

APPROVED by  
Chief Executive Officer of  
SE Lithuanian Airports by  
Order No 1R-151 of 7 August 2023

**GENERAL TERMS AND CONDITIONS OF PROVISION OF GROUND HANDLING SERVICES  
AT AIRPORTS MANAGED BY BRANCHES OF SE LITHUANIAN AIRPORTS**

**VERSIONS OF THE CONDITIONS**

<b>No</b>	<b>Date</b>	<b>Changes</b>	<b>Applicable from</b>
<b>1</b>			
<b>2</b>			
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## GENERAL

These General Terms and Conditions of Provision of Ground Handling Services at Airports Managed by Branches of SE Lithuanian Airports (hereinafter referred to as the "Conditions") have been drawn up in accordance with Regulation (EU) 2018/1139 of the European Parliament and of the Council of 4 July 2018<sup>1</sup> (hereinafter referred to as "Regulation (EU) 2018/1139"), Regulation (EU) No. Directive 96/67/EC of the European Parliament and of the Council of 15 October 1996 on access to the ground handling market at Community airports, the Law on Aviation of the Republic of Lithuania, the Rules on the Provision of Ground handling services at Airports approved on 12 April 2002. Order of the Minister of Transport and Communications of the Republic of Lithuania No 3-144 of 12 April 2002 "On the Approval of the Rules for the Provision of Ground handling services at Airports", and the Description of Procedure for the Provision of Ground handling services approved by the Director of the Lithuanian Transport Safety Administration on 7 December 2021 by Order No 2BE-335.

From 1 July 2014, VĮ Lietuvos oro uostai (Lithuanian Airports, hereafter referred as LTOU) is a company operating three civil airports - Vilnius Airport, Kaunas Airport and Palanga Airport. LTOU exercises its management rights over these airports through its branches established in Vilnius, Kaunas and Palanga respectively. For the purposes of these Conditions, the relevant branch of LTOU shall also be deemed to be the entity performing the management and administration functions of the relevant airport, and LTOU shall be deemed to be the legal entity administering the payment for the use of the airport's infrastructure and the legal entity managing the branches and exercising procedural rights.

These Conditions have been prepared in accordance with the criteria of appropriateness, objectivity, clarity, publicity and non-discrimination and are applicable to all persons intending to provide and providing ground handling services at any of the airports managed by the LTOU branches - Vilnius Airport, Kaunas Airport or Palanga Airport (hereinafter referred to as "Airport").

These Conditions set out the terms and conditions for access to the markets for the provision of ground handling services at airports operated by LTOU branches, the general terms and conditions for the provision of ground handling services, the general terms and conditions for the use of Airport infrastructure facilities operated by LTOU branches or transferred to third parties in accordance with the procedure established by law, as well as general terms and conditions for the use of the individual airport centralized infrastructure facilities.

These Conditions are binding on all natural and legal persons intending to provide or providing ground handling services at the Airport and on Airport users who provide their own ground handling services (hereinafter referred to as "Self-handlers").

If the LTOU Branch, the Ground handling Service Provider/Self-handler and the Air carrier have entered into a separate written agreement which provides for special terms and conditions for

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<sup>1</sup> Regulation (EU) 2018/1139 of the European Parliament and of the Council of 4 July 2018 on common rules in the field of civil aviation and establishing a European Union Aviation Safety Agency, amending Regulations (EC) No 2111/2005, (EC) No 1008/2008, (EU) No 996/2010, (EU) No 376/2014 and Directives 2014/30/EU and 2014/53/EU of the European Parliament and of the Council, and repealing Regulations (EC) No 552/2004, (EC) No 216/2008 and Regulation (EEC) No 3922/91

the provision of Ground handling services at the Airport which are different from the terms and conditions set out in these Conditions, the terms and conditions set out in the agreement shall apply in the relationship between the LTOU Branch and the Ground handling Service Provider with respect to the provision of Ground handling services to that particular Air carrier. Upon the expiry of the agreement containing the special conditions referred to in this paragraph, the Ground handling Provider shall be bound by these Conditions.

Ground handling Service Providers/Self-handlers shall familiarize themselves with these Conditions, which are publicly available on the Airport's website at [www.ltou.lt](http://www.ltou.lt), prior to the provision of ground handling services and prior to the use of the Airport facilities and undertake to abide by these Conditions. The provision of information to the Airport in accordance with the Conditions or the Provider's/Self-handler's actual use of any part of the Airport facilities shall be deemed to be an acknowledgement of the Provider's/Self-handler's familiarity with the Conditions and the Provider's/Self-handler's obligation to comply with them.

## 1. CONCEPTS

Capitalized terms used in these Conditions shall have the meanings set out below, unless otherwise expressly provided in these Terms. Definitions of additional terms relevant to the use of a particular Airport CI shall be set out at the beginning of the dedicated Annex to these Conditions. The definitions shall also apply to any proposals and other documents relating to the use of the Airport infrastructure operated by a branch of LTOU, unless otherwise specified therein. Definitions in the singular may have a plural meaning and vice versa.

<b>Ground handling services</b>	Annexes 1 and 2 to the Conditions set out the services to be provided to Air carriers and Aircraft operators at the Airport.
<b>Rules for the provision of ground handling services</b>	Rules for the Provision of Ground Handling Services at Airports and the Procedure for the Approval of Ground Handling Services Providers and Self-handlers approved by the order No 3-144 of the Minister of Transportation and Communications of the Republic of Lithuania of 12 April 2002, as subsequently amended and supplemented and must be complied with. For the sake of clarity, it should be noted that the Rules for provision of ground handling services apply only at Vilnius Airport.
<b>Description of procedure for the provision of ground handling services</b>	Description of Procedure for Provision of Ground Handling services approved by the Director of the Lithuanian Transport Safety Administration on 7 December 2021 by Order No 2BE-335, as subsequently amended and supplemented.
<b>Responsible person</b>	The person(s) designated by the Provider/Self-handler/Airport/Air carrier authorized to communicate with the Provider/Self-handler /Airport/Air carrier on matters relating to the provision of Ground handling services and the use of the Airport infrastructure and to provide/receive notifications and information in this regard.
<b>CI</b>	Airport centralized infrastructure for the provision of ground handling services: that part of the Airport infrastructure listed in Annex 4 to the Conditions which, due to its complexity, cost or environmental impact, cannot be subdivided or replicated.
<b>Information / written notification</b>	Providing information in any form of written documentation. Correspondence by email shall also be deemed to be written information/notification for the purposes of the Terms. The

transmission of documents by means of electronic systems installed at the Airport (e.g. electronic billing system or any other systems that may be installed at the time of these Conditions) shall also be deemed to be a notification, instruction, etc. in writing.

<b>CSS</b>	Customer Service Standard - a set of service guidelines and rules approved by the Chief Executive Officer of the LTOU by Order No 1R-78 of 7 May 2021 to improve the customer experience at the LTOU, as subsequently amended and supplemented.
<b>LTOU, Airport operator</b>	State Enterprise Lietuvos oro uostai, legal entity code 120864074, registration address Rodūnios kelias 10A, LT-02189 Vilnius, VAT payer code LT208640716, registered in the Register of Legal Entities.
<b>Fee(s)</b>	Remuneration paid by the Provider//Self-handler/Air carrier to the LTOU for the use of the Airport infrastructure.
<b>Airport</b>	Vilnius Airport (or VNO), Kaunas Airport (or KUN), Palanga Airport (or PLQ).
<b>Airport administration</b>	<p>Responsible persons/positions/units designated by order of the Chief Executive Officer of the LTOU:</p> <p>1) in the case of VNO, providing a conclusion on the applicant's compliance with the requirements set out in the Aviation Act, as per the Rules for provision of ground handling services. The Head of the Airport operator signs and submits the conclusion to the permanent commission established by the Minister of Transport and Communications;</p> <p>2) in the case of KUN and PLQ, providing a conclusion to the Head of the Airport operator on the Applicant's compliance with the requirements set out in Clause 3.2.6 of these Conditions and who are entrusted with the performance of the other functions set out in these Conditions relating to the adoption of a decision to restrict access to CI, the suspension of a decision on the approval of a Provider/Self-handler, the lifting of suspension, the revocation of revocation, and the possible limitation of the number of Providers/Self-handlers.</p> <p>The decisions made by the Airport administration are advisory in nature. The final decision is taken by the head of the Airport operator.</p>
<b>Airport infrastructure</b>	Airport infrastructure (including CI), systems and facilities for the provision of Ground handling services.
<b>Airport rules</b>	Legislation of the Republic of Lithuania, documents approved by the LTOU/Airport's internal procedures or other documents adopted by the competent authority, which approve rules, descriptions, regulations and other local documents related to the activities at the Airport. The relevant Airport Rules relevant to the Provider's /Self-handler's / Air carrier's operations at the Airport (including amendments thereto) shall be notified to the Provider /Self-handler / Air carrier in writing or published on the Airport's website.

<b>Air carrier(s)</b>	Legal entity holding valid air operator certificate and engaged in the carriage of passengers, mail and/or cargo by air to or from the Airport. For the purposes of these Conditions, it is understood that the Air carrier shall in all cases exercise the actual use of the Airport infrastructure and the obligations related thereto, except for the obligation to pay the Airport infrastructure Fees, only through the Providers engaged by the Air carrier for the purpose of using the Airport infrastructure.
<b>Aircraft operator</b>	A natural or legal person who operates an aircraft under contract or on any other lawful basis.
<b>Conditions</b>	These General Terms and Conditions of Provision of Ground Handling Services at Airports Managed by Branches of SE Lithuanian Airports.
<b>Party(ies)</b>	Provider, Air carrier, Aircraft operator and Airport operator, either jointly or separately.
<b>Provider(s)</b>	A natural or legal person providing one or more types of Ground handling services to a third party in accordance with the Rules for the provision of ground handling services and these Conditions. Where the provisions of these Conditions apply to both the Provider and the Self-handler, the term "Provider" shall be used.
<b>Self-handler</b>	Airport user providing Ground handling services to itself.
<b>Website</b>	The official website of the Airport, with the web address <a href="http://www.ltou.lt">www.ltou.lt</a> .
<b>Code of Conduct for operational partners</b>	The Code of Ethics of Operating Partners of Lithuanian Airports approved by the Order of the Chief Executive Officer of LTOU and published on the Airport's website.

## **2. GENERAL REQUIREMENTS FOR PROVIDERS/SELF-HANDLERS**

- 2.1. Providers/Self-handlers registered in a Member State of the European Union or the European Economic Area (EEA) and approved in accordance with the procedure set out in Section 3 of the Conditions shall be entitled to provide ground handling services at the Airport. Approved Providers/Self-handlers established in other countries may provide Ground handling services at the Airport only if this is provided for in the relevant international agreement of the Republic of Lithuania.
- 2.2. The Provider/Self-handler shall only be entitled to provide Ground handling services which have been approved by the Head of the Airport operator in accordance with the procedures set out in these Conditions or by the Minister of Transport and Communications in accordance with the Rules for provision of ground handling services.

## **3. PROVIDER'S/SELF-HANDLER'S APPROVAL**

### **3.1. Specifics of the approval of the Provider/Self-handler at VNO**

The approval of the Provider/Self-handler at VNO is carried out in accordance with the Rules for the provision of ground handling services.

### **3.2. Specifics of the approval of the Provider/Self-handler at KUN and PLQ**

3.2.1. Provider/Self-handler approval process for KUN and PLQ shall be conducted in accordance with the procedures set out in these Conditions.

3.2.2. To commence the provision of Ground handling services at the Airport, each Provider and each Self-handler (hereinafter referred to as the "Applicant") must submit an application (in accordance with Annex 3 to the Conditions) with all documents (copies thereof) to the Head of the Airport operator to be approved as a Provider which will be providing Ground handling services at the Airport for third parties as specified in the application, or as a Self-handler which will be providing Ground handling services to itself.

3.2.3. The Application and the documents submitted with it shall be evaluated no later than 30 days after receipt of the Application and all relevant documents. The application submitted by the applicant shall be assessed by the Airport administration.

3.2.4. If the Applicant has not provided all data or incomplete documents for approval, the Airport administration shall inform the Applicant of the deficiencies in the application and shall set a reasonable, but in any case, at least 5 working days, deadline for the Applicant to remedy such deficiencies. In the event of a revision of the application, the time limit for the assessment of the eligibility of the application set out in Clause 3.2.3 of the Conditions shall be extended by the same amount of time as it took to revise the application.

3.2.5. The applicant's application and the documents submitted with it shall be assessed with respect to its compliance with the criteria set out in Clause 3.2.6 of the Conditions.

3.2.6. The Chief Executive Officer of the Airport operator shall, on the proposal of the Airport administration, approve the Applicant as a Provider/Self-handler if the Applicant provides evidence that it:

3.2.6.1. has sufficient financial resources;

3.2.6.2. has sufficient equipment and facilities (GSE) to provide planned Ground handling services;

3.2.6.3. has an approved organizational structure and sufficient staff to ensure the provision of the planned Ground handling services (where staff is to be recruited, documentation of the analysis of tasks and resources must be provided);

3.2.6.4. has a system for training staff and documentation to demonstrate this;

3.2.6.5. has procedures for the maintenance and use of equipment and facilities (GSE);

3.2.6.6. has its own Safety Management System (SMS), which is aligned with the Safety Management System of the Airport wherein provision of Ground handling services is planned;

3.2.6.7. has an aviation security programme that is aligned with the safety management system of the Airport wherein provision of Ground handling services is planned;

3.2.6.8. has approved procedures and documentation and is able to ensure the security and safety of facilities, aircrafts, equipment and persons, taking into account the other requirements set out in the Description of procedure for the provision of ground handling services and the level of quality of service (if any) established at the Airport;



3.2.6.9. has an Emergency Response Plan in accordance with the emergency plans of the Airport at which the Ground handling services are to be provided;

3.2.6.10. has taken out civil liability insurance in accordance with the procedures set out in the Conditions for an amount not less than the amount specified in these Conditions;

3.2.6.11. is familiar with these Terms and Conditions and undertakes to comply with them.

3.2.7 The Head of the Airport operator, on a proposal from the Airport administration, shall have the right to cancel or suspend the decision to approve the Provider/Self-handler if the Provider/Self-handler no longer meets the criteria set out in Clause 3.2.6 of these Conditions or has not provided actual services for a period of more than 6 months. In the event of the revocation or suspension, the Provider/Self-handler shall no longer be entitled to provide Ground handling services at the Airport.

3.2.8 In the event that the Head of the Airport operator, on the proposal of the Airport administration, refuses to approve an Applicant as a Provider/Self-handler, or revokes or suspends the decision to approve an Applicant as a Provider/Self-handler, the reasons for such refusal, revocation or suspension shall be provided in writing to the Applicant or Provider/Self-handler concerned.

### **3.3 Using other parties to provide ground handling services**

3.3.1. The Provider/Self-handler shall not transfer the provision of Ground handling services to other parties.

## **4. SELECTION OF PROVIDERS IN THE EVENT OF LIMITATION**

### **4.1 Limitation on the number of providers and specifics of selection at VNO**

The Minister of Transport and Communications has the right to limit the number of approved Providers at the Airport for any or all types of Ground handling services. The decision to limit the number of Providers shall be made and the selection of Providers shall be carried out in accordance with the procedure set out in the Rules for provision of ground handling services.

### **4.2. Limitation on the number of providers and specifics of selection at KUN and PLQ**

4.2.1. The Head of the Airport operator, on the proposal of the Airport administration, shall have the right to limit the number of approved Providers at the Airport or a part thereof for any or all types of Ground handling services to the extent objectively necessary in accordance with the requirements of objectivity, publicity and non-discrimination. A decision to limit the number of Providers may be taken for objective reasons. The Airport operator shall endeavour to maintain a time limit of at least 6 months between the adoption of the decision to limit the number of Providers and its actual implementation (commencement of its application), taking into account the reasons for the decision to limit the number of Providers, however, in the case of a limitation of the number of Providers caused by unforeseen circumstances (e.g. an accident), the Head of the Airport operator shall have the right to immediately implement the limitation.

4.2.2. The decision to limit the number of Providers shall be taken by the head of the Airport operator on the basis of a proposal from the Airport administration and shall be made public on the Airport's website. The decision to limit the number of Providers shall specify:

4.2.2.1. type of Ground handling service to which the limitation applies;

4.2.2.2. number of Providers authorized to provide these Ground handling services;

4.2.2.3. period of the limitation.

4.2.3. Having taken a decision to limit the number of Providers, the Head of the Airport operator shall grant the right to provide Ground handling services at the Airport to Providers in accordance with the principles of objectivity, publicity, non-discrimination, and the provisions of Clauses 4.2.4 to 4.2.5 of these Conditions. If the number of Providers at the Airport is limited to one Provider in accordance with the provisions of these Conditions and the Ground handling services at the Airport are provided (intended to be provided) by the Airport itself, the selection of Providers shall not be carried out.

4.2.4. The Head of the Airport operator shall determine the selection criteria and the conditions to be met by the Provider in accordance with the criteria of objectivity, publicity and non-discrimination.

4.2.5 Once the selection criteria have been approved, a public tender shall be launched, open to any interested Provider meeting the conditions set by the Head of the Airport operator. The invitation to tender shall specify:

4.2.5.1. the Provider selection criteria;

4.2.5.2. the period for which the Provider will be selected;

4.2.5.3. the deadline for the submission of applications (at least one month from the date of publication of the call for tenders).

4.2.6 The Head of the Airport operator shall have the right to determine that at least one selected Provider cannot be controlled directly or indirectly by an Air carrier which has carried more than 25% of the passengers or cargo registered at the Airport during the preceding year.

4.2.7. the Provider shall be selected for a maximum period of seven years. The Airport operator shall conclude a contract with the selected Provider, which shall specify, inter alia, the Ground handling services to be provided by the Provider, the requirements for the provision of such services, including the terms and conditions for the provision of such services, the level of service requirements, the Provider's liability for default, the methods, conditions for ensuring the fulfilment of obligations, etc.

4.2.8 If a Provider terminates the provision of Ground handling services before the expiry of the period for which it was selected, it may be replaced by another Provider, subject to the procedure set out in this section of these Conditions.

4.2.9 The decision to limit the number of approved Providers, as well as the reasons and grounds for the decision on the outcome of the selection, shall be communicated in writing to the Provider concerned (upon written request).

