



EUROJUST ★

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P.O. Box: 16183  
NL-2500 BD The Hague  
THE NETHERLANDS

**LEASE AGREEMENT BETWEEN THE GOVERNMENT BUILDINGS AGENCY AND  
EUROJUST**

Concerning: **De Haagse Arc, Maanweg 174, 2516 AB The Hague**

The undersigned:

The Kingdom of the Netherlands, legally represented in this matter by:

The *Rijksgebouwendienst*, represented pursuant to the regulations on duties and powers of the *Ministerie van Volkshuisvesting, Ruimtelijke Ordening en Milieubeheer* by its Deputy Director-General, [REDACTED], domiciled and established at [REDACTED]  
[REDACTED] (hereafter referred to as "Rgd"),

and

Eurojust, legally represented by its Administrative Director, Mr. E. Merz, domiciled and established at Maanweg 174, 2516 AB The Hague,

Considering that:

- a) The Minister of Justice was appointed by the cabinet on 19 May 2000 as the competent minister for accommodating Eurojust, as referred to in the regulations on the procedure for accommodating international organisations;
- b) The cabinet determined on 26 April 2002 that Eurojust will be offered to lease temporary premises directly from Rgd;
- c) The cabinet also determined on 26 April 2002 that the Minister of Justice will act as guarantor to Rgd for the fulfilment by Eurojust of its contractual obligations according to this agreement to Rgd for the duration of this agreement;



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- d) Eurojust during the preceding negotiations explicitly stipulated that this agreement can be terminated by Eurojust when a decision is made to transfer the seat of Eurojust to a city other than The Hague;
- e) Eurojust and Rgd agreed that the office space for enlargement (floors 2, 3, and 4) shall be rented only from 1<sup>st</sup> January 2004;
- f) The rooms on the 11<sup>th</sup> and 12<sup>th</sup> floors could not be used before January 2004 as the Host State had not finalized the meeting rooms,

agree as follows:

#### ARTICLE 1 GENERAL

1. The recitals above and the following Annexes shall form part of this lease agreement (hereafter referred to as "this agreement").

Annex I Plan

Annex II Calculation of the Rentable Surface (*Berekening Verhuurbare Oppervlakte*)

Annex III Calculation of the Rent

Annex IV-a Regeling Taakverdeling Beheer Rijkshuisvesting

Annex IV-b Maintenance and Management Obligations of Rgd and Eurojust

2. The "GENERAL TERMS AND CONDITIONS FOR LEASE OF OFFICE ACCOMMODATION, and other commercial accommodation within the meaning of Article 7:230A of the Civil Code", lodged with the Clerk of the Court in The Hague on 11 July 2003 and registered there under number 72/2003, hereinafter referred to as "the General Conditions", shall form part of this contract.
3. The terms set out in the present Agreement shall take precedence over those in the Annexes. The terms set out in the Annexes shall take precedence over those in the General Terms and Conditions for lease of office accommodation as referred to in paragraph 2.

## **ARTICLE 2 THE PREMISES**

1. The Rgd shall allow Eurojust to use, and Eurojust shall take into use from the Rgd, the office building called "*De Haagse Arc*", part B, situated at Maanweg 174, The Hague, as indicated on the attached plan (Annex I) (hereafter referred to as "the premises").
2. The premises are situated on the parcel of land recorded in the land register as municipality of The Hague, section AP, number 1628.
3. This agreement shall also include the use or shared use by Eurojust of all communal areas, building installations (*algemene gebouwwoorzieningen*), and facilities intended for general use, existing at the start of this agreement in the "*De Haagse Arc*". Changes to the level of building installations existing at the start of this agreement or the creation of additional building installations shall require the prior permission of Eurojust. Eurojust shall not refuse permission on other than reasonable grounds.
4. The premises were measured in accordance with NEN 2580 of May 1997 and have a gross surface area of 8694 m<sup>2</sup> and a leasable surface area of 7293 m<sup>2</sup> (Annex II).

## **ARTICLE 3 DURATION**

1. This agreement shall be valid from 1 January 2003 to 30 June 2012. It can be terminated by Eurojust by registered letter giving 12 months' notice.
2. When the period mentioned in paragraph 2 has elapsed, this agreement shall be extended indefinitely. It can be terminated by either party by registered letter giving 12 months' notice.
3. This agreement may be terminated:
  - a. at any time by mutual consent;
  - b. by notice given by Eurojust as referred to in paragraph 1; or
  - c. by notice given by either party as referred to in paragraph 2.
4. Notwithstanding the previous paragraphs of this Article, Eurojust may terminate this agreement when a decision is made to transfer the headquarters of Eurojust to a city other than The Hague, giving 6 months notice.

**ARTICLE 4 RENT**

1. The basic annual rent for the total surface area as indicated in Article 2(4) is [REDACTED]  
[REDACTED] by 1 January 2003. The rent shall be adjusted annually on 1 July, for the first time with effect from 1 July 2003, according to Article 5.

Taking into account the rental adjustment on 1 July 2003 and recitals e) and f) above, the annual rent due for 2003 shall be [REDACTED]  
[REDACTED]

Taking into account the rental adjustment on 1 July 2004, the annual rent due for 2004 shall be [REDACTED]  
[REDACTED]

These rents are calculated as per Annex III.

2. All amounts given in this agreement exclude VAT. No VAT will be charged on the rental. This is without prejudice to including in the rent calculation the VAT compensation of 3.1% of the basic rent paid by Rgd to the owner on the basis of the underlying lease agreement.
3. The annual rent shall be paid in four quarterly instalments. The instalments are due 14 days after receipt of the respective invoice, at the earliest 14 days after the beginning of the respective quarter.
4. The parties may make alternative rent payment arrangements in writing by mutual consent.

**ARTICLE 5 ADJUSTMENT OF THE RENT**

1. The rental review of the lease shall take place on the basis of the alteration of the monthly index of the Consumer Price Index (CPI), all households series (2000 = 100), published by the Central Bureau of Statistics. The amended rental shall be calculated according to the following formula: the amended rental shall be equivalent to the existing rental of the date of amendment, multiplied by the index point in the fourth calendar month before the calendar month in which the rental is reviewed, divided by the index point of the sixteenth calendar month before the calendar month in which the rental is reviewed.

## **ARTICLE 6 PURPOSE**

1. Eurojust shall use the premises as an office and conference building as befits a good user, and shall not be restricted to the current use.
2. Eurojust and Rgd shall not bind each other, without the other party's permission, to agreements with third parties concerning the use of the premises. Nor shall they transfer to others, either wholly or in part, their reciprocal relationship under this agreement.
3. Eurojust shall not subject the floor area in use to a load greater than structurally permissible: 3.5kN/m<sup>2</sup>. A different load is permitted in the following parts of the premises: multi-storey and basement: 2.0kN/m<sup>2</sup>, ground floor records storage room: 4.0kN/m<sup>2</sup>, technical areas: 4.5kN/m<sup>2</sup>, roof deck 0.5kN/m<sup>2</sup>.

## **ARTICLE 7 SOIL CONTAMINATION**

1. Each party shall be entitled to demand that the schedules of condition drawn up at the start and end of the lease record whether soil is contaminated and, if so, to what extent. The party that demands a soil investigation at the start of the lease is obliged to carry out an investigation at the end of the lease.
2. The costs of such soil investigation at the beginning and at the end of the lease shall be borne by the party demanding that the question of soil contamination be addressed in the schedule of condition drawn up at the start of the lease.
3. The most recent version of the guidelines on soil contamination at state properties adopted by the cabinet shall be applicable.

## **ARTICLE 8 DELIVERY**

1. The parties shall draw up and sign a schedule of condition describing the state of repair of the premises at the time of signature of this agreement.
2. At the end of the lease, upon the delivery of the premises by Eurojust to Rgd, the parties shall draw up and sign a schedule of condition describing the state of repair of the premises at that time.



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3. Eurojust shall carry out remedial work to make good any differences apparent from the schedules referred to in the two foregoing paragraphs, with the exception of:
  - a) normal wear and tear
  - b) ageing
  - c) alterations to the premises to which Rgd or the owner has agreed, unless agreement was given with the reservation that the original state would be re-established.

#### **ARTICLE 9 MAINTENANCE AND MANAGEMENT**

1. This agreement shall be subject to the most recent version of the *Regeling Taakverdeling Beheer (RTB)* (Annex IV-a) adopted by the *Minister van Volkshuisvesting, Ruimtelijke Ordening en Milieubeheer*.
2. Annex IV-b to this agreement includes a list, as referred to in article 9, paragraph 3 of the RTB, detailing the respective maintenance and management obligations of Rgd and Eurojust.
3. If it becomes apparent at any time during the term of this agreement that responsibility for one or more maintenance and management obligations has not been allocated to either party, the parties shall, on the initiative of either party, amend the list referred to in paragraph 2.
4. If, having received proper notice of default setting a reasonable time limit, one of the parties remains in default with regard to the proper fulfilment of a maintenance or management obligation, the other party shall be authorised to perform the maintenance work at the expense of the defaulting party.
5. If Rgd deems it necessary to carry out or have carried out maintenance, repair, renovation or other work on the premises, or if work of this kind is necessary due to requirements or measures imposed by the authorities or public utilities, Rgd shall consult Eurojust in advance on the timing of the work. This obligation shall also apply to areas of the building that Eurojust is not allowed to use. Rgd shall minimise any nuisance caused to Eurojust.



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## ARTICLE 10 ALTERATIONS TO THE PREMISES

1. Subject to the prior written permission of Rgd, Eurojust shall have the right, at its expense, to make any alterations to the premises it considers necessary. Rgd shall render a decision within 21 days of receipt of a request. In default of issuing a decision of authorisation, Eurojust shall be authorised to carry out the alterations as requested.
2. At any time during the term of this agreement, Rgd and Eurojust may agree on what alterations to the premises the latter shall be entitled to make without in each instance first obtaining the written permission of the former.
3. With the consent of Eurojust, Rgd shall have the right to make any alterations to the premises it considers necessary. With a view to the conduct of Eurojust's business, Rgd's work schedule must be approved in advance in writing by Eurojust before the work is carried out.
4. Eurojust shall not be authorised to display or permit the display of commercial advertising material in or on the premises or the buildings on the premises without prior written permission from Rgd. This shall not apply to advertising relating to the purpose for which Eurojust uses the premises.
5. The permission referred to in paragraph 1 shall specify at least:
  - a. the premises to which it relates;
  - b. the alterations to which it relates;
  - c. the period of time to which it relates,
  - d. what has been agreed between the parties concerning the financial settlement of the alteration work upon the expiry of this agreement or at the end of the period referred to in subclause c of this paragraph; and
  - e. what has been agreed between the parties concerning financial responsibility for maintenance, upkeep of the alteration, delivery at the end of the lease, the revision of drawings and the technical quality to be attained.
6. When making alterations, the parties shall comply with the requirements set by the authorities, ensure the necessary permits are obtained, and ensure that the work is only carried out by reputable firms.

**ARTICLE 11 TAXES, LEVIES, DUES, FRONTAGE TAX, ETC.**

1. Rgd shall be responsible for paying current and future dues relating to the actual use of the premises, such as property tax (*ontroerende Zaak belasting*) and property taxes levied on the holder of the real rights (*de ten laste van de zakelijk gerechtigde opgelegde zakelijk belastingen*), including polder charges (*polderlasten*), water board rates (*waterschapslasten*), sewage charges (*rioolrechten*) if they are linked to a fixed amount, land consolidation charges (*ruilverkavelingslasten*), land consolidation redemption (*ruilverkavelingsafkoop*) and so on levied on the property both now and in the future.
2. Eurojust shall be responsible for paying frontage tax (*precario*), refuse collection and waste disposal charges (*reinigingsrechten afvalstoffenheffing*), sewage charges (*rioolrechten*) if they are linked to Eurojust's consumption figures, pollution of surface waters levy (*Verontreinigingsbijdrage Wet Verontreiniging Oppervlaktewateren*), dues (*retributies*), etc., if they are imposed for things put in place by or on behalf of Eurojust and dues relating to the occupancy permit issued by the municipality, and in so far as they are in accordance with the Seat Agreement.
3. Rgd shall be responsible for paying such property tax levied on the premises both now and in the future as is charged to the holder of the real rights.

**ARTICLE 12 UTILITIES**

1. Agreements with utilities for the supply of water and energy shall be entered by Rgd subject to prior agreement by Eurojust.
2. Eurojust shall be responsible for paying for water and energy consumed at the premises, and any fixed charges and charges for meter hire in accordance with a special agreement as referred to in Article 20(1).

**ARTICLE 13 DAMAGE TO THE PROPERTY**

1. Eurojust shall immediately take appropriate and proportionate steps to prevent or limit damage to the premises. In addition, Eurojust shall notify Rgd immediately if substantial damage is discovered





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2. Eurojust shall be liable to Rgd for all damage caused to the premises and resulting loss, including fire damage, unless it and the people for whom it is responsible are not responsible for the damage.

#### **ARTICLE 14 DAMAGE THROUGH/BY THE PROPERTY**

1. Eurojust shall not be liable for damage caused through/by the premises to third parties, unless the source of this damage is related to the conduct of Eurojust's business or activities in or on the premises.
2. Eurojust shall be liable for fire damage caused through the premises to third parties, unless it and the people for whom it is responsible are not responsible for the damage.
3. Rgd shall be liable for consequential loss suffered by Eurojust if Rgd is guilty of a culpable shortcoming. If consequential loss has been suffered or is likely to be suffered, Eurojust shall take appropriate and proportionate steps to prevent or limit such loss, as far as in the given circumstances can reasonably be demanded of Eurojust. Consequential loss in this context shall include the costs incurred by Eurojust in taking proportionate and reasonable steps.

#### **ARTICLE 15 DEFAULT AND NOTICE OF DEFAULT**

1. If a party fails to fulfil any of its obligations, it shall only be in default once it has been given written notice of default setting a reasonable time limit for fulfilment and this time limit has passed without the obligation having been fulfilled.
2. If Eurojust fails to fulfil its obligation to pay rent on time it shall, at Rgd's request, pay the statutory interest for the period it is in default.

#### **ARTICLE 16 AUTHORITY TO SUSPEND OBLIGATIONS**

A party shall not have the right to suspend its obligations under this agreement if the other party fails to fulfil one of its principal obligations under this agreement.

**ARTICLE 17 APPLICABLE LAW AND RESOLUTION OF DISPUTES**

1. This Agreement shall be governed by the national substantive law of the Kingdom of the Netherlands.
2. In the event of a dispute connected with this agreement or related arrangements, the advice of the Government Buildings Disputes Committee may be sought. The said Committee shall not be authorised to dissolve this agreement.
3. Until such time as the Government Buildings Disputes Committee issues its advice, the parties may agree in writing that they shall consider this advice binding. In the absence of a written agreement that the parties consider the advice binding, any dispute arising out of or relating to this agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of the signing of this agreement.
4. A dispute exists if one of the parties has notified the other thereof in writing.

**ARTICLE 18 ADDRESSES FOR NOTICES**

1. The addresses for notices for Rgd and Eurojust shall be as set forth on the first page of this agreement.
2. Any change in address for notices shall be given by either party at least 14 days prior to any such change.

**ARTICLE 19 ACCESS TO THE PREMISES**

1. Access to the premises requires the consent of Eurojust. Where access to the premises is necessary for the purpose of efficient management, Eurojust shall not refuse access on other than reasonable grounds to Rgd's staff and/or persons engaged by Rgd directly or indirectly to carry out work in or on the premises. If the premises are leased by Rgd, the persons referred to above shall include the lessor under an underlying lease agreement and/or persons engaged by the lessor under an underlying lease agreement directly or indirectly to carry out work in or on the premises. The time of access shall be set in agreement with Eurojust.



2. In the event of a proposed sale, any viewing of the premises shall take place solely after prior consent of Eurojust in the presence of a representative of both parties. The time of the viewing shall be set in agreement with Eurojust.

#### **ARTICLE 20 COOPERATION WITH OTHER USERS**

1. As this agreement relates only to part of De Haagse Arc, the use of common areas, the general management of the building, and the payment of shared bills shall be subject to joint agreements with other users.
2. If there are areas of De Haagse Arc not occupied by Eurojust or another lessee, Rgd shall be regarded as a user of the building in respect of the vacant part thereof for the purpose of the payment of shared bills as referred to in paragraph 1.
3. Eurojust shall participate in the facility-related meetings of users that are already in place at the time this agreement is entered into. Rgd shall provide Eurojust with a recent list of existing facility-related meetings. On the invitation of the users of the building, Rgd shall participate in such facility-related meetings.
4. Eurojust shall notify Rgd of the joint arrangements with other users and of any changes to them during the term of this agreement.
5. If the Rgd intends to allow a user other than Eurojust to use part of the building, the Rgd shall request the consent of Eurojust. Eurojust shall not refuse its consent on other than reasonable grounds.

#### **ARTICLE 21 ENTRY INTO FORCE**

1. This agreement shall enter into force one month after the date of signature of the last of the two parties.
2. Article 15(2) shall take effect from 1 January 2005.

Done and signed in triplicate,

Eurojust

*[Handwritten signature]* The Hague, 05 January 2005



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The Hague, 21<sup>st</sup> december 2005

Rgd

The Hague, .....

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SIGNATURE

[Redacted]

dep director Rgd Real Estate

Appendices:

- Annex I, II, III, IV-a, IV-b
- the General Conditions

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