# OPERATING AND USE REGULATIONS OF THE CARCAVELOS CAMPUS

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# I. PREAMBLE AND SCOPE OF APPLICATION

The new **NOVA SBE** Campus, located in S. Julião da Barra, Carcavelos, Cascais municipality, seeks and expects to compete with the best universities in Europe and attract students from all over the world. Taking advantage of the geography and climate of Portugal, the campus was planned and built on a location by the sea, immediately next to Carcavelos Beach. It has an area of more than 83,000 m<sup>2</sup>, and comprises low-elevation buildings and expansive, open green spaces.

The Carcavelos Campus is a private area but is open to the public, providing signage that guides visitors around the site.

These present Regulations apply to the entire Carcavelos Campus and all persons on the premises (the "Campus Users"), whether individuals or entities that are attached to the campus or not, including students, faculty, and staff of the Carcavelos Campus (the "Campus Community"), visitors and/or

external persons (the "Visitors"), as well as those to whom the use of any space, store, building, or zone or part thereof is conferred, authorized, or recognized, or any other part of the Carcavelos Campus, whether inside or outside, temporarily or permanently, or any functional areas that make up the Carcavelos Campus, or part thereof, including in particular the respective operators, their personnel, customers, or suppliers (the "Operators").

These Regulations aim to ensure, through the stipulation of rules that apply to all Campus Users (Campus Community, Visitors, and Operators), that the use of the Carcavelos Campus and its behavior therein is consistent with the proper functioning and the purpose to which it is intended as well as to the safety of all persons in general.

The Regulations are elaborated by the Alfredo de Sousa Foundation, which, in the service of **Nova SBE's** objectives, manages the Carcavelos campus.

It is also intended that these Regulations ensure compliance with the Sustainability objectives defined by the Alfredo de Sousa Foundation and **NOVA SBE**, namely at the environmental level.

These Regulations will always take into account the vision and growth objectives of **Nova SBE**, defined by its Management, maintaining the philosophy and essential characteristics that prevailed in the creation and development of the Carcavelos Campus as a University Campus.

# II. <u>DESCRIPTION OF CARCAVELOS CAMPUS</u>

#### 1. Functional Units of the Carcavelos Campus

The Carcavelos Campus consists of the following functional units (Units): (i) Core Building, which includes a lower gallery and an upper gallery, (ii) Teaching Wings, for the location of classrooms, auditoria, and offices; (iii) Cloister, in which are located the administrative areas, student attendance areas, and shops; (iv) Executive Education Building; (v) Parking; (vi) Student Dormitory Building; (vii) Gym and Restaurant Building; (viii) Library Building; (ix) Grand Auditorium Building; (x) Exterior Green Spaces that include recreational areas, strolling paths, and access; and (xi) additional miscellaneous areas, forming an articulated arrangement of buildings destined to the exercise of elective activities, research, services, events, and commercial activities, laid out with care and attention to shared circulation and leisure, with support infrastructures, namely maintenance, security, and promotion, all with the goal of ensuring an integrated use of the various activities that will be developed. The present Regulations prescribe the rules for operating in and using all of the above-mentioned areas, including all spaces and parts of common use and dependencies comprising them.

The Carcavelos Campus is legally defined as a "Horizontal Property", and the provisions of these Regulations may be modified according to what the owners of the specific Fractions decide regarding the use and exploitation of the Carcavelos Campus at any time.

# 1.1. Building I - Central Body

Comprising the lower gallery and an upper gallery having the following composition and purpose: a) "Main Deck" - space on floor 0, intended to:

(i) serve the restaurant and terrace area in the provision of services to students, faculty, and staff of the Carcavelos Campus. It shall also be open to the general public under the terms set forth in these Regulations. The catering areas must include a canteen offering meals to students

at the prices established in the legislation that shall be current at any time. Users outside the Campus Community shall be prohibited from using this area if they do not consume products from the catering areas.

- (ii) serve as a space for students to use, and such access may not be denied by the entities responsible for the operation of the catering areas.
- (iii) be a location to hold events or other activities of a similar nature promoted by **Nova SBE** or the Alfredo de Sousa Foundation, namely art exhibitions and cultural events, without prejudice to the academic periods.
- b) Gallery space on floor 1, which shall function predominantly as a circulating space. It may also be used for the installation of work hubs for the Campus Community or for the hosting of events or similar activities, without prejudice to school activities.

# 1.2. Buildings B and D – Teaching Wings

Buildings B and D include classrooms, amphitheaters, professors' offices, workrooms, and meeting rooms, as well as other offices for **Nova SBE** functional services or allocated to **Nova SBE** workers, researchers, or service providers.

#### 1.3. Building C – 24-hours Space

Building C consists of areas with spaces for study and group and individual work, and is exclusively for the use of students.

# 1.4. Building E - Executive Education Building

Building E, consisting of classrooms, amphitheaters, offices, workrooms, and meeting rooms, is intended primarily for the training of executives and The Lisbon MBA (excluding the Alumni Lounge).

#### 1.5. Alumni Lounge

The area located on the 3rd floor of the building is for alumni, with access according to the conditions defined in their own Regulations.

#### 1.6. Building A - Cloister

The area is located at the main entrance of the Campus, consisting of two floors intended for the reception of persons, hosting of various events, and where shops, the student service area, the governing bodies, and most administrative services of Nova SBE will be installed.

#### 1.7. Parking

Space on floors -1 and 0, intended for the parking of motor vehicles and motorcycles, with a capacity of about 550 spaces. These floors include spaces for mobility-challenged drivers and for loading and unloading.

The parking lot is intended for the Campus Community paying a subscription fee and for others under preferential conditions, but is also open to the general public.

#### 1.8. Building J - Student Dormitory Building

This building consisting of three floors above ground and one floor below ground (for technical areas), is intended for student residence (Student Residence).

The Student Residence consists of 122 single rooms with their own sanitary facilities.

The Student Residence will be allocated to Campus Community housing during the academic term.

#### 1.9. Building G - Gym, Experience Hub, and Restaurant

This building includes:

- a) a space for a gymnasium, located on floors 0 and 1 (Gymnasium);
- b) a space for a restaurant located on the 2nd floor (Restaurant);
- c) a space destined for a bar on the 3rd floor, which also includes a panoramic terrace (Bar);
- d) a space for the installation of some activities called Experience Hub located on floor 1 (Experience Hub).

The Restaurant, Bar, Experience Hub, and Gymnasium are intended for the Campus Community, but are open to the general public under the terms of these Regulations.

The Restaurant will also serve lunch to the participants of the Executive Education programs. These should always have priority over any other potential user of the Restaurant, and these Regulations establish the possibility of exclusive reservation of the space.

#### 1.10. Building H - Library

This building is intended to house the library. It consists of two floors (floors 1 and 2) and includes:

- individual and group study spaces;
- consultation and requisition of books;
- access to databases and electronic content;
- hosting events;
- requisition of electronic devices (computers and tablets).

The library is intended for the Campus Community but is open to the general public provided that priority is given to the Campus Community and provided that the conditions offered to those not belonging to the said Community are no more beneficial than the conditions offered to the Campus Community. In particular, those who are external to the Campus Community may be denied access and/or a seat in the library in the event that it interferes with the activity of **Nova SBE**.

# 1.11. Building F - Grand Auditorium

This building consists of one floor, designed for events, with a capacity of 406 people, including 8 seats for disabled people.

Access to the Grand Auditorium will be limited by the access conditions of each event.

# 1.12. Exterior Green Spaces

These are the out-of-doors areas that surround the various buildings. Included are sports facilities, strolling pathways, pools, and accesses to them. They are intended for the use of the Campus Community, but are open to the general public in accordance with the provisions of these Regulations.

#### 1.13. Other miscellaneous areas

#### a) Shops

Commercial spaces or services, located in several places of the Carcavelos Campus, namely in the Cloister, the Gallery, and the zone of external access.

#### b) Locker Rooms

An area for showers and changing rooms located on floor 0 between Buildings F and G (Interior Locker Rooms). The Inside Locker Rooms are for the exclusive access to and use of the Campus Community.

Outside space on floor 0, for showers, whose access and use are exclusive to the Campus Community and Visitors.

## c) Loading and Delivery Docks

Space located on floor 0 of the parking area, intended to be used exclusively for the purpose of loading and unloading. Parking of vehicles is forbidden at all times.

# d) Bicycle Racks

Spaces intended exclusively for parking of rental and personally-owned bicycles.

#### e) Beach Access Tunnel

Walkway connecting the Carcavelos Campus to the Carcavelos beach.

# f) Security Center

Area located on floor 1 of Building A (Cloister), with 24-hour service, 7 days per week.

## g) Sanitary Facilities

The various sanitary facilities on all floors of the Carcavelos Campus.

#### h) Vending Machines

Vending machines for water, food, and beverages that are located throughout the Carcavelos Campus.

# 2. Other Areas that are part of the Campus concept

For the purposes of the Campus or Carcavelos Campus definition, the Carcavelos Campus includes, in addition to all buildings, exterior areas, equipment, functional or organic zones identified in the number 1 (above), any other good and/or equipment (including furniture, exhibitions, information materials) which is under the control of the Alfredo de Sousa Foundation or that it determines as being subject to these rules (even temporarily).

