

**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF SWEDEN ON AIR TRANSPORT PRECLEARANCE**

The Government of the United States of America and the Government of Sweden (hereinafter referred to as the "Parties"),

CONSIDERING that air transport preclearance by officials of U.S. Customs and Border Protection (CBP) of the Department of Homeland Security of the Government of the United States of America, the procedure of conducting in Sweden, inspection of travelers, goods, aircraft stores, and aircraft, on eligible flights destined nonstop from a designated airport in Sweden to the United States, facilitates travel between Sweden and the United States while enhancing the security of both Parties;

ACKNOWLEDGING that air carriers operating at a designated airport in Sweden, including U.S. carriers, would be eligible to request preclearance service at that location; and

RECOGNIZING that preclearance being conducted in Sweden would provide a homeland and national security benefit, as well as benefit the Parties by facilitating travel to the United States,

Agree as follows:

**Article I
Definitions**

1. "Air carrier" means a commercial enterprise that provides public transportation by aircraft for remuneration, hire or other consideration;
2. "Aircraft store" means items in storage on aircraft, including its supplies and equipment, and merchandise for retail sale;
3. "Airport operator" means the entity that is responsible for the management, operation and development of any airport in the Host Country at which preclearance service is provided in accordance with this Agreement;
4. "Cargo" means commercial goods, whether transported by a person or a commercial carrier;
5. "Compliance agreement" means a contract between the United States and an entity offering sales to travelers or on-board precleared flights with the objective of establishing that the goods for sale meet the requirements of U.S. customs, immigration, agriculture, national security, and public health laws and regulations;
6. "Eligible flight" means any commercial scheduled or charter flight, including ferry flights (crew only), that has requested and been approved for preclearance service, and that departs from the preclearance facility, but does not include flights of private aircraft or military (including military charter) flights;
7. "Goods" means personal effects, baggage, wares of any description, animals and plants and their products, currency and other monetary instruments, electronic media, electronic devices, and documents in any form (including those stored in electronic media);
8. "Host Country" means the territory in which preclearance is conducted;

9. "In-Transit" means arriving in the territory of Sweden from a third country with the intent to immediately transfer to an aircraft for departure to the United States;
10. "Invasive personal search" means a body cavity search or a medical x-ray search;
11. "Partial body search" means the removal of some of the clothing of a person by a preclearance officer to recover material evidence suspected to be concealed on the person's body or in the clothing itself;
12. "Patdown" means a search where physical contact is made with a person's clothed body to determine if that person is carrying anything that would present a danger to human life, health or safety, or for material evidence or merchandise (including contraband) hidden on a person's body;
13. "Preclearance" means the procedure of conducting in the territory of Sweden the examination, search and inspection of travelers, goods, aircraft, and aircraft stores required for entry/admission into the territory of the United States;
14. "Preclearance area" means a designated and operationally contiguous area within which preclearance is conducted, including:
- a. the aircraft, including its immediate perimeter, which is destined nonstop for the United States;
 - b. the queuing area used exclusively for preclearance purposes clearly demarcated in front of the primary inspection area;
 - c. the baggage make up area or other area where travelers' baggage or other goods are delivered to preclearance officers for inspection and any areas in which such inspection may occur;
 - d. primary and secondary examination areas, including any areas used for radiation detection;
 - e. the departure lounges for transportation bound for the United States;
 - f. connecting corridors and all designated conveyances for precleared travelers and goods used for transportation between sterile areas of terminals or from the terminal to the departing mode of transportation (e.g., buses). When travelers cannot board a departing mode of transportation by means of a connecting corridor or designated conveyance, the preclearance area shall also include a clearly demarcated area leading to that mode of transportation for the period of time during which boarding takes place;
 - g. administrative areas used by the United States; and
 - h. area(s) required to conduct preclearance operations in the event of an outage or malfunction of equipment or technological tool used by the United States to conduct preclearance, but only for the time that the alternative area(s) are in use for the preclearance of travelers or goods and only for the purpose necessary to complete operations otherwise authorized by this Agreement.
15. "Preclearance facility" means the physical inspection and administration infrastructure, to include any offices and examination areas as well as any equipment used for preclearance processing;

