

# Ports and Terminals 2021

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# Ports and Terminals 2021

Contributing editor

**Alex Kyriakoulis**

HFW

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Lexology Getting The Deal Through is delighted to publish the sixth edition of *Ports and Terminals*, which is available in print and online at [www.lexology.com/gtdt](http://www.lexology.com/gtdt).

Lexology Getting The Deal Through provides international expert analysis in key areas of law, practice and regulation for corporate counsel, cross-border legal practitioners, and company directors and officers.

Throughout this edition, and following the unique Lexology Getting The Deal Through format, the same key questions are answered by leading practitioners in each of the jurisdictions featured. Our coverage this year includes new chapters on Italy and Japan.

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Every effort has been made to cover all matters of concern to readers. However, specific legal advice should always be sought from experienced local advisers.

Lexology Getting The Deal Through gratefully acknowledges the efforts of all the contributors to this volume, who were chosen for their recognised expertise. We also extend special thanks to the contributing editor, Alex Kyriakoulis of HFw, for his continued assistance with this volume.

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## GENERAL

### Key ports

1 | Which are the key ports in your jurisdiction and what sort of facilities do they comprise? What is the primary purpose of the ports?

There are five key ports in Portugal: Aveiro and the Douro and Leixões in the north, and Lisbon, Setúbal and Sines in the south.

Apart from these, there are also ports in the Autonomous Regions of Madeira and of Azores, and some smaller ports that are managed by the main ones:

- Viana do Castelo, managed by Douro and Leixões;
- Figueira da Foz, managed by Aveiro; and
- Algarve, managed by Sines.

The government has put in place a joint board of directors to manage the ports of Lisbon and Setúbal in what could be seen as a step to integrate these two ports, something that has been under discussion for a long time.

The key ports have capacity for all sorts of cargo and also passengers, although they tend to specialise in some types of cargo ahead of others. The main ports have specialised facilities for:

- containers;
- oil and gas;
- bulk;
- general cargo; and
- cruises.

Sines is the main Portuguese port for oil and gas, but also has the largest container terminal (managed by the Port of Singapore Authority). Setúbal specialises in roll-on, roll-off (ro-ro) and general cargo. Sines is also Portugal's main transshipment port, stretching its influence into the centre (Estremadura) of Spain. The government is finalising a new and modernised rail link to improve the existent one between the ports of Sines, Setúbal and Lisbon towards Spain.

### Reform and port models

2 | Describe any port reform that has been undertaken over the past few decades and the principal port model or models in your jurisdiction.

The main ports in Portugal underwent significant change in their organisational model in 1998.

The main port authorities were transformed from state-integrated public entities to limited liability companies, although at the moment they are still wholly owned by the state.

The landlord model is mostly used, where the port authority is responsible for regulation and infrastructure and operations

are carried out via public service concessions or licensed private operators.

Discussions are currently ongoing as to whether the model should evolve to a mix of private service port and landlord, transferring the overall responsibility for certain terminals from the port authority to private operators, including construction and maintenance of the infrastructure, such as dredging and moors construction. For the moment, the legal regime in Portugal prohibits the privatisation of ports, allowing only the concession regime. That will necessarily mean a new type of concession contract for public service terminals with new durations.

In the past five years the ports have also undergone a management reform, with the main ports assuming the management of the smaller ports. Thus, Douro and Leixões, Aveiro and Sines manage some small ports (respectively, Viana do Castelo, Figueira da Foz and Algarve). Also, Lisbon and Setúbal are managed by the same board of directors, giving them a unified policy and investment strategy. The government felt that they are complementary to each other and not far apart, having the same territorial influence. They remain autonomous ports for the moment, although with a joint board.

### State development policy

3 | Is there an overall state policy for the development of ports in your jurisdiction?

Although previously there was a special member of government responsible for ports (the Sea Minister), under the current government (in place from 2019) the responsibility for ports was transferred to the Minister of Infrastructures, who supervises all the ports and oversees the main investment policy. The general economic regulation of ports, namely the fixing of tariffs, is also done by an independent regulator (AMT).

Notwithstanding, each port authority has full autonomy to define its own strategic goals within the general policy lines defined by the government and fix its tariffs, which are negotiated with the regulator.

### Green ports

4 | What 'green port' principles are proposed or required for ports and terminals in your jurisdiction?

