

## FIXED TERM LEASE AGREEMENT

### EMCDDA

BY AND BETWEEN:

\_\_\_\_\_ with registered office at \_\_\_\_\_  
\_\_\_\_\_ with the registered capital of \_\_\_\_\_ Euros,  
taxpayer n.º \_\_\_\_\_ at the Lisbon Commercial Registry under that sole  
registration and tax number, represented by \_\_\_\_\_ in the capacity of  
Chairman, and \_\_\_\_\_ of the Board, with the necessary powers to  
represent the company, hereinafter designated as

And

**EUROPEAN MONITORING CENTRE FOR DRUGS AND DRUG ADDICTION**, hereby  
represented by Mr Wolfgang Götz, in his respective capacity of Director, with powers to  
bind such entity, hereinafter designated as "**EMCDDA**";

### WHEREAS:

- A.** Following the Decision from the Council of the European Union of 29 October, 1993, the Government of the Portuguese Republic entered into a Protocol with EMCDDA on 26 June 1996 for the establishment of the EMCDDA headquarters in Lisbon, which was published through Notice no. 113/1998 of the Ministry of Foreign Affairs, published in the Official Gazette n.º 124, I Series-A, on 29 May 1998 (the "Notice");
- B.** The Government of the Portuguese Republic also entered into a memorandum of understanding with the European Maritime Safety Agency (EMSA) and EMCDDA on July 28, 2004, published in the Official Gazette n.º 224, I Series-A, on 22 September 2004, for the establishment of the EMSA and EMCDDA headquarters in Lisbon (the "MOU");

- C. [ ] agreed to be bound by the terms of the MOU through a communication dated of August 6 2004;
- D. In accordance with the MOU referred above, [ ] and EMCDDA agreed to enter into this lease agreement regarding the lease of the headquarters of EMCDDA in a plot of land with approximately 30.000 square meters, located between Cais do Sodré and Avenida da Ribeira das Naus, in Lisbon, subject to the ownership regime of port-based public domain under the jurisdiction of [ ] Including the Relógio Building, as defined below;
- E. The construction of the building where the headquarters of EMCDDA will be located (the "EMCDDA Building", as defined in Clause 1 below) has now been concluded in accordance with the terms and conditions set forth in the MOU, having the License of use n.º 314/UT/2008 been issued by the Municipality of Lisbon, on October 28, 2008;
- F. Nevertheless, there are several complementary works that must still be carried out so that EMCDDA can occupy the Leased Premises as per the current Community standards, which performance has been subject of an agreement between the Parties, reflected in Clause 10 hereinbelow;
- G. Article 4 of the MOU establishes that in the lease agreement referred to in Article 3 of the MOU, [ ] shall establish that the monthly lease price is 15,50 euro per square meter and 100,00 euro per parking space, and which already includes the services (cleaning, maintenance and security);
- H. The Parties have agreed that the amount of the above mentioned services corresponding to cleaning, maintenance and security is of 3,00 euro per square meter. As for the partial amounts corresponding to the rent (excluding the services) and to the parking spaces, they are to be annually updated according to the coefficient for the increase of rent, determined by the National Statistics Institute ("Instituto Nacional de Estatística") or any other index that may replace it in the future, which the parties have agreed to occur from January 1, 2007 onwards<sup>1</sup>;

<sup>1</sup> For working purposes:

RdN: Rent calculation (value excluding the services)		
Year	Legal Index	Price/m <sup>2</sup>
2006	100	€ 12.50
2007	1.031	€ 12.89
2008	1.025	€ 13.21
2009	1.028	€ 13.58

- I. Notwithstanding the previous paragraphs, the Parties have also agreed that there are certain areas in the Leased Premises that should benefit from a rent reduction, due to the fact that these are not usable office space, but technical spaces and exterior spaces and therefore should not be charged at the same rate as the office space, and should therefore be calculated in accordance with the following criteria: office space - 100%, technical space - 50%, exterior space - 25%;

The Parties hereby enter into this fixed term Lease agreement, under articles 1108º and following of the Portuguese Civil Code, as amended by Law n.º 6/2006, of February 27, which has approved the New Urban Lease Regime ("NRAU"), and in accordance with the following terms and conditions:

#### Clause 1

##### (Definitions)

1. In this Lease Agreement, the words and expressions hereunder shall have the meaning set forth below, unless the contrary arises from the context:
  - a) "**Business Day**" means any day on which the Banks are open in Lisbon;
  - b) "**Commencement Date**" means the date from which this Lease Agreement is effective, within the terms set forth in Clause 3;
  - c) "**Complementary Works**" means the works indicated in Annex 13;
  - d) "**EMCDDA Building**" means the building built on the plot of land referred to in Whereas D above, with a total area of 4.400,27 square meters, where the EMCDDA headquarters will be located, and which includes the following areas, in accordance with the plans and specifications attached to this Lease Agreement as Annexes 1 to 3:
    - **EMCDDA Building Office Space** with an area of 4.094,59 square meters as identified in purple in Annexes 1 to 3;
    - **EMCDDA Building Technical Space** with an area of 73,58 square meters as identified in blue Annexes 1 to 3;

- **EMCDDA Building Exterior Space** in the courtyard of the EMCDDA Building with an area of 232,10 square meters, as identified in green in Annex 1;
  - **Parking spaces** in a total of 90, of which 61 are underground parking and 29 are exterior parking spaces, identified in green in Annex 7.
- e) **"EMSA Building"** means the building where the EMSA headquarters will be installed on the plot of land referred to in Whereas D above, next to the EMCDDA Building, and is identified in the plans attached to this Lease Agreement as Annexes 8 to 12;
- f) **"Lease Agreement"** means this fixed term lease agreement concerning the EMCDDA Building, the Relógio Building and the parking spaces allocated to the EMCDDA, and respective Annexes 1 to 14;
- g) **"Leased Premises"** means the EMCDDA Building, the Relógio Building and the parking spaces ;
- h) **"Party"** or **"Parties"** means each or EMCDDA, when referred to separately, or and EMCDDA when referred to together;
- i) **"Relógio Building"** means the building with a total area of 2.119,82 square meters, for the use by EMCDDA, with the License of Use n.º 314/UT/2008 issued by the Municipality of Lisbon, on October 28, 2008, located in the plot of land mentioned in Whereas D above, and which includes the following areas:
- **Relógio Building Office Space** of 1.751,38 square meters, identified in purple in Annexes 4 to 6;
  - **Relógio Building Technical Space**, of 360,01 square meters, identified in blue in Annexes 4 to 6;
  - **Relógio Building Exterior Space** surrounding the Relógio Building of 8,43 square meters, identified in green in Annexes 4 to 6.
- j) **"Rent"** means the monthly global rent to be paid by EMCDDA under this Lease Agreement, in the global amount of 90.560,71 euros, which already excludes the amount of 3,00 Euro per square meter concerning the Services, as specified in Clause 7 below, and which is composed of the following amounts per square meter and partial rent amounts:

**i) EMCDDA Building**

- EMCDDA Building Office Space, in the amount of 13,58 Euro per square meter, and total amount of 55.602,73 euro;
- EMCDDA Building Technical Space, in the amount of 6,79 euro per square meter, and total amount of 499,59 euro;
- EMCDDA Building Exterior Space, in the amount of 3,39 Euro per square meter, and total amount of 787,95 euro;
- 61 Underground Parking Spaces, in the amount of 108,64 Euro per parking space, and total amount of 6.626,82 euro;
- 29 exterior Parking Spaces, in the amount of 27,16 Euro per parking space, and total amount of 787,64 euro;