## **5. SELF-SUPPLIER SELECTION IN THE EVENT OF LIMITATION**

### **5.1 Limitation on the number of self-handlers and specifics of selection at VNO**

The Minister of Transport and Communications shall have the right to limit the number of approved Self-handlers at an Airport for any or all types of Ground handling services. The decision to limit the number of Self-handlers shall be taken and the selection of Self-handlers shall be carried out in accordance with the procedure set out in the Rules for provision of ground handling services.

### **5.2 Limitation on the number of self-handlers and specifics of selection at KUN and PLQ**

5.2.1. The Head of the Airport operator, upon proposal of the Airport administration, shall have the right to limit the number of approved Self-handlers at the Airport or a part thereof for any or all types of Ground handling services to the extent objectively necessary in accordance with the requirements of objectivity, publicity and non-discrimination. The decision to limit the number of Self-handlers in the event of objective circumstances giving rise to such a decision shall be taken by the Head of the Airport operator, on the basis of a proposal from the Airport administration, and shall be made publicly available on the Airport's website. The decision on the limitation of the number of Self-handlers shall specify:

5.2.1.1. type of Ground handling service to which the restriction applies;

5.2.1.2. number of Air carriers/Aircraft operators that may exercise the self-handling right for these Ground handling services;

5.2.1.3. period of the limitation.

5.2.2. The Head of the Airport operator shall determine the selection criteria to be met by the Self-handlers in accordance with the criteria of objectivity, publicity and non-discrimination. These criteria shall be published on the Airport's website. On the basis of these criteria, the Head of the Airport operator shall approve the Airport users who may exercise the self-handlers right.

## **6. COMPLIANCE WITH STANDARDS**

6.1. The Provider/Self-handler shall comply with and ensure compliance with the standards, rules and procedures applicable to its operations as set out in the guidelines of the *International Air Transport Association (IATA)* and the *International Civil Aviation*

*Organisation* (ICAO). The Provider/Self-handler is also responsible for the safe and quality provision of Ground handling services in accordance with:

- 6.1.1. the provisions of Regulation (EU) 2018/1139 and its delegated and implementing acts (as subsequently amended and supplemented);
  - 6.1.2. the contents of the Airport Manual for the airport at which the Ground handling services are planned or to be provided, applicable to the Provider/Self-handler, including the procedures relating to the movement of vehicles, equipment and personnel, and the operation of the airport in winter, at night and in adverse weather conditions;
  - 6.1.3. the operations manual, procedures and instructions of the Air carrier to which the Ground handling services are planned to be provided or to be provided, where the Air carrier has such a manual/operating procedures and instructions and makes them available;
  - 6.1.4. its operations manual.
- 6.2. The Provider/Self-handler must ensure compliance with the provisions of international law and the Airport rules, without prejudice to the overall obligation to provide Ground handling services in an efficient, safe and reliable manner. The Provider/Self-handler must also monitor and implement changes and additions to the standards or guidelines governing its activities. The Provider/Self-handler shall ensure that its documents governing the Provider's/Self-handler's operations and internal procedures are prepared in accordance with the requirements of EASA, ICAO, the Airport and the Air carrier to which the Ground handling services are provided. The Provider's/Self-handler's Operations Manual shall ensure interfaces with other organizations in the implementation of the contents of ICAO Doc 10121 Ground handling manual.
  - 6.3. Providers/Self-handlers shall meet the service quality targets and commitments set out in separate *Service Level* Agreements (SLAs) with the Airport operator. Providers/Self-handlers undertake to enter into such an SLA with the Airport operator, setting out clear, measurable indicators and mutual commitments.
  - 6.4. The Provider/Self-handler shall ensure that it informs the Head of the Airport operator of any changes to any document submitted with its application for approval as a Provider/Self-handler and ensure that any changes are consistent with the standards applicable to the Provider/Self-handler and its operations, the Aerodrome Manual and other Airport rules and procedures as set out in the legislation.
  - 6.5. The Provider shall comply with the provisions of the CSS as approved by the LTOU and shall comply with the parts of the CSS relevant to its field of activity when providing the Ground handling services.
  - 6.6. The Provider undertakes to comply with the provisions of the Code of Ethics of the LTOU Operational Partners.

## **7. SAFETY AND SECURITY (SMS and SeMS)**

- 7.1 The Provider's/Self-handler's safety management system must be compatible with the Airport's safety management system and include at least:
  - 7.1.1. the objectives of the safety management system in the scope of the Ground handling services;
  - 7.1.2. hazard identification in Ground handling operations;
  - 7.1.3. the assessment and mitigation of safety risks within the scope of the Ground handling services;
  - 7.1.4. the means to verify the effectiveness of the Provider's/Self-handler's safety management system using indicators and targets;
  - 7.1.5. the process of disseminating safety information;
  - 7.1.6. the process for confidential and mandatory safety notifications.
- 7.2. The Provider's/Self-handler's management system shall include a change management process.
- 7.3. The Provider's/Self-handler's staff training programme must ensure that staff involved in the provision of Ground handling services are adequately trained and competent to carry out their duties in a safe manner and that they are familiar with the rules and procedures.
- 7.4. The Provider/Self-handler shall develop and implement a prevention programme to ensure that the Provider's/Self-handler's employees do not perform work functions in the Airport

area under the influence of alcohol or other substances that impair the ability of a person to function.

- 7.5. The Provider/Self-handler must develop and implement a notification system, including mandatory and voluntary notifications, which complies with the requirements of (EU) Regulations No 376/2014 and 2018/1139.
- 7.6. The Provider/Self-handler shall notify the Airport of all events through the notification system established and maintained by the Provider, no later than 72 hours after becoming aware of the event. This Clause does not relieve the Provider/Self-handler of its responsibility to provide notifications in accordance with the terms and conditions set by the Regulatory Authorities or Air carriers.
- 7.7. The Provider/Self-handler shall designate an employee or group of employees who shall be responsible for the ongoing maintenance of the Provider's/Self-handler's safety management system. The designated staff member shall have the necessary knowledge and expertise to enable him/her to take decisions on safety and security matters on behalf of the Provider/Self-handler.
- 7.8. The Provider/Self-handler shall nominate a member of staff to participate in the Airport Safety Committee and, where necessary, in the Safety Panels as required by the Airport's Aerodrome Manual.
- 7.9. The Provider/Self-handler shall have an Aviation Security Programme (Plan) prepared in accordance with the provisions of the National Civil Aviation Security Programme and the procedures approved by the Transport Competence Agency. The Provider shall certify that its personnel have been briefed on the programme. The Provider/Self-handler shall, inter alia, familiarize itself with and comply with the Aviation Security Programmes of the Air carriers to which it provides Ground handling services.
- 7.10. The Provider/Self-handler shall participate and co-operate with the Airport's responsible persons during safety and security audits and inspections and shall provide all safety and security related information that the Airport may reasonably request.
- 7.11. The Provider/Self-handler shall co-operate with the Airport's responsible persons in all investigations of incidents involving the Provider. The Provider/Self-handler shall promptly report to the Airport's responsible persons and investigate all accidents, incidents or safety and security breaches relating to the Provider's/Self-handler's activities. The Provider/Self-handler shall provide the Airport's responsible persons with information on the ongoing investigation and, at the conclusion of the investigation, the findings of the investigation and an action plan to be implemented to prevent the recurrence of similar incidents in the future.
- 7.12. The Provider/Self-handler shall ensure that all of its employees performing functions in the Restricted Area of the Airport have received aviation security training, have been issued permits in accordance with the procedures established by the Airport operator and use them in accordance with the rules approved by the Airport operator, which shall be made available to them by the Provider/Self-handler. The Provider/Self-handler shall ensure that its employees carry their Airport passes in a conspicuous place and that employees or persons providing services to the company who hold temporary passes are accompanied at all times by persons holding permanent passes.
- 7.13. The Provider/Self-handler shall ensure that its employees have successfully completed a fire safety briefing and that employees driving vehicles have successfully completed a driver's license course organized by the Airport operator, which entitles them to drive vehicles and equipment on the apron.
- 7.14. The Provider/Self-handler must have and submit to the Airport's responsible persons an emergency response/ plan and be able to implement it. The plan must be consistent with the Airport's emergency response plan. The Provider must ensure, at its own cost, periodic participation in training exercises organized by the Airport. The Provider shall also ensure that staff are trained in emergency response in accordance with the roles and responsibilities set out in the plan.
- 7.15. In the event of an incident or emergency, the Airport operator shall have the right to designate the Provider(s)/Self-handler(s) to act in accordance with the contingency plans and to implement any other instructions of the Airport operator to the extent that it relates to the provision of Ground handling services.

- 7.16. The Provider/Self-handler shall cooperate with the Airport and take all reasonable steps and devote resources to assist in the removal of an aircraft involved in an incident or accident in the event of an incident or accident referred to in Clause 7.15 of the Conditions, if necessary to ensure the continued safe operation of the Airport, to the extent that it relates to the performance of the Provider's/Self-handler's functions.
- 7.17. In the event of mobilization and/or host nation support, the Provider/Self-handler shall ensure the provision of Ground handling services in order to fulfil the national mobilization task to ensure the functioning of the Airport and to ensure that the arriving forces have access to the Airport and its infrastructure in accordance with the needs of the host nation support as specified by the Armed Forces of Lithuania.
- 7.18. In the event of a threat and/or actual disruption to the provision of the Ground handling services, the Provider/Self-handler shall at all times use its reasonable endeavours to restore the proper provision of the Ground handling services as soon as reasonably possible.

## **8. SERVICE PROVISION**

- 8.1. The Provider undertakes to provide Ground handling services to all Air carriers and Aircraft operators who apply to the Provider and with whom Ground handling services are agreed, and to ensure the provision of such services during the Airport's opening hours. Providers/Self-handlers shall also be obliged to carry out the *Prior Permission Required* ("PPR") functions in accordance with the procedures and to the extent set out in the PPR Schedule.
- 8.2. The Provider/Self-handler shall itself acquire or lease the administrative, domestic and industrial premises and facilities necessary for the provision of the Ground handling services and shall maintain its buildings and grounds (if any) within the Airport Area.
- 8.3. The Provider shall, in all cases where it provides the relevant Ground handling services to the Air carrier, take and supervise arriving passengers, crew members and baggage to the Airport's passenger arrival/departure terminal to ensure that aviation security requirements are not breached and to ensure access of passengers to the areas of the terminal designated by the Airport as well as to ensure taking and supervision of departing passengers, crew members and baggage to an aircraft parking stand.
- 8.4. The Provider's/Self-handler's activities shall not prejudice the legitimate interests of other Airport users or interfere with other Providers/Self-handlers operating at the Airport.
- 8.5. The Provider/Self-handler shall ensure that persons, baggage, cargo, mail and equipment on the apron for which the Provider/Self-handler is responsible are supervised in strict accordance with all relevant procedures and the Airport's established procedures or instructions.
- 8.6. Where an Air carrier enters into separate agreements with several Providers to provide Ground handling services for its flights, the Provider providing ramp services shall be deemed to have joint responsibility for the handling of the aircraft (from arrival to departure) and shall coordinate the activities of all other Providers/Self-handlers involved. The Provider of ramp services/Self-handler shall cooperate with all parties concerned in this respect and shall be responsible for maintaining communication with the Airport in relation to the movement of aircraft, including passengers, baggage, cargo and mail, until departure or, in the case of arrivals, until the aircraft comes to a complete stop at the parking area.
- 8.7. The Provider shall inform the Airport in advance of any proposed changes to the Ground handling services it performs on its own behalf and/or on behalf of the Air carrier. The Provider shall indicate to the Airport the nature of the Services, the reasons for the changes and the proposed date of implementation of the changes, and the Airport shall be entitled to require the implementation of any additional terms and conditions if necessary.

## **9. GENERAL CONDITIONS FOR USE OF AIRPORT INFRASTRUCTURE**

- 9.1. The Provider/Self-handler shall have the right to use the Airport infrastructure or other parts of the Airport property as determined by the Airport operator, notified to the Provider/Self-handler by way of instructions, rules or agreements.
- 9.2. The Provider/Self-handler must use CI at the Airport which is operated by the company or other person operating the Airport and must not use alternative equipment.

- 9.3. The Airport operator or other person to whom a specific CI facility has been transferred in accordance with the procedure established by law, shall grant the Providers/Self-handlers the right to use the Airport infrastructure facilities in consideration of the Fee. These Conditions constitute a complete and integrated agreement between the Airport operator or other person to whom the specific CI facility has been transferred in accordance with the statutory procedure and the Provider/Self-handler concerning the terms and conditions of use of the Airport infrastructure.
- 9.4. The Provider/Self-handler shall use the Airport infrastructure for its intended purpose, in accordance with the instructions of the manufacturer of the relevant Airport infrastructure (or individual components thereof), the terms and conditions set out in these Conditions, and in such a manner as not to interfere with the use of the Airport infrastructure by other Providers/Self-handler, and to preserve, protect, conserve, not to modify, alter or cause damage to the Airport infrastructure used.
- 9.5. The Provider/Self-handler shall, on each occasion prior to using the Airport facilities, satisfy itself as to the suitability of the Airport facilities for the provision of the Ground handling services and shall make its own claims, if any, in respect of the Airport facilities (otherwise, the Airport facilities shall be deemed to be in accordance with the requirements of the Provider/Self-handler).
- 9.6. The Provider/Self-handler shall, after using the Airport facility (part thereof), leave it in good condition and shall immediately inform the contacts set out in Annex 11 to these Conditions of any faults, damage, malfunctions and/or malfunctions of the Airport Facility known to it.
- 9.7. The Provider/Self-handler shall provide the Airport operator with written notifications of the occurrence or existence of any event, condition or circumstance that may affect the proper use of the Airport facilities or result in a breach and shall immediately inform the Airport operator if the Provider/Self-handler is unable to make proper use of the Airport infrastructure due to the acts or omissions of other Providers/Self-handler or persons.
- 9.8. These Conditions shall apply to all contracts for the use of the Airport infrastructure entered into prior to the approval of these Conditions and to any proposals and other documents relating to the use of the Airport facilities managed or used by the Airport operator or any other person to whom a specific CI facility has been transferred in accordance with the procedure established by law, whether or not the application of the Conditions is expressly referred to in the contract.
- 9.9. The Conditions shall in all cases apply to the Provider/Self-handler to the extent that the Provider/Self-handler actually uses the Airport facilities. In this case, the contractual relationship between the Airport operator and the Provider/Self-handler with respect to the use of the Airport facilities shall be deemed to be governed by the Conditions. This provision does not exclude or limit the rights of the Airport operator to require the Provider/Self-handler to enter into an agreement for the use of the Airport infrastructure, to terminate the unauthorized use of the Airport infrastructure, to seek damages and/or to seek any other remedies.
- 9.10. Any deviations from these Conditions shall only apply if they are expressly identified as exceptions in the Airport infrastructure use agreement with the relevant Provider/Self-handler.
- 9.11. The terms and conditions set out in this section of the Conditions shall be binding on all Airport infrastructure facilities and Providers/Self-handlers. Additional provisions regarding the use of VNO, KUN and PLQ CI are set out in Annexes 5 to 10 to these Conditions, which, depending on the specifics of each CI facility, detail and/or supplement the conditions for the use of the individual CI facilities, and shall apply to the Provider/Self-handler in respect of the relevant CI facilities.
- 9.12. The Airport operator must:
  - 9.12.1. provide the Provider/Self-handler with written notice of the occurrence or existence of any event, condition or circumstance that may affect the proper use of the Airport facility or cause a breach;
  - 9.12.2. take such steps as may be reasonably necessary to remedy as soon as reasonably practicable any circumstances or acts of others which prevent the Provider/Self-handler from making proper use of the Airport facilities;

- 9.12.3. to carry out maintenance, repair and other related work on the Airport infrastructure, unless otherwise provided for in the Conditions.
- 9.13. LTOU shall have the right to pledge and assign its claims for Fees and other payments which arose due to the Provider/Self-handler/Air carrier to a bank, other financial institution or debt collection company at its sole discretion, without the prior consent of the Provider/Self-handler/Air carrier. Other functions and rights and obligations provided for in these Conditions may be transferred by LTOU to another person without the Provider's/Self-handler's consent or prior notification, only if such transfer is made to a person who, in accordance with the requirements of the law, takes over the relevant functions of LTOU in the field of management of the Airport infrastructure.
- 9.14. In the cases expressly provided for in these Conditions, as well as for objective reasons (e.g., in the event of the emergence of a new Provider/Self-handler, where changes are necessary to provide it with the possibility to use the Airport infrastructure; in the event of a change in the volume of use of the Airport infrastructure or the CI facility, etc.), the Airport operator shall have the right to revise the conditions of use of the Airport infrastructure and to amend the conditions of use accordingly. Changes to the terms and conditions of use of the Airport infrastructure shall be notified to the Provider/Self-handler in accordance with the same procedure as for notifications of amendments to these Conditions.
- 9.15. The Airport operator shall have the right to unilaterally, upon written notice to the Provider/Self-handler, prohibit the Provider/Self-handler from using the Airport infrastructure in the cases and in accordance with the procedures set out in Section 17 of the Conditions, after informing the Provider/Self-handler of the deficiencies identified and giving the Provider/Self-handler a deadline for the elimination of the deficiencies identified.
- 9.16. In the event that the Aviation Law provides for a departure ban, the Airport operator shall have the right to prohibit the Provider/Self-handler from using the Airport infrastructure necessary for servicing such aircraft.