Environmental policies are becoming more and more important for port authorities. For instance, with the Decree-Law No. 165/2003, which implemented the EU Directive 2000/59/EC in Portugal, the port authorities became liable for the management of the waste brought by ships and their loads. Some ports have been designated as 'green ports', taking into consideration the environmental measures in the way they do business. Also, the EU Water Framework (Law No. 58/2005, which implemented the EU Water Framework Directive) is mandatory to keep the port environments clean and to manage them in order to preserve the water conditions and the environment.

All public service concessions establish obligations towards the private operator to maintain the terminal as environmentally friendly and all the terminals have an environmental plan. Any new terminal or expansion has to undergo an environmental impact assessment before being authorised to be built.

The Port of Setúbal has been recognised as an 'EcoPort' by the European Sea Ports Organisation, recognising the excellent environmental quality of the port.

## LEGISLATIVE FRAMEWORK AND REGULATION

### Development framework

5 | Is there a legislative framework for port development or operations in your jurisdiction?

The existing legal framework still prioritises the traditional public service contracts (port concessions). Notwithstanding this, the newest concessions in place (Lisbon, and Douro and Leixões) tend to include some clauses typically of a public-private partnership (PPP) model contract.

This change shows the need to modify the present law, which dates from the 1990s (Decree-Law No. 298/93 and Decree-Law No. 324/94) although modified by our current public contracts law (Decree-Law No. 18/2008 with the latest revision of Decree-Law No. 170/2019).

### Regulatory authorities

6 | Is there a regulatory authority for each port or for all ports in your jurisdiction?

Nowadays, AMT is the regulatory entity for all ports.

Also, the Ministry of Infrastructures and the Ministry of Finance supervise the port authorities.

7 | What are the key competences and powers of the port regulatory authority in your jurisdiction?

The main powers are of supervision and economic regulation, having influence on tariffs, contracts and investments. AMT has the power to issue an advisory decision prior to any new tender for a new concession contract and prior to any tariff revision.

### Harbourmasters

8 | How is a harbourmaster for a port in your jurisdiction appointed?

The harbourmaster is a naval officer appointed by the National Maritime Authority.

### Competition

9 | Are ports in your jurisdiction subject to specific national competition rules?

The ports are subject to general competition rules, national and European.

The Portuguese Competition Authority has recently reviewed the way in which ports comply with competition rules and the services that are offered. A report from the Competition Authority was published in 2018 asking for more competitiveness on the award of port services. In the past the Competition Authority has applied fines to towage services for anticompetitive practices. The recent practice from the European Commission regarding state aid considers the important role they play in the development of trade and the role of governments thus allowing a more generous approach to the rules. Recently the Portuguese

Competition Authority participated in a major study about competition in transport, including ports, within a global OECD project, which shows the sector's awareness of competition issues.

### Tariffs

10 | Are there regulations in relation to the tariffs that are imposed on ports and terminals users in your jurisdictions and how are tariffs collected?

There is a general law on port tariffs (Decree-Law No. 273/2000, last revised by Decree-Law No. 6/2017), but all port authorities have their own regulations on tariffs for operations alongside the general rules set by the law. The tariffs are fixed by the port authorities after having been approved by AMT. Normally they are revised each year.

In specific terminals under public service concession contracts, the concessionaire fixes the tariffs after consultation with the port authority, normally taking into consideration the rules fixed in the contract. The tariffs approved are normally maximum tariffs that can be negotiated with the clients. Also, licensed operators have tariffs approved in the same way.

11 | Are there restrictions relating to the currency applied to the tariffs or to any fees that are payable by a port operator to the government or port authority? Are any specific currency conditions imposed on port operators more generally?

There are no specific regulations regarding the currency applied to port tariffs, so the euro is the currency applied as Portugal is a member of the eurozone and all the general rules regarding the euro and its exchange rate are in place.

### Public service obligations

12 | Does the state have any public service obligations in relation to port access or services? Can it satisfy these obligations through a contract with a private party?

The ports afford free access to all because they are in the public domain and are managed by the state through port authorities under limitations on safety and security.

Notwithstanding this, the services supplied in the ports are limited to those operators and suppliers that apply and fulfil the legal requirements, including public service obligations. The port authority passes on these public service obligations to private operators through concession contracts (for port terminals) and licences (other port services).

### Joint ventures

13 | Can a state entity enter into a joint venture with a port operator for the development or operation of a port in your jurisdiction? Is the state's stake in the venture subject to any percentage threshold?