16. "Preclearance officer" means an official of CBP (including a legal successor agency) designated by the Government of the United States to carry out preclearance in Sweden;
17. "Post-clearance" means the clearance of aircraft, travelers, aircraft stores, and goods upon arrival in the territory of the United States;
18. "Responsible entity" means the airport operator, unless otherwise agreed in writing by the Parties, including in an annex to this Agreement;
19. "Screening officer" means an official duly certified by the Swedish Transport Agency to carry out aviation security inspections of individuals and property for weapons, explosives, incendiaries, and other prohibited items;
20. "Swedish law enforcement officers" means Swedish police and customs officers;
21. "Traveler" means any air passenger or crewmember seeking entry/admission to the United States using preclearance; and
22. "United States" means the United States of America or its Government (including any United States agency associated with preclearance operations, and in particular CBP), as appropriate.

Article II

Scope

1. Unless the Parties mutually agree otherwise in writing, this Agreement shall be applicable only to Stockholm Arlanda Airport.
2. Flights eligible for preclearance shall consist of any commercial flight (scheduled or charter, including ferry flights) of any size aircraft that is destined nonstop from Sweden to the United States, so long as preclearance service has been requested pursuant to procedures established by the United States and approved by the United States for that flight. State aircraft (not including military flights or military charter flights) may be considered for preclearance on a case-by-case basis.
3. Cargo shall not be eligible for preclearance under this Agreement.
4. Activities under this Agreement are subject to the availability of funds, as well as sufficient budgetary and personnel resources.
5. Nothing in this Agreement shall be construed as restricting the applicability of rights enjoyed by individuals under Swedish law, including constitutional rights and rights in accordance with the European Convention on Human Rights, on Swedish territory including in the preclearance area, and, where applicable, the laws of the United States.
6. Swedish law shall at all times apply in the Preclearance area unless otherwise provided for in this Agreement.
7. This Agreement shall not affect the authority of Sweden to conduct inspections, including export controls, in its territory.
8. This Agreement shall not affect the rights of the United States to enforce its own law in its own territory.

9. This Agreement does not create any right, benefit, or privilege for any private party or person unless specifically provided by this Agreement.

Article III
Sweden Obligations and Authorities

1. In order to preserve the integrity of the preclearance area, Sweden shall:

- a. Designate the boundaries of the preclearance area pursuant to mutual agreement with the United States in writing and supported through the use of drawings or maps.
- b. Permit preclearance officers to carry and use intermediate force devices (including batons and defensive spray), and restraint devices (including handcuffs) as well as to access and use firearms in the form of sidearms, in support of their official duties at the preclearance area. Regarding the access and use of firearms, as soon as practicable, but in no case later than the opening of the preclearance facility at Stockholm Arlanda Airport, the Parties shall develop mutually accepted procedures that shall protect the tactics, techniques, and procedures associated with these firearms, including their use for training or qualification and the storage of them, and shall ensure the force protection, safety, and security of the Parties, travelers, and personnel authorized to enter the preclearance area.
- c. Permit preclearance officers to wear official uniforms of the United States for the performance of their duties and while transiting to or from the preclearance area or other locations pursuant to their official duties.
- d. Ensure appropriate and sufficient law enforcement support as is required to maintain the proper and effective functioning of preclearance; to ensure the security of the preclearance area and safety of preclearance officers; and to be able to respond to requests made by preclearance officers pursuant to Article VII as soon as reasonably possible. As soon as practicable, but in no case later than the opening of the preclearance facility at Stockholm Arlanda Airport, the Parties shall develop mutually accepted procedures regarding this law enforcement support.

2. In order to facilitate the effective operation of preclearance, Sweden shall:

- a. Permit preclearance officers to carry out preclearance of persons, goods, aircraft, and aircraft stores on eligible flights and to determine procedures for carrying out inspections and utilization of resources.
- b. Permit preclearance officers, in the process of carrying out preclearance, to conduct voluntary inspections and/or assessments of travelers to implement this Agreement. Personal data may only be obtained by preclearance officers when travelers have given their consent. The Parties agree that the United States may deny preclearance to any traveler who does not provide it with information needed to implement this Agreement.
- c. Require persons, except Swedish law enforcement officers, who enter the preclearance area to report to a preclearance officer without delay and present goods in that person's possession, including goods that form part of that person's baggage, and, with respect to travelers, undergo preclearance processing.