## **10. FEES AND PAYMENT ARRANGEMENTS**

- 10.1. The Provider/Self-handler shall be obliged to pay the Fees for the use of the Airport infrastructure. The Air carrier shall have the right to implement the Provider's obligation to pay the Airport infrastructure Fees directly to LTOU. In this case, the Air carrier (or the Provider providing Ground handling services to the Air carrier) must provide the Airport operator with a certified copy of the agreement between the Provider and the Air carrier on the payment for the use of the Airport infrastructure for the provision of Ground handling services to the Air carrier or a confirmation, signed by both parties, stating that the Fees for the use of the Airport infrastructure for the provision of Ground handling services to the Air carrier shall be payable by the Air carrier. The obligation to pay the Fees for the use of the Airport infrastructure directly shall only pass to the Air carrier upon receipt of the written approval of the Airport operator issued on the basis of this clause of the Conditions. In the case of direct payment by the Air carrier, the Air carrier shall be liable for breaches of the procedure for payment of Fees. In the event that the Air carrier and the Provider wish to revoke the instruction given in accordance with the procedure set out in this clause, they shall inform the Airport operator by email. The procedure for submitting invoices directly to the Provider shall apply 10 (ten) days after the date of receipt of the electronic notification. The Airport operator may refuse or withdraw its approval of the transfer of the obligation to pay Airport infrastructure Fees directly for any reason. In the event of a refusal or withdrawal of approval by the Airport operator, the Airport infrastructure Fees shall be payable by the Provider.
- 10.2. The Provider/Self-handler/Air carrier shall pay the Fees for the use of specific Airport infrastructure in accordance with the procedure and within the time limits set out. The Fees and their amounts shall be determined by order of the Chief Executive Officer of LTOU, in accordance with the requirements of the legislation and the established procedures and shall be published on the Website. The Provider may not charge Air carriers and Aircraft operators any additional fees for the use of CI that are not agreed with the Airport operator. The procedure for setting Fees for the use of CI is set out in Annex 4 to the Conditions.

- 10.3. Fees and the amounts thereof may be reviewed and amended at the discretion and decision of the Chief Executive Officer of the LTOU. In the cases and according to the procedure provided for in the Rules for provision of ground handling services, LTOU shall inform the Ministry of Transport and Communications of the amounts of the Fees for the use of Vilnius Airport CI. The fees and their amounts set by the LTOU shall be binding on the Providers/Air carriers. The Provider/Self-handler/Air carrier shall be informed of changes in the Fees and/or their amounts in the same manner as for notifications of amendments to these Conditions.
- 10.4. Unless otherwise provided in the Conditions, payment shall be made in accordance with the following terms and conditions:
- 10.4.1. the LTOU shall submit to the Provider/Self-handler/Air carrier a VAT invoice for the Fees for the preceding calendar month by the 10th calendar day of the current month, and the Provider/Self-handler/Air carrier shall be obliged to pay the invoice by the last day of the current month; In the event that the LTOU submits the VAT invoices after the 10th calendar day of the current month, the payment deadline shall be extended by the number of days for which the submission of the VAT invoice was late.
- 10.4.2 The Provider/Self-handler/Air carrier shall have the right to submit claims and/or comments on the Fees and/or other details specified in the VAT invoice in writing no later than 5 business days after receipt of the VAT invoice. The VAT invoice shall be deemed to have been received on the day of sending or on the next working day if the day it is sent is a non-business day or if the VAT invoice is sent after 5 p.m. after business hours. If no claims are made within that period, the VAT invoice shall be deemed to have been accepted and the particulars therein shall be deemed to be correct;
- 10.4.3. payment shall be made by payment order. The payment shall be deemed to have been made on the date of crediting the money to the LTOU's bank account;
- 10.4.4. All payments shall be credited in the following order of priority: interest, debt, current payments. If the Provider/Self-handler/Air carrier specifies a different allocation of payments, the LTOU shall be entitled to refuse to accept the Provider's/ Self-handler's/Air carrier's payment or allocate the payment received in the order specified in this clause by informing the Provider/ Self-handler/Air carrier via email;
- 10.4.5. If the Provider/Self-handler/Air carrier is obliged to repay several debts of the same type, it may declare which part of the debt is being repaid by making a payment, however it shall not be entitled to make a payment in respect of the outstanding obligation in lieu of a payment in respect of the overdue obligation without consent of the LTOU. For the purposes of making payments under these Conditions, repayment of a matured debt shall in all cases be deemed to have been made. Where there are several debts which are due for repayment, the oldest debt shall be deemed to have been repaid.
- 10.5. All Fees and related payments shall be payable in Euro by wire transfer to the bank account of LTOU specified in the invoice.
- 10.6. The Provider/Self-handler/Air carrier shall be liable at its own cost and risk for any deficiencies or inaccuracies in invoices resulting from inaccuracies in the information provided by the Provider/Self-handler or Air carrier. In such case, including but not limited to interest on any outstanding invoices or other resulting LTOU losses shall be borne by the Provider/Self-handler/Air carrier.
- 10.7. Upon request of the Airport operator, Providers shall provide a report to the Airport Responsible person by the 5th working day of the current month, detailing the volume of Airport infrastructure used for the servicing of a particular Air carrier during the previous month.

## **11. INSURANCE AND LIABILITY**

- 11.1. Prior to commencing the provision of Ground handling services at the Airport, the Provider/Self-handler shall be required to insure its civil liability with General liability insurance policy for all activities at the Airport:
- 11.1.1. for the provision of Ground handling services at VNO, for an amount not less than EUR 1 500 000 (one million five hundred thousand euro), at KUN and PLQ, for an amount not less than EUR 750 000 (seven hundred and fifty thousand euro);
- 11.1.2. for the provision of Ground handling services at VNO, KUN or PLQ for aircraft with maximum take-off mass not exceeding 5700 kg and which are used exclusively for non-



commercial air transport operations, for an amount not less than EUR 100 000 (one hundred thousand euros).

- 11.2. The Provider/Self-handler must take out third-party liability insurance with a generally recognised insurance company, subject to the Airport's prior confirmation (which shall not be unreasonably withheld) as to the acceptability of such insurance company and the content of the insurance contract with it.
- 11.3. If the Provider's/Self-handler's activities will involve the use of motor vehicles and/or mobile equipment, the Provider's/Self-handler's third-party liability insurance contract shall cover liability arising from the operation of such motor vehicles.
- 11.4. If the Provider's/Self-handler's activities will involve the servicing of aircraft, the Provider's/Self-handler's third-party liability insurance contract shall cover liability for damage to aircraft.
- 11.5. If the Provider's/Self-handler's activities entail a risk of damage to the environment, the Provider's/Self-handler's third-party liability insurance contract shall cover liability for damage caused by environmental pollution.
- 11.6. If the Provider/Self-handler uses Airport property leased, assigned or otherwise entrusted to the Provider/Self-handler in the course of its business, the Provider's/Self-handler's third-party liability insurance contract shall cover liability for damage to the entrusted property, i.e. damage caused by any damage to or destruction of property, including but not limited to the cost of repair or restoration.
- 11.7. If the Provider uses other Providers in the performance of its activities, then the Provider's insurance contract shall cover, in no lesser extent, the civil liability of the Providers used.
- 11.8. The insurance contract shall cover the statutory obligation to indemnify for damage caused by all activities at the Airport.
- 11.9. It is also recommended that the Provider/Self-handler take out employer's liability insurance covering liability for damages to the Provider's/Self-handler's employees in the event of an accident at work (for the provision of Ground handling services).
- 11.10. The Provider/Self-handler shall maintain the insurance in full force and effect for the duration of its operations at the Airport.
- 11.11. Upon request by the Airport, the Provider/Self-handler shall promptly provide a certified copy of the third-party liability insurance certificate. The Provider/Self-handler shall also provide the Airport with an updated copy of the third-party liability insurance certificate at least ten (10) working days prior to the expiry of the insurance policy.
- 11.12. In the event of failure by the Provider/Self-handler/Air carrier to pay the Fee for the use of any Airport infrastructure when due, interest shall be calculated at the rate of 0.05% of the amount not paid on time for each day of delay, which shall be payable by the Provider/Self-handler/Air carrier at the request of LTOU.
- 11.13. In the event of information coming to light or in the event of LTOU's reasonable doubt as to the Provider's/Self-handler's poor financial standing and inability to properly meet its financial obligations, or in the event that the Provider/Self-handler is in breach of payment terms for more than fifteen (15) calendar days, LTOU shall have the right to require, the Provider/Self-handler to provide adequate security for the fulfilment of its future obligations within a reasonable period of time specified by the LTOU, and/or to require the suspension of the use of the Airport infrastructure, and if the Provider/Self-handler fails to provide such security within the period of time specified by the LTOU, to prohibit the use of the Airport infrastructure.
- 11.14. The Provider/Self-handler shall be solely responsible for the proper performance of the Provider's/Self-handler's obligations, other than the obligation to pay the Fee (where the conditions set out in clause 10.1 of the Conditions are met), in all cases.
- 11.15. The Provider/Self-handler shall be fully liable for any damage to or loss of the Airport infrastructure resulting from the Provider's/Self-handler's acceptance of the use of such infrastructure and shall indemnify the LTOU for the loss suffered, based on the actual evidence. The Provider/Self-handler shall, inter alia, reimburse the costs of repair of the Airport infrastructure if the Provider's/Self-handler's improper operation of the Airport infrastructure causes deterioration of the Airport infrastructure.
- 11.16. The Provider/Self-handler shall be fully liable for any damage caused to LTOU, other Providers/Self-handlers, Air carriers and/or other third parties operating or present at the Airport, their property and/or other valuables due to the improper use of the Airport

infrastructure, and shall be liable to compensate LTOU, other Providers, Air carriers and other third parties for losses incurred by LTOU, other Providers/Self-handlers, Air carriers and other third parties as a result of the actions or omissions of the Provider/Self-handler, including its employees or authorized persons. The Provider/Self-handler shall also be solely liable for damages suffered by the Provider's/Self-handler's employees or other persons authorized by the Provider/Self-handler at the Airport which are caused by the Provider's/Self-handler's acts or omissions.

- 11.17. In no event shall LTOU be liable for any loss or damage suffered by the Provider/Self-handler that is not due to the fault of LTOU, including acts or omissions of third parties, as well as events and circumstances beyond the control of LTOU.
- 11.18. LTOU's liability to the Provider/Self-handler shall be limited to the amount of the Fee paid by the Provider/Self-handler/Air carrier to LTOU for the use of the Airport infrastructure for which LTOU is liable for the period from the commencement of the use of such infrastructure in the course of the Provider's/Self-handler's business to the date of the occurrence of the event giving rise to liability, but in any event for no longer than a period of twelve months, unless LTOU's liability may not be limited by mandatory statutory provisions. The liability of the LTOU shall be limited to the compensation of direct damages suffered by the Provider/Self-handler and shall not extend to any indirect damages suffered by the Provider/Self-handler, including loss of profit, loss of business or disruption of business.
- 11.19. No joint venture or partnership relationship shall be created between LTOU and Providers/Self-handlers/Air carriers by virtue of the Conditions. The Provider/Air carrier shall act independently, at its own risk and responsibility in its relations with third parties. In the event that third parties make claims against LTOU or seek sanctions against LTOU as a result of the Provider's/Self-handler's/Air carrier's default or other circumstances for which the Provider/Self-handler /Air carrier is liable, the Provider/Self-handler /Air carrier shall, at its own expense, intervene in the relevant proceedings and shall take all measures to protect the interests of LTOU and shall indemnify LTOU against all losses and reasonable expenses incurred by it.
- 11.20. LTOU shall not be liable for temporary limitations or suspensions of access to the Airport facilities, if such limitations or suspensions are conditional:
- 11.20.1. planned maintenance, troubleshooting, reconstruction, repair or similar work on the Airport infrastructure equipment, where LTOU has informed the Provider/Self-handler at least 14 working days in advance of such work and its temporary impact on the use of the Airport infrastructure;
  - 11.20.2. unplanned disruptions or malfunctions in the operation of the Airport's infrastructure, of which LTOU shall promptly inform the Provider/Self-handler in an expeditious manner, indicating the expected timeframe for the removal of the malfunction. The LTOU shall take all measures to resolve the disruptions and failures as soon as possible;
  - 11.20.3. weather conditions under which the use of the Airport infrastructure may cause damage or other harm to the Airport infrastructure or other property of LTOU or any other person;
  - 11.20.4. the circumstances that the Provider's/Self-handler's planned use of the Airport infrastructure is not technically or organisationally feasible or would be contrary to the requirements of law;
  - 11.20.5. compliance with legal requirements;
  - 11.20.6. the LTOU's decision to suspend or restrict the Provider's/Self-handler's access to, or use of, the Airport infrastructure as provided for in Section 17 of these Conditions.

## **12. STAFF AND TRAINING**

- 12.1. The Provider/Self-handler shall, at its own cost and risk, ensure that all of its employees and authorized persons within the Airport area are suitably qualified and are aware of all relevant legislation, procedures and regulations, the breach of which may result in damage to the other Party or to its employees and to any third party. The Provider/Self-handler shall ensure that its employees are instructed in occupational health and safety and in the operation of the Airport, are aware of existing and potential occupational risks, hazards and harmful factors, and shall ensure that its employees properly and fully comply with

fire safety, occupational safety, sanitation, hygiene and aviation security requirements, and shall develop a safety conscious attitude amongst its employees and agents in all activities at the Airport.

- 12.2. The Provider/Self-handler shall ensure that each of the Provider's/Self-handler's employees carries with them a security clearance issued in accordance with the procedures set out in the LTOU for access to restricted areas and controlled areas, where such a clearance is required and is issued to a specific employee.
- 12.3. The Provider/Self-handler shall ensure that all employees who have direct contact with passengers in the process of servicing them wear uniforms/workwear or other clothing approved by the Provider/Self-handler that complies with the requirements of the LTOU CSS and the requirements of occupational safety or security.
- 12.4. For the purposes of aviation security and security clearances to the restricted area and controlled areas, the Provider/Self-handler must provide the LTOU with a list of its employees (by job title) who are using the Airport infrastructure, including a list of reserve employees, at the request of the LTOU. The Provider is responsible for the accuracy and veracity of the information provided about its staff.
- 12.5. Upon request by the LTOU, the Provider/Self-handler shall provide documentation to support the training history of specified Provider/Self-handler employees. If the LTOU reasonably believes that additional, repeated training is required for a Provider's/Self-handler's employee, the Provider/Self-handler must ensure that its employee receives the additional, repeated training within the timeframe specified by the LTOU.
- 12.6. The Provider/Self-handler shall ensure that all of its employees, at the commencement of their employment and, if necessary, during the course of their employment, have received the training provided by the LTOU in the "Customer Service Standard" e-learning system and have passed the knowledge test.
- 12.7. Taking into account Regulation (EC) No 1107/2006 of the European Parliament and of the Council and ECAC (*European Civil Aviation Conference*) Doc.30, Part I, Chapter 5, recommendations, it must be ensured that all staff (existing and newly recruited) are aware of how to meet the needs of persons with various disabilities or mobility impairments in accordance with the requirements of the LTOU CSS, and that they participate in self-initiated or periodic training courses and knowledge tests organized by the airport (live or via the e-learning system on the topic of "Handling passengers with special needs"). The airport staff member responsible for improving the performance of the handling of passengers with special needs shall be given access to the results of the training upon request, where the Provider/Self-handler organizes or conducts the training on this topic on its own initiative.
- 12.8. LTOU quality control staff shall have the right to monitor, inspect and evaluate staff compliance with the requirements of the CSS, to make recommendations for correcting non-compliance, and to provide periodic reports and other relevant information on the evaluation of the Provider's/Self-handler's performance from the perspective of passengers and evaluators.
- 12.9. The Provider/Self-handler shall ensure that all of its employees directly involved in the provision of the Ground handling services have sufficient knowledge of the English language and are familiar with all civil aviation terminology used in their work to the extent necessary to perform their work functions.

### **13. PROVIDER'S/SELF-HANDLER'S VEHICLES AND EQUIPMENT**

- 13.1. The Provider/Self-handler shall only use suitable, clean and in good working order equipment and machinery bearing the Provider's/Self-handler's logos, as well as other required documents confirming the same, to provide the Ground handling services. The Provider/Self-handler must ensure that the purpose, specifications and condition of the vehicles and equipment are in all cases in accordance with the Airport traffic rules and IATA AHM 913 *Basic safety requirements for aircraft ground support equipment* before they are used. In all cases, prior to the commencement of the use of vehicles and equipment, the Provider/Self-handler shall provide the Airport administration a safety assessment demonstrating that they will be used safely and in a manner consistent with the Airport's infrastructure during the provision of Ground handling services.

- 13.2. The Provider/Self-handler shall park its equipment and vehicles only at the location specified in the Airport scheme or at a location owned by the Provider/Self-handler on any lawful basis (e.g. rented), remove unused special equipment from the sites and, in the case of snow clearance operations, remove all equipment between the sites in advance to a temporary location at the Airport designated by the persons responsible for the maintenance of the airport.
- 13.3. The Provider/Self-handler shall ensure that vehicles and equipment are operated only by trained and suitably qualified operators.
- 13.4. The Provider/Self-handler shall immediately remove from the Airport area (other than the Airport area under the Provider's/Self-handler's ownership, lease or other lawful basis) any vehicle or equipment which does not comply with the safety requirements, or which is manifestly defective, technically defective or unusable.
- 13.5. All vehicles and equipment brought to and stored at the Airport by the Provider/Self-handler shall be for the sole purpose of providing Ground handling services. If the Provider/Self-handler discontinues its Ground handling services (or any part thereof), the Provider shall immediately remove from the Airport area all vehicles and equipment used for the discontinued Ground handling services.

#### **14. PROVISION OF INFORMATION AND CONTACT PERSONS**

- 14.1. The Provider/Self-handler shall:
  - 14.1.1. designate a Responsible person(s) authorized to communicate with the Airport in relation to matters relating to the implementation of these Conditions and the use of the Airport infrastructure and to give and receive any notices or information at any time during the use of the Airport infrastructure. The appointed Responsible person may be changed by notifying the Airport of the details and contact information of the appointed Responsible person at least three (3) days prior to the date of the change of the Responsible person. In the event of the temporary absence of the Responsible person, the Provider/Self-handler shall inform the Airport in writing at least 1 (one) working day in advance, indicating the details of the replacement person, and shall ensure that such person is provided with all the information necessary for the performance of his/her functions in advance;
  - 14.1.2. coordinate with the Airport any works organized or carried out in the Airport territory which may affect the Airport operations or flight safety and to inform the Airport in advance of the location and time of the planned works;
  - 14.1.3. notify the Airport in writing of the occurrence or existence of any event, condition or circumstance that may affect the proper use of the Airport infrastructure or cause a breach, including immediately informing the Airport if the Provider/Self-handler is unable to make proper use of the Airport infrastructure due to the acts or omissions of other Providers/Self-handlers or persons;
  - 14.1.4. use the communication infrastructure and other systems installed at the Airport and not install telecommunication cables and other communication infrastructure without the Airport administration's written permission.
- 14.2. The Responsible Persons appointed by the Airport operator are authorized to communicate with the Provider/Self-handler/Air carrier on matters relating to these Conditions and the use of the Airport infrastructure and to give and receive any notices or information and their contact details are set out in Annex 11 to these Conditions. The designated Responsible person may be changed by updating Annex 11 to these Conditions without prior written notice and the Provider/Self-handler should check the contact details of the Responsible persons published on the Airport's website prior to submission.