**ii) Relógio Building**

- Relógio Building Covered Space, in the amount of 13,58 Euro per square meter, and total amount of 23.782,97 euro;
- Relógio Building Technical Space, in the amount of 6,79 Euro per square meter, and total amount of 2.444,39 euro;
- Relógio Building Exterior Space, in the amount of 3,39 euro per square meter, and total amount of 28,62 euro;

k) **"Services"** means the services concerning the cleaning, security and janitor services of the Leased Premises;

l) **"Regular user maintenance"** means the regular maintenance required to maintain the Leased Premises, including its equipment and special installations (notably water, gas, electricity and sewage system equipment, as well as elevators and AVAC) in good working order, save for the deterioration caused by normal wear and tear;

m) **"Structural maintenance"** means the maintenance and repair works required:

- l) to ensure the integrity of the Leased Premises (notably roof, facades, walls, floors, foundations, protection against flooding and water ingress, etc.);

- ii) to ensure the replacement of equipment and special installations (notably water, gas, electricity and sewage system equipment, as well as elevators and AVAC) once these have come to the end of their economic lifecycle, or have become dysfunctional due to normal wear and tear;
  - iii) as well as the maintenance required to keep the outdoor areas belonging to the Leased Premises i.e. the gardens, the pavements and the areas open to the public in general, as identified in the plans attached as Annexes 4, 8, 12 and 13 in good condition, safe and clean.
- 2. References to Clauses, paragraphs and Annexes shall be construed as references to clauses, paragraphs or annexes in this Lease Agreement.
  - 3. Words in the singular form shall include the plural form and vice versa wherever the context so requires.
  - 4. Titles are used merely for convenience purposes.

## Clause 2

### (Object)

- 1. Under the terms of this Lease Agreement,        leases to EMCDDA, and EMCDDA leases from        the Leased Premises, in accordance with the plans and specifications attached to this Lease Agreement as Annexes 1 to 7, with the global area of 6.520,09 square meters (detailed calculation attached as Annex 14) and 90 parking spaces (underground and exterior), and which shall be considered as the relevant area for the purposes of this Lease Agreement, notably the calculation of the Rent.
- 2. The Leased Premises must be equipped, where applicable, with all cabling required for the proper electronic and computer based functioning of the equipment to be installed, with due regard for grade A specifications of international offices, with individual and collective offices and meeting rooms, satisfying prevailing Community norms and with direct sunlight from the exterior.
- 3. The Leased Premises are leased under this Lease Agreement in the state and conditions at the date of delivery to EMCDDA and in accordance with the specifications set forth in the MOU and in this Lease Agreement, as per the Delivery Minutes defined in Clause 4 below.

4. A part of the Relógio Building corresponding to 673,25 sqm, as identified in purple with stripes in Annexes 4 to 5, shall only be a part of the Leased Premises and thus immediately subject to this Lease Agreement from the 13th month of the commencement date of the Lease agreement, and as such no alteration of this agreement is required.
5. undertakes to lease 29 reserved parking lots in the underground garage to be constructed between the EMSA building and Praça do Comércio as soon as it is completed. These parking spaces will be leased or subleased to EMCDDA at the same rental price applicable to the underground parking in the EMCDDA compound. They shall replace the exterior parking spaces under Clause 1, I).

### **Clause 3**

#### **(Commencement Date)**

1. The Commencement Date shall be May 1, 2009.
2. If the Complementary Works are not carried out to the satisfaction of EMCDDA until July 31, 2009 as per the terms and conditions set forth in Clause 10 hereinbelow, shall pay to EMCDDA a weekly penalty of 230,04 euro, until the Complementary Works are actually carried out to the satisfaction of EMCDDA. If the delay exceeds 4 weeks after July 31, 2009, shall pay a monthly amount of 50% of the rent.

### **Clause 4**

#### **(Purpose and Delivery)**

1. The EMCDDA Building shall only be used for the installation and operation of the headquarters of the EMCDDA, as well as parking of EMCDDA's personnel and visitors. EMCDDA may not use the EMCDDA Building for any other purpose.
2. The Relógio Building shall be for use by EMCDDA and other entities, as authorised in Clause 14. The conditions of use shall be subject to an agreement between EMCDDA and any authorised entities in accordance with said Clause.

3. Within a maximum of two weeks after the conclusion of the Complementary Works, as per Clause 3 above, a joint inspection of the Leased Premises shall be carried out by   (or by whom the latter may indicate) and EMCDDA (or by whom the latter may indicate), in order for the Parties to confirm that the Leased Premises have been built in accordance with the terms set forth in this Lease Agreement, and that the Complementary Works are carried out to the satisfaction of EMCDDA. A report of such inspection, stating the condition of the Leased Premises at such date, including a photographic schedule of the condition of the Leased Premises shall be drawn up and acknowledged by both Parties (the "Delivery Minutes").
4.   (or by whom the latter may indicate) shall convene EMCDDA to such inspection with a prior notice of 5 (five) working days from the finalization of the Complementary Works.
5. For the purpose of the previous numbers, the parties agree that the areas of the EMCDDA Building and Relógio Building, as defined above in this Agreement, are binding for both notably for the purposes of calculation of the Rent.

#### **Clause 5**

##### **(Term)**

1. This Lease Agreement shall be in effect for a period of 25 years, starting as of the Commencement Date, renewed for equal periods of 25 years under the same terms and conditions, unless either Party opposes to its renewal, in accordance with the following numbers.
2. The opposition to the renewal ("oposição à renovação") of this Lease Agreement by any of the Parties must be notified to the other Party with a prior written notice of 180 (one hundred and eighty) days before the end of its term or any of its renewals.
3. The opposition to the renewal of this Lease Agreement pursuant to the previous paragraphs 1 and 2 of this Clause does not entitle any of the Parties to receive any compensation or be indemnified by the other Party.
4. It is hereby expressly agreed and understood between the Parties that none of the Parties shall be entitled to unilaterally terminate ("denunciar") this Lease Agreement



during the initial term mentioned in number 1 above, without prejudice to paragraph 6 below.

5. As of the beginning of the 26th year of duration of this Lease Agreement, only EMCDDA shall be entitled to unilaterally terminate the Lease Agreement ("denúncia"), by giving a prior notice of 180 days from the date such termination becomes effective.
6. Notwithstanding the above paragraphs, it is hereby expressly agreed and understood between the Parties that EMCDDA shall be entitled to unilaterally terminate ("denunciar") this Lease Agreement before the end of its term or any of its renewals, with a prior written notice of 180 (one hundred and eighty) days, given one of the following conditions:
  - i) A decision from the competent authorities of the European Union;
  - ii) If EMCDDA is faced with the need of expansion and the Leased Premises do not abide with the said expansion or become unsuitable for EMCDDA.
7. The unilateral termination of this Lease Agreement pursuant to the previous paragraphs 5 and 6 does not entitle any of the Parties to receive any compensation or be indemnified by the other Party.
8. In case of a termination of this Lease Agreement by EMCDDA under paragraph 2, either by unilateral termination or opposition to the renewal, undertakes to first offer the Leased Premises, on equal conditions to EMSA before considering an alternative tenant.
9. In case of the termination of the lease agreement between and EMSA covering the EMSA Building and the "Conference Centre Building", undertakes to first offer these premises on equal conditions to EMCDDA before considering an alternative tenant.

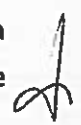
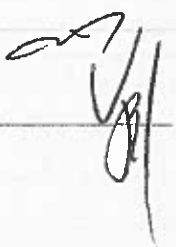
#### Clause 6

##### (Rent)

1. The Rent shall be paid on the 8th day of the month prior to the month for which it is due or on the first Business Day immediately after such day, should the 8th not be a Business Day, by bank transfer to the bank account of with NIB at other account notified by to EMCDDA, in writing, at least 30 (thirty) days before the envisaged change.