d. Authorize the installation and operation of such communication and inspection aids and equipment in the preclearance area as the United States determines it requires, including canine, radiological and nuclear detection devices, as well as baggage image and x-ray devices.

e. Utilize with the United States mutually acceptable written procedures regarding the operation of preclearance, including written procedures that address resolution in the event of a positive alarm from an inspection aid, such as procedures used for biological, radiological, or nuclear preclearance screening of aircraft, travelers or goods, and that address the continued physical security of the preclearance area.

f. Secure and dispose of any illicit or illicitly trafficked biological, radiological, or nuclear materials detected during preclearance screening in accordance with written procedures developed in consultation with the United States.

g. Upon request of preclearance officers, provide medical assistance, and access to medical isolation facilities for travelers subject to preclearance who are suspected of having a communicable disease proscribed under United States public health laws and regulations or who otherwise present a threat to public health.

h. Provide training for preclearance officers on laws and regulations of Sweden pertaining to preclearance.

i. Permit preclearance officers to enter the airport through staff and employee entrances.

3. The Parties acknowledge that a separate agreement shall be concluded regarding the implementation and maintenance of aviation security screening standards and protocols that are comparable to those in the United States. The Parties acknowledge that the aviation security screening activities described in the agreement shall be conducted by screening officers. If the procedures outlined by that separate agreement are not implemented and maintained, travelers and their goods that are precleared by the United States in Sweden shall be subject to aviation security re-screening, consistent with Article IV(3)(I), before they shall be permitted to enter the sterile area of a U.S. airport to transfer to a connecting flight.

4. The Parties acknowledge that nothing in this Agreement infringes upon the authority of the Parties to impose charges on a non-discriminatory basis on travelers or air carriers consistent with their respective laws and regulations.

5. The Parties acknowledge that preclearance officers who act in support of their official duties at the preclearance area may intervene as necessary in the reasonable judgment of a preclearance officer in order to respond to incidents in the preclearance area. If, in the reasonable judgment of a preclearance officer, force must be used, it must be restricted to an amount and means of force that is proportional to the threat posed. Firearms may only be used in legitimate self-defense or in legitimate defense of other officers or of other persons.

Article IV United States Obligations and Authorities

1. In order to preserve the integrity of the preclearance area, the United States shall have the right:

a. Upon a compromise to the security or sterility of the preclearance area or any aspect of the preclearance process, to suspend preclearance processing until such time as the compromise has been resolved to the satisfaction of the United States.

b. To request the provision of any information needed by the United States from a traveler to implement this Agreement.

c. To order any person, except Swedish law enforcement officers, found in a preclearance area to report to a preclearance officer, identify him- or herself and answer any questions about his or her purpose in the preclearance area.

d. To obtain biometric and biographic information of any person, except Swedish law enforcement officers, who requires access to the preclearance area for purposes other than to travel to the United States, such as access required in the performance of that person's official duties; to conduct vetting of such persons; and to approve or deny access to the preclearance area for such persons in the performance of their duties.

e. To order an unauthorized person found in a preclearance area to leave the area.

2. The United States shall ensure that information collected during preclearance operations shall be treated in accordance with its applicable laws and policies, including those that provide for the protection of personal data against inappropriate access, use or disclosure. The processing of information collected by the United States during preclearance operations is also subject to redress opportunities provided for under the laws and regulations of the United States (currently including, for example, the DHS Traveler Redress Inquiry Program) as well as the independent review and oversight by the appropriate U.S. entities, including those charged with the protection of privacy and civil liberties. The United States shall periodically review with Sweden the applicable United States laws and policies pertaining to information processing activities.

