IATA Cargo Agency Conference Resolutions

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RESOLUTION 817 - Financial Securities

WHEREAS certain Cargo Agency or Air Cargo Program Rules provide that an Agent or Intermediary may meet the financial criteria by the provision of additional financial security in the form of a bank guarantee, insurance bond or other instrument; and

WHEREAS the Cargo Agency Conference (hereafter referred to as “the Conference”) wishes to make a wide range of financial securities available to Agents and Intermediaries; and

WHEREAS non-payment of a claim against a provider of such financial security will result in financial loss to Members and Airlines;

It is hereby RESOLVED that,

1. DEFINITIONS

1.1 The definitions of terms and expressions used in this Resolution are contained in Resolution 823.

1.2 “FINANCIAL SECURITY PROVIDER” (hereafter referred to as “Provider”) means any entity that guarantees payment to Members or Airlines, through provision of a bank guarantee, insurance bond or other instrument, in the event of the default of an Agent or Intermediary.

2. ACCEPTABLE FINANCIAL SECURITY TYPES

2.1 Individual financial security provided by a bank

2.1.1 Bank Guarantee

2.1.2 Standby letter of Credit

2.1.3 Letter of Credit

2.1.4 any other type of security accepted by the Agency Administrator from time to time

2.2 Individual financial security provided by an independent third party other than a bank

2.2.1 Insurance bond

2.2.2 Surety bond

2.3 Approved Default Insurance Program

2.4 Providers of the acceptable financial security types in 2.1–2.3 are required to meet the criteria as referred to in section 3 paragraphs 3.1–3.3 of Resolution 817.

2.5 Cargo Company Guarantee provided that the guarantor, as defined in Resolution 823, meets the requirements set out in section 3 paragraphs 3.4–3.6 of Resolution 817.
3. EVALUATION OF PROVIDERS AND THEIR PRODUCTS

3.1 IATA shall establish criteria for the consistent evaluation and approval of Providers and Provider products, and shall make such criteria available to all interested parties. Criteria shall be subject to review and amendment by IATA annually, or more frequently as may be necessary due to changes in the financial security and/or insurance markets;

3.1.1 No Provider or Provider product shall be accepted for the purposes of an Agent or Intermediary meeting the financial criteria by the provision of additional financial security where permitted by the applicable Cargo Agency or Air Cargo Program Rules unless such Provider or Provider product has been approved by IATA in accordance with this Resolution.

3.2 IATA shall conduct, at a minimum, an annual review of all Providers and Provider products previously approved by IATA. After such review(s), IATA shall determine whether such Provider or Provider product meets criteria in effect at that time;

3.3 The results of the initial and periodic evaluation shall be reported to the ALWG, LCAGC, Executive Committees, Joint Councils or General Councils as appropriate.

3.4 To qualify as a guarantor for the Cargo Company Guarantee, the guarantor must meet the below requirements:

3.4.1 The guarantor must satisfy one of the following:

3.4.1.1 subject to the provisions of section 3.6 of Resolution 817, qualify under the risk assessment performed by IATA in accordance with the criteria shown in the risk assessment framework at Attachment “A” to Resolution 817 by achieving a minimum of 70 points; or

3.4.1.2 hold one of the following credit ratings:

(a) Standard & Poor’s – BBB2
(b) Moody’s – Baa
(c) Fitch – F1+ or F1

3.4.2 sign a Cargo Company Guarantee agreement in the form approved by IATA.

3.5 To continue to qualify as a guarantor for the Cargo Company Guarantee in each calendar year, the guarantor must:

3.5.1 continue to meet the initial qualifying criteria

3.5.2 comply with the requirements of the Cargo Company Guarantee agreement,

3.5.3 not have payment delays equal to more than 1% of the total sales remitted to all CASS’ globally by the agents or intermediaries covered by the Cargo Company Guarantee during any calendar year

3.6 Where the guarantor chooses to be assessed under the risk assessment framework referenced in section 3.4.2.1 above, the guarantor must enter into a Cargo Company Guarantee Financial Assessment Agreement in the form approved by IATA and comply with the requirements of that Agreement.

3.7 In the event that the guarantor no longer qualifies for the Cargo Company Guarantee, the Cargo Company Guarantee will be suspended for that calendar year. The guarantor will then be required to comply with the provisions of the Cargo Company Guarantee agreement relating to the suspension of the Cargo Company Guarantee including but not limited to the provision of alternative financial securities by the Agents covered under the Cargo Company Guarantee.

4. IMPLEMENTATION OF PROVIDER PRODUCT

4.1 Where an Agent or Intermediary is deemed not to meet the established financial criteria for its country of application and financial security is required, the applicant may select any Provider Product listed as approved by IATA, subject to its acceptance by IATA in the country of application.

4.2 Where a Provider or a Provider Product is subsequently removed from the IATA approved list, any subscribing Agents or Intermediaries will be duly notified and requested to select an alternative Provider or Provider Product.