The Campus also includes the IT infrastructure that has been acquired by Alfredo de Sousa Foundation, is owned or maintained by and/or controlled by the Alfredo de Sousa Foundation, or is determined by the Foundation to be subject to these rules (even temporarily).

# 3. Specific Regulations

Regarding areas not allocated to a specific operator, and whenever these are contractually foreseen, the Foundation shall adopt a specific regulation for the areas concerned, which, together with these Regulations (which shall prevail in the event of doubt) will regulate the use of the area in question.

There shall be the following Specific Regulations:

a) Regulation of the Parking facilities, to be prepared by the concessionaire and approved by the Alfredo de Sousa Foundation;

- b) Gym Regulations, to be prepared by the concessionaire and approved by the Alfredo de Sousa Foundation;
- c) Residence Regulations, to be prepared by the concessionaire and approved by the Alfredo de Sousa Foundation;
- d) Library Regulations, to be prepared by the library coordinator and approved by Nova SBE and the Alfredo de Sousa Foundation;
- e) Regulations for the use of book lockers, to be prepared by Nova SBE and approved by the Alfredo de Sousa Foundation.
- f) Space-management Regulations, to be prepared by Nova SBE and approved by the Alfredo de Sousa Foundation;
- g) Event Regulations, to be prepared by Nova SBE and approved by the Alfredo de Sousa Foundation;
- h) Regulation of the Alumni Lounge, to be prepared by Nova SBE and approved by the Alfredo de Sousa Foundation.

#### III. GENERAL PROVISIONS

#### **CHAPTER I - GENERAL**

## **Article 1 (Object)**

- **1.1.** This Regulation establishes the general rules that govern the operation and use of the Carcavelos Campus.
- **1.2.** This Regulation shall be considered an integral part of any contract for the use of the Carcavelos Campus, in whole or in part, in particular those for which a person or entity is granted, authorized, or recognized the use of any space, shop, building or part thereof, part of common area, or any other part of the Carcavelos Campus, whether inside or outside, temporary or permanent (the "Operators").
- **1.3.** Always taking into account the needs of Nova SBE transmitted through its governing bodies, and in permanent articulation with this, the Alfredo de Sousa Foundation is responsible for the management of the Carcavelos Campus. The Foundation shall be able, however, to appoint a management entity, notifying that appointment to the Operators of the Carcavelos Campus.
- **1.4.** In the event that a management entity is appointed, whenever powers or rights to Alfredo de Sousa Foundation are attributed or recognized, or if obligations are attributed to them, said powers, rights, and obligations shall be deemed to be attributed to the manager, although ownership of the rights complex and obligations is always presumed to be from the Alfredo de Sousa Foundation.

# **Article 2 (Establishment)**

**2.1.** The Carcavelos Campus is an educational institution comprising the spaces and elements described above, distributed according to a careful technical plan, common spaces of circulation and leisure, with all the infrastructures of support, namely cleaning, maintenance, security, and promotion services, with the goal of ensuring the articulated operation of the various activities undertaken therein, in particular

those relating to education, service provision, and catering and trade, in harmony with centralized management.

- **2.2.** For the purposes of the previous paragraph, centralized management is understood to be (i) the implementation, direction, and coordination of services, (ii) management of common areas, (iii) provision of support and consulting services to Operators, and (iv) the supervision of compliance with the rules governing the operation and use of the Carcavelos Campus by the Campus Community and by the Operators.
- **2.3.** The Alfredo de Sousa Foundation has entered into lease agreements with several entities pertaining to the assignment of exploitation and provision of services (which include the assignment of the use of certain areas of the Carcavelos Campus) and assignment of use, hereinafter "Contracts".
- **2.4.** For the purposes of these Regulations, Campus spaces leased or the use of which was in any way assigned to third parties are designated by Units; the Carcavelos Campus is made up of all the various Units that comprise it and the Common Use Parties; and the global activity of the Carcavelos Campus consists of all the activities carried out in the Units, which do not have functional autonomy or individuality relative to the Carcavelos Campus, which constitutes a single establishment.

#### **Article 3 (Access to the Carcavelos Campus)**

- **3.1.** The Carcavelos Campus is intended to serve mainly the Campus Community.
- **3.2.** The commercial spaces in the Carcavelos Campus (namely the Shops, Restaurant facilities, Gymnasium, Student Residence, and Parking Area) and the Library are also open to the general public as long as they respect the scope of the activities carried out in the their respective areas, allowing the entry of people outside the Campus Community into the Campus under the conditions established in these Regulations and in the regulations that are approved for each of the areas in question.
- **3.3.** The remaining spaces of buildings of the Carcavelos Campus (including classrooms, amphitheaters, computer rooms, work rooms, and study spaces) will be used exclusively by the Campus Community and may be used by visitors in events with a different purpose, to be defined case by case and always discussed and approved jointly with Nova SBE and respecting the Regulations of the Management of Spaces and Events.
- **3.4.** Entry into the spaces identified in number 3.3 above is governed by the following rules:
  - Entry is dependent on the use of access cards to open doors, which are distributed exclusively to the Campus Community and/or to Visitors who are duly authorized;
  - b. The Alfredo de Sousa Foundation may deny access and/or demand the departure of any person or entity without due and/or proper access to said spaces, either on its own initiative or at the request of Nova SBE.
- **3.5.** The Exterior Zones of the Carcavelos Campus are open to the public. However, the Foundation reserves the right to deny entry and/or demand the exit of any person(s) or entity(ies) whenever their presence or activity developed is considered to be disruptive to the normal functioning of the Carcavelos Campus.

- **3.6.** Any occupation of spaces (interior or exterior) of the Carcavelos Campus, even though in a precarious way, shall depend on prior written consent of the Alfredo de Sousa Foundation.
- **3.7.** Except for specific events in which something different may be defined, there shall be no specific dress code for access to the Carcavelos Campus. However, access to the Exterior Zones and entry into the Buildings of persons with naked torso, bikini, or bathing suit, persons who are wet, or persons who are tracking and/or trailing sand or who are covered with sand is expressly forbidden.
- **3.8.** The Alfredo de Sousa Foundation reserves the right to prohibit the entrance and/or to require the departure from the Campus of persons who present themselves in a manifestly intoxicated state or state not consistent with the image and principles of the Carcavelos Campus.
- **3.9.** The Alfredo de Sousa Foundation reserves the right to prohibit entry or to require the departure from the Campus of any person(s) who do(es) not comply with the access rules defined herein.
- **3.10.** For security reasons, access to the Campus outside of public opening hours may be subject to special identification and approval requirements.
- **3.11.** The elements of Nova SBE will be able to circulate through all of the interior and exterior spaces of the campus to which their function and their access card assign/allow this possibility.

#### **Article 4 (Fundamental principles)**

- **4.1.** All Campus Users expressly agree to:
  - a) accept the specific principles governing the operation and use of the Carcavelos Campus, as conceived by the Alfredo de Sousa Foundation.
  - b) abide by the provisions of these Regulations and the orientation that, in the future, the Alfredo de Sousa Foundation shall prescribe regarding its operation, in accordance with the objectives of Nova SBE and in coordination with its governing bodies;
  - c) comply with applicable Law and Regulations, policies of use, standards, and procedures and other rules and regulations approved for the Carcavelos Campus, including the rules and regulations approved for specific functional zones of the Carcavelos Campus.
  - d) adopt a behavior that is consistent with a positive teaching environment and comply with the rules specifically applicable to each functional area of the Campus.
  - e) comply with the instructions of the duly empowered authorities that are transmitted or posted on the Campus.
- **4.2.** The following activities are prohibited on the Campus:
  - a) carrying or possessing a weapon of any kind;

- b) bringing animals (except guide dogs in the performance of their duties);
- c) consuming alcoholic beverages, except in locations expressly authorized or on days or at events expressly authorized;
- d) smoking, except in locations expressly authorized or on days or at events expressly authorized;
- e) using skates or skateboards, or any other means of mobility/movement that may be prohibited by the Alfredo de Sousa Foundation;
- f) making barbecues or conducting other forms of food preparation, unless previously authorized by the Alfredo de Sousa Foundation;
- g) any commercial activity not explicitly authorized or contracted with Alfredo de Sousa Foundation;
- h) Begging;
- i) urinating or defecating outside sanitary facilities;
- j) eating in the Library, classrooms, or auditoria, or in areas where the consumption of meals will be prohibited by the Alfredo de Sousa Foundation;
- k) posting information outside the areas designated for this purpose;
- I) posting information in the areas intended for this purpose without the prior consent of the Alfredo de Sousa Foundation;
- m) parking cars and/or any other type of vehicle outside the authorized areas (under penalty of seizure and removal of the same, with the respective costs being borne by the owner, to whom additional penalties may still be applied);
- n) entering into the pools or bodies of water or throwing anything into them;
- o) in general, using the Carcavelos Campus in any non-civic way.
- **4.3.** In addition to the obligations set forth in number 4.1 above, the Operators shall:
  - a) ensure the availability of the means of payment that may be required by the Alfredo de Sousa Foundation, including, but not limited to, cash payments, ATM, and, in all spaces indicated for that purpose by the Alfredo de Sousa Foundation, through the "Campus Pay" application, using Mifare technology, which will be implemented through an agreement established with Banco Santander Totta, SA and adopted as the preferred payment method of the Carcavelos Campus, as well as other means of payment that come to be indicated at any time by the Alfredo de Sousa Foundation;

