



# Passenger Services Conference Resolutions Manual

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## RESOLUTION 780

### FORM OF INTERLINE TRAFFIC AGREEMENT—PASSENGER

#### RESOLUTION 780 Attachment ‘A’

### IATA INTERLINE TRAFFIC AGREEMENT—PASSENGER

WHEREAS, the parties hereto operate scheduled air transportation services and desire to enter into arrangements under which each party may sell transportation over the routes of the others,

WHEREAS, the parties hereto mutually desire to agree upon the terms and conditions relating to the handling of interline baggage,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

#### Article 1—Definitions

For the purpose of this Agreement, the following definitions will apply:

1.1 “AIRLINE, CARRYING” is a party hereto over whose routes a passenger and his baggage are transported or are to be transported.

1.2 “AIRLINE, DELIVERING” is a carrying airline over whose routes a passenger and his baggage are transported or are to be transported from the point of origin or stopover or a transfer point, to the next interline connecting point.

1.3 “AIRLINE, ISSUING” is a party hereto which issues a ticket or miscellaneous charges order for transportation over the routes of another party(ies) to this Agreement.

1.4 “AIRLINE, ORIGINATING” is a party upon whose services the interline transportation of a passenger and his baggage either commences at the original place of departure or continues from place of stopover.

1.5 “AIRLINE, RECEIVING” is a party over whose routes the interline transportation of a passenger and his baggage is continued from a connecting point.

1.6 “A4A” means Airlines for America.

1.7 “BAGGAGE” means the property, as defined in applicable tariffs, of a passenger, carried in connection with the trip for which the passenger has purchased a ticket and which has been

checked in accordance with applicable tariffs.

1.8 “BAGGAGE, CHECKED” means baggage placed in the care and custody of an airline, for which that airline has issued an interline baggage tag.

1.9 “BAGGAGE, INTERLINE” means checked baggage to be transported over the lines of two or more parties hereto.



PSC(34)780

RESOLVED that:

Expiry: Indefinite Type: B

Where the carriers desire to exchange passenger traffic, the Standard Interline Traffic Agreement—Passenger set forth in Attachment ‘A’ hereto shall be used, except in any case where the carriers concerned mutually agree not to require execution of such standard interline traffic agreement.

Note: A formal interpretation on [Resolution 780](#) was given by the IATA Commissioner on 11 March 1985; a copy of which is available from the Secretariat upon request.

## GOVERNMENT RESERVATIONS

### CANADA

The provisions of 2.4 of Article 2 and 7.5 of Article 7 are not applicable to traffic to and from points in Canada.

### INDIA

Notwithstanding Article 9 pertaining to Arbitration incorporated in the Interline Agreement, the approval of [Resolution 780](#) (previously 850j) does not confer any power whatsoever on the Tribunal to question, discuss or arbitrate on the correctness and applicability of domestic tariffs introduced by the National carrier on domestic routes.

### UNITED STATES

Order E-24719 dated 3 February 1967, Order 87-4-12 dated 6 April 1987:

Approval of:

1. Those provisions requiring adherence by non-IATA carriers to IATA rules, practices, regulations and instructions; and

2. enforcement provisions shall not be applicable in air transportation as defined by the Act.<sup>1</sup>

Regarding the amendment to Attachment ‘A’, 2.3, adopted by the 9th PSC (September 1987), the U.S. DOT in order 88-4-51 stated “we have decided to approve the change, but to withhold antitrust

immunity.”

<sup>1</sup> The condition(s) will not extend to fares, rates and charges. There is an outstanding Board condition which renders IATA Resolutions inapplicable with respect to a domestic segment of a U.S. Member carrier. IATA Regional Traffic Conference Investigation 24 CAB 463 (1957). In that proceeding, as well as in the referenced Order E-21433, the Board declined to extend the geographical scope of that condition. Accordingly, our condition herein will not extend to the application of the resolutions to fares, rates or charges.

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1.10 “BAGGAGE TAG, INTERLINE” is the tag form currently approved by the A4A and/or IATA for interline use and issued by the originating airline for the identification of through checked interline baggage.

1.11 “CLAIM” is a written demand for compensation, prepared and signed by or on behalf of the passenger, and in the case of baggage, containing an itemised list and value of goods for which compensation is being requested.

1.12 “CLAIM PARTICIPATING AIRLINE” is a revenue participating airline who shares in the settlement of a claim for the passenger's checked baggage.

1.13 “CLAIM RECEIVING AIRLINE” is a revenue participating/carrying airline who receives and processes the passenger's written demand for compensation for lost, damaged or delayed baggage.

1.14 “CONNECTING POINT” means an intermediate point in an itinerary at which the passenger deplanes from one flight and boards another flight either on the same airline, or at which he transfers from the flight of one airline to a flight of another airline for continuation of the journey.

1.15 “DELAY” means a piece (or pieces) of baggage which fails to arrive at the airport of destination on the same flight as the passenger, but is subsequently delivered.

1.16 “DAMAGE” means physical damage to baggage and/or its contents.

1.17 “IATA” means International Air Transport Association.

1.18 “LOSS” means a piece (or pieces) of baggage which is irretrievably lost.

1.19 “MISCELLANEOUS CHARGES ORDER (MCO)” is the form described in IATA [Resolutions 725, 726, 726a](#) and A4A Resolutions 20.16 and 20.71, issued by a party hereto which

provides for the issuance of ticket(s) and/or other services in exchange for such order.

1.20 “MISHANDLED BAGGAGE” means baggage which is damaged, delayed, lost or pilfered.

1.21 “PASSENGER” is a person to whom a ticket covering through transportation over the services of two or more parties hereto has been issued.

1.22 “PILFERAGE/SHORTAGE” means where items are reported or known to be missing from a piece (or pieces) of baggage.

1.23 “SALE” is the issuance of a ticket or MCO or the completion of other transportation document(s) as authorized herein.

1.24 “SETTLING AIRLINE” means the airline settling the claim with the passenger or other person acting on his/her behalf.

1.25 “STOPOVER”, equivalent to a break of journey, means a deliberate interruption of a journey by the

passenger, agreed to in advance by airline, at a point between the place of departure and the place of destination.

1.26 “TARIFFS” are the published fares, charges and/or related conditions of carriage of an airline.

1.27 “TICKET” is the document entitled “Passenger Ticket and Baggage Check” described in the applicable IATA and A4A Resolutions (including Electronic Tickets) and Recommended Practice, issued by or on behalf of an Issuing Airline and including the “Conditions of Contract and Other Important Notices” as set forth in [Resolution 724](#).

## Article 2—Issuance of Tickets and MCOs

### 2.1 ISSUANCE

2.1.1 Each party hereto is hereby authorized to issue or complete:

2.1.1.1 tickets, or MCOs exchangeable for tickets, for transportation of passengers,

2.1.1.2 all other documents necessary or appropriate for such transportation;

all in the form approved by, and in accordance with the tariffs and the terms, provisions, and conditions of the tickets, and other documents of the party over whose routes the passenger is to be carried. No ticket or MCO will be issued or completed providing for space on a particular flight unless an advance reservation (booking) shall have been made for the transportation, and the issuing airline shall have received payment of the total charges payable therefore in accordance with such tariffs or shall have made arrangements satisfactory to the carrying airline for the collection of such charges.

2.1.2 Upon withdrawal from this Agreement, a party hereto agrees not to issue, sell or use any tickets or MCOs after the effective date of such withdrawal, for transportation over any other party hereto, except as may be provided for under a bilateral interline agreement between the parties. Upon ceasing operations, a party hereto shall take steps to assure that its stock of tickets and MCOs are rendered invalid or destroyed, and permit a representative of IATA to verify that such documents have been invalidated or destroyed.

## 2.2 ACCEPTANCE

2.2.1 Each party agrees to accept each such ticket, or other transportation document and to honour each MCO issued by any other party hereto and to transport passengers and baggage as specified therein, subject to its applicable tariffs and subject to the terms of this agreement and applicable regulations and clearance procedures of the IATA Clearing House.