5. Notwithstanding any general or specific Cargo Agency or Air Cargo Program requirements applicable, financial security providers shall be governed by Resolution 817.
RESOLUTION 821 - IATA Cargo Office Numeric Code

CAC1(20)821
CAC2(20)821
CAC3(20)821

Expiry: Indefinite
Type: B

RESOLVED that:

1. AUTHORITY TO ASSIGN NUMERIC CODES

1.1 the assignment of IATA Cargo Office numeric code designators ('the numeric code') to Members, non-IATA air carriers and to IATA Cargo Agents shall be carried out by the Agency Administrator who shall periodically publish a list to Members of numeric codes so assigned and the name of the assignees;

1.2 blocks of IATA numeric codes shall be set aside by the Agency Administrator for use by the Cargo Network Services Corporation (CNS). CNS shall control assignment of such numeric codes to appointed agents listed by it in the United States of America and shall report to the Agency Administrator the numeric codes so assigned. The limitations and duties with respect to the use and protection of the numeric code described in this subparagraph shall be identical to those specified elsewhere in this Resolution.

2. AGENT ASSIGNMENT

2.1 upon accreditation of an agent by IATA, the Agency Administrator shall assign that IATA Cargo Agent a numeric code. The assignment of additional numeric codes, for use by an IATA Cargo Agent's fully-owned and fully-controlled field offices where Air Waybills are executed, shall be in accordance with Cargo Agency Conference policy;

2.2 such assignment shall continue only so long as the assignee remains an IATA Cargo Agent and shall be withdrawn by the Agency Administrator should the IATA accreditation of the assignee be discontinued, suspended or cancelled, whether by IATA or by the assignee. The assigned numeric code remains the property of IATA at all times. It shall not be shared, lent, leased, sold or otherwise transferred by the assignee to any other person, whether an individual or a corporation. Failure on the part of the assignee to respect this exclusivity of usage requirement shall constitute valid grounds for the Agency Administrator to withdraw the assigned code and cause the Cargo Agency Commissioner to review the IATA Cargo Agent's IATA accreditation.

3. AIRLINE ASSIGNMENT

An air carrier wishing to obtain numeric codes for its own cargo sales offices shall apply in writing to the Agency Administrator. The air carrier shall use the numeric codes so assigned solely for its own fully-owned and fully-controlled cargo sales offices and shall not share, lend, lease, sell or otherwise transfer them, or allow them to be used, by any other person, whether an individual or a corporation.

4. RESCISSION

upon this Resolution being declared effective, the following Resolution shall be rescinded:

CAC1(01)821(amended), CAC2(01)821(amended), CAC3(01)821(amended)
RESOLUTION 823 - Definitions of Terms Used in Cargo Agency Conference Resolutions

WHEREAS the Cargo Agency Conference has agreed definitions for terms and expressions commonly used in Resolutions of the Conference, and

WHEREAS the Conference wishes to consolidate such definitions in a single Resolution, it is

RESOLVED that the definitions of terms and expressions used in Resolutions of the Cargo Agency Conference are as follows:

‘AGENCY ADMINISTRATOR’ — means the IATA official designated by the Director General from time to time as the holder of that office, or his authorised representative, responsible for the management of the IATA Agency Programmes in accordance with the Members’ rules and resolutions and with autonomy to act in extraordinary circumstances.

‘AGENCY COMMISSIONER’ — (sometimes called ‘the Commissioner’, ‘the Ombudsman’) means the person designated under a procedure involving the Director General of IATA and the Chairman of the Airfreight Institute of FIATA, as the holder of that office, or his authorised representative as provided for in Resolution 811d, and who exercises jurisdiction over matters prescribed by the Cargo Agency Conference and as described in Resolution 811e (Conduct of Review by Agency Commissioner).

‘AGENCY DISTRIBUTION MANAGER’ — means the IATA official designated by the Agency Administrator to head the Agency Distribution Office and to manage the Cargo Agency registration programme for countries in which Resolution 803 is applicable.

‘AGENT’ — (sometimes referred to as ‘IATA Cargo Agent’) means a legal person which is a registered IATA Cargo Agent whose name is entered on the Cargo Agency List, having executed an IATA Cargo Agency Agreement having been adjudged to have met the registration and retention criteria as specified in the Cargo Agency Rules. This term also includes IATA European Air Cargo Programme Intermediaries who conduct transactions in accordance with Part 1 of the European Air Cargo Programme form of Cargo Intermediary Agreement. It also includes Intermediaries who conduct transactions in accordance with Part 1 of the Cargo Intermediary Agreement—Australia. While the legal status of a cargo agent versus a forwarder differs with regard to rules of contract construction and liability, for reasons of nomenclature, contract bids or fulfilling government licensing requirements, the term “IATA FIATA Freight Forwarder” is equivalent to the term “IATA Cargo Agent” or “IATA Cargo Intermediary”.

‘AIRLINE’ — means a Member participating, or eligible to participate, or a non-IATA carrier participating in the Cargo Accounts Settlement System of a country/area.

‘AIRPORT’ — shall include any location designated by an Airline for general acceptance of all consignments ready for carriage.

‘AIR WAYBILL’ — means the document made out by or on behalf of the shipper which evidences the contract between the shipper and the Carrier for carriage of goods. (Note: upon ratification of Montreal Protocol No. 4 to the Warsaw Convention, the term Air Waybill shall, where the context so requires, also mean the shipment record referred to in certain Cargo Services Conference Resolutions).

‘AIR WAYBILL NEUTRAL’ — means the standard automated air waybill without identification of the issuing carrier (described in Resolution 600a), for use by IATA Cargo Agents.

‘AIR WAYBILL TRANSMITTAL’ — (sometimes referred to as ‘AWT’) means the form used by a CASS participant to submit to the CASS Settlement Office records of accountable transactions.
‘APPROVED LOCATION’ — (sometimes referred to as Location) includes Head Office and Branch Locations appearing on the Cargo Agency List.

