][Dated \_\_\_ [X] 202[X]

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(1) SWEDAVIA AB

as airport operator

och

(2) [X]

as groundhandler

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**GROUNDHANDLING OPERATIONS AGREEMENT**

in respect of [X] Airport

Agreement number: D[X]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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**”).

# BACKGROUND

* 1. Swedavia is a Swedish airport operator that owns and operates the Airport.
	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**”).
	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).
	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.
	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 Counsel, 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.
	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.
	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).
	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).
	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]].

# DEFINITIONS AND CERTAIN INTERPRETATION RULES

* 1. The definitions in Schedule A shall apply when used in the Agreement.
	2. Unless otherwise stated in the Agreement, the following interpretation rules shall apply:
1. 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;
2. each Schedule forms an integral part of the Agreement;
3. the words ”include” or ”including” are used to indicate that exam­ples are non-exhaustive and do limit the generality of the rele­vant clause;
4. defined terms expressed in one inflexion include all other inflexions of such term;
5. the terms ”airport user”, ”groundhandling service”, ”self-handling” and ”sup­plier of groundhandling services” shall have the same mean­ing as in the Groundhandling Act;
6. the term ”CSRA” shall have the same meaning as in the Swedish Transport Agency’s regulation (TSFS 2020:80) on airport security; any
7. 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.

# RIGHT TO CONDUCT GROUNDHANDLING OPERATIONS

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

* 1. In accordance with clause 1.8, 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.
	2. 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. 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

* 1. 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).
	2. 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).

# THE PERFORMANCE OF GROUNDHANDLING SERVICES

* 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

* 1. 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.
	2. 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.
	3. If the Groundhandler wishes to make operational and/or organisational chang­es that affects, or can be reasonably expected to affect:
1. the Groundhandler’s groundhandling operations at the Airport; or
2. 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.

* 1. 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

* 1. 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).
	2. 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.
	3. 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

* 1. 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:
1. 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
2. take such actions that from time to time are necessary to uphold ac­cepta­ble security or safety standards at the Airport.
	1. 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).
	2. Each person that the Groundhandler appoints according to clause 4.9, shall:
3. be employed directly by the Groundhandler or its parent company;
4. 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
5. have the authority to make legally binding decision on behalf of the Ground­handling in security and safety related matters.
	1. 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 14.6 to suspend the Groundhandler’s rights to conduct ground­handling operations at the Air­port.
	2. 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.
	3. 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

* 1. 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.
	2. 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.
	3. The Groundhandler shall furthermore conduct its groundhandling opera­tions at the Airport in full compliance with:
1. applicable legislation and orders of competent courts and authorities;
2. applicable requirements of AR;
3. applicable conditions, requirements and/or limitations in any license or ap­proval referred to in clause 4.15;
4. the environmental requirements set out in Schedule E;[ and]
5. [the specific requirements set out in Schedule F; and]
6. 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).
	1. 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.
	2. 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)]

* 1. [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.]
	2. 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.
	3. 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. 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).
	5. 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:
1. procure that Swedavia is furnished all relevant information, docu­men­tation and other material that Swedavia requests; and
2. grant, or procure that Swedavia is granted, access to relevant parts or areas of the Groundhandler’s (or its subcontractors’) premises or equip­ment.
	1. 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).
	2. 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

* 1. 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.
	2. 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.
	3. [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. The Groundhandler’s obligations to comply with decisions rendered by Swed­a­via’s in accordance with clause [4.28 / 4.29], shall be without preju­dice 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.]**]**

# ACCESS TO RESTRICTED AREAS

* 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**”).
	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**

* 1. 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.
	2. 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.
	3. 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.
	4. 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. Swedavia may with immediate effect block and/or revoke a Badge (either on a temporary or permanent basis), if:
1. the Agreement is effectively terminated (irrespective of reason);
2. the validity period of the Badge has expired; or
3. 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).
	1. The Groundhandler shall procure that any Badge which no longer can or may be used, is immediatelyreturned to Swedavia.

# CHARGES

* 1. The Groundhandler shall pay the charges set out in the (from time to time) applicable version of Schedule [G / H].
	2. Swedavia may during the term of the Agreement amend Schedule [G / H] in accordance with clauses 6.3 - 6.5.
	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.
	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:
1. the right as such to conduct groundhandling operations at the Air­port (Swedavia does not charge any such consideration at all):
2. any Type-specific Infrastructure made available in respect of other types of groundhandling services than those that the Groundhandler may perform under the Agreement;
3. any Company-specific Infrastructure; or
4. any administration and issuance of Badges.
	1. 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

* 1. Any charges payable under clause 6.1 shall be invoiced monthly in arrears or at such later time decided by Swedavia.
	2. 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

* 1. 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).
	2. 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).
	3. 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.

