



ASQ Departure Main Survey Participation Agreement



ASQ Departure Main Survey Participation Agreement



ASQ DEPARTURE MAIN SURVEY PARTICIPATION AGREEMENT

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ASQ Departure Main Survey Participation Agreement

General Terms and Conditions

This ASQ Departure Main Survey Participation Agreement, effective as of the day the Participation Form at Schedule II was executed (“Effective Date”), is by and between:

Airports Council International with World office at 800 rue du Square Victoria, Suite 1810, P.O. Box 302, Montréal, Québec, H4Z 1G8, Canada (“ACI”); and

_____ (the “Airport”).

Each of ACI and the Airport may be referred to individually as a “Party” or collectively as the “Parties” herein.

1. Definitions

Defined terms. All capitalized terms not defined herein shall have the meaning ascribed to such terms below.

- 1.1 “**ASQ Departure Survey**” means the ASQ Departure Survey owned and operated by ACI and more fully described at Schedule I;
- 1.2 “**Agreement**” means, collectively, these General Terms and Conditions for the ASQ Departure Main Survey Participation Agreement along with the attached Schedules and any amendments thereto;
- 1.3 “**Annual Fee**” means the total yearly fee for the Services selected in the Participation Form at Schedule II by the Airport, as such may be modified from time to time in accordance with this Agreement;
- 1.4 “**ASQ**” means Airport Service Quality;
- 1.5 “**Authorized Subcontractor**” means a subcontractor to which ACI subcontracts, in whole or in part, the performance of the Services in accordance with Section 10 of the General Terms and Conditions;
- 1.6 “**Confidential Information**” shall mean any and all information, whether written, graphic, electronic, communicated orally or otherwise disclosed by or on behalf of one party (the “**Disclosing Party**”) to the other party (the “**Recipient**”) pursuant to the Agreement which is considered as confidential or proprietary by the Disclosing Party or ought to have been known to be confidential or proprietary by the Recipient. Such Confidential Information shall specifically include, but shall not be limited to: (i) information relating to the business and practices of the party, information contained in books and records kept by a party as well as any disclosure, independent of the physical medium through which the information is disclosed, made by the Disclosing Party to the Recipient which at the time of disclosure is identified as “Confidential” or “Proprietary” and (ii) any oral disclosure of the information described in the preceding paragraph (i) by the Disclosing Party to the Recipient. Confidential Information shall exclude information which the Recipient can show by competent



evidence: (i) is or becomes public or available to the general public otherwise than through the fault of the Recipient; (ii) is obtained by the Recipient from a third party who is lawfully in possession of such Confidential Information and is not subject to an obligation of confidentiality or non-use owed to the Disclosing Party; (iii) is previously known to the Recipient prior to disclosure to the Recipient by or on behalf of the Disclosing Party under this Agreement and not obtained or derived directly or indirectly from the Disclosing Party; (iv) is independently developed, discovered or arrived at by the Recipient without use of the Confidential Information; or (v) is disclosed by the Recipient pursuant to a requirement of law (in such as case, the Recipient will continue to treat the information as Confidential Information in all other circumstances as provided for hereunder);

- 1.7 **"Fieldwork and Sample Plan Rules and Guidelines"** means the rules and guidelines at Schedule IV of this Agreement, which set out, *inter alia*, the rules for planning fieldwork and questionnaire management by Airport;
- 1.8 **"Participating Airport"** means any airport, or a group of airports, including the Airport, which has executed a Participation Form;
- 1.9 **"Participation Form"** means the ASQ Departure Survey participation form at Schedule II hereto which sets out, among other things, the Services selected by the Airport and the applicable Annual Fee;
- 1.10 **"Renewal Date"** means January 1st of each calendar year;
- 1.11 **"Services"** means, collectively, the Standard Deliverables, Optional Services and Deliverables and other services in connection with the ASQ Departure Survey selected by the Airport in the Participation Form at Schedule II, which are described at Schedule I and priced at Schedule III hereto;

2. Schedules

- Schedule I: Survey Description
- Schedule II: Participation Form
- Schedule III: Pricing of Services
- Schedule IV: Fieldwork and Sample Plan Rules and Guidelines;

3. Services

- 3.1 **Performance of services.** ACI undertakes to perform (either directly or through an Authorized Subcontractor) the Services selected by the Airport pursuant to the Participation Form hereto in exchange for the payment of the Annual Fee by the Airport.



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4. Annual Fee and Payment

- 4.1 **Annual Fee.** The Annual Fee is the total annual cost of the fees for each of the Services selected by the Airport (“Service Fees”) as expressed in the Participation Form at Schedule II.
- 4.2 **Change of Service Fees.** The Airport acknowledges and agrees that the Service Fees are subject to change by ACI upon renewal of the Agreement in accordance with Section 12 of these General Terms and Conditions, provided that ACI shall provide the Airport, no later than ninety (90) days prior to each Renewal Date, a written notice setting forth any new Service Fees. Service Fees shall not be subject to change at any time during the Term, unless the Airport requests (a) the performance of optional services or (b) cancellation of optional services.
- 4.3 **Invoice and payment.** Unless otherwise agreed to by the Parties in writing, ACI shall invoice the Airport for the Annual Fee within (a) thirty (30) days of execution of the Participation Form at Schedule II and (b), thereafter, thirty (30) days following each Renewal Date. The Airport shall pay such invoice within thirty (30) days of receipt of said invoice.
- 4.4 **Tax.** Except where otherwise noted, the Annual Fee excludes all applicable sales, goods and services, value-added, use, or other commodity or consumption taxes or any deductions, withholdings or charges that may be lawfully imposed in any jurisdiction in respect of the Services (collectively, “Applicable Taxes”). Where ACI is responsible for collecting and remitting Applicable Taxes, the Airport will pay such Applicable Taxes to ACI, provided it is charged by ACI in accordance with all applicable tax laws. ACI shall clearly and separately itemize such Applicable Taxes on the invoice to the Airport. The Airport acknowledges and agrees that the payment for the Services must be made in full to ACI without any set-off or counter-claim and free and clear of any deduction or withholding of any taxes or governmental charges, levies, fees or duties, except as required by applicable law. If any deduction or withholding of any taxes is required by applicable law, the Airport shall deduct or withhold such taxes and timely remit such taxes to the relevant governmental authority in the manner and form prescribed by applicable law. The Airport shall use commercially reasonable efforts to minimize any such deductions or withholdings. At the request of ACI, the Airport shall give ACI such reasonable assistance, which shall include the provision of appropriate certificates of deductions or withholdings, together with other supporting documentation as may be required by the relevant governmental authority, to enable ACI to claim exemption from such deductions or withholdings or to obtain repayment thereof or a reduction thereof, and shall provide such additional documentation from time to time as is reasonably requested by ACI in connection with any of the foregoing. For avoidance of doubt, ACI shall not be responsible for any interest, penalties or additions to tax attributable to the Airport’s failure to make any deductions or withholdings or timely remit any deductions or withholdings or taxes under this Agreement. ACI shall be entitled to receive full payment for the Services and the Airport



