

**Questions referred**

1. Must clause 5(1) of the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP annexed to Council Directive No 1999/70/EC<sup>(1)</sup> be interpreted as precluding the application of Article 4(1) *in fine* and (11) of Law No 124 of 3 May 1999 adopting urgent provisions concerning school employees (Legge No 124, disposizioni urgenti in materia di personale scolastico) which, after laying down rules on the allocation of annual replacements for 'posts that are in fact vacant and free by 31 December', goes on to provide that this is to be done by allocating annual replacements 'pending the completion of competition procedures for the recruitment of permanent members of the teaching staff' — a provision that permits fixed-term contracts to be used without a definite period being fixed for completing the competition, and in a clause that provides no right to compensation for damage?
2. Do the requirements of the organisation of the Italian school system set out above constitute objective reasons within the meaning of clause 5(1) of Directive No 1999/70/EC of 28 June 1999 of such a kind as to render compatible with the law of the European Union legislation, such as the Italian legislation, that does not provide a right to compensation for damage in respect of the appointment of school staff on fixed-term contracts?

<sup>(1)</sup> Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP (OJ 1999 L 175, p. 43).

**Request for a preliminary ruling from the Bundespatentgericht (Germany) lodged on 24 July 2013 — Netto Marken Discount AG & Co. KG v Deutsches Patent- und Markenamt**

(Case C-420/13)

(2013/C 313/14)

*Language of the case: German*

**Referring court**

Bundespatentgericht

**Parties to the main proceedings**

*Applicant:* Netto Marken Discount AG & Co. KG

*Defendant:* Deutsches Patent- und Markenamt

**Questions referred**

1. Is Article 2 of the directive<sup>(1)</sup> to be interpreted as meaning that a service within the meaning of this provision also encompasses retail trading in services?

2. If the answer to the first question is in the affirmative:

Is Article 2 of the directive to be interpreted as meaning that the content of the services offered by the retailer must be specified in exactly the same way as the goods that a retailer markets?

- (a) Does it suffice for the purposes of specification of the services if
  - (aa) just the field of services in general or general indications,
  - (bb) just the class(es) or
  - (cc) each specific individual service
 is stated?
- (b) Do these details then take part in determining the date of filing or is it possible, where general indications or classes are stated, to make substitutions or additions?

3. If the answer to the first question is in the affirmative:

Is Article 2 of the directive to be interpreted as meaning that the scope of trade mark protection afforded to retail services extends even to services rendered by the retailer himself?

<sup>(1)</sup> Directive 2008/95/EC of the European Parliament and of the Council of 22 October 2008 to approximate the laws of the Member States relating to trade marks (OJ 2008 L 299, p. 25).

**Request for a preliminary ruling from the Bundespatentgericht (Germany) lodged on 24 July 2013 — Apple, Inc. v Deutsches Patent- und Markenamt**

(Case C-421/13)

(2013/C 313/15)

*Language of the case: German*

**Referring court**

Bundespatentgericht

**Parties to the main proceedings**

*Applicant:* Apple, Inc.

*Defendant:* Deutsches Patent- und Markenamt

**Questions referred**

1. Is Article 2 of the Directive<sup>(1)</sup> to be interpreted as meaning that the possibility of protection for the 'packaging of goods' also extends to the layout in which a service is incorporated?