3. In order to facilitate the effective operation of preclearance, and to the extent consistent with United States laws and regulations, the United States shall:

a. Give due consideration to using flexible practices or operating procedures which may improve the efficiency of the preclearance facility or address temporary disruption, while maintaining authority over the conduct, availability, and operations of preclearance officers.

b. Secure necessary resources for additional staff or equipment required in order to maintain the efficient operation of the preclearance facility, including staff and equipment necessary to provide those preclearance services for which payment has been made pursuant to Article V(1)(m) consistent with the understanding reached between the responsible entity and the United States described in Article V(2).

c. Subject to the availability of funds, as well as sufficient budgetary and personnel resources, staff a sufficient number of preclearance officers and, to the extent deemed necessary by the United States, support personnel, to carry out preclearance of travelers, goods, aircraft, and aircraft stores on eligible flights with reasonable speed and efficiency.

d. Consult with the competent authorities of the Host Country, the airport operator, and with the air carriers concerned on matters relating to the implementation of this Agreement.

e. Establish and continue preclearance operations at Stockholm Arlanda Airport, subject to the availability of funds and sufficient budgetary and personnel resources, and the existence of a sufficient volume of travelers to make feasible and practical the operation of preclearance at that location.

f. Treat air carriers in a non-discriminatory manner in considering requests for preclearance.

g. Establish a schedule of preclearance operations that best promotes the mutual security of the Parties and recognizes the availability of resources to effectively conduct operations, while maintaining sole discretion to set the hours of operation of the preclearance facility.

h. Provide detailed information to the appropriate Swedish authorities as to the decision to refuse passage onward to the United States for a traveler, and where appropriate, turn over custody of travelers and goods to Swedish authorities.

i. Have the right to preclear eligible flights.

j. Have the right to deny preclearance:

i. if the travelers, goods, aircraft, and aircraft stores are not routed through the preclearance area;

ii. to any flights outside of the established hours of operation of the preclearance area;

iii. to any irregular or ad hoc flights during the established hours of operations of the preclearance area;

iv. to any person and/or carrier in its discretion, including situations where the responsible entity fails to pay the United States for the preclearance service the United States provides pursuant to this Agreement.

k. Have the right to refuse admission, or otherwise prevent boarding on an air carrier, of travelers and deny entry of goods destined to or transiting through its territory, consistent with the laws and regulations of the United States.

l. Have the right to require re-screening, re-inspection or post-clearance in the United States as it deems necessary of travelers, goods, aircraft, or aircraft stores that have been precleared, including to address aviation security screening concerns as described in Article III(3) and to meet law enforcement concerns.

m. Have the right to administer its fees as well as civil fines and monetary penalties, which may be assessed in United States currency, on travelers and air carriers with respect to violations identified by preclearance officers in the course of conducting

preclearance operations except when Sweden institutes criminal proceedings with respect to the same act or omission.

n. Not be subject to any fines or other sanctions associated with service level standards or any other mandates that arise from Swedish laws regarding the performance of preclearance operations.

o. Have the authority to, in consultation with the Swedish authorities, authorize access to the preclearance area for temporary visitors and employees of the United States in support of preclearance operations.

Article V Role of the Airport Operator

1. Sweden shall ensure that the airport operator or other responsible entity:

a. Permit air carriers, including United States air carriers, to operate at Stockholm Arlanda Airport during the operation of a preclearance facility at that location and to request preclearance service pursuant to this Agreement;

b. Provide a high standard of security for the preclearance area that incorporates views offered by the United States on the development or implementation of this standard;

c. Take all appropriate steps to protect the preclearance area and facility and the contents therein, including official archives and documents maintained and used by the United States, against any intrusion or damage and to prevent any disturbance of the peace on the premises;

d. Ensure that it has a security program that maintains International Civil Aviation Organization (ICAO) standards and recommended practices;

e. Clearly demarcate the preclearance area;

f. Exclude access to or observation of any portion of the preclearance area (not otherwise regularly accessed or viewed by travelers subject to the preclearance process) by any person, except Swedish law enforcement officers, without permission from the United States, except in cases of emergency when access may be provided to emergency workers with simultaneous notification to preclearance officers;

g. Ensure that the preclearance area is only accessible to travelers, authorized personnel, and goods that have undergone security screening at the Stockholm Arlanda Airport in accordance with screening standards and protocols that are comparable to those of the United States, as determined by the Transportation Security Administration;

h. Further ensure that the preclearance area is only accessible to those persons authorized to access the preclearance area pursuant to Article IV(1)(d) and subparagraph (i) of this paragraph;

i. Permit the United States to review and approve the personnel, except Swedish law enforcement officers, who apply for or already hold positions that provide them with access to the preclearance area as part of their duties;