- (b) ensure that the information, indications, postings, and presentation of the services relating to the activities carried out (whether online or offline) made available to the public are in English, complemented or not in the Portuguese language, which includes, advertising, prices, regulations, information sent, and signage;
- (c) ensure that officials and all personnel of Operators performing duties involving contact with the public have command of the English language;
- d) ensure that officials present themselves properly dressed for the performance of their duties whenever this is appropriate and/or is indicated by the Alfredo de Sousa Foundation.
- e) The Operators recognize and accept the "sui generis" nature of the areas included in the Carcavelos Campus, accepting them as mere sites of the unit whose use is made available to them, and understanding the complementarity and interdependence that is established in the Carcavelos Campus between the interests of the Alfredo de Sousa Foundation, Nova SBE, the manager, if appointed, and the Operators promoting the availability to the Users of the Campus of teaching, study, and leisure areas in the Carcavelos Campus as a result of the activities carried out.
- **4.4.** The Foundation shall not be held liable in the event of any accident, damage, theft, robbery, and/or any other voluntary or involuntary event(s) occurring on Campus and which causes civil liability harm under the law, which is not in fact directly attributable to their actions or omissions.

#### **Article 5 (Individualization of Units)**

- **5.1.** The Units are distributed throughout the different areas of the various buildings that make up the Carcavelos Campus, with the area(s) used by each Operator being defined and identified in the plan attached to the respective contract.
- **5.2.** The number of Units and their respective areas can be modified by the Alfredo de Sousa Foundation according to the needs of the exploration and the best use of the spaces, without prejudice to the provisions in the Contracts signed with the Operators, and with respect for other commitments.

# **Article 6 (Parts and Zones of Common Use)**

The Parts and Zones of Common Use of the Carcavelos Campus are considered to be:

- a) all access and emergency exits;
- b) the internal and external circulation areas, including the beach access tunnel, corridors, stairways, and elevators;
- c) the internal technical installations and their access corridors;
- d) general facilities for water, electricity, air conditioning, gas, sound, fire and theft detection, telecommunications, and fire-fighting equipment;
- e) the processing stations and the emergency system;

- f) restrooms and toilets for public use, including their equipment and accessories;
- g) decorative elements installed in public areas;
- h) the walls of the areas affected by the Operators, except those that are exclusively affected by the Units;
- i) any installations or equipment installed in the Carcavelos Campus or for its exclusive use, including the equipment of waste collection, ventilation and exhaust systems;
- j) safety signs;
- k) in general, the elements and spaces of the Carcavelos Campus that are not affected by the exclusive use of any of the Units;
- I) other areas or equipment that may at any time come to be considered by the Alfredo de Sousa Foundation as appropriate for Common Use..

#### **CHAPTER II – ADMINISTRATION**

#### **Article 7 (Jurisdiction)**

- **7.1.** The administration and management of the Carcavelos Campus shall be exclusively the responsibility of the Alfredo de Sousa Foundation or the manager appointed by it for this purpose, who shall exercise her/his duties through the properly appointed representatives and all of whom shall carry out their actions respecting the objectives of Nova SBE as determined by its governing bodies and in permanent coordination with them.
- **7.2.** The appointment of the manager is the responsibility of Alfredo de Sousa Foundation in articulation with the Direction of Nova SBE.
- **7.3.** The administration of the Carcavelos Campus comprises the practice of all acts related to the implementation, direction, and coordination of services and to the administration of Parts and Zones of Common Use.
- **7.4.** The administration also includes the exercise of supervision of the activity of the Operators in order to ensure a quality operation of the Units in particular and the Carcavelos Campus in general, in accordance with the principles and requirements inherent to the specific reality of the Carcavelos Campus and the specific characteristics of each Unit that integrates it, and under the terms of these Regulations.
- **7.5.** In particular, it is incumbent upon the Alfredo de Sousa Foundation (or the manager, if one is so designated) to:
  - ensure the proper functioning of the Carcavelos Campus and the security of its areas and facilities, as well as the interests of Campus Users and Operators engaged in commercial activities;

- b) maintain the philosophy and essential characteristics that governed the implementation of the Carcavelos Campus as a University Campus and those inherent to the integrated trade in its commercial areas, namely ensuring the effective exercise in the Units by the Operators of their business activity.
- c) determine the performance of inspection actions regarding the way the Units operate, namely to verify compliance with the legal, contractual, and regulatory norms or those that have been determined by it, which govern the exercise of the activity of the Operators, especially those standards that exist in order to protect the health and safety conditions of the Units, the good quality and the conditions of conservation of the products marketed or stored in them, or any other standards protecting the public health;
- d) determine the implementation of training activities aimed at promoting safety on the Carcavelos Campus and the prevention of accidents, and prior knowledge of adequate action in cases of accidents, namely fire, through exercises and simulations of evacuation of the Carcavelos Campus (i.e., fire drills);
- e) maintain the harmony and balance of the Units and guide the market policy of the Carcavelos Campus;
- f) represent the Carcavelos Campus in and out of court, and ensure compliance with the provisions of these Regulations;
- g) support the Operators in the resolution of problems that they may present in relation to the operation of the Carcavelos Campus or the Units;
- h) coordinate and ensure the safety, conservation, maintenance, and cleaning of the Parts and Zones of Common Use;
- i) oversee and coordinate surveillance, cleaning, and maintenance services;
- j) contract and manage the companies or personnel necessary to carry out the common services, supervising their activity;
- k) collect revenues, impose fines, and administer the funds intended to cover the costs and expenses related to the operation and use of the Carcavelos Campus.
- oversee and coordinate all the activities of the Carcavelos Campus, establishing the hours of operation and conditions of use of the Parts and Zones of Common Use, including the conditions of use and operation of the equipment, deciding on the areas where it is prohibited or allowed to smoke, and assuring the provision of services of common interest in the manner that it deems most convenient to the satisfaction of those interests, and for that purpose shall consult the opinion(s) of the Nova SBE governing bodies;
- m) prepare, by 30 July of each year, the estimated budget for expenses and charges for the operation and use of the Carcavelos Campus for the following year, and present this budget to the Operators.

**7.6.** The Alfredo de Sousa Foundation or the manager that may be appointed by it are entitled to act in court, either against any of the Operators or against third parties, within the scope of their powers, and in particular to demand payment from them for their share of expenses and charges common with the operation and use of the Carcavelos Campus, and the Operator shall be responsible for all expenses and charges, including court fees and attorneys' fees that may fall to the Alfredo de Sousa Foundation or its manager as a result of such action(s).

#### **CHAPTER III – OPERATORS**

# Article 8 (Use of units)

- **8.1.** Once inaugurated, the Units shall exclusively exercise the activities authorized by their respective contracts in a continuous and uninterrupted way.
- **8.2.** The possible consent of the Alfredo de Sousa Foundation to diversify or concentrate the type of goods or services contracted does not authorize the Operators to do so in a way that discharges or changes the branch of activity provided in the respective contracts.
- **8.3.** Except as expressly provided in the respective agreements, the Operators are forbidden to exercise their commercial activity in additional areas created in the Units by the installation of mezzanines or similar solutions, which may only be used for the accomplishment of ancillary purposes and be strictly reserved for the Operators and their employees.
- **8.4.** Operators are not guaranteed exclusivity of the exercise of their particular type of commercial activity on the Carcavelos Campus. Therefore, unless expressly stipulated in the contract they have entered into, no Operator may oppose the exercise in other Units of identical, complementary, parallel, or similar business activities to those pursued by themselves.
- **8.5.** In the use of its Units, the Operators are subject to the limitations arising from their integration in the Carcavelos Campus to the conditions of use established in the contracts and/or in these Regulations, to the decisions that, in the exercise of their competencies, are made by Alfredo de Sousa Foundation, and to the legal provisions governing the exercise of the commercial activities pursued by them.

# Article 9 (Designation, insignia, and signage)

- **9.1.** The use of the name of the Carcavelos Campus by the Operators will be regulated in the respective Contracts, and it is understood, in the absence of regulation, that the name can be used by the Operators only with the express agreement of the Alfredo de Sousa Foundation of the Carcavelos Campus and under the terms and conditions that may be expressly agreed upon.
- **9.2.** The name of the Carcavelos Campus can be freely altered by the Alfredo de Sousa Foundation at its own discretion and at any time.
- **9.3.** The Signage Project of the Carcavelos Campus defined by the Alfredo de Sousa Foundation must be respected by all Operators.

- **9.4.** The Operators may not install any signs (luminous or non-luminous) or other forms of advertising or publicity on the outside of the Units, or within the interior so that they are visible from the outside, unless expressly authorized in writing by the Alfredo de Sousa Foundation, which may freely refuse to grant its consent without providing any reason, and the Operator shall have no recourse to opposition to such refusal.
- **9.5.** The internal layout of the respective spaces and/or their alteration shall depend upon the approval of said layout and/or alteration by the Alfredo de Sousa Foundation, and said layout and/or alteration shall be expressly stipulated in the contract entered into between the Operator and the Alfredo de Sousa Foundation.

# Article 10 (Licensing of the activity)

- **10.1.** It is the responsibility of the Operator to obtain the licenses or authorizations that are necessary for the development of its activity and opening it to the public, as well as the practice of any and all act(s) necessary to ensure that there are no obstacles to its full operation.
- **10.2.** Any license to use, open, or operate the Units shall refer only to the branch of activity authorized in the respective Contracts.

## **Article 11 (Limitations)**

- **11.1.** It is expressly and especially forbidden to the Operators to:
  - a) perform any works or remodeling in the Units without observing the provisions of these Regulations and the respective Contracts;
  - make it impossible or difficult to use (by act or omission), or to encumber (by act or omission) the use of the Units, any equipment installed in them, and/or the Parts and Zones of Common Use;
  - c) install, in any part of the Carcavelos Campus, a loudspeaker, television, phonograph, or stereo, and/or to use such equipment in its Unit in such a way that it may annoy Campus Users or to allow such equipment to be audible outside the Campus or area of the Unit;
  - d) make commercial proposals, including the distribution of leaflets, in any area of the Carcavelos Campus outside its Unit, and/or in the vicinity of the Carcavelos Campus, unless expressly authorized by the Alfredo de Sousa Foundation;
  - e) exercise in the Units any activity different from the one authorized by the respective contract or employ or permit a third party to use the respective Unit for a purpose other than contractually established, however beneficial, whether religious, political, sporting, or promotional;
  - f) use in the interior or exterior of the Units decorations that damage the general aesthetics of the Carcavelos Campus or that go against the design of signage of the Carcavelos Campus;

- g) install or deposit in the Units or corridors any machine or merchandise that, by its weight, size, or nature, is liable to cause damage to persons or goods or, at any time exceed the structural, electrical, and/or thermal loads foreseen in the project of the Carcavelos Campus, or in general jeopardize the security of the premises or persons;
- h) contract any services or enter into employment contracts with persons who must carry out their activity, permanently or sporadically, in the Units or on the Carcavelos Campus, without ensuring full compliance with the Labor and Social Security legislation in force;
- i) in general, practice or adopt conduct that violates the rules in force, these Regulations, or its contract, or affects the order, discipline, and efficiency of operations on the Carcavelos Campus, or make the operation of the Carcavelos Campus more expensive.
- **11.2.** It is also forbidden to the Operators, except with prior and express written authorization of the Alfredo de Sousa Foundation to:
  - a) introduce or maintain on the Carcavelos Campus or in its Unit dangerous substances such as flammable, explosive, corrosive, irritating, or other materials that require specific safety conditions, except in those cases where these products are proper to the trade of the Operator and proper and sufficient measures are taken to minimize possible environmental impacts;
  - b) occupy or use in any way, directly or indirectly, any area of the Parts and Zones of Common Use;
  - c) sell second-hand articles, or defective or restored merchandise in the Units;
  - d) carry out or promote auctions or adopt similar procedures for the same purpose(s);
  - e) sell or promote the sale of goods or services on the Carcavelos Campus through dealers, agents, or intermediaries;
  - f) sell tobacco (including electronic cigarettes);
  - g) sell alcoholic beverages except in places that are expressly authorized (places with restaurants are expressly authorized for the sale of beer, and regarding wine and white drinks, sale is authorized in the Restaurant and Bar, provided that in every case sale of said beverages shall be in compliance with the provisions of these Regulations and stipulated in the contracts with the respective Operators);
  - h) sell products related to games of chance, including Santa Casa Games.

# **Article 12 (Obligations of Operators)**

The Operators shall undertake to:

- a) open the Units to the public duly decorated and equipped, safety equipment and emergency response capabilities included, within the period contractually established or fixed in the order of Receipt of the Unit, or that is established by a decision of the Alfredo de Sousa Foundation;
- b) keep the Units open during the opening hours of the Carcavelos Campus fixed by the Alfredo de Sousa Foundation or the Unit in question, and within the limits established by law or at times that may be expressly agreed in the Use Contracts;
- c) neither terminate nor suspend the activity, except for justifying reason(s) and obtaining prior authorization from the Alfredo de Sousa Foundation;
- d) not vacate, and ensure that their workers not vacate the Carcavelos Campus until the closing time of their respective space;
- e) if so determined by the Alfredo de Sousa Foundation, keep the display cabinets, shop windows, signs, and luminous signs of the Units illuminated during the hours that the Carcavelos Campus is open to the public;
- f) if so determined by Alfredo de Sousa Foundation, keep the windows and shop windows properly decorated and with adequate exposure of their products, ensuring regular updating of this exhibition area outside the opening hours of the Carcavelos Campus;
- g) store or display in the Units only the articles, products, or merchandise that are the same ones commercialized in the Use contract, and to ensure that such storage is done safely and in an organized manner, keeping the necessary accesses clean, free, and unimpeded;
- h) receive the goods, articles, and products for their Units only at the times and in the locations fixed by the Alfredo de Sousa Foundation for that purpose;
- i) maintain, in a perfect state of preservation, safety, and hygiene, the loading and unloading docks, the corridors, the technical zones, and the Units and their belongings, namely the showcases and windows, facades, doors, equipment, water, electricity, air conditioning, and security installations, and regularly promote the verification and/or replacement of such equipment and installations in order to ensure that they are the most adequate and meet legal and regulatory requirements in force at any time; keeping a record of maintenance, cleaning, and disinfection of the equipment and facilities in the Units;
- inform the Alfredo de Sousa Foundation of any accident or incident occurring in the Units and promote the investigation of the respective causes and responsibility and prepare the corresponding report, accepting the intervention of the Alfredo de Sousa Foundation or the technicians appointed by the Foundation to conduct said investigation;
- k) immediately withdraw from the Units any articles or products intended for consumption, and in particular food products, that do not comply with the legal conditions sufficient to be marketed and ensure that they are not stored on the Carcavelos Campus;
- regularly contract disinfestation services for its Units to prevent the presence of rats, cockroaches, and/or other vermin or, in cases in which the Contract provides that these services

- will be the charge of the Alfredo de Sousa Foundation, their realization on the dates indicated by the Alfredo de Sousa Foundation;
- m) permit the entry into the Units of employees or representatives of the Alfredo de Sousa Foundation, or persons appointed by it, for the purpose of carrying out audit, inspection, and repair of equipment in common use, and monitoring compliance with these Regulations or decisions handed down by the Alfredo de Sousa Foundation;
- n) observe the environmental rules established in these Regulations;
- comply with all determinations, demands, and injunctions issued by public authorities, informing the Alfredo de Sousa Foundation of same, when they question or in any way pertain to the Units and/or the Carcavelos Campus, as well as to pay the fines incurred as a result of non-compliance with them;
- p) make all payments due to the Alfredo de Sousa Foundation in a timely way, including the remuneration due, contributions for common expenses, and payment of individual charges, within the terms of, and by means that may be indicated by, the Alfredo de Sousa Foundation in the respective Contracts, since it has already been clarified that the Alfredo de Sousa Foundation may, at any time, require the use of payment by direct debit.
- q) give priority to the Campus Community in accessing the service provided and ensure that the conditions offered to those who do not belong to the Campus Community are no more beneficial than the conditions offered to the Campus Community.

# Article 13 (Individual charges)

- 1. The following expenses shall be borne in their entirety by the benefitting Operators:
  - a) the supply and installation, for the exclusive use in their Unit, of electricity, telephone, telefax, telex, internet, television, heating, air conditioning (individual network), warning signs, fire detection, burglar alarm, sound, and any other equipment from the connection points located on the periphery of the respective Unit;
  - works or alterations/remodelling carried out in the facilities or general equipment of the Carcavelos Campus, as a consequence of needs created by the exclusive installations of their Unit.
- 2. All costs related to the consumption of water, electricity, and gas of the respective Units are also fully borne by the benefitting Operators.
- 3. Payments due by the Operators under the terms of the previous number shall be made in accordance with the terms and in the period established in the respective Contracts, and the Alfredo de Sousa Foundation may (i) charge penalties and (ii) interrupt the supplies in the event that the corresponding payments are not made after having received written warning, and in this connection to regularize any delays, granting for that purpose a period of not less than eight days.

4. Operators shall not be entitled to reimbursement of sums paid in accordance with paragraph 1 above, nor shall they be entitled, on the basis of the same, to claim any compensation, indemnity, or right of retention.

# Article 14 (Expenses and charges for operation and use)

- **14.1.** Costs and expenses related to the operation and use of the Carcavelos Campus are considered to be those related directly or indirectly to that operation and use, namely those related to:
  - (a) staff assigned to the provision of common services, as well as administration and management services;
  - b) cleaning of Parts and Zones of Common Use;
  - c) insurance of Parts and Zones of Common Use;
  - d) water, electricity, power, fuels, telephones, and telecommunications in common use;
  - e) acquisition, maintenance, and repair of equipment and materials of common use or to this effect;
  - f) surveillance service;
  - g) waste collection and removal;
  - h) preservation and maintenance of Parts and Zones of Common Use, including signs, and those relating to the operation of common services, namely the provision of articles and/or products for sanitary and/or other installations or decoration, including flowers;
  - i) remuneration of the management of the Carcavelos Campus.
- **14.2.** The expenses and charges referred to in the previous number shall be borne by the Operators in accordance with the imputation criterion established in the respective Contract, which may pertain to the area, a certain percentage established in the Contract concluded with the same, or any other criterion that may be agreed between the Parties.
- **14.3.** For the purposes of payment of the respective contributions, the amount budgeted for each year by the Alfredo de Sousa Foundation will be considered in the estimated budget that has been prepared and presented to the Operators by December of the previous school year.
- **14.4.** In October of each academic year the Alfredo de Sousa Foundation will present to the Operators the accounts referring to the previous year.
- **14.5.** With the closing of the accounts, any discrepancies verified between the budgeted amounts and the amounts of expenses actually incurred will be determined.

- **14.6.** In the event that there is a positive discrepancy following the clearance operations, the existing balance shall be carried over to the following year. If the discrepancy is negative, the Operators shall pay their share in the following month.
- **14.7.** In the event that extraordinary expenses are to be incurred, they shall be borne by the Operators, in accordance with the criteria defined in the respective agreement, in the month immediately following that of their realization.

# Article 15 (Liability for damages)

- **15.1.** Operators are responsible for damage(s) caused in any part of the Carcavelos Campus or in their equipment as a direct or indirect result of the activity they carry out, whether said damage(s) is/are personally attributable to the Operator or to the Operator's employee(s) or supplier(s).
- **15.2.** The liability of the Operator for damage(s) caused by the action of its employee(s) or supplier(s) exists if they have given them cause in the exercise of the functions entrusted to them, or in the interest of the Operator, and even if not authorized, or against instructions thereof.

# **Article 16 (Monetary obligations)**

- **16.1.** The Operators are obliged to settle all expenses, charges, and/or remunerations of their responsibility in the terms defined in the respective Contracts.
- **16.2.** Within the deadlines set for payment, the Operators may consult the documents justifying the request of the amounts communicated to them, as well as request from the Alfredo de Sousa Foundation any clarifications that may be relevant.
- **16.3.** Delay in the payment of any amount shall oblige the Operators to pay default interest at the statutory rate plus 5 percentage points, unless such occurrence is already foreseen along with its consequence in the Contract celebrated with the Operator in question.
- **16.4.** After 30 days following the expiration of the payment deadline, if any part of the total amount due remains outstanding, the Alfredo de Sousa Foundation may resort to the courts or seize any guarantees/sureties that may be on deposit according to the contract with the Operator in question.

# **Article 17 (Insurance)**

- **17.1.** In the Carcavelos Campus the following insurances are compulsory:
  - a) multi-risk type, for Parts and Zones of Common Use, covering buildings, facilities, and equipment, whether incorporated or not, namely elevators and air conditioning;
  - b) civil liability, covering damages caused to third parties by the existence, use, and operation of the building, including those caused by the maintenance actions of the building, and the activities carried out, whether inside or outside.
- **17.2.** Notwithstanding the provisions of No. 17.1, it is the sole responsibility of the Operators to enter into multi-risk insurance and civil liability insurance contracts, to ensure coverage of their respective

Units and the activities performed in them, and to renew such insurance for as long as the Operators' activities and/or contract continue(s).

- **17.3.** In the event that works and/or remodeling are/is undertaken, the Operator must contract "works and installations" insurance covering the risks arising from the works that the Operator intends to carry out and the extracontractual and cross-linked civil liability inherent to these works (a policy in which the Alfredo Foundation de Sousa must be included as co-holder), with the capital that will be defined at any time, depending on the size of the works, and that includes coverage for damages caused to third parties entering the space of the Unit during the period of the works.
- **17.4.** It is the responsibility of the Alfredo de Sousa Foundation to ensure the existence of compulsory insurance contracts and to notify any Operator that may not have not entered into said insurance contracts that they must do so within a maximum period of 15 days, under penalty of suspension and/or revocation of their Use Contract and/or the exercise of their activity in the Unit.
- **17.5.** In the event of disagreement regarding the scope of the insurance coverage and/or capital, and if this is not contrary to the terms of the respective agreement, said disagreement shall be settled by means of arbitration, which shall be vested in three arbitrators nominated, respectively, by the Alfredo de Sousa Foundation, by the Operator, and by the Insurance Company with whom insurance must be contracted.

# Article 18 (Keys to Units)

- **18.1.** The Alfredo de Sousa Foundation shall have in its custody, in a sealed envelope, a duplicate of all the keys of the outer doors of the Units.
- **18.2.** The Alfredo de Sousa Foundation may use the keys referred to in the previous number only to deal with situations in which its intervention is necessary and is contained within its competences, and that, due to its urgency, do not allow time for an alternative action.
- **18.3.** Whenever, under the terms of the previous number, the Alfredo de Sousa Foundation uses said keys, it shall inform the Operator of their use at the earliest possible.
- **18.4.** The non-delivery of the keys in breach of the provisions of the agreements concluded, allows the Alfredo de Sousa Foundation to apply penalties in the general terms set forth in these Regulations and makes the Operator the sole party that is liable for any damage(s) caused in the respective Unit and/or belongings that may result from the need which he/she has created, that the access, justified under the terms of number 2 above, of the Alfredo de Sousa Foundation to the Unit, must be obtained by other means, as well as for the possible aggravation of the damage(s) that the delay in the action, due to the need to appeal to such other means, implies.

# Article 19 (Employees of Operators and service providers)

**19.1.** The Operators as well as the entities that come to provide services in the Carcavelos Campus, and their representatives and personnel, with or without employment relationship, shall under no circumstances be considered as workers, agents, commissioners, or representatives of the Alfredo de Sousa Foundation and/or their owners and/or their representatives and personnel, and shall have no

power, right or authority to create, oblige, or assume, in any way, obligations or responsibilities with third parties on behalf of the Alfredo de Sousa Foundation, namely with third parties or other entities.

- **19.2.** The Operators and service providers shall be solely responsible for the acts or omissions committed by themselves or their representatives and personnel, and shall also be solely responsible for any claims, liabilities, or contingencies arising from facts attributable to them and arising from the execution of the respective Use Contracts or provision of services, and the Alfredo de Sousa Foundation shall not be responsible, directly or indirectly, for any damages or injuries, to property or to person(s), caused or suffered by the Operators and service providers, their employees, and/or other personnel used or employed by them.
- **19.3.** The operation of the Units shall be carried out by personnel contracted by the Operators and the services rendered by the personnel contracted by the service provider, all of whom shall be answerable to the Alfredo de Sousa Foundation for the faithful, timely, and perfect fulfillment of the contractual rules and obligations by its employees/colleagues.
- **19.4.** In the operation of the Units or in the provision of the services, the Operators and service providers shall undertake to use trained and competent personnel, providing continuous training for the execution of the tasks that, at any moment, appear necessary to carry out, and shall be obliged to immediately replace any worker or other personnel in their service whenever requested by the Alfredo de Sousa Foundation, based in particular on professional or disciplinary reasons and also, in case of violation of the provisions of the following paragraph; and the Alfredo de Sousa Foundation may from the outset or at any time thereafter prevent the entry into its premises of workers or personnel whose replacement has been requested by the Foundation.
- **19.5.** Operators and service providers must inform Alfredo de Sousa Foundation in advance of the number of staff (by professional category and function) and their respective working hours for the Units and the provision of services and, for security reasons, the identification of the workers and other personnel that they use in the Units and services, indicating the full name of each one, the residence, and the number, place, and date of issue of the respective identification documents.
- **19.6.** The Operators and service providers are obliged to maintain in permanent effectiveness of functions at least the number of persons indicated in their proposal or demanded by the Alfredo de Sousa Foundation, replacing them during vacation periods and, in case of absence for reason(s) of health or any other situations of impediment at work, the Operator shall be obliged to replace said worker(s) within a period of no more than 24 hours from the date on which it became aware of the fact.
- **19.7.** The Operators and service providers must inform all employees whose information they send to the Alfredo de Sousa Foundation, prior to sending any information that concerns these employees, that this personal data will be (i) communicated to the Alfredo de Sousa Foundation in order to be treated, with a view to the purpose referred to in the previous paragraph, and (ii) that they may access their personal data so communicated, as well as request rectification of error(s) in said information, under the terms of Data Protection legislation that is at any time in force, by written request sent to the Alfredo de Sousa Foundation, sent by letter or by electronic mail to the address(es) indicated in the Contract or to provide services, which must be expressly communicated to said employees.
- **19.8.** In case of substitution of any of the workers and/or other personnel used by the Operators and service providers, they must notify the Alfredo de Sousa Foundation immediately, and never with less

than 24 (twenty-four) hours following said substitution; and if said notice is provided later than 24 hours, the Alfredo de Sousa Foundation may prevent the substitute's access to its premises.

- **19.9.** It shall be the sole responsibility of the Operators and service providers to pay any and all amounts related to the use/benefit of/from the personnel at their service.
- **19.10.** In the execution of the respective Contracts of Use or provision of services, the workers and other personnel used by the Operators and service providers must take into account the safety of the entire surrounding area.
- **19.11.** Operators and service providers who carry out activities on the Carcavelos Campus must comply with the legal and regulatory provisions applicable in matters of labor and social security with respect to personnel hired or subcontracted for the performance of the Contract or provision of services.
- **19.12.** When accepting the operation of the Units or the provision of services, the Operators and service providers also accept that:
  - a) employees and other personnel hired, subcontracted, or otherwise affected by the operation of the Units or the provision of services, under no circumstances shall be considered as employees of the Alfredo de Sousa Foundation, with the Operators and service providers being solely responsible for any obligations arising from their contractual or other links, or to the employees themselves, by virtue of labor and social security legislation, or to other personnel employed;
  - the Operators and service providers are solely responsible for the work and safety of said workers and other personnel mentioned above who are used for the operation of the Units or for the provision of services, expressly exempting the Alfredo de Sousa Foundation from any liabilities arising therefrom;
  - c) the Operators and service providers are exclusively responsible for paying any and all pecuniary amounts arising from the hiring of their employees and other personnel at their service, whether contracted or subcontracted for this purpose, including salaries, allowances, obligatory contributions/deductions for Social Security, or others, indemnities of any nature, particularly with respect to accidents at work or otherwise, as well as other obligations of a pecuniary nature arising from the hiring of the personnel necessary for the operation of the Units and the provision of services and/or any that may arise during the period of validity of the respective Agreement or service provision;
  - d) the Operators and service providers are exclusively responsible for compliance with the legal and regulatory provisions in force, in particular with regard to compliance with the minimum legal age for employment, hours of work, training, work accidents, occupational health and safety, and provisions regarding hiring foreign workers, if/when applicable, as well as the resulting costs;
  - e) the Operators and service providers are exclusively responsible for obtaining legally obligatory insurance policies, including insurance against accidents at work, which shall cover all workers and other personnel employed by them, and which shall be kept in force, at their exclusive expense, throughout the term of the Agreement or service provision.

- f) the Operators and service providers shall be responsible for all obligations relating to their personnel, for the discipline and suitability of the personnel, and for the compensation for damage caused by them to facilities, equipment, equipment, and/or to third parties.
- g) if applicable, the Operator shall provide appropriate and sufficient uniforms to all of its employees, so that all personnel who are affected by the operation of the Unit or the rendering of the services are properly uniformed, as well as identified with a company card (name and photograph);
- h) if applicable, the Operator shall provide all personal protective equipment (PPE) necessary for its personnel;
- i) if applicable, the Operator shall guarantee the correct use/wear of uniforms/apparel and/or PPE, as well as the proper hygiene and presentation/behavior of its emplyees;

The Operators and service providers shall be obliged to comply with and enforce the legislation applicable to the organization of occupational safety and health services.

#### **CHAPTER IV – FUNCTIONING**

## Article 20 (Timetable and opening hours of the Carcavelos Campus)

- **20.1.** The working hours of the Carcavelos Campus are established by the Alfredo de Sousa Foundation according to the explicit needs communicated by Nova SBE.
- **20.2.** It is expressly prohibited, unless authorized by the Alfredo de Sousa Foundation and in the precise terms of this authorization, the presence (permanent or temporary) or circulation of any persons on the Carcavelos Campus beyond the time of the total closure of the Campus, or in the zones and areas that are closed beyond their the closing time, without prejudice to the activity of Nova SBE.
- **20.3.** Except as expressly provided for and/or authorized to the contrary by the Alfredo de Sousa Foundation, in coordination with Nova SBE:
  - a) the spaces covered by the contracts entered into with the Operators (including Residence, Gymnasium, Restaurants, Shops, and Parking Lot) the Operators must comply with the working hours defined by the Foundation and posted publicly;
  - b) the administrative services of the Operators shall operate every working day, from 9:00 o'clock to 18:00 o'clock;
  - c) the study space will normally be open 24 hours, every day, throughout the school period.

#### **Article 21 (Closure of Units)**

Operators shall be allowed to close their Units only according to the terms expressly stipulated in the respective Contract or with the express written consent of the Alfredo de Sousa Foundation, and after pronouncement by the Nova SBE governing body(ies).

# **Article 22 (Opening of the Carcavelos Campus)**

- **22.1.** It is the responsibility of the Alfredo de Sousa Foundation, through the surveillance service, to proceed daily to the opening and closing of the Carcavelos Campus.
- **22.2.** For the purposes of the previous number, the keys of the Carcavelos Campus shall, under normal circumstances, be kept by the surveillance service.

#### Article 23 (Use of Parts and Zones of Common Use)

- **23.1.** The administration of the Parts and Zones of Common Use is the responsibility of the Alfredo de Sousa Foundation, which is authorized to occupy, in any capacity whatever, regardless of the period of time, and in any manner that it may wish, any area thereof.
- **23.2.** The authorization of occupation by the Campus Operators and Community of any area of the Parts and Zones of Common Use shall be requested in writing, and such request shall be accompanied by and include all documents and particulars necessary for its assessment; and the absence of said documents/particulars shall be grounds for refusal.
- **23.3.** The authorization will always be refused when satisfying the request may result in damages or jeopardy to the circulation and/or when it implies nonalignment with the architectural and/or decorative features, or the diversity of Operators, or the interests of the Carcavelos Campus as a teaching space.
- **23.4.** The unauthorized occupation of any area of the Parts and Zones of Common Use grants the Alfredo de Sousa Foundation the right to restore normality, removing any and all assets placed therein by the Operators and destroying any works carried out therein, without the need for any notification to the offending Operator and without being responsible for any damages or losses; and no damages or indemnities shall be claimed by the Operator.
- **23.5.** The Operator shall be responsible for all expenses and charges arising from the authorized occupation of any area of the Parts and Zones of Common Use, including those necessary for the restoration of the area to its state prior to the occupation.
- **23.6.** All areas, facilities, equipment, and machines of common use, whatever their nature and location, are subject to the supervision, discipline, and control of the Alfredo de Sousa Foundation.
- **23.7.** To ensure the proper functioning of the Carcavelos Campus, the Alfredo de Sousa Foundation has the right, in coordination with the governing bodies of Nova SBE, , to provide circulation, facilities, and general services, establishing norms and regulations, including instructions for use.
- **23.8.** The Alfredo de Sousa Foundation has the right, either by itself or through third parties, to explore spaces that are part of the Parts and Zones of Common Use, and to the revenues generated thereby.

- **23.9.** The Alfredo de Sousa Foundation shall be responsible for establishing the locations, entrances, routes, and schedules for which cargoes and deliveries of merchandise of any nature may be made from or destined for the Units or the Carcavelos Campus, and the norms that shall govern these processes must include those aimed at safeguarding best hygiene practices.
- **23.10.** Waste materials may be deposited only in the containers and places and at the times, designated and provided for that purpose, as determined by the Alfredo de Sousa Foundation.
- **23.11.** Placement and installation of general radio and television antennas in the building(s) where the Carcavelos Campus is based depends on the express written consent of the Alfredo de Sousa Foundation, and may be rejected at the Foundation's sole discretion.
- **23.12.** Plumbing should be used prudently and operators should not use them for any purpose other than that for which they are intended, in particular, introducing debris or substances liable to cause them to become clogged or deteriorated, or introducing other substances prohibited under these Regulations.
- **23.13.** The Alfredo de Sousa Foundation has the right to replace the Operator who does not repair or replace glass, signs, illuminated signs, light bulbs, or other materials; and the Operator must undertake said replacements at its own cost and expense, and with its own labor.

## **Article 24 (Surveillance Service)**

- **24.1.** There shall be a security/surveillance service on the Carcavelos Campus.
- **24.2.** It is the responsibility of the Alfredo de Sousa Foundation to establish the minimum number of security guards/vigilantes in the contracts that they celebrate with the respective security service providers.
- **24.3.** The vigilantes are responsible for:
  - a) carrying out a surveillance action in the Carcavelos Campus, informing the Alfredo de Sousa Foundation of all facts or occurrences that may disturb the normal activity of the Carcavelos Campus or cause damages to the facilities, and providing the same knowledge to the Operators when they affect or refer to the respective Units;
  - b) opening and closing the Carcavelos Campus, fulfilling the schedule established by the Alfredo de Sousa Foundation;
  - c) intervening and/or requesting the intervention of the civil authorities whenever it proves necessary or convenient in their opinion to address any situation that may arise.
- 24.4. In the performance of their duties,
  - a) use the maximum composure and civility toward the Operators and their employees, the clients of the Carcavelos Campus, and other users;

- b) duly, pro-actively, and enthusiastically fulfill their obligations while respectfully complying with all legal and regulatory rules;
- c) carry out fully the duties that may fall to them and the tasks assigned to them by the Alfredo de Sousa Foundation.

# **24.5.** It is expressly forbidden for the vigilantes to:

- a) interfere in matters relating to the use of the Units, except when requested by the respective Operators or by the Alfredo de Sousa Foundation;
- accept the custody of the keys of any Unit, except for the keys of the Units delivered to the Alfredo de Sousa Foundation pursuant to the use of the vigilantes as prescribed in these Regulations.
- **24.6.** The Alfredo de Sousa Foundation assumes the obligation of organization, management, and coordination of the surveillance service to be contracted.

## **Article 25 (Cleaning Service)**

- **25.1.** The Alfredo de Sousa Foundation shall conclude cleaning contracts for the Parts and Zones of Common Use and will establish in the respective contracts that they will celebrate the necessary resources for this purpose. The Operators shall conclude for the respective Units the necessary cleaning service contracts, unless otherwise agreed in the respective Contract.
- **25.2.** The employees of the cleaning services hired by the Foundation shall be responsible for cleaning the Parts and Zones of Common Use of the Carcavelos Campus, and shall inform the Foundation of any and all events or occurrences that may disturb the normal activity of the Carcavelos Campus or cause damage to the premises, and provide the same knowledge to the Operators when affecting or referring to their respective Units.
- **25.3.** In the performance of their duties, all cleaning staff (whether contracted by the Foundation or the Operators, as referred to above) shall:
  - a) use maximum composure and civility toward the Campus Community, Visitors, and Operators;
  - b) duly and enthusiastically fulfill their obligations while respectfully complying with all legal and regulatory rules;
  - c) carry out fully the duties that may fall to them and the tasks assigned to them;
  - d) respect these Regulations insofar as they apply to them.
- **25.4.** It is expressly prohibited for the cleaning service employees to interfere in matters relating to the use of the Units and/or to accept the custody of the keys of any Unit.

# **Article 26 (Information, Advertising, and Publicity)**

- **26.1.** Advertising (paid or unpaid) and/or distribution of advertising anywhere on the Carcavelos Campus, including in the Units, is prohibited unless expressly authorized in writing by Alfredo de Sousa Foundation.
- **26.2.** Sites will be arranged for posting information on campus. Outside of these, the posting of any information without the explicit authorization of the Alfredo de Sousa Foundation shall not be allowed.
- **26.3.** In the places designated for information display purposes:
  - 26.3.1. for the Nova SBE, and at its indication, information will be posted by the Alfredo de Sousa Foundation on informative bulletin boards (Information Boards), regarding diverse subjects, such as information related to the change of classes, presentations of companies, activities related to Bachelor's degrees and master's degrees, and other activities and events with relevance, among other information;
  - 26.3.2. the Foundation will be responsible for defining and authorizing the information of the Operators that can be placed in these locations.
- **26.4.** Without prejudice to Nova SBE's activity, the Alfredo de Sousa Foundation reserves the right, in any and all cases, to order removal or remove any element of information placed in the Information Boards, without the need to request consent or make any justification for so doing.

# **Article 27 (Mail and Postal matters)**

- **27.1.** All correspondence of professional nature that is sent to the Carcavelos Campus will be delivered to the Campus Reception.
- **27.2.** Each Operator or member of the Campus Community will be responsible to go to the reception to be properly identified and collect their respective correspondence, and the Alfredo de Sousa Foundation shall not be responsible for a service of delivery to any member of the Campus Community and/or Operator. In the event that said correspondence is not collected as described above, the Foundation may proceed to the re-routing or return of said correspondence, and may charge for this purpose a fee to be defined by the Foundation.
- **27.3.** All personal postal correspondence must be received using the CTT post-office boxes that are installed on campus (CTT 24 Hours Building), which will be for the exclusive use of the Campus Community.

## Article 28 (Internet)

- **28.1.** Wi-Fi network will be available in all areas of the Carcavelos Campus.
- **28.2.** This network is intended for the exclusive use of members of the Campus Community, who will be given access credentials for this purpose.
- **28.3.** Access by the Operators to the general Wi-Fi network of the Campus will be made under conditions that may be agreed specifically with each Operator.

- **28.4.** It will be up to the Alfredo de Sousa Foundation to decide, for each Visitor, whether or not it will be granted Wi-Fi access, and may freely refuse to allow access to said Wi-Fi network at any time, with the exception of visitors to Nova SBE, which shall define the conditions of access to the Wi-Fi network, in articulation with the Alfredo de Sousa Foundation.
- **28.5.** All users of the Wi-Fi network must observe the rules of good use of the internet, refraining from browsing illegal content sites.

# **Article 29 (Theft or Loss)**

- **29.1.** The Alfredo de Sousa Foundation shall not be responsible for any theft that may occur on the Carcavelos Campus.
- **29.2.** Any and all assets found abandoned in the Campus must be delivered to the Campus Reception, which will register them and manage them as lost and found.
- **29.3.** The Alfredo de Sousa Foundation reserves the right to request the means of identification that it considers appropriate for the collection of lost and found property.
- **29.4.** In the event that a Campus User suffers a loss or theft, she/he should go to the Campus Reception to report the occurrence and check to know if the asset has been delivered there.

#### **Article 30 (Evacuations)**

All Campus Users must comply with the emergency and safety plan defined for the Carcavelos Campus and actively participate in the simulation(s)/drill(s) that will be promoted by the Alfredo de Sousa Foundation.

# **Article 31 (Incident Reporting)**

All incidents related to the Carcavelos Campus (including its buildings and/or technological infrastructures) should be reported via its own channel made available for this purpose by the Alfredo de Sousa Foundation.

## Article 32 (Events and Use of Spaces)

- **32.1.** The Carcavelos Campus will be open for events and/or space leasing.
- **32.2.** The event policy and process for space management (including classrooms, study rooms, and meeting rooms) will be regulated in an autonomous document and always according to the activity of Nova SBE and without prejudice to it.

#### **CHAPTER V – WORKS**

#### Article 33 (Works in Parts and Zones of Common Use)

The performance of any works in the Parts and Zones of Common Use of the Carcavelos Campus, whether they constitute a change, substitution, or modification, or are merely conservation or maintenance, is the responsibility of the Alfredo de Sousa Foundation, and in the event that the Foundation will have designated a Manager, said works shall be undertaken only with the prior written consent of the Alfredo de Sousa Foundation.

# Article 34 (Works in the Units)

- **34.1.** The execution of any work in the Units requires authorization from the Alfredo de Sousa Foundation and in undertaking said works, the rules established for it must be observed, including those established in the respective Technical Manuals, when applicable.
- **34.2.** The provisions of these Regulations shall apply to the granting or denial of the authorization provided for in the preceding number.
- **34.3.** The approval by the Alfredo de Sousa Foundation of the projects and the concession of its authorization for the execution of works in the Units does not exempt the Operators from their responsibility to obtain all the necessary administrative licenses and authorizations before starting the execution of their works.
- **34.4.** The execution of any unauthorized works shall grants the Alfredo de Sousa Foundation the right to destroy/reverse said works and to restore the Unit to its previous state, at the expense of the infringing Operator, and without prejudice to recourse to judicial procedures that are appropriate to condemn payment of compensation for any damage(s) that may be claimed by the infringing Operator.

#### Article 35 (Works determined by public authorities)

- **35.1.** Any and all works, improvements and facilities that, by determination of any public authority, must be made in the Parts and Zones Common Use, shall be paid by all Operators according to the proportion of their participation in the expenses and common charges with the operation and use of the Carcavelos Campus, without prejudice to the right of return that may arise in relation to the Operator, which may have given rise to the need to do so.
- **35.2.** When the determination relates to works to be performed in the Units, the responsibility for the expenses and charges with them shall fall to the respective Operator.

#### CHAPTER VI - SUSTAINABILITY AND ENVIRONMENTAL MANAGEMENT

# **Article 36 (Duties of the Alfredo de Sousa Foundation)**

**36.1.** The Alfredo de Sousa Foundation must implement environmental management measures and implement all actions that contribute to the minimization of the environmental impacts generated by the operation of the Carcavelos Campus, in particular by promoting compliance with environmental legislation.

- **36.2.** The Alfredo de Sousa Foundation is responsible for maintaining the Environmental Management System and, in particular, for establishing and implementing the environmental management procedures, issuing the necessary technical instructions.
- **36.3.** The Alfredo de Sousa Foundation should communicate the responsibility that is incumbent on the different stakeholders in the Environmental Management System, and ensure the clarification of any doubts of the Operators on the matter, and for this purpose may promote awareness and training actions, clarification sessions, or workshops.
- **36.4.** The Alfredo de Sousa Foundation may periodically and without prior notification undertake technical audits of any of the stores, as well as to inspect any systems and equipment installed in the store that have implications for environmental management. Any nonconformities detected shall be communicated to the Operator, who shall present to the Alfredo de Sousa Foundation an action plan of corrective measures and indicate deadlines for its execution.
- **36.5.** The Alfredo de Sousa Foundation will develop a sustainability policy for the Carcavelos Campus (the "Sustainability Policy"), which will include, in particular:
  - a) the development of a circular economy promoting a production and consumption model, which involves sharing, renting, reusing, repairing, reconditioning, and recycling existing materials and products for as long as possible. In this way, the product life cycle is extended;
  - a set of sustainability objectives, which will take into account the direct performance of the Campus and the activities of the Operators in the areas of waste, water use, sanitation, and energy.
  - c) recycling, i.e., separation of the wastes.

**36.6.** Within its Sustainability Policy, as well as the Municipality of Cascais, the Foundation may limit the use of certain types of goods and products, such as plastic bags, plastic cups, and/or plastic straws.

# **Article 37 (Duties of Operators)**

- **37.1.** The following are general duties of the Operators regarding the Sustainability Policy:
  - a) collaborate in the identification of environmental aspects to be considered in the operation of the Carcavelos Campus by filling in the forms and inquiries that are distributed by the Alfredo de Sousa Foundation;
  - b) comply with the Alfredo de Sousa Foundation's determination on environmental management, observing the norms established by it;
  - c) carry out its activity in accordance with the environmental rules that are imposed by the legislation in force at the moment, in particular with regard to waste, energy, and water management;

- d) instill in its employees and clients the sense of common responsibility for the protection of the environment and respect for the determinations and guidelines issued by the Alfredo de Sousa Foundation on the matter;
- e) promote the attendance of environmental training actions by its employees, especially those actions organized by the Alfredo de Sousa Foundation;
- f) Respect and enforce the Sustainability Policy.

#### **37.2.** The Operators also assume the following specific duties:

#### 37.2.1. Waste

- a) The Operators shall carry out the selective separation and temporary storage of the waste produced in the respective Units according to the Waste Management Procedure and with the following categories (except when otherwise defined by the Contract, by the municipality, or when collected in a different way by the provider of waste management services legally authorized for this purpose):
  - Paper and cardboard
  - Glass vessels/containers
  - Metal packing/containers
  - Plastic items
  - Wood
  - Used cooking oils
  - Batteries
  - Toner and Ink Cartridges
  - Organic waste (it is expressly accepted by the Operators that there may come to be recovery of organic waste and/or composting, and that they must comply with the obligations arising from them)
  - mixed and similar municipal waste (excluding waste belonging to the above categories, hazardous waste and items that because of their size are not considered urban solid waste, namely those designated as "oversized").
- b) Operators are responsible for the temporary storage of waste on their premises, duly separated according to the categories indicated in point 38. 2.1. and to transport them, through the routes indicated by the Alfredo de Sousa Foundation and at the times established by it, to the nearest waste-collection facilities or collection sites, respecting the rules of defined by the Alfredo de Sousa Foundation, namely in relation to how to pack and label the carton.
- c) Operators who produce wastes of types not classified in any of the categories prescribed above are responsible for their final destination, being expressly forbidden to place them in the waste-collection facilities and/or collection sites of the Carcavelos Campus, or to abandon them anywhere.

## 37.2.2. Waste liquids

a) The Operators are responsible for compliance with the specifications established by

- the Alfredo de Sousa Foundation and the current legislation regarding water and sewage.
- b) The Operators are responsible for maintaining their sewage networks in good repair, and the Alfredo de Sousa Foundation may replace them for any necessary works or repairss by charging them the corresponding costs.
- c) It is expressly prohibited for the Operators to introduce into the drainage/sewer network any solid wastes, toxic effluents, or dangerous liquids, namely oils, acids, solvents, paints, or liquids produced or used in the development of their activity.

# 37.2.3. Atmospheric emissions

- a) The Operators are responsible for compliance with the specifications established by the Alfredo de Sousa Foundation and the legislation in force regarding the management of their atmospheric emissions and the installation of air conditioning and the exhaust from mechanical ventilation systems.
- b) Operators are responsible for cleaning exhaust ducts and filters of air conditioners, if any.

#### 37.2.4. Consumption of resources

- a) Operators are responsible for the adoption of systems to monitor the energy and water consumption of their Units.
- b) Operators are responsible for the choice of lighting devices (bulbs), appropriate to the needs and objectives of lighting and to ensure greater energy efficiency.
- c) Operators are responsible for the adoption of systems and installation of equipment that minimize the consumption of water and energy.

#### 37.2.5. Noise

- a) The Operators are responsible for compliance with the legal specifications and those established by the Alfredo de Sousa Foundation in terms of acoustic insulation.
- b) Operators are responsible for the noise emission to the exterior of their Carcavelos Campus Unit of their own equipment and for complying with the legal rules on noise emission.

## 37.2.6. Construction

- a) Operators are responsible for the correct environmental management during the performance of their works.
- b) Operators are responsible for packing and delivery, for final disposal or treatment, of all waste arising from the works they carry out, being expressly forbidden to place such waste in the waste-collection facilities of the Carcavelos Campus, or in any of its other areas.

#### 37.2.7. Miscellaneous duties

- a) The environmental criteria, and in particular the environmental and public health impact, should also govern the selection of the products to be used in the cleaning of the Units and in other activities.
- b) The Operators are expressly forbidden to install radioactive equipment without the prior written authorization of the Alfredo de Sousa Foundation.
- (c) Operators shall ensure that all hazardous liquid products are always stored in secure containers. If a spill occurs, the Operator must ensure that these products do not enter into and/or affect the sewage systems of the Carcavelos Campus;
- d) Operators must ensure that their Units and their belongings are always maintained in a perfect state of maintenance, including facilities for their own use such as water, electricity, and air conditioning equipment. Regular inspections should be performed at these facilities to ensure that they are the most appropriate and meet the legal requirements in force. Operators are required to maintain records of maintenance, cleaning, and disinfection of all shop equipment and facilities that are most likely to promote the development of the bacterium *Legionella pneumophila*, as well as conduct bacteriological testing of the bacterium twice per year (in April/May and September/October) and deliver supporting evidence of this analytical control to the administration of the Carcavelos Campus.

#### **37.3.** Specific duties of certain operators:

#### 37.3.1. Units with laundry service

- a) All perchlorethylene packaging used in these establishments shall not be placed in the containers of the Carcavelos Campus, and the Operator in question shall be responsible for their appropriate final disposal and destination.
- b) If applicable, the chemical pulp resulting from dry cleaning shall be collected and delivered by companies licensed for the purpose to an appropriate final destination, and shall under no circumstances be placed together with the remaining residues of the Carcavelos Campus.
- d) Emissions of Volatile Organic Compounds within the facility should be monitored according to the periodicity indicated in the legislation in force.

# 37.3.2. Gymnasium

They shall observe and not exceed the level of noise and/or vibrations provided for in the acoustic design of the respective Contract.

# 37.3.3. Units with Restaurant and Convenience Store activity

a) Operators shall be responsible for the management of the waste resulting from their activity, in accordance with the legislation in force, including the separation of the waste and placing it in the appropriate containers, which shall be made available.

- (b) Where fat separation boxes are installed within their premises, the Operators are responsible for cleaning and disposing of the resulting waste to an authorized waste manager.
- c) Organic wastes must be properly managed to avoid odors, leachate spills, or other problems.
- d) In case the Operator's liquid effluents are sent to the collector of the Carcavelos Campus, the Operator is responsible for their management, and the Operator is obliged to comply with the legislation regarding the discharge of waste water into municipal collectors.
- e) Waste and garbage should be avoided in the Carcavelos Campus, notably with regard to coffee cups, which after use should be placed in the appropriate recycling containers.
- f) Awareness-raising and promotion of best practices in waste management should be promoted and will include:
  - discouraging the use of plastic cups, and promoting the use of reusable, recycled, and biodegradable containers whenever possible;
  - discouraging the use of straws.

# 37.3.4. Medical post/Infirmary

No waste resulting from health treatments, designated as hospital waste, should be placed in the waste-collection containers of the Carcavelos Campus, and the Operator in question is responsible for its adequate final disposal and destination, in accordance with the applicable legislation.

#### 37.3.5. Photocopy Center

- No waste resulting from the copying or printing of documents, such as ink or toner cartridges, shall be placed in the waste-collection containers of the Carcavelos Campus, and the Operator in question shall be responsible for its appropriate final disposal and destination.
- b) Emissions of Volatile Organic Compounds within the facility shall be monitored according to the periodicity indicated in the legislation in force.

# 38.3.6. Other activities

Wastes similar to those described above, even if produced by activities other than those mentioned above, should be managed by the Operators with the same care and observing the above indications.

# **Article 38 (Formalities of communications)**

- **38.1.** In all cases in which the authorization of the Alfredo de Sousa Foundation is required, it will only be considered validly granted if it is obtained previously and in writing, under the terms provided in the Contract.
- **38.2.** Except as expressly stipulated in the contract, in all written communications that must be sent by one of the parties to the other, preferably, the electronic route must be used through the electronic address: operators@fundacaoalfredodesousa.pt.

# **Article 39 (Penalties)**

- **39.1.** The direct or indirect violation of the provisions of these Regulations so that there is no special penalty in the same or in the contracts entered into with the Campus Users, as well as the failure to comply with the decisions taken by the Alfredo de Sousa Foundation within the scope of its competencies, shall be punished by application of a fine to be set by the Alfredo de Sousa Foundation [between € 250.00 (two hundred and fifty euros) and € 5,000.00 (five thousand euros)], according to the seriousness of the violation, and without prejudice to any civil liability that may apply to the case.
- **39.2.** The amount of the fines collected constitutes revenue to be applied to the expenses and charges with the operation and use of the Carcavelos Campus.
- **39.3.** Violation of these Regulations is legitimate when it results from performance expressly prohibited by the Contract.

# Article 40 (Validity of the provisions of the Regulation)

- **40.1.** The provisions of these Regulations can be reversed/negated only by contrary provision expressed in the contract signed with the respective Campus User.
- **40.2.** The Alfredo de Sousa Foundation may by itself or at the proposal of the management entity, and in total coordination with the Nova SBE, and at any time, approve amendments to these Regulations, which shall be included in these Regulations and as such must be observed and complied with by all Campus Users.