#### **15. CONFIDENTIALITY**

- 15.1. Any and all information communicated by one Party to the other in the performance of these Conditions and/or the Airport infrastructure use agreement in any form (whether written, electronic or oral) and/or otherwise made available to the Parties in the course of the performance of their respective obligations shall be deemed to be Confidential information whether or not such information has been designated by the other Party as confidential or is to be regarded as such by its nature.
- 15.2. The Parties undertake not to disclose the Confidential information to any third party, other than their contractors, consultants and other persons, in any manner whatsoever, without

the consent of the Party to whom the Confidential information belongs, to the extent necessary for the performance of these Conditions and/or the Airport infrastructure use agreement or to comply with mandatory requirements imposed by law. This obligation shall apply both during the term of the Airport infrastructure use agreement and indefinitely thereafter.

- 15.3. Confidential information shall not be deemed to be information: (i) which is publicly available under applicable law; (ii) which is publicly available at the time of disclosure; or (iii) which becomes publicly available after disclosure to the Party concerned, provided that such disclosure is made in the absence of a breach by the latter Party.
- 15.4. The Parties shall comply with the legal requirements for cybersecurity and protection of personal data.
- 15.5. LTOU shall process the personal data collected in accordance with the provisions of the General Data Protection Regulation of the European Union (EU 2016/679), ensuring appropriate organizational and technical security measures. The Provider/Self-handler undertakes to inform the data subjects of such transfer of their personal data when providing personal data to LTOU. All information on the processing of personal data by the LTOU is published on the website, in the privacy notice.

## **16. THE RIGHT TO AUDIT**

- 16.1. In order to check the Provider's/Self-handler's compliance with these Conditions, the Airport operator shall have the right to carry out inspections of the Provider's/Self-handler's provision of the Ground handling services, subject to the schedules and timeframes for the performance of such inspections having been agreed with the Provider/Self-handler in advance.
- 16.2. The Airport operator shall have the right to inspect and audit the activities of the Provider/Self-handler, after informing the Provider in advance and agreeing with the Provider/Self-handler on the timing and schedule of the audit. The Provider/Self-handler shall provide the Airport operator with access to the records and data held (in paper or electronic format) for the purpose of the audit.
- 16.3. The Provider/Self-handler shall separate the accounting for its Ground handling activities from its other activities.
- 16.4. The Airport operator undertakes to exercise the right of audit appropriately and shall ensure that the right of audit is not exercised more than 2 times per year. The Airport operator shall ensure that the information obtained in the course of the audit shall be used solely for the purpose of monitoring compliance with the Conditions.

## **17. RESTRICTION OF ACCESS TO AIRPORT INFRASTRUCTURE AND SUSPENSION OR REVOCATION OF THE DECISION TO APPROVE A PROVIDER/SELF-HANDLER**

- 17.1. If the Provider/Self-handler fails to comply with the requirements set out in these Conditions, the Airport operator shall first contact the Provider/Self-handler in writing with an instruction to correct the identified violations and depending on the nature of the violation shall set a term of at least 3 working days to remedy the deficiencies. In the event that the Provider/Self-handler fails to remedy the deficiencies within the specified term, the Airport operator shall have the right to restrict the Provider's/Self-handler's access to the Airport infrastructure, as well as to submit to the Minister of Transport and Communications for the suspension or revocation of the decision to approve the Provider/Self-handler (in the case of VNO), or to suspend the decision to approve or revoke the decision to approve the Provider/Self-handler (in the case of KUN and PLQ), in the procedure set out in these Conditions.
- 17.2. In the event of suspension/termination of the provision of all or part of the Ground handling services on any grounds, the Provider/Self-handler shall be obliged to vacate or return to the Airport any equipment or other property that was provided for the provision of the Ground handling services.
- 17.3. In the event of revocation of the validity of the decision to approve the Provider/Self-handler, the Provider/Self-handler may commence the provision of the Ground handling services only after re-completion of the procedures for the approval as a Provider/Self-handlers set out in these Conditions.

#### **17.4. Suspension or revocation of a decision to approve a Provider/Self-handler at VNO**

17.4.1. The decision to approve the Provider/Self-handler shall be suspended or revoked by decision of the Minister of Transport and Communications. The Chief Executive Officer of Airport operator shall, in accordance with the procedure and on the grounds set out in the Aviation Act and the Rules for the provision of ground handling services, apply to the Minister of Transport and Communications with a proposal to suspend or revoke the validity of the decision to approve the Provider/Self-handler. Such an appeal shall not limit the right of the Airport operator to restrict access to the Airport infrastructure to the Provider/Self-handler who has violated these Conditions.

17.4.2. The decision of the Minister of Transport and Communications shall be taken in accordance with the procedure and deadlines laid down in the Rules for provision of ground handling services.

#### **17.5. Suspension or revocation of a decision to approve a Provider/Self-handler at KUN and PLQ**

17.5.1. The validity of the decision to approve the Provider/Self-handler shall be suspended or revoked by a decision of the Head of the Airport operator, following a proposal by the Airport administration.

17.5.2. The Chief Executive Officer of Airport operator may restrict the Provider's/Self-handler's access to the Airport infrastructure and/or suspend the validity of the decision to approve the Provider/Self-handler if:

17.5.2.1. the Provider/Self-handler or the Providers/Self-handler's engaged by the Provider for the provision of the Ground handling services do not meet the requirements set out in Clause 3.2.6 of these Conditions;

17.5.2.2. the Provider/Self-handler fails to comply with these Conditions and other rules established by the Airport operator to ensure the proper functioning of the Airport;

17.5.2.3. the Provider/Self-handler or the Suppliers it engages have not insured their civil liability in accordance with the terms and conditions specified.

17.5.3. Access to the Airport infrastructure may also be restricted in the event that an Air carrier served by the Provider/Self-handler does not properly perform its obligations to the LTOU and the possibility of restricting access to the Airport infrastructure is defined in other Airport rules.

17.5.4. In the event of the grounds set out in Clause 17.5.2 of the Conditions, the Head of the Airport operator shall, upon the proposal of the Airport administration, inform the Provider/Self-handler in writing of the deficiencies identified and shall set a deadline of at least 3 working days for their elimination. In the event of failure to remedy the specified deficiencies within the specified time limit and/or failure to receive information from the Provider/Self-handler on their remediation, the restriction of access to the Airport infrastructure may be applied on the day following the expiration of this time limit without a separate written notification, and the Airport administration shall have the right to appeal to the Head of the Airport operator with a proposal to suspend the validity of the decision to approve the Provider/Self-handler. The decision of the Head of the Airport operator shall be made no later than within 10 working days of receipt of the proposal of the Airport administration. The decision to suspend the approval of the Provider/Self-handler shall specify the time limit for the elimination of the identified deficiencies, which may not exceed 6 months, and propose the actions to be taken by the Provider/Self-handler in order for the suspension of the approval decision and the prohibition on the provision of Ground handling services to be lifted.

17.5.5. The procedures set out in clause 17.5.4 of the Conditions shall not apply and the restriction of access to the Airport infrastructure may be applied immediately in cases where the identified deficiencies are related to a threat to safety, aviation security and the environment. In such a case, the Airport administration shall have the right to immediately directly contact the Head of the Airport operator with a proposal to suspend the validity of the decision to approve the Provider/Self-handler.

17.5.6. the Provider/Self-handler shall inform the Head of the Airport operator thereof in writing after the deficiencies have been remedied within the time limit set in the decision. The Airport administration shall, within 10 days of reviewing the information provided by the Provider/Self-handler, propose to the Head of the Airport operator to lift the suspension

of the decision to approve the Provider/Self-handler or to revoke the validity of the decision to approve the Provider/Self-handler.

17.5.7. the Head of the Airport operator shall revoke the validity of the decision to approve the Provider/Self-handler:

17.5.7.1. if the decision to approve the Provider/Self-handler is suspended and the Provider/Self-handler fails to remedy the deficiencies within the time limit set by the Head of the Airport operator;

17.5.7.2. if it appears that the Provider/Self-handler has provided fraudulent information referred to in clause 3.2.6 of the Conditions;

17.5.7.3. if the Provider/Self-handler has not been providing Ground handling services for more than 6 consecutive months;

17.5.7.4. at the request of the Provider/Self-handler;

17.5.7.5. if the Provider/Self-handler is subject to bankruptcy proceedings or the creditors' meeting adopts a resolution to pursue bankruptcy proceedings out of court;

17.5.7.6. if the Provider/Self-handler liquidates or dies.

17.5.8. The Provider/Self-handler shall be informed of the suspension, revocation of the suspension or revocation of the decision to approve the Provider/Self-handler not later than 5 days after.

17.5.9. When the grounds for restricting access to the Airport facilities cease to exist, a written notice shall be given to the Provider/Self-handler.

## **18. FORCE MAJEURE**

18.1. A Party shall be excused from liability for a total or partial failure to comply with the Conditions if it proves that such failure was due to circumstances beyond the control and reasonable foreseeability of the Party concerned and that the Party concerned could not have prevented the occurrence of such circumstances or their consequences.

18.2. In the event of Force Majeure, a Party shall only be relieved of liability for a period of time which is reasonable having regard to the impact of the Force Majeure on the performance of the Conditions, provided that the Party that is no longer able to perform the Conditions has notified the other Party of the occurrence of the Force Majeure circumstance and the impact of the Force Majeure circumstance on the performance of the Conditions promptly, but in any event not later than within 5 calendar days.

18.3. In the event of *force majeure*, the Parties shall be guided by Article 6.212 of the Civil Code of the Republic of Lithuania and the Rules for Exemption from Liability in the Event of Force Majeure, approved by the Resolution of the Government of the Republic of Lithuania No. 840 of 15 July 1996 on the Approval of the Rules for Exemption from Liability in the Event of Force *Majeure*.

18.4. For the sake of clarity, it is noted that force majeure is not considered to be a circumstance referred to in Clause 7.17 of the Conditions.

## **19. ENVIRONMENTAL PROTECTION**

19.1. The Provider/Self-handler shall carry out its activities in accordance with the mandatory provisions of the legal acts of the Republic of Lithuania and the European Union applicable to the respective economic activity, defining the Provider's/Self-handler's environmental impact monitoring, mandatory reporting, avoidance or reduction of environmental impact and compliance with the established environmental quality criteria. The Provider/Self-handler understands that it is treated as an operator under the legislation of the Republic of Lithuania and that it is responsible for the compliance of its activities with the legislation of the Republic of Lithuania defining the various environmental requirements related to the specific activity, and that non-compliance with these requirements shall be subject to administrative or criminal liability.

19.2. The Provider/Self-handler undertakes to provide the LTOU, upon request, with all necessary information relating to the above obligations and other information required for the LTOU's participation in the *ACI Airport Carbon Accreditation* Programme, including but not limited to: Quantities of aviation and other fuels stored and sold; Vehicles and equipment used in the Provider's/Self-handler's operations and their fuel consumption (including employee vehicles); Other mobile or stationary sources of pollution; Electricity

and thermal energy consumption for own use - if not sourced from the LTOU; Waste generation and management; Freon effluents etc.

- 19.3. The Provider/Self-handler undertakes to cooperate in the implementation of the objectives of the LTOU's environmental policy and environmental strategy in relation to the activities to be carried out (reduction of the impact of the activities on climate change, reduction of the impact of noise, increase in energy efficiency, introduction of less polluting technologies, electrification of vehicles and equipment, etc.). The objectives of the mentioned policy will be agreed in advance by the LTOU with Providers/ Self-handlers.
- 19.4. The Provider/Self-handler undertakes to delegate the responsible staff member(s) to participate in meetings and/or working groups organized by the LTOU in relation to environmental issues.

## **20. OTHER CONDITIONS**

- 20.1. Failure by the Airport operator to exercise all or part of its rights under these Conditions shall not constitute a waiver of those rights.
- 20.2. If any provision of these Conditions is unlawful, void or unenforceable, this shall not render the remaining provisions void or unenforceable. In such a case, the invalid provision shall be replaced by a legally enforceable provision which, as far as practicable, has the same legal and economic effect as the replaced provision.
- 20.3. These Conditions are made and interpreted in accordance with the laws of the Republic of Lithuania and the European Union.
- 20.4. All disputes between the Airport operator and the Providers/Self-handlers/Air carriers arising out of or in relation with these Conditions, other use of the Airport infrastructure and the provision of Ground handling services shall be settled by negotiation, and in the event of failure to resolve the dispute by negotiation, the disputes shall be settled in the courts of the Republic of Lithuania in accordance with the location of the LTOU branch.
- 20.5. These Conditions shall remain in force indefinitely. They shall cease to be valid when they are revoked by a separate decision of the Head of the LTOU, of which the Providers/Self-handlers shall be informed in writing, or when they expire on the grounds provided for by law.
- 20.6. The Head of the LTOU shall have the right to unilaterally amend these Conditions or individual provisions thereof. The decision of the Head of the LTOU to amend the Conditions shall be published on the Website of the Airport at least one (1) month prior to its entry into force, moreover, the Providers/Self-handlers will be informed of the amendment of the Conditions by e-mail and such information shall be deemed to be adequate notice.
- 20.7. All amendments and supplements to these Conditions shall be deemed to form an integral part of these Conditions from the date of their entry into force as set out in Clause 20.6 of these Conditions. Amendments to the Conditions shall apply to all Providers/Self-handlers from the effective date of the amendment, irrespective of whether the Providers/Self-handlers have become aware of them. It is the Providers'/Self-handler's responsibility to check the current version of the Terms and Conditions.



## LIST OF GROUND HANDLING SERVICES No 1

No.	GROUND HANDLING SERVICE	VNO	KUN	PLQ
<b>1.</b>	<b><i>Ground services administration and maintenance:</i></b>			
<b>1.1</b> .	representing the air carrier/aircraft operator and liaising with local authorities or other bodies, making payments on behalf of the air carrier/aircraft operator and providing office accommodation for its representatives	+	+	+
<b>1.2</b> .	loading control, notifications and telecommunications	+	+	+
<b>1.3</b> .	provision, storage and administration of loading facilities	+	+	+
<b>1.4</b> .	other pre-flight, post-flight and in-flight maintenance services and any other administrative services required by the air carrier/aircraft operator	+	+	+
<b>2.</b>	<b>'Passenger service'</b> means assistance to arriving, departing or transiting passengers, including check-in of tickets and travel documents, check-in of baggage and its transfer to the sorting area	+	+	+
<b>3.</b>	<b><i>Freight and mail services:</i></b>			
<b>3.1</b> .	for cargo, the formalization of the relevant documents, customs procedures and any security procedures agreed between the parties or required by the circumstances	+	+	+
<b>3.2</b> .	for mail, the formalization of the relevant documents and the performance of any security procedures agreed between the parties or required by the circumstances	+	+	-
<b>4.</b>	<b><i>Aircraft services:</i></b>			
<b>4.1</b> .	internal and external aircraft cleaning, toilet and water services	+	+	-
<b>4.2</b> .	heating and cooling the cab, removing snow and ice, anti-icing measures	+	+	-
<b>4.3</b> .	retrofitting the cab with cab-appropriate equipment and storing this equipment	+	+	-
<b>5.</b>	<b><i>Aircraft maintenance:</i></b>			
<b>5.1</b> .	standard pre-flight services	+	+	-
<b>5.2</b> .	additional services required by the air carrier/aircraft operator	+	+	-
<b>5.3</b> .	supply and administration of spare parts and suitable equipment	+	+	-
<b>5.4</b> .	requesting or reserving a suitable parking space and/or hangar space	+	+	-
<b>6.</b>	<b><i>Flight Operations and Crew Administration:</i></b>			
<b>6.1</b> .	flight preparation at the airport of departure or any other point	+	+	+
<b>6.2</b> .	assistance when flying	+	+	+
<b>6.3</b> .	post-flight activities	+	+	+

<b>6.4</b> .	Crew administration	+	+	+
<b>7.</b> .	<b>Ground transportation:</b>			
<b>7.1</b> .	the organization and operation of the carriage of crew, passengers, baggage, freight and mail between different terminals at the same airport, with the exception of the carriage between the aircraft and every other point within the same airport	-	-	-
<b>7.2</b> .	provision of special transport requested by the air carrier/aircraft operator	+	+	+
<b>8.</b> .	<b>Catering services:</b>			
<b>8.1</b> .	liaising with suppliers and administrative management	+	+	-
<b>8.2</b> .	storage of food and drink and the equipment necessary for their preparation	+	+	-
<b>8.3</b> .	cleaning of food preparation equipment	+	+	-
<b>8.4</b> .	preparation and presentation of equipment, as well as bar and food supplies	+	+	-

## LIST OF GROUND HANDLING SERVICES No.2

No.	GROUND HANDLING SERVICE	VNO	KUN	PLQ
1.	<b>'Baggage services'</b> means the handling of baggage in the sorting area, the sorting, flight preparation, loading and unloading of baggage into and out of facilities for its carriage from the aircraft to the sorting area and vice versa, and the carriage of baggage from the sorting area to the pick-up area	+	+	+
2.	<b>Cargo and mail services</b> - the carriage of inbound, outbound or transit cargo or mail between a terminal and an aircraft	+	+	+
3.	<b>Ramp services:</b>			
3.1	escorting arriving and departing aircraft on the ground (provided that this service is not provided by air traffic services)	+	+	+
3.2	assistance with aircraft parking and the provision of necessary facilities (provided that these services are not provided by air traffic services)	+	+	+
3.3	communication between the aircraft and the service provider on the ground (provided that this service is not provided by an air traffic service provider)	+	+	-
3.4	the loading and unloading of the aircraft, including the provision and operation of the necessary facilities, as well as the carriage of crew and passengers between the aircraft and the terminal, and the carriage of baggage between the aircraft and the terminal	+	+	+
3.5	the provision and operation of the necessary means to start the aircraft engine	+	+	-
3.6	the towing of aircraft on arrival and departure, and the provision and operation of the necessary equipment	+	+	-
3.7	the carriage of foodstuffs and beverages on board or off board aircraft	+	+	+
4.	<b>Fuel and oil supply:</b>			
4.1	organizing and carrying out refuelling and dispensing operations, including the storage of fuel and the control of the quantity and quality of fuel arriving	+	+	+
4.2	filling of oil and other fluids	+	+	-

