

**TRANSLATION**

][Dated   202

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(1) SWEDAVIA AB  
as airport operator

och

(2)   
as groundhandler

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**GROUNDHANDLING OPERATIONS AGREEMENT**

in respect of  Airport

Agreement number: D

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**Note:** This is an English-language translation of the Swedish-language version of the template agreement. In case of discrepancies between the Swedish-language version and this translation, the Swedish-language version shall prevail.

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This groundhandling operations agreement (the "**Agreement**") in respect of [X] Airport (the "**Airport**") is entered into between the following parties:

- (1) SWEDAVIA AB, a company incorporated under the laws of Sweden with company registration number (Sw. *organisationsnummer*) 556797-0818 ("**Swedavia**"); and
- (2) [X], a company incorporated under the laws of [X] with company registration number ([X]. "[X]") [X] (the "**Groundhandler**").

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## 1. **BACKGROUND**

- 1.1 Swedavia is a Swedish airport operator that owns and operates the Airport.
- 1.2 The Groundhandler [[is] / [contemplates to establish itself as]] a ["supplier of groundhandling services"] / ["airport user" conducting "self-handling"] at the Airport. As of the date of the Agreement, the Groundhandler's contemplated groundhandling operations at the Airport comprise [X]-services under [chapter][s] / [clause][s] [X] - [X] of the appendix to the Swedish Act (2000:150) on Groundhandling (the "**Groundhandling Act**").
- 1.3 In order to conduct its groundhandling operations, the Groundhandler requires access to certain infrastructure at the Airport (including access to certain parts of the Airport's "Security Restricted Area" and "Critical Security Restricted Area" or "SRA" and "CSRA" respectively, which the areas are commonly also referred to).
- 1.4 Pursuant to section 7 of the Groundhandling Act, access to the market for the provision of groundhandling services to third parties shall, as a general rule, be free. Section 20 of the Groundhandling Act furthermore provides that ["suppliers of groundhandling services"] and ["airport users"] conducting ["self-handling"] shall be granted access to such airport infrastructure that the airport operator from time to time makes available (if such access is necessary for them to carry out their groundhandling activities). These rights are, however, conditional upon the relevant groundhandler meeting or fulfilling (as the case may be) all applicable requirements relating to safety, security and technical standards, as well as paying the consideration that the

airport operator is entitled to under section 20 of the Groundhandling Act.

- 1.5 Pursuant to the Commission Regulation (EU) No. 139/2014 of 12 February 2014 laying down requirements and administrative procedures related to aerodromes pursuant to Regulation (EC) No. 216/2008 of the European Parliament and the Council, Swedavia is responsible towards the Swedish Transport Agency (Sw. *Transportstyrelsen*) and EASA for ensuring that the operations carried out at the Airport comply with applicable requirements.
- 1.6 Furthermore, airport users operating at the Airport typically require access to groundhandling services. Each supplier of groundhandling services that runs groundhandling operations at the Airport must therefore, as a general rule, accept to provide its services to any airport user that requests the services to be provided at the Airport.
- 1.7 In view of clauses 1.1 - 1.6, Swedavia offers any supplier of groundhandling services and airport user wishing to conduct groundhandling operations at the Airport, to enter into a "groundhandling operations agreement" (provided, however, that the groundhandler fulfills all applicable requirements and none of the exceptions under the Groundhandling Act is at hand).
- 1.8 The groundhandling operations agreements govern the relevant groundhandler's rights, and where relevant, obligations to conduct groundhandling operations at the Airport, including the groundhandler's obligation to comply with applicable safety and security requirements, and its use of Common Infrastructure and, if applicable, Type-specific Infrastructure. For the avoidance of doubt, the groundhandling operations agreements do not govern any use of Company-specific Infrastructure (which instead always requires that Swedavia and the relevant groundhandler have entered into a *specific* concerning the use of the relevant infrastructure).
- 1.9 In view hereof, the Parties have entered in this Agreement [partly] to agree on the terms and conditions that are to govern the Groundhandler's groundhandling operations at the Airport (for the avoidance of doubt, the Agreement constitute a groundhandling operations agreement referred to clauses 1.7 - 1.8)[, and partly to replace the previous [license] agreement that the Parties entered into on [X]].

## 2. DEFINITIONS AND CERTAIN INTERPRETATION RULES

2.1 The definitions in Schedule A shall apply when used in the Agreement.

2.2 Unless otherwise stated in the Agreement, the following interpretation rules shall apply:

- (a) references to a "chapter", "clause" or "Schedule", is a reference to a chapter or clause of, or a schedule to, this main body of the Agreement;
- (b) each Schedule forms an integral part of the Agreement;
- (c) the words "include" or "including" are used to indicate that examples are non-exhaustive and do not limit the generality of the relevant clause;
- (d) defined terms expressed in one inflexion include all other inflexions of such term;
- (e) the terms "airport user", "groundhandling service", "self-handling" and "supplier of groundhandling services" shall have the same meaning as in the Groundhandling Act;
- (f) the term "CSRA" shall have the same meaning as in the Swedish Transport Agency's regulation (TSFS 2020:80) on airport security; any
- (g) references to legislative acts or regulations (including EU regulations) shall if (i) the act or regulation is replaced or substituted by new with corresponding provisions, or (ii) the relevant provision is transferred to another act or regulation or another section, be construed as a reference to the new legislation or section.

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## 3. RIGHT TO CONDUCT GROUNDHANDLING OPERATIONS

3.1 Swedavia grants, in accordance with the terms and conditions of the Agreement, the Groundhandler a *non-exclusive* right to [provide to third parties] / [conduct self-handling of] any of the groundhandling services set out in the description of operations attached hereto as Schedule B (the "Descrip-

tion of Operations”), or the description of operations that may replace it (or a later version) in accordance with clauses 4.4 - 4.6.

- 3.2 The non-exclusivity means that Swedavia at all times is entitled to grant other groundhandlers the right to conduct groundhandling operations at the Airport (including with the Groundhandling competing operations). Chapter 7 contains additional provisions concerning Swedavia’s rights to restrict the groundhandling operations at the Airport, and also redistribute land and infrastructure among the groundhandlers (including the Groundhandler) conducting groundhandling operations at the Airport.
- 3.3 Swedavia shall ensure that the terms and conditions it imposes on groundhandlers conducting the same type of groundhandling operations at the Airport, are non-discriminatory.

#### **The right to use airport infrastructure**

- 3.4 In accordance with clause **Fel! Hittar inte referenskälla.**, the Agreement only entitles the Groundhandler to use Common Infrastructure and any Type-specific Infrastructure that Swedavia (from time to time) makes available for the types of groundhandling services covered by the Agreement.
- 3.5 The Type-specific Infrastructure that Swedavia makes available pursuant to clause 3.4, is set out in Schedule C. Should Swedavia make changes to the composition of the Type-specific Infrastructure, Swedavia shall furnish the Groundhandler with an updated version av Schedule C (which thereby replaces the then current version of the schedule).
- 3.6 The Agreement does not cover any use by the Groundhandler of Company-specific Infrastructure (which instead always requires that the Parties first having concluded a specific agreement regarding such use).

#### **Opening hours of the Airport**

- 3.7 The Agreement does not impose any responsibility or obligation on Swedavia to keep the Airport open during any specific times, or otherwise ensure or procure any specific traffic volumes (neither at the Airport as such nor, where applicable, at any specific terminal).

- 3.8 Swedavia shall procure that the Airport's from time-to-time applicable opening hours are published in AIP (or the publication which may replace AIP).
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#### 4. **THE PERFORMANCE OF GROUNDHANDLING SERVICES**

- 4.1 The Groundhandler acknowledges that groundhandling operations carried out at the Airport are subject to various legal requirements and frameworks relating to safety and security, including the Commission Regulation (EU) No. 139/2014 (to which reference is made in clause 1.5), the Swedish Aviation Act (2010:500), the Swedish Protection Act (2010:305), the Swedish Act (2004:1100) on Aviation Security, the Swedish Transport Agency's Regulations (TSFS) 2020:80 (to which reference is made in clause 2.2 (f)), and the Commission Implementing Regulation (EU) No. 2015/1998 of 5 November 2015 laying down detailed measures for the implementation of the common basic standards on aviation security and that compliance, and that adherence with those requirements and frameworks is paramount for a safe and efficient operation of the Airport.