There are no examples to date of such a joint venture. In the past, the state managed all the terminals through the port authorities and today the terminals are managed by private operators through public service concessions. Nevertheless, the law allows for the possibility of joint ventures in ports as they are permitted by law and occur in other sectors, although the services have always to be provided under a concession contract or licence.

Portuguese law does not impose a specific percentage threshold, although it prohibits the privatisation of ports allowing only the intervention of private companies by concession contracts or licences.

## Foreign participation

14 | Are there restrictions on foreign participation in port projects?

There are no restrictions on foreign participation in port projects.

As Portugal is a full member of the European Union (EU) it cannot impose any restrictions on the participation of another member of the EU. For countries outside the EU it can restrict their participation, but it has never done so.

Currently the largest container terminal in Portugal is managed and operated by a Singaporean company (PSA), in Sines. Several terminals in the Lisbon, Setubal, Aveiro and Douro and Leixões ports are managed and operated by Turkish companies (Yıldırım in containers and GPH in cruises).

## PUBLIC PROCUREMENT AND PPP

### Legislation

15 | Is the legislation governing procurement and PPP general or specific?

The legislation governing procurement and PPP is general.

Procurement is regulated by the Public Procurement Code (PPC) approved by Decree-Law No. 18/2008, as amended to the present, which today incorporates in the Portuguese legal system the current Directives 2014/23/EU, 2014/24/EU and 2014/25/EU. The law regulates both the procedural rules applicable to public tenders and the substantive regime governing the execution of public contracts, including specific liability rules. Ports are included in the specific utilities rules included in the PPC.

In turn, PPP are regulated by Decree Law No. 111/2012, as amended to the present (a major revision was put in place in 2019 but was subsequently revoked), which states the general standards applicable to the intervention of the state in the definition, design, preparation, launch, award, modification, supervision and monitoring of PPP.

There have been some discussions about the application of the general PPP law to ports as they have a specific regime, but the principles of the PPP law tend to be applied and the recent (ongoing) revision of the public-service concession incorporated several PPP principles in the contracts. Also, those principles are today incorporated in the concession contracts regimen within the PPC.

### Proposal consideration

16 | May the government or relevant port authority consider proposals for port privatisation/PPP other than as part of a formal tender?

There is no room for unsolicited proposals or for privatisation. The procedure used for port concessions is an international public tender regulated by the PPC.

### Joint venture and concession criteria

17 | What criteria are considered when awarding port concessions and port joint venture agreements?

The criteria are always the best proposal for the public interest. Within these criteria are included the best technical solution and the best capacity to attract cargo and revenue to the port authority. The value of the investment to be made and the duration of the concession, along with other criteria specific to the tender, may also be considered.

## Model agreement

18 | Is there a model PPP agreement that is used for port projects? To what extent can the public body deviate from its terms?

In the tender to be launched, the authority proposes a model contract. The public body can only deviate from its terms as specified in the tender and when it is allowed a negotiation procedure. It is common to allow some deviations negotiated within the tender procedure.

### Approval

19 | What government approvals are required for the implementation of a port PPP agreement in your jurisdiction? Must any specific law be passed in your jurisdiction for this?

There is no need for a specific law in our jurisdiction as there is a general law applicable, but some approvals (eg, permits) and licences (eg, environmental) are needed. Only when the government wants to include in the contract some specific rules different from the ones of the general law is it mandatory to publish a specific law. This has been the case for some container terminals, namely in Alcantara in Lisbon, and in Sines.

### Projects

20 | On what basis are port projects in your jurisdiction typically implemented?

As a rule, until now the terminals concessions have not been greenfield projects, as they have been designed and built by the government or port authority and what is transferred to the private operator is just the operation and management of the port terminal. In specific cases where the improvement or expansion of the terminal is included in the concession, the model used is build-own-operate-transfer. The government recently announced for the first time some greenfield projects to be launched in the main ports (new terminals in Sines, Lisbon and Leixões).

### Term length

21 | Is there a minimum or maximum term for port PPPs in your jurisdiction? What is the average term?

The applicable law establishes a general term of 30 years, although it can be increased. This period may vary according to the value of the investment, because the term should allow recovery of the amount invested. Discussions are ongoing as to whether this term should be increased to at least 50 years, as other European countries have already done, like Spain, taking into consideration the huge investment that a port operation represents especially if the government wants to transfer more responsibility to the private operator, such as the enlargement of the terminal and the necessary dredging. Specific laws allow for more than the 30-year period mentioned, such as the container terminal of Alcantara in Lisbon, and in Sines. For the new terminals that the government intends to launch the duration will be fixed for 50 years.