**APPLICATION FOR APPROVAL OF THE PROVIDER/SELF-HANDLER OF GROUND HANDLING SERVICES**

**[date]**

<b>Applicant data</b>	
Name of the legal entity (or name if the applicant is a natural person)	
Address of registered office	
Address for correspondence, if different from the address of the registered office	
Provider's/Self-handler's email address for billing invoices	
Legal entity code (personal identification number if the applicant is a natural person)	
VAT payer code	
Name of the bank and address of its registered office	
Settlement bank account	
Types of ground handling services provided (Indicate the numbers of the ground handling services set out in Annex 1 to the Conditions)	
Types of ground handling services provided (Indicate the numbers of the ground handling services set out in Annex 2 to the Conditions)	
Start date for provision of ground handling services	
Planned date of termination of ground handling services	
Number of staff planned for the operation	
Office/manufacturing space requirements for the operation	
List of vehicles and equipment to be used for the operation	
Volume of fuel planned to be delivered to air carriers over 12 months, broken down by fuel type (if such activities are planned)	
Person responsible (title, name, email address)	
<b>List of attached documents</b>	<b>Yes / No</b>
Audited (if audit is completed) financial statements for the preceding financial year: the applicant's balance sheet, including the profit and loss indicator, cash-flow data; and cash-flow data for the current financial year and projected financial data for the following one year (if the applicant was not providing ground handling services, a business plan)	
A diagram of the company's organizational structure with contacts of the responsible persons	
Corporate aviation security programme	

Ground Operations Manual (GOM)	
Passenger Handling Manual (if applicable)	
Cargo Handling Manual (if applicable)	
Premises lease agreements (if the premises are operated on such basis)	
Equipment ownership/registration documents and equipment certificates complying with aviation standards ( <i>IATA Airport Handling Manual</i> )	
Copy of the civil liability insurance certificate	
Confirmation that staff have employment contracts	
Training manual	
Log of training provided by the company	
Safety Management System (SMS)	
Emergency Response Plan (ERP)	

**By submitting this application, [name of the applicant] unconditionally undertakes to comply with the General Conditions for the Provision of Ground handling services at Airports Operated by the Branches of Lithuanian Airports and to pay all fees imposed by the Airport operator in connection with the provision of services and confirms that the ground handling services will be provided in accordance with the recommendations and standards set out in the IATA Ground handling Manual.**

[title of applicant] [signature]

[name]

## PROCEDURES FOR SETTING CENTRALIZED INFRASTRUCTURE FEES

### 1. Procedure for the determination of centralized infrastructure Fees at Vilnius Airport

- 1.1. The centralized infrastructure of Vilnius Airport consists of:
  - 1.1.1. Passenger baggage handling system;
  - 1.1.2. Passenger boarding bridges and their servicing;
  - 1.1.3. the Common use terminal package for passenger and baggage check-in, data storage and transfer (CUPPS), with associated hardware;
  - 1.1.4. Ground power units and related services;
  - 1.1.5. Aviation fuel infrastructure and aviation fuel services.
- 1.2. The amounts of the Vilnius Airport Centralised Infrastructure Fees (except for the aviation fuel infrastructure fee and the aviation fuel services fee, the procedure for the determination of which is regulated in Annex 5) shall be calculated in accordance with the following formula:

$$Fee = S+T+ \frac{WACC \times LTV}{K}$$

where:

S - costs of Vilnius Airport (VNO) planned for the calendar year for which the Fee is determined, per unit of the base rate of the chargeable CI (e.g. for the calculation of the rate per passenger for the use of the passenger baggage handling system, etc.), EUR. These planned costs include the maintenance of VNO staff related to the CI facility, utilities (excluding services paid for on a pay-as-you-go basis), insurance, depreciation of fixed assets of the relevant centralized infrastructure facility, administrative costs, capital costs and other related costs;

T - the difference between the costs actually incurred by VNO (including capital costs) per unit of the chargeable base rate of CI for the period covering the last six months of the previous calendar year and the first six months of the current year (i.e. the year in which the Fee is approved) (i.e. from July of the previous year to June of the current year inclusive) and VNO revenue collected from the Fee for the use of the relevant CI facility per unit of the chargeable CI base rate during the corresponding period (i.e. from July of the previous year to June of the current year inclusive). In cases where, in the period from July of the previous year to June of the current year (inclusive), the revenue collected from the Fee for the use of the CI facility does not cover the costs actually incurred for the CI facility concerned in the corresponding period, the resulting difference between costs and revenue shall be covered by an increase in the next year's CI Fee. Similarly, if, during the period from July of the previous year to June of the current year (inclusive), the revenue from the CI Fee exceeds the costs actually incurred for the CI facility concerned during the corresponding period, the difference between the revenue and the costs shall be deducted from the next year's CI Fee;

WACC - weighted average cost of capital;

LTV - residual value of fixed assets at the beginning of the forecast period, EUR;

K - the planned quantity (e.g. number of aircraft served; number of passenger boarding bridges used for boarding and disembarking passengers; number of departing passengers; pieces of baggage) in the calendar year for which the Fee is set.

- 1.3. The formula set out in Clause 1.2 shall be used to calculate tariffs for the use of all the above-mentioned VNO facilities (centralized infrastructure), with the exception of the exceptions expressly provided for in the Conditions.

- 1.4. Based on the formula set out in Clause 1.2 LTOU shall recalculate the amount of the Fee each year and inform the Providers/Self-handlers/Air carriers accordingly. The amounts of the Fee shall be approved by order of the Chief Executive Officer. Until the approved Fees come into force, the previously established Fee shall remain in force.

## **2. Procedure for the determination of centralized infrastructure Fees at Kaunas Airport**

- 2.1. The centralized infrastructure of Kaunas Airport consists of:
- 2.1.1. Passenger baggage handling system;
  - 2.1.2. Passenger and baggage check-in infrastructure;
  - 2.1.3. Ground power units and related services.
- 2.2. The amounts of the Centralised Infrastructure Fee at Kaunas Airport shall be calculated in accordance with the following formula:

$$Fee = S+T+ \frac{WACC \times LTV}{K}$$

where:

S - costs of Kaunas Airport (KUN) planned for the calendar year for which the Fee is determined, per unit of taxable CI base rate (e.g., per passenger in the calculation of tariffs, etc.), EUR. These planned costs consist of the maintenance of the KUN's staff related to the CI facility, utilities (except for services charged on a pay-as-you-go basis), insurance, maintenance and repair costs of fixed assets, capital costs and other related costs;

T - the difference between the costs actually incurred by KUN (including capital costs) per unit of the chargeable base rate of CI for the period covering the last six months of the previous calendar year and the first six months of the current year (i.e. the year in which the Fee is approved) (i.e. from July of the previous year to June of the current year inclusive) and KUN revenue collected from the Fee for the use of the relevant CI facility per unit of the chargeable CI base rate during the corresponding period (i.e. from July of the previous year to June of the current year inclusive). In cases where, in the period from July of the previous year to June of the current year (inclusive), the revenue collected from the Fee for the use of the CI facility does not cover the costs actually incurred for the CI facility concerned in the corresponding period, the resulting difference between costs and revenue shall be covered by an increase in the next year's CI Fee. Similarly, if, during the period from July of the previous year to June of the current year (inclusive), the revenue from the CI Fee exceeds the costs actually incurred for the CI facility concerned during the corresponding period, the difference between the revenue and the costs shall be deducted from the next year's CI Fee;

WACC - weighted average cost of capital;

LTV - residual value of fixed assets at the beginning of the forecast period, EUR;

K - the planned quantity (e.g. number of departing passengers) in the calendar year for which the Fee is set.

- 2.3. The formula set out in Clause 2.2 shall be used to calculate the tariffs for the use of all of the above-mentioned Airport facilities (centralized infrastructure), except for the exceptions expressly provided for in the Conditions.
- 2.4. Based on the formula set out in Clause 2.2, LTOU shall recalculate the amount of the Fee each year and inform the Providers/Self-handlers/Air carriers accordingly. The amounts of the Fee shall be approved by order of the Chief Executive Officer. Until the approved Fees come into force, the previously established Fee shall remain in force.

### 3. Procedure for the determination of centralized infrastructure Fees at Palanga Airport

- 3.1. Palanga Airport's centralized infrastructure includes:
  - 3.1.1. Passenger baggage handling system;
  - 3.1.2. Passenger and baggage check-in infrastructure;
  - 3.1.3. Aviation fuel infrastructure and aviation fuel services.
- 3.2. The amounts of Palanga Airport Centralised Infrastructure Fees (with the exception of the aviation fuel infrastructure fee and the aviation fuel services fee, the procedure for the determination of which is set out in Annex 5) shall be calculated in accordance with the formula below:

$$\text{Fee} = S+T+ \frac{WACC \times LTV}{K}$$

where:

S - Palanga Airport (PLQ) costs planned for the calendar year for which the Fee is determined, per unit of taxable CI base rate (e.g., per passenger in the calculation of fees, etc.), EUR. These planned costs consist of the maintenance of PLQ staff related to the CI facility, utilities (except for services charged on a pay-as-you-go basis), insurance, maintenance and repair costs of fixed assets, capital costs and other related costs;

T - the difference between the costs actually incurred by PLQ (including capital costs) per unit of the chargeable base rate of CI for the period covering the last six months of the previous calendar year and the first six months of the current year (i.e. the year in which the Fee is approved) (i.e. from July of the previous year to June of the current year inclusive) and PLQ revenue collected from the Fee for the use of the relevant CI facility per unit of the chargeable CI base rate during the corresponding period (i.e. from July of the previous year to June of the current year inclusive). In cases where, in the period from July of the previous year to June of the current year (inclusive), the revenue collected from the Fee for the use of the CI facility does not cover the costs actually incurred for the CI facility concerned in the corresponding period, the resulting difference between costs and revenue shall be covered by an increase in the next year's CI Fee. Similarly, if, during the period from July of the previous year to June of the current year (inclusive), the revenue from the CI Fee exceeds the costs actually incurred for the CI facility concerned during the corresponding period, the difference between the revenue and the costs shall be deducted from the next year's CI Fee;

WACC - weighted average cost of capital;

LTV - residual value of fixed assets at the beginning of the forecast period, EUR;

K - the planned quantity (e.g. number of departing passengers) in the calendar year for which the Fee is set.

- 3.3. The formula set out in Clause 3.2 shall be used to calculate tariffs for the use of all of the above Airport facilities (centralized infrastructure), except for the exceptions expressly provided for in the Conditions.
- 3.4. LTOU shall recalculate the amount of the Fee each year based on the formula set out in Clause 3.2 and shall inform the Providers/Air carriers accordingly. The amounts of the Fee shall be approved by order of the Chief Executive Officer. Until the approved Fees come into force, the previously established Fee shall remain in force.



## **ADDITIONAL PROVISIONS ON AVIATION FUEL INFRASTRUCTURE (ADI) AT VILNIUS AIRPORT AND PALANGA AIRPORT**

The terms and conditions set out in this Annex to the Conditions shall additionally apply to Providers/Self-handlers using ADI.

Given that the lease of the ADI is transferred to the ground handling service Provider operating at the Airport (the "Operator") on the basis of a lease agreement for the lease of the State Tangible Assets (the "**ADI Lease Agreement**"), all provisions of the Annex to these Conditions shall be understood and interpreted as conferring such rights and obligations on the Operator (insofar as it relates to the use of the ADI of VNO/PLQ).

For the purposes of implementing the terms of this Annex, the Operator shall also have the rights and obligations set out in Clauses 9.9, 9.12 to 9.15, 10.1 (other than the right to unilaterally determine the amount of the Fee), 10.4.1, 15.1 to 15.5 of the Conditions.

Providers/Self-handlers wishing to use the VNO/PLQ ADIs shall conclude agreements with the Operator on the terms and conditions of use of the ADIs.

### **1. SPECIFIC TERMS**

Capitalized terms used in this Annex to the Terms and Conditions shall have the following meanings, unless expressly provided otherwise:

**ADI / ADCI**

Aviation Fuel Infrastructure: the part of an airport's infrastructure for the receipt, storage, accounting and tax reporting of jet fuel held, quality control of jet fuel and dispensing of jet fuel to refuelling trucks, including:

*aviation fuel storage equipment*, including, but not limited to, jet fuel tank receiving facilities, receiving filtration equipment, aviation fuel storage tanks, dispensing filtration equipment, pumping station and piping, metering and other related equipment; and

*Aviation fuel services*, consisting of servicing of aviation fuel storage facilities and jet fuel receiving, storage, accounting and tax declaration, quality control and dispensing services.

**Reserve quantity**

the minimum quantity of jet fuel, as determined by the Operator, which the Provider/Self-handler shall be obliged to make available for storage and maintain in the Aviation Fuel Storage Facility throughout the term of the Contract.

**Maximum quantity**

the maximum quantity of jet fuel that the Provider/Self-handler is entitled to place in the aviation fuel storage tanks, which shall include jet fuel previously placed by the Provider/Self-handler and stored in the aviation fuel storage tanks.

### **2. RIGHTS AND OBLIGATIONS OF THE OPERATOR**

2.1. Operator:

2.1.1. Provide the Provider/Self-handler with Aviation Fuel Storage Facilities for the receipt, storage and dispensing of a predetermined quantity of Jet Fuel, provided that the Provider/Self-handler complies with the requirements set out in these Conditions and that

the Jet Fuel transferred by the Provider complies with the technical characteristics set out in these Conditions.

2.1.2. provide the following Aviation Fuel Services to the Provider/Self-handler on the terms and conditions set out in the Conditions:

2.1.2.1. Receiving jet fuel from railway tankers (pumping into storage tanks);

2.1.2.2. control of jet fuel acceptance;

2.1.2.3. storage, accounting and tax reporting of jet fuel;

2.1.2.4. control of jet fuel storage;

2.1.2.5. dispensing jet fuel to the Provider's/Self-handler's refuelling trucks.

2.1.3. Ensure that jet fuel is stored in good quality and notify the Provider/Self-handler in writing in the event of deterioration in the quality of the jet fuel.

2.1.4. Allow the Provider's/Self-handler's staff to check the jet fuel balances on the first working day of each month in the presence of the Operator's staff.

2.1.5. Jet fuel shall be dispensed to refuelling trucks only on the basis of waybills in the form prescribed by the Operator, upon presentation of the supplier's (manufacturer's) fuel quality certificates and the Airport's quality control inspection certificates;

2.1.6. Ensures that the quality of jet fuel dispensed to refuelling vehicles meets the quality parameters set out in ASTM D 1655.

- 2.2. The Operator shall bear the risk of loss, damage, contamination, deterioration and accidental reduction in the quantity of Jet Fuel only during the period from the time the Jet Fuel is accepted for storage at the Aviation Fuel Storage Facility (i.e. the storage of jet fuel shall be limited to the time when the jet fuel passes through the ADI connector until the time when the jet fuel is released from the Aviation Fuel Storage Facility (i.e. when the jet fuel passes through the hose connection on the refuelling vehicle receiving the fuel).
- 2.3. The Operator shall have the right, at its sole discretion, to grant access to ADI to other persons, which may result in the jet fuel received from the Provider/Self-handler for storage being mixed with jet fuel of the same type and quality delivered for storage by other persons, and to release the stored jet fuel to others. The Operator shall maintain and issue to the Provider/Self-handler a quantity of fuel not less than and not of a quality less than that delivered by the Provider/Self-handler, with the exception of the Reserve Quantity.

### **3. RIGHTS AND OBLIGATIONS OF THE PROVIDER/SELF-HANDLER**

- 3.1. The Provider shall, in addition to its other obligations under the Terms,:
- 3.1.1. to provide the Operator with an agreed quantity of jet fuel meeting the requirements set out in these Conditions for storage at pre-agreed times;
- 3.1.2. to provide the Operator with and maintain the specified Reserve Quantity of Jet Fuel throughout the period of use of the ADI;
- 3.1.3. pay the excise duty on jet fuel in accordance with the procedure established by the laws of the Republic of Lithuania;
- 3.1.4. ensure, at its own risk, expense and responsibility, the control of the quantity and quality of the receipt of jet fuel and the airport quality control of jet fuel.
- 3.2. The jet fuel provided by the Provider/Self-handler for storage must comply with ASTM D 1655. The Operator shall have the right to refuse to accept the jet fuel by notifying the Provider/Self-handler in writing if it does not meet the expected specifications and standards or if the documentation required for acceptance is not properly documented.
- 3.3. The Maximum Quantity for the Provider/Self-handler shall be specified in a separate agreement between the Provider/Self-handler and the Operator. At the Operator's sole discretion, the Maximum Quantity may be unilaterally reduced by notifying the Provider/Self-handler in writing at least 15 calendar days in advance if there is a change in the total number of Providers/Self-handlers using the ADIs and/or for other valid reasons. For the same reasons, the Maximum Quantity may be increased at the request of the Provider/Self-handler.
- 3.4. The Provider/Self-handler shall ensure that during the entire period of intended use of the ADI, the Spare Quantity made available for storage by the Provider/Self-handler shall not be less than that specified in the agreement between the Operator and the Provider/Self-handler. At the Operator's sole discretion, the Backup Quantity may be unilaterally reduced or increased by notifying the Provider/Self-handler in writing at least 15 calendar days in

advance if there is a change in the total number of Providers/Self-handlers using the ADIs and/or for other valid reasons.

- 3.5. If the quantity of jet fuel provided by the Provider/Self-handler to the refuelling vehicle in response to the Provider's/Self-handler's instruction to dispense jet fuel to the refuelling vehicle falls below the Reserve Quantity, the Operator shall be entitled to withhold from the Provider/Self-handler that part of the jet fuel necessary to maintain the Reserve Quantity.
- 3.6. If the quantity of Jet Fuel provided by the Provider/Self-handler and stored by ADI falls below the Reserve Quantity for any reason or the Operator imposes a higher mandatory Reserve Quantity on the Provider/Self-handler, the Provider/Self-handler shall immediately purchase and deliver to the Operator for storage the shortfall in the Reserve Quantity. If the shortage of jet fuel is due to causes for which the Provider/Self-handler is responsible, the Provider/Self-handler shall indemnify the LTOU for any loss suffered. If the shortage of Jet Fuel is due to causes for which the Operator is responsible, the Operator shall reimburse the Provider/Self-handler for the reasonable cost of acquiring the shortage of Jet Fuel.
- 3.7. The Provider/Self-handler shall ensure that its General Liability Insurance, as provided for in the General Part of the Conditions, covers aviation fuel quality and refuelling risks.
- 3.8. The Provider/Self-handler shall pay the fee for the use of the ADI on time.