##### **Descriptions of operations**

- 4.2 To be able to fulfil its obligations under clause 1.5, and to operate the Airport efficiently and resolve on relevant fees and charges, Swedavia must have sufficient knowledge of the Groundhandler's groundhandling operations at the Airport. In view hereof, the Groundhandler has prepared the Description of Operations, which has been approved by Swedavia prior to the date of the Agreement.
- 4.3 The Groundhandler shall conduct its groundhandling operations at the Airport in compliance with the Description of Operations or the description of operations that may replace it (or a later description of operations) in accordance with clauses 4.4 - 4.5.
- 4.4 If the Groundhandler wishes to make operational and/or organisational changes that affects, or can be reasonably expected to affect:
- (a) the Groundhandler's groundhandling operations at the Airport; or



(b) any other operations at the Airport,

the Groundhandler shall prepare a revised description of operations, which it shall submit to Swedavia for approval. An expansion of the Groundhandler's operations to include additional types of groundhandling services, always requires a revised description of operations to be prepared and submitted to Swedavia for approval.

- 4.5 Changes referred to in clause 4.4 may not be implemented until Swedavia has approved the revised description of operations in writing (which thereby automatically replaces the then valid description of operations). Without prejudice to the first sentence of this clause 4.5, Swedavia agrees to promptly review any revised description of operations and not to reject any such description unless it has reasonable cause to do so (in situations where the Groundhandler under its new description of operations wishes to perform new types of groundhandling services, Swedavia may for the avoidance of doubt require that the Agreement is amended to properly reflect the consulted terms and conditions that Swedavia typically applies in respect of the relevant types of groundhandling Services.

#### **Personnel and subcontractors**

- 4.6 The Groundhandler shall procure that there at all times is a sufficient number of personnel present, and that such personnel are trained and authorised in accordance with all applicable requirements, and have the knowledge and experience required, for its groundhandling operations at the Airport to be performed in a safe, correct and efficient manner. This notwithstanding, the Groundhandler may allow personnel undergoing training to perform relevant work tasks in connection with such training activities (provided that all applicable requirements and rules under clause 4.17 are fully complied with).
- 4.7 The Groundhandler may use subcontractors (including staffing companies or agencies) in connection with its groundhandling operations at the Airport only if and to the extent such use is permitted pursuant to then valid description of operations referred to in clause 4.3 (for the avoidance of doubt, a corresponding limitation applies in respect of permitted subcontractors' use of subcontractors). If subcontractors are used, the Groundhandler's responsibilities under clause 4.6 shall extend also to the personnel of such

subcontractors.

- 4.8 Clause 4.18 and chapter 12 contain additional provisions regarding the Groundhandler's responsibilities and liabilities relating to its personnel and possible subcontractors.

**Contact persons for safety and security related matters**

- 4.9 The Groundhandler shall procure that there at all times is a nominated person responsible for safety and security matters respectively, relating to the Groundhandler's groundhandling operations at the Airport. The said persons shall serve as Swedavia's contact persons in all matters they are responsible for and shall in that capacity:
- (a) promptly notify Swedavia of circumstances or events that adversely affect, or can be expected to adversely affect, the security or safety situation at the Airport; and
  - (b) take such actions that from time to time are necessary to uphold acceptable security or safety standards at the Airport.
- 4.10 A single person may, unless Swedavia has notified the Groundhandler otherwise in writing, be responsible for both safety and security related matters (more than one person may, however, not be responsible for the same type of matters).
- 4.11 Each person that the Groundhandler appoints according to clause 4.9, shall:
- (a) be employed directly by the Groundhandler or its parent company;
  - (b) if relevant, be approved by the Swedish Transport Agency, and be deemed by Swedavia to (i) have sufficient knowledge of applicable rules and other requirements relating to airport security or aviation safety, and (ii) be eligible for being granted a Badge pursuant to chapter 5; and
  - (c) have the authority to make legally binding decision on behalf of the Groundhandling in security and safety related matters.

- 4.12 If there is reasonable cause for Swedavia to consider a responsible person not to meet the requirements set out in clause 4.11, or fulfill the responsibilities under clause 4.9, Swedavia shall notify the Groundhandler thereof in writing (and furnish the Groundhandler with a written statement detailing the reasons therefore). The Parties shall thereafter promptly discuss and in good faith seek to resolve the matter. Should the matter not have been resolved within 30 days of the Groundhandler's receipt of Swedavia's abovementioned notice, the Groundhandler shall upon Swedavia's written request, replace the relevant person with one that can be reasonably expected to carry out the responsibilities under clause 4.9 and meets the requirements set out in clause 4.11. This clause 4.12 shall for the avoidance of doubt not affect Swedavia's right under clause 14.5 to suspend the Groundhandler's rights to conduct groundhandling operations at the Airport.
- 4.13 As of the date of the Agreement, the Groundhandler has appointed the persons named in Schedule D as its responsible persons for security and safety related matters at the Airport in accordance with clause 4.9. The persons that Swedavia from time to time appoints as its responsible persons for security and safety related matters, are identified in AR.
- 4.14 The Groundhandler shall promptly notify Swedavia in writing in case any of its responsible persons pursuant to clause 4.9, is replaced. Swedavia shall promptly update AR in case any of Swedavia's responsible persons is replaced.

**Licenses, approvals and compliance**

- 4.15 The Groundhandler shall hold all such licenses and other forms of approvals that from time to time are required for the groundhandling operations that the Groundhandler conducts at the Airport.
- 4.16 It is the Groundhandler's responsibility to obtain and maintain, at its own cost and expense, the licenses and approvals referred to in clause 4.15.
- 4.17 The Groundhandler shall furthermore conduct its groundhandling operations at the Airport in full compliance with:
- (a) applicable legislation and orders of competent courts and authorities;

- (b) applicable requirements of AR;
  - (c) applicable conditions, requirements and/or limitations in any license or approval referred to in clause 4.15;
  - (d) the environmental requirements set out in Schedule E; **[ and]**
  - (e) **[the specific requirements set out in Schedule F; and]**
  - (f) Swedavia's other written instructions regarding the Groundhandlers operation relating to security or safety at the Airport (such instructions may not contradict any applicable laws or regulations, and shall be sent to the relevant responsible person appointed by the Groundhandler pursuant to clause 4.9 - 4.14).
- 4.18 The obligations under clause 4.17 include a responsibility for the Groundhandler to procure that both its own personnel and any permitted subcontractor and its personnel (to the extent the relevant subcontractor performs services on behalf of the Groundhandler), comply with the relevant rules, requirements, instructions and decisions. For the avoidance of doubt, this responsibility applies also if the subcontractor has entered into a separate groundhandling operations agreement with Swedavia. In situations where both the Groundhandler and its subcontractor have entered into groundhandling operations agreements with Swedavia, they may thus be jointly and severally responsible towards Swedavia for the groundhandling activities performed by the subcontractor on behalf of the Groundhandler, and it is the responsibility of the Groundhandler and the relevant subcontractor to among themselves regulate liability related matters relating to their contractual relationship if they so desire.
- 4.19 The Groundhandler shall also, through the information that Swedavia makes available in AI, keep itself informed about any news or updates that affect its operations at the Airport.