22 | On what basis can the term be extended?

As a rule, the initial term of the contract can only be extended in cases expressly stated in the contract. The EU rules and the PPC limit the possibility to extend the term of the concessions.

Nevertheless, even the PPC in some cases allows the extension of a concession as a mechanism to rebalance the economical and finance of the contract in the event of a change of circumstances. The extension is made considering the investments made and the time necessary to conclude the return on the investment, for example.

### Fee structure

**23** | What fee structures are used in your jurisdiction? Are they subject to indexation?

As a rule, the fees are a mix of fixed land rents and revenue shares. The fees usually are subject to indexation. The new model of recent concessions (eg, Lisbon's and Douro and Leixões' revised contracts) establishes a formula that benefits an operator that attracts more cargo to the port and allows more risk partnership with the port authority.

### Exclusivity

**24** | Does the government provide guarantees in relation to port PPPs or grant the port operator exclusivity?

Neither the government nor the port authority gives guarantees, so the operator assumes all the demand and financial risks.

As the model contract in use is a public service concession contract, it is granted with exclusivity for the terminal, although there is no exclusivity for the port as other terminals inside the same port can compete between themselves.

### Other incentives

**25** | Does the government or the port authority provide any other incentives to investors in ports?

There are no other incentives to investors in ports as they could be classified as state aid by the European Commission, as has already happened in other European countries. What is normally done by the government is facilitation of the necessary infrastructure by building new roads and railways to the terminal.

## PORT DEVELOPMENT AND CONSTRUCTION

### Approval

**26** | What government approvals are required for a port operator to commence construction at the relevant port? How long does it typically take to obtain approvals?

The construction licence is given by the port authority with the concession contract. An environmental licence may also be needed on a case-by-case basis. The time needed to obtain the permits depends on the specifics of the case, but as the construction part of a concession is normally limited the environmental approval assumes low relevance and is easily obtained.

That is not the case when the private operator assumes the construction or expansion of a new terminal, because the environmental impact assessment is then important and can take some time to obtain, with no assurance that it will be obtained (as it happened in one recent case in Lisbon).

The new Lisbon terminal of Barreiro had to be rethought as it did not pass the environmental impact assessment. The new terminal of Vasco da Gama in Sines also went through an environmental impact assessment prior to the launch of the tender for its construction and management, and was approved.

In some cases, there is a need for the Cultural Protection Agency to issue an opinion – as in some parts of Lisbon.

### Port construction

**27** | Does the government or relevant port authority typically undertake any part of the port construction?

Normally, the public authority (government or relevant port authority) undertakes all of the construction, access and dredging of the port.

Sometimes the contract transfers that construction responsibility, or part of it (dredging and maintenance or expansion) to the private operator.

The government intends to transfer that responsibility to the concessionaire in future contracts.

**28** | Does the port operator have to adhere to any specific construction standards, and may it engage any contractor it wishes?

The operator does not have to adhere to any specific construction standards, although it normally assumes the responsibility to use best practice and best engineering methods. The past experience of the operator in similar projects is a criterion for awarding this type of contract.

The operator may engage any contractor it wishes, unless otherwise specified in the contract, as the concession is awarded by a public tender that allows for transparency and competition.

**29** | What remedies are available for delays and defects in the construction of the port?

In the case of delays or defects, the party responsible for construction of the port can be held liable for the said delays or defects and the contract can ultimately be terminated. A penalty may also be applied for each day of delay.

## PORT OPERATIONS

### Approval

**30** | What government approvals are required in your jurisdiction for a port operator to commence operations following construction? How long does it typically take to obtain approvals?

No specific approvals are required, as the right to operate a terminal is given by the concession contract. The concession contract allows the port operator to commence operations immediately following construction and normally allows up to two years for the construction, although the time limit will depend on the volume of construction.

### Typical services

**31** | What services does a port operator and what services does the port authority typically provide in your jurisdiction? Do the port authorities typically charge the port operator for any services?

The port authority may provide to port operators the use of equipment, workers and facilities, and electricity and water supplies. It may also supply pilots, towage and moorage. According to law, the port authority has the obligation to supply waste services. These services are charged according to the regulations approved by each port authority. Some of these services may be supplied by private operators licensed by the port authority, and in this case the tariffs are established by the private operators.

