

- 11.5 The obligation imposed by an Airport pursuant to this MOA upon Signatory Air Carriers to collect and remit an AIF will not apply to infants under two years of age for whom no ticket was purchased (even though a no cost ticket may have been issued in the name of the infant).
- 11.6 The obligation imposed by an Airport pursuant to this MOA upon Signatory Air Carriers to collect and remit an AIF will not apply to customers travelling on passes or other travel documents with discount codes ID/IN. However, customers travelling on frequent flier mileage redemption programs or promotional tickets (such as two for one tickets) do not qualify as ID passengers within the meaning of this Section 11.6. Signatory Air Carriers agree to make reasonable efforts to refine the technical data necessary to limit exemptions to infants (IN) and airline employees travelling on business. Toward this end, Signatory Air Carriers agree to report on progress towards limiting inadvertent exemptions at a time not later than one year after the signing of this agreement after which time the Parties shall enter into consultations regarding alternative means of limiting exemptions.
- 11.7 Regardless of which air carrier sells a ticket to a DEPAX passenger or whose designator code is on the passenger's ticket, the air carrier on whom the DEPAX passenger actually travels shall be the Party responsible for the collection and remittance of the AIF for that DEPAX passenger.

**12.0 Non-Discriminatory Charges to Signatory and Non-Signatory Air Carriers or Their Passengers**

12.1 An Airport shall not grant access to any of its terminal buildings on any less favourable terms and conditions to Signatory Air Carriers and their passengers having regard to the AIF charges remitted and paid by such persons than are provided to non-Signatory Air Carriers and their passengers. An Airport shall achieve such equalized treatment through or by way of reasonably equivalent charges. Airports shall provide to ATAC and the Signatory Air Carriers, annually, the report of an independent, external auditor certifying that that nothing has come to the attention of the auditor to indicate the Airport is not in compliance with this section.

12.2 Except with respect to the Memorandum of Agreement between ATAC, the Calgary Airport Authority, the Winnipeg Airport Authority and the Kelowna Airport Authority and various air carriers dated September 23, 1997, as amended, and with respect to any Multi-terminal Airports, Signatory Air Carriers will not enter into an agreement concerning the collection of an AIF with a Canadian national airport on more favourable terms than those extended to Airports in Articles 8, 9, 11, 13 and 35 of this MOA.

**13.0 Air Carrier Consultation Process**

13.1 Signatory Air Carriers may be obligated to collect and remit an AIF pursuant to this MOA only after the Air Carrier Consultation Process has been completed in accordance herewith. This consultation process must be conducted, *inter alia*, in accordance with Article 3 and shall include the following requirements:

- (a) When an Airport has decided to implement an AIF and wants the assistance of Signatory Air Carriers in collecting and remitting such AIF pursuant to this MOA, that Airport shall prepare and forward to the Chair and each member of the Airport's

ACC and to ATAC, a Program proposal and business plan setting out full details of and a rationale for the Program and notification to ATAC and to each Signatory Air Carrier of such proposal and business plan having been delivered. The proposal should include:

- (i) the cost, scope of work and construction period of each project within the Program;
  - (ii) the initial implementation date of the AIF, the initial amount of the AIF (which cannot be increased until 365 days after the AIF collection commencement date at the particular Airport) and a plan which sets out the anticipated AIF level and AIF revenue over the period required to recover the costs of the Program or extinguish the underlying debt incurred to finance the Program; and
  - (iii) the forecasts of traffic demand underlying the rationale for the Program.
- (b) After the delivery of the notice and information contemplated by Subsection 13.1(a):
- (i) an Airport may obtain the assistance of Signatory Air Carriers in collecting and remitting an initial Interim AIF limited to a maximum of C\$5 per DEPAX passenger, provided that Airport provides at least 90 days written notice to Signatory Air Carriers. The Interim AIF shall be collected for a term of one year, unless that Airport and the MII as determined in accordance with Section 3.3 agree to an extension. Notwithstanding any other provision of this MOA, the amount of the Interim AIF set out above shall not be subject to change by that Airport during this period; or, alternatively