**Audits [ (including initial access audits) ]**

- 4.20 **[The Groundhandler's right to conduct groundhandling operations at the Airport under the Agreement, is conditional upon the Groundhandler first having successfully passed an initial access audit conducted by Swedavia.]**

- 4.21 Swedavia may [also] conduct [such other] audits of the Groundhandler and its operations that Swedavia from time to time deems necessary to ensure that the Groundhandler fulfils its responsibilities and obligations under the Agreement.
- 4.22 If the Groundhandler uses subcontractors in connection with its groundhandling operations at the Airport (which in such case shall be done in compliance with clause 4.7), whose personnel have access to the Restricted Area, the Groundhandler shall procure that Swedavia is afforded the possibility to also audit such subcontractors in the manner prescribed in clause[s] 4.20 [ - 4.21].
- 4.23 Swedavia is entitled to engage external representatives to perform, partly or in whole, any audit referred to in clauses 4.20 - [4.21 / 4.22]. The audits may involve site visits at the Groundhandler (or its subcontractors).
- 4.24 The Groundhandler shall in connection with any audit, cooperate with Swedavia (including any representative conducting the audit on Swedavia's behalf) and at its own cost and expense, provide such assistance that is necessary for the audit to be completed without undue delay. This includes a responsibility for the Groundhandler to promptly:
- (a) procure that Swedavia is furnished all relevant information, documentation and other material that Swedavia requests; and
  - (b) grant, or procure that Swedavia is granted, access to relevant parts or areas of the Groundhandler's (or its subcontractors') premises or equipment.
- 4.25 Swedavia shall notify the Groundhandler in writing of any shortcomings identified by Swedavia in connection with an audit, after which the Groundhandler promptly shall remedy the same (or procure that its subcontractors remedy shortcomings relating to the relevant subcontractor). For the avoidance of doubt, the shortcomings may (based on their severity and nature) entitle Swedavia to terminate or suspend the Agreement in accordance with chapter 14 (or revoke or suspend the Groundhandler's right to use subcontractors that do not fulfil or meet the relevant requirements).

- 4.26 Audits shall be performed in such manner that the actions taken, taking into account the purpose of the audit, have as little adverse effect as possible on the Groundhandler's operation (or that of the relevant subcontractor).

**The obligation to provide groundhandling services**

- 4.27 The Groundhandler shall, subject to clause [4.27 / 4.28] and chapter 13, offer and provide each type of groundhandling service that it normally provides at the Airport, to any airport user that requests the same to be provided at the Airport.
- 4.28 The obligation under clause [4.26 / 4.27] to offer groundhandling services, does not apply in relation to airport users that the Groundhandler is prevented from offering the relevant groundhandling service under statutory laws or regulations (including trade control laws and sanctions) applicable to the Groundhandler, its owners and/or its subsidiaries or sister companies. The Groundhandler's obligation to provide groundhandling services to airport users shall furthermore be conditional upon the Groundhandler and the relevant airport user having been able agree on terms and conditions that are commercially reasonable for the Groundhandler, and that the user fulfils its responsibilities and obligations thereunder.
- 4.29 [The Groundhandler shall furthermore, in consultation with possible other suppliers of groundhandling services that at the Airport provide the same type of Base Services as the Groundhandler does, procure that at least one provider is always present to provide the relevant Base Service during the Airport's opening hours. If the suppliers (including the Groundhandler) are unable to reach an agreement on how their said obligation shall be fulfilled, the Groundhandler may refer the matter to Swedavia which shall than decide how the situation shall be resolved. The Groundhandler agrees, subject to clause [4.29 / 4.30], to comply with Swedavia's decision. When making decisions pursuant to this clause [4.28 / 4.29], Swedavia shall, as far as reasonably possible, consider the suppliers' (including the Groundhandler) operational needs and prerequisites so that the solution becomes as appropriate and neutral as possible from a competition perspective.
- 4.30 The Groundhandler's obligations to comply with decisions rendered by Swedavia's in accordance with clause [4.28 / 4.29], shall be without preju-

dice to any right the Groundhandler may have to refer the matter to the Swedish Transport in accordance with the Groundhandling Act, or a competent court in accordance with chapter 19. However, until the Swedish Transport Agency or the court has rendered a decision or judgement, Swedavia's decision shall (unless Swedavia otherwise notifies the Groundhandler in writing) continue in full force and effect and shall thus be complied with by the Groundhandler.]]

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## 5. ACCESS TO RESTRICTED AREAS

- 5.1 Swedavia shall, subject to clauses 5.2 - 5.7, grant the Groundhandler's personnel (and if applicable, personnel of the Groundhandler's permitted subcontractors), access to the parts of the Airport's SRA and CSRA set out in Schedule [F / G] (the relevant parts are referred to as the "**Restricted Area**").
- 5.2 Unless there is a valid agreement in place between the Parties regarding a for the Groundhandler dedicated access control solution at the Airport (also referred to as "direct CSRA access" or "eget tillträde" in Swedish), any entry to or exit from the Restricted Area (made in connection with the Groundhandler's groundhandling operations) shall be made by utilising the Airport's centralised access control facilities that are available from time to time.

### Badges

- 5.3 The right pursuant to clause 5.1 to access the Restricted Area, shall at all times be conditional upon the relevant person, in addition to fulfilling all applicable rules and requirements under clause 4.17, holding and being able to present, a valid Badge.
- 5.4 Unless Swedavia otherwise notifies the Groundhandler in writing, or if AR provides otherwise, it is the Groundhandler's responsibility to apply for a Badge in respect of each person it wishes to be granted access to the Restricted Area. Such applications shall be made in accordance with the application process that Swedavia from time to time has published in AR.
- 5.5 Badge applications will be reviewed individually by Swedavia on a case-to-case basis in accordance with applicable rules and regulations (including

AR). To the extent Swedavia controls the application process, Swedavia undertakes to review and process applications promptly. For the avoidance of doubt, Swedavia does not guarantee any person to be granted a Badge. Such grants are instead always predicated on the relevant application and person fulfilling or otherwise meeting all applicable rules and requirements.

- 5.6 The Groundhandler is responsible towards Swedavia for any use of Badges issued based on an application by the Groundhandler, including that the Badges are used only by the relevant holder when performing work tasks relating to the Groundhandler's groundhandling operations at the Airport.
- 5.7 Swedavia may with immediate effect block and/or revoke a Badge (either on a temporary or permanent basis), if:
- (a) the Agreement is effectively terminated (irrespective of reason);
  - (b) the validity period of the Badge has expired; or
  - (c) the relevant person in Swedavia's reasonable opinion (i) has failed to comply with applicable rules or requirements under clause 4.17, in a way where a continued access to the Restricted Area can no longer be accepted or tolerated, or (ii) does no longer meet the requirements to be granted a Badge (including that the person has no legitimate need to access the Restricted Area).
- 5.8 The Groundhandler shall procure that any Badge which no longer can or may be used, is immediately returned to Swedavia.
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## 6. CHARGES

- 6.1 The Groundhandler shall pay the charges set out in the (from time to time) applicable version of Schedule [G / H].
- 6.2 Swedavia may during the term of the Agreement amend Schedule [G / H] in accordance with clauses 6.3 - 6.6.
- 6.3 If Swedavia wishes to amend the charging system (including an introduction of new charges), or otherwise change the structure or levels of one or more



charges, Swedavia shall first consult the proposed amendments in accordance with Section 22 of the Groundhandling Act. Should Swedavia after the consultation decide to implement the consulted changes (either in whole or in part), the new or amended charges may enter into force no earlier than 60 days after Swedavia has published the decision and furnished the Groundhandler with an updated version of Schedule [G / H] that correctly reflects the charges payable after the said changes has entered into force.

6.4 The charges payable by the Groundhandler pursuant to clause 6.1 only constitute consideration for the use of the Common Infrastructure and, if applicable, Type-specific Infrastructure that Swedavia makes available pursuant to clauses 3.4 - 3.5 (provided in each case that Swedavia has decided to allocate costs for such infrastructure towards the groundhandling charges). Accordingly, the charges payable under clause 6.1 do not constitute consideration for:

- (a) the right as such to conduct groundhandling operations at the Airport (Swedavia does not charge any such consideration at all);
- (b) any Type-specific Infrastructure made available in respect of other types of groundhandling services than those that the Groundhandler may perform under the Agreement;
- (c) any Company-specific Infrastructure; or
- (d) any administration and issuance of Badges.