j. Permit the United States to review and approve the goods and merchandise made available to persons, including for purchase, in the preclearance area or on board precleared aircraft;

k. Provide a preclearance area (including the preclearance facility and all operational, security, communication, information technology, radiation detection equipment and infrastructure therein) that meets the technical design standards of the United States, including any amendments or updates to those standards;

l. Permit the installation and operation by the United States of such equipment and aids, including those proprietary items described in Article IX(2)(c), as is deemed necessary by the United States for the effective operation of preclearance;

m. Pay the United States (in advance of preclearance services for which payment is required) for costs associated with the provision of preclearance service. Such costs, which shall be determined pursuant to Article IX(1) and consistent with the understanding reached between the responsible entity and the United States described in Article V(2), may include salaries, expenses, relocation costs of preclearance officers and other United States government personnel, and the purchase, installation, maintenance, and operation by the United States of equipment and aids not provided pursuant to subparagraph (k) of this paragraph (including those proprietary items described in Article IX(2)(c)), as is deemed necessary by the United States to provide preclearance service, and the administrative costs of provision of preclearance service;

n. Acknowledge that the United States has the right to enter into compliance agreements (containing penalties for noncompliance) regarding the sale of merchandise in the preclearance area or on-board precleared flights.

2. Notwithstanding the notice required by paragraph 2 of Article XI, the Parties agree that preclearance is contingent on the continued satisfaction of the conditions provided in paragraph 1 of this Article. The United States and the airport operator intend to reach an understanding concerning the conditions provided in paragraph 1(k)-(m) of this Article. The Parties understand that negotiations of the text of this understanding are complete. The Parties expect the United States and the airport operator to sign the understanding following signature of this Agreement. The understanding shall include a confirmation of the conceptual design of the preclearance area.

Article VI

Privileges and Immunities

1. Employees of the Government of the United States assigned to preclearance duties in Sweden under this Agreement, except employees who are Swedish citizens or who were permanently resident in Sweden immediately prior to commencing preclearance duties in Sweden, shall not be amenable to the jurisdiction of the judicial or administrative authorities of Sweden in respect of acts performed by them in the exercise of their functions under this Agreement.

2. The immunity accorded under paragraph 1 of this Article may be waived in writing by the United States.

3. After consultation with the United States, Sweden may require the departure of an employee of the Government of the United States assigned to preclearance duties whom Sweden deems to have abused

his/her official position, or, with regard to such an employee who is permanently resident in Sweden, may require that he/she cease exercise of his/her functions under this Agreement.

4. Employees of the Government of the United States assigned to preclearance duties in Sweden pursuant to this Agreement, except employees who are Swedish citizens or who were permanently resident in Sweden immediately prior to commencing preclearance duties in Sweden, shall be accorded privileges equivalent to those granted members of the administrative and technical staff of a diplomatic mission under the Vienna Convention on Diplomatic Relations.

5. Members of the family forming part of the household of employees of the Government of the United States assigned to preclearance duties, except family members who are citizens of Sweden or who were permanently resident in Sweden immediately prior to the employee commencing preclearance duties in Sweden, shall enjoy the privileges which members of the families of the administrative and technical staff of a diplomatic mission forming part of their respective households are entitled to pursuant to the Vienna Convention on Diplomatic Relations.

6. The official archives and documents, including electronic files and documents, used by employees of the United States working in the preclearance area at Stockholm Arlanda Airport shall enjoy inviolability equivalent to that afforded archives and documents under the Vienna Convention on Diplomatic Relations.

7. The Government of Sweden shall expeditiously provide to each employee of the United States working in support of preclearance in Sweden any employment authorization and identification necessary to assist in identifying him or her as an agent of the United States. Likewise, the Government of Sweden shall provide any necessary documentation and identification cards to each employee and his/her accompanying members of the family forming part of the households, to ensure that such persons are granted tax-free and duty-free benefits in accordance with the provisions of the Vienna Convention on Diplomatic Relations.

8. Members of the family forming part of the household of employees of the Government of the United States assigned to preclearance duties shall be eligible for employment and exempt from any employment and education authorization fees in Sweden.