- (ii) After the delivery of the notice and information contemplated by Subsection 13.1(a) but prior to completion of the consultative process contemplated by Section 13, should both the Airport and the MII as determined in accordance with Section 3.3 of the Signatory Air Carriers to the MOA on the ACC agree that it is desirable, an Airport may obtain the assistance of Signatory Air Carriers in collecting and remitting a conditional AIF in an amount agreed upon by the Airport and the MII as determined in accordance with Section 3.3 for a time period and upon any other conditions so agreed upon by the Airport and the MII as determined in accordance with Section 3.3, provided the Signatory Air Carriers receive at least 90 days prior written notice of the AIF collection commencement date (the "Preliminary AIF"). This Preliminary AIF shall be in effect for not less than 365 days from its commencement. Notwithstanding any provisions in this MOA to the contrary, the amount of the Preliminary AIF shall not be subject to any increases by that Airport. The MII as determined in accordance with Section 3.3 shall have the right to discontinue collection of the Preliminary AIF by giving 90 days notice on or after 365 days from the AIF collection commencement date if, in its view, the consultation process has not proceeded satisfactorily, or if it continues to oppose a Program proposal. The Airport shall not be entitled to require the collection and remittance of an AIF pursuant to both sections 13.1(b)(i) and 13.1(b)(ii) during the same time period and in the event the Airport proceeds with a Preliminary AIF, the Signatory Air Carriers shall not be required to collect or remit an AIF pursuant to section

13.1(b)(i) after the AIF collection commencement date for the Preliminary AIF.

- (c) The ACC shall have up to 180 days ("Phase One") to consider and discuss the Program and to request such other information as the ACC may, acting reasonably, require and request from the Airport in order to evaluate the Program with the Airport's officials. The Chair of the ACC will advise the Airport within 180 days of either its concurrence, its disagreement or its concurrence with exceptions to the Program submitted. The Signatory Air Carriers at that Airport shall arrive at its decision via an MII vote in accordance with Section 3.3. If there is concurrence with the Program, the Airport may, subject to this MOA, implement the AIF charging mechanism pursuant to Subsection 13.1(g)(i). If the Chair of the ACC does not advise the Airport in writing of the Phase One decision within 180 days of receiving the Program proposal, the Program is deemed to have concurrence. If the Airport's Program is not the subject of concurrence, the Chairman of the ACC or any Signatory Air Carrier will advise the Airport of the result of the vote of the Signatory Air Carriers. In the event that the Signatory Air Carriers at that Airport disagree or concur with the Program with exceptions and the Airport continues to want the assistance of Signatory Air Carriers in collecting and remitting an AIF pursuant to this MOA, the consultation process outlined below will continue with respect to those individual projects for which an exception was noted.
  
- (d) In the event that either the Signatory Air Carriers at that Airport disagree with or the Signatory Air Carriers at that Airport concur with exceptions to the Program in Phase One of the consultation process and the Airport continues to want the assistance of Signatory Air Carriers in collecting and remitting an AIF pursuant to this MOA, then, commencing on the date written notice is given under Subsection 13(1)(c), a one month consultation process ("Phase Two") will occur between the Airport's CEO and the CEO(s) (or their designates) of the Signatory Air Carriers forming the MII which

disagreed with the Program. Any agreement reached in Phase Two will be confirmed to the Airport in writing through the Chairman of the ACC or any Signatory Air Carrier, following ratification by the MII but within 15 days of the end of Phase Two.