6.5 A consequence of clause 6.4 (b) is that Swedavia shall be entitled to amend Schedule [G / H] also in situations where the Groundhandler is granted the right to conduct other types of groundhandling services at the Airport. The schedule shall in such case be amended so it correctly reflects the consulted charges for the types of groundhandling services that the Groundhandler is then entitled to conduct under the Agreement.

#### **Invoicing**

6.6 Any charges payable under clause 6.1 shall be invoiced monthly in arrears or at such later time decided by Swedavia.

- 6.7 Invoices may be sent by e-mail to the address that the Groundhandler from time to time has notified Swedavia in writing. The e-mail address for invoicing purposes to be used as of the date of the Agreement, is set out in Schedule D.

### **Payment**

- 6.8 The Groundhandler shall pay properly issued invoices according to this chapter 6, within 30 days of its receipt of the relevant invoice (for the avoidance of doubt, the Groundhandler's payment obligation is subject to Swedavia having issued an invoice in respect of the relevant payment to be made).
- 6.9 In case of late payments, Swedavia shall be entitled to default interest on the outstanding amount in accordance with section 6 of the Swedish Interest Act (1975:635), until payment has been made in full (including any accrued interest).
- 6.10 Chapter 8 contains additional provisions regarding invoicing and the Groundhandler's payment obligations in situations where it has failed to fulfill its reporting obligations in a way that prevents Swedavia from determining the charges payable by the Groundhandler under the Agreement.

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## **7. CONSULTATIONS**

- 7.1 Swedavia shall comply with any applicable consultation requirement under applicable law, and shall thus permit the Groundhandler to participate in all consultation meetings that the Groundhandler is entitled to attend under the Groundhandling Act.
- 7.2 Without prejudice to clause 7.1, consultation meetings shall be held (and registrations for such meetings shall be made) in accordance with the statutes resolved upon and published by Swedavia from time to time. Before making changes to the statutes, Swedavia shall consult the proposed changes with the suppliers of groundhandling services conducting groundhandling operations at the Airport, and the Airport's "user committee" established by Swedavia in accordance with Section 5 of the Groundhandling Act.

- 7.3 The Groundhandler acknowledges that the Groundhandling Act may require or entitle Swedavia to reallocate the available space at the Airport, or other airport infrastructure among the suppliers of groundhandling services and airport users conducting groundhandling operations at the Airport. Subject to notice in reasonable time the Ground-handler accepts to cooperate, at its own cost and expense, with Swedavia to facilitate such reallocations promptly (provided that Swedavia complies with all applicable requirements). For the avoidance of doubt, this clause 7.3 shall not impair or reduce any rights that the Groundhandler may have under other valid agreements with Swedavia.
- 7.4 The Groundhandler furthermore accepts to use such *centralised* Airport infrastructure that Swedavia resolves upon in accordance with Section 21 of the Groundhandling Act.
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## 8. REPORTING REQUIREMENTS

- 8.1 The Groundhandler shall report to Swedavia all such information and data that Swedavia from time to time requires to determine and/or invoice any charges payable by the Groundhandler under clause 6.1.
- 8.2 Should the Groundhandling for any reason (including situations referred to in chapter 13) fail to fulfill its reporting obligations under clause 8.1, Swedavia shall be entitled to *assess* the parameters for which Swedavia has not obtained the relevant information. Such assessments shall be reasonable, and Swedavia shall, if applicable, adjust the relevant charge upon receipt from the Groundhandler of correct information.
- 8.3 No assessment made, or penalty requested, by Swedavia in accordance with clauses 8.2 - **Fel! Hittar inte referenskölla.** shall affect Swedavia's right under clause 14.3 to terminate the Agreement.
- 8.4 [The Groundhandler shall furthermore report to Swedavia the traffic related information set out in the (from time to time) applicable version of Schedule H / I.] [This obligation shall not apply if and to the extent the relevant airport user fulfills the reporting requirements instead.] Swedavia may amend Schedule H / I to include such other information with a relevant connection to

the Groundhandler's groundhandling operations at the Airport that Swedavia from time to time requires to fulfil any reporting obligations it may have under applicable law. Swedavia shall in such case furnish the Groundhandler with an updated version of Schedule H / I] which may enter into force no earlier than 60 days after Groundhandler's receipt thereof.]

- 8.5 For the avoidance of doubt, this chapter 8 shall limit any reporting obligations that the Groundhandler may have under clause 4.17.
- 8.6 The Groundhandler is responsible towards Swedavia for any reported information (including, if applicable, information reported pursuant to clause 4.17) being correct and complete, and that it is reported in the formats and within the reasonable timeframes that Swedavia from time to time has notified the Groundhandler in writing, or which are stipulated in AR. [The Groundhandler acknowledges that a failure to comply with its reporting obligations under clause 8.4 may cause Swedavia to breach its obligations under the Swedish Transport Administration's regulations (LSF 2007:70) on commercial airports' reporting of air traffic information. The Groundhandler shall in such case, unless its breach is excused under chapter 13, compensate Swedavia in accordance with chapter 12 for any Damage incurred by Swedavia as a result of the Groundhandler's breach.]

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## 9. INTELLECTUAL PROPERTY RIGHTS

[Save for intellectual property rights set out in Schedule [H / I / J], the Agreement] / [The Agreement] does not confer upon any of the Parties, any intellectual property rights belonging to or being vested in the other Party or a third party.

## 10. DATA PROTECTION AND PRIVACY

- 10.1 Any processing of personal data in connection with the Parties performance of the Agreement shall always be made in full compliance with applicable data protection legislation, and the Parties shall therefore promptly:
- (a) enter into such agreements (including data processor agreements);

- (b) execute such additional documents; and/or
- (c) take such other actions,

that are, or reasonably can be expected to be, necessary for such purposes.

- 10.2 The Groundhandler acknowledges that the Airport is a "protective object" (Sw. "skyddsobjekt") under the Swedish Protection Act, and accepts that its operations at the Airport will be subject to camera surveillance where recording may be made and stored.

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## 11. CONFIDENTIALITY

- 11.1 Neither Party may, without the other Party's prior written consent, disclose Confidential Information to any third party or use such information for purposes not relating to the Agreement. For purposes of this chapter 11, the notion "third parties" does not include the relevant Party's personnel, professional advisors or representatives, provided that the relevant person has a legitimate need to know the information to allow the Party to fulfil its obligations or enforce its rights under or in connection with the Agreement. Each Party shall, however, procure that such personnel, professional advisors and representatives treats the Confidential Information they gain access to, in the same manner as the Party is obliged to under this clause 11.1.
- 11.2 The Parties' confidentiality obligations referred to in clause 11.1 shall not apply in respect of Confidential Information that:
- (a) must be disclosed pursuant to applicable laws, regulations or other statutory rules (or to allow the Party to fulfil its obligations under to such laws, regulations or rules);
  - (b) must be disclosed pursuant to an order or decision by a competent authority or court;
  - (c) must be disclosed in order for the Party to fulfil its obligations, or enforce its rights, under the Agreement; or
  - (d) the Party can demonstrate it was aware of, or otherwise had rightful

access to, prior to receiving the information under or in connection with the Agreement.