2. The rent shall be due from 1 (one) year after the Commencement date, the first rent to be paid on 8 May 2010, referring to the months of May and June 2010, and shall be paid in accordance with paragraphs 1 and 4.
3. The rent for the second year of occupation shall be updated by on each anniversary of the Lease Agreement, starting on the second anniversary of the Commencement Date, by applying the *coefficient for rent annual increase*, determined by the National Statistics Institute ("Instituto Nacional de Estadística") or any other index that may replace it in the future. For such purpose, shall notify EMCDDA in writing at least 60 (sixty) days before the beginning of the new rent, indicating the amount of the new rent and respective index.
4. Notwithstanding the provisions included in the previous numbers, during the first year of this Lease Agreement, counted from the Commencement Date, the use of the Leased Premises shall be free of charge, notwithstanding the provisions of no. 4 of Clause 2. For the avoidance of doubt, it is hereby agreed between the Parties that the first two Rents shall be due on the same month the Commencement Date occurred, on the following year, concerning the month in question and the subsequent month.

#### Clause 7 (Maintenance and Services)

1. shall be responsible for the structural maintenance of the Leased Premises to ensure the integrity of the buildings and the good working conditions of its installations. This shall include the replacement of elements of the building and its special installations at the end of their useful lifetime and any other maintenance required that goes beyond regular user maintenance.
  2. EMCDDA shall be responsible for regular user maintenance of the Leased Premises. It shall thereto under its own responsibility enter into the relevant service agreements with competent specialised maintenance companies.
  3. EMCDDA shall be responsible for the cleaning, security and janitor services required to ensure the proper functioning of the Leased Premises. It shall thereto under its own responsibility enter into the necessary service agreements with relevant service providers.
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4. [redacted] shall be responsible for the maintenance of the outdoor areas, such as gardens and pavements, which are open to the general public.
5. During the first year of the lease, as of the Commencement Date, [redacted] shall provide to EMCDDA free of charge the services for security and regular user maintenance.
6. Should there be a need for maintenance works and the Parties do not agree whether this maintenance falls within the scope of responsibility of [redacted] or EMCDDA, the dispute may be referred for arbitration to a civil engineering consultancy company appointed jointly by the Parties. In case of failure of the arbitration and persistence of the dispute, the matter may be referred to the Court of Lisbon.

#### **Clause 8**

##### **(Effectiveness of the Maintenance Services)**

1. In the event that it becomes necessary to proceed with structural repairs and/or replacement of equipment and machinery installed in the Leased Premises, EMCDDA will notify [redacted] after becoming aware of such necessity by means of written notice by registered letter within 1 (one) month upon becoming aware thereof.
2. After receiving the written notice, [redacted] undertakes to start perform the necessary works whenever possible within 60 (sixty) Business Days in order to ensure continuity of service. EMCDDA recognizes the fact that [redacted] is obliged to observe procurement rules that in some circumstances require a longer preparation time. [redacted] will cooperate with EMCDDA and do its utmost to ensure continuity of service under all circumstances, if necessary by reverting to adequate interim measures.
3. [redacted] must indemnify EMCDDA against any damages, loss or liability incurred by EMCDDA as a result of not performing the necessary works.

#### **Clause 9**

##### **(Interest)**

If EMCDDA defaults in the payment when due of any sum payable under this Lease Agreement (whether determined by agreement or pursuant to an order of a court or otherwise) the liability of EMCDDA shall be increased to include interest on such sum from [redacted]

the date when such payment is due until the date of actual payment (as well after as before judgement) at the legal rate for late payment.

## Clause 10

### (Complementary Works)

1. shall carry out the Complementary Works as indicated in Annex 13, in the total amount of 230.036,37 euro, as per Clause 3 hereinabove.
2. The EMCDDA shall participate in the expenses endured by with the Complementary Works with 84.018,19 euro. Part of this amount - 31.028,41 euro - will be deducted from the services paid by during the first year as in Clause 7 above.
3. shall cooperate with the EMCDDA in the adoption and implementation of measures concerning an efficient energy use in the Leased premises, including but not limited to the installation of solar collectors. EMCDDA shall be responsible to obtain all licenses and approvals from the competent authorities and shall bear all costs arising there from, including the contracting of an insurance policy covering the civil liability arising from the installation of the equipment.

## Clause 11

### (Works)

1. EMCDDA shall not carry out any works to the Leased Premises without the prior written approval of , such approval not to be unreasonably withheld, except for minor adaptations, such as changes to internal partitioning, cabling, lighting and similar which are hereby authorised by . The approved works will be the responsibility of EMCDDA and once they have been executed they shall become an integral part of the Leased Premises and EMCDDA waives any right of retention or claim for compensation.
2. For the purposes of the previous number, EMCDDA shall deliver to plans of the envisaged works before the respective commencement, in order that the latter may approve the same, obtain the necessary permits for the works (municipal,

administrative or other) and pay all costs incurred, regarding licence fees and administrative costs.

3. approval of the plans of the envisaged works must occur within 30 (thirty) business days of the reception of said plans and any refusal must be duly and reasonably justified in the respective notice sent to EMCDDA.
4. If EMCDDA wishes to carry out any works to the technical installations in the Leased Premises (including, but not limited to, water, sewage, electrical installations, air conditioning, ventilation and security) it will provide full details to and will, at EMCDDA's expense, evaluate the proposed changes or additions and the works will not be carried out other than in accordance with the method and proposals approved by , but any refusal from to perform these works must be duly and reasonably justified in the respective notice sent to EMCDDA. EMCDDA will be responsible for all costs in this respect and will carry out the works under the supervision of
5. Except for the Maintenance, which shall be secured by , and within the scope of the Services, EMCDDA shall be responsible for maintaining the Leased Premises in a good state of repair, including the materials, special installations and equipment therein, and shall bear the cost of any repair or maintenance works required either during this Lease Agreement or at the time the Leased Premises are returned to upon the end of the term of this Lease Agreement.
6. Except for the Maintenance, any works to be done in the Leased Premises related to the ordinary conservation and to the benefit of the Leased Premises are of the responsibility of the EMCDDA, who shall bare the respective costs and without the right to claim any compensation or indemnity from . authorization shall not be required in these cases.

## Clause 12

### (Hand Back of the Leased Premises)

1. At the end of the fixed term set forth in Clause 5 above or earlier termination of the Lease Agreement, EMCDDA shall hand back the Leased Premises in the same state and condition as it was in at the Commencement Date, excluding normal wear and tear, in accordance with the purpose of this Lease Agreement. EMCDDA is, however, not obliged

to reinstate those parts of the Building that have been modified in line with the provisions of this Lease Agreement.

2. For the purposes of paragraph 1 above        shall be entitled to review the state of the Leased Premises 60 (sixty) days prior to the termination of this Lease Agreement, and the Parties shall agree upon its condition and the works required, if any.
3. During the last sixty (60) days of the Lease Agreement        or a person appointed by        , shall be allowed to enter the Leased Premises with third parties, as long as EMCDDA is notified forty eight (48) hours in advance.
4. EMCDDA will be liable for all damages caused within the Leased Premises resulting from gross negligence or default of any employee of EMCDDA or companies appointed by EMCDDA.

### **Clause 13**

#### **(Insurance)**

1. EMCDDA shall keep an all-risk insurance policy, including civil liability, in respect of the contents of the Leased Premises, during the duration of the Lease Agreement.
2.        shall keep the following insurance:
  - a) Patrimonial Damage insurance policy in respect of the structural elements of the Leased Premises which will include:
    - Seismic risk;
    - Fire, explosion and strike of lightning;
    - Storms, floods, tidal waves, water damage;
    - Landslide and subsidence;
  - b) General Third Party Liability policy in respect of claims arising from Lender condition.
3.        shall not be liable for any damages within the Leased Premises, unless the same result from structural elements.