### Access to hinterland

**32** | Does the government or relevant port authority typically give any commitments in relation to access to the hinterland? To what extent does it require the operator to finance development of access routes or interconnections?

The relevant port authority does not give any commitments in relation to access to the hinterland (rail, road, etc). Those are obligations of the government. All the ports in Portugal have good access by road

and rail, and a new rail link is under construction to link the ports of Lisbon, Setúbal and Sines more directly to the Spanish hinterland of Extremadura. Logistics terminals (dry ports) are also ready to serve all the ports, managed by either private operators or a government-owned company.

### Suspension

**33** | How do port authorities in your jurisdiction oversee terminal operations and in what circumstances may a port authority require the operator to suspend them?

The port authorities oversee terminal operations through their inspection powers given by law and by the concession contracts. The port authority is responsible for the whole port management, even if it is operated by private operators.

In a major emergency, a port authority can suspend the activities of a private operator. However, Portuguese jurisdiction only allows for a public entity to suspend or terminate a contract or a licence, if cessation of activity is imminent or if a serious disturbance in the management of the terminal occurs that adversely affects the regularity of the operation.

A legal procedure must take place that allows the private operator to be heard and to present its case. The port authority can only maintain a suspension for a year, after which it has to resume the contract or licence, or terminate it.

### Port access and control

**34** | In what circumstances may the port authorities in your jurisdiction access the port area or take over port operations?

The port authorities may access the port for inspection and the operator cannot deny or hamper this access under any circumstances. The port authority should liaise with the private operator in order to avoid any disturbance in the management of the terminal that could involve the responsibility of the authority.

The takeover of port operations can happen in two possible cases: default of the private operator or reasons of public interest. In the event of default, the authority can seize the concession. The authority may take control over operations if a serious disturbance occurs. In this case the operator must pay the authority operating expenses if the value is higher than the operation revenues.

In the public interest situation, there are two possible scenarios: concession redemption – in which case, the authority must communicate its intention one year in advance and can only take place if half of the contract period has passed – and termination, in which the authority may terminate the concession for specific reasons. In these cases, the operator has the right to fair compensation.

Finally, in the event of a major emergency the authority may take control of port operations. If this happens, the contract is suspended.

### Failure to operate and maintain

**35** | What remedies are available to the port authority or government against a port operator that fails to operate and maintain the port as agreed?

It is normal to establish a penalty system in the contract depending on the seriousness of various criteria.

Another available remedy is concession seizure.

The port authorities can also terminate the contract in the event of non-fulfilment of the main obligations. In this case, the terminal will revert to the authority without any compensation and the authority can take over the terminal without needing the consent of the operator.

Finally, the operator is in any case subject to the general rules of civil liability and is responsible for all damages incurred.

In the case of a licensee, the authority can revoke the licence and apply a fine prohibiting the operator from working in the port for some years.

### Transferrable assets

**36** | What assets must port operators transfer to the relevant port authority on termination of a concession? Must port authorities pay any compensation for transferred assets?

After the concession terminates, the operator must transfer all the assets necessary to operate and maintain the terminal to the port authority, including those that it received at the beginning of the contract and those bought or built by the concessionaire. These assets shall revert free of charge and in good working condition, without any right to claim compensation or retention by the operator unless otherwise stated in the contract and apart from those whose acquisition was approved by the authority in the final years of the contract, that can revert only if agreed upon and paid.

Investments in replacement equipment or technological updates made by the operator during the last 10 years of the contract that the authority has expressly approved and agreed to reimburse are excluded from the above rule, normally being reverted with the right for just compensation. The price to be paid is established taking into consideration the value of the non-redeemed asset.

The concession contract can foresee the terms under which the reversion and transfer of assets will take place, as the law is only a subsidiary and the parties to the contract can overturn the general rule.

## MISCELLANEOUS

### Special purpose vehicles

**37** | Is a port operator that is to construct or operate a port in your jurisdiction permitted (or required) to do so via a special purpose vehicle (SPV)? Must it be incorporated in your jurisdiction?

The port operator must establish an SPV with the sole object to operate and manage the terminal. The SPV will be the concessionaire and it must be incorporated in Portugal.

### Transferring ownership interests

**38** | Are ownership interests in the port operator freely transferable?

The ownership in a port operator is freely transferable, but subject to prior authorisation by the public entity. This will not be denied unless there are sufficient relevant grounds.