- 11.3 The Groundhandler acknowledges that the Agreement is based on a template used by Swedavia also in other contractual relationships. Accordingly, this chapter 11 shall not limit or restrict Swedavia's right to enter into corresponding agreements with third parties, or discuss with them matters relating to Swedavia's provisioning of Common Infrastructure or Type-specific Infrastructure.
- 11.4 Nor shall this chapter 11 limit the Groundhandler's right to discuss with other suppliers or groundhandling services or airports users conducting groundhandling operations at the Airport, matters concerning any Common Infrastructure or Type-specific Infrastructure that Swedavia provides (or the absence of infrastructure relating to the said infrastructure types).
- 11.5 The confidentiality undertakings set out in this chapter 11 apply throughout the term of the Agreement and for a period of two years following its termination unless statutory legislation or separate confidentiality undertakings prescribe a longer period of confidentiality (in which case it shall apply instead).
- 

## 12. **LIABILITY AND LIMITATIONS OF LIABILITY**

12.1 Each Party shall be responsible for Damages it inflicts on the other Party by:

- (a) not fulfilling its responsibilities or obligations under the Agreement; or
- (b) destroying, damaging or otherwise losing, through willful misconduct or negligence in connection with the operations conducted under the Agreement, property belonging to the other Party or a third party,

and shall, subject to the limitations set out in clauses 12.3 - 12.5, 12.7 - 12.8 and chapter 13, compensate the other Party for such Damage.

12.2 In addition to the liability obligations under clause 12.1, but subject to the limitations set out in clauses 12.7 - 12.8, each Party (the "responsible Party")

shall compensate the other Party for any Damage that the responsible Party is strictly responsible for under applicable law.

- 12.3 Unless otherwise stated in the Agreement, neither Party shall be liable under clause 12.1 for indirect Damages such as lost profits, inability to fulfill contractual obligations towards third parties, or other losses of anticipated benefits of contracts. Damages to aircraft caused by Swedavia's airport infrastructure shall also constitute indirect damages for purposes of this Agreement.
- 12.4 Each Party's liability pursuant to clause 12.1 shall furthermore be limited to SEK 300,000,000 per occasion (unless the Party's liability for the Damage is covered by insurance).
- 12.5 The limitations of liability under clauses 12.3 - 12.4 shall not apply if and to the extent the Damage:
- (a) has been caused through the relevant Party's willful misconduct or gross negligence; or
  - (b) relates to a breach by the relevant Party of its confidentiality obligations under chapter 11.
- 12.6 Nor does the limitations of liability under clauses 12.3 - 12.4 apply, for the avoidance of doubt, in respect of Damages that the relevant Party is strictly liable for under clause 12.2.
- 12.7 If the suffering Party has itself contributed to the Damage, the responsible Party's liability under clauses 12.1 - 12.2 shall be adjusted accordingly.
- 12.8 Each Party shall always take reasonable measures and actions to mitigate the potential Damages it may suffer as a result of the other Party's breach of its obligations or responsibilities under the Agreement. For the avoidance of doubt, the Parties shall not be liable for Damages that the suffering Party could have avoided through such actions or measures.

#### **Insurance requirements**

- 12.9 The Groundhandler shall maintain, and shall procure that its permitted sub-

contractors maintain, a valid general liability insurance covering both bodily injury and property damage caused by the groundhandling operations conducted by the Groundhandler under the Agreement. The policy limit shall, subject to the second sentence of clause 12.10, amount to at least[

- (a) SEK 100,000,000 for operations conducted by the Groundhandler under the Agreement in direct connection to aircraft; and
- (b) SEK 10,000,000 for other operations conducted by the Groundhandler under the Agreement,

] / [SEK 10,000,000] and the policy's other terms and conditions shall provide an adequate protection for Swedavia against possible Damages that the Groundhandler is liable for under the Agreement.

12.10 Swedavia confirms that the general liability insurance policy presented by the Groundhandler in conjunction with the entering into of this Agreement, is acceptable to Swedavia based on the conditions and circumstances then prevailing[ (in particular that the Groundhandler would not conduct groundhandling activities in direct connection to aircraft)]. This notwithstanding, the Groundhandler shall on Swedavia's written request, procure that relevant adjustments to the said insurance policy prompted by new or changes circumstances, are promptly made to uphold an adequate protection for Swedavia against Damages for which the Groundhandler is responsible for under the Agreement.

12.11 The Groundhandler shall furthermore procure that any vehicle registered in the Swedish Transport Agency's Swedish Road Traffic Register (Sw. *Vägtrafikregistret*) that is used at the Airport in connection with its groundhandling operations, has a valid motor insurance (Sw. *trafikförsäkring*).

12.12 The Groundhandler shall on Swedavia's written request, furnish Swedavia with copies of any insurance certificate or similar documentation that Swedavia reasonable requires to determine whether the Groundhandler is fulfilling its obligations under clauses 12.9 - 12.11.

12.13 The Groundhandler shall promptly upon becoming aware of any circumstance that can reasonably be expected to give rise to a Damage for which



the Groundhandler is responsible, notify both its insurer and Swedavia thereof in writing.

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### 13. **FORCE MAJEURE**

13.1 A Party that is prevented from fulfilling or performing its responsibilities or obligations under the Agreement due to circumstances:

- (a) beyond the Party's reasonable control; and
- (b) which the Party was and should not have been aware of as of the date of the Agreement,

shall be excused and the other Party shall thus not be entitled to terminate the Agreement pursuant to clause 14.3 (b), or otherwise be entitled to compensation pursuant chapter 12, for any Damage caused by such non-fulfillment or non-performance. Notwithstanding the above, failures to fulfill payment obligations shall be excused only if caused by technical problems in the Party's payment and settlement systems that prevents the payment from being processed (and in such case only to the extent the technical problems are not within the Party's reasonable control).

13.2 The Party being prevented from fulfilling or performing its obligations or responsibilities pursuant to clause 13.1, must in order to be excused:

- (a) promptly notify the other Party in writing of its inability to fulfil or perform the relevant obligation or responsibility (and provide information on the reasons therefore); and
- (b) if possible, use commercially reasonable efforts to overcome or resolve the circumstances preventing the Party from fulfilling or performing its responsibilities and obligations under the Agreement (and keep the other Party properly informed about the actions taken for such purposes).

13.3 As soon as the circumstance (referred to in clause 13.1) no longer prevents the Party from fulfilling or performing the relevant responsibility or obligation, it shall notify the other Party thereof in writing, and without undue delay

fulfil or perform the same.

- 13.4 Clause 14.3 (a) contains additions provisions governing the Parties' rights to terminate the Agreement in situations referred to in this chapter 13.
- 

#### 14. DURATION

- 14.1 The Agreement enters into force upon its execution by the Parties, and it shall thereafter continue in full force and effect until being effectively terminated in accordance with this chapter 14. [ The Groundhandler acknowledges that clause 4.20 (notwithstanding the first sentence of this clause 14.1) imposes certain additional requirements that must be fulfilled before the Groundhandler may commence its groundhandling operations under the Agreement.]
- 14.2 Each Party may at any time and without cause terminate the Agreement by giving the other Party no less than 12 months prior notice (the notice period shall commence upon the other Party's receipt of the termination notice).
- 14.3 Furthermore, each Party (the "terminating Party") may terminate the Agreement with *immediate* effect if:
- (a) the other Party's proper fulfillment (i) has been prevented in accordance with chapter 13 for a continuous period of at least 30 days, and (ii) at the time of the other Party's receipt of the termination notice, continues to be prevented for the same reason;
  - (b) the other Party has breached any of its obligations under the Agreement in a way that has, or will have, a material adverse effect on the terminating Party, and where such breach (i) has not been remedied (to the satisfaction of the terminating Party) within 30 days of the other Party's receipt from the terminating Party of a written request to have the breach remedied, and (ii) remains unremedied at the time of the other Party's receipt of the termination notice; or