#### **Clause 14**

##### **(Subletting and Assignment)**

1. EMCDDA shall be entitled to grant the use of the entire or part of the Leased Premises, notably by subletting to other European Institutions or bodies related to them with previous notification to .
2. EMCDDA is hereby authorised to grant the use or sublet the Relógio Building or any part of the Leased Premises to EMSA and to the Jacques Delors European Information Centre – Ministry of Foreign Affairs.

#### **Clause 15**

##### **(Additional Office needs, sub-letting)**

1. Should it occur that EMCDDA needs additional office space during the duration of this Lease Agreement the Parties shall seek to find a solution for the creation of additional space on or nearby the Buildings.
2. Should this turn out to be impossible the Parties will seek assistance from the Portuguese Government to find a solution.
3. Without prejudice of EMCDDA's unilateral termination right as set forth in number 6 of Clause 5 hereinabove, should there not be a practicable and reasonable solution found within an acceptable delay, EMCDDA may decide to move (parts of) its headquarters to another building in Lisbon and sublet office space covered by this Lease Agreement for the same rent to a third party. In this case the EMCDDA shall inform so that may propose a suitable sub-lessee.
4. Should not propose a suitable sub-lessee within 6 months from receipt of such notice, the EMCDDA shall be free to sub-let office space covered by this Lease Agreement to any third party of its choice, subject to the agreement of EMSA to this Lease Agreement provided that EMCDDA remain responsible for the payment of the rent to

## **Clause 16**

### **(Removal of the Buildings from the public domain regime)**

In the event that the EMCDDA so requests it pursuant to Clause 17 hereinbelow, shall start all the necessary legal and administrative procedures so that the Leased Premises are removed from the port-base public domain regime to allow the sale according to Clause 17.

## **Clause 17**

### **(Sale of the Buildings)**

1. Notwithstanding Clause 16 and the provisions included in the following numbers of this clause, undertakes to sell to EMSA and/or EMCDDA the buildings built on the plot of land described in Whereas D) above (the "Buildings") and to transfer full ownership of such Buildings, free from any mortgage, lien, charge and any other right of third parties, except for the existing leases with EMSA and/or EMCDDA.
2. Such right of EMSA and of EMCDDA to purchase may be exercised at any time during the Lease Agreement provided the Portuguese Government has removed the Buildings from the public domain as per Clause 16 hereinabove, and the remaining conditions for such purpose described in this Clause are fulfilled.
3. The right to purchase all the Buildings may, alternatively, be exercised (i) jointly by EMSA and EMCDDA; or (ii) each of EMSA and EMCDDA concerning each of the Buildings leased by such Agencies and together the Conference Centre and the Relógio Building, or (iii) solely by either EMSA or EMCDDA in case the other Agency is not interested in such purchase;
4. The purchase price to be paid for the Buildings shall be subject of negotiations between the Parties, taking into consideration the economic and financial balance of the investment according to the following factors:
  - i) the market price of the buildings and of the concerned area of the plot of land at the time of the expected sale ;
  - ii) the total investment and the financial costs carried out by
  - iii) the depreciation of the total investment.



iv) the maintenance and Insurance costs;

v) the rents received until then by      from the relevant purchaser party;

5. If the right to purchase the Buildings is exercised by EMSA and/or EMCDDA in accordance with the previous numbers, and if necessary,      undertakes to legally structure the EMSA Building, the EMCDDA Building, the Relógio Building and the Conference Centre into 4 different autonomous and saleable real estate units, one per each Building ("propriedade horizontal" under articles 1414 to 1438-A of the Portuguese Civil Code), provided that such structure complies with the relevant legal requirements and that all the necessary approvals, permits and licenses from the competent authorities for such structure are obtained.
6. In case it is not legally possible to implement the structure mentioned in the previous number,      shall only be bound to sell and EMSA and EMCDDA shall only be entitled to purchase, all the Buildings jointly in which case they shall become owners of the Buildings in joint ownership under the terms of articles 1403 to 1413 of the Portuguese Civil Code.

#### **Clause 18**

##### **(Variation)**

No variation of this Lease Agreement shall be effective unless in writing and signed by or on behalf of each of the Parties.

#### **Clause 19**

##### **(Contractual Expenses)**

1. Save as expressly provided otherwise in this Lease Agreement or by Law, each of the Parties shall bear all its or his own legal, accountancy and other costs and expenses incurred in connection with this Lease Agreement.
2.      shall pay the stamp duty fees concerning this Lease Agreement.

**(Notices)**

2/11/19

## **Clause 21**

### **(Severance)**

If any term or provision in this Lease Agreement is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Lease Agreement but the enforceability of the remainder of this Lease Agreement shall not be affected, unless the Parties would not have entered into this Lease Agreement should they have been aware of such illegality or unenforceability.

## **Clause 22**

### **(Annexes)**

The following Annexes are attached to this Lease Agreement, and form an integral part thereof:

Annexes 1 to 3 – Plans and specifications of the EMCDDA Building

Annexes 4 to 6 – Plans and specifications of the Relógio Building

Annex 7 – Plans and specifications of the Underground Parking

Annexes 8 to 12 – Plans and specifications of the EMSA Building

Annex 13 – Indication of the Complementary Works

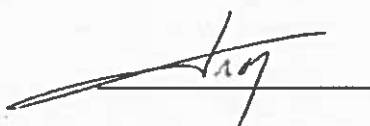
Annex 14 – Table with calculation of the Rent per type of area

## **Clause 23**

### **(Applicable law and disputes)**

1. This Lease Agreement and the obligations undertaken by the Parties shall be governed by and construed in accordance with Portuguese law.
2. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, or the legal relationships established by this Agreement, shall be submit to the exclusive jurisdiction of the Court of Lisbon.

3. This Lease Agreement was negotiated and concluded in English. A Portuguese version of this Agreement has been agreed between the Parties. Both versions are equally valid.
4. This Lease Agreement was concluded in Lisbon, on 1 May 2009 in three original documents of equal legal force one for each party, and the third to be delivered to the competent tax authorities.



Name:

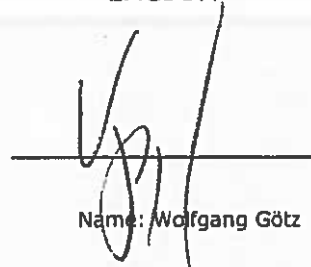
Capacity:



Name:

Capacity:

EMCDDA



Name: Wolfgang Götz

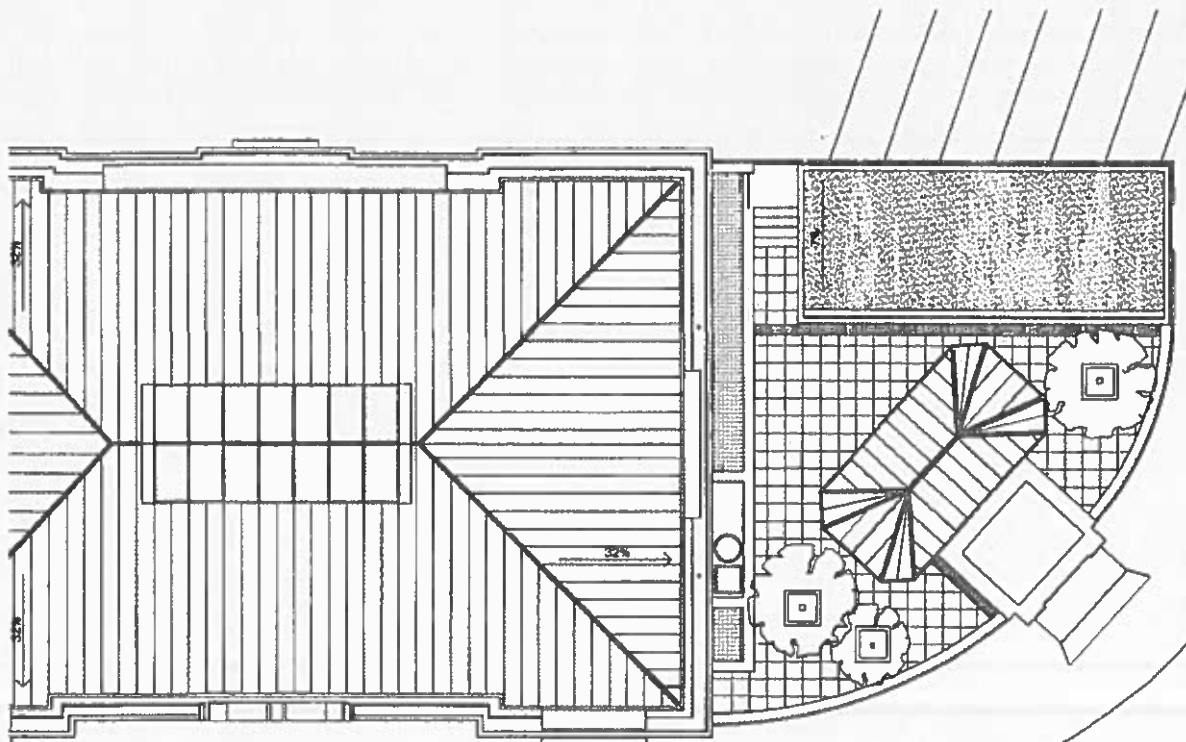
Capacity: Director



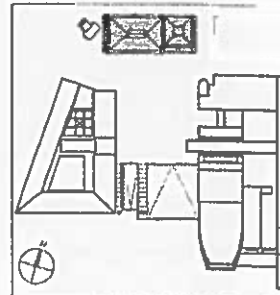








PLANTA DE COBERTURA



# COBERTURAS

## 11 - INSTALAÇÕES TÉCNICAS

### PISO -1

#### 1 - CARGA E DESCARGA

1.1 - Casa de Embarque	
1.2 - Recepção de Serviço / Distribuição	06.0
1.3 - Armazém I	05.0
1.4 - Armazém II	

#### 2 - INSTALAÇÕES TÉCNICAS

2.1 - Pátio Descoberto - AVAC	52.7
2.2 - Grupo de Emergência	23.4
2.3 - UTA	51.4
2.4 - Central Térmica	15.3
2.5 - Tomada de Ar	42.0
2.6 - Ventilação do Estacionamento	31.5
2.7 - Apoio às Instalações Técnicas / Reserva	58.4

#### 3 - APOIO À CANTINA

3.1 - Terra e Vasilhame	06.8
3.2 - Armazém III (Produtos de Limpeza)	03.7
3.3 - Lixo Orgânicos	12.0
3.4 - Gabinete de Controle	07.1
3.5 - Pré-Preparações	12.4
3.6 - Acesso ao Apoio de Cozinha	
3.7 - Ensecadeiras	11.1
3.8 - Armazém Frio	11.1
3.9 - Câmara Fria Positiva (Peixe)	02.3
3.10 - Câmara Fria Positiva (Carne)	02.8
3.11 - Câmara Fria Positiva (Fruta e Legumes)	02.5
3.12 - Câmara Fria Positiva (Congelados)	10.7
3.13 - Câmara Fria Positiva (Lactínicos)	05.0
3.14 - Reserva de Material	22.3
3.15 - Reserva de Roupa (Coxilha)	22.4

#### 4 - APOIO GERAL

4.1 - Acesso ao Estacionamento	
4.2 - Armazém IV (Móvel Geral)	10.5
4.3 - Armazém V (Móvel Cozinha)	15.8
4.4 - Armazém VI (Material de Limpeza)	05.1
4.5 - Reparação (Centro Jacques Delors)	42.0
4.6 - Arquivo (Centro Jacques Delors)	73.5
4.7 - Vestiários / IS (Homens)	28.0
4.8 - Vestiários / IS (Mulheres)	25.0
4.9 - UPS	05.7

ESCADAS	ELEVADORES	DL	VE
---------	------------	----	----

P/E1	P/E1.1	DL	
P/E2	P/E1.2	DL	
	P/E1.3	DL	
	P/E1.4	DL	

0 1 2 m

Projeto

Realização do Projeto: Plano de Centro de Informação Europeia Jacques Delors e de os Serviços Comuns do AEMAC/CEIT