# CONSULTATIONS

* 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.
	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 statues, 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.
	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 air-port 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.
	4. The Groundhandler furthermore accepts to use such *centralised* Airport in­frastruc­ture that Swedavia resolves upon in accordance with Section 21 of the Ground­handling Act.

# REPORTING REQUIREMENTS

* 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.
	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.
	3. No assessment made, or penalty requested, by Swedavia in accordance with claus­es 8.2 - 8.3 shall affect Swedavia’s right under clause 14.3 to terminate the Agreement.
	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.**]**
	5. For the avoidance of doubt, this chapter 8 shall limit any reporting obliga­tions that the Groundhandler may have under clause 4.17.
	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 8.5 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.]

# INTELLECTUAL PROPERTY RIGHTS

[Save for intellectual property rights set out in Schedule [H / I / J], the Agree-ment] / [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.

# DATA PROTECTION AND PRIVICY

* 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:
1. enter into such agreements (including data processor agree­ments);
2. execute such additional documents; and/or
3. take such other actions,

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

* 1. 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.

# CONFIDENTIALITY

* 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.
	2. The Parties’ confidentiality obligations referred to in clause 11.1 shall not apply in respect of Confidential Information that:
1. 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);
2. must be disclosed pursuant to an order or decision by a competent au­thority or court;
3. must be disclosed in order for the Party to fulfil its obligations, or en­force its rights, under the Agreement; or
4. 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.
	1. 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.
	2. 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).
	3. 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).

# LIABILITY AND LIMITATIONS OF LIABILITY

* 1. Each Party shall be responsible for Damages it inflicts on the other Party by:
1. not fulfilling its responsibilities or obligations under the Agree­ment; or
2. 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.

* 1. 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.
	2. Unless otherwise stated in the Agreement, neither Party shall be liable under clause 12.1 for indirect Dam­ages such as lost profits, inabilities 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.
	3. 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).
	4. The limitations of liability under clauses 12.3 - 12.4 shall not apply if and to the extent the Damage:
1. has been caused through the relevant Party’s willful mis­conduct or gross negligence; or
2. relates to a breach by the relevant Party of its confi­dentiality obliga­tions under chapter 11.
	1. 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.
	2. 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.
	3. 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

* 1. The Groundhandler shall maintain, and shall procure that its permitted sub­con­trac­tors 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[:
1. SEK 100,000,000 for operations conducted by the Ground­hand­ler un­der the Agreement in direct connection to aircraft; and
2. 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.

* 1. 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.
	2. 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*).
	3. 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.
	4. 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.

# FORCE MAJEURE

* 1. A Party that is prevented from fulfilling or performing its responsibilities or obligations under the Agreement due to circumstances:
1. beyond the Party’s reasonable control; and
2. 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).

* 1. The Party being prevented from fulfilling or performing its obligations or re­spon­sibilities pur­suant to clause 13.1, must in order to be excused:
1. 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
2. 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).
	1. 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.
	2. Clause 14.3 (a) contains additions provisions governing the Parties’ rights to termi­nate the Agreement in situations referred to in this chapter 13.

# DURATION

* 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.]
	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).
	3. Furthermore, each Party (the ”terminating Party”) may termi­nate the Agree­ment with *immediate* effect if:
1. 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;
2. 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
3. where the other Party filles for or is declared bankrupt, enters into liq­uidation, suspends or threatens to suspend payments, or can oth­erwise be deemed in­solvent under applicable law.
	1. The following shall always be deemed to constitute a material breach of the Ground­handler’s obligations under clause 14.3 (b):
4. non-compliance with applicable rules and requirements relating to sa­fety and airport security at the Airport;
5. non-compliance with the insurance requirements under chapter 12;
6. any payment delay regarding undisputed claim or claim established by judgement or decision where the amount exceeds SEK 100,000; or
7. repeated payment delays regarding undisputed claims or claims established by judgement or decision during a consecutive twelve-month period (irrespective of the amounts).
	1. Non-compliance by Swedavia of statutory safety or security requirements affect­ing the Groundhandler’s groundhandling operations at the Airport, shall constitute at material breach of Swedavia’s obligations under clause 14.3 (b).
	2. 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.
	3. 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).
	4. Swedavia may finally terminate the Agree­ment with *immediate* effect if the Groundhandler has ceased its groundhandling operations at the Airport.
	5. 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

* 1. 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:
1. 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
2. pursuant to clause 14.15, shall survive termination of the Agreement.
	1. 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.
	2. Upon a termination of the Agreement becoming effective, the Groundhand­ler shall furthermore procure that:
3. 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
4. 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 pro­cedures),
	1. The Groundhandler’s obligations under clause 14.12 (a) do not apply in re­spect of property:
5. belonging to Swedavia; or
6. which after the effective termination of this Agreement, shall con­tinue to be used at the Airport by a third party.
	1. 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.
	2. 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.