2.2.2 The issuing office will deliver the ticket to the passenger or the passenger's representative with all the

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flight coupons intact (except “VOID” or surface coupons). Failure to comply with this will result in the issuing office being responsible for any fare difference from the actual origin of travel.

2.2.3 Flight coupons shall be honoured only in sequence as shown on the carbonised passenger coupon(s) or the ATB passenger receipt(s) and such flight coupon(s) shall not be accepted for carriage, exchange or refund, and are not valid, unless accompanied by the passenger coupon and additionally for ATBs, the passenger receipt.

The provisions of paragraph 2.2.2 and 2.2.3 shall apply only in respect of the acceptance of paper tickets. Electronic tickets shall be accepted in accordance with the provisions of [Resolution 722f](#).

2.2.4 When an airline knows or has reasons to believe that certain of its accountable traffic documents, whether or not used in the MITA environment, are not to be honoured because they have been reported lost, stolen, fraudulent or otherwise suspicious, such documents shall be promptly listed in the industry Tickets Service blacklisting system. Any other form of notification shall not be regarded as being blacklisted for the purposes of liability. The industry liability procedures concerning blacklisted traffic documents are contained in IATA [Resolution 781](#) and [781a](#).

2.2.5 Whereas certain parties to this agreement issue Electronic Tickets as defined in IATA [Resolution 722f](#) and [Resolution 722g](#), any other party which concurs with the Issuing Airline

may accept such electronic tickets. Any party which issues electronic tickets shall notify the IATA Head, Interline & Intermodal Policy. Any other party may agree to accept such electronic tickets, and shall notify the IATA Head, Interline & Intermodal Policy of which other party's electronic tickets it will accept. The IATA Head, Interline & Intermodal Policy shall publish in the MITA Manual a list of the parties which issue electronic tickets, and the other parties which have agreed to accept each other party's electronic tickets.

2.2.6 Whereas certain parties to this agreement issue paper tickets as defined in IATA Resolutions 720, 720a, 720b, 722, 722a, 722c and 722e, any other party which concurs with the Issuing Airline may refuse such paper tickets. However, the refusing party will provide at least 12 months notice to interline partners. The refusing party shall notify the IATA Head, Interline & Intermodal Policy of which other party's paper tickets it refuses to accept, any specific exclusions to its policy (e.g. irregular operations, staff travel, non-ET eligible itineraries) and will provide an effective date. The IATA Head, Interline & Intermodal Policy shall publish in the MITA Manual a list of such refusals and the corresponding effective dates.

2.2.7 Whereas certain parties to this agreement issue paper miscellaneous documents and excess baggage tickets as defined in IATA Resolutions 722e, 725, 725a, 725b, 725c, 725d, 726, 726a, 726e, 726f, 731a, 742, 742a, 742c, 742d and 742e, any other party which concurs with the Issuing Airline may refuse such paper miscellaneous documents and excess baggage tickets. However, the refusing party will provide at least 12 months notice to interline partners. The refusing party

shall notify the IATA Head, Interline & Intermodal Policy of which other party's paper tickets it refuses to accept, any specific exclusions to its policy and will provide an effective date. The IATA Head, Passenger shall publish in the MITA Manual a list of such refusals and the corresponding effective dates.

## 2.3 FURNISHING OF TARIFFS, ETC.

Each party shall furnish to each other party the tariffs and other information necessary for the sale, as contemplated hereunder, of the transportation services currently being offered by it. In case any schedule, tariff, form of ticket or MCO of any party hereto relating to transportation over its lines, shall be modified or amended at any time, or in case any service of any such party shall be suspended, modified or cancelled, such party will notify each other party as far in advance as practicable, of the effective date of any such modification, amendment, suspension or cancellation. In the interest of ensuring the widest possible collection and dissemination of accurate fares information throughout the airline industry, each party is requested to furnish, or arrange to furnish, (possibly via official sources such as SITA, Genesis, etc.) to ATPCO, interlineable fares and related conditions (both domestic and international fares) established other than through the IATA Tariff Coordinating Conferences. See Government Reservations Section, United States.

In the interest of ensuring the widest possible collection and dissemination of accurate schedule information throughout the airline industry, each party is requested to furnish, or arrange to furnish, their schedule and schedule change information following SSIM formats. It is recommended that at least 360 days of advance schedules data, including Minimum Connect Time

data, should be distributed on an equal basis to all schedules aggregators, reservations and ticketing systems in which a carrier participates, to maximise the efficiencies of such systems.

## 2.4 MINIMUM FARES AND CHARGES

No party shall issue tickets, or MCOs covering interline transportation at less than the applicable through fares or charges.

## 2.5 CHANGES TO TRAFFIC DOCUMENTS

In changing, reissuing or refunding any ticket or other traffic document issued by other parties hereto, the party taking such action shall observe the procedures of the applicable IATA Resolution(s) governing such matters, as well as any restrictions imposed by the original issuing party.

**2.6 INVOLUNTARY REROUTING** In case of involuntary rerouting, each party hereto shall

be bound by the provisions of [Resolution 735d](#).

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## 2.7 SUBSTITUTION OF AIRLINE

In the case where a party hereto is the receiving airline, it shall ensure that the substitution of it by another receiving airline for any reason whatsoever is notified to the passenger(s) affected as soon as possible, but no later than the time of check-in, or boarding where no check-in is required, either by it or by that other receiving airline.

## Article 3—Interline Checking of Baggage

3.1 Where a passenger's continuous journey involves connecting transportation on two or more flights, the following procedures shall be used for the interline carriage of such passenger's baggage.

3.2 A connection between two scheduled flights, shall be deemed to exist when:

3.2.1 the delivering airline's flight is scheduled to arrive at the connecting point and the receiving airline's flight is scheduled to depart from the connecting point on the same day; or

3.2.2 the arrival of the delivering airline's flight on one day and the receiving airline's flight on the next day are within 12 hours, and the delivering airline has clarified with the passenger that the passenger wants the baggage checked through.

3.3 Each party hereto shall:

3.3.1 accept and transport over its services all interline baggage as provided herein, except as may be prohibited by applicable tariffs. Live animals shall not be checked as interline baggage in accordance with the subsequent paragraphs unless all receiving airline(s) have confirmed acceptance of the animal as interline baggage at the time the reservation is made and provided the animal is in a crate or container conforming to the IATA Live Animals Regulations;

3.3.2 endeavour to co-operate to develop common methods to ensure that they do not place or keep on board an aircraft the baggage of passengers who have registered for an international flight departing from a country, but who have failed to board that flight, without subjecting it to security control;

3.3.3 ensure that their handling agents follow the methods developed above.

### 3.4 BAGGAGE ACCEPTANCE

The originating airline, prior to transportation of interline baggage on its services will:

3.4.1 ensure that baggage is adequately secured to permit safe carriage with ordinary care. If baggage has no family name and initials, the passenger shall affix such exterior identification to such baggage prior to acceptance;

3.4.2 write or print at the appropriate places in each flight coupon of the ticket the number of pieces and the weight of baggage to be accepted as checked baggage for the passengers;

3.4.3 issue for each piece of such baggage an interline baggage tag;

3.4.4 indicate as the destination in the documents referred to in 3.4.2 and 3.4.3:

. 3.4.4.1 the first stopover point,

. 3.4.4.2 the point to which transportation has been con-

firmed or has already been requested with continuous connections,

3.4.4.3 a connecting point where transfer from one airport to another is necessary and where the passenger is required to take possession of his baggage,

3.4.4.4 the final destination specified in the ticket including any tickets issued in conjunction therewith, whichever occurs first.

3.4.5 upon returning the ticket with the baggage identification tag(s) to the passenger, draw the passenger's attention to the baggage identification tag(s) and in particular to the final destination



to which the baggage has been checked.