#### **4. PROCEDURES FOR THE RECEIPT AND ISSUING OF FUEL**

- 4.1. The Provider/Self-handler shall carry out the following actions in relation to the provision of jet fuel:
  - 4.1.1. at least 5 calendar days prior to the beginning of each calendar month, provide the Operator with information in writing on the quantities of fuel to be delivered and the dates of delivery, and the quantities of fuel to be picked up and the dates of pick-up for the following calendar month;
  - 4.1.2. to inform the Operator 5 calendar days prior to the date of delivery of the jet fuel of the quantity, technical characteristics and time of delivery of such fuel;
  - 4.1.3. to deliver the Jet Fuel to the Aviation Fuel Storage Facility at the agreed time, together with the documents required for its receipt and the shipping documents duly executed;
  - 4.1.4. check the visual appearance of the jet fuel delivered by the supplier in the railway tanks and that it is free from contamination by mechanical impurities, water, ice crystals or frost;
  - 4.1.5. check the filling height of jet fuel tanks;
  - 4.1.6. determine the density of the resulting jet fuel;
  - 4.1.7. determine the actual quantity in Liters and the actual quantity in Liters at +15°C and the actual quantity in kilograms from the calibration tables of the railway tanks, based on the temperature of the fuel at the time of reception.
- 4.2. Upon notification by the Provider/Self-handler of the delivery of Jet Fuel as provided for in Clause 4.1.2 of this Section, the quantity of Fuel and other terms of delivery specified by the Provider/Self-handler shall be deemed to have been agreed unless the Operator confirms it in writing or fails to notify the Provider/Self-handler within 5 calendar days. If the Operator does not confirm the quantity of jet fuel or other terms of delivery, jet fuel may be delivered only on terms and conditions separately agreed between the Operator and the Provider.
- 4.3. A representative of the Operator shall be present during the performance by the Provider/Self-handler of the actions provided for in Clauses 4.1.4 to 4.1.7 of this Chapter. If, following the actions provided for in this Clause, it is established that the jet fuel accepted for storage complies with ASTM D 1655 and that the other requirements set out in the Conditions have been met, the Operator undertakes to accept for storage the quantity of jet fuel actually determined. If the Provider/Self-handler fails to comply with any of the requirements set out in Clauses 4.1.1 to 4.1.7 of this Chapter or fails to comply with them properly before delivery of the jet fuel, or if the jet fuel does not meet the specified quality standard, the Operator shall have the right not to accept the jet fuel. The Operator shall also have the right to refuse to accept jet fuel on any other grounds provided for in these Conditions or in separate agreements.

- 4.4. Railway tankers shall be allowed to enter the territory of the Airport ADI only after the Provider/Self-handler has submitted to the Operator's responsible personnel the necessary and duly executed consignment transport and other required documents for the acceptance of jet fuel.
- 4.5. When transferring the jet fuel for storage, the Provider/Self-handler shall provide the Operator's staff with a fuel acceptance certificate signed by the Operator's and Provider's/Self-handler's representatives, a certificate of quality of the jet fuel issued by the manufacturer of the jet fuel, and an administrative cover letter.
- 4.6. When fuel is discharged from the tanks, the owner of the fuel shall immediately seal the tanks with its own seals and notify the control room of the Kirtimai railway station and apply to the Operator for a permit to remove the tanks.
- 4.7. Upon prior written notice to the Operator, the Provider/Self-handler shall temporarily reduce the amount of jet fuel stored during the period specified by the Operator to the extent necessary for the periodic inspection or cleaning of the aviation fuel storage tanks or for other reasonable purposes.
- 4.8. Jet fuel shall be dispensed to refuelling vehicles only after the Provider/Self-handler has submitted to the Operator all the necessary documents and only for the quantity for which the Operator has been provided with a delivery note or other document confirming fuel consumption (e.g., utilization certificate) and in accordance with the documents approved by the IATA Joint Inspection Group, including the Guidelines for Aviation Fuel Quality Control and Operating Procedures for Joint Airport Depots (JIG 2), and other applicable laws and regulations and the LTOU's internal documents.
- 4.9. Prior to the first refuelling of each day, the Provider/Self-handler shall, in the presence of a responsible employee of the Operator, take a sample of the fuel in the supply line after the filter and check it for water, mechanical impurities, ice crystals or frost. After inspection, the sample shall be placed in an ADI sediment collection drainage storage tank for aviation fuel.
- 4.10. If the Provider/Self-handler discovers an error in the aircraft fuel loading consignment note, the error shall be corrected in all copies of the consignment note and signed by the person who corrected the error, and the Operator's responsible employee shall be notified immediately orally.
- 4.11. The hours of operation of the ADI (days and times of the week), i.e. the times during which jet fuel may be received and dispensed, shall be determined by the Operator at its sole discretion and shall be notified to the Provider/Self-handler.

## **5. RESTRICTIONS ON THE USE OF ADI**

- 5.1. In addition to the other cases provided for in the Conditions, the Operator shall have the right to unilaterally restrict or prohibit the Provider's/Self-handler's use of the ADI, upon 15 calendar days' written notice to the Provider/Self-handler, in the event that the Provider/Self-handler fails to maintain the Reserve Quantity and/or systematically delivers (more than twice within 12 months) jet fuel that does not comply with the contractual requirements of the Agreement between the Operator and the Provider/Self-handler, or with the present Conditions or fails to comply with the previously agreed delivery times and/or quantities.

## **6. CONDITIONS FOR SETTING AND APPROVING THE FEE**

- 6.1. Vilnius Airport / Palanga Airport Aviation Fuel Centralised Infrastructure (ADCI) is an infrastructure located in the territory of Vilnius Airport / Palanga Airport and managed by VĮ Lithuanian Airports under the right of trust for the purpose of receiving, storing and dispensing aviation fuels. The ADCI may be leased by decision of the LTOU to the Operator, which undertakes to carry out the reception, storage and dispensing of aviation fuel and related administrative activities (hereinafter referred to as the "Activity") and shall be entitled to collect the ADCI fee for the services rendered (hereinafter referred to as the "Fee"), the procedure for the calculation and approval of which shall be as described below.
- 6.2. The calculation of the ADCI Fee shall include only the Operator's costs directly related to the services and Activities provided by ADCI.
- 6.3. The ADCI Fee shall be calculated according to the following formula:

$$Fee = \frac{S + T}{K}$$

where:

S - all expenses of the Operator directly related to the ADCI and the Activity, planned for the calendar year for which the Fee is determined.

Groupings and detail of attributable costs:

No	Costs	Description/details of expenditure	Procedures for calculating and reporting expenditure
1.	Depreciation of tangible fixed assets (movable and immovable)	Depreciation over the life of the ADCI of new tangible assets created.	Calculated by the LTOU, taking into account the value of the newly created assets and the Operator's remaining term of Operation
2.	Property insurance	Costs of insurance for ADCI movable and immovable assets leased to the Operator under the State Tangible Assets Lease Agreement.	The Operator receives the data from the insurance company and provides it to the LTOU
3.	Civil liability insurance	The cost of the Operator's Public Liability Insurance.	The Operator receives the data from the insurance company and provides it to the LTOU
4.	Services procured by the Operator to support the operation of ADCI	The cost of services procured by the Operator to support the operation of the ADCI, including, but not limited to, site security, laboratory testing, site maintenance services.	The Operator shall receive the data from the relevant service Providers and provide it to the LTOU
5.	ADCI repair and maintenance costs	Materials and supplies, transport, maintenance and repair of equipment, maintenance of premises.	The data shall be received by the Operator and made available to the LTOU
6.	ADCI property lease (fixed share)	A fixed proportion of the rent for movable and immovable property in ADCI.	Provided for in the ADCI lease agreement between the LTOU and the Operator
7.	ADCI property lease (variable part)	The variable part of the rental charge for movable and immovable property in ADCI, calculated per tonne of fuel dispensed from ADCI.	Provided for in the ADCI lease agreement between the LTOU and the Operator
8.	Land rent	Rent for land allocated to ADCI.	Provided for in the Land Lease Agreement between LTOU and the Operator
9.	Hire of transport and equipment	Rental costs for transport and equipment used for ADCI activities	The data shall be received by the Operator and made available to the LTOU
10.	Administrative costs	Expenditure on the purchase of office supplies, communication, IT, training, mission and related	The data shall be received by the Operator

		expenditure, up to a maximum of 5% of the total planned expenditure (S), excluding depreciation costs referred to in row 1 of this table („1. Depreciation of tangible fixed assets (movable and immovable)").	and provided to the LTOU
11.	Costs related to utilities	Water, electricity, heating, cleaning of buildings, equipment and fuel depot grounds, household waste management.	The Operator shall receive the data from the relevant service Providers and provide it to the LTOU
12.	Payroll (DU) expenditure	The cost of the DU of staff directly involved in receiving, storing and dispensing fuel from fixed tanks.	The data shall be received by the Operator and made available to the LTOU
13.	Management fee	Operator management fee.	The management fee shall be calculated in the same manner as for „7. ADCI's lease (variable portion)" and may not be higher, i.e. less than or equal to the variable portion of the lease provided for in ADCI's lease agreement.

T - the difference between the Operator's actual and forecast expenses incurred during the period from the commencement of the ADCI lease to the end of the current year (in the last year of the lease period) and the Operator's actual and forecast revenues actually collected and forecast during the period during the lease period;

K - the planned quantity of fuel to be dispensed in tonnes in the calendar year for which the Fee is imposed.

- 6.4. The Operator's Expenses **shall not include**, but not be limited to: the cost of staff for the delivery of fuel to aircraft, other costs related to the delivery of fuel to aircraft, the cost of renting and/or depreciation of fuel delivery or other costs of transport not related to the operation of ADCI's activities, or other similar costs not directly related to the operation of the fuel storage infrastructure. In the event that the Operator submits data on costs of this or similar nature, or other costs not provided for in this Annex, the LTOU shall have the right not to approve the Fee. The LTOU shall also have the right not to approve the Fee if the Operator is unable to justify the costs or if there are doubts as to the reliability of the data provided.
- 6.5. In accordance with the above, the Operator shall recalculate the Fee, submit it to the LTOU for review and approval, and inform the Providers/Self-handlers thereof, no later than 30 June each year. The amount of the Fee shall be approved by order of the Chief Executive Officer of the LTOU and shall come into force on 1 January of the following calendar year. Until the new Fee becomes effective, the previously approved Fee shall remain in force.

## 7. TAXES AND BILLING

- 7.1. The ADI Fee shall be calculated per metric tonne of jet fuel dispensed to the Provider/Self-handler from the Aviation Fuel Storage Facility.
- 7.2. If the Provider/Self-handler is more than 15 calendar days in arrears in the payment of all or part of the ADI Fee, the Operator shall have the right to withhold the jet fuel supplied by the Provider/Self-handler by giving written notice to the Provider/Self-handler.

## ADDITIONAL PROVISIONS ON THE VILNIUS AIRPORT CUPPS SYSTEM

The terms and conditions set out in this Annex to the Terms and Conditions shall additionally apply to Providers/Self-handlers using the CUPPS system.

### 1. CONCEPTS

Capitalized terms used in this Annex to the Terms and Conditions shall have the following meanings unless expressly provided otherwise.

<b>Remedial maintenance</b>	Troubleshooting or correcting appropriately identified Issues/Bugs and, as appropriate, developing and implementing a suitable working environment to support the availability of the CUPPS system.
<b>Automatic passenger counting system</b>	A system used by the airport to automatically record the number of departing passengers.
<b>CUPPS workplace</b>	The check-in desks, stands and personal computers in the passenger terminal and boarding areas (boarding gates), together with the associated peripherals and <i>firmware</i> on the peripherals, forming part of the CUPPS system.
<b>CUPPS programme</b>	Software owned by the System Provider and/or its licensor and used by the Airport under license to provide the CUPPS System, which may be regularly modified and/or updated at the discretion of the Airport and/or by agreement with the System Provider.
<b>CUPPS system</b>	Common Use <i>Passenger Processing System (CPS)</i> - a package of terminal equipment (software, hardware and related technical tools) for the check-in, storage and transfer of passengers and baggage
<b>Working hours</b>	Hours are from 7.00 am to 7.00 pm every day. Opening hours are subject to review and change at the discretion of the LTOU to reflect seasonal changes. The Airport shall notify Providers/Self-handlers in advance of changes to the Hours of Operation in writing or by public notice on the Airport's website or otherwise.
<b>Non-working hours</b>	Time not included in Working Time.
<b>Service recovery time</b>	The maximum time to eliminate the Disruption. This time is measured as the time from the time the Airport Responsible Person receives notification of the Incident until the CUPPS System is restored to operation.
<b>Preventive maintenance</b>	Any reasonable action necessary to remedy a Fault, including debugging and management actions, cleaning, adjusting and calibrating System equipment (e.g. CUPPS workstations and peripherals) to ensure the reliability and availability of the CUPPS System.

<b>System supplier</b>	JSC RESA Airport Data Systems - a legal entity operating on the basis of a contract with LTOU, which has developed, installed, maintained and supports the CUPPS application and performs modifications to the CUPPS application.
<b>Incident</b>	A system condition that functionally or technically disrupts the availability of the CUPPS system.
<b>Applicable software</b>	A computer application used by the Provider/Self-handler under contract with a TSP or an Air carrier that connects to the CUPPS system and enables passenger check-in at departure control systems, as well as applications for the Air carrier's core systems (e.g. Air carrier Emulators).
<b>Technical requirements</b>	The Provider/Self-handler shall be provided with the technical requirements of the CUPPS System, as established by the System Provider and to which the Provider/Self-handler must adhere when using the CUPPS System, as subsequently amended and supplemented.
<b>TPPT</b>	Application Licensor as well as service provider, i.e. any person who provides Providers/Self-handlers/Air carriers with the implementation and maintenance of Application Services at the Airport.
<b>User instructions</b>	The Provider/Self-handler shall be provided with the CUPPS Operating Procedures and Instructions to be followed by the Provider/Self-handler when using the CUPPS system, as subsequently amended and supplemented.

## **2. SCOPE OF USE OF THE CUPPS SYSTEM**

- 2.1. The CUPPS System shall be shared by all CUPPS Providers/Self-handlers: each Provider/Self-handler shall be granted access to the CUPPS System on the basis of a request by the Provider/Self-handler and the scope of use of the CUPPS System agreed with the Airport.
- 2.2. In exceptional circumstances, the Provider/Self-handler and the Airport may enter into a separate written agreement to provide the Provider/Self-handler with a designated CUPPS Workstation on terms and conditions to be agreed between the Provider/Self-handler and the Airport. The provision of a Designated Workstation is an additional service which is not included in the Fee and is payable separately.
- 2.3. The Provider/Self-handler shall provide the Airport with a schedule of the next day's flights operated by the Provider/Self-handler in accordance with the Airport Rules. Upon receipt by the Airport of the next day's flight schedule, the number and location of the CUPPS Workstations to be made available to the Provider/Self-handler shall be agreed. The use of the CUPPS system with the Provider/Self-handler shall not create a legal obligation for the Airport to guarantee the provision of the agreed CUPPS slots to the Provider/Self-handler if, for objective reasons, the Airport's technical or organizational capability to provide the agreed CUPPS slots, including the number of CUPPS slots, subsequently changes.
- 2.4. For important organizational and technical reasons, the Airport shall have the right to adjust the time of use of the CUPPS Workplaces, the number and location of the CUPPS Workplaces made available to the Provider/Self-handler at any time by immediately informing the Provider/Self-handler in writing and/or orally.
- 2.5. A Provider/Self-handler may use one CUPPS workstation to handle multiple flights at the same time.



- 2.6. When a CUPPS Workstation is no longer in use, the Provider/Self-handler must completely vacate the Workstation so that it can be properly used by another Provider/Self-handler.
- 2.7. The Airport shall only provide the Provider/Self-handler with the following consumables to be used in CUPPS workstations: ink ribbons and printer heads. Other consumables and supplies shall be provided by the Provider/Self-handler at its own cost and risk.

### **3. APPLICATIONS AND TPPT**

- 3.1. These Conditions do not apply to the Applicable software and related services provided by TPPT to the relevant Providers/Self-handlers and/or Air carriers. Such Applicable software, their licenses, services related to the Applicable software, including, but not limited to, their installation, upgrades, maintenance, servicing, and related costs are subject to separate agreements between TPPT and the Providers/Self-handlers and/or Air carriers, as applicable. The Provider/Self-handler shall ensure that it has all valid licenses and other rights to use the Applications and shall ensure that the use of the Applications does not infringe any third-party rights or legitimate interests.
- 3.2. The Provider/Self-handler shall seek and obtain the prior written consent of the System Provider and the Airport for the approval of the Applicable software to be installed and the use of any other software or hardware if such use is necessary and unavoidable. The Airport and the System Provider shall have the right to request the Provider/Self-handler to provide all relevant information reasonably required to evaluate the specifications of the Application Program and the feasibility of connecting to the CUPPS System. The Provider/Self-handler shall carry out the actions set out in this Clause at its own cost and expense.
- 3.3. Providers/Self-handlers shall not use any Applicable software or other software or hardware that has not been previously authorized by the Airport and the System Provider, or that is inconsistent with and/or may have any adverse effect on the CUPPS System or any other related part thereof. In the event of a breach of these provisions by the Provider/Self-handler, the Provider/Self-handler shall immediately and fully indemnify the Airport against any and all damages suffered by the LTOU or any third party.
- 3.4. LTOU shall not be liable for disruptions to the CUPPS system caused by the services provided by TPPTs to Providers/Self-handlers, Applicable software and other circumstances beyond LTOU's control, and Providers/Self-handlers shall be liable to LTOU for any damages to LTOU caused by the acts or omissions of the TPPTs using the Applicable software of the TPPTs they are using, including the Applicable software being used.
- 3.5. LTOU makes no warranty of any kind with respect to the software used or provided by TPPT or any other persons connected to the CUPPS system.