‘ARBITRATION BOARD’ — means the body set up under the provision of the relevant Cargo Agency Rules to arbitrate on a dispute arising under these Rules.

‘BILLING PARTICIPANT’ — means a CASS-Export or CASS-Import & Terminal Charges participant that submits to the Settlement Office Air Waybill or other accounting transaction data in an electronically readable form.

‘BILLING PERIOD’ — means the period as described in Resolution 801r subparagraph 2.3.3. The precise time span covered will be determined in each case by the date of the accountable transactions that each CASS Airline wishes to include in that billing.

‘BRANCH OFFICE LOCATION’ means a registered Agent's place of business where cargo is made ready for carriage and which is entered on the Agency List as a Branch Office Location which is the same entity as its Head Office Location, with the Head Office having full legal and financial responsibility of the administration, staff, liability maintenance and operations expense of the Branch Office.

CARGO ACCOUNTS SETTLEMENT SYSTEM-EXPORT (hereinafter called 'CASS-Export') means the method of accounting and settling accounts between CASS-Export Airlines on the one hand, and their Agents and Associates on the other hand, described in Resolution 851 and its Attachments and provided for in Resolutions 801r.

'CARGO ACCOUNTS SETTLEMENT SYSTEM—IMPORT & TERMINAL CHARGES' — (hereinafter called 'CASS-Import & Terminal Charges') means the method of accounting and settling accounts between Delivering Companies and Recipients as provided in IATA Cargo Agency Conference Resolution 853 and its Attachments.

CARGO ACCOUNTS SETTLEMENT SYSTEM-IMPORT DELIVERING COMPANIES — means the IATA Members and Non-IATA Air Carriers/Ground Handling Companies (named as CASS-Import Delivering Companies) in the First Schedule to the Recipient Agreement as having authorised the Agency Administrator to execute this Agreement on their behalf, and such other Delivering Companies which, subsequent to the execution of this Agreement, authorise the Agency Administrator to advise the Recipient that their name is to be added to the said First Schedule in accordance with Paragraph 7 thereof.

‘CARGO AGENCY AGREEMENT’ — (sometimes referred to as ‘the Agreement’) means an Agreement in the form prescribed in Resolution 801a as amended from time to time.

‘CARGO AGENCY CONFERENCE’ — (sometimes referred to as ‘Conference’) means the permanent Conference of Members established by IATA, to take action on matters pertaining to relationships between airlines and intermediaries engaged in the sale and/or processing of international air cargo, but excluding remuneration levels.

‘CARGO AGENCY LIST’ — means the list published by the Agency Administrator, containing the names and addresses of all IATA or Cargo Agents and their Branch Locations.

‘CARGO AGENCY PROGRAMME’ — means:

(a) — the various IATA Resolutions, rules and procedures adopted by the Conference, and

(b) — the provisions established where applicable by the Cargo Agency Programme Joint Council or Cargo General Assembly, pursuant to the authority delegated by the Cargo Agency Conference under the provisions of the respective Cargo Agency Rules.

'CARGO AGENCY PROGRAMME JOINT COUNCIL' — (sometimes called 'IATA Cargo Agency Programme Joint Council') is a body composed of an equal number of airline and cargo agent representatives, established to assist the Conference by providing recommendations and proposals regarding the Cargo Agency Programme and criteria for the registration of IATA Cargo Agents doing business in the Region, or country/countries served by the Joint Council concerned.

'CARGO AGENCY RULES' — (sometimes called 'these Rules') means the Cargo Agency Conference Resolutions and Attachments, which apply in the Specified Country of the IATA Cargo Agent.

‘CARGO AGENT’S HANDBOOK’ — (sometimes called ‘the Handbook’) means the publication, issued on the Resolutions, associated regulations derived there from and other information applicable in the Specified Countries listed in the Handbook.

‘CARGO EXECUTIVE COUNCIL’ — means a council consisting of representatives of Airlines of the country or group of countries as appropriate and representatives of the recognized national association of agents convened to assist the Cargo General Assembly in the performance of its functions.
‘CARGO GENERAL ASSEMBLY’ — means an assembly of Airlines to which the Cargo Agency Conference has delegated authority over certain provisions of the Cargo Agency Programme.

‘CARGO GENERAL SALES AND SERVICE AGENT’ — (sometimes referred to as ‘GSSA’) means a Person who has been delegated general authority in respect of cargo sales for the appointing Member, either directly or through Sub contract.

‘CARGO INTERMEDIARY AGREEMENT’ — means the European Air Cargo Programme Agreement in the form prescribed in Resolution 805zz, Attachment ‘A’, as amended from time to time, and the Cargo Intermediary Agreement–Australia in the form prescribed in Resolution 823, as amended from time to time.

‘CARGO PROCEDURES CONFERENCES’ — is the collective denomination of the Cargo Agency Conference and the Cargo Services Conference.

‘CARGO SERVICES CONFERENCE’ — means the permanent Conference of Members established by IATA, to take action on matters which facilitate and improve the processing of air cargo through standardization of procedures, data exchanges and systems while maximizing benefits to customers, participating Carriers, industry and associated parties.

‘CARRIER’ — (as used in Reso. 801a) is the IATA Member that has entered into an agreement with an IATA Cargo Agent, in the form of a Cargo Agency Agreement adopted by the Cargo Agency Conference.