3.4.6 For any baggage in excess of the free allowance which the originating airline has received approval to apply to the place described in 3.4.4, it shall issue an excess baggage ticket to that place and shall charge for the excess baggage at the rate which the originating airline has received approval to apply. If after commencement of journey, the passenger increases the amount of his baggage, it shall be the duty of the airline at the point where the increase occurs to issue an excess baggage ticket for such increase and collect the additional charges. The excess baggage ticket shall be firmly attached to the front cover of the passenger's ticket. Care should be taken to avoid obliterating document numbers. Staples should not be used on magstriped ATB Coupons.

3.4.7 For baggage accepted for carriage, the Convention permits the passenger to increase the limit of liability by declaring a higher value for carriage and paying a supplemental charge if required.

## 3.5 BAGGAGE CARRIAGE

In transferring baggage, it shall be the responsibility of the delivering airline, without incurring any liability for loss of revenue in cases of missed connections, to deliver such baggage to the next receiving airline, at such location and hours to be agreed upon in writing by the parties concerned. In the unloading, sorting and delivering of baggage from flights, the delivering airline shall give priority to transfer baggage over terminating baggage.

3.5.1 It is recommended that interline and on-line connecting baggage shall be segregated from other baggage, mail and cargo on all aircraft arriving non-stop or one-stop from the point of origin; however baggage shall be segregated prior to commencement of delivery.

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3.5.2 When it becomes necessary to leave baggage behind due to weight/space restrictions, each party to this agreement shall give loading priority to transfer baggage.

3.5.3 Whenever baggage is to be transferred for onward transportation hereunder and completion of such transportation necessitates compliance with the laws and regulations pertaining to importation and transit or exportation and transit of the country of point of transfer, it shall be the responsibility of the delivering airline to comply with such laws and regulations and to deliver, where necessary, to the receiving airline, prior to or simultaneously with the transfer, proper evidence of compliance with that country's laws and regulations pertaining to such importation and transit or exportation and transit; provided, however, that in any case where

compliance with such laws and regulations can be made only by the receiving airline, it shall be the receiving airline's responsibility to comply therewith and provided further that any two or more parties hereto may, by separate written agreement, alter such responsibilities as between themselves.

3.5.4 In the event customs clearance or government-imposed security measures necessitates the physical presentation of the interline passengers to the authorities concerned together with their interlined baggage (and carry-on items) at an intermediate point en route where transfer of their interlined baggage will take place, and such baggage meets the conditions listed in 3.4.4.2–3.4.4.4, the airline delivering baggage pursuant hereto shall be responsible for informing the passenger before or on arrival at the point of transfer (preferably immediately after disembarkation), but in any case prior to Government clearance.

3.5.5 At the request of any airline delivering baggage pursuant hereto, the receiving airline will execute and deliver a signed receipt in a form to be agreed upon by the carriers concerned. Additionally, any receiving carriers' interline baggage records that comply with the reconciliation requirements of ICAO Annex 17 and which satisfy local government regulations, will be accepted as proof of transfer or non-transfer, provided this is agreed by the carriers concerned.

3.5.6 Optionally and if facilities exist, electronic time stamping and/or sending baggage processed messages described in [Recommended Practice 1745](#) will be accepted as proof of transfer of interline transfer bags described in [Resolution 765](#), section 3.3.6.

3.6 If the passenger takes delivery of his baggage at a place other than one mentioned in 3.4.4, on resumption of the journey the airline at such point will remove old tags and/or sortation labels, check and tag the baggage as provided in 3.4.

## Article 4—Mishandled Baggage

4.1 Where baggage fails to accompany an interline passenger the following procedures shall apply.

4.1.1 The airline on which the passenger travelled to the point of stopover or final destination and where the passenger is missing baggage, shall be responsible for

raising a Property Irregularity Report (PIR), tracing the missing baggage and for its delivery to the passenger in accordance with [Resolution 743a](#). Nevertheless, at the request of the passenger, any carrying airline shall establish the tracing status from the carrier to whom the loss was originally reported. When a passenger reports missing baggage at the connecting point where the passenger is required to submit through-checked baggage for customs clearance or government-imposed security check, without relieving the final airline from its responsibility, the delivering airline to such connecting point shall be responsible for:

4.1.1.1 immediately initiating tracing for the missing baggage in accordance with current agreed procedures provided that there is sufficient time to obtain and record the baggage and flight data required for tracing; and

4.1.1.2 informing the airline referred to in 4.1.1 of the baggage missing at the connecting point and of the tracing initiated and its results; and

4.1.1.3 arranging for forwarding the missing baggage to the airline referred to in 4.1.1 for delivery to the passenger.

4.1.2 When the address to which the baggage is to be delivered is on the routing shown in the ticket each airline shall transport the baggage without charge in accordance with such routing.

4.1.3 When the address to which the baggage is to be delivered is not on the routing shown in the ticket the baggage shall be forwarded to the airport nearest such address, and, at the expense of the airline responsible for the mishandling, reforwarded from such point by appropriate transport means to the delivery address.

4.1.4 Mishandled baggage shall be forwarded without charge by the fastest possible means using the services of any Member, to the airport nearest to the passenger's address. Forwarding of such expedite baggage should not be restricted nor delayed at an interline connecting point for security reasons provided:

4.1.4.1 it is identified by the forwarding airline that the bag was mishandled; or

4.1.4.2 it is established that a claim for the bag has been made; or

4.1.4.3 it is electronically and/or physically screened.

Note: Some governments may require members to impose additional security controls.

4.1.5 At its airport of destination expedite baggage shall be delivered to the passenger:

4.1.5.1 by the Member on whose flight the passenger had travelled to the final destination or point of stopover; or

4.1.5.2 in case that Member should not be represented at such place, by the Member on whose flight the expedite baggage arrived at such airport.

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5.3

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4.1.6 There is no prorating on delivery expenses. Delivery costs from such airport to the passenger may only be recharged by the delivering carrier (not the delivering vendor) to the member responsible for the mishandling if they are in excess of US\$25 or its equivalent per delivery.

In the case of 4.1.5.2, the Member responsible for the mishandling shall be indicated in the box “Expense Of” on the expedite tag.

When a Member delivers the baggage as handling agent for another Member (principal) any recharging of delivery costs by the handling agent to the principal shall not be governed by this Resolution.

The amount recharged shall be supported by proof of the cost incurred, either the PIR reference to allow the receiving Airline to check baggage tracing system files using the available transactions within the system, or if no compatible system is used, and or a non-IATA Carrier a copy of the PIR report, or in the case of 4.1.5.2 by the original or copy of the expedite tag.

4.1.7 Each party hereto agrees to assume responsibility for establishing procedures for tracing mishandled inter-line baggage and for the expedient processing and settlement of claims as indicated in article 5.4 of this resolution. It is recommended that parties use the tracing procedures shown in [Recommended Practice 1743a](#) and make the relevant entries into an industry recognised computerised tracing system.

## Article 5—Claims and Indemnities

### 5.1 GENERAL INDEMNITY

Each party hereto agrees to hold harmless and indemnify all other parties hereto from all claims, demands, costs, expenses and liability arising from or in connection with the death of or injury to a passenger, or the loss, damage to or delay of baggage incurred while such passenger or baggage is, pursuant to this Agreement, being transported by, or under the control or in the custody of such party.

### 5.2 INDEMNITY DUE TO DOCUMENTATION

5.2.1 The issuing airline indemnifies the carrying airline, its officers, employees and agents from and against all claims, demands, costs, expenses and liabilities arising from the improper issue, completion or delivery of accountable documents effected by the issuing airline, provided that where the issuing airline has listed, in the Industry Automated Authorization System and Loss Prevention Bulletin (LPB) operated by ARINC, the accountable documents as being lost or stolen documents, settlement of such documents shall be in accordance with IATA [Resolution 781](#).