- (c) where the other Party files for or is declared bankrupt, enters into liquidation, suspends or threatens to suspend payments, or can otherwise be deemed insolvent under applicable law.
- 14.4 The following shall always be deemed to constitute a material breach of the Groundhandler's obligations under clause 14.3 (b):
- (a) non-compliance with applicable rules and requirements relating to safety and airport security at the Airport;
  - (b) non-compliance with the insurance requirements under chapter 12;
  - (c) any payment delay regarding undisputed claim or claim established by judgement or decision where the amount exceeds SEK 100,000; or
  - (d) repeated payment delays regarding undisputed claims or claims established by judgement or decision during a consecutive twelve-month period (irrespective of the amounts).
- 14.5 Non-compliance by Swedavia of statutory safety or security requirements affecting the Groundhandler's groundhandling operations at the Airport, shall constitute a material breach of Swedavia's obligations under clause 14.3 (b).
- 14.6 In situations referred to in clause 14.3 (b), Swedavia may (as an alternative to terminating the Agreement) *suspend*, in whole or in part, the Groundhandler's right to conduct groundhandling operations at the Airport. If the relevant breach falls within scope of clause 14.4 (a) - (b), the suspension right shall apply also if the breach is caused by a force majeure-event and also during the Groundhandler's cure period referred to in clause 14.3 (b) (i). In situations where the Groundhandler's right to conduct groundhandling operations at the Airport has been suspended, all obligations of the Groundhandler under the Agreement, as well as any of its rights that are not affected by the suspension, shall (unless otherwise stated in chapter 13) remain in full force and effect throughout the suspension.
- 14.7 A suspension according to clause 14.6 may continue for as long as the relevant breach continues and shall not, for the avoidance of doubt, deprive Swedavia of its right to subsequently terminate the Agreement in accordance

with clause 14.3 (provided that the breach is continuing at the time of the Groundhandler's receipt of the termination notice).

- 14.8 Swedavia may finally terminate the Agreement with *immediate* effect if the Groundhandler has ceased its groundhandling operations at the Airport.
- 14.9 Any termination or suspension under this chapter 14 shall be in writing and meet the requirements set out in chapter 15 (if not, the termination or suspension shall be deemed null and void).

#### **Consequences of termination**

- 14.10 The Parties' rights and obligations under the Agreement shall automatically cease upon a termination of the Agreement becoming effective, save for rights and obligations that:
- (a) have arisen during the term of the Agreement (including any notice period), but which have not been fulfilled as of the termination becoming effective; or
  - (b) pursuant to clause 14.15, shall survive termination of the Agreement.
- 14.11 Obligations referred to in clause 14.10 (a) shall be fulfilled as soon as possible or within the timeframes otherwise stipulated under the Agreement. The other Party's corresponding right shall automatically cease once the relevant obligation has been fulfilled.
- 14.12 Upon a termination of the Agreement becoming effective, the Groundhandler shall furthermore procure that:
- (a) subject to clause 14.13, all property (including vehicles and other equipment) belonging to the Groundhandler, or which the Groundhandler has otherwise been using in connection with its groundhandling operations under the Agreement, is promptly removed from the Restricted Area; and
  - (b) each Badge issued pursuant to an application made by the Groundhandler is immediately returned to Swedavia (save for Badges which have been reported lost or stolen in accordance with applicable pro-

cedures),

- 14.13 The Groundhandler's obligations under clause 14.12 (a) do not apply in respect of property:
- (a) belonging to Swedavia; or
  - (b) which after the effective termination of this Agreement, shall continue to be used at the Airport by a third party.
- 14.14 Should the Groundhandler fail to fulfill its obligations under clause 14.12 (a), Swedavia shall be entitled to remove the property from the Restricted Area, at the Groundhandler's cost and risk.
- 14.15 Chapters 9 - 11 and 19, as well as clauses 12.1 - 12.8, 14.11 - 14.14 and this clause 14.15, shall survive any termination of the Agreement.

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## 15. NOTICES

- 15.1 All written notices under the Agreement (including invoices) shall (unless otherwise stated in the Agreement) be in Swedish or English, and addressed:
- (a) in accordance with the contact details that the recipient from time to time has notified the other Party in writing; and/or
  - (b) to the recipient's registered address.
- 15.2 Unless otherwise notified by a Party in writing (in accordance with this chapter 15), the address and contact details set out in Schedule D shall be used for purposes of clause **Fel! Hittar inte referenskölla..**
- 15.3 Notices not meeting the requirements outlined in clauses **Fel! Hittar inte referenskölla. - Fel! Hittar inte referenskölla.**, are null and void.
- 15.4 Unless it is shown to have been received earlier, a notice shall be deemed received:
- (a) upon its delivery at the recipient's most recently notified or registered address pursuant, if delivered in person (provided it has been (i) hand-

ed over to a representative of the recipient, or (ii) placed in a mailbox belonging to the recipient;

- (b) three days after it became available for the recipient to collect, if sent by registered letter (Sw. *rekommenderat brev*); or
- (c) if sent by e-mail, upon receipt by the sender of a “delivery receipt” (or similar) confirming delivery of the notice to the recipient’s e-mail server.

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## 16. ASSIGNMENTS

- 16.1 Neither Party may assign the Agreement or any right or obligation thereunder without the other Party’s prior written consent.
- 16.2 Notwithstanding clause 16.1, Swedavia may upon written notice to the Groundhandler, assign the Agreement to any new operator that has assumed the operational responsibility of the Airport.
- 16.3 Nor shall clause 16.1 limit Swedavia’s right to transfer or sell infrastructure at the Airport to third parties, or engage or otherwise allow third parties to provide services at the airport (either in their own capacity or on behalf of Swedavia).

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## 17. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the Parties with respect to the Groundhandler’s rights to conduct groundhandling operations at the Airport, and supersedes any prior agreement, understanding or offer regarding such right. Accordingly, the [license]agreement D[XXXX-XXXXX] referred to in clause 1.9 is thus replaced in its entirety by this Agreement. However, and for the avoidance of doubt, the Agreement does not affect the validity of any agreement concerning Company-specific Infrastructure, including the [X] agreement D[XXXX-XXXXX].

18. **AMENDMENTS**

Unless otherwise stated in the Agreement, amendments of, or supplements to, the Agreement must be in writing and duly signed by the Parties to be valid.

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19. **APPLICABLE LAW AND DISPUTE RESOLUTION**

19.1 The Agreement shall be governed by and construed in accordance with the substantive laws of Sweden (without regard to its conflict of laws principles).

19.2 Any dispute arising out of or in connection with the Agreement shall, unless otherwise provided for under statutory provisions of the Groundhandling Act, be reviewed and settled by the courts of Sweden, with the district court of Stockholm being the court of first instance.

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[Signature page and Schedules follows]

**SIGNATURE PAGE**

The Agreement has been executed in two counterparts of which the Parties have taken one each.

**For Swedavia AB:**

Signature: .....  
[name], [by power of attorney]

Date: .....

**For [X]:**

Signature: .....  
[name], [by power of attorney]

Date: .....



## SCHEDULE A – Definitions

The following terms shall have the meanings set out below when used in the Agreement:

”**Agreement**” has the meaning set out in the opening paragraph of the main body of this groundhandling operations agreement.

”**AI**” means the Airport’s communication channel ”Airport Information”, in which Swedavia from time to time publishes certain information of relevance for groundhandlers and other operators at the Airport.

”**AIP**” means the publication ”Aeronautical Information Publication Sweden” which (as of the date of the Agreement), is published by LFV on behalf of the Swedish Transport Agency.

”**Airport**” means the airport referred to in the opening paragraph of the main body of the Agreement.

”**AR**” means the Airport’s local regulations that Swedavia from time to time has resolved upon and published by virtue of the Commission Regulation (EU) No. 139/2014 of 12 February 2014 laying down requirements and administrative procedures related to aerodromes pursuant to Regulation (EC) No. 216/2008 of the European Parliament and the Council (as of the date of the Agreement, these local regulations are called ”Airport Regulations”).

[”**Base Services**” means the type of groundhandling services referred to in sections 1.2 - 1.4, 2 - 4, 5.1 - 5.6, 6.1 - 6.2, 7, 8.1 and 9 of the schedule to the Groundhandling Act, provided, however, that such services are necessary from an operational perspective to enable:

- (a) aircraft to arrive and/or depart at the Airport; or
- (b) passengers, baggage and cargo carried, or to be carried, on the aircraft referred to in paragraph (a) above, to be properly processed in accordance with the Airport’s standard operating procedures.]