### **4. TRAINING AND INFORMATION**

- 4.1. The Provider/Self-handler shall comply with the User's instructions and the Technical Requirements and shall be liable for all losses and damages resulting from the use of the CUPPS System in breach of these requirements. The User Instructions and Technical Requirements may be revised and amended by the System Provider or the Airport at any time at its discretion. Providers/Self-handlers shall be notified of changes and revisions by the System Provider or the Airport, as applicable.
- 4.2. Prior to the Provider's/Self-handler's commencement of use of the CUPPS System, the Airport shall provide on-site assistance, training sessions and documentation to the Provider/Self-handler in order to enable proper familiarisation of the Provider's/Self-handler's personnel with the CUPPS System. After the initial staff training, subsequent training sessions shall be organized for the Provider's/Self-handler's staff and reference documents shall be provided at the initiative of the Airport or the Provider/Self-handler. The cost of the initial staff training and subsequent training courses provided at the initiative of the Airport shall be included in the Fee; subsequent training courses provided at the request of the Provider/Self-handler shall be provided and paid for on terms and conditions to be agreed between the Airport and the Provider/Self-handler.
- 4.3. The Airport shall provide the Provider/Self-handler with such additional information as is reasonably necessary for the proper use of the CUPPS System, as well as communicating with the System Provider on matters relating to the CUPPS System and forwarding to the System Provider the Provider's/Self-handler's comments on the CUPPS System

Malfunction.

## **5. INTELLECTUAL PROPERTY RIGHTS**

- 5.1. All patents, copyrights and other intellectual property rights relating to the CUPPS System, including but not limited to the CUPPS software, technology, know-how and other exclusive rights, are, shall be and shall remain licensed to and owned by the System Provider or the LTOU and/or their respective licensors, if any.
- 5.2. The Provider/Self-handler shall not be entitled to any ownership, other exclusive rights or any part thereof in any patents, copyrights and any other rights, whether economic or non-economic, relating to the CUPPS System.
- 5.3. To the extent necessary for the Provider/Self-handler to use the CUPPS System, the LTOU shall grant to the Provider/Self-handler, and the Provider/Self-handler shall accept, for the term of the use of the CUPPS System, a non-exclusive, limited license to use the CUPPS Application on the CUPPS Workstations. This non-exclusive license shall be limited to those acts directly necessary for the use of the CUPPS System in the CUPPS Workplaces and shall not entitle the Provider/Self-handlers to, inter alia:
  - 5.3.1. distribute, sell, lend, give, rent, lease, license, sublicense, dispose of or otherwise transfer or make available to third parties the CUPPS Software or any part thereof, or any rights to all or part of the CUPPS Software;
  - 5.3.2. copy or otherwise reproduce the CUPPS Software or any part thereof, including copying the CUPPS Software to any computer other than the one on which it was originally installed or on which it was made available by the LTOU, unless the LTOU authorizes such acts with its prior written consent;
  - 5.3.3. use the CUPPS Software to develop a computer program or module that is designed to perform the same or substantially the same function as the CUPPS Software or a part thereof;
  - 5.3.4. to provide any commercial services to persons other than Air carriers using or making use of the CUPPS Application or any part thereof, except with the prior written consent of LTOU;
  - 5.3.5. modify, adapt, translate, analyse (for the purpose of disclosing technology secrets), decompile, extract, or create derivative works based on the CUPPS Program, except with the prior written consent of the LTOU.
- 5.4. The Provider/Self-handler shall take all reasonable measures necessary to protect the CUPPS Software against unauthorized access or copying.
- 5.5. The Provider/Self-handler shall not use or combine the CUPPS software with any software other than that installed/provided or pre-approved in writing by the LTOU and the System Provider.
- 5.6. In the event that the System Provider or LTOU, in coordination with the System Provider, makes modifications to the CUPPS System that are necessary to ensure the operation of the CUPPS System, to increase its efficiency or for other valid reasons, the Airport shall inform the Provider/Self-handler in advance of the planned modifications to the CUPPS System if such modifications may affect the Provider's/Self-handler's ability to use the CUPPS System or the Service Level Standard. Modifications to the CUPPS System may be carried out at the initiative of LTOU or the System Provider without prior notice to the Provider/Self-handler if such modifications are urgently required to restore the availability of the CUPPS System to the Provider/Self-handler and/or other Users or for other urgent reasons.

## **6. DATA PROTECTION AND PRIVACY**

- 6.1. If the Provider/Self-handler processes or processes any personal data in the course of the use of the CUPPS System, the Provider/Self-handler shall comply with all legal requirements relating to the protection of such personal data and shall be directly and personally responsible for the processing of such personal data in accordance with all such applicable data protection and privacy legislation.
- 6.2. The Airport shall not be involved in the processing of personal data by the Provider/Self-handler and shall not assume any responsibility for the Provider's/Self-handler's processing of personal data. In the event that any claim, action or other demand is made against the Airport in respect of the Provider's/Self-handler's processing of personal data, the

Provider/Self-handler undertakes to immediately intervene and assume liability in respect of such claims; and to reimburse LTOU for any costs it incurs as a result of any sanctions imposed upon it.

## **7. CUPPS MAINTENANCE**

- 7.1. The Airport undertakes to make the CUPPS system available to Providers/Self-handlers for the duration of the CI Use Agreement, i.e. to be in general availability for the use of the CUPPS system for the check-in of departing passengers.
- 7.2. The Provider/Self-handler shall notify the Airport immediately of any malfunction of the CUPPS System so that the Airport can make reasonable efforts to resolve the malfunction of the CUPPS System.
- 7.3. For all incidents notified by the Provider/Self-handler to the Airport, the CUPPS System Recovery Time during Working Hours shall be targeted at:
  - 7.3.1. 95% of faults are resolved within 120 minutes;
  - 7.3.2. 100% of the faults shall be rectified within 48 hours.
- 7.4. For all Incidents notified by the Provider/Self-handler to the Airport, the CUPPS system recovery time shall be targeted during Non-working hours:
  - 7.4.1. 95% of the Incidents shall be rectified within the time specified below, whichever is the earlier, within 180 minutes or 120 minutes of the commencement of the Hours;
  - 7.4.2. 100% of the Incidents shall be corrected within 48 hours.
- 7.5. The specified recovery time is indicative. If the Incident cannot be rectified within the specified time due to objective reasons not directly attributable to the Airport, the Airport shall not be liable for such delay.
- 7.6. Where a Fault is to be rectified both at the Boarding Gate and at the check-in desks, the Fault at the Boarding Gate shall be rectified first. In this case, the time limits set for the restoration of the Incident shall not apply.
- 7.7. In order to avoid potential Disruptions, the Airport and/or the System Provider shall carry out Preventive Maintenance on the CUPPS System in accordance with the following requirements as far as reasonably practicable:
  - 7.7.1. when the CUPPS System is not in use and in such a manner as to minimize the risk of interruption of access to the CUPPS System or disruption to the Providers'/Self-handlers' operations;
  - 7.7.2. in accordance with the manufacturer's requirements, instructions and professional standards;
  - 7.7.3. preventive maintenance is carried out on all equipment to be calibrated (e.g. printers, boarding gate readers) in order to achieve a minimum quality of printing and reading.
- 7.8. The Airport shall inform the Provider/Self-handler orally or by e-mail one working day in advance of planned Preventive Maintenance that may disrupt normal access to the CUPPS System or any part thereof. Preventive Maintenance shall be performed when the CUPPS System is not in use.
- 7.9. During the course of the Remedial Maintenance, all malfunctions and/or errors during Working Hours shall be rectified as soon as possible after the first notification. The following requirements shall apply to the performance of the Remedial Maintenance:
  - 7.9.1. upon timely receipt by the Airport Responsible Person of the Provider's/Self-handler's notice of a Fault or a request for Remedial Maintenance;
  - 7.9.2. In all cases, corrective maintenance shall take precedence over requests for installation of changes.

## **8. FEES**

- 8.1. The fee for the use of the CUPPS system shall be calculated and paid for each departing passenger served by the CUPPS system.
- 8.2. The Provider/Self-handler must provide the Airport with written information on the number of departing passengers registered for the flight by means of the CUPPS system no later than 24 hours after the close of passenger registration for the flight concerned, identifying also the number of departing passengers registered for the flight(s) of the Air carrier concerned.
- 8.3. If the Provider/Self-handler has indicated to the Airport a lower number of passengers than

the Automatic Passenger Counting System (where available), the Airport shall inform the Provider/Self-handler in writing and shall be entitled to calculate the Fee and issue a VAT invoice to the Provider/Self-handler/Air Carrier in accordance with the number of passengers indicated by the Automatic Passenger Counting System.

- 8.4. In the event of any doubt as to the number of passengers indicated by the Provider/Self-handler, the Provider/Self-handler shall, at the request of the Airport, provide additional documentation confirming the number of passengers checked in for the flight.

## **ADDITIONAL PROVISIONS ON THE PASSENGER AND BAGGAGE CHECK-IN SYSTEM AT KAUNAS AIRPORT AND PALANGA AIRPORT**

The terms and conditions set out in this Annex to the Conditions shall apply in addition to those applicable to Providers/Self-handlers using the Passenger and Baggage Check-in System.

### **1. CONCEPTS**

Capitalized terms used in this Annex to the Terms and Conditions shall have the following meanings unless expressly provided otherwise.

<b>Remedial maintenance</b>	Troubleshooting or correcting appropriately identified Issues/Bugs and, as appropriate to the situation, developing and implementing a suitable operating environment to support the availability of the Passenger and Baggage Check-in System.
<b>Automatic passenger counting system</b>	A system used by the airport to automatically record the number of departing passengers.
<b>Working hours</b>	Hours are from 7.00 am to 7.00 pm every day. Opening hours are subject to review and change at the discretion of the LTOU to reflect seasonal changes. The Airport shall notify Providers/Self-handlers in advance of changes to the Hours of Operation in writing or by public notice on the Airport's website or otherwise.
<b>Non-working hours</b>	Time not included in Working Time.
<b>Service restoration time</b>	The maximum time to eliminate a Disruption. This time shall be measured as the time from the time the notification of the Disruption is received by the Airport Responsible Person until the System is restored.
<b>Preventive maintenance</b>	Any reasonable action necessary to remedy a Fault, including debugging and management actions, cleaning, adjustment and calibration of System equipment (e.g. Workstations and peripherals) to ensure System reliability and availability.
<b>System</b>	A package of common-use terminal equipment (software, hardware and related technical tools) for check-in, storage and transmission of passengers and baggage.
<b>System workstation</b>	Check-in desks, stands and personal computers in the passenger terminal and boarding areas (boarding gates), together with associated peripherals and <i>firmware on the peripherals</i> .
<b>Incident</b>	A condition of the System that functionally or technically disrupts the availability of the System.

**Applicable software**

A computer application used by the Provider under contract with a TSP or an Air carrier to enable the check-in of passengers in departure control systems, as well as applications for Air carriers' core systems (e.g. Air carrier Emulators).

**TPPT**

Application Licensor as well as Service Provider, i.e. any person who provides Providers/Self-handlers/Air carriers with the implementation and maintenance of Application Services at the Airport.

**2. SCOPE OF USE OF THE SYSTEM**

- 2.1. The System shall be shared by all Providers/Self-handlers: each Provider/Self-handler shall be granted access to the System on the basis of the Provider's/Self-handler's request and the scope of use of the System agreed with the Airport.
- 2.2. In exceptional circumstances, the Provider/Self-handler and the Airport may enter into a separate written agreement to provide the Provider/Self-handler with a designated System Workstation on terms and conditions to be agreed between the Provider/Self-handler and the Airport. The provision of a Designated Workstation shall be an additional service which is not included in the Fee and shall be charged separately.
- 2.3. The Provider/Self-handler shall provide the Airport with a schedule of the Provider's/Self-handler's next day's flights in accordance with the Airport Rules. Upon receipt by the Airport of the next day's flight schedule, the number and location of System Workstations to be made available to the Provider/Self-handler shall be agreed. The use of the System with the Provider/Self-handler shall not create a legal obligation for the Airport to guarantee the provision of the agreed System Workstations to the Provider/Self-handler if, for objective reasons, the technical or organizational capacity of the Airport to provide the agreed System Workstations, including the number of System Workstations, subsequently changes.
- 2.4. For important organizational and technical reasons, the Airport shall have the right at any time to adjust the time of use of the System Workstations, the number and location of the System Workstations made available to the Provider/Self-handler by immediately informing the Provider/Self-handler in writing and/or orally.
- 2.5. The Provider/Self-handler may use one System Workstation to service multiple flights at the same time.
- 2.6. Upon completion of the use of the System Workstation, the Provider/Self-handler shall fully vacate the Workstation to allow another Provider/Self-handler to make proper use of it.
- 2.7. The Airport shall only provide the Provider/Self-handler with the following consumables to be used in the System workstations: ink ribbons and printer heads. Other consumables and supplies shall be provided by the Provider/Self-handler at the Provider's/Self-handler's own cost and risk.

**3. APPLICATIONS AND TPPT**

- 3.1. These Conditions do not apply to the Applicable software and related services provided by TPPT to the relevant Providers/Self-handlers and/or Air carriers. Such Applicable software, their licenses, services related to the Applicable software, including, but not limited to, their installation, upgrades, maintenance, servicing, and related costs are subject to separate agreements between TPPT and the Providers/Self-handlers and/or Air carriers, as applicable. The Provider/Self-handler shall ensure that it has all valid licenses and other rights to use the Applications and shall ensure that the use of the Applications does not infringe the rights or legitimate interests of any third party.
- 3.2. The Provider/Self-handler shall apply to the Airport and obtain prior written consent for the approval of the Applicable software it wishes to deploy, and for the use of other software or hardware if such use is necessary and unavoidable. The Airport shall be entitled to request the Provider/Self-handler to provide all relevant information reasonably required to assess the specifications of the Application and the feasibility of installing the Application at the System Site. The actual installation of the Application to be used by the

Provider/Self-handler at the System Site shall be carried out by the Airport's responsible persons within 5 working days of the Provider's/Self-handler's request and the provision of all necessary data and information.

3.3. Providers/Self-handlers shall not use any Applicable software or other software or hardware that has not been approved in advance by the Airport, is not harmonized and/or may have any adverse effect on any part of the System in relation thereto. If the Provider/Self-handler breaches these provisions, the Provider/Self-handler shall be liable to immediately and fully indemnify LTOU or any third party against any loss suffered by LTOU at the request of the Airport.

- 3.4. LTOU shall not be liable for any disruptions to the System caused by Applicable software and other circumstances beyond LTOU's control, and Providers/Self-handlers shall be liable to LTOU for any damage to LTOU caused by the Applicable software used by them.
- 3.5. LTOU makes no warranty of any kind with respect to the software used or provided by the TPPT or any other person accessing the System.

#### **4. TRAINING AND INFORMATION**

- 4.1. The Provider/Self-handler shall comply with the technical requirements of the System and shall be liable for all losses and damages arising from the use of the System in breach of such requirements. The Technical Requirements may be revised and amended by the Airport at any time at its sole discretion, subject to prior notice to the Provider/Self-handler.
- 4.2. The Airport shall provide the Provider/Self-handler with such additional information as is reasonably necessary for the proper use of the System.

#### **5. DATA PROTECTION AND PRIVACY**

- 5.1. If the Provider/Self-handler processes or processes any personal data in the course of the use of the System, the Provider/Self-handler shall comply with all legal requirements relating to the protection of such personal data and shall be directly and personally responsible for the processing of such personal data in accordance with the requirements of all such applicable legislation on the protection of the protection of personal data and on the protection of privacy.
- 5.2. The Airport shall not be involved in the processing of personal data by the Provider/Self-handler and shall not assume any responsibility for the Provider's/Self-handler's processing of personal data. In the event that any claim, action or other demand is made against the Airport in respect of the Provider's/Self-handler's processing of personal data, the Provider/Self-handler undertakes to immediately intervene and assume liability in respect of such claims; and to reimburse LTOU for any costs it incurs as a result of any sanctions imposed upon it.

#### **6. SYSTEM MAINTENANCE**

- 6.1. The Airport undertakes to make the System available to Providers/Self-handlers, i.e. to make the System generally available for the check-in of departing passengers.
- 6.2. The Provider/Self-handler must notify the Airport immediately of any System Failure so that the Airport can make reasonable efforts to resolve the System Failure.
- 6.3. For all Incidents notified by the Provider/Self-handler to the Airport, the target System Restoration Time during Working Hours:
  - 6.3.1. 95% of faults are resolved within 45 minutes;
  - 6.3.2. 100% of the faults shall be rectified within 48 hours.
- 6.4. For all Incidents notified by the Provider/Self-handler to the Airport, the target System Restoration Time shall be during Non-working hours:
  - 6.4.1. 95% of the Incident shall be rectified within the time specified below, whichever is sooner, within 150 minutes or 45 minutes of the commencement of the Hours;
  - 6.4.2. 100% of the faults shall be corrected within 48 hours.
- 6.5. The recovery time is indicative. If the Disruption cannot be rectified within the specified time due to objective reasons not directly attributable to the Airport, the Airport shall not be liable for such delay.
- 6.6. Where a Fault is to be rectified both at the Boarding Gate and at the Check-in Desks, the Fault at the Boarding Gate shall be rectified first. In this case, the time limits set for the restoration of the Incident shall not apply.

- 6.7. In order to avoid potential Disruptions, the Airport shall carry out Preventive Maintenance on the System in accordance with the following requirements as far as reasonably practicable:
  - 6.7.1. when the System is not in use and in such a manner as to minimize the risk of interruption of access to the System or disruption to the Providers'/Self-handlers' operations;
  - 6.7.2. in accordance with the manufacturer's requirements, instructions and professional standards;
  - 6.7.3. preventive maintenance shall be carried out on all equipment to be calibrated (e.g. printers, boarding gate readers) in order to achieve a minimum quality of printing and reading.
- 6.8. The Airport shall inform the Provider/Self-handler orally or by e-mail one working day in advance of any planned Preventive Maintenance work which may disrupt normal access to the System or any part thereof. Preventive Maintenance shall be carried out when the System is not in use.
- 6.9. During the course of the Remedial Maintenance, all malfunctions and/or errors during Working Hours shall be rectified as soon as possible after the first notification. The following requirements shall apply to the performance of the Remedial Maintenance:
  - 6.9.1. upon timely receipt by the Airport Responsible Person of the Provider's/Self-handler's notice of a Fault or a request for Remedial Maintenance;
  - 6.9.2. In all cases, corrective maintenance shall take precedence over requests for installation of changes.