5.2.2 The carrying airline, as principal, indemnifies the issuing airline, including its officers, employees or agents, as agent, from and against all claims, demands, costs, expenses and liabilities arising from the carrying airline's

provision of or failure to provide carriage pursuant to any ticket or MCO properly issued,

completed or delivered by the issuing airline, provided however no such indemnity shall apply in the event of termination of the issuing airline's rights hereunder due to said airline's involvement in proceedings declaring it insolvent, bankrupt or seeking relief under applicable bankruptcy or insolvency laws, pursuant to 10.4.2 hereof.

5.3.1 less all other parties hereto, including their officers, employees or agents, against all claims, demands and liability for loss, damage to or delay of baggage, arising from its failure to discharge its obligations or responsibilities as provided in Article 3.

5.3.2 An airline participating in the carriage of baggage at the request of another airline, shall not be held liable for any loss, damage or delay that might occur, provided such participating airline was not involved in the original mishandling (meaning damage, delay, loss, or pilferage).

## 5.4 BAGGAGE CLAIMS AND PRORATION

5.4.1 A party receiving a baggage claim, and having participated in the carriage of the passenger, will process the claim to a conclusion, with the passenger, in accordance with the law of the country of settlement. The tariff/policy of the claim-settling carrier will be applied to all baggage claim settlements. This covers interim expense policy, exclusion and liability. Such settlement will then be reimbursed to the settling carrier in accordance with 5.4.2 or 5.4.3.

5.4.2 When it is established in which airline's custody the mishandling (meaning damage, delay, loss, or pilferage) occurred, that airline will accept the claim settlement arising from such mishandling as incurred by the settling carrier.

5.4.3 When it is not established which airline is responsible, each party that participated in the carriage of the passenger shall share the claim settlement on the basis of the non-stop distance (statute miles) between first and last ticketed points of each carrier, as shown in the IATA Ticketed Point Mileage Manual. Baggage transfer records do not count as proof of transfer/no transfer unless this is agreed on between the airlines concerned. Reason for loss codes and fault stations are for in house use only, they do not constitute proof of error in proration claims and delivery charges.

5.4.4 Full claim settlement (excluding the delivery costs as noted in 4.1.6) or its pro-rata share amounting to US\$50 (or equivalent) or less shall not be recharged.

5.4.5 When the weight of the bag(s) is not known, liability amounts may be determined by applying the table of weights currently recommended by IATA for the settlement of interline baggage claims (see [Recommended Practice 1751](#)).

Each party hereto shall indemnify and hold harm-





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5.4.6 Within sixty (60) days of the date of the claim settlement the claim receiving airline will send a request for payment to the other participating or responsible airline(s) at their headquarters central baggage claims office, providing them with relevant claim settlement documents. When any type of marketing/commercial, partner, or code share agreement exists, the request for payment will be sent to the carrier whose airline designator appears in the carrier box of the ticketed flight coupon involved in the claim. The marketing carrier may recharge the operating carrier depending on their established agreements. If such notice is not given in time by the claim receiving carrier, acceptance of any claim will be at the discretion of the participating or responsible airline(s).

5.4.7 All requests for claim settlement shall be paid by the participating or responsible airline(s) within sixty (60) days from the date of request for payment. Failure to respond will signify agreement to the recharge.

5.4.8 Requests for prorate and provision of supporting documentation shall be made directly to the headquarters central baggage claims office, not through the interline billing and settlement process, using the format shown in Appendix 'C' "PRORATE NOTICE" (published separately) as a cover sheet for the following documents which are required to support any claim under this agreement including requests for 100%:

5.4.8.1 one copy of a coupon of the passenger's ticket or the ticket number;

5.4.8.2 one copy of the baggage identification tag or its number;

5.4.8.3 one copy of the claim prepared by the passenger, not required in connection with interim expenses;

5.4.8.4 either (1) full computerised PIR output from a Baggage Tracing System or (2) complete manual Property Irregularity Report together with copies of evidence of adequate tracing action, except when the prorated shares amount to US\$100 or less;

5.4.8.5 evidence of payment to the passenger;

5.4.8.6 a statement showing the prorated share of each

participating airline.

5.4.8.7 Invoice billings to the responsible carrier(s) through the airline clearing house will be sent electronically following the electronic billing process outlined in Article 8 and the IATA Clearing House procedures manual.

5.4.9 If the claim receiving airline uses transportation in lieu of cash to settle the total claim, such airline shall not request proration settlement from any other airline. If the claim receiving airline

uses transportation in lieu of cash to settle a portion of the claim, such airline shall bill the other claim participating airline(s) its prorated share of the amount of the settlement not covered by transportation in lieu of cash.

5.4.10 The profiles contained in [Recommended Practice 1780](#) of typical interline baggage claims, are intended to assist baggage claims personnel in determining how to

prorate an interline claim, thus avoiding disputes between airlines and unnecessary correspondence. The profiles are based on the rules outlined in Articles 3 and 5 of this Agreement.

5.5 In the event that any claim is made or suit is commenced against a party hereto, indemnified as above, such party shall give prompt written notice to the appropriate other party hereto and shall furnish as requested all available communications, legal processes, data, papers, records and other information, material to the resistance or defence of such claim or suit.

## Article 6—Interline Service Charge

### 6.1 RATE OF INTERLINE SERVICE CHARGE

No interline service charge shall be paid by one party to the other for any sale made pursuant to this Agreement except such interline service charges as may be currently authorised by applicable Resolution of IATA or, if no applicable Resolution of IATA is in effect, only such interline service charges as the parties hereto may otherwise agree to. Nothing in this or any other Resolution shall prevent parties from entering into separate bilateral agreements on the payment of interline service charges.

### 6.2 CANCELLATION OR NON-USE

If the carrying airline or the passenger (or purchaser of a ticket, or MCO) for any reason cancels any booking or does not use all or any portion of the transportation specified, neither the issuing airline nor its Agent shall claim or withhold any interline service charge for the sale of transportation so cancelled or unused.

### 6.3 COLLECTED AND PAID-OVER

No interline service charge or other compensation shall be payable to the issuing airline in respect of sums not actually collected and paid-over by it to the carrying airline, as evidenced by MCOs, tickets, or other authorised transportation documents issued by the issuing airline, or with respect to sums which shall be refunded, except as otherwise specifically authorised by the carrying airline.

## Article 7—General

### 7.1 CAPACITY OF ISSUING AIRLINE

On issuing or completing tickets, or MCOs for transportation over the routes of other parties

hereto, the issuing airline shall be deemed to act only as an Agent of the carrying airline(s).

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### 7.2 AGENTS

Any act which a party is authorised or permitted by this Agreement to take may be taken through an Agent of that party.

### 7.3 REPRESENTATIONS

Each party hereto agrees not to make any representations with regard to the tickets, MCOs, or other transportation documents of any other party hereto, or of the flight or journey for which the same shall be sold or issued, except those representations specifically authorised by such other party.

### 7.4 GENERAL AGENTS

Whenever a sale by an issuing airline is made in the territory of a General Agent or General Sales Agent of a carrying airline, the reservation and sale shall be handled in accordance with arrangements made between parties hereto. Each party will advise each other party from time to time of the names and addresses of all General Agents or General Sales Agents of such party located in the area where such other party has an office(s) for the sale of transportation and of the territory for which each General Agent or General Sales Agent holds the General Agency or General Sales Agency.

### 7.5 ASSOCIATE MEMBERS

Where an issuing airline is an Associate Member of IATA, it shall comply with all the provisions of the IATA Resolution(s) covering the sale of air transportation.

### 7.6 NON-IATA AIRLINES

7.6.1 Each non-IATA airline which is a party hereto shall:

7.6.1.1 have an official airline designator established in accordance with [Resolution 762](#) and a three-digit airline code number, both of which shall be assigned by IATA or the Airlines for America (A4A). If at the time of application to become a party to this Agreement, a non-IATA carrier has not been assigned either a designator or code number, such carrier shall request the designator or code number at the same time as making the application to become a party hereto.