- (e) In the event that no agreement is reached during Phase Two and the Airport continues to want the assistance of Signatory Air Carriers in collecting and remitting an AIF pursuant to this MOA, the Signatory Air Carriers forming the MII under Subsection 13.1(c) may, within 60 days, commencing at the conclusion of Phase Two (“Phase Three”), make an alternative proposal through the Signatory Air Carriers at that Airport provided that in the opinion of Signatory Air Carriers forming the MII under Subsection 13.1(c), the alternative proposal addresses all of the legitimate expansion requirements of the Airport over the term of the Program proposed by the Airport. The Airport will advise the Chairman of the ACC and all Signatory Air Carriers at that Airport in writing within 30 days of the conclusion of Phase Three whether it accepts or rejects the alternative proposal. If the Airport accepts the alternative proposal, the Airport may implement an AIF pursuant to Subsection 13.1(g)(i) of this MOA.
- (f) Should the Airport reject the alternative proposal made during Phase Three or if no alternative proposal is made, the Airport may, 24 months following the date upon which the Airport has provided to the Signatory Air Carriers at that Airport an Offer to Finance the proposed Program, conditional or otherwise, from a bona fide lender, group or syndicate of lenders, increase or initiate an AIF to be collected and remitted by Signatory Air Carriers, subject to the notification provisions of Subsection 13.1(g)(ii) of this MOA.
- (g) (i) Except as otherwise provided in Schedule F, following completion of the Air Carrier Consultation Process set out above, the Airport will advise each Signatory Air Carrier, in writing, at least 90 days prior to the collection

commencement date of the AIF, of the level of the AIF and the collection commencement date. The level of the AIF on the initial collection commencement date must be no greater than the level which was identified in the Airport's Program submission.

- (ii) Subsequent to the initial collection commencement date, in respect of an AIF implemented pursuant to Paragraph 13.1(g)(i) and subject to Subsection 13.1(h), an Airport may change the level of the AIF, subject to a minimum 90 days prior written notice to Signatory Air Carriers, (although the Airport shall endeavour to provide greater than 90 days notice where possible) provided that any such increase shall only apply to DEPAX passengers who purchase their tickets 60 days or more after the Signatory Air Carriers receive this written notice and are travelling on or after the effective date of such increase.
  
- (h) An Airport may introduce new projects during the period of a Program which shall constitute an amendment to the Program. These amendments shall, subject to the provisions of this Subsection 13.1(h), qualify for the assistance of Signatory Air Carriers in the collection and remittance of an AIF pursuant to this MOA. The amendments contemplated by this section relate to new projects or existing projects which have a change of scope, but do not include changes to project cost estimates resulting only from changes in the cost of construction. Should any proposed amendment result in an increase in capital spending of 10% or more of the Program previously implemented or if the proposed amendment would result in an extension of the estimated term of the AIF related to the original Program by three years or more, the proposed amendment will be subject to the terms of the Air Carrier Consultation Process as if it were a new Program.
  
- (i) The attached Schedule F to this MOA lists those capital construction programs which, as of the date of signing of this MOA, are deemed to have been approved by

the Signatory Air Carriers as a Program pursuant to the Air Carrier Consultation Process outlined in this MOA. In these cases, the Airport may proceed immediately with the AIF notification outlined in Subsection 13.1(g)(i) of the MOA.

**14.0 AIF Term**

14.1 No AIF implemented pursuant to this MOA shall have a term longer than that required to extinguish the underlying debt (including associated financing costs) incurred by the Airport to finance the proposed Program. Where possible and practical, a target date for the termination of an AIF will be agreed upon by the Parties at the time of imposition.

**15.0 Information Disclosure**

15.1 At the time an Airport presents a Program pursuant to Subsection 13.1(a) and so long as the Airport pursues the Program and/or an AIF has been imposed by an Airport and implemented with the assistance of Signatory Air Carriers pursuant to this MOA, the Airport shall provide to the Chair of the ACC and to each Signatory Air Carrier, with a copy to ATAC, the following information on an annual budgeted basis and an annual actual basis:

- (a) Cash flow statement for the Program indicating (as a minimum) net AIF revenues collected under this MOA, total expenditures on the Program, underlying debt incurred by the Airport to finance the Program and interest, bad debts related to the collection of the AIF and other debt service costs related to the debt incurred;
- (b) Statement of capital expenditures to date on the Program with reasonable detail on the composition of capital expenditures versus budget and indicating cost overruns, if any.