Revisão do Projeto: Última

Junho de 2011

ANEXO

Arquitetura

Manuel Teixeira, arquiteto

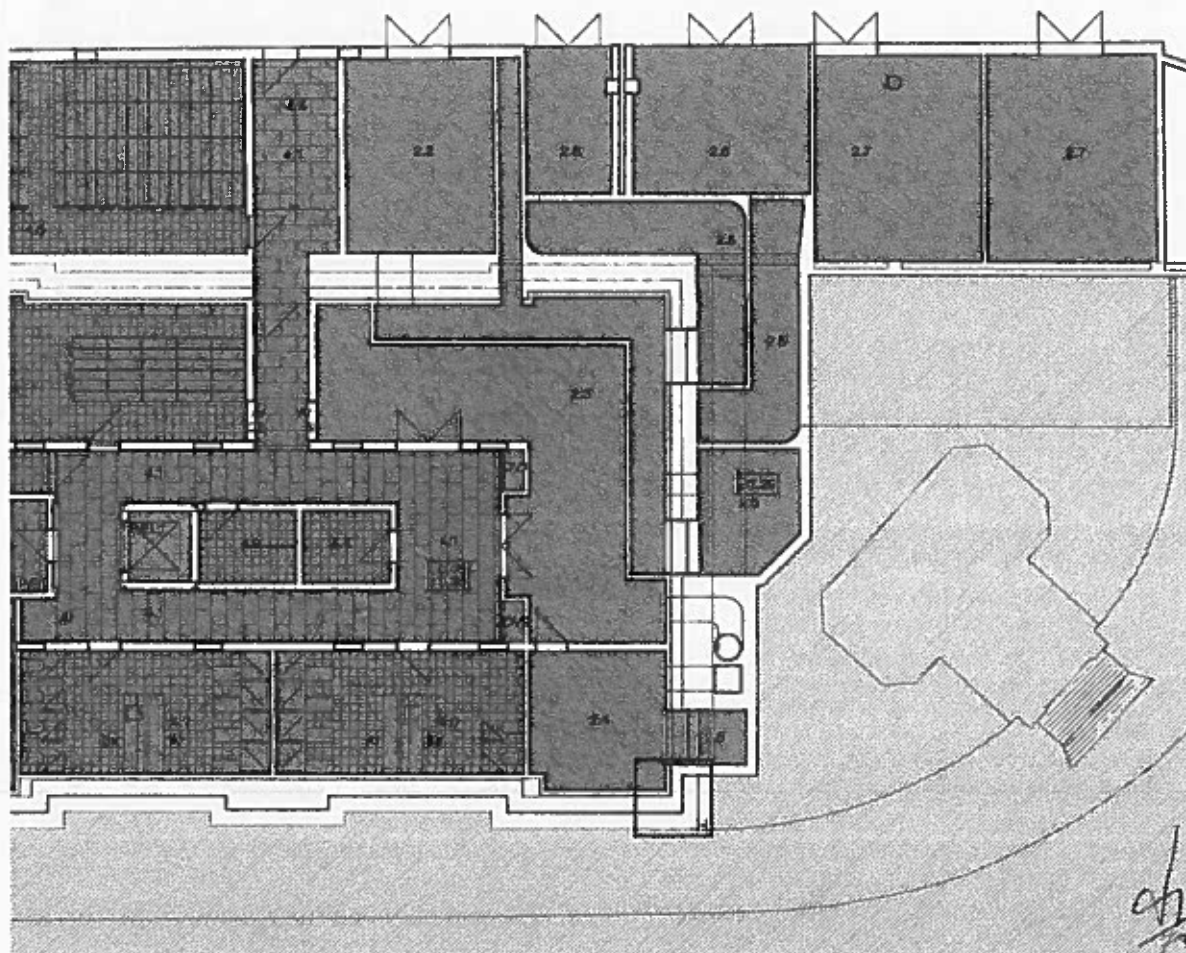
Alfonso Marques P. arquiteto

Arquitetura

Arq. Tânia Clemente Arq. Helena Aguiar Arq. Elv. Daniela Gomes

Plano de Cobertura e do Piso -1, 1/100

1/100 1/20 P05



PISO -1



**PICO 9**

## 5 - ACESSO GERAL

5.1 - Antecâmara de ingresso (Lado Água)	08.90m
5.2 - Antecâmara de ingresso (Lado Terra)	08.10m
5.3 - Ingresso da Praça	
5.4 - Ingresso da Rua	
5.5 - Átrio Principal / Balcão de Recepção	
5.6 - Central de Segurança	21.00m
5.7 - IS Senhoras	07.50m
5.8 - IS Homens	07.50m

#### 8 - CENTRO JACQUES DELORS

8.1 - Medicina (Leitura)	42,50R
8.2 - Medicina (Multimídia)	40,40R
8.3 - Secretariado	19,50R
8.4 - Gabinete I	20,10R
8.5 - Gabinete II	22,50R
8.6 - Gabinete III	20,20R
8.7 - Sala de Servidores e segurança	13,00R
8.8 - Sala de Reuniões (45 Pessoas)	57,80R

## 7 - ACESSO RESTRITO

7.1 - Pátio de Serviço	35,70m
7.2 - Pátio de Resguardo	23,20m
7.3 - Ingresso de Serviço	
7.4 - Distribuição	

ESCADAS	ELEVADORES	DUC. VER
P/E1	P/EL1	DV1
P/E2	P/EL2	DV2
	P/EL3	DV3
	P/EL4	DV4
		DV5

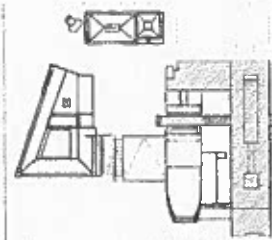
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|---|------------------------------|
|  | BETÃO ARMADO                 |
|  | PARDE DE EXISTENTE           |
|  | ALVENARIA DE TIJOLO          |
|  | ISOLAMENTO TÉRMICO           |
|  | MOSAICO CERÂMICO             |
|  | REVESTIMENTO EM GESSO CARTÃO |
|  | MADEIRA PARA PINTAR          |
|  | PAINEL SANDWICH (EUROANEL)   |

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[illegible]

1000 A-005

ANEXO 9

**Policy Group**

James M. Smith

2004 2004

**NEXO 9**

Long, L. 1993. *Whiptail*

ing. *Thymus* *supra*  
 200. *Thymus* *supra*

**Abstract** *Background:* The purpose of this study was to determine the prevalence of self-reported depression and anxiety among a sample of young adults in the United States. *Methods:* Data were obtained from the 2004 National Survey of Adolescent Health, a nationally representative survey of 10,000 young adults. *Results:* The prevalence of self-reported depression was 10.1% and the prevalence of self-reported anxiety was 11.2%. *Conclusions:* The prevalence of self-reported depression and anxiety among young adults in the United States is high. *Keywords:* Depression, Anxiety, Prevalence, Young Adults.

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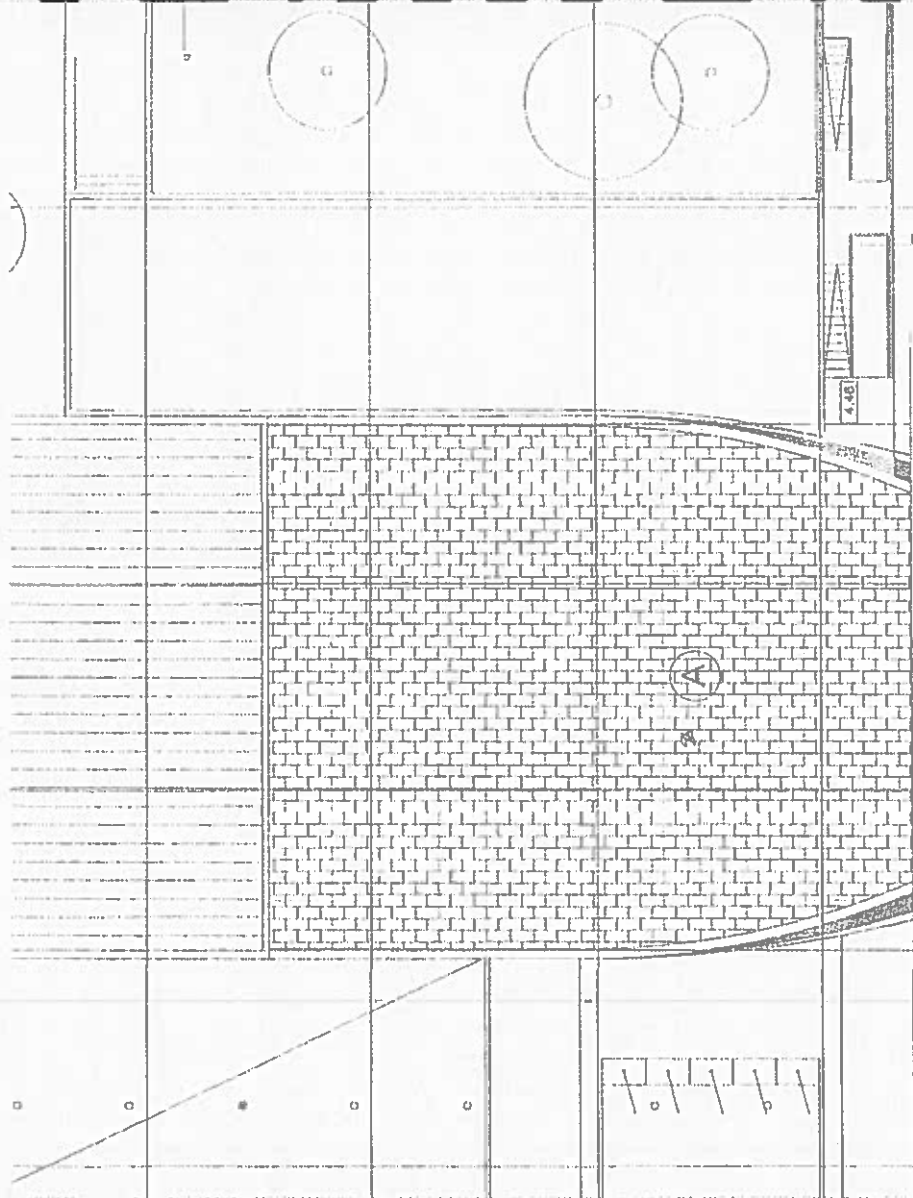
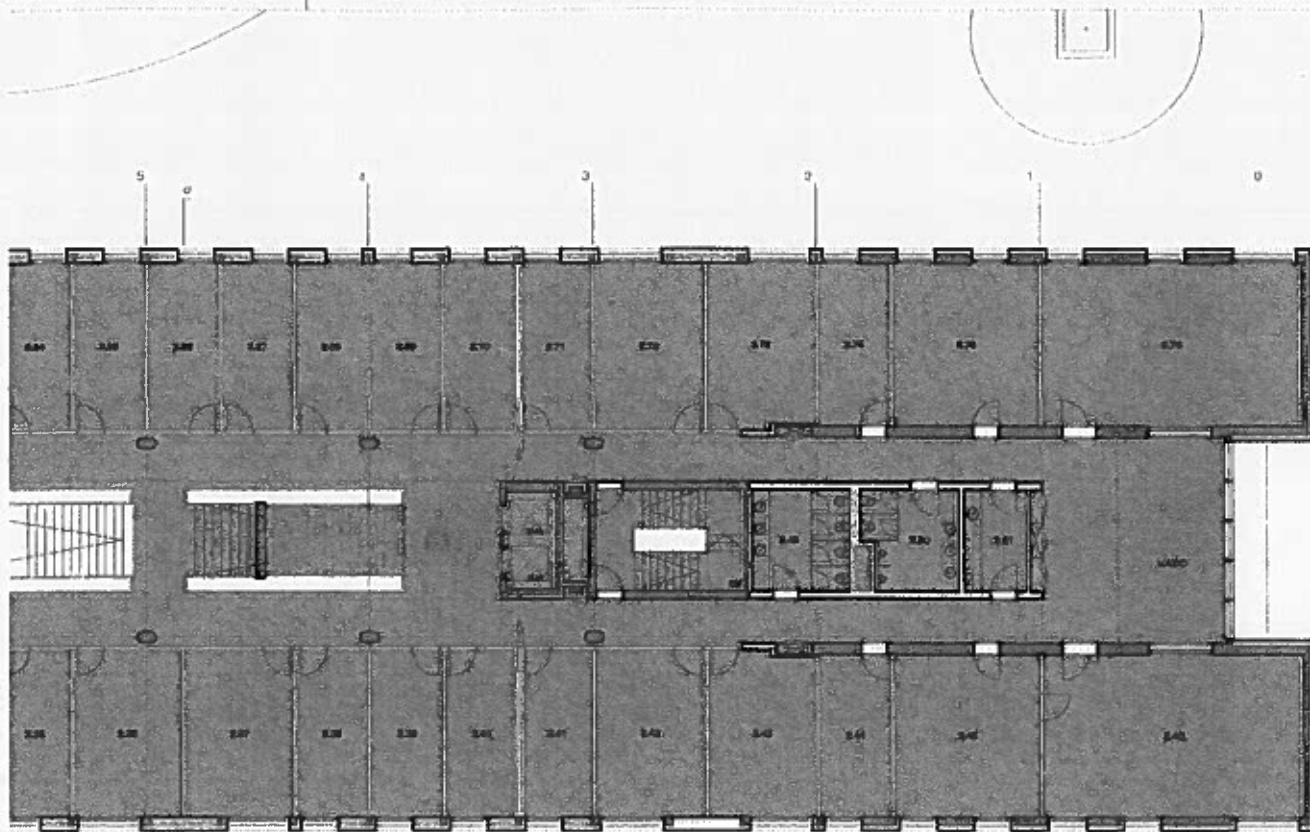
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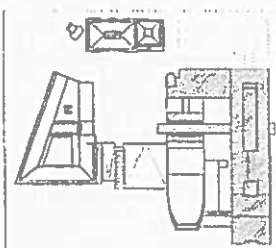