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shall entirely satisfy its obligations to ACI by paying the full amount for the Services, subject to the foregoing.

5. Ownership of Intellectual Property Rights

- 5.1 **Data Collected while conducting the ASQ Departure Survey.** All raw data collected by ACI, its representatives or an Authorized Subcontractor at the Airport as part of the ASQ Departure Survey will be the exclusive property of the Airport (the "Airport Data"). The Airport hereby grants to ACI an unlimited, worldwide, perpetual, irrevocable, non-exclusive and royalty free license to use and reproduce the Airport Data in connection with the ASQ Departure Survey as well as for ACI's internal use ("Licence"). Without limitation, the Licence shall allow ACI to use the Airport Data for internal and external purposes and the Airport acknowledges that the Airport Data may also be used beyond the scope of the ASQ Departure Survey, namely in ACI publications in an aggregate, unidentified, anonymized format.
- 5.2 All raw data collected by ACI, its representatives or an Authorized Subcontractor at other Participating Airports as part of the ASQ Departure Survey will be the exclusive property of the respective Participating Airports (the "Other Airport Data").
- 5.3 **ACI Generated Data.** All data from analyses conducted by ACI or its representatives on the Airport Data and the Other Airport Data, including results, information and statistics, or other raw data (including any comparative data among Participating Airports) will be the exclusive property of ACI ("Analytical Data").
- 5.4 **Survey Materials.** All questionnaires, data, surveys, reports, methodology, fieldwork sample plans and rules and guidelines, presentations and other materials produced by ACI in connection with the ASQ Departure Survey including the information in the Schedules hereto (the "Materials") shall be the exclusive property of ACI. Subject to the conditions contained herein and to the extent necessary for the limited purposes hereof, ACI hereby grants a non-exclusive and royalty free license to the Airport with respect to the Materials to use the Materials in accordance with section 6 hereto, with the following restriction: it is strictly forbidden for the Airport to modify (including the addition of questions to the questionnaires), reproduce or otherwise copy or distribute to any third party or publicly exhibit, display or expose the Materials (and the information contained in the Materials) without the prior written consent of ACI. Subject to this Agreement, the Airport shall not directly or indirectly use, reproduce, store, disclose or allow access by a third party to any Materials, including the Analytical Data and any ACI Confidential Information.
- 5.5 **Record Keeping.** All Materials, which include completed questionnaires and computer records, are the property of ACI. Originals of any completed questionnaires may be destroyed by ACI two (2) years after the Airport has been provided the Airport Data. Electronic copies of the completed questionnaires, as well as computer records, may be destroyed by ACI three (3) years after the Airport has been provided the Airport Data. Physical copies of the completed questionnaires and other records shall not be supplied to



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the Airport unless otherwise agreed to in writing between the Parties, and subject to applicable laws.

- 5.6 **ACI's name.** ACI's and ASQ's name, logos and products are owned by ACI and form part of ACI's protected Intellectual Property Rights. ACI's and ASQ's name, logos and products cannot be used or reproduced without ACI's prior express written authorization.
- 5.7 The Airport agrees and allows ACI to: (1) list the Airport as a participant in the ASQ Departure Survey and (2) use both the Airport name and logo in marketing material related to the ASQ Departure Survey. For purpose of clarity, the Airport grants a non-exclusive, perpetual, worldwide, royalty-free licence to use its name and logo in conjunction with marketing material related to the ASQ Departure Survey. Notwithstanding the foregoing, the Airport may at any time revoke said licence via written notice allowing for a reasonable phase-out period, such period to be agreed upon between the Parties.

6. Limited use

- 6.1 Airport Data, Other Airport Data and Analytical Data (collectively the "Survey Data") are circulated to all Participating Airports on a confidential basis for their internal use only. Except where disclosure is required pursuant to a requirement of law or a government agency ("Mandatory Disclosure") and except as otherwise authorized in this Agreement, Survey Data must not be disclosed to third parties either by ACI or by the Airport. Any Mandatory Disclosure received by or imposed on one Party must be notified to the other Party in writing without delay.
- 6.2 Survey Data and Materials cannot be used by the Airport for advertising or publicity without the express written authorization of ACI. ACI reserves the right to refuse consent to any disclosure of the Materials or the Analytical Data. Unauthorized disclosure by the Airport may result in legal action and/or immediate termination of this Agreement.
- 6.3 Disclosure by the Airport to third parties of Airport Data that refers to the Airport is only permitted provided that the Airport does not disclose the entire set of the Survey Data (including any benchmarking analysis regarding other Participating Airports in the ASQ Departure Survey), including any Other Airport Data. Subject to section 6.4 below, the Airport can disclose its own ASQ Departure Survey score and its worldwide, regional and/or size rankings (based on the pre-defined ACI categories, limited to top five only in accordance with section 6.5 below) to third parties provided that the Airport: (1) identifies clearly the calendar quarter and year to which the ranking (limited to top five only in accordance with section 6.5 below) or score pertains and (2) identifies clearly whether the ranking is a worldwide, regional or size ranking.
- 6.4 The Airport may not disclose other Participating Airports' rankings or ASQ Departure Survey scores nor shall it disclose any information that may make obvious the ranking of any other Participating Airport in the ASQ Departure Survey. Furthermore, the Airport must



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not publish graphical representations, reports, and/or statements of their ranking in comparison to other Participating Airports and must not disclose or use any Survey Data or Materials for the purpose of any other program comparable to the ASQ Departure Survey.