15.2 Each Airport shall provide, at its own cost, signage which advises passengers that the Airport is collecting an AIF for capital improvements at the Airport. The ACC shall be notified of the proposed signage and given 30 days to provide comments.

15.3 The Signatory Air Carriers, for informational purposes only, shall provide to the Airport on a monthly basis commencing on the date that an Airport becomes a signatory hereto, the number of non-revenue and revenue passengers of such Signatory Air Carrier that arrived and departed from the particular Airport in the prior month. This information shall not in any way relate or be used with respect to the calculation of AIF revenues remitted by a Signatory Air Carrier pursuant to this MOA.

#### **16.0 Airside Infrastructure**

16.1 The Parties recognize that, in addition to air carriers who utilize the air terminal building(s), all other aircraft operators ("Significant Users"), are material beneficiaries of ongoing Airport improvements to runways, taxi-ways, aircraft aprons and ramps, airfield lighting, airfield signage and airfield drainage ("Airside Infrastructure"). Each Airport shall implement a charging method for such Significant Users to contribute to Airside Infrastructure costs in such a fashion that Signatory Air Carriers and their passengers or customers are treated no less favourably than Significant Users and their passengers or customers relative to the respective benefits they receive from Airside Infrastructure. The Airport shall, in its sole discretion, make the determination that the said charging method implemented meets the criteria identified in this Section 16.1. It is agreed that this charging method envisages a process whereby landing fees or other airside related charges shall not, in total, exceed the costs associated with providing and maintaining Airside Infrastructure.

#### **17.0 Term**

17.1 The initial term of this MOA shall be for a period of 20 years commencing on May 31, 1999, provided that in those cases where debt arising from the agreed Program is not yet extinguished, the obligation to collect and remit AIF shall continue until such debt is extinguished. The Parties agree to meet 24 months prior to the expiry of this MOA to discuss renewal terms.

#### **18.0 Applicable Law**

18.1 This MOA shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws applicable in the Province of Ontario and, subject to Article 19, the Parties agree to be bound by the non-exclusive jurisdiction of the courts of the Province of Ontario.

18.2 Notwithstanding Section 18.1, in the case of a dispute between an individual Airport and an individual Signatory Air Carrier, this MOA shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws applicable in the province in which the Airport is resident and the Parties shall attorn to the jurisdiction of the courts of that province.

#### **19.0 Dispute Resolution**

19.1 Despite anything contained in the MOA to the contrary, in the event that a dispute or difference arises with respect to this MOA that cannot be resolved by negotiation between the Parties and the Parties do not agree to terminate this MOA, then in such event the Parties may agree to use the services of a mediator to attempt to resolve their dispute or difference and, failing agreement on the procedure to be followed, the mediation shall be conducted in accordance with the "Rules of Procedure for the Conduct of Mediations" of the Arbitration and Mediation Institute of Ontario.

19.2 In the event that the Parties choose not to mediate their dispute or difference or, if chosen, the mediation does not result in resolution of the dispute or the difference, and the Parties do not agree to terminate this MOA, then in such event any unresolved issue may be taken to any other appropriate dispute resolution process agreed to by the parties, including arbitration or an appropriate court process. Should arbitration be agreed upon, the arbitration will be conducted in accordance with the "Rule of Procedure for the Conduct of Arbitrations" of the Arbitration and Mediation Institute of Ontario.

## **20.0 Nature of Relationships**

20.1 The Parties expressly disclaim any intention to create a partnership, joint venture, trust relationship or joint enterprise. Nothing contained in this MOA nor any acts of any Party taken in conjunction hereunder, shall constitute or be deemed to constitute a partnership, joint venture, or principal/agency relationship in any way or for any purpose except as the Signatory Air Carriers acting as agents for the Airports in collecting and remitting the AIF funds. Except as expressly set forth herein, no Party, shall have any authority to act for, or to assume any obligations or responsibility on behalf of, any other Party.