Article VII

Application of Law and Jurisdiction

1. The United States may in the process of preclearing aircraft, travelers, goods and aircraft stores in Sweden, apply any of its customs, immigration, agriculture, national security, and public health laws and regulations for the purposes of: enforcing such laws and regulations; and establishing and enforcing penalties, forfeitures, and other sanctions for violations of these laws and regulations.

2. For suspected criminal offenses that occur in the preclearance area, a preclearance officer may take actions to suppress the offense, seek assistance of appropriate Swedish law enforcement officers, and maintain the right to act in self-defense and defense of another preclearance officer and others in accordance with Article III(5).

3. Sweden shall permit preclearance officers to search and examine any traveler or other person, except Swedish law enforcement officers, within the preclearance area or as authorized by this

Agreement and to conduct patdown searches and partial body searches of any traveler or person in the preclearance area.

4. The United States shall refer persons to the appropriate authorities of Sweden to assess whether an invasive personal search is appropriate (not including partial body searches, pursuant to paragraph 3 of this Article).

5. Swedish law enforcement officers may, upon request of a preclearance officer, escort a traveler or goods back to the preclearance area in order to facilitate compliance with the requirements of the United States.

6. Sweden shall permit preclearance officers to delay any traveler or person, except Swedish law enforcement officers, in the preclearance area suspected of committing an offense under either the laws or regulations of the United States or of Sweden, and to hold any such person suspected of obstructing a preclearance officer in the exercise of his or her duties. In exercising this authority, a preclearance officer may delay a person who is seeking to withdraw from the preclearance area. A person may only be held by a preclearance officer pending the arrival of a Swedish law enforcement officer and for a period no greater than is necessary to obtain assistance.

7. Sweden shall permit preclearance officers to inspect, examine, search and detain goods, and seize and cause the forfeiture of goods subject to paragraph 10 of this Article.

8. The United States may transfer seized goods to Swedish law enforcement officers.

9. Swedish law enforcement officers may, upon the request of a preclearance officer, seize and confiscate goods, and arrest the bearer of such goods (and any alleged accomplices), if such goods are falsely declared or not declared at the time of preclearance or if possession or exportation of such goods is prohibited under the laws of Sweden.

10. Sweden shall permit preclearance officers to expeditiously seize, and cause the forfeiture to the United States of, goods under the laws and regulations of the United States, if possession or exportation of such goods is not prohibited under the laws of Sweden or if Swedish law enforcement officers decline to initiate enforcement action with respect to such goods. Such seizures shall be subject to the appeal procedures of the United States and shall be conducted consistent with the laws and regulations of the United States.

11. The United States shall, in consultation with Swedish law enforcement officers, reasonably strive to account for the proper preservation of evidence in cases related to alleged violations of laws of Sweden.

12. The United States shall provide reasonable assistance to Sweden in relation to the detection and processing of offenses under the laws of Sweden and in the context of this Agreement and consistent with any applicable law enforcement agreement between the Parties.

Article VIII Operations and Procedures

The Parties agree that any air carrier has the option to request either preclearance or post-clearance, with preclearance being subject to the following conditions:

- a. If an air carrier applies for preclearance, it shall use the established procedure for all individual flight requests. Requests for preclearance service should be made as far in

advance as possible, but not less than 60 days prior to the anticipated initiation of service. The United States may require a reasonable period before extending preclearance service to such air carrier in order to obtain personnel or facilities required by the anticipated changes in service.

b. An air carrier desiring to withdraw entirely from preclearance must give twelve months' notice to both the United States and the Airport Operator, but, upon written consent from them, it may withdraw sooner. An air carrier desiring to withdraw from preclearance only in respect to certain eligible flights must give three months' notice, but, upon written consent from the United States and the Airport Operator, it may withdraw sooner.

c. Preclearance officers may decline to conduct preclearance in respect of any air carrier until the carrier:

i. Has taken the necessary steps to enable it to deny carriage onwards to the United States to anyone found ineligible to travel on a precleared flight;

ii. Has ensured that only goods and merchandise approved by the United States are made available, including for purchase, on board precleared aircraft; and

iii. Has taken the necessary steps to comply with any lawful conditions imposed by the United States.