‘CASS AIRLINE’ — means both an IATA Member and a non-IATA air carrier from which the Agency Administrator has accepted an application and concurrence in CASS-(country).

‘CASS ASSOCIATE’ — means any Person, other than a Registered IATA Cargo Agent or an air carrier, which has executed an Agreement for participation in CASS-(country).

‘CASS-EXPORT AIRLINE’ — means a Participant in a Cargo Accounts Settlement System.

‘CASS-IMPORT & TERMINAL CHARGES’ — means the Cargo Accounts Settlement System of billing and collection at destination, applicable in respect of recipients of inbound air cargo consignments, described in Resolution 853 and the Attachments thereto.

‘CASS POLICY GROUP’ — referred to as “CPG”, is established by the Cargo Committee to provide direction to IDFS on CASS matters; and be responsible for providing advice to IDFS Management on all matters relating to the functional management and operation of CASS.

‘CLEARING BANK’ — means the bank or other organisation appointed under the applicable Cargo Accounts Settlement System (CASS) to receive remittances from Agents and settle funds to Airlines; and to perform such other functions as are prescribed within these Rules, and in Resolution(s) and Attachments, relating to CASS.

‘CONDITIONS OF CARRIAGE’ — means the rules additional to the Conditions of Contract, governing the relationship between the customer and the Carrier, such as acceptability of goods, packing and marking, rates and charges, documentation, compliance with government requirements and customs formalities, etc.

‘CONDITIONS OF CONTRACT’ — means the contents of the Carrier's notices advising passengers and shippers, among other things, that liability may be limited by the Warsaw Convention and related Protocols.

‘CONFERENCE’ — means the Cargo Agency Conference of IATA.

‘DELIVERY COMPANY’ — means any Member, Airline, Agent or Ground Handling Company that participates in a particular CASS-Import & Terminal Charges.

‘DIRECTOR GENERAL’ — means the Director General of IATA or his authorised representative.

‘EUROPEAN AIR CARGO PROGRAMME’ — (sometimes referred to as “EACP”) means the European air cargo distribution system managed by IATA in support of the Cargo Intermediary Agreement.

‘EUROPEAN AIR CARGO PROGRAMME OPERATIONS HANDBOOK’ — (sometimes referred to as the “Handbook”) means the manual published under the auspices of the EACP by the Joint Council. It contains the
rules, regulations, IATA Conference Resolutions, instructions and procedures applicable to the parties actions under the Cargo Intermediary Agreement and is revised and reissued as required.

‘EUROPEAN AIR CARGO PROGRAMME RULES’ — (sometimes referred to as the “EACP Rules”) means the various IATA Resolutions, rules and procedures adopted by the Cargo Agency Conference, as well as provisions established by the European Joint Council pursuant to the authority delegated to it by the Cargo Agency Conference, published in the EACP Handbook, which applies in the specified country of the IATA Cargo Intermediary.

‘FINANCIAL SECURITY’ — means any financial security accepted by IATA for the purposes of recovering unpaid monies owed by the Agent to Members or Airlines.

‘GROUND HANDLING AGENT (GHA)’ — means any person, appointed by one or more air carriers to carry out cargo handling, storage and preparation of freight for collection by the consignee and other activities for inbound freight in the area covered by the CASS-Import & Terminal Charges.

‘GUARANTOR’ means any legal entity that acts as guarantor of the indebtedness, liabilities, and obligations of an Accredited Cargo Agent for the benefit of Members of Airlines.

‘HANDBOOK FOR CARGO AGENTS’ — (see ‘CARGO AGENT’S HANDBOOK’).

‘HEAD OFFICE LOCATION’ — means the IATA Cargo Agent's principal place of business.

‘HINGE ACCOUNT’ — means the account opened by the ISS Management with the Settlement Office for a given period of settlement, used to receive CASS remittances and to pay out monies due.

‘IATA’ — means the International Air Transport Association, incorporated by Special Act of the Canadian Parliament, having its Head Office at 800 Place Victoria, Montreal, in the Province of Quebec, Canada and an office at 33 Route de l'Aéroport, 1215 Geneva 15 Airport, Switzerland.

‘IATA CARGO AGENT’ — (see ‘AGENT’).

‘IATA CARGO INTERMEDIARY’ — means a freight forwarder or Cargo Agent, which has executed an IATA Cargo Intermediary Agreement having been adjudged to have met the registration and retention criteria of the European Air Cargo Programme rules, or the South West Pacific Cargo Agency Programme.

‘IATA- FIATA ENDORSED FORWARDER’ (sometimes called ‘IATA-FIATA Freight Forwarder’ or ‘IATA-FIATA Forwarder) means an entity in good standing under the IATA-FIATA Air Cargo Program (IFACP), where implemented, which has executed an IFACP. While the legal status of a cargo agent versus a forwarder differs with regard to rules of contract construction and liability, for reasons of nomenclature, contract bids or fulfilling government licensing requirements, the term “IATA FIATA Freight Forwarder” is equivalent to the term “IATA Cargo Agent” or “IATA Cargo Intermediary”.

‘IATA NUMERIC CODE’ — (sometimes called the ‘Numeric Code or Designator’) means the numeric, or alpha numeric code, assigned and managed by IATA in accordance with Resolution 821 to identify specific entities involved in air cargo transportation and/or cargo offices or air cargo points of sale.