The code number assigned to a non-IATA carrier, shall be printed as the first three digits of the document number on all interline accountable passenger traffic documents issued by that carrier;

7.6.1.2 be bound by the provisions of [Resolution 762](#);

7.6.1.3 be bound by the provisions of [Resolution 730](#) and of [Recommended Practice 1720a](#) which apply to accountable passenger traffic;

7.6.1.4 be bound by the provisions of [Resolutions 781](#) and [781a](#).

7.6.2 In the acceptance and carriage of passengers with reduced mobility, each non-IATA carrier based outside the U.S. or Canada, shall adhere to the provisions of [Resolution 700](#).

7.6.3 In the acceptance and carriage of passengers with reduced mobility, each non-IATA carrier based in the U.S. or Canada, should adhere to the provisions of Recommended Practice 1700.

## 7.7 CODE SHARING

If any party advertises, by means of industry accepted methods (including publication in a CRS, internal reservation system, or publicly available timetable), that it is providing transportation, that is instead provided by a non-party to this Agreement, the advertising party shall be bound by the terms of this Agreement, as if it had provided the transportation.

## Article 8—Interline Billing and Settlement

### 8.1 PAYMENT OF TRANSPORTATION CHARGES

Each issuing airline agrees to pay to each carrying airline the transportation charges applicable to the transportation performed by such carrying airline and any additional transportation or non-transportation charges collected by the issuing airline for the payment of which the carrying airline is responsible, in accordance with applicable regulations and current clearance procedures of the IATA Clearing House, unless otherwise agreed by the issuing airline and the carrying airline.

### 8.2 BILLING AND SETTLEMENT

8.2.1 Billing of amounts payable pursuant to the Agreement shall be in accordance with the rules contained in the IATA Revenue Accounting Manual as amended from time to time.

8.2.2 Unless otherwise agreed settlements of amounts payable pursuant to this Agreement between parties that are members of the IATA Clearing House shall be in accordance with the Manual of Regulations and Procedures of the IATA Clearing House.

8.2.3 Except as may otherwise be provided in other agreements, rules or regulations, the right to payment hereunder arises at the time such services are rendered by a party hereto or its agent.

8.2.4 Except as provided in 8.2.5, settlements of transactions arising under the terms of this

Agreement involving one or more parties that are not members of the IATA Clearing House shall be in accordance with the following procedures:

8.2.4.1 settlements shall be made monthly;

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8.2.4.2 each party shall issue a monthly statement of invoices and credit notes rendered by it. The monthly statements shall be dispatched promptly but in any case not later than the 15th day of the month following that of the billing month, e.g. for billing month January, not later than the 15th of February;

8.2.4.3 settlement shall be effected promptly after the monthly statements are exchanged by offset of balances and cash payment of the net balance in the national currency of the net creditor.

8.2.5 Parties may expressly agree to settle transactions in a manner other than the procedure described in 8.2.4.1–8.2.4.3.

### Article 9—Arbitration

Any dispute 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 procedures set forth below and if necessary, judgement on the award rendered may be entered in any court having jurisdiction thereof.

9.1 If the parties agree to the appointment of a single arbitrator, the arbitral tribunal shall consist of him alone. The arbitrator may be appointed either directly by the parties or, at their request, by the IATA Director General.

9.2 If they do not so agree, the arbitral tribunal shall consist of three arbitrators appointed as hereinafter provided; if there are only two parties involved in the dispute each party shall appoint one of the three arbitrators; should either party fail to appoint his arbitrator such appointment shall be made by the IATA Director General. Should more than two parties be involved in the dispute they shall jointly agree on the appointment of two of the arbitrators; failing unanimous agreement thereon, such appointment shall be made by the IATA Director General. The two arbitrators appointed in the manner provided above shall appoint the third arbitrator, who shall act as chair man. Should they fail to agree on the appointment of the third arbitrator, such appointment shall be made by the Director General.

9.3 The IATA Director General may, at the request of any party concerned, fix any time limit he

finds appropriate within which the parties, or the arbitrators appointed by the parties, shall constitute the arbitral tribunal. Upon expiration of this time limit, the IATA Director General shall take the action prescribed in the preceding Paragraph to constitute the tribunal.

9.4 When the arbitral tribunal consists of three arbitrators, its decision shall be given by a majority vote.

9.5 The arbitral tribunal shall settle its own procedure and if necessary shall decide the law to be applied. The award shall include a direction concerning allocation of costs and expenses of and incidental to the arbitration (including arbitrator fees).

9.6 The award shall be final and conclusively binding upon the parties.

## Article 10—Administrative Provisions

### 10.1 TERMINATION OF PRIOR AGREEMENTS

This Agreement supersedes all previous interline traffic agreements pertaining to transportation of passengers and/or baggage between and among the parties hereto.

### 10.2 APPLICATION TO BECOME A PARTY HERETO

10.2.1 Any airline desiring to become a party to this Agreement shall make written application to IATA's Head, Interline & Intermodal Policy Services by completing the application form shown in Appendix 'A' (published separately). The IATA Head, Interline & Intermodal Policy shall mail to each party hereto a copy of such application on the first day of the month subsequent to the date on which the written application is received.

10.2.2 Each party desiring to participate with the applicant in the Agreement, shall send its concurrence to the IATA Head, Interline & Intermodal Policy, with a copy to the applicant.

10.2.3 Thirty (30) days after the date of the first notice, the IATA Head, Interline & Intermodal Policy shall mail to each party and the applicant, a second notice stating which parties have concurred with the applicant. On the thirtieth (30th) day after the date of such second notice, the applicant shall become a party, and this Agreement shall become binding between the applicant and all parties which have concurred with the applicant.

10.2.4 Any additional concurrences received after the mailing of the second notice, will be circulated to each party hereto by the IATA Head, Interline & Intermodal Policy on the first day of the month subsequent to the date on which the concurrences were received. On the thirtieth (30th) day after the date of the notice of additional concurrences, this Agreement shall become binding between the applicant and the additional parties which have concurred with the applicant. A party to this Agreement (for the purpose of this provision to be known as a "later party") cannot concur with another party (for the purpose of this provision to be known as an "earlier party") which became party to the Agreement prior to the later party. However, an earlier party can concur with a later party at any time, and a copy of such concurrence which is sent to the IATA Head, Interline & Intermodal Policy shall also be sent by the earlier party to the later

party.

10.2.5 The concurrence procedures outlined above may be expedited in the following manner. The earlier party shall notify the later party of its intent to concur on an expedited basis, by teletype message with a copy to the IATA Head, Interline & Intermodal Policy. If no objection is received from the later party the concurrence shall be deemed to be effective ten (10) days after the dispatch of the teletype message. The IATA Head, Interline & Intermodal Policy will circulate a list of expedited concurrences in the regular transmittals.

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10.4.1

### Withdrawal by Thirty Day Notice

10.4.1.1 A party hereto either with respect to all the parties or with respect to a designated party, by giving thirty (30) days written notice of such withdrawal to the designated party and to the IATA Head, Interline & Intermodal Policy who shall forthwith circulate such information to all the parties hereto; in the latter alternative the agreement shall continue in force between the party giving such notice and all parties hereto except such designated party.

10.4.1.2 A party hereto that ceases to operate scheduled services for thirty (30) or more days (other than due to a strike) shall be deemed to have withdrawn from this Agreement with respect to all other parties hereto, effective thirty (30) days after written notice of such cessation is circulated by the IATA Head, Interline & Intermodal Policy to all parties hereto.