#### AESM

- 2.1 administração principal 30.3m<sup>2</sup>
- 2.2 e 2.7 administração 14.35m<sup>2</sup>
- 2.6 secretarias / secretarias 30.05m<sup>2</sup>
- 2.9 chefe de unidade 43.07m<sup>2</sup>
- 2.10 M 10.00m<sup>2</sup>
- 2.11 varanda 2.34m<sup>2</sup>
- 2.12 M 10.00m<sup>2</sup>
- 2.13 administração 17.07m<sup>2</sup>
- 2.14 e 2.21 administração 14.35m<sup>2</sup>
- 2.22 administração 14.20m<sup>2</sup>
- 2.23 secretarias 10.30m<sup>2</sup>
- 2.24 escritórios 6.50m<sup>2</sup>
- 2.25 17 escritórios 6.30m<sup>2</sup>
- 2.26 administração principal 24.20m<sup>2</sup>
- 2.27 escritórios 14.00m<sup>2</sup>
- 2.28 2.29 escritórios 14.00m<sup>2</sup>
- 2.30 sala de reuniões 39.00m<sup>2</sup>
- 2.31 e 2.35 escritórios 14.30m<sup>2</sup>
- 2.36 2.37 administração principal 22.00m<sup>2</sup>
- 2.38 2.39 escritórios 14.00m<sup>2</sup>
- 2.40 2.41 escritórios 14.00m<sup>2</sup>
- 2.42 2.43 administração principal 22.00m<sup>2</sup>
- 2.44 escritórios / secretarias 14.15m<sup>2</sup>
- 2.45 escritórios / secretarias 26.77m<sup>2</sup>
- 2.46 gabinete diretor 30.03m<sup>2</sup>
- 2.47 1.8 M 11.00m<sup>2</sup>
- 2.48 1.8 M 11.00m<sup>2</sup>
- 2.49 1.8 M 11.00m<sup>2</sup>
- 2.50 1.8 M 11.00m<sup>2</sup>
- 2.51 secretaria 7.39m<sup>2</sup>
- 2.52 chefe de unidade 42.54m<sup>2</sup>
- 2.53 secretarias / secretarias 30.47m<sup>2</sup>
- 2.54 e 2.57 escritórios 14.00m<sup>2</sup>
- 2.56 2.58 escritórios 14.00m<sup>2</sup>
- 2.59 sala de reuniões 44.40m<sup>2</sup>
- 2.61 1.12 administração principal 22.00m<sup>2</sup>
- 2.63 e 2.64 escritórios 14.00m<sup>2</sup>
- 2.70 2.71 escritórios 14.00m<sup>2</sup>
- 2.72 2.73 escritório principal 22.00m<sup>2</sup>
- 2.74 sala de reuniões 14.15m<sup>2</sup>
- 2.75 administrador 28.77m<sup>2</sup>
- 2.76 sala de reuniões diretor 31.50m<sup>2</sup>
- 2.77 varanda 94.00m<sup>2</sup>
- 2.78 varanda 300.33m<sup>2</sup>
- 2.79 reserva 14.00m<sup>2</sup>



Seção

Planta

AESM - Agência Europeia de Segurança Marítima  
SOMA - Sistema Operacional de Segurança Marítima  
OED - Observatório Europeu de Segurança e de Translocabilidade  
OED - Observatório Europeu de Segurança e de Translocabilidade

Planta

Planta do Piso  
Linha  
PORTUGAL

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ANEXO 11

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## Anexo 13

TRABALHOS A REALIZAR NO EDIFÍCIO DO OEDT  
Proposta Nº 829 / RGF / 09 Rev. 03A - (Reunião de 24/Mar. 09)