‘IATA RESOLUTION’ — means a formally adopted decision of an IATA Traffic Conference, promulgated as such.

‘IATA TRAFFIC CONFERENCE AREA 1’ — All of the North and South American Continents and adjacent islands, Greenland, Bermuda, the West Indies and Islands of the Caribbean, the Hawaiian Islands (including Midway and Palmyra.

‘IATA TRAFFIC CONFERENCE AREA 2’ — All of Europe (including that part of the Russian Federation west of the Urals) and adjacent islands, Iceland, Ascension Island, that part of Asia lying west of and including Iran.

‘IATA TRAFFIC CONFERENCE AREA 3’ — All of Asia and adjacent islands, except the portion included in Area 2, all of the East Indies, Australia, New Zealand and adjacent islands, the islands of the Pacific Ocean except those included in Area 1.

‘IMPORT CHARGES’ — means charges entered on an Air Waybill at origin or in transit to be collected at destination and any charges incurred at destination and accruing to the Airline.

‘INTERMEDIARY’ — (see definition for ‘IATA Cargo Intermediary’).

‘ISS MANAGEMENT’ — means the appropriate department of IATA responsible for the administrative and operational functions of the IATA Settlement Systems, such as ISS budgets (cost and revenues), ISS staffing, ISS contracts (service agreements) to include signature authority and ISS office management and administration. This
includes the local designated ISS representative for Cargo, who shall have overall responsibility for the CASS-Export or the CASS-Import.

‘MEMBER’ — means a Member of IATA.

‘LOCAL CUSTOMER ADVISORY GROUP-CARGO’, also referred to as LCAGC, is established by the Cargo Agency Conference, and provides advice to ISS Management on customer service issues and, in particular, establishing and addressing local needs.

‘LOCAL CUSTOMER SERVICES MANUAL—CASS (IMPORT/EXPORT)’ — means the Manual published in a particular country or group of countries for which there is a CASS in accordance with Appendix ‘H’ to Resolution 851 and Appendix ‘G’ to Resolution 853, as amended from time to time.

‘LOCAL FINANCIAL CRITERIA’ — means the standards used to assess the financial stability of an Agent or applicant in a country/countries or Region, as may be recommended by a Joint Council or IATA CARGO AGENCY PANEL (ICAP) and adopted by the Conference.

‘MEMBER’ — means a Member of IATA.

‘PARTICIPATING AIRLINES’ — means a Member participating, or a non-IATA carrier participating in the Cargo Accounts Settlement System of a country/area.

‘PERSON’ — means an individual, partnership, firm, association, company or corporation.

‘PRINCIPAL’ — as used in Resolution 871 means an appointing Member, or in the case of Sub contraction, the original appointing Member.

‘READY FOR CARRIAGE’ — refers to consignments which meet the requirements as set forth in Resolution 833 entitled ‘Ready for Carriage Consignments.’

‘RECIPIENT’ — means any person who is party to a CASS-Import Recipient agreement in accordance with the terms of Resolution 853.

‘REGION’ — means a geographic area composed of one or more states or countries, where specific rules or Resolutions will apply, and where governance of such rules or Resolutions may be partially delegated to a local or regional group or council.

‘RESOLUTION, IATA’ — means a formally adopted decision of an IATA Traffic Conference, promulgated as such.

‘SETTLEMENT OFFICE’ — means the institution which, where there is a CASS, is responsible for issuing billings, receiving remittances and distributing the monies to the parties entitled thereto.

‘SOUTH WEST PACIFIC (SWP)’ — is the area comprised of American Samoa, Australia, Cook Islands, Fiji, French Polynesia, Kiribati, (Canton and Enderbury Islands), Nauru, New Caledonia (including Loyalty Islands), New Zealand, Niue, Papua New Guinea, Samoa/Independent state of, Solomon Islands, Tonga, Tuvalu, Vanuatu, Wallis and Futuna Islands.

‘SPECIFIED COUNTRY’ — means the country for which an IATA Cargo Agent has been listed by the Agency Administrator, where such agent may conduct business as an IATA Cargo Agent.

‘SUBCONTRACTION’ — means the delegation of general authority in respect of Cargo sales for appointing Member(s) by a Cargo General Sales and Service Agent to another party by virtue of an agreement which shall be subject to the conditions of Resolution 871 and the prior written authority of the original appointing Member.

‘SUBMISSION DATE’ — means the day on which the Air Waybill Transmissions are required to be in the possession of the Settlement Office as described in IATA Cargo Agency Conference Resolution 801r, Subsection 2.2. Notwithstanding anything to the contrary stated in Resolution 801r, Section 2, a CASS Airline may submit Air Waybill Transmittals to the Settlement Office by the submission date which include accountable transactions occurring prior to the reporting period.

‘TRAFFIC CONFERENCE’ — means a Conference of Members established by IATA under the Provisions for the Conduct of IATA Traffic Conferences, whether it be a Cargo Tariff Coordinating Conference or a Cargo Procedures Conference.

‘TERMINAL CHARGES’ — means any charges, where agreed, resulting at destination associated with the importation of Cargo, including, but not limited to, handling of storage fees. Additionally any charges, where agreed, that may be levied for export consignments, but not reflected on the Air Waybill (AWB).
‘TRIP AUTHORISATION’ — means a written document issued by the Agency Administrator to an Agent to be presented to the Member when applying for reduced fare transportation under the provisions of Subparagraph 5.1 of Resolution 881.