10.4.1.3 In the event a party hereto or the IATA Secretariat has reason to believe that a party hereto has ceased to operate scheduled services for thirty (30) days or more (other than due to a strike), IATA Head, Interline & Intermodal Policy may, by registered letter, request such party to confirm that it is still operating scheduled

A party hereto may withdraw from this Agree-

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10.2.6 Each year on the anniversary date of a non-IATA airline becoming a party to the agreement, the IATA Head, Interline & Intermodal Policy shall dispatch by registered mail to such non-IATA party, the Annual Review Form contained in Appendix ‘B’ (published separately). If the party advises that it is no longer operating scheduled services, or it does not return

the form within thirty (30) days of mailing, the IATA Head, Interline & Intermodal Policy shall have the party withdrawn from the agreement under the provisions of 10.4.1.4.

### 10.3 AMENDMENTS TO THE AGREEMENT

10.3.1 Thirty (30) days prior to the effective date of any amendment to this Agreement adopted by an IATA Traffic Conference, the IATA Head, Interline & Intermodal Policy shall mail to all parties hereto, the text and effective date of the amendment by registered airmail. Each non-IATA party hereto shall then, in writing to the IATA Head, Interline & Intermodal Policy concur in or dissent from such amendment. If no reply is received from a party by the thirtieth (30th) day from the day of mailing, such party shall be deemed to have concurred in the amendment. Any party dissenting from the amendment shall be deemed to have withdrawn from the agreement on the date the amendment becomes effective. Immediately after the 30th day from the date of mailing, the IATA Head, Interline & Intermodal Policy shall notify all parties hereto of any parties dissenting from the amendment.

10.3.2 Upon the effective date of the amendment, the latter shall become binding between all parties that have concurred in the amendments as above provided.

### 10.4 WITHDRAWAL FROM THE AGREEMENT

services. No more than sixty (60) days after dispatch of such registered letter the IATA Head, Interline & Inter-modal Policy shall circulate any reply received. If such reply is negative or if no reply is received the party(ies) shall be deemed to have withdrawn from this Agreement with respect to all other parties hereto effective upon expiration of sixty (60) days as specified above.

10.4.1.4 In the event a non-IATA Airline which is a party to this Agreement does not return the Annual Review Form as provided in 10.2.6 such party shall be deemed to have withdrawn from the Agreement with respect to all other parties hereto effective upon expiration of sixty (60) days of mailing.

#### 10.4.2 Withdrawal with Immediate Effect

10.4.2.1 Notwithstanding 10.4.1, if any party hereto becomes insolvent, suspends payments or fails to meet its contractual obligations, or has become involved, voluntarily or involuntarily, in proceedings declaring or to declare it bankrupt or for commercial, operational or other reason(s), any other party hereto may by written notice to such party, with immediate effectiveness, withdraw from this Agreement with respect to the party notified. The notice may specify the reasons for withdrawal and a copy shall simultaneously be sent to the IATA Head, Interline & Intermodal Policy, who shall circulate such notice (including the specific reasons stated therein) to all the parties hereto. Any other party may thereafter advise the IATA Head, Interline & Intermodal Policy in writing of its withdrawal with respect to the party notified, effective immediately. The IATA Head, Interline & Intermodal Policy shall circulate this information to all parties.

10.4.2.2 Notwithstanding 10.4.1, if any party ceases to operate all of its scheduled services (other than due to a strike) any other party hereto may submit to such party written notice of

withdrawal, with immediate effectiveness, from the agreement with respect to such party; in that event, such other party shall simultaneously submit details of such withdrawal to the IATA Head, Interline & Intermodal Policy, who shall circulate such information to all parties hereto.

### 10.4.3 Prior Obligations

Such withdrawal does not relieve any of the parties from obligations or liabilities incurred hereunder before the date of effectiveness of such withdrawal.

## 10.5 ANNUAL FEE

10.5.1 Non-IATA airlines party hereto agree to pay an annual subscription fee in an amount to be determined by the IATA Head, Interline & Intermodal Policy. This amount is to cover administrative expenses and one copy of the following (plus amendments thereto) and any other IATA publications as may be determined by the IATA Head, Interline & Intermodal Policy:

IATA Multilateral Interline Traffic Agreements Manual;

IATA Passenger and/or Cargo Services Conference Resolutions Manual;

IATA Airline Coding Directory;



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10.5.2 Failure to pay such fee within three (3) months of billing shall be deemed a withdrawal of such non-IATA airline from this Agreement, effective thirty (30) days after notice thereof by the IATA Head, Interline & Intermodal Policy.

## 10.6 EXECUTION HEREOF

10.6.1 This Agreement may be executed in any number of counterparts, all of which shall be taken to constitute one original instrument. Such counterparts shall be deposited with the IATA Head, Interline & Intermodal Policy.

10.6.2 Notwithstanding any other provision the adoption and effectiveness of [Resolution 780](#), being essentially a consolidated version of prior Resolutions 850 (as to passenger) and Resolution 850a, shall in no event be deemed to change, alter or vary in any way the existing contractual relationships of the parties thereto which shall continue in full force and effect, nor shall such adoption or effectiveness be in any way construed to require re- execution or reconcurrence by existing parties thereto.

..... (Name of Airline)

By ..... (Signature)

..... (Typed or Printed Name of Signer)

..... (Title or Capacity)

..... (Witness)

..... (Date)

## RESOLUTION 780a

### FORM OF INTERLINE BAGGAGE HANDLING AGREEMENT TO/FROM MEMBERS' CHARTER/SCHEDULED FLIGHTS

PSC(01)780a

RESOLVED that:

Expiry: Indefinite Type: B

Where Members of IATA desire to through-check baggage between their scheduled and their charter flights, the “Interline Baggage Handling Agreement—To/From Members' Charter/Scheduled Flights” set forth in Attachment ‘A’ hereto shall be used by those Members who have concurred in such Agreement.

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## Resolution 780a—Attachment ‘A’

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### RESOLUTION 780a Attachment ‘A’

#### INTERLINE BAGGAGE HANDLING AGREEMENT—TO/FROM MEMBERS' CHARTER/SCHEDULED FLIGHTS

WHEREAS, the parties hereto, being Members of IATA operate scheduled and charter air transportation services and desire to enter into arrangements under which each will through-check baggage over the routes of the others from scheduled to charter air transportation, or vice versa.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained the parties agree to accept and transport over their services all interline baggage as hereinafter

provided, except as may be prohibited by applicable tariffs.

## Article 1—Definitions

1.1 “BAGGAGE” means the property of a passenger carried in connection with the trip for which the passenger has purchased a ticket and checked-in in accordance with applicable tariffs.

1.2 “BAGGAGE CHECK” means those portions of the ticket which provide for the carriage of the passenger's checked baggage and which are issued by carrier as a receipt for passenger's checked baggage.

1.3 “DELIVERING CARRIER” means the carrier delivering the baggage at the interline connecting point.

1.4 “INTERLINE BAGGAGE” means checked baggage to be transported over the flights of two or more parties hereto under tickets issued by the parties hereto.

1.5 “INTERLINE BAGGAGE TAG” means the tag pre- scribed by IATA [Resolution 740](#) for interline use and issued by the originating carrier for the identification of through interline checked baggage.

1.6 “ORIGINATING CARRIER” means the carrier check- ing the baggage.

1.7 “RECEIVING CARRIER” means the carrier receiving the baggage at an interline connecting point.

1.8 “IATA” means International Air Transportation Association.

## Article 2—General

2.1 Where a passenger's continuous journey with con- necting reservations on two or more parties' flights involves transportation on a party's charter flight, the following procedures shall be used for the interline carriage of such passenger's baggage.

2.1.1 A connection between a scheduled flight and a charter flight, or vice versa, shall be deemed to exist when:

2.1.1.1 the delivering flight is scheduled to arrive at the connecting point and the receiving flight is scheduled to depart from the connecting point on the same day; or

2.1.1.2 there is only a relatively short period of time between the arrival of the delivering flight late on one day and the departure of the receiving flight early on the following day.