”**Badge**” means any kind of authorisation document that according to AR

(or other applicable rules) is required to:

- (a) be given access to the Restricted Area; or
- (b) manoeuvre vehicles or other equipment within the Restricted Area.

**"Common Infrastructure"** means such infrastructure at the Airport (including facilities, installations and systems) that:

- (a) does not constitute Type-specific Infrastructure; and
- (b) Swedavia from time to time makes generally available to groundhandlers at the Airport without any requirement to enter into other agreements than a groundhandling operations agreement (being for the avoidance of doubt the Agreement as far as the Groundhandler is concerned),

including infrastructure relating to the Airport's perimeter fence, roads, aprons and lightning installations.

**"Company-specific Infrastructure"** means such infrastructure at the Airport (including facilities, installations and systems) which only certain providers of groundhandling services or airport users may use pursuant to separate agreements with Swedavia (including premises that the relevant groundhandler leases from Swedavia pursuant to a lease agreement, and the use of dedicated CSRA access control solutions referred to in clause 5.2).

**"Confidential Information"** means in relation to a Party, any information regarding:

- (a) the terms of the Agreement; or
- (b) the other Party, which is disclosed or otherwise made available by such other Party (or its representatives) in connection with the Agreement (including information that is presented or otherwise disclosed during a consultation process under the Groundhandling Act),

which is not in the public domain, or which enters the public domain as a

result of a breach by the relevant Party of its confidentiality obligations under the Agreement.

**"Damage"** means in relation to a Party, any form of financial damage or liability, cost or loss it incurs.

**"Description of Operations"** has the meaning set out in clause 3.1.

**"EASA"** means the European Union Aviation Safety Agency.

**"Groundhandler"** has the meaning set out in the opening paragraph of the main body of the Agreement.

**"Groundhandling Act"** has the meaning set out in clause 1.2.

**"Restricted Area"** has the meaning set out in clause 5.1.

**"Party"** means the Groundhandler or Swedavia.

**"Parties"** means the Groundhandler and Swedavia jointly.

**"Swedavia"** has the meaning set out in the opening paragraph of the main body of the Agreement.

**"Type-specific Infrastructure"** means such infrastructure at the Airport (including facilities, installations and systems) that Swedavia from time to time makes generally available to suppliers of groundhandling services and airport users conducting a *specific* type of groundhandling services at the Airport, without any requirement to enter into any agreements than a groundhandling operations agreement (being for the avoidance of doubt the Agreement as far as the Groundhandler is concerned).

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**SCHEDULE B – Description of Operations**

[See next page]

**SCHEDULE C – Type-specific Infrastructure**

1. The Type-specific Infrastructure that Swedavia, as of [the date of the Agreement] / [\_\_ [X] [202[X]], makes available at the Airport in respect of the [type / types] of groundhandling services that the Groundhandler is entitled to conduct under the Agreement, is set out in the list below.
  
2. [This version of Schedule C replaces the version that was attached to the Agreement upon its execution.] / [This version of Schedule C replaces the version that entered into force on \_\_ [X] [202[X]].] Should the composition of Type-specific Infrastructure change again, Swedavia shall in accordance with clause 3.5, furnish the Groundhandler with an updated version of this Schedule C, which accurately reflects the infrastructure made available and which automatically shall replace this version of the schedule).

**[Ground administration and supervision (chapter 1 of the schedule to the Groundhandling Act):]**

Infrastructure: <input checked="" type="checkbox"/>
Remarks: <input checked="" type="checkbox"/>

**[Passenger handling (chapter 2 of the schedule to the Groundhandling Act):]**

Infrastructure: <input checked="" type="checkbox"/>
Remarks: <input checked="" type="checkbox"/>

**[Baggage handling (chapter 3 of the schedule to the Groundhandling Act):]**

Infrastructure: <input checked="" type="checkbox"/>
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Remarks:

**[Freight and mail (chapter 4 of the schedule to the Groundhandling Act):]**

Infrastructure:

Remarks:

**[Ramp handling (chapter 5 of the schedule to the Groundhandling Act):]**

Infrastructure:

Remarks:

**[Aircraft services (chapter 6 of the schedule to the Groundhandling Act):]**

Infrastructure:

Remarks:

**[Fuel and oil handling (chapter 7 of the schedule to the Groundhandling Act):]**

Infrastructure:

Remarks:

**[Aircraft maintenance (chapter 8 of the schedule to the Groundhandling Act):]**

Infrastructure:

Remarks:

**[Flight operations and crew administration (chapter 9 of the schedule to the Groundhandling Act):]**

Infrastructure:

Remarks:

**[Surface transport (chapter 10 of the schedule to the Groundhandling Act):]**

Infrastructure:

Remarks:

**[Catering (chapter 11 of the schedule to the Groundhandling Act):]**

Infrastructure:

Remarks:

**SCHEDULE D – Contact details**

1. The contact details to be used for written notices under the Agreement (including invoices to the Groundhandler), are set out in tables 1 - 2 below.
2. Table 3 below sets out the contact details to the persons nominated by the Groundhandler as responsible for matters relating to safety and airport security pursuant to clause 4.9.
3. The contact details below, shall remain valid until the relevant Party has notified the other Party that they shall be replaced in accordance with clauses 4.14 or 15.2.

**Table 1 – Notices to Swedavia**

Address for personal deliveries:	Swedavia AB Flygvägen 1 190 45 STOCKHOLM-ARLANDA Sweden
Address for letters:	Same as above
For the attention of:	[X]
E-mail:	[X]
Telephone (direct):	[X]

**Table 2 – Notices to the Groundhandler**

Address for personal deliveries:	[X] [X] [X] [X]
Address for letters:	[Same as above]
For the attention of:	[X]



E-mail:	[X]
Telephone (direct):	[X]

**Table 3 – Responsible persons for safety and airport security related matters**

Responsible person for safety:	[X]
E-mail:	[X]
Telephone (direct):	[X]
<hr/>	
Responsible person for security:	[X]
E-mail:	[X]
Telephone:	[X]

### **SCHEDULE E – Environmental requirements**

The environmental requirements that the Groundhandler shall fulfil in addition to any requirements under applicable legislation and rules (including AR), are set out in sections 1 - 7 below.

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1. The Groundhandler shall base its environmental management on a systematic approach, where the Groundhandler:
  - (a) proactively shall seek to reduce its fossil emissions and environmental footprint at the Airport;
  - (b) shall procure that its groundhandling operations at the Airport, to the extent technically possible, is operated with entirely fossil free energy by 30 November 2025, at the latest;
  - (c) shall perform and document analyses in respect of how the Groundhandler's groundhandling operations at the Airport is affected by applicable environmental requirements, and how its environmental footprint (including fossil emissions) can be reduced in accordance with paragraphs (a) - (b) above;
  - (d) based on the analyses referred to in paragraph (c) above, and documented self-assessments and audits (*Sw. egenkontroll*), shall plan and monitor its groundhandling operations at the Airport so compliance with applicable environmental requirements is ensured; and
  - (e) in good faith shall cooperate with Swedavia on matters referred to in paragraphs (a) - (d) above.
2. The Groundhandler shall describe its environmental work under clause 1 in a written environmental management plan, which shall be continuously updated to reflect changes affecting, or which can be reasonably expected to affect, the environmental requirements that the Groundhandler from time to time shall meet or fulfill under the Agreement.
3. The Groundhandler shall keep copies of all documentation relating to self-

assessments and audits under section 1 (d) above, for a period of at least two years.

