

If the answer to this question is in the affirmative, the Court is also asked whether the above provisions are to be interpreted as meaning that the information must be stated in respect of the framework contract (a) as a whole and/or (b) in respect of the original contracting authority which stated its intention to conclude an agreement on the basis of the invitation to tender (in the present case: Region Nordjylland) and/or (c) in respect of the original contracting authority which merely stated that it is participating in one option (in the present case: Region Syddanmark).

2. Are the principles of equal treatment and transparency laid down in Article 18(1) of [Directive 2014/24] and Articles 33 and 49 of [Directive 2014/24], in conjunction with points 7 and 10(a) of Part C of Annex V to Directive 2014/24, to be interpreted as meaning that either the contract notice or the tender specifications must set a maximum quantity and/or a maximum value of the supplies under the framework contract to which the tender relates, such that the framework contract in question will no longer have any effect when that limit is reached?

If the answer to this question is in the affirmative, the Court is also asked whether the above provisions are to be interpreted as meaning that the above maximum limit must be indicated in respect of the framework contract (a) as a whole and/or (b) in respect of the original contracting authority which stated its intention to conclude an agreement on the basis of the invitation to tender (in the present case: Region Nordjylland) and/or (c) in respect of the original contracting authority which merely stated that it is participating in one option (in the present case: Region Syddanmark).

If the answer to Question 1 and/or Question 2 is in the affirmative, the Court is further asked — in so far as it is relevant to the content of those answers — to answer the following question:

3. Is Article 2d(1)(a) of [Directive 92/13], read in conjunction with Articles 33 and 49 of [Directive 2014/24], in conjunction with points 7 and 10(a) of Part C of Annex V to Directive 2014/24, to be interpreted as meaning that the condition that ‘the contracting entity has awarded a contract without prior publication of a notice in the *Official Journal of the European Union*’ covers a case such as the present where the contracting authority has published a contract notice in the *Official Journal of the European Union* concerning the envisaged framework contract, but
- (a) where the contract notice does not meet the requirement to indicate the estimated quantity and/or the estimated value of the supplies under the framework contract to which the tender relates since an estimate thereof is set out in the tender specifications, and
- (b) where the contracting authority has breached the requirement to set in the contract notice or the tender specifications a maximum quantity and/or a maximum value of the supplies under the framework contract to which the call for tenders relates?

(¹) Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ 2014 L 94, p. 65).

Request for a preliminary ruling from the Tribunal de grande instance de Rennes (France) lodged on 21 January 2020 — PF and QG v Caisse d’allocations familiales d’Ille-et-Vilaine (CAF)

(Case C-27/20)

(2020/C 95/25)

Language of the case: French

Referring court

Tribunal de grande instance de Rennes

Parties to the main proceedings

Applicants: PF and QG

Defendant: Caisse d’allocations familiales d’Ille-et-Vilaine (CAF)

Question referred

Is EU law, in particular Articles 20 and 45 of the Treaty on the Functioning of the European Union, Article 4 of Regulation No 883/2004⁽¹⁾ and Article 7 of Regulation No 492/2011,⁽²⁾ to be interpreted as precluding a provision of national legislation, such as Article R 532-3 of the code de la sécurité sociale (French Social Security Code), which defines the reference calendar year, for the purposes of calculating family allowances, as the year before that preceding the payment period, and results, in a situation where the income of the person claiming the allowance has risen substantially in another Member State, and then fallen [following] his or her return to his or her Member State of origin, in that person being deprived, unlike residents who have not exercised their right of free movement, of part of his or her family allowance rights?

⁽¹⁾ Regulation (EC) No 883/2004 of the European Parliament and of the Council of 29 April 2004 on the coordination of social security systems (OJ 2004 L 166, p. 1).

⁽²⁾ Regulation (EU) No 492/2011 of the European Parliament and of the Council of 5 April 2011 on freedom of movement for workers within the Union (OJ 2011 L 141, p. 1).

**Request for a preliminary ruling from the Attunda Tingsrätt (Sweden) lodged on 21 January 2020 —
Airhelp Ltd v Scandinavian Airlines System SAS**

(Case C-28/20)

(2020/C 95/26)

Language of the case: Swedish

Referring court

Attunda Tingsrätt

Parties to the main proceedings

Applicant: Airhelp Limited

Defendant: Scandinavian Airlines System SAS

Questions referred

1. Does a strike by airline pilots who are employed by an air carrier and who are needed to carry out a flight constitute an 'extraordinary circumstance' within the meaning of Article 5(3) of Regulation No 261/2004,⁽¹⁾ when the strike is not implemented in connection with a measure decided upon or announced by the air carrier but of which notice is given and which is lawfully initiated by workers' organisations as industrial action intended to induce the air carrier to increase wages, provide benefits or amend employment conditions in order to meet the organisations' demands?
2. What significance, if any, is to be attached to the fairness of the workers' organisations' demands and, in particular, to the fact that the wage increase demanded is significantly higher than the wage increases which generally apply to the national labour markets in question?
3. What significance, if any, is to be attached to the fact that the air carrier, in order to avoid a strike, accepts a proposal for settlement from a national body responsible for mediating labour disputes but the workers' organisations do not?

⁽¹⁾ Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 (OJ 2004 L 46, p. 1).