20.2 Although this MOA is made among multiple Airports and multiple Signatory Air Carriers, all Parties agree that once an AIF is implemented by a particular Airport pursuant to this MOA, all obligations with respect to such AIF collection shall be deemed to be direct contractual obligations between each Airport and each respective Signatory Air Carrier.

**21.0 Indemnity**

21.1 The Airports agree to indemnify and save harmless ATAC, the Signatory Air Carriers, and their respective shareholders, directors, officers, employees and agents from all losses, including all claims, demands, proceedings, losses, damages (including, without limitation, direct, indirect, incidental, special, exemplary, consequential or other damages), liabilities, deficiencies, costs and expenses (including, without limitation, all legal fees on a solicitor/client basis and other professional fees and disbursements, interest, penalties and amounts paid in settlement) arising directly or indirectly out of or in connection with any action by any person relating to the right of an Airport or Signatory Air Carrier to charge or collect an AIF in accordance with this MOA. Notwithstanding any other provision of this MOA, as long as the AIF mechanism contemplated by this MOA remains valid and in place, all costs incurred by an Airport in relation to this indemnity may, at the sole discretion of the Airport, be recovered by the Airport through the AIF mechanism established pursuant to this MOA. Nothing in this MOA shall require an Airport to indemnify a Signatory Air Carrier for any claim for damages arising out of the wilful misconduct or gross negligence of the Signatory Air Carrier.

**22.0 Jurisdictional Restrictions**

22.1 ATAC shall provide to each Airport a list, attached hereto as Schedule "E", which may be amended from time to time upon written notice to the Airports, of all countries ("jurisdictions") where the collection of an AIF as contemplated by this MOA is not permitted by law. Signatory Air Carriers shall not be required to collect or remit any AIF funds associated with tickets which are sold to persons physically present in the jurisdictions referred to in Schedule E, as amended from time to time. Prior to new jurisdictions being added to Schedule E, the Airports may seek an independent legal opinion as to the exclusion of collecting AIF revenues in such jurisdiction. In the event of a dispute regarding these additional jurisdictions, the matter shall be referred to arbitration pursuant to Article 19 of this MOA.

**23.0 Mutual Agreement to Consult**

23.1 The Parties to this MOA recognize that there are many complexities associated with the introduction of an AIF collection process as contemplated in this MOA and agree that a standing committee, which will be comprised of representatives of the Parties, will be established and will meet periodically to review issues associated with the administration of the MOA and attempt to reach mutual agreement on beneficial changes.

23.2 The Parties acknowledge and agree that this MOA may require amendment to facilitate the administration of taxes which may be applicable to AIF's collected pursuant to this MOA and in this respect the Parties agree to make such amendments as may be determined by ATAC and Signatory Air Carriers in an expeditious manner upon request provided that, such amendments would not materially reduce or impair the rights granted to Airports by the terms of this MOA.

**24.0 Airport Specific Programs**

24.1 For greater certainty, except as otherwise specifically provided in Sections 5.1 and 5.2, any Program shall relate only to the one (1) site-specific airport in respect of which the AIF is collected, notwithstanding that an Airport may own or operate more than one (1) airport.

**25.0 Entire Agreement**

25.1 This MOA supersedes, rescinds and revokes all negotiations, arrangements, letters of intent, brochures, representations, agreements and information conveyed, whether oral or in writing, between the Parties with respect to the subject matter hereof.

**26.0 Headings**

26.1 The division of this MOA into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience or reference only and shall not affect the construction or interpretation of this MOA.

**27.0 Schedules**

27.1 Subject to the clarification provided in Section 3.2 of this MOA, the documents attached as Schedules to this MOA form an integral part of this MOA as fully as if they were set forth herein in full.

