

2. Is national legislation, as described above and applied by the Walloon Region, justified by requirements of public security or other protective measures and is compliance with the national legislation, interpreted as meaning that a document issued by the foreign owner of the vehicle granting permission to use the vehicle for a limited and specified period of time must be carried in the vehicle, necessary in order to attain the objective pursued or could the objective have been attained by other, less strict and formalistic means?

By order of 10 September 2020, the Court of Justice of the European Union (Sixth Chamber) ruled as follows:

Article 63(1) TFEU must be interpreted as precluding legislation of a Member State according to which a person residing in that Member State may rely on a derogation from the requirement to register vehicles laid down in that Member State, in respect of a vehicle registered in another Member State and made available to that person free of charge, for short periods of time, by the owner of that vehicle who resides in that other Member State, only where the documents attesting that the person concerned fulfils the conditions for that derogation are carried in the vehicle at all times, with no possibility of providing those documents subsequently.

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**Request for a preliminary ruling from the Consiglio di Stato (Italy) lodged on 23 April 2020 — AZ, BY, CX, DW, EV, FU, GJ v Presidenza del Consiglio dei Ministri, Ministero dell’Istruzione, dell’Università e della Ricerca — MIUR, Università degli studi di Perugia**

(Case C-173/20)

(2021/C 19/18)

*Language of the case: Italian*

#### **Referring court**

Consiglio di Stato

#### **Parties to the main proceedings**

*Applicants:* AZ, BY, CX, DW, EV, FU, GJ

*Defendants:* Presidenza del Consiglio dei Ministri, Ministero dell’Istruzione, dell’Università e della Ricerca — MIUR, Università degli studi di Perugia

#### **Questions referred**

- (1) Does clause 5 of the Framework Agreement annexed to Council Directive 1999/70/EC of 28 June 1999 concerning the Framework Agreement on fixed-term work concluded by ETUC, UNICE and CEEP (‘the Directive’), (1) entitled ‘Measures to prevent abuse’, read in conjunction with recitals 6 and 7 and clause 4 of that agreement (‘Principle of non-discrimination’), and in the light of the principles of equivalence, effectiveness and practical effect of European Union law, preclude national legislation, specifically Article 24(3)(a) and Article 22(9) of Law No 240/2010, which allows universities to make unlimited use of fixed-term three-year contracts for researchers which may be extended for a further two years, without making the conclusion and extension of such contracts contingent on there being an objective reason connected with the temporary or exceptional requirements of the university offering such contracts, and which only stipulates, as the sole limit on the use of multiple fixed-term contracts with the same person, a maximum duration of 12 years, continuous or otherwise?
- (2) Does clause 5 of the Framework Agreement, read in conjunction with recitals 6 and 7 of the Directive and clause 4 of the Framework Agreement, and in the light of the practical effect of European Union law, preclude national legislation (specifically Articles 24 and 29(1) of Law No 240/2010), in so far as it allows universities to recruit researchers on a fixed-term basis only — without making the decision to employ such researchers contingent on the existence of temporary or exceptional requirements and without imposing any limit on that practice — through the potentially indefinite succession of fixed-term contracts, to cover the ordinary teaching and research requirements of those universities?

- (3) Does clause 4 of that Framework Agreement preclude national legislation, such as Article 20(1) of Legislative Decree No 75/2017 (as interpreted by the above-mentioned Ministerial Circular No 3/2017), which — while recognising that researchers on fixed-term contracts with public research bodies may be made permanent members of staff, provided that they have been employed for at least three years prior to 31 December 2017 — does not permit this for university researchers on fixed-term contracts solely because Article 22(16) of Legislative Decree No 75/2017 applies the ‘public law regime’ to the employment relationship — even though, as a matter of law, that relationship is based on a contract of employment — and despite the fact that Article 22(9) of Law No 240/2010 imposes the same rule on researchers at research bodies and at universities regarding the maximum duration of fixed-term employment relationships with universities and research bodies, whether in the form of the contracts referred to in Article 24 of that law or the research projects referred to in Article 22?
- (4) Do the principles of equivalence, effectiveness and practical effect of EU law, with regard to the Framework Agreement, and the principle of non-discrimination enshrined in clause 4 thereof, preclude national legislation (Article 24(3)(a) of Law No 240/2010 and Article 29(2)(d) and (4) of Legislative Decree No 81/2015) which — notwithstanding the existence of rules applicable to all public-sector and private-sector workers recently set out in Legislative Decree No 81 which establish (from 2018) that the maximum duration of a fixed-term relationship is 24 months (including extensions and renewals) and make the use of fixed-term relationships by the public authorities contingent on the existence of ‘temporary and exceptional requirements’ — allows universities to hire researchers on a three-year fixed-term contract, which may be extended for two years in the event of a favourable assessment of the research and teaching activities carried out during those three years, without making either the conclusion of the initial contract or its extension conditional on the university having such temporary or exceptional requirements, and even allowing it, at the end of the five-year period, to enter into another fixed-term contract of the same type with the same individuals or with other individuals, in order to cover the same teaching and research requirements as those of the earlier contract?
- (5) Does clause 5 of the Framework Agreement, in the light of the principles of effectiveness and equivalence and clause 4 of that agreement, preclude national legislation (Article 29(2)(d) and (4) of Legislative Decree No 81/2015 and Article 36(2) and (5) of Legislative Decree No 165/2001) which prevents university researchers hired on a three-year fixed-term contract, which may be extended for a further two years (pursuant to Article 24(3)(a) of Law No 240/2010), from subsequently establishing a relationship of indefinite duration, there being no other measures within the Italian legal system which can prevent and penalise the misuse of successive fixed-term contracts by universities?

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(<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).

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**Request for a preliminary ruling from the Sąd Rejonowy dla Łodzi-Śródmieścia w Łodzi (Poland)  
lodged on 22 July 2020 — Prokuratura Rejonowa Łódź-Bałuty v D.P.**

**(Case C-338/20)**

(2021/C 19/19)

*Language of the case: Polish*

**Referring court**

Sąd Rejonowy dla Łodzi-Śródmieścia w Łodzi

**Parties to the main proceedings**

*Applicant:* Prokuratura Rejonowa Łódź-Bałuty

*Defendant:* D.P.