‘USA’ — means the 50 States, the District of Columbia, the Commonwealth of Puerto Rico and possessions of the United States of America in Area 1 and Area 3.
RESOLUTION 831 - Consequences of Violation of Air Waybill or Shipment Record Completion Procedures

CAC1(38)831 (except USA)

CAC2(38)831

CAC3(38)831             Expiry: Indefinite

Type: B

WHEREAS it is in the interest of the industry that consumers have access to a maximum number of Air Waybill issuance outlets; and

WHEREAS, it is further recognized that under certain routes and as agreed between Shippers and Carriers, electronic means to preserve the shipment record in lieu of the Air Waybill may be used pursuant to Cargo Services Conference Resolution 600f and that it is also in the interest of the industry; and

WHEREAS IATA Members have accordingly deposited stock of their Air Waybills with Cargo Agents or Intermediaries or have authorized Cargo Agents or Intermediaries to issue Shipment Records on behalf of the Shippers to better serve the Shippers; and

WHEREAS custody and completion of such Air Waybills or Shipment Records are governed by Members' rules and the procedures described in the Cargo Agent's Handbook, Air Cargo Program Handbook or the IATA Cargo Services Conference Manual as applicable, copies of which are provided to Cargo Agents or Intermediaries by the Agency Administrator and compliance with which is mandatory upon each Cargo Agent or Intermediary under the terms of the Cargo Agency or Cargo Intermediary Agreement as applicable;

RESOLVED that:

1. all Cargo Agents or Intermediaries be reminded that, practices such as those listed below, violate the governing conditions referred to above. They harm Members' legitimate interests and can accordingly result in action being taken under the provisions of the Cargo Agency or Air Cargo Program Rules and the Cargo Agency or Cargo Intermediary Agreement:

   1.1 entering incorrect weight on an Air Waybill or Shipment Record thereby causing losses in revenue to Members;

   1.2 entering inapplicable commodity item number, resulting in carriage at less than the applicable rate;

   1.3 failing to enter chargeable weight and relevant dimensions (when applicable) thus causing revenue losses to Members;

   1.4 entering incorrect or incomplete description of goods thereby allowing carriage at less than the applicable rate; and in the case of dangerous goods endangering the safety of aircraft, crew and passengers;

   1.5 failing to enter the complete contact address of the consignee including telephone number in case of "Special Cargoes", thereby causing non-delivery of such shipments in due course;

   1.6 entering amounts in the "Due Agent" prepaid box in excess of what is agreed locally without breakdown of such amounts.

2. in this Resolution the use of words and expressions in the singular shall, where the context so permits, be taken to include their use in the plural and vice versa.
RESOLUTION 833 - Ready for Carriage Consignments

CAC1(41)833 (except USA) (amended)  Expiry: Indefinite
CAC2(41)833 (amended)  Type: B
CAC2(41)833 (amended)

RESOLVED that:

1. an IATA Cargo Agent or Intermediary shall deliver (or arrange for delivery of) consignments to a Member ready for carriage.

2. as used in Resolutions the following requirements shall have been met in order to render a consignment ‘ready for carriage’:

   2.1 the Air Waybill or the Shipment Record shall be issued in accordance with Resolution 600a or Recommended Practice 1670 respectively, accurate and complete in all respects; and in the case of the Air Waybill, not more than the following parts shall be removed from the Air Waybill set by an IATA Cargo Agent:

      2.1.1 original 3 (for shipper)
      2.1.2 copy 8 (for Agent)
      2.1.3 original 1 (for issuing carrier) where required by the Member whose Air Waybill is issued;

   2.2 disbursement amounts if any and applicable charges shall be entered on the Air Waybill or the Shipment Record in accordance with Resolution 614;

   2.3(a) all documents necessary for:

      2.3(a)(i) determining the nature of the goods, and
      2.3(a)(ii) for the transport of each consignment, including those required by any governmental body,

   2.4 where the Agent and a Member have agreed that Air Waybill data with respect to the consignment shall be transmitted via electronic means by the Agent to the Member, the Agent shall transmit such data so as to reach the Member prior to tender of the consignment to the Member’s point of acceptance;

   2.5 the contents of each consignment shall be properly packed so as to withstand all conditions normally incidental to transportation and where appropriate comply with the provisions of the IATA Dangerous Goods Regulations;

   2.6 all packages of each consignment shall be marked and labeled in accordance with Resolutions 600, 606, 606a, 607 and where appropriate with the IATA Dangerous Goods Regulations with the IATA Perishable Cargo Regulations and the IATA Temperature Control Regulations;

   2.7 the labeling and marking on all packages shall be fully visible and all old labels and markings shall be obliterated.

3. DANGEROUS GOODS

3.1/3.1.1 all consignments containing dangerous goods shall comply with the IATA Dangerous Goods Regulations;

3.1.2 Shipper’s Declaration, duly signed and completed or an electronic Shipper’s Declaration for Dangerous Goods duly completed, as set forth in the IATA Dangerous Goods Regulations, shall be provided by the shipper or his authorized agent; mixed consignments which include dangerous goods shall comply with the provisions of Resolution 600;

3.1.3 in the event that a Member shall come into possession of information indicating a misrepresentation or violation of the IATA Dangerous Goods Regulations, including the Shipper’s Declaration, by an IATA Cargo Agent,
such Member shall promptly give notice of such misrepresentation or violation to the Agency Administrator who shall file a complaint against the IATA Cargo Agent, pursuant to the appropriate provisions of the Cargo Agency Rules.