**28.0 Notice**

28.1 All notices or other communications necessary for the purposes of this MOA ("Notice") shall be in writing and shall be delivered personally or by courier, or shall be sent by registered mail or by prepaid post or sent by facsimile, addressed,

- (a) in the case of an Airport, to each Airport listed on Schedule A or to such other address or facsimile number or addressed to such other person as the Airport may, from time to time, designate in writing to the other Parties:
  
- (b) in the case of ATAC or the Chairman of an ACC, to:

Chief Executive Officer  
ATAC  
255 Albert Street  
Suite 1100  
Ottawa, Ontario  
K1P 6A9

Telephone: (613) 233-7727  
Facsimile: (613) 230-8648

or to such other address or facsimile number or addressed to such other person as ATAC may, from time to time, designate in writing to the other Parties;

- (c) in the case of a Signatory Air Carrier, to each Signatory Air Carrier listed on Schedule B or to such other address or facsimile number or addressed to such other person as the Signatory Air Carrier may, from time to time, designate in writing to the other Parties.

28.2 Any Notice will be considered to have been received:

- (a) the case of facsimile, on actual receipt if the same is a business day, during normal business hours, and if not, then on the next business day, or
  
- (b) in all other cases, on the date of delivery.

28.3 If the postal service is interrupted, or threatened to be interrupted, or is substantially delayed, any Notice shall be delivered personally, by facsimile or by courier.

**29.0 Time of Essence**

29.1 Time is of the essence under this MOA.

**30.0 Non-Waiver**

30.1 Any failure by a Party to rely on its strict legal rights hereunder shall not constitute a waiver of any other rights of that Party hereunder.

**31.0 Partial Invalidity**

31.1 If, for any reason whatsoever, any term, covenant or condition of this MOA, or the application thereof to any person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition:

- (a) is deemed to be independent of the remainder of this MOA and to be severable and divisible therefrom, and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of this MOA or any part thereof; and
- (b) continues to be applicable and enforceable to the fullest extent permitted by law against any persons and any circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal.



**32.0 Extended Meanings**

32.1 The word "hereunder" and similar expressions used in this MOA relate to the whole of this MOA, unless the context indicates otherwise. Words importing a particular gender shall include all genders.

**33.0 Counterparts**

33.1 This MOA may be executed in one or more counterparts and by the different parties hereto in separate counterparts, each of which when executed will constitute an original and all of which taken together shall constitute one and the same instrument. Transmission by facsimile, in accordance with Article 28, of an executed counterpart shall constitute good and valid delivery of the same.

**34.0 Amendments**

34.1 This MOA may be amended from time to time in the following manner:

- (a) Any Party may initiate an amendment to the MOA by formally giving notice (as outlined in Schedule C) to all Parties specified under Article 28.0.
- (b) Parties receiving a notice of amendment have 90 days to express consent or rejection of the proposed amendment.
- (c) Subject to Section 2.2 and Subsections 34.1(d) and (e), amendments to this MOA require the consent of the majority of the Airports and the majority of the Signatory Air Carriers (including both of the two largest Canadian air carriers as determined by passenger boardings in the calendar year immediately preceding the requested amendment sought by Airports and Signatory Air Carriers).

**SCHEDULE F**

**Capital Programs Deemed to Have Been Approved**

**KELOWNA AIRPORT**

Three-year Capital Expansion Project at Kelowna pursuant to minutes of an ACC meeting held November 24, 1997.

## SCHEDULE F

### Capital Programs Deemed to Have Been Approved

#### WINNIPEG INTERNATIONAL AIRPORT

Five-year Capital Expansion Program (1998-2003) as approved by the ACC at Winnipeg pursuant to a letter dated April 7, 1998 from the Chairman of the ACC.