- 6.5 ACI and the Airport shall have the right to use the names and ranking order of the top five airports in each ASQ Departure Survey award category each calendar year for press releases, articles and award ceremonies, provided that the Airport may use such data only after ACI has released it to the public.
- 6.6 Notwithstanding anything to the contrary in this Agreement, ACI has the right to use the Survey Data to conduct research and produce/publish reports, provided only aggregate data is displayed in the reports.

7. Confidentiality

7.1 Confidential Information

7.1.1 Each Party will safeguard the other Party's Confidential Information against disclosure by employing the same means it uses to protect its own Confidential Information. Notwithstanding the foregoing, if ACI requests that the Airport employ additional reasonable measures against disclosure (e.g., restrictions on copying) of the Confidential Information, the Airport agrees to be bound by such additional measures, provided that (i) ACI makes such request in writing on or before the date the Confidential Information is provided to the Airport and (ii) ACI identifies specifically the Confidential Information that is to be subject to such additional reasonable measures against disclosure.

7.1.2 In case of a breach of Section 7.1.1, ACI may request in writing that the Airport promptly destroy such Confidential Information and all electronic copies or other reproductions thereof, and all other materials derived from the Confidential Information such as all benchmarking data and reports which are in the control of Airport.

7.1.3 A breach of Sections 7.1.1 and 7.1.2 will result in irreparable and immediate harm to ACI, and the Airport agrees that in the event of such a breach, ACI shall be entitled to seek equitable relief by way of temporary or permanent injunction and to seek any other relief.

7.1.4 The completed database of the surveys may be destroyed by ACI three (3) years after the provision of the results. Copies of the completed questionnaires and other records shall not be supplied to the Airport unless otherwise agreed in writing between the parties and subject to applicable laws.

7.2 Data Privacy



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- 7.2.1 “Personal Data” refers to information relating to an identified or identifiable individual. Neither Party will request Personal Data as part of the ASQ Departure Survey.
- 7.2.2 Each of the Parties will be responsible for complying with and ensuring that its employees, representatives and subcontractors comply with privacy obligations under applicable laws and regulations and shall save the other party harmless from third party claims arising out of any breach of those applicable laws and regulations or any breach of the indemnifying Party’s contractual undertakings regarding Personal Data, either by itself or its subcontractors. Each Party shall cooperate with the other in connection with access requests to Personal Data.
- 7.2.3 Any breach by the Airport or its subcontractors of its obligations above may, without limitation, result in legal action and/or immediate expulsion from the ASQ Departure Survey and termination of this Agreement.

8. Compliance

- 8.1 The Airport agrees to comply fully with the Fieldwork and Sample Plan Rules and Guidelines set forth in Schedule IV hereto (collectively, the “Rules”) provided by ACI. Failure to comply with the Rules may result in the exclusion of the Airport from the annual rankings, awards and/or termination of this Agreement.
- 8.2 The Airport shall provide, when requested by ACI, clear evidence that would explain fluctuations in average scores higher than the ones that could be explained by a Confidence Interval (“CI”) analysis, when compared to scores from the previous calendar quarter and from the same calendar quarter of the previous year (when the data is available).
- 8.3 If the Airport fails to fulfill the requirement at section 8.2, the Airport will not be included in the official rankings for that calendar quarter, nor in the “year-to-date” rankings for that year. In addition, the Airport will not be eligible for an annual ASQ Departure Survey award.
- 8.4 When the evidence provided by the Airport is not clear or does not explain the occurred deviations, ACI may conduct an on-site independent fieldwork audit at the Airport.

9. Audits

- 9.1 **Remote Audits.** ACI implements quality control processes related to the compliance with the Rules. To ensure robustness and reliability of the ASQ Departure Survey, ACI has implemented various quality control checks related to the compliance with the Rules. In the event ACI or its Authorized Subcontractor detect discrepancies and violations by the Airport of the Rules, depending on their gravity, the Airport can be excluded from official benchmarking and be considered as non-eligible for the yearly awards.



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9.2 **Onsite Audits.** Where onsite audits are conducted by an auditor from ACI or an Authorized Subcontractor, the Airport shall facilitate the auditors' access to the Airport's landside terminal areas and shall facilitate the grant of security clearance and passes for the auditors. The Airport acknowledges that ACI will be unable to perform the Services and deliver the results should such access be denied or restricted, in which case all amounts under this Agreement shall be due and payable to ACI, but ACI will be released from any obligation to perform the survey and the analysis of the data.

9.2.1 **Mystery Passenger.** ACI may also send to the Airport, from time to time, an unidentified auditor posing as a passenger ("**Mystery Passenger**"). The Mystery Passenger's objective is to live the experience of a real world passenger and subsequently complete the ASQ Departure Survey. In light of this, the Airport may be asked by ACI to provide its fieldwork on a quarterly basis, which the Airport acknowledges and agrees to do.

10. Limited Liability

10.1 The Analytical Data and the results contained in all reports due under the ASQ Departure Survey are the product of analyses of the data and information supplied by the Participating Airports, including the Airport Data.

10.2 ACI and/or its Authorized Subcontractor shall assign qualified personnel to the ASQ Departure Survey and perform the Services in accordance with generally accepted professional standards. As the work is of an advisory nature, no other warranties, including without limitation the warranty of merchantability or fitness for a particular purpose, expressed or implied, are made.

10.3 ACI and its directors, officers and employees, or any Authorized Subcontractor shall not be held responsible for loss or damage caused by any reliance on the Analytical Data or information in the Materials in any manner whatsoever by any Participating Airport or any third party, including where the information contains errors, omissions, misprints or is misinterpreted.

10.4 Opinions obtained from any market research or other survey and reported by ACI (or its Authorized Subcontractors) are the opinion of the respondents themselves and are not those of ACI or its Authorized Subcontractors. ACI and its Authorized Subcontractors shall not be liable for any action, loss or damage arising or caused from the collection or supply of these market research or survey reports.

11. Subcontractors

11.1 ACI may, at its discretion, subcontract any portion of the Services delivered under this Agreement to an Authorized Subcontractor.

11.2 Notwithstanding the foregoing, ACI senior management shall retain ownership and strategic leadership of the ASQ Departure Survey.



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12. Term and Termination

- 12.1 **Term and Renewal.** Unless otherwise agreed to between the parties, this Agreement shall enter into effect as of the Effective Date (January 1st 2018) and remain in effect until December 31st, 2022 (5 year term). Unless written notice of non-renewal is delivered by either Party no less than sixty (60) days prior to the end of the Term or Renewal Term. Services Fees for any Renewal Term shall be subject to section 4.2 hereunder.
- 12.2 **Termination for Default.** This Agreement may be terminated by either Party by written notice in the event the other Party materially breaches one or more of its provisions and, where such breach can be remedied, fails to remedy the breach within thirty (30) days of written notice thereof. Without limiting the foregoing, the following shall constitute a material breach of this Agreement: failure to pay the Annual Fees (including any fees for optional services), breach of licensed rights granted herein, breach of confidentiality obligations and unauthorized use of the Materials, the Airport Data or the Analytical Data.
- 12.3 **Suspension.** The Airport shall have the option to suspend without penalty participation in the ASQ Departure Survey for one or more calendar quarters during a Term or Renewal Term provided they give ACI written notice sixty (60) days prior to the start of the calendar quarter. Any such suspension shall not continue beyond the current Term or Renewal Term.
- 12.4 **Termination by the Airport.** Should this Agreement be terminated by the Airport other than in accordance with section 12.2 above, the Airport is bound to pay to ACI in proportion to the agreed price, the value of the Services rendered before the termination of this Agreement and immediately return to ACI all Materials and any other ACI property. Should the Annual Fees paid by the Airport to ACI exceed the value of the Services rendered before the termination of this Agreement, ACI shall repay the difference to the Airport.
- 12.5 **Termination by ACI.** This Agreement may be terminated by ACI with written notice to the Airport should the ASQ Departure Survey be discontinued for any reason. In such a case, ACI's sole liability shall be reimbursement of that portion of the Annual Fee paid for Services that have not been rendered as of the date the Agreement is terminated.

13. Miscellaneous

- 13.1 **Priority of Documents.** In the event of discrepancies or conflicts between the wording of these General Terms and Conditions and the wording of the other documents making up this Agreement, the General Terms and Conditions shall prevail unless provided otherwise.
- 13.2 **Independent Contractor.** The status of the Parties hereto shall be that of independent contractors and no Party shall have the authority to contract on behalf of the other or otherwise engage the responsibility or liability of the other Party.



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- 13.3 **Force Majeure.** Neither Party shall be liable for delay or failure in its performance hereunder to the extent that such delay or failure is caused by any act of God, war, natural disaster, strike, fire, act of government or any other cause beyond the reasonable control of that Party.
- 13.4 **Severability.** If any part, term or provision of this Agreement shall be held illegal or unenforceable or in conflict with applicable laws, the remaining portions or provisions of this Agreement shall not be affected thereby and shall remain in force unless these suppressions would deprive this entire Agreement of its substance, in which case it may be terminated.
- 13.5 **Successors and assigns.** The Agreement shall enure to the benefit of and be binding upon the Parties hereto and their lawful heirs, executors, administrators, successors and assigns.
- 13.6 **Assignment.** ACI may, at any time, without having to obtain the Airport's consent, assign its rights and obligations under the present Agreement, in whole or in part, by providing the Airport written notice.
- 13.7 **Amendments.** No Amendment of this Agreement, nor waiver of any of the terms and provisions shall be deemed valid unless effected by an express written amendment or waiver signed by the Parties.
- 13.8 **Survival.** Articles 5, 6 and 7 shall survive expiration or termination of this Agreement.
- 13.9 **Governing Law.** This Agreement and all stipulations connected hereto as well as any changes or amendments hereto shall be exclusively governed by and construed in accordance with the laws of the State of Texas and the federal laws of United States of America applicable therein, without regard to the conflict of laws rules that would lead to the application of another law.
- 13.10 **Dispute Resolution.** The parties shall use their best efforts to amicably resolve through negotiation any dispute, controversy or claim arising from or in any way related to this Agreement (the "Claim").
- 13.11 All information exchanged at this stage shall be regarded as "without prejudice" communications for the purpose of resolving the Claim and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during such discussions.
- 13.12 Upon failure of the parties to amicably resolve any Claim within thirty (30) days or such longer period as the parties may mutually agree, such Claim shall be submitted to final and binding arbitration, to the exclusion of any court of law.
- 13.13 The parties shall agree, at that time on the rules that shall govern the arbitration process.



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- 13.14 Should the parties fail to mutually agree on the rules of the arbitration, the provisions of the American Arbitration rules and procedures current on the date arbitration proceedings are initiated, shall apply. Notwithstanding the foregoing, any arbitration proceedings shall be held at a mutually agreeable location, by a sole arbitrator jointly nominated by both parties. The right to recover legal fees associated with the arbitration shall be determined by the arbitrator. Notwithstanding the aforementioned, the parties shall have recourse to the courts of the State of Texas for the purpose of obtaining any provisional or injunctive recourses as permitted by the laws of the State of Texas.
- 13.15 **Language.** The Parties have expressly agreed that this Agreement be drawn up in English only. *Les Parties aux présentes ont expressément requis que la présente entente soit rédigée en anglais seulement.*



Schedule I

Survey Description

Airport Service Quality Departure Main Survey

The ASQ Departure Main Survey Program ("ASQ Departure Survey") is owned by ACI and is offered as a service to ACI member airports on an annual subscription basis. The ASQ Departure Survey is a customer satisfaction measurement and benchmarking service that provides Participating Airports with data, management information and insights into the average passenger's experience at an airport on the day of travel. The data and results from the ASQ Departure Survey are treated as confidential and are only viewed by other Participating Airports in accordance with the terms of the Agreement.

Participating Airports are able to use this information to measure performance and to identify opportunities for improvement. Participating Airports are also able to compare their results with those of other Participating Airports in Africa, Asia-Pacific, Europe, Latin America and the Caribbean, the Middle East, and North America.

The ASQ Departure Survey is conducted using a questionnaire provided by ACI that records demographic information on the passenger interviewed and the passenger's degree of satisfaction with more than thirty (30) different aspects of the service experienced by the passenger at that Participating Airport on the day of travel.

Each ASQ Departure Survey questionnaire used for the ASQ Departure Survey is unique and can only be used as is. It cannot be photocopied and it is strictly forbidden that other questions be added by the Airport.

The basic subscription to the ASQ Departure Survey includes the processing and analysis of three hundred fifty (350) completed ASQ Departure Survey questionnaires per calendar quarter.

The Participating Airport will make arrangements to conduct the ASQ Departure Survey fieldwork either using its own or contracted resources.

The ASQ Departure Survey runs for a full calendar year, with surveys conducted quarterly (Quarter 1: January – March; Quarter 2: April – June; Quarter 3: July – September; Quarter 4: October to December). The completed questionnaires are forwarded to ACI, or an ACI Authorized Subcontractor, for processing in accordance with an agreed schedule.

ACI manages the delivery of the ASQ Departure Survey service. The market research related activities, including data processing, analysis and reporting will be performed either by ACI or by an ACI Authorized Subcontractor, as ACI may subcontract from time to time.

The Participating Airport shall receive the Standard Deliverables described below and such other Optional Service Deliverables for which it subscribes.



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Standard Deliverables

Quarterly

- [ASQ Departure Survey Reporting Portal](#)
- [Quarterly Benchmarking Reports](#)

Annually

- [ASQ Departure Survey raw data](#)
- [ASQ Departure Survey Annual Report](#)
- [ASQ Departure Survey "Fieldwork Training Certification"](#)
- [ASQ event\(s\) \(Forum, workshop, conference, symposium\)](#)

[ASQ Departure Survey Reporting Portal](#)

The ASQ Departure Survey Reporting Portal is accessed via the Internet using a secure log-in and password. It is designed to be user friendly and allows the user to access their ASQ Departure Survey data and reports. The ASQ Departure Survey Reporting Portal allows the user to work with the data to create data tables, benchmark graphs and to run various analyses. The user can then export these outputs into management reports and presentations.

[ASQ Departure Survey Quarterly Benchmarking Reports](#)

The ASQ Departure Survey Quarterly Benchmarking Reports ("**Benchmarking Reports**") present in graph format each Participating Airport's average score for each service attribute covered in the ASQ Departure Survey questionnaire. The Report shows the results by demographic category and by each passenger category ('all passengers', 'international' and 'domestic'). The Benchmarking Reports also include time series graphs to show each Participating Airport's average scores over the previous quarters. Additional, complementary information and analyses is provided in both table and graph formats (for example, showing the passenger segmentation frequencies over the quarter).

[ASQ Departure Survey Raw Data](#)

The published file of raw data collected from all Airports in a calendar quarter ("**Survey Raw Data**") is provided in both SPSS (.sav file) and Excel (.xls file) formats to allow the user to conduct more detailed analysis of the data. Each completed ASQ Departure Survey questionnaire is shown as a row of data in the file, with the specific score or response to each service attribute or question shown in a separate column.

[ASQ Departure Survey Annual Report](#)

The ASQ Departure Survey Annual Report ("**Annual Report**") is prepared for each Participating Airport following the completion of each calendar year. This Annual Report is designed to inform the Participating Airport's executive team of the opportunities for improvement and indicates which service improvements in the coming year would have the most beneficial impact on passengers' overall satisfaction.



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ASQ Departure Survey “Fieldwork Training Certification”

ACI offers a “Fieldwork Training Certification” where specialized training will be offered to all fieldwork agents. The “Fieldwork Training Certification” will require the completion of all training components in regards to the Fieldwork Sample Plan Rules and Guidelines set out at Schedule IV hereto. The “Fieldwork Training Certification” will be based on a standardized process and participants at this training will extend their knowledge and skills gained from this process and learn the ASQ best practises and how to apply them to address each Participating Airport’s unique needs equally. [The “Fieldwork Training Certification” will be available by the end of 2018.]

ASQ Event(s) (Forum, workshop, conference, symposium)

The ASQ Event(s) include the annual meetings of the ACI members participating in the ASQ [Departure] Survey. The purpose of the ASQ event(s) is to help Participating Airports to effectively and efficiently manage passenger satisfaction, improve the quality of airport services and exchange ASQ best practices and implementation examples with colleagues from different countries.

ASQ Departure Survey Optional Services and Deliverables

To further improve the value of the ASQ Departure Survey or to support each Participating Airport’s data collection effort, the following additional services can be provided:

ASQ Departure Survey Additional Online Survey Sample

The basic subscription to the ASQ Departure Survey includes the processing and analysis of three hundred fifty (350) completed ASQ Departure Survey questionnaires per calendar quarter. A larger survey sample facilitates more detailed analysis and can provide additional insights. ACI offers the option to increase the quarterly sample size by units of fifty (50) completed ASQ Departure Survey questionnaires, at an additional cost.

ASQ Departure Survey Comprehensive Insight Report

The Comprehensive Insight Report provides comprehensive analysis of the Participating Airport’s strengths and weaknesses during the annual assessment over the four quarters of surveying. It provides deeper insight to the factors that drive passenger satisfaction and presents this analysis as actionable management information, enabling the Participating Airport’s executive team to develop an improvement action plan that prioritizes initiatives and investments in the most important areas.

Passenger Comments Analysis Report

The Passenger Comments Analysis Report is offered as an optional service and at an additional cost. This dynamic report collates the free text comments from the Participating Airport’s completed ASQ Departure Survey questionnaires on a quarterly basis. Each comment is coded and categorized, allowing more in- depth analysis and comparison over time. The Passenger Comments Analysis Report also allows



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for the comments and results to be exported into other documents.

Dissatisfied Passenger Probe

The Dissatisfied Passenger Probe is offered as an optional service and at an additional cost. This probe is specifically designed to understand the root cause of a passenger's dissatisfaction. The ASQ Departure Survey fieldwork agent is provided with Dissatisfied Passenger Probe forms. If a passenger completing the Departure Survey questionnaire scores any service element as '1' or '2', the fieldwork agent uses the form to ask the passenger supplementary questions and to record the reasons for that low score. The completed forms are then forwarded together with the completed quarterly survey questionnaires. These forms are analyzed and a report is provided along with the quarterly deliverables.

Customized Reports

Where a Participating Airport has research requirements that are not covered by the standard and optional services described above, ACI offers to run customized analysis and prepare customized reports, as an optional service and at an additional cost. For example, customized analysis might cover analysis of specific service items or benchmark analysis on a selected group of airports or within a geographical area. The analysis and reports are tailored to meet the Participating Airport's specific needs.

Airport Executive Presentation

The Airport Executive Presentation is offered as an optional service and at an additional cost. The presentation is designed to provide the Participating Airport's top management team with an executive summary of the results, analysis, benchmarking and insights for that airport from the ASQ Departure Survey. The presentation is normally provided in person by ACI's own or contracted market research professionals, who will also be able to facilitate discussion on the opportunities for improvement and the importance of customer service.

Passenger Personas Report

The Passenger Personas Report aims to support airports in developing a deeper understanding of the needs of travelers, an important factor in raising non-aeronautical revenues. The profile pictures created from the survey data provide a comprehensive understanding of the behaviors and needs of each of the different passenger profiles, including the capacity to focus on each phase of the airport experience and identify the key elements of those customer needs and behaviors.



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Schedule II Participation Form

Please complete and sign this Participation Form, and send a scanned copy as an email attachment to:
aciasq@aci.aero

Services selected by the Airport are the following:

Services from 2018 to 2022 (5 years) SAT	Fees (USD)
• Annual Subscription to the ACI ASQ Survey Main(19,920.63\$ per year)*	\$99,603.15
• ASQ Comprehensive Insight Report (3,174.60\$ per year)*	\$15,873.00
• ASQ Terminal Analysis-Basic Report (2,698.41 \$ per year)*	\$13,492.00
• - 5% Bundle Rebate 3 ASQ Products	\$6,448.40
Total	\$122,519.75

Name & Title: _____

Airport / Company: _____

Address: _____

Phone Number: _____

Email Address: _____

All fees and applicable taxes are payable to ACI within thirty (30) days of receipt of invoice in accordance with Section 4 of the General Terms and Conditions. Fees are subject to change on an annual basis in accordance with Section 4 of the General Terms and Conditions. Annual Fees (the Total Fees above) are prorated for the initial term if the Airport joins the program after the end of the first quarter of the year. The Airport agrees to pay the initial Annual Fee in the amount of **122,519.75 \$ USD**.

Upon its execution by the Parties, the present Participation Form, together with the General Terms and Conditions and Schedules I, III and IV, (a) constitute the entire Agreement between the Parties regarding the subject matter hereof, (b) supersede any prior understanding or agreements (whether oral or written) between the parties regarding the subject matter hereof (collectively, the "Previous Agreements") and (c) serve to acknowledge that any Previous Agreements shall terminate as of the expiry of the term stipulated therein without additional formality, procedure or notice.



ASQ Departure Main Survey Participation Agreement

This Agreement will enter into force upon the signature of both Parties and will be valid for its initial term until December 31, 2022. Pursuant to the General Terms and Conditions, this Agreement will renew automatically for successive one-year terms unless terminated in accordance with the General Terms and Conditions.

AIRPORT :

Signature: _____

Name: _____

Title: _____

Date: _____

AIRPORTS COUNCIL INTERNATIONAL :

Signature: Dimas K.

Name: HEAD ASQ

Title: DIRECTOR CAL

Date: NOV 15 2017



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Schedule III Pricing of Services

Annual Subscription to the ASQ Departure Survey (Standard Deliverables)	CAD	25,100
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For those Participating Airports that join the ASQ Departure Survey in any quarter of the year other than in Q1, the Annual Fees will be proportional to the number of quarters they participate in during that year, as per the table below:

Annual Subscription to the Base Program (starting in Q2)	CAD	18,825
Annual Subscription to the Base Program (starting in Q3)	CAD	12,550
Annual Subscription to the Base Program (starting in Q4)	CAD	6,275

Optional Services and Deliverables

Additional Survey Sample

Annual cost for an extra sample size of fifty(50) questionnaires per quarter	CAD	800
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This cost is calculated based on a unit cost of CAD 4.50 per extra individual questionnaire. The additional sample size should always be a multiple of 50. For Participating Airports that join the ASQ Departure Survey in any quarter of the year other than Q1, the annual cost of the additional sample will be proportional to the number of quarters in which they would participate during that year.

ASQ Departure Survey Comprehensive Insight Report

ASQ Survey Comprehensive Insight Report	CAD	4,000
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Passenger Comments Analysis Report

The cost of this report depends on each Participating Airport's distribution of languages and sample size. Please contact aciasq@aci.aero to request a quote for these services.



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Dissatisfied Passenger Probe

The cost of this report depends on each Participating Airport's distribution of low scores, languages and sample size. Please contact aciasq@aci.aero to request a quote for this service.

Customized Reports

Please contact aciasq@aci.aero to request a quote for any customized report or additional service you may need.

Airport Executive Presentation

Airport Executive Presentation (travel expenses not included)	CAD	11,000
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In order to get a full quote of this service, including travel expenses, please contact aciasq@aci.aero.

Passenger Personas Report

Report A : Executive Summary Version	CAD	2,000
Report B : Comprehensive Version	CAD	2,700

In order to get a full quote of this service with additional variables please contact aciasq@aci.aero.



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Schedule IV

Fieldwork and Sample Plan Rules and Guidelines

1. Rules for planning the fieldwork according to the Sample Plan

- 1.1 The schedule, location, and details of the fieldwork shall be kept confidential, in order to ensure that behavioral bias from airport staff is not introduced.
- 1.2 Except in cases of major emergencies, the planned fieldwork schedule shall not be modified.
- 1.3 Based on the theoretical Sample Plan provided by ACI every quarter, the Airport shall follow this methodology:
 - 1.3.1 The number of questionnaires collected for each selected flight at the boarding area shall be equal or less than 10 questionnaires.
 - 1.3.2 [Recommended Practice] In cases where the number of questionnaires per "airline-destination" combination is less than 4, these questionnaires can be allocated to other "airline-destination" combinations. Airports following this Recommended Practice shall:
 - A. allocate these questionnaires to other airlines flying to the same destination or to the same airline flying to other destinations;
 - B. rotate these combinations during subsequent quarters, in order to maximize the annual representation of the real sample when compared to the theoretical Sample Plan.
- 1.4 Fieldwork shall be distributed evenly over all three (3) months of a given quarter, with a minimum of two (2) fieldwork days per month, for a minimum of seven (7) fieldwork days for the whole quarter.
- 1.5 Fieldwork shall cover every day of the week (from Monday to Sunday) and all Airport operating hours.
- 1.6 For quality control purposes and to ensure Airports' compliance with the theoretical Sample Plan, the completion rate of the "airline-destination" combinations will be calculated by dividing the actual number of the completed questionnaires by the theoretical number of questionnaires from the Sample Plan.
 - A. Completion Rates for each "airline-destination" combination and "airline-destination" totals shall be equal or greater than 85% per quarter with the exception of the combinations and totals with less than four (4) questionnaires;
 - B. If a Participating Airport fails to fulfill this requirement without any valid reason, this airport will not be included in the official rankings for that quarter, nor in the official "year-to-date" rankings for that year. In addition, this Airport will not be eligible for an annual award.
 - C. Assessment of the Completion Rate of an Airport will be shared with other



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Participating Airports at the end of each quarter.

D. Additional details and implementation examples will be provided in a separate document.

2. Rules for fieldwork agents

- 2.1 The ASQ questionnaire shall be self-completed by a single passenger.
- 2.2 Fieldwork agents shall arrive at the boarding area of a selected flight at least:
 - 30 minutes before the airline announced boarding time for narrow body flights (typically, up to 230 seat capacity);
 - 45 minutes before the airline announced boarding time for wide body flights (typically, more than 230 seat capacity).
- 2.3 Fieldwork agents shall space the distribution of questionnaires over all the available waiting time before boarding, to include in the sample those passengers that usually arrive at the gate at a time closer to the boarding call (e.g. business passengers).
- 2.4 Fieldwork agents shall collect a number of questionnaires equal or less than 10 per flight, following the indications of section 1.3.1 above.
- 2.5 Fieldwork agents shall introduce the questionnaire to the passengers with a neutral, clear statement, for example:
 - *Would you mind taking some time to fill out this brief questionnaire that [this airport] is conducting? Please hand it back to me before departing. Thank you."*
- 2.6 Fieldwork agents shall offer to the passenger the different language versions available.
- 2.7 Fieldwork agents shall provide pens **only** to the passengers to fill the questionnaires. These pens shall be basic ones, in order not to introduce bias.
- 2.8 Fieldwork agents shall distribute the questionnaires to a broad range of diverse passengers at the departing area, on a random basis.
- 2.9 Fieldwork agents shall avoid giving questionnaires to members of the same group (e.g. families, friends, colleagues).
- 2.10 Fieldwork agents shall stay in the departure area while the passengers are filling the questionnaires, in order to be available for passengers' questions and/or clarifications.
- 2.11 Fieldwork agents shall be fluent in the main local language.
- 2.12 Fieldwork agents shall have upper-intermediate knowledge of English.
- 2.13 Fieldwork agents shall have previous experience in questionnaire collection and management.
- 2.14 Fieldwork agents shall have outstanding communication skills.



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- 2.15 Fieldwork agents shall follow smart casual dress code or wear the Participating Airport's uniform.
- 2.16 Fieldwork agents shall carry a visible airport identification card.
- 2.17 Fieldwork agents shall check the questionnaires after collecting them from the passengers, focusing on the following fields, and completing the information if needed:
- Airline; Flight number; Departure date; Departure time; Destination airport.
 - Gender (question 17) and age (question 18).
- 2.18 Fieldwork agents shall complete the interviewer section at the end of page 4 of the questionnaire, using block capital letters.
- 3. Rules for questionnaire management**
- 3.1 Completed questionnaires shall be returned every month to ACI (or its Authorized Subcontractor).
- 3.2 Participating Airports shall ensure that ACI (or its Authorized Subcontractor) receives all questionnaires before the quarterly deadlines published by ACI at the beginning of Q1 every year. Only those questionnaires that are received before the quarterly deadlines will be included in the reports and data sets.
- 3.3 Unused questionnaires received for a specific quarter shall not be used for other different quarters.
- 3.4 Unused and voided questionnaires shall be kept by the Airport for a period of one year after the end of each quarter, with the exception shown in paragraph 3.5 (below). After this period these questionnaires shall be destroyed.
- 3.5 Participating Airports with global ranking from 1 to 25 in the previous quarter "Year to Date" of "Overall Satisfaction" shall send all unused and voided questionnaires to ACI (or its Authorized Subcontractor).
- 3.6 Other Participating Airports may be requested to send unused and voided questionnaires to ACI (or its Authorized Subcontractor) for quality control purposes.
- 4. Fluctuations in scores**
- 4.1 Participating Airports shall provide, when requested by ACI, clear evidence that would explain fluctuations in average scores higher than the ones that could be explained by the Confidence Interval (CI) analysis, when compared to scores from the previous quarter and from the same quarter of the previous year (when the data is available).
- 4.2 If a Participating Airport fails to fulfill this requirement without any valid reason, this airport will not be included in the official rankings for that quarter, nor in the "year-to-date" rankings for that year. In addition, this [Participating] Airport will not be eligible for an annual award.



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- 4.3 Additional details and implementation examples will be provided in a separate document.
 - 4.4 When the evidence provided by a Participating Airport is not clear or would not explain the occurred deviations, ACI may conduct an on-site independent fieldwork audit at that Participating Airport.
- 5. Independent fieldwork audits**
- 5.1 All Participating Airports are subject to receive independent fieldwork audits from ACI (or its Authorized Subcontractor).
 - 5.2 Participating Airports selected for an independent fieldwork audit shall provide their Fieldwork schedule for a given surveying period to ACI.
 - 5.3 ACI will then announce to the Airport on which days of the provided schedule the audit would be conducted.
 - 5.4 ACI (or its Authorized Subcontractor) will conduct independent annual audits with special focus on airports that are eligible for an award and for the airports that have shown significant unexplained fluctuations in scores, or other results deviations.
 - 5.5 If a Participating Airport fails a fieldwork audit, it will not be included in the “year-to-date” rankings. In addition, this Airport will not be eligible for an annual award.
 - 5.6 The audit assessment will be shared with other Participating Airports on a confidential basis.
 - 5.7 ACI and its Authorized Subcontractors are subject to receive independent audits from an external agency.



**ACI ASQ DEPARTURE MAIN SURVEY
AMENDMENT TO CONTRACTUAL AGREEMENT**

Reference is hereby made to that certain agreement relating to the ACI ASQ Departure Main Program, together with all its attachments, entered into between Airports Council International ("ACI") and San Antonio International Airport (the "Participating Airport") on December 19, 2014 (the "Agreement").

ACI and the Participating Airport hereby agree to amend the **General Terms and Conditions** forming part of the Agreement as follows:

1. Paragraph 4.2 of the General Terms and Conditions is hereby removed and replaced in its entirety with the following:

4.2. Change of Service Fees. The Airport acknowledges and agrees that the Service Fees are subject to change by ACI upon renewal of the Agreement in accordance with Section 12 of these General Terms and Conditions, provided that ACI shall provide the Airport, no later than ninety (90) days prior to each Renewal Date, a written notice setting forth any new Service Fees. Service Fees shall not be subject to change at any time during the Term, unless the Airport requests (a) the performance of optional services or (b) cancellation of optional services.

2. Paragraph 12.1 of the General Terms and Conditions is hereby removed and replaced in its entirety with the following:

12.1 Term and Renewal. Unless otherwise agreed to between the parties, this Agreement shall enter into effect as of the Effective Date (January 1st 2018) and remain in effect until December 31st, 2022 (5 year term). Unless written notice of non-renewal is delivered by either Party no less than sixty (60) days prior to the end of the Term or Renewal Term. Services Fees for any Renewal Term shall be subject to section 4.2 hereunder.

3. Paragraph 13.9 of the General Terms and Conditions is hereby removed and replaced in its entirety with the following:

13.9 Governing Law. This Agreement and all stipulations connected hereto as well as any changes or amendments hereto shall be exclusively governed by and construed in accordance with the laws of the State of Texas and the federal laws of United States of America applicable therein, without regard to the conflict of laws rules that would lead to the application of another law.

4. Paragraph 13.14" of the General Terms and Conditions is hereby removed and replaced in its entirety with the following:



ACI ASQ Survey - Amendment to Agreement
San Antonio International Airport

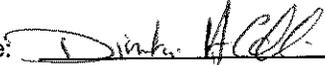
13.14 Should the parties fail to mutually agree on the rules of the arbitration, the provisions of the American Arbitration rules and procedures current on the date arbitration proceedings are initiated, shall apply. Notwithstanding the foregoing, any arbitration proceedings shall be held at a mutually agreeable location, by a sole arbitrator jointly nominated by both parties. The right to recover legal fees associated with the arbitration shall be determined by the arbitrator. Notwithstanding the aforementioned, the parties shall have recourse to the courts of the State of Texas for the purpose of obtaining any provisional or injunctive recourses as permitted by the laws of the State of Texas.

Save for the provisions hereby amended, all other provisions of the Agreement shall remain in full force and effect without any modification or amendment thereto.

SAN ANTONIO INTERNATIONAL AIRPORT:

Signature: _____
Name: _____
Title: _____
Date: _____

AIRPORTS COUNCIL INTERNATIONAL (ACI):

Signature: 
Name: Dimitri Coll
Title: Head ASQ
Date: NOV 15 2017