### Granting security

**39** | Can the port operator grant security over its rights under the PPP agreement to its project financing banks? Does a port authority in your jurisdiction typically agree to enter into direct agreements with the project financing banks and, if so, what are the key terms?

The private finance initiative (PFI) model has not been used widely in port concessions to date, but it is a model frequently used in Portugal in roads, hospitals and other big infrastructure projects. The Portuguese PPP law can generally be applicable to ports if this model of financing the construction and operation of terminals is to be chosen.

There are some cases where the PFI model has already been applied to ports, and in those cases direct agreements were put in place (Setúbal, Lisbon, Aveiro and Leixões). The key terms of those direct

agreements are the normal terms used in these situations regarding authorisations to transfer ownership or the operation and to execute guarantees.

The only problem is that not all the assets transferred to private operators can serve as security, as some are included in the public domain. Normally the contract allows the private operator to use some assets as securities or it specifies that to serve as securities the port authority must authorise it previously. Another problem is that according to specific EU rules, the assets owned by the government or port authority and transferred to the concessionaire cannot be used as security, as this would transfer the risk from the private operator to the government and thus would add to the government deficit. Therefore, it limits the securities to those that are built or acquired and owned by the private operator.

### Agreement variation and termination

**40** | In what circumstances may agreements to construct or operate a port facility be varied or terminated?

Agreements to construct or operate a port facility have, as a rule, specific clauses related to the modification of the contract and the terms under which the modification is admissible. The modification of a contract is strictly limited by law (including the PPC and EU law) and can only happen in the event of a substantial variation from the initial conditions of the contract and will be very limited in scope as they do not allow a substantial modification of the contract. If these rules are not followed the contract is deemed to be terminated and a new contract must be put in place after launching a new tender.

Termination of the contract can occur in the event of a severe breach or for reasons of public interest.

### Contractual breach

**41** | What remedies are available to a government or port authority for contractual breach by a port operator?

Remedies available to a government or port authority for contractual breach by a port operator result, as a rule, from the law or the contract: penalties for each day of breach and responsibility for damages. Also, if the breach is considered serious, the contract or the relation between the parties can be terminated. If a problem occurs but it is deemed not to be permanent the contract can be only suspended to be reassumed after the problem is solved, but in this case the suspension can only last for a maximum of a year.

### Governing law

**42** | Must all port PPP agreements be governed by the laws of your jurisdiction?

As a rule, they are governed by the laws of Portugal. However, the parties may consider some parts of the contract to be ruled by laws of other jurisdictions, as normally happens with the financing clauses and agreements (English law). That has an impact in dispute resolution clauses – namely place, language and law ruling arbitration.

### Disputes

**43** | How are disputes between the government or port authority and the port operator customarily settled?

Usually, disputes between the government or the port authority and the port operator are solved by arbitration, as set forth in the contract. Subsidiary law ruling arbitration, including international arbitration, is in place in Portugal (Law No. 63/2011) and incorporates the best international practice.



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Parties can resolve disputes in the general administrative courts or in other alternative ways, such as conciliation, mediation or dispute boards.

## UPDATE AND TRENDS

### Key developments of the past year

**44** | Are there any other current developments or emerging trends that should be noted?

We can expect several major investments to take place in the coming years.

The government intends to launch tenders for new terminals in the ports of Sines (Vasco da Gama) and Douro and Leixões. There is also an ongoing major dredging operation in the port of Setubal to allow more modern ships to come into the terminals. The rail links from the ports of Sines, Setubal and Lisbon inland are being modernised. The container terminal of the PSA in Sines is going to have a major expansion, allowing for the terminal to double its capacity to almost 3 million TEUs. Remodelling of the container terminal of Liscont in Lisbon is almost complete, increasing the capacity of the terminal.

### Coronavirus

**45** | What emergency legislation, relief programmes and other initiatives specific to your practice area has your state implemented to address the pandemic? Have any existing government programmes, laws or regulations been amended to address these concerns? What best practices are advisable for clients?

The government has not approved any specific legislation regarding ports, but all the port authorities have allowed for some extension of payment deadlines.

Also, within the EU legislation a specific regulation for the temporary modification of Regulation 2017/352 on port services has been approved, allowing for more flexibility on the charging of port tariffs until the end of 2020 (see Regulation 2020/697 of 25 May).

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