## SCHEDULE F

### Capital Programs Deemed to Have Been Approved

#### VANCOUVER INTERNATIONAL AIRPORT

The 10 Year Capital Plan, which means the plan described in the document entitled "10 Year Capital Plan Update November 2003" presented to the ACC at its December 2, 2003 meeting. As more fully described in that document, the capital projects forming the 10 Year Capital Plan include:

1. ITB Expansion and Upgrades
2. Sustaining and Restoration Projects
3. RAV Line
4. DTB Upgrade and Expansion
5. Airfield Projects
6. Baggage System Upgrades/Expansion
7. Roads/Parking
8. CATSA Funded HBS

For greater certainty, it is recognized that the RAV Line described above includes the rapid transit line and related facilities connecting the on-Airport portion of RAV to the main line in Richmond, which will be located off the Airport, and the inclusion of the RAV Line in the approved 10 Year Capital Plan represents an express exception to the restrictions imposed in Section 5.1 with respect to the use of AIF revenues.

**SCHEDULE G**  
 Airport Improvement Fee  
 Monthly Remittance Form  
 Airport

Air Carrier \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_  
 Current Month DEPAX \_\_\_\_\_ X \_\_\_\_\_ =  
 A.I.F. Rate Gross Remittance

	Gross AIF Remittance (per above)	Less	Handling Fee @ _____%	=	Net Remittance to Airport
Before Tax		Less		=	
<u>Applicable Tax</u> GST.....% HST.....% QST.....%		Less		=	
Total		Less		=	

**Remit this Amount**

This compliance certificate is delivered to [Airport] pursuant to Article 9.5 of the Memorandum of Agreement (the "MOA") dated as of \_\_\_\_\_ between the Air Transport Association of Canada and Signatory Air Carriers and certain Airports.

I \_\_\_\_\_ (name) \_\_\_\_\_ (title) \_\_\_\_\_ (airline) certify that, to the best of my knowledge, information and belief, the AIF remittance for the month of \_\_\_\_\_ (month):

Proper and responsible due diligence has been exercised in establishing the remittance by personnel understanding the importance to the Airport of establishing the correct number of DEPAX passengers subject to the AIF (as defined in the MOA). I give this compliance certificate in my capacity as \_\_\_\_\_ (title) and no personal liability is assumed in the giving of this certificate.

(signature)

(date)

## SCHEDULE H

### ADMINISTRATIVE DUTIES OF THE AIR TRANSPORT ASSOCIATION OF CANADA

The Air Transport Association of Canada shall:

1. Carry out the administrative duties noted in paragraph 35.1 of the Memorandum of Agreement on Airport Improvement Fees dated May 31, 1999, as follows -
  - 1) Mandate - The Air Transport Association of Canada shall act as Administrator for and Secretariat on behalf of the Memorandum of Agreement on Airport Improvement Fees dated May 31, 1999. These duties shall include:
    1. Advising Signatories and other interested parties (e.g. CRSs) of:
      - (1) new Signatories
      - (2) changes to AIF rates
      - (3) proposed amendments to the Agreement
    2. Establish and support the Technical Committee noted under section 23.1 of the MOA.
    3. To inform Signatories (chiefly new entrants) or other interested parties on the terms of the Agreement.
    4. To attempt to settle disputes by means of discussion and, if necessary, obtaining legal opinions to guide Signatories.
  - 2) Budget - ATAC shall submit a budgeted amount to the Signatory Airports no later than October 1 of each year and the Airports shall have until October 30 of each year to comment and add items to the budgeted amount. The budgeted amount shall contain sufficient detail to identify tasks noted in (a) above. A comparative of actual expenditures in the prior year ended September 30 shall be provided.
  - 3) Apportionment - Airports shall provide annual passenger volumes to ATAC in accordance with section 8 of the MOA.

**SCHEDULE I**

**Vancouver International Airport AIF Rates**

Rates by destination of DEPAX passenger (plus applicable taxes):

Within British Columbia                    \$5  
or the Yukon

Within North America                    \$10  
(not including BC or the Yukon)

Outside of North America                \$15  
(including Hawaii and Mexico)

Connecting passengers are exempt from payment of AIF.

The rates at Vancouver International Airport may be changed in accordance with the provisions of Section 6.3 of this MOA without having to amend this MOA.