2. Is Directive 2014/59/EU, in particular Article 43(2)(b) and Article 37(6) thereof, to be interpreted as meaning that a measure which corresponds to the bail-in tool of Article 43 of Directive 2014/59/EU also comes within its substantive scope of application if, in consequence of a national provision of the home Member State, it is applied in a case in which there is no longer any realistic prospect of restoring the viability of the divestment unit, which has already sold the parts which are to continue to operate after the entry into force of Directive 2014/59/EU on 2 July 2014 but before the expiry of the transposition period on 31 December 2014, and no further services having systemic consequences are to be transferred to a bridge institution and also no further parts of the institution are to be disposed of or transferred, and instead the divestment unit serves only to administer the assets, rights and liabilities for the purpose of an orderly, proactive and best-value divestment of those individual assets, rights and liabilities (portfolio divestment)?

3. Is Article 3(2) of Directive 2001/24/EC of the European Parliament and of the Council on the reorganisation and winding-up of credit institutions ([3]) (as amended by Article 117 of Directive 2014/59/EU) to be interpreted as meaning that a reduction in the liabilities of a divestment unit which is carried out by an administrative authority of the divestment unit's home Member State, those liabilities being governed by a different national law, and the reduction of the interest rate and the postponement of liabilities in the Member State whose law governs the obligations and in which the creditor in question has its seat, are fully effective without any further formalities, or is this subject to the conditions that the divestment unit (divestment company) comes within the scope *ratione personæ* of Directive 2014/59/EU (see Question 1) and the measure which is taken is within the scope *ratione materiæ* of application of Directive 2014/59/EU?

   Does the term 'fully effective … without any further formalities' mean that the court of a Member State which is required to decide whether to recognise the measures taken pursuant to the law of the home Member State within the framework of the law governing the liabilities has no power to examine whether those measures are compatible with Directive 2014/59/EU?

([1]) Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms and amending Council Directive 82/891/EEC, and Directives 2001/24/EC, 2002/47/EC, 2004/25/EC, 2005/56/EC, 2007/36/EC, 2011/35/EU, 2012/30/EU and 2013/36/EU, and Regulations (EU) No 1093/2010 and (EU) No 648/2012, of the European Parliament and of the Council (OJ 2014 L 173, p. 190).

([2]) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (OJ 2013 L 176, p. 1).

([3]) Directive 2001/24/EC of the European Parliament and of the Council of 4 April 2001 on the reorganisation and winding up of credit institutions (OJ 2001 L 125, p. 15).

Request for a preliminary ruling from the Oberlandesgericht Düsseldorf (Germany) lodged on 15 July 2016 — DOCERAM GmbH v CeramTec GmbH

(Case C-395/16)

(2016/C 419/35)

Language of the case: German

Referring court

Oberlandesgericht Düsseldorf

Parties to the main proceedings

Applicant: DOCERAM GmbH

Defendant: CeramTec GmbH

Questions referred

1. Does a technical function that precludes protection within the meaning of Article 8(1) of Council Regulation (EC) No 6/2002 of 12 December 2001 on Community designs ([1]) also exist if the design effect is of no significance for the product design, but the (technical) functionality is the sole factor that dictates the design?

2. If the Court answers Question 1 in the affirmative:

   From which point of view is it to be assessed whether the individual design features of a product have been chosen solely on the basis of considerations of functionality? Is an 'objective observer' required and, if so, how is such an observer to be defined?

([1]) OJ 2002 L 3, p. 1.

Request for a preliminary ruling from the Bundesarbeitsgericht (Germany) lodged on 27 July 2016 — Vera Egenberger v Evangelisches Werk für Diakonie und Entwicklung e.V.

(Case C-414/16)

(2016/C 419/36)

Language of the case: German

Referring court

Bundesarbeitsgericht

Parties to the main proceedings

Applicant: Vera Egenberger

Defendant: Evangelisches Werk für Diakonie und Entwicklung e.V.

Questions referred

1. Is Article 4(2) of Directive 2000/78/EC ([1]) to be interpreted as meaning that an employer, such as the defendant in the present case, or the church on its behalf, may itself authoritatively determine whether adherence by an applicant to a specified religion, by reason of the nature of the activities or of the context in which they are carried out, constitutes a genuine, legitimate and justified occupational requirement, having regard to the employer/church's ethos?

2. If the first question is answered in the negative:

   In a case such as the present, is it necessary to disapply a provision of national law — such as, in the present case, the first alternative of Paragraph 9(1) of the AGG (Allgemeines Gleichbehandlungsgesetz, General Law on equal treatment) — which provides that a difference of treatment on the ground of religion in the context of employment with religious bodies and the organisations adhering to them is also lawful where adherence to a specific religion, in accordance with the self-conception of the religious body, having regard to its right of self-determination, constitutes a justified occupational requirement?