Article IX Costs

1. The Parties agree that the following conditions shall apply to the payment of the costs referred to in subparagraph 1(m) of Article V:

a. Sweden shall ensure that the responsible entity pays the United States for expenses arising from the provision of preclearance service that has been requested by such responsible entity.

b. The United States shall bill the responsible entity for preclearance services consistent with the understanding reached between the responsible entity and the United States described in Article V(2).

i. The United States shall only bill the responsible entity for the cost of preclearance services that remain unfunded after CBP's application of routine immigration and agricultural user fee collections that are:

(A) currently set forth under 8 U.S.C. 1356(d) and 21 U.S.C. 136a, respectively; and,

(B) paid by passengers traveling through preclearance operations at Stockholm Arlanda Airport.

The United States' funding of such services from those user fees is subject to the amount of collections available to CBP and shall not exceed 50% of the total cost of preclearance services.

ii. The United States intends to consult with the airport operator or other responsible party when determining the appropriate level of staffing to perform preclearance services.

c. Costs of preclearance service performed by the United States shall be determined by the United States in accordance with subparagraph (b) on a periodic basis and shall be submitted via a preclearance bill to the responsible entity consistent with the understanding reached between the responsible entity and the United States described in paragraph 2 of Article V.

d. Notwithstanding subparagraph (c) of this paragraph, the United States reserves the right to issue subsequent preclearance bills to the responsible entity for unforeseen circumstances not captured within the billing process described in subparagraph (b) of this paragraph.

e. Sweden shall ensure that the responsible entity pays the United States for preclearance service costs as described in this Article within 30 days of receipt of the preclearance bill. If requested by the responsible entity within 30 days of receipt of the preclearance bill, the United States shall provide an itemized review of a bill. If billing issues remain unresolved by the consultative group referred to in Article X of this Agreement or otherwise, Sweden shall ensure that the responsible entity pay undisputed costs within 45 days of receipt of the original bill. Notwithstanding this subparagraph or any other provision of this Agreement, all costs of preclearance service disputed as described in this subparagraph shall be due within 60 days of receipt from the original bill and Sweden shall ensure that the responsible entity pay such costs within 60 days of receipt of the original bill.

f. The United States shall not be responsible for any costs, including, accommodation and maintenance costs, for any traveler on a carrier who is refused passage onward by the United States and must be removed to the traveler's point of embarkation; or to the country of which that traveler is a citizen or national, if that traveler is traveling in-transit through the territory of the Host Country.

2. The following conditions shall apply to the payment of the costs referred to in subparagraph 1(k) of Article V of this Agreement:

a. Sweden shall ensure that the provision of the necessary preclearance facilities (including construction, furniture, equipment, and ongoing maintenance) shall be the responsibility of the responsible entity.

b. Such facilities (including furniture and equipment) shall not become the property of the United States but may be retained by the responsible entity.

c. The furniture and equipment purchased by the responsible entity shall not include proprietary items (including data storage devices, software, services, and information reflected in paragraph 6 of Article VI) specified by the United States.

3. Neither Party shall be responsible for costs associated with persons obtaining advice from legal counsel during preclearance operations, if permitted.

**Article X
Consultations**

1. Either Party may request consultations with the other Party on any matter related to this Agreement. Such consultations shall begin within 60 days from the date the other Party receives the request unless otherwise agreed between the Parties.

2. Any issues that arise concerning implementation of this Agreement between the local representatives of the Parties involved in the operation of preclearance shall, in the first instance, be addressed by the local representatives. Issues that cannot be resolved between the local representatives shall be referred by them to a consultative group consisting of representatives of the Parties for resolution.

**Article XI
Entry into Force**

1. This Agreement shall enter into force on the date of the last note in an exchange of diplomatic notes in which the Parties notify each other of the completion of their respective internal procedures necessary for the entry into force of this Agreement. Any annexes constitute an integral part of this Agreement.

2. The Agreement shall continue in force unless it is terminated by either Party, upon twelve months written notice submitted through diplomatic channels to the other Party.

**Article XII
Amendments**

The Parties may amend this Agreement, including any annexes, by mutual written agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Stockholm, on this 4th day of November, 2016, in duplicate in the English language.

For the Government of
the United States of America:

For the Government of
Sweden:

