

Memorandum of Understanding between
the
Office of the Body of European Regulators for Electronic Communications
and
the Government of the Republic of Latvia
On the establishment of the headquarters of this European entity in Riga

The Office of the Body of European Regulators for Electronic Communications, hereinafter referred to as “the BEREC Office” and the Government of the Republic of Latvia, hereinafter referred to as “the Government”;

Considering that the Decision of the Representatives of the Governments of the Member States of 31 May 2010 established the headquarters of the BEREC Office in Riga, Latvia (2010/349/EU).

Considering that the offer made by the Government to host the BEREC Office included three alternative buildings as possible headquarters for the BEREC Office, owned by the Government and located in prestigious locations in the centre of Riga.

The BEREC Office and the Government have agreed as follows:

Article 1
General rules

1. The Government shall provide a suitable and prestigious location in the centre of Riga for the headquarters of the BEREC Office. The premises shall respond to the requirements, conditions and specifications listed in Article 4. Articles 5 and 6 specify the respective responsibilities of the BEREC Office and the

Government in relation to the upkeep of the premises during the period referred to in paragraph 3 of this article.

2. The Government will put all efforts in ensuring that the office building in Riga is operational no later than 1 April 2011 or other date agreed by mutual consent. If the BEREC Office decides to leave this initial building at a later stage, the Government will again support the BEREC Office in finding a new appropriate office building. Should serious problems arise during the term of the rental/lease, the Government will make its best endeavors to support the BEREC Office with expertise during litigations, until a solution is found.

3. The Government will cover the BEREC Office's first 2 years of rental expenses/lease expenses of the office building and archives, including service charges related to the rental/lease starting from the first day of the month following the date when the office will be factually fully operational, as further detailed in Article 5. After this 2 year period the rental expenses/lease expenses will be calculated as specified in Article 7.

4. The Government will supervise and finance the construction and infrastructure adaptation works required to make the office building in Riga operational according to plans supplied by the BEREC Office.

Article 2

Location

The headquarters of the BEREC Office offered by the Government shall be located on floor 2 of the building in 14, Z. A. Meierovica Boulevard, Riga, Latvia. The headquarters shall have a total gross usable space of 780,83 m². The gross usable space of the permanent premises is based on the needs of an estimated staff of 30 persons and meeting room space appropriate for the activities of the BEREC Office.

Article 3

Detailed description of the area

1. The BEREC Office shall have the exclusive use of the 2nd floor space and parking spaces as indicated in the attached drawings of floor 2 (subject to change according to the technical and architectural requirements).

2. The BEREC Office shall have the exclusive use of 11 parking spaces for the BEREC Office free of charge:

- 1 covered parking space and 5 (one disabled space) open air parking spaces in the inner yard of the building 14, Z. A. Meierovica Boulevard, Riga, as from 1 April 2011 or other date agreed by mutual consent.
- 2 (1 disabled space) open air parking spaces in front of the main entrance of the premises as from 1 September 2011 or other date agreed by mutual consent.
- 3 open air parking spaces in front of the main entrance of the premises free of charge for the period of 2 years during which the Government covers the costs of the parking spaces. These parking spaces will be made available to the BEREC Office upon a written request with three months notice from the Office.

Additional open air parking spaces in front of the main entrance of the premises are available upon the request of the BEREC Office as from 1 January 2012 or other date agreed by mutual consent.

Article 4

Requirements and specifications of the headquarters

1. The premises shall be in conformity with the normal standards applicable in the Republic of Latvia and also respect the rules of the European Commission on Policy on buildings and infrastructure laid down in the Communication from the Commission on Buildings Policy and Infrastructure in Brussels (COM(2003)755 final) and the "Manual of Standard Building Specifications" of the Office for Infrastructure and Logistics in Brussels.
2. The premises shall satisfy the requirements of persons with special needs; in particular, an elevator shall be installed in the building.
3. For the period of 2 years during which the Government covers the costs of the premises, the Government shall ensure that the premises are in full working condition for the purposes for which the BEREC Office will use them. In particular, the Government is responsible for the following equipment, including its maintenance, repair and renewal:
 - Fully functional sanitary facilities and plumbing;
 - Fully functional heating and air conditioning equipment;
 - Fully functioning supply of electrical power with cabling and sockets throughout the floorspace;
 - Cabling and connection points for telephone/IT systems/networks that are evenly accessible throughout the floorspace;

- Lighting, internal walls and doors, arranged as specified by the BEREC Office.

4. During the said period of 2 years, should the premises or any part thereof become unavailable for any reason, the Government shall secure appropriate alternatives for the period of this unavailability.

Article 5 Financial contribution by the Government

For the period of 2 years as it is mentioned in Article 1, the Government shall provide the permanent premises free of charge in full working condition for the purposes for which the BEREC Office will use them. This includes exclusively the payment of:

- (a) real estate management and up-keep, including:
- cleaning of external surfaces and estate facades, fronts;
 - cleaning of the surfaces in the common/shared areas (daily, weekly, quarter, yearly), e.g. outside windows, common used corridors, etc.;
 - costs of the public utilities for shared areas and facilities (for instance lighting, lifts, etc.);
 - costs of cleaning the areas of exclusive use for the BEREC Office;
 - clearing away of snow;
 - gardening and up-keep of the internal passage;
 - insect and rodent clearing, if necessary;
 - removal of litter (normal amount);
 - fire service trainings, emergency evacuation training and fire security equipments;
- (b) operational and management costs, such as maintenance, repairs, renovation and changes of surface cover, structural elements, as well as the mechanical and electricity systems of the building;
- (c) security services at the building (physical security) and garage services;
- (d) real estate taxes;
- (e) costs related to the real estate insurance and the lessor's liability insurance;
- (f) management fees of the maintenance and up-keep.

Article 6 Contribution by the BEREC Office

The following costs shall be borne by the BEREC Office during the 2 year period referred to in Article 1:

- (a) Individual metered consumption of the BEREC Office (water and electricity, heat supply),
- (b) The costs of obtaining, installing and operating technical devices and facilities of exclusive use for the BEREC Office such as telephones, PCs, other IT equipment, CCTV equipment inside the space used exclusively by the BEREC Office,
- (c) All working facilities like furniture, office devices, etc.
- (d) Facility management costs.

Article 7 **Lease contract and rental amount**

Further to this Memorandum of Understanding, the BEREC Office and the JSC "State real estate" and the Ministry of Transport of the Republic of Latvia as the third party shall enter into a lease agreement which specifies the respective responsibilities of the parties of such agreement in relation to the upkeep of the premises, in particular after the period of 2 years referred to in Article 1. The lease agreement will be concluded for a period of 10 years, with the possibility of renewal. The conditions for terminating the contract will be specified therein, and will include, in particular, the possibility for the BEREC Office to terminate the agreement without penalties at any point in time after the 2 year period referred to in Article 1 with six months notice.

After this 2 year period, the monthly lease price will be calculated under provisions of Republic of Latvia Cabinet of Ministers Regulations on state and local government property leasing arrangements, the rental expenses/ lease expenses calculation methodology and terms for standard lease, and will cover the rental fee and the maintenance fee as specified in Article 5. The application of this calculation will result in a price covering lessor's expenses for the leased object's management only and will not lead to profit. It will be lower than the market price under normal market conditions.

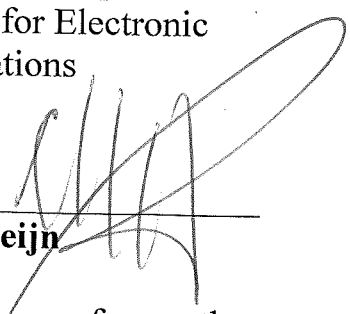
The monthly rental expenses/lease expenses for 2013 resulting of applying this calculation methodology will be LVL 2.20 per square meter.

Article 8 **Entry into force**

This Memorandum of Understanding shall enter into force on the day after the date of its last signature.

Signed in English and Latvian, both texts being equally authentic.

On behalf of the Office of
the Board of European
Regulators for Electronic
communications



Chris Fonteijn

Chairman of the
Management Committee
Signed in Barcelona

on 30.09.2011



Ando Rehemaa
Administrative Manager

Signed in Riga

on 29.08.2011

N/A after autonomy of the BEREC office

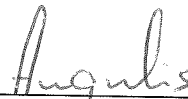
Gerard de Graaf in September 2011

Director for the Electronic
Communication Policy
(DG Infso)

Signed in

on

On behalf of the
Government of the Republic of
Latvia



Uldis Augulis

Minister of Transport

Signed in Riga

on 29.08.2011.

Sanumurētas un kopā cauršūtas

<...> *septiņos*lapas



Latvijas Republikas Satiksmes ministrijas
Administratīvā departamenta
Dokumentu un elektroniskās pārvaldes
nodaļas vadītājs