2.1.2 Provided:

2.1.2.1 that the passenger does not wish to take pos- session of his baggage at the connecting point;



2.1.2.2 that a transfer from one airport to another airport at the connecting point is not required, except where inter-airport baggage transfer arrangements are in effect;

2.1.2.3 that minimum connecting time intervals established for the connecting point in accordance with IATA [Resolution 765](#) are observed; and

2.1.2.4 that live animals shall not be checked as inter-line baggage in accordance with the subsequent paragraphs unless the onward carrying Member(s) have confirmed acceptance of the animals as interline baggage at the time the reservation is made and provided the animal is in a crate or container conforming to the IATA Live Animals Regulations.

## Article 3—Provisions

3.1 When baggage is being accepted for transportation by the originating carrier, the passenger must present:

3.1.1 a ticket, charter ticket, charter pass or any other kind of document confirming a reservation on a party's charter flight including flight number, place and time of departure, and destination of such charter flight;

3.1.2 a Passenger Ticket and Baggage Check covering transportation with entries of confirmed or requested reservation on a party's scheduled flight.

3.2 The originating Member will collect any applicable excess baggage charges and issue an excess baggage ticket, as provided in Article 3 of the IATA Multilateral Interline Traffic Agreement—Passenger, in respect of the part of the passenger's continuous journey over which the passenger holds reservation(s) on scheduled flight(s). If after commencement of journey, the passenger increases the amount of his baggage, it shall be the duty of the Member at the point where the increase occurs to issue an excess baggage ticket for such increase and collect the additional charges.

3.3 The originating carrier will pay to the receiving carrier(s) all excess baggage charges collected by the originating carrier applicable to the carriage of the passenger's excess baggage on the receiving carriers' flights.

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3.4 Where a passenger declares value for baggage in excess of the applicable liability limits such baggage will not be checked beyond the lines of the originating carrier, unless otherwise agreed between the parties concerned.

3.5 Whenever interline baggage transfer is to take place to or from a charter flight at an airport not on the scheduled routes of the party operating the charter, advance arrangements must be made between the parties involved. If advance arrangements have not been made, the baggage cannot be checked interline between the parties involved.

3.6 In transferring interline baggage, it shall be the responsibility of the delivering carrier, but without incurring any liability for loss of revenue in cases of missed connections, to deliver such baggage to the receiving carrier, at such location and hours to be agreed upon in writing by the parties concerned.

## Article 4—Procedures

4.1 The originating carrier, prior to transportation on its services will:

4.1.1 ensure that suitcases, containers, valises, trunks, etc., presented for checking are adequately closed, tied, taped, or otherwise secured, to permit safe carriage with ordinary care;

4.1.2 issue for each piece of checked baggage an interline baggage tag;

4.1.3 indicate as the destination on the interline baggage tag:

. 4.1.3.1 the first stopover point, or

. 4.1.3.2 the point to which excess baggage charges have

been collected on scheduled flights; provided that when transportation over the last sector of passenger's continuous journey is by charter flight and excess baggage charges due have been collected to the point where the charter flight commences, the destination on the interline baggage tag shall be identical to the passenger's destination on such charter flight, or

4.1.3.3 a connecting point where transfer from one airport to another is necessary and where the passenger is required to take possession of his baggage, except as listed in IATA Baggage Information bulletins,

4.1.3.4 the destination specified on the Passenger Ticket and Baggage Check covering the scheduled flight(s) or on the ticket covering the charter flight on which transportation has been confirmed or has already been requested,

whichever occurs first;

4.1.4 enter in the appropriate places of each flight coupon of the appropriate ticket and baggage checks covering transportation to the point to which baggage has been checked in accordance with 4.1.3, the number of pieces and, when applicable, the weight and/or the number of excess charges, of baggage to be transported as checked baggage for the passenger.

## Article 5—Delivery and Misrouting

5.1 If the passenger takes delivery of his baggage at a place other than one mentioned in 4.1.2, on

resumption of the journey, the receiving carrier at such point will re-check the baggage as provided in 4.1, as though such passenger were commencing his journey at such place.

5.2 Where mishandled baggage, which fails to accompany an interline passenger, is subsequently found, the procedures contained in [Resolution 743a](#) and [Recommended Practice 1743a](#) shall be followed.

5.3 In the event of loss of, damage to or delay in the delivery of baggage, the carrier responsible, whether through improper tagging, checking, routing, or from any other cause, shall hold harmless and indemnify all other parties that participated in the carriage of the baggage from all claims, costs and expenses arising from the loss, damage or delay; provided that when it is not known which party is responsible, each party that participated in the carriage of the passenger shall share in the claims, costs and expenses in the same proportion as its revenue from the transportation of the passenger bears to the total revenue received by all parties; provided further that any party which establishes that it was not responsible for the loss, damage or delay, shall not be obliged to share in any such claim, cost or expense.

5.4 A party receiving a baggage claim and having participated in the carriage of the passenger, will process the claim to a conclusion, prorating the settlement in accordance with 5.4 of [Resolution 780](#).

## Article 6—Administrative Provisions

### 6.1 TERMINATION OF PRIOR AGREEMENTS

This Agreement supersedes all previous interline traffic agreements covering transportation of through-checked baggage between parties charter and scheduled flights.

### 6.2 APPLICATION TO BECOME A PARTY

6.2.1 Any IATA Member desiring to become a party to this Agreement shall make written application to IATA's Head, Interline & Intermodal Policy, who shall mail to each party a notice of such application on the first day of February, April, June, August, October or December, whichever is immediately subsequent to the date on which the written application is received.

6.2.2 Each party shall then in writing to the IATA Head, Interline & Intermodal Policy concur with such application.

6.2.3 Upon execution of a counterpart hereof by the applicant, the IATA Head, Interline & Intermodal Policy shall, on the first day of the month above named which is immediately subsequent to the date of notification, mail to each of the parties and to the applicant, a second notice stating which parties have concurred with such application. Thirty days after the date of mailing such letter



notice, this Agreement shall become binding between the applicant and all of the parties who have concurred with such application.

6.2.4 Any additional concurrences received after the date of second notification shall be circulated by the IATA's Head, Interline & Intermodal Policy on the first day of February, April, June, August, October or December, whichever date is immediately subsequent to the date on which the concurrence was received. Thirty days after such date of circulation by the IATA Head, Interline & Intermodal Policy this Agreement shall become binding between the concurring parties.

such party, with immediate effectiveness, withdraw from this Agreement with respect to the party notified. The notice may specify the reasons for withdrawal and a copy shall simultaneously be sent to the IATA's Head, Interline & Intermodal Policy, who shall circulate such notice (including the specific reasons stated therein) to all the parties hereto. Any other party may thereafter advise the IATA Head, Interline & Intermodal Policy in writing of its withdrawal with respect to the party notified, effective immediately. The IATA Head, Interline & Intermodal Policy shall circulate this information to all parties.

6.4.2.2 Notwithstanding 6.4.1.2, if any party ceases to operate all of its scheduled services (other than due to a strike) any other party may submit to such party written notice of withdrawal, with immediate effectiveness, from the agreement with respect to such party; in that event, such other party shall simultaneously submit details of such withdrawal to the IATA Head, Interline & Intermodal Policy Services, who shall circulate such information to all parties.

### 6.4.3 Prior Obligations

Such withdrawal does not relieve any of the parties from obligations or liabilities incurred hereunder before the date of effectiveness of such withdrawal.

## 6.5 EXECUTION HEREOF

This Agreement may be executed in any number of counterparts, all of which shall be taken to constitute one original instrument. Such counterpart shall be deposited with the IATA's Head, Interline & Intermodal Policy.

..... (Name of Airline)

By ..... (Signature)

..... (Typed or Printed Name of Signer)

..... (Title or Capacity)

..... (Witness)

..... (Date)

## 6.3

### AMENDMENTS TO AGREEMENT

6.3.1 amendment to this Agreement adopted by the IATA Passenger Services Conference, the IATA Head, Interline & Intermodal Policy shall mail to all parties, the text and effective date of the amendment by registered airmail. If no reply is received from a party by the 30th day from the date of mailing, such party shall be deemed to have concurred with the amendment. Any party dissenting from the amendment shall be deemed to have withdrawn from the agreement on the date the amendment becomes effective. Immediately after the 30th day from the date of mailing, the IATA Head, Interline & Intermodal Policy shall notify all parties of any parties dissenting from the amendment.