4. The Groundhandler shall upon Swedavia's written request, promptly furnish Swedavia with:
    - (a) copies of the environmental management plan and information and documentation on which it is based);
    - (b) any relevant documentation relating to self-assessments and audits; and
    - (c) such additional information and documentation that Swedavia reasonably requires in connection with environmental certifications, accreditations or assessments of Swedavia or the Airport.
  5. In accordance with chapter 12, the Groundhandler shall be responsible and liable for possible environmental Damages caused by its groundhandling operations at the Airport. Moreover, the Groundhandler shall be responsible for all costs relating to any investigation and/or remediation prompted by the Groundhandler's groundhandling operations at the Airport.
  6. The Groundhandler shall promptly notify Swedavia in writing of all circumstances (including accidents and other incidents) relating to the Groundhandler's operations at the Airport, that can be reasonably expected to have an adverse environmental impact on the Airport.
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**[SCHEDULE F – Specific requirements**

[The specific requirements that the Groundhandler must comply with pursuant to clause 4.17 **Fel! Hittar inte referenskälla.** are set out in sections 1 - [X] below.

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1. [X.]

**SCHEDULE [F / G] – The Restricted Area**

The parts of the Airport's SRA and CSRA that the Groundhandler's personnel (and, if applicable, personnel of any its permitted subcontractors) shall be granted access to pursuant to clause 5.1, are those identified in AR as [red] / [yellow] / [white] / [green].

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**SCHDEULE [G / H] – Charges****[[Option 1 (if there is no Type-specific Infrastructure):**

1. In accordance with Swedavia's pricelist "Airport Charges & Conditions of Services" that entered into force on [1 January 2022], no charges are payable by the Groundhandler under clause 6.1 (in the main body of the Agreement). This is a result of (i) Swedavia's decision (following consultations in accordance with the Groundhandling Act and the Swedish Act (2011:866) on Airport Charges), not to allocate (until further notice) any costs for Common Infrastructure towards the charges payable under groundhandling operations agreements, and (ii) that no Type-specific Infrastructure is provided in respect of the [type] / [types] of groundhandling services that the Groundhandler may conduct under the Agreement.]

**[Option 2A (if Type-specific Infrastructure is provided and only one charge in the pricelist is applicable):**

1. The Groundhandler's payment obligation under clause 6.1 (in the main body of the Agreement) is confined to the ["**Passenger Handling Infrastructure Charge**"] / ["**Ramp Handling Infrastructure Charge**"] / ["**Glycol Handling Charge**"] / ["**Glycol Handling Charge**"] / ["**Fuel Handling Infrastructure Charge**"] set out in section [6.1] / [6.2] / [6.3] / [6.4] of Swedavia's pricelist "Airport Charges & Conditions of Services" that entered into force on [1 January 2022] (which also contains information on how the charge is calculated). That the payment obligation under clause 6.1 is confined to the said charge, is partly a result of Swedavia's decision (following consultations in accordance with the Groundhandling Act and the Swedish Act (2011:866) on Airport Charges), not to allocate (until further notice) any costs for Common Infrastructure towards the charges payable under groundhandling operations agreements. Accordingly, no such costs are included in the cost base of the said charge payable by the Groundhandler.]

**[Option 2B (if Type-specific Infrastructure is provided and more than one charge in the pricelist is applicable):**

1. The charges payable by the Groundhandler under clause 6.1 (in the main

body of the Agreement) are set out in the list below. The charges correspond with the charges set out in Swedavia's pricelist "Airport Charges & Conditions of Services" that entered into force on [1 January 2022] (which also contains information on how the charge is calculated). The charges have been set in view of Swedavia's decision (following consultations in accordance with the Groundhandling Act and the Swedish Act (2011:866) on Airport Charges), not to allocate (until further notice) any costs for Common Infrastructure towards the charges payable under groundhandling operations agreements. Accordingly, no such costs are included in the cost base of any of the charges set out in the list below.]]

2. In accordance with clause 6.2, the [waiver of charges] / [charge] / [charges] under clause 1 above, [remains] / [remain] valid until Swedavia has resolved upon and published new or amended charges (which shall be done in accordance with clause 6.3). Swedavia shall in such case, in accordance with clause 6.3, furnish the Groundhandler with an updated version of this Schedule [G / H] (which thereby replaces the then current version of this Schedule [G / H]). [ This version of Schedule [G / H] replaces the version that was attached to the Agreement upon its execution.] / [This version of Schedule [G / H] replaces the version that entered into force on \_\_\_ [X] [202[X]].]

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**List of applicable charges:**

**[Passenger Handling Infrastructure Charge (section 6.1 in the price list)]**

**[Ramp Handling Infrastructure Charge (section 6.2 in the price list)]**

**[Glycol Handling Charge (section 6.3 in the price list)]**

**[Fuel Handling Infrastructure Charge (section 6.4 in the price list)]**

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**[SCHEDULE [H / I] – Reporting requirements]**

The reporting requirements that the Groundhandler, pursuant to clause 8.4, shall fulfill as of [the date of the Agreement] / [\_\_\_ [X] [202[X]]], are set out in section 1 - 3 below. [ This version of Schedule [H / I] replaces the version that was attached to the Agreement upon its execution.] / [This version of Schedule [H / I] replaces the version that entered into force on \_\_\_ [X] [202[X]].

1. The Groundhandler shall, in respect of each flight for which the Groundhandler provides groundhandling services at the Airport according to sections 2 - 5 of the appendix the Groundhandling Act, report to Swedavia:
  - (a) any information set out in the Swedish Transport Administration's regulations (LSF 2007:70) on commercial airports' reporting of air traffic information; and
  - (b) such additional information set out in the table below.

Type of information	Explanations and comments
Block time	The flight's actual on-block (for arrivals at the Airport) or off-block (for departures from the Airport) time. The time shall be reported in UTC and the format "HHMM".
Cancellation	Information on whether the flight has been cancelled (the information set out in this table and the Swedish Transport Administration's regulations (LSF 2007:70) on commercial airports' reporting of air traffic information, shall for the avoidance of doubt still be provided if and to the extent relevant and available).



Checked-in baggage	The total number of checked-in bags and other items that are loaded on, or unloaded from, the aircraft.
Codeshare	Each additional flight number of the flight (if any). The flight number referred to in appendix 2 to the Swedish Transport Administration's regulations (LSF 2007:70) on commercial airports' reporting of air traffic information, is the flight number of the "operating carrier".
Freight	The total amount (in kilos) of freight loaded on, or unloaded from, the aircraft.
Groundhandler	The full legal name of the Groundhandler.
IRR	If applicable, information on the cause for a delay, cancellation or diversion of the flight. The information shall be provided in IATA's standard code format (including possible sub-codes).
Passengers	Information regarding the number of booked and actual passengers, respectively.
STA	The flight's scheduled time of arrival at the Airport. The time shall be reported in UTC and the format "HHMM".
STD	The flight's scheduled time of departure from the Airport. The time shall be reported in UTC and the format "HHMM".
Terminal/Gate/Stand	Information on flight's allocated [ terminal, ] gate and stand at the Airport.

Time for first/final bag on baggage belt	Information on when the first and final baggage respectively from the flight, was placed on the baggage belt (applicable only for flights arriving at the Airport). The times shall be reported in UTC and the format "HHMM".
Type(s) of services	Information on which type or types of ground-handling services according to sections 2 - 5 of the appendix to the Groundhandling Act, that the Groundhandler has provided with respect of the flight.

2. When submitting information to Swedavia in accordance with clauses 8.4 and 8.6, the Groundhandler shall state whether any of information referred to in section 1 above, is not applicable or available in respect of the relevant flight or where technical systems or specific procedures ensure that reporting takes place.
3. Furthermore, the Groundhandler shall in accordance with clause 8.6, submit or provide the information referred to in section 1 above, in such formats and within such reasonable timeframes that Swedavia from time to time has notified the Groundhandler in writing, or which are stipulated in AR.

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[SCHEDULE [H / I / J] – Intellectual property rights]

[Prepared if relevant]