall not be liable for failure to comply with the terms of this Agreement or for delay in complying with same if such failure or delay is due to causes or conditions entirely beyond its control.

9. EFFECTIVENESS OF AGREEMENT

This Agreement shall become effective on the day of signature and shall continue in full force and effect indefinitely thereafter for each BSP listed in Annex [], as the Annex may be revised from time to time (i) in accordance with Paragraph 4 of this agreement or (ii) upon not less than sixty (60) days' prior written notice from one party to the other party.

10. AMENDMENTS AND GOVERNING LAW

This Agreement and its Annex [] may be modified only by a further written agreement signed by the parties hereto. This Agreement shall be governed in its interpretation and performance by the laws of Quebec, Canada.

11. ARBITRATION

Any disputes or claim concerning the scope, meaning, construction or effect of this Agreement or arising therefrom shall be referred to and finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce and if necessary, judgement on the award rendered may be entered in any court having jurisdiction thereof.

12. NOTICES

All notices hereunder shall be in writing and sent by registered mail or recorded delivery mail, or teletype message as follows:

1. To IATA:

.....
(name and address of Coordinator)
(including TTY & Fax Numbers)

2. To the System Provider:

.....
(name and full address)
(including TTY & Fax Numbers)

Place, For the System Provider:	Date For IATA, by the Coordinator:
..... (Signature) (Signature)
..... name, title name, title

Attachment 'B'

BSP.....

To: (System Provider)

This is to certify on behalf of IATA, that your
electronic ticketing system, as submitted for evaluation on
..... is technically compatible with the pres-
ent requirements of the BSP

Place, _____ Date _____

For IATA

by the Coordinator:

.....
(Signature)

.....
name, title