Item	Designação	Unid.	Quant.	Pç. Unit.	Pç. Total
<b>TOTAL GERAL</b>					<b>230.036,37 €</b>
<b>1. EDIFÍCIO OEDT</b>					<b>206.398,98 €</b>
CAP. 1.1	FIBRA OPTICA - Upgrade para 16 pares e Interligação directa com o Edifício Palacete e Auditório - Instalação de 8 novos pares de fibra entre bastidores				15.144,24 €
CAP.1. 2	CAIXAS DE PAVIMENTO - REPOSICIONAMENTO				4.561,59 €
CAP. 1.3	ALTERAÇÃO DA LOCALIZAÇÃO DE UMA CÂMARA DE CCTV NO CORREDOR 0.13				216,13 €
CAP. 1.4	DATA CENTER - PAVIMENTO FALSO				791,63 €
CAP. 1.5	DATA CENTER - EXAUSTÃO DE AR APÓS DESCARGA DE GÁS ENERGEN				12.165,86 €
CAP.1. 6	DATA CENTER - PORTA				2.310,10 €
CAP. 1.7	DATA CENTER - PAREDES				Anulado
CAP.1. 8	DATA CENTER - INTERLIGAÇÃO DE BASTIDORES / ENERGIA				37.032,56 €
CAP.1. 9	SISTEMA DE DETECÇÃO E ALARME DE INUNDAÇÃO E HUMIDADE NA SALA DO DATA CENTER				2.573,86 €
CAP. 1.10	SISTEMA DE DETECÇÃO E ALARME DE MONÓXIDO DE CARBONO NA SALA DO CENTRO DE DADOS				1.086,35 €
CAP. 1.11	SISTEMA DE VISUALIZAÇÃO DE ALARMES				Anulado
CAP. 1.12	DATA CENTER - DIVISÓRIA DE REDE				726,29 €
CAP. 1.13	ALIMENTAÇÃO DE IMPRESSORAS E COPIADORAS				13.438,08 €
CAP.1.14	SISTEMA DE DETECÇÃO E ALARME DE INUNDAÇÃO NO ESTACIONAMENTO				Anulado
CAP. 1.15	DATA CENTER - LIMPEZA				Anulado
CAP. 1.16	ÁTRIO PISO 0 - INFRASTRUTURAS PARA A ILHA				2.989,78 €
CAP. 1.17	BALCÃO DA RECEPÇÃO				9.919,54 €
CAP. 1.18	AR CONDICIONADO - JANELAS PISOS 1 e 2				Anulado
CAP. 1.19	DIVISÓRIAS - ALTERAÇÕES DOS COMPARTIMENTOS				27.236,99 €



## TRABALHOS A REALIZAR NO EDIFÍCIO DO OEDT

Proposta Nº 829 / RGF / 09 Rev. 03A - (Reunião de 24/Mar. 09)

Item	Designação	Unid.	Quant.	Pç. Unit.	Pç. Total
CAP. 1.20	AMPLIAÇÃO DO SISTEMA DE DETECÇÃO DE INTRUSÃO NO PISO 0				Anulado
CAP. 1.21	ESTORES ELÉCTRICOS DE TELA EM ROLO - PISOS 0, 1 e 2				76.206,00 €
2.	EDIFÍCIO PALACETE				954,85 €
CAP. 2.1	SALA 10.2 - TOMADAS ENERGIA E DADOS			A aguardar informação do OEDT	
CAP. 2.2	AR CONDICIONADO - JANELAS PISOS 1 e 2			EXCLU(DO não exequível	
CAP. 2.3	AMPLIAÇÃO DO SISTEMA DE DETECÇÃO DE INTRUSÃO NO PISO 0				Anulado
CAP. 2.4	SALA DO SERVER - CCTV - ALTERAÇÃO DA LOCALIZAÇÃO DOS EQUIPAMENTOS DO SISTEMA DE CCTV P/ O BALCÃO DE ENTRADA				954,85 €
3.	DIVERSOS (Inerentes à execução dos trabalhos no Edifício do OEDT e PALACETE)				7.419,38 €
TRABALHOS RESULTANTES DA LISTA DE RECOMENDAÇÕES					15.263,16 €
4.	EDIFÍCIO DO PALACETE				7.465,86 €
CAP. 4.1	COZINHA - PORTA DE ACESSO AO SELF-SERVICE				3.617,50 €
CAP. 4.2	COMANDOS DO GÁS				2.433,30 €
CAP. 4.3	CARRETEL - NO ACESSO À COZINHA				420,00 €
CAP. 4.4	PORTA DO PASSADIÇO EXTERIOR - COLOCAÇÃO DE BATENTE				33,80 €
CAP. 4.5	GUARDAS E CORRIMÃOS				937,50 €
CAP. 4.6	DEGRAU - SALAS DE TRADUÇÃO				23,77 €
5.	EDIFÍCIO OEDT				7.797,30 €
CAP. 5.1	ESCADAS - SINALIZAÇÃO				724,15 €
CAP. 5.2	RAMPA METÁLICA				1.687,50 €
CAP. 5.3	VÃOS DE VIDRO - SINALIZAÇÃO				2.074,70 €
CAP. 5.4	CARPINTARIA - DIVERSOS				649,31 €



### TRABALHOS A REALIZAR NO EDIFÍCIO DO OEDT

Proposta Nº 829 / RGF / 09 Rev. 03A - (Reunião de 24/Mar. 09)

Item	Designação	Unid.	Quant.	Pç. Unit.	Pç. Total
CAP. 5.5	GUARDAS E CORRIMÃOS				1.758,76 €
CAP. 5.6	RAMPA DE ENTRADA				582,71 €
CAP. 5.7	ALTERAÇÃO DE SINALÉCTICA - PLANTAS DE EMERGÊNCIA				320,17 €

Prazo de Execução: 4 Semanas de Aprovisionamento + 6 Semanas de Execução, com excepção do Cap. Dos Estores que tem 8 Semanas de Aprovisionamento + 3 semanas de Execução.

Nota: A presente proposta não inclui erros e omissões e é válida por 60 dias.

Condições de Pagamento: 30% com adjudicação e 70% com a conclusão dos trabalhos.

## Anexo 14

**EUROPEAN MONITORING CENTRE FOR DRUGS AND DRUG  
ADDICTION**

**CALCULATION OF THE REDUCED AREAS AND RESPECTIVE RENTS**

<b>Tippe of area</b>	<b>OFFICE SPACE</b>	<b>TECHNICAL AREA</b>	<b>EXTERIOR AREA</b>	<b>Total</b>
<b>% COVERED</b>	<b>100%</b>	<b>50%</b>	<b>25%</b>	

<b>EDIFÍCIO OEDT</b>				
<b>Total Area (m2)</b>	<b>4.094,59</b>	<b>73,58</b>	<b>232,10</b>	<b>4.400,27</b>
<b>Rent (eur.)</b>	<b>55.602,73</b>	<b>499,59</b>	<b>787,95</b>	<b>56.890,27</b>

<b>Relógio Building</b>				
<b>Total Area (m2)</b>	<b>1.751,38</b>	<b>360,01</b>	<b>8,43</b>	<b>2.119,82</b>
<b>Rent (eur.)</b>	<b>23.782,97</b>	<b>2.444,39</b>	<b>28,62</b>	<b>26.255,97</b>

**Total Area (m2)                      6.520,09**

<b>Parking</b>				
<b>N.º of spots</b>	<b>61</b>	<b>0</b>	<b>29</b>	<b>90</b>
<b>Rent (eur.)</b>	<b>6.626,82</b>		<b>787,64</b>	<b>7.414,46</b>

**Total rent to pay for EMCDDA**

**90.560,71**

**Value of the services  
(Security and user maintenance)**

**19.560,27**

Actualization of the rent (euros)						
Year	2004	2005	2006	2007	2008	2009
Value base of the rent (including services)	15,50	15,50	15,50	15,50	15,50	15,50
Value of the services (cleaning, security and user maintenance)				3,00	3,00	3,00
Actualization of the value of the rent				12,89	13,21	13,58
Value for a parking space.	100,00	100,00	100,00	103,10	105,68	108,64
Updated coefficient of rents in place for the various periods (Publicized notifications in the Diário da República for INE)				1,031	1,025	1,028
				Rectificação: n.º 1579/2006 ao Aviso n.º 9635 /2006	Aviso n.º 19303 /2007	Aviso n.º 23786 /2008

VALUE OF THE RENT updated for 2009 (euros/m2)	13,58
Office Space - 100%	13,58
Technical Space - 50%	6,79
Exterior Space - 25%	3,39
Value of the updated parking space for 2009 (euros/lugar)	108,64