## **7. FEES**

- 7.1 The Provider/Self-handler shall provide the Airport with information in writing on the number of departing Passengers registered by the System for the flight no later than 24 hours after the close of passenger registration for the relevant flight, identifying also the number of departing Passengers registered for the flight(s) by the specific Air carrier.
- 7.2 If the Provider/Self-handler has indicated to the Airport a lower number of passengers than the Automatic Passenger Counting System (where available), the Airport shall inform the Provider/Self-handler in writing and shall be entitled to calculate the Fee and issue a VAT invoice to the Provider/Self-handler/Air carrier in accordance with the number of passengers indicated by the Automatic Passenger Counting System.
- 7.3 In the event of any doubt as to the number of passengers indicated by the Provider/Self-handler, the Provider/Self-handler shall, at the request of the Airport, provide additional documentation confirming the number of passengers checked in for the flight.



## **ADDITIONAL PROVISIONS ON THE PASSENGER BAGGAGE HANDLING SYSTEM AT VILNIUS AIRPORT, KAUNAS AIRPORT AND PALANGA AIRPORT**

The terms and conditions set out in this Annex to the Conditions shall apply in addition to those applicable to Providers/Self-handlers using a BPS.

### **1. SPECIFIC TERMS**

Capitalized terms used in this Annex to the Terms and Conditions shall have the following meanings, unless expressly provided otherwise:

<b>Automatic baggage counting system</b>	A system used by an airport to automatically record the number of pieces of baggage that are processed using the BPS.
<b>BPS</b>	A passenger baggage claim system consisting of: <i>a baggage handling system for departing passengers:</i> baggage scales and a conveyor system for delivering baggage to the point where it is sorted and loaded onto the baggage trolleys, and other related equipment; <i>Arriving passenger baggage handling system:</i> baggage handling conveyor system and other related equipment.

### **2. VOLUME OF BPS USAGE**

- 2.1. The BPS shall be shared by all Providers/Self-handlers providing relevant services to Air carriers. Both the Provider/Self-handler and each other user of the BPS shall be granted access to the BPS in accordance with the procedures set out in these Conditions and the Airport Rules, and within the scope of use of the BPS equipment agreed between the Provider/Self-handler and the Airport.
- 2.2. For important organizational and technical reasons, the Airport shall have the right to adjust at any time the time of use of the BPS, the location, the volume and other characteristics of the BPS equipment provided to the Provider/Self-handler. The Provider/Self-handler shall be informed thereof promptly orally (by telephone or other means).
- 2.3. The Airport shall have the discretion to grant simultaneous use of the BPS to multiple Providers/Self-handler, as long as such joint use of the BPS is technically compatible and does not create disproportionate barriers for Providers/Self-handlers. The need for Providers/Self-handlers to maintain and sort the baggage handled by the shared BPS and to bear and manage the risks involved shall not constitute a disproportionate impediment.
- 2.4. The Provider/Self-handler must inform the Airport immediately if it is unable to use the BPS properly for any reason, including the actions of other Providers/Self-handlers. The Airport undertakes to use all reasonable endeavours and to take all necessary steps to ensure that the reasons for the Provider's/Self-handler's inability to make proper use of the BPS are rectified as soon as reasonably possible.
- 2.5. The duration of use of the BPS shall be calculated from the commencement of baggage handling for departing passengers on the flight concerned until the BPS is fully released, and in the case of an arriving flight, from the commencement of unloading of the baggage from the trolley until the baggage is fully released to the passengers and the subsequent release of the transport system. The duration of use of the BPS shall not exceed the maximum duration of use of the BPS. Unless a different maximum duration of use of the BPS has been agreed between the Airport and the Provider/Self-handler, the Provider/Self-handler must use the BPS within the maximum duration of use:
  - 2.5.1. the maximum duration of use of the BPS for servicing an outbound flight shall not be set;
  - 2.5.2. the maximum duration of use of the BPS for servicing inbound flights shall be 60

- minutes.
- 2.6. The Provider/Self-handler may use the BPS for handling multiple flights at the same time. In this case, the maximum duration of use of the BPS shall be calculated for each flight separately.
  - 2.7. Upon expiry of the maximum duration of the use of the BPS or earlier termination of the use of the BPS, the Provider/Self-handler shall fully vacate the BPS, including removal of passengers' unclaimed baggage from the BPS, to enable its proper use by the Provider/Self-handler and/or other users of the BPS for the servicing of other flights. For the sake of clarity, it is noted that the Airport shall not be liable for any failure to collect, storage, damage and/or loss of passenger baggage.
  - 2.8. If the Provider/Self-handler fails to comply with the maximum duration of use, the Airport shall have the right to require the Provider/Self-handler to cease use of the BPS.
  - 2.9. Only baggage suitable for the BPS or suitably prepared and packed (adapted) for the BPS shall be transported on the BPS, and additional means (containers, pallets, boxes, etc.) shall be used for the transport of problem baggage (*as defined in the Airport Baggage Handling System Manual*).
  - 2.10. The Provider/Self-handler shall ensure that the Provider's/Self-handler's personnel using the BPS are trained in the use of the equipment in accordance with the Provider's/Self-handler's instructions for the use of the BPS as agreed by the Provider/Self-handler and the Airport. Any malfunction of the BPS equipment caused by the Provider's/Self-handler's employees' failure to comply with the requirements set out in these Conditions and any resulting flight delays shall be the Provider's/Self-handler's responsibility.

### **3. FEES**

- 3.1. The charge for the use of the BPS shall be calculated on the basis of the number of pieces of checked baggage of departing passengers.
- 3.2. If, due to certain reasonable circumstances beyond the Provider's/Self-handler's control (e.g. notification of explosives, etc.), the BPS is used repeatedly for the same piece(s) of Baggage, the Fee per piece of Baggage shall be calculated and paid only once.
- 3.3. The Provider/Self-handler shall provide the Airport in writing with information on the number of Baggage checked in for the flight no later than 1 hour after the close of passenger check-in for the relevant flight, including information on the Air carriers on whose flights the Baggage has been checked in, indicating the number of Baggage per Air carrier.
- 3.4. If the Provider/Self-handler has indicated to the Airport a number of baggage items lower than the number of baggage items indicated by the Automatic Baggage Counting System (where such system is in place), the Airport shall inform the Provider/Self-handler in writing and shall be entitled to calculate the Fee and to issue a VAT invoice to the Provider/Self-handler /Air carrier based on the number of baggage items indicated by the Automatic Baggage Counting System.
- 3.5. If the Provider/Self-handler does not provide the Airport with information on the number of Baggage Units allocated to a particular departing flight in accordance with the procedures set out in these Conditions and the Airport is unable to determine the number of Baggage Units in any other reasonable manner (in the absence of, or in the event of a malfunction of, the Automatic Baggage Counting System), it shall be assumed that there is only one Baggage Unit per passenger.

## **ADDITIONAL PROVISIONS ON EQUIPMENT AND RELATED SERVICES FOR THE PROVISION OF GROUND POWER UNITS AT VILNIUS AIRPORT AND KAUNAS AIRPORT**

The terms and conditions set out in this Annex to the Terms and Conditions shall additionally apply to Providers/Self-handlers using GPU Equipment.

### **1. SPECIFIC TERMS**

Capitalized terms used in this Annex to the Terms and Conditions shall have the following meanings unless expressly provided otherwise:

<b>GPU Equipment</b>	Equipment for the supply of electrical power to aircraft: frequency converter equipment, cable extension trolleys, current rectifiers for the supply of electrical power to aircraft, and other related equipment, together with related services.
<b>Aircraft parking</b>	A parking area within an airport that is identified by an assigned number and where GPU Equipment is installed.

### **2. SCOPE OF USE OF EET EQUIPMENT**

The Airport shall grant the Provider/Self-handler the right to use the GPU Equipment located in the Aircraft Parking Lot where the Provider's/Self-handler's aircraft is parked or the Mobile GPU Equipment in the absence of a fixed GPU Equipment on the Parking Lot.

### **3. RIGHTS AND OBLIGATIONS OF THE PROVIDER/SELF-HANDLERS**

- 3.1. The Provider/Self-handler shall inspect the GPU Equipment provided to it prior to each use of the GPU Equipment and shall promptly notify the Airport Responsible Person of any defects or irregularities in the GPU Equipment.
- 3.2. The Provider/Self-handler shall ensure that the Provider's employees using the GPU Equipment are trained in the use of the GPU Equipment in accordance with the Provider's/Self-handler's instructions for the use of the GPU Equipment, which have been prepared by the Provider/Self-handler and agreed with the Airport.
- 3.3. The Provider/Self-handler shall return the GPU Equipment to the Airport in the same condition.  
in which it was provided, except for any defects or irregularities in the GPU Equipment which have been brought to the attention of the Airport and normal wear and tear.
- 3.4. The Provider/Self-handler shall only be entitled to use mobile power supply equipment if there is no reasonable prospect of using the GPU Equipment. In the event that the Provider/Self-handler uses mobile equipment instead of GPU Equipment to supply electricity to the aircraft, the Provider/Self-handler shall notify the Airport Responsible Person in writing at least prior to the commencement of the use of mobile equipment.

### **4. PROCEDURES FOR USING EET EQUIPMENT**

- 4.1. The Provider/Self-handler shall, at its own cost and risk, connect and operate the GPU Equipment made available to it for use and shall ensure that it is properly switched off at the end of its use.
- 4.2. In the event of a failure of the GPU Equipment made available to the Provider/Self-handler, the Provider/Self-handler shall immediately inform the Airport Responsible Person and, in coordination with the Airport, arrange for an alternative method of supplying electricity to the aircraft: the use of mobile equipment, the provision of an alternative aircraft parking area, etc.

- 4.3. The Airport shall respond promptly to the Provider's/Self-handler's notifications and provide all assistance reasonably required by the Provider/Self-handler, including troubleshooting, assistance in locating available aircraft parking and other similar actions.
- 4.4. The Airport undertakes to take the necessary steps and measures to ensure that the reasons why Providers/Self-handlers are unable to make proper use of the GPU Equipment made available to them are rectified as soon as reasonably possible.
- 4.5. In the event of equipment failure or malfunction, the Airport shall not be deemed to be in breach of its obligations to the Provider/Self-handler and shall not be liable for any damage caused in such cases, provided that the Airport has made all reasonable efforts to rectify the malfunction or malfunction and to provide the Provider/Self-handler with the other assistance referred to above at the request of the Provider.

## **5. FEES**

- 5.1. The Charge shall be calculated for each aircraft for which electricity has been supplied at the aircraft parking area(s) allocated to the Provider/Self-handler.
- 5.2. Electricity supplied to aircraft by GPU Equipment installed in aircraft parking areas shall be included in the fixed charge for the use of GPU Equipment.

## **ADDITIONAL PROVISIONS ON PASSENGER BOARDING BRIDGES AND THEIR SERVICING AT VILNIUS AIRPORT**

The terms and conditions set out in this Schedule to the Terms and Conditions shall apply in addition to the terms and conditions applicable to Providers/Self-handlers using the Passenger Boarding Bridges.

### **1. SPECIFIC TERMS**

Capitalized terms used in this Annex to the Terms and Conditions shall have the following meanings, unless expressly provided otherwise:

<b>Passenger Boarding Bridges</b>	Boarding and disembarking bridges (telescopic stairways) and related special-purpose centralized passenger arrival terminal technical equipment for the boarding and disembarking of passengers from/to aircraft.
<b>Passenger boarding bridge support services</b>	Maintenance of the Passenger boarding bridge, including ventilation, heating and lighting, is carried out during its use.

### **2. SCOPE OF USE OF THE Passenger boarding bridge**

- 2.1. The Galleries shall be shared by all Providers/Self-handlers providing relevant services to Air carriers. Both the Provider/Self-handler and each other user of the Passenger boarding bridges shall have access to the Passenger boarding bridges in accordance with the procedures set out in these Conditions and the Airport Rules and within the scope of use of the Passenger boarding bridges agreed between the Provider/Self-handler and the Airport.
- 2.2. Based on the types of aircraft planned for the flights, aircraft are parked at the Passenger boarding bridges. In the event of a change in the type of aircraft, the aircraft shall be promptly re-parked by informing the Provider/Self-handler verbally (by telephone or other means). The daily flight schedule provided by the Airport is indicative and does not create a legal obligation on the part of the Airport to guarantee to the Provider/Self-handler the provision of the Passenger boarding bridges and the time of their use as specified in the notification, if, for objective reasons, the Airport's technical or organizational capacity to provide the agreed number of the Passenger boarding bridges and the time of their use subsequently changes.
- 2.3. In the event of important reasons, the Airport shall have the right to adjust the availability and time of use of the Passenger boarding bridge at any time by promptly informing the Provider/Self-handler orally (by telephone or other means).
- 2.4. The duration of use of the Passenger boarding bridge shall be calculated from the time the Passenger boarding bridge is connected to the aircraft until the time the Passenger boarding bridge is disconnected from the aircraft. Unless otherwise agreed between the Airport and the Provider/Self-handler in a particular case, the Provider/Self-handler shall use the Passenger boarding bridge within the maximum duration of its use. The maximum duration of use is defined as following: if, with the Airport's consent, the same Passenger boarding bridge is used for the disembarkation and embarkation of passengers on the same aircraft and the Passenger boarding bridge is not required by other Providers/Self-handlers during the relevant period, the maximum duration of use of the Passenger boarding bridge shall be 2 hours.
- 2.5. The Airport may, taking into account the daily flight schedule, in particular if the Passenger boarding bridge is not required to service other aircraft, allow the Provider/Self-handler to use the Passenger boarding bridge for a period longer than the maximum duration of use of the Passenger boarding bridge as set out in Clause 2.4 of this Annex.
- 2.6. If the Provider/Self-handler fails to comply with the maximum duration of use of the Passenger boarding bridge, the Airport shall have the right to require the Provider/Self-handler to cease use of the Passenger boarding bridge and to remove the aircraft from the

Passenger boarding bridge site.

- 2.7. Unless otherwise agreed between the Provider/Self-handler/Air Carrier and the Airport in a particular case, in the case of the use of the Passenger boarding bridge, the Airport shall provide the Provider/Self-handler/Air Carrier with the following Passenger boarding bridge Support Services:
  - 2.7.1. ventilation of the Passenger boarding bridge;
  - 2.7.2. heating of the Passenger boarding bridge;
  - 2.7.3. Passenger boarding bridge lighting.
- 2.8. The connection and disconnection of the Passenger boarding bridge to the aircraft shall be carried out by the Provider's/Self-handler's personnel.

### **3. FEES**

- 3.1. The fee for the use of the Passenger boarding bridge shall include remuneration for the Passenger boarding bridge Support Services.
- 3.2. The Passenger boarding bridge Fee shall be calculated for each use of one Passenger boarding bridge for the embarkation and disembarkation of passengers from the aircraft. If the Passenger boarding bridge is used only for boarding or disembarking passengers, the full Fee shall be payable for such use of the Passenger boarding bridge.
- 3.3. If unforeseen circumstances, including the technological needs of the Airport, necessitate the temporary disconnection and/or retraction of an aircraft connected to the Passenger boarding bridge, the Fee shall not apply to the reconnection of the aircraft to the Passenger boarding bridge.

**CONTACT INFORMATION****Contact details of the person responsible in case of questions**

<b>Nature of the question</b>	<b>VNO</b>	<b>KUN</b>	<b>PLQ</b>
On submitting an application	avia@ltou.lt and info@ltou.lt		
Concerning the conclusion of an Airport Facilities Use Agreement	avia@ltou.lt and info@ltou.lt		
Airport infrastructure disruptions and failures	opsvno@ltou.lt	opskun@ltou.lt	opsplq@ltou.lt
All issues related to the use of CI facilities	opsvno@ltou.lt	opskun@ltou.lt	opsplq@ltou.lt
Concerning invoices	opsvno@ltou.lt		
Aviation security issues	emergency@ltou.lt		
Emergency management issues	emergency@ltou.lt		
Safety management system issues	emergency@ltou.lt		

**Contact details of the responsible person for information**

<b>Subject, Conditions Clause</b>	<b>VNO</b>	<b>KUN</b>	<b>PLQ</b>
Application is submitted (p.3.2)	info@ltou.lt	info@ltou.lt	info@ltou.lt
Conclusion of an Airport infrastructure use agreement (Chapter 9)	info@ltou.lt	info@ltou.lt	info@ltou.lt
Changes in information, documentation and ground handling services provided by the Provider/Self-handler (p. 6.4, 8.7)	info@ltou.lt	info@ltou.lt	info@ltou.lt
Airport infrastructure disruptions and failures	opsvno@ltou.lt	opskun@ltou.lt	<a href="mailto:opsplq@ltou.lt">opsplq@ltou.lt</a>
CUPPS system failures (Annex 6)	itpagalba@ltou.lt; tel. (24x7) +370 5 2739032		
Events or circumstances affecting the proper use of the Airport Facilities, inability to make proper use of the Airport Facilities due to the acts or omissions of other Providers or persons (Clause 9.6, 9.7)	opsvno@ltou.lt	opskun@ltou.lt	<a href="mailto:opsplq@ltou.lt">opsplq@ltou.lt</a>
All other information related to the use of CI facilities	opsvno@ltou.lt	opskun@ltou.lt	opsplq@ltou.lt
Aviation security issues	security@ltou.lt		
Emergency management (Chapter 7)	emergency@ltou.lt		
Safety management system issues (Chapter 7)	safety@ltou.lt		
For direct settlement (p. 10.1)	avia@ltou.lt and info@ltou.lt		
Comments on invoices issued, (p. 10.4.2)	apskaita@ltou.lt		
Actual use of centralized infrastructure, reporting for billing purposes (p. 10.7, Annexes 6-8)	opsvno@ltou.lt	opskun@ltou.lt	opsplq@ltou.lt
Copy of the third-party liability insurance certificate	info@ltou.lt		