4. SECURITY ADHERENCE

consignments delivered to a Member shall be prepared ready for carriage in accordance with security control instructions provided by the National Authority and additional instructions provided by the Member.
RESOLUTION 833a - Security Measures for Intended Consolidated Consignments

CAC1(33)833a (except USA)
CAC2(33)833a
CAC3(33)833a

Expriy: Indefinite

Type: B

WHEREAS Resolution 833 requires that consignments delivered to a Member shall be prepared ready for carriage in accordance with security control instructions provided by the National Authority and additional instructions provided by the Member and,

WHEREAS the spirit of recently introduced air security measures require that no detail of carrier or flight in respect of a consolidated consignment be released, other than as permitted by any national authority security directive, and

WHEREAS the terms 'consolidated consignment' and "known shipper" as defined in the relevant Recommended Practices of the Cargo Services Conference are reflected in the IATA Cargo Agent's Handbook, it is therefore

RESOLVED that:

1. an IATA Cargo Agent shall:

   1.1 not distribute printed or otherwise published consolidation schedules for general distribution showing planned carriers and flights;

   1.2 not communicate by any means, other than as permitted by National Authority security directives, the identity of the planned carrier or flight.

Editorial Note:

These are the definitions referred to above:

'CONSOLIDATED CONSIGNMENT' a consignment of multi-packages which has been originated by more than one person each of whom has made an agreement for carriage by air with another person other than a scheduled air carrier. Conditions applied to that agreement may or may not be the same as conditions applied by the scheduled air carrier for the same carriage.

'KNOWN SHIPPER' means any entity who conducts business with a carrier, an agent or a freight forwarder and provides security controls that are accepted by the appropriate authority and/or carrier in respect of cargo, courier and express parcels, and mail.
RESOLUTION 837 - Shipment Record

CAC1(38)/837 (except USA) (amended)
CAC2(38)/837 (amended)
CAC3(38)/837 (amended) Expiry: Indefinite Type: B

WHEREAS the Conference recognizes that for the transportation of air consignments on certain routes, and as agreed between Shipper and Carrier, electronic means in lieu of an Air Waybill may be used to preserve the shipment record. Accordingly, the term Air Waybill, as used in the Cargo Agency or Air Cargo Programs, may in such cases be substituted for Shipment Record, it is now

RESOLVED that:

1. the IATA Secretariat is authorized to make such editorial amendments in the Cargo Agency Conference Resolutions as necessary, to include the term “Shipment Record(s)” as set forth in Cargo Services Conference Resolution 600f in addition to the term Air Waybill, provided that, where appropriate, the term Air Waybill shall be retained in any generic reference to the primary air cargo transportation document and where the context does not require a resolution provision to indicate inclusion of the term “Shipment Record” along with the term “Air Waybill”.

2. the use of the Shipment Record in lieu of the Air Waybill is subject to the existence of a prior agreement between Shipper and Carrier to use the Shipment Record on such routes where the substitution of the air waybill with electronic means to preserve the shipment record is permitted.

3. such changes shall be reflected in the next printing of the Cargo Agency Conference Resolutions Manual and the Cargo Agent's Handbook.
RESOLUTION 849 - Tie in Transferal Resolution & Airline General Concurrence

WHEREAS, the Cargo Agency Conference has been established to take action on matters relating to relationships between airlines and intermediaries;

WHEREAS, over the last few decades the air cargo industry has seen a shift in status among cargo intermediaries from agents of the airlines to customers (freight forwarders) of the airlines;

WHEREAS, as a result of this shift in commercial relationships, IATA and FIATA established the IATA FIATA Governance Board (IFGB) to develop the IATA FIATA Air Cargo Program (IFACP), a program jointly administered by freight forwarders and airlines

WHEREAS, the Cargo Agency Conference recognizes that the IFACP is the natural evolution of the IATA Cargo Agency and Cargo Intermediary Programs; and

WHEREAS, the Cargo Agency Conference recognizes the need to maintain existing commercial relationships between IATA Cargo Agent and Intermediary entities and the airlines to ensure the unencumbered flow of global cargo, it is

RESOLVED that

1. Members acknowledge and agree that the IATA FIATA Governing Board (IFGB) shall be responsible for:
   (a) the management of the IFACP; and
   (b) the establishment and maintenance of the relevant operational and financial criteria for endorsement of IATA-FIATA Freight Forwarders.

2. Members hereby adopt the General Concurrence set forth in Annex ‘A’ and thereby designate each of their appointed IATA Cargo Agents/Intermediaries as an “IATA FIATA Endorsed Forwarder” under the operational and financial criteria as so determined by the IATA FIATA Governing Board (IFGB).