6.3.2 Upon the effective date, the amendment shall become binding between all parties.

Thirty (30) days prior to the effective date of any

## 6.4

### 6.4.1

6.4.1.1 with respect to all parties or with respect to a designated party, by giving thirty (30) days written notice of such withdrawal to the designated party and to the IATA Head, Interline & Intermodal Policy who shall forthwith circulate such information to all the parties; in the latter alternative the agreement shall continue in force between the party giving such notice and all parties except such designated party.

6.4.1.2 A party that ceases to operate scheduled services for thirty (30) or more days (other than due to a strike) shall be deemed to have withdrawn from this Agreement with respect to all other parties, effective thirty (30) days after written notice of such cessation is circulated by the IATA Head, Interline & Intermodal Policy to all parties.

### 6.4.2 Withdrawal with Immediate Effect

6.4.2.1 Notwithstanding 6.4.1, if any party hereto becomes insolvent, suspends payments or fails to meet its contractual obligations, or has become involved, voluntarily or involuntarily, in proceedings declaring or to declare it bankrupt or for commercial, operational or other reason(s), any other party hereto may by written notice to

## WITHDRAWAL FROM AGREEMENT Withdrawal by Thirty Days Notice

A party may withdraw from this agreement either

## Resolution 780a—Attachment ‘A’

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PSC(13)780b

RESOLVED that:

Expiry: Indefinite Type: A

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### RESOLUTION 780b

#### PASSENGER INTERLINE SERVICE CHARGE

### RESOLUTION 780c

#### PASSENGER INTERLINE SERVICE CHARGE FOR NON-IATA CARRIERS

PSC(13)780c Expiry: Indefinite Type: A

RESOLVED that:

1. Where an interline agreement exists between a Member and a non-IATA carrier, the issuing carrier will be entitled to assess the transporting carrier(s) a service charge not in excess of 9% of the transportation charges applicable to the transportation, as compensation for expenses incurred by the issuing carrier in selling, handling, servicing and processing such interline traffic. Nothing in this or any other Resolution shall prevent Members from entering into separate bilateral agreements on the payment of interline service charges.

2. No interline service charge is payable on the following:

2.1 Universal Credit Card Charge Forms;

2.2 any sum refunded;

2.3 non-agency teletype tickets stock, issued in the USA/Canada, on which the billing airline's numeric code appears in the validation block as the transmitting airline;

2.4 exchange orders/miscellaneous charges orders where the air transportation for which they have been issued is not specifically described therein;

2.5 mail or excess baggage charges;

2.6 where a fare resolution or tariff specifically excludes the payment or the applicability of an interline service charge.

1. Where an interline agreement exists between two or more Members, the issuing carrier will be entitled to assess the transporting carrier(s) a service charge equal to 9% of the transportation charges applicable to the transportation, as compensation for expenses incurred by the issuing carrier in selling, handling, servicing and processing such interline traffic. Nothing in this or any other Resolution shall prevent Members from entering into separate bilateral agreements on the payment of interline service charges.

2. No interline service charge is payable on the following:

. 2.1 Universal Credit Card Charge Forms;

. 2.2 any sum refunded;

2.3 non-agency teletype tickets stock, issued in the USA/Canada, on which the billing airline's numeric code appears in the validation block as the transmitting airline;

2.4 exchange orders/miscellaneous charges orders where the air transportation for which they have been issued is not specifically described therein;

. 2.5 mail or excess baggage charges;

. 2.6 where a fare resolution or tariff specifically excludes

the payment or the applicability of an interline service charge.

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**RESOLUTION 780d**

**PASSENGER INTERLINE SERVICE CHARGE—UNITED STATES**

**RESOLUTION 780d Attachment 'A'**

**IATA MULTILATERAL AGREEMENT FOR PASSENGER  
INTERLINE SERVICE CHARGE—UNITED STATES**

WHEREAS the parties hereto mutually desire to agree upon the terms and conditions relating to

the interline settlement of revenues derived from international passenger transportation.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

## 1. SCOPE

This Agreement shall apply to the settlement between the parties of traffic documents providing for international air transportation sold in the United States of America (USA) and U.S. territories.

## 2. PARTIES

### 2.1 Eligibility

Any airline operating scheduled air transportation services which is a party to the IATA Multilateral Interline Traffic Agreement—Passenger may become a party to this Agreement.

### 2.2 Procedures

2.2.1 Any airline eligible to become a party to this Agreement may do so by depositing a duly executed copy thereof with the IATA Head, Interline & Intermodal Policy, International Air Transport Association (IATA).

2.2.2 Promptly upon receipt of such duly executed Agreement, IATA's Head, Interline & Intermodal Policy shall notify all other parties of the receipt thereof and the date upon which the party shall be bound by this Agreement.

### 2.3 Effectiveness

This Agreement shall become effective as between a party which has executed a counterpart hereof and all other parties on the first day of the month following notification by the IATA's Head, Interline & Intermodal Policy. However, any party joining the Agreement may specify that the Agreement shall be effective as to such party on the first day of a subsequent month.

## 3. INTERLINE SETTLEMENT

3.1 The issuing carrier will be entitled to assess the transporting carrier(s) a service charge equal to 9% of the transportation charges applicable to the transportation, as compensation for expenses incurred by the issuing carrier

PSC(05)780d

RESOLVED that:

Expiry: Indefinite Type: A

Whereas certain carriers which are parties to the IATA Multilateral Interline Traffic



Agreement—Passenger desire to establish a standard level of passenger interline service charge for interline sales made in the United States of America (USA) and U.S. territories, rather than establish a passenger interline service charge for such sales on a bilateral basis, the IATA Multilateral Agreement for Passenger Interline Service Charge—United States as set forth in Attachment ‘A’ hereto is adopted.

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## Resolution 780d—Attachment ‘A’



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in selling, handling, servicing and processing such inter- line traffic.

3.2 No interline service charge is payable on the following:

. 3.2.1 Universal Credit Card Charge Forms;

. 3.2.2 any sum refunded;

3.2.3 non-agency teletype tickets stock, issued in the USA/Canada, on which the billing airline's numeric code appears in the validation block as the transmitting airline;

3.2.4 exchange orders/miscellaneous charges orders where the air transportation for which they have been issued is not specifically described therein;

3.2.5 mail or excess baggage charges;

3.2.6 where a fare resolution or tariff specifically excludes the payment or the applicability of an interline service charge.

#### 4. OTHER AGREEMENTS PERMITTED

Nothing herein shall preclude any party from establishing an interline service charge applicable to interline settle- ment of traffic documents sold in the USA and U.S. territories with another party, or with any other carrier not a party hereto, by mutual agreement at the same or a different level from that specified herein.

#### 5. WITHDRAWAL BY A PARTY

Any party may terminate this Agreement as between itself and all other parties by notifying the

IATA Head, Interline & Intermodal Policy of its intention to do so. The IATA's Head, Interline & Intermodal Policy shall notify all other parties promptly upon receipt thereof. Such withdrawal shall be effective on the first day of the month following notification of withdrawal by the IATA Head, Interline & Intermodal Policy. However, the withdrawing party may specify that its withdrawal shall be effective on the first day of a subsequent month.

## 6. EXECUTION

This Agreement may be executed in any number of counterparts, all of which shall be taken to constitute one original instrument. Such counterparts shall be deposited with the IATA Head, Interline & Intermodal Policy as set forth herein.

..... (Name of Airline)

By ..... (Signature)

..... (Typed or Printed Name of Signer)

..... (Title or Capacity)

..... (Witness)

..... (Date)