# NOTICES

* 1. All written notices under the Agreement (including invoices) shall (unless otherwise stated in the Agreement) be in Swe­dish or English, and addres­sed:
1. in accordance with the contact details that the recipient from time to time has notified the other Party in writing; and/or
2. to the recipient’s registered address.
	1. 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 15.1.
	2. Notices not meeting the requirements outlined in clauses 15.1 - 15.2, are null and void.
	3. Unless it is shown to have been received earlier, a notice shall be deemed received:
3. upon its delivery at the recipient’s most re­cent­ly notified or registered address pursuant, if de­livered in person (provid­ed it has been (i) hand­ed over to a representative of the recipient, or (ii) placed in a mail­box belonging to the re­cipient;
4. three days after it became available for the recipient to collect, if sent by registered letter (Sw. *rekommenderat brev*); or
5. 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.

# ASSIGNMENTS

* 1. Neither Party may as­sign the Agreement or any right or obligation thereun­der without the other Party’s prior written con­sent.
	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.
	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).

# 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].]

# 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.

# APPLICABLE LAW AND DISPUTE RESULTION

* 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).
	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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[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 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 Counsel (as of the date 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:

1. aircraft to arrive and/or depart at the Airport; or
2. 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:

1. be given access to the Restricted Area; or
2. manoeuvre vehicles or other equipment within the Restricted Area.

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

1. does not constitute Type-specific Infrastructure; and
2. 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:

1. the terms of the Agreement; or
2. 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).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## 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: | [X] |
| Remarks: | [X] |

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

|  |  |
| --- | --- |
| Infrastructure: | [X] |
| Remarks: | [X] |

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

|  |  |
| --- | --- |
| Infrastructure: | [X] |
| Remarks: | [X] |

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

|  |  |
| --- | --- |
| Infrastructure: | [X] |
| Remarks: | [X] |

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

|  |  |
| --- | --- |
| Infrastructure: | [X] |
| Remarks: | [X] |

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

|  |  |
| --- | --- |
| Infrastructure: | [X] |
| Remarks: | [X] |

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

|  |  |
| --- | --- |
| Infrastructure: | [X] |
| Remarks: | [X] |

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

|  |  |
| --- | --- |
| Infrastructure: | [X] |
| Remarks: | [X] |

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

|  |  |
| --- | --- |
| Infrastructure: | [X] |
| Remarks: | [X] |

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

|  |  |
| --- | --- |
| Infrastructure: | [X] |
| Remarks: | [X] |

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

|  |  |
| --- | --- |
| Infrastructure: | [X] |
| Remarks: | [X] |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## 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 ABFlygvägen 1190 45 STOCKHOLM-ARLANDASweden |
| Address for letters: | Same as above |
| For the attention of:E-mail:Telephone (direct): | [X][X][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:Telephone (direct): | [X][X]  |

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

|  |  |
| --- | --- |
| Responsible person for safety:E-mail: Telephone (direct): | [X][X][X]  |
| Responsible person for security:E-mail: Telephone: | [X][X][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.

1. The Groundhandler shall base its environmental management on a system­atic approach, where the Groundhandler:
2. proactively shall seek to reduce its fossil emissions and environmen­tal foot­print at the Airport;
3. 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;
4. 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;
5. 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
6. in good faith shall cooperate with Swedavia on matters referred to in para­graphs (a) - (d) above.
7. 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.
8. 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.
9. The Groundhandler shall upon Swedavia’s written request, promptly fur­nish Swedavia with:
10. copies of the environmental management plan and information and docu­men­ta­tion on which it is based);
11. any relevant documentation relating to self-assessments and audits; and
12. such additional information and documentation that Swedavia rea­son­ably requires in connection with environmental certifications, ac­creditations or assessments of Swedavia or the Airport.
13. 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.
14. 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 (e) are set out in sections 1 - [X] below.

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].]**[**

**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 8.5, 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:
2. any information set out in the Swedish Transport Admin­istration’s reg­ulations (LSF 2007:70) on commercial air­ports’ reporting of air traffic infor­ma­tion; and
3. 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 ground­han­dling services according to sections 2 - 5 of the appendix to the Groundhandling Act, that the Groundhandler has provided with respect of the flight.  |

1. When submitting information to Swedavia in ac­cordance with clauses 8.5 and 8.7, 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.
2. Furthermore, the Groundhandler shall in accordance with clause 8.7, 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]