3. The form of General Concurrence set forth in Annex ‘A’ to this Resolution sets out the terms and conditions that apply in respect of the ACP. It is agreed by adoption, or for non-IATA air carriers by signature, that each Airline provides authorization to IATA, Director General, to:
   a) enter into and maintain an IFACP Agreement on its behalf, with individual Forwarders which are or will be endorsed in the IFACP and with whom it may elect to do business,
   b) enter into CASS Agreements with IFACP Endorsed Forwarders on its behalf, to allow for participation in CASS where it operates, to facilitate and take advantage of the efficiencies for billing and settlement of accounts between Airlines and Forwarders
   c) continue to manage “Industry Financial Securities” currently administered by IATA, to the extent that there are any industry bank guarantees or default insurance schemes in the future. Such industry financial securities, should they arise out of the Local Financial Criteria established by the IFGB in respect of the IFACP forwarder endorsement procedures, will be handled as part of the responsibilities of the IFACP Program Secretariat. However, in the event that a Carrier requires a separate bank guarantee from an IATA FIATA Forwarder, such Airline assumes all risk
management responsibility and hereby agrees that in the event of a default by the Forwarder under CASS, the Airline would not be entitled to any payment under the Forwarder’s industry bank guarantee, default insurance or any other financial security provided to IATA.

4. Such General Concurrence shall automatically take effect on the date on which IATA declares effective the IATA FIATA Air Cargo Program in a particular country or region. Unless it is withdrawn by an IATA Member Airline, for any reason, including those who wish to impose bilateral criteria in addition to those referred to in 1(b) above. In which case the Airline may withdraw its General Concurrence, in respect of a country(ies) or specific Forwarder(s), with three calendar months advance notice in writing to the IATA Director General. Notwithstanding the foregoing, any individual carrier and Forwarder reserve the right to do business as bilaterally agreed.

Annex ‘A’

STATEMENT OF GENERAL CONCURRENCE

The IATA Member, or non-IATA air carrier, referred to hereinafter as ‘the Airline’ hereby deposits with the IATA Director General, its Statement of Concurrence in respect of its participation in the IATA-FIATA Air Cargo Programme (IFACP).

1. The Airline is hereby notified that IATA has entered into a Cooperation Agreement with FIATA in order to establish the IATA-FIATA Governance Board to jointly develop and manage the IATA-FIATA Air Cargo Programme (IFACP).

2. The IFACP sets out the framework of working relationships between forwarders and airlines, on a principal to principal basis, including in respect of the purchase of international air cargo transportation services and/or the handling and delivery to carriers of cargo consignments. The IFACP will supersede and replace the current IATA Cargo Agency/Intermediary Programmes globally and current IATA Cargo Agents/Intermediaries will transfer to become IFACP Endorsed Forwarders upon signature of an IFACP Freight Forwarder Agreement, executed with IATA acting on behalf of Airlines.

3. The Airline acknowledges therefore that they are required to amend their current appointments of IATA Cargo Agents in order to reflect the IFACP principal to principal relationship.

4. The Airline hereby agrees to deposit with the IATA Director General, a Statement of General Concurrence in respect of the IATA-FIATA Air Cargo Programme (IFACP) and Forwarders which are, or will be endorsed in accordance with the IATA-FIATA Air Cargo Programme (IFACP) rules, and with whom, the Airline may elect to do business.

5. Further, the Airline authorises the IATA Director General to execute on its behalf a IFACP Forwarder Agreement and acknowledges that a contractual relationship is thereby created between the Forwarder and the Airline, with respect to the purchase of international air cargo transportation services (‘airfreight’) and/or the handling and delivery to the Airline of cargo consignments;

6. The Airline hereby concurs with the terms and conditions of IATA-FIATA Air Cargo Programme (IFACP) rules, as published in the IFACP Handbook. The Airline acknowledges that the conditions of the IFACP may be amended by the IATA-FIATA Governance Board (IFGB) from time to time, upon serving Airlines notice in writing reasonably in advance of the effectiveness of such amendment(s);

7. The Airline authorises the IATA Director General on its behalf to enter into and maintain a CASS Agreement setting out published terms and conditions, with an IFACP Endorsed Forwarder in those countries where an IATA CASS operation exists, to participate in the CASS;

8. The Airline recognizes that IATA is administering the IFACP as agent for and pursuant to instructions given to it by the IFGB and accordingly agrees to indemnify IATA, its officers and employees against any liability (including liability for legal costs) for any action taken or omitted in good faith in the performance of their functions with respect to the IFACP;

9. The Airline agrees to participate and contribute to the IFACP in markets where it operates. The fee structure and level of individual participant fee amounts will be as established from time to time by the IATA-FIATA Governance Board (IFGB) to cover the operating expenses of the programme;

10. The Airline hereby confirms that this General Concurrence shall become effective in countries where the IFCAP applies, replacing previous IATA Cargo Agency or Intermediary Programmes. Any previously executed General Concurrence shall nonetheless remain in effect applicable to IATA Cargo Agency or Intermediary Programmes where the IFACP has not been introduced.

11. This Statement shall come into effect for the Airline upon implementation of the IFACP and should remain in effect, unless it is withdrawn by the Airline, who wishes to impose bilateral criteria in addition to those referred in point 6 above, in respect of a country or specific Forwarder, with three calendar months advance notice in writing.
to the IATA Director General. In such case, the Airline shall simultaneously notify any Forwarder(s) excluded from the General Concurrence and advise the Airline’s individual bilateral requirements. When such requirements are met, the Airline may re-deposit its concurrence with the Forwarder(s) concerned and shall so notify IATA, Director General.

Adopted as a Resolution by IATA Member Airlines
To be signed by non-IATA air carriers and returned to:
To: IATA Director General c/o IATA, Geneva, Switzerland
Name of the Airline:
HQ Address:
HQ Country:

Signature of the Airline’s representative authorized to sign

Name and Title within the Airline:

Airline name and Date: