



**DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
WASHINGTON, D.C.**

Issued by the Department of Transportation
on the 1st day of November, 2016

AGREEMENT BY and BETWEEN

SOUTHWEST AIRLINES CO.
and
U.S. DEPARTMENT OF TRANSPORTATION

Docket DOT-OST-2016-0202

WHEREAS, the Air Carrier Access Act prohibits airlines from discriminating on the basis of disability and provides the U.S. Department of Transportation (Department) with authority to create regulations to prevent such discrimination.

WHEREAS, the Department issued a final rule on November 12, 2013, requiring that proprietary and shared use automated airport kiosks installed on or after December 12, 2016, at a U.S. airport having 10,000 or more annual enplanements meet the rule's technical accessibility standard for such kiosks.

WHEREAS, the final rule applies to all proprietary and shared use (also known as common use self-service or CUSS) automated airport kiosks installed on or after December 12, 2016, until at least 25 percent of the kiosks in each location at an airport are accessible models.

WHEREAS, Southwest Airlines Co. (Southwest) self-reported to the Department its temporary inability to comply with the Department's final rule on kiosk accessibility within the time period specified because the migration to its new reservation system, which interfaces with its kiosk system, is scheduled for deployment in three system releases in November 2016, April 2017 and June 2017.

WHEREAS, migration to Southwest's new reservation system impacts many company systems and involves multiple tasks running in parallel to support each of the three reservation system software releases.

WHEREAS, adding/integrating new functionality (e.g., kiosk accessibility software) to the software platform late in the release windows will interrupt certification execution and put both the reservation and kiosk systems at risk.

WHEREAS, to mitigate these risks, Southwest requests an extension until September 30, 2017, (9.5 months after the regulatory deadline and three months after the final system release completing the

migration to its new reservation system), to integrate, activate, and test accessible software on all kiosks installed on or after December 12, 2016.

WHEREAS, the Department's Office of Aviation Enforcement and Proceedings within the Office of the Secretary (OST), which enforces the kiosk accessibility requirements against airlines, has coordinated with the Department's Federal Aviation Administration (FAA), which enforces the kiosks accessibility requirements against airports, to promote a consistent approach to compliance oversight where inaccessible Southwest kiosk software is running on accessible CUSS airport kiosks installed between December 12, 2016, and September 30, 2017.

WHEREAS, it is in the public interest for airlines to provide accessible kiosks beyond the Department's required 25 percent threshold and for airlines to comply prior to the deadline of December 12, 2023, both of which Southwest has agreed to do.

NOW, THEREFORE, Southwest Airlines Co., and the U.S. Department of Transportation hereby agree to the provisions below.

Compliance and Mitigation Plan

1. No later than September 30, 2017, Southwest must:
 - a. Provide at least 50 percent accessible kiosks across its entire proprietary kiosk fleet in service at U.S. airports with annual enplanements of 10,000 passengers or more.
 - b. Ensure that any inaccessible CUSS software that it provided to covered U.S. airports for kiosks installed on or after December 12, 2016, is replaced with accessible CUSS software.
2. After September 30, 2017, Southwest agrees to install only accessible kiosks in its proprietary kiosk fleet system-wide to ensure that 100 percent of new kiosk installations are accessible models in the future.
3. After September 30, 2017, Southwest agrees to deliver only accessible kiosk software to be run on accessible CUSS kiosks in service at U.S. airports with annual enplanements of 10,000 passengers and to ensure that 100 percent of the Southwest software running on accessible CUSS kiosks is accessible.

Verification and Certification of Plan Implementation

4. By October 31, 2017, Southwest must provide, with supporting documentation, a sworn statement from a responsible company official verifying and certifying:
 - a. The total number of its proprietary kiosks (accessible and inaccessible) in service at U.S. airports with annual enplanements of 10,000 passengers or more as of September 30, 2017;
 - b. The total number of its accessible proprietary kiosks in service at U.S. airports with annual enplanements of 10,000 passengers or more as of September 30, 2017;

- c. The total number of CUSS kiosks in service at U.S. airports with annual enplanements of 10,000 passengers or more on which Southwest kiosk software (accessible and inaccessible) runs;
- d. The total number of CUSS kiosks in service at U.S. airports with annual enplanements of 10,000 passengers or more on which Southwest accessible kiosk software runs; and
- e. The total number of accessible CUSS kiosks on which accessible Southwest kiosk software runs that were installed on or after December 12, 2016, at U.S. airports with annual enplanements of 10,000 passengers or more.

U.S. Department of Transportation Action Plan

5. The Department's Office of Aviation Enforcement and Proceedings will refrain from taking enforcement action against Southwest for its temporary noncompliance with the Department's kiosk accessibility requirements from December 12, 2016, to September 30, 2017, provided that the carrier undertakes the compensatory measures outlined in paragraphs 1 through 3 above and submits the verifications and certifications in accordance with paragraph 4.

Miscellaneous

6. This Agreement shall not be waived, changed, or otherwise altered, except in writing with approval by the Department's Office of Aviation Enforcement and Proceedings. Any change to this agreement having repercussions on the compliance of CUSS kiosks will be coordinated with the FAA to promote consistency with respect to any compliance agreements the FAA may enter into with airports where Southwest kiosk software is running on CUSS kiosks.
7. This Agreement shall take effect and become final within 10 days of its issuance.
8. The provisions of this Agreement shall be binding on the parties and shall remain effective until waived, changed, or otherwise altered as set forth in paragraph 6.
9. Should Southwest fail to fulfill any provision of paragraphs 1, 2, or 3 above, the Department will take enforcement action against the carrier for each installation of an inaccessible proprietary kiosk or delivery of inaccessible CUSS kiosk software between December 12, 2016, and September 30, 2017. The Department will hold Southwest responsible for each violation in accordance with 49 U.S.C. 46301(a)(1).
10. In any instance where a violation occurs as a result of the delivery of inaccessible Southwest kiosk software for installation on an accessible CUSS kiosk between December 12, 2016, and September 30, 2017, the Department will coordinate with the FAA to promote an appropriate enforcement approach based on the totality of the circumstances with respect to the airports involved.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the 1st day of November 2016.

U.S. DEPARTMENT OF TRANSPORTATION SOUTHWEST AIRLINES CO.

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