

Official Journal

of the European Union

L 123



English edition

Legislation

Volume 54

12 May 2011

Contents

II *Non-legislative acts*

REGULATIONS

- ★ **Council Implementing Regulation (EU) No 453/2011 of 4 May 2011 imposing a definitive anti-dumping duty on imports of furfuraldehyde originating in the People's Republic of China following an expiry review pursuant to Article 11(2) of Regulation (EC) No 1225/2009.** 1
- ★ **Commission Regulation (EU) No 454/2011 of 5 May 2011 on the technical specification for interoperability relating to the subsystem 'telematics applications for passenger services' of the trans-European rail system ⁽¹⁾** 11
- Commission Implementing Regulation (EU) No 455/2011 of 11 May 2011 establishing the standard import values for determining the entry price of certain fruit and vegetables 68
- Commission Implementing Regulation (EU) No 456/2011 of 11 May 2011 amending the representative prices and additional import duties for certain products in the sugar sector fixed by Regulation (EU) No 867/2010 for the 2010/11 marketing year 70

Price: EUR 4

(Continued overleaf)

(¹) Text with EEA relevance

EN

Acts whose titles are printed in light type are those relating to day-to-day management of agricultural matters, and are generally valid for a limited period.

The titles of all other acts are printed in bold type and preceded by an asterisk.

IV *Acts adopted before 1 December 2009 under the EC Treaty, the EU Treaty and the Euratom Treaty*

★ EFTA Surveillance Authority Decision No 343/09/COL of 23 July 2009 on the property transactions engaged in by the Municipality of Time concerning property numbers 1/152, 1/301, 1/630, 4/165, 2/70, 2/32 (Norway)	72
---	----

II

(Non-legislative acts)

REGULATIONS

COUNCIL IMPLEMENTING REGULATION (EU) No 453/2011

of 4 May 2011

imposing a definitive anti-dumping duty on imports of furfuraldehyde originating in the People's Republic of China following an expiry review pursuant to Article 11(2) of Regulation (EC) No 1225/2009

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Council Regulation (EC) No 1225/2009 of 30 November 2009 on protection against dumped imports from countries not members of the European Community⁽¹⁾ (the basic Regulation), and in particular Article 11(2) and (5) and Article 9(4) thereof,

Having regard to the proposal submitted by the European Commission (Commission) after consulting the Advisory Committee,

Whereas:

A. PROCEDURE

1. Measures in force

- (1) Following an anti-dumping investigation (the original investigation), the Council imposed by Regulation (EC) No 95/95⁽²⁾ of 21 January 1995 a definitive anti-dumping duty in the form of a specific duty on imports of furfuraldehyde originating in the People's Republic of China (PRC) (the definitive anti-dumping measures). The specific duty rate was set at EUR 352 per tonne.
- (2) Following an interim review initiated in May 1997 upon the request of a Chinese exporter, the measures were maintained by Regulation (EC) No 2722/1999⁽³⁾ for a further period of 4 years.

- (3) In April 2005, following an expiry review, the Council by Regulation (EC) No 639/2005⁽⁴⁾ extended the measures for a further period of 5 years.

2. Request for an expiry review

- (4) Following the publication of a notice of impending expiry⁽⁵⁾ of the definitive anti-dumping measures in force, the Commission received on 28 January 2010 a request for the initiation of an expiry review of these measures pursuant to Article 11(2) of the basic Regulation. The request was lodged by two Union producers, Lenzing AG and Tanin Sevnica kemična industrija d.d. (the applicants), representing a major proportion of the Union production of furfuraldehyde, in this case more than 50 %.

- (5) The request was based on the grounds that the expiry of the measures would be likely to result in a continuation of dumping and recurrence of injury to the Union industry (the 'UI').

3. Initiation of an expiry review

- (6) Having determined that sufficient evidence existed for the initiation of an expiry review, and after consulting the Advisory Committee, the Commission announced on 27 April 2010, by a notice published in the *Official Journal of the European Union*⁽⁶⁾ (the Notice of initiation), the initiation of an expiry review pursuant to Article 11(2) of the basic Regulation.

⁽¹⁾ OJ L 343, 22.12.2009, p. 51.

⁽²⁾ OJ L 15, 21.1.1995, p. 11.

⁽³⁾ OJ L 328, 22.12.1999, p. 1.

⁽⁴⁾ OJ L 107, 28.4.2005, p. 1.

⁽⁵⁾ OJ C 16, 22.1.2010, p. 40.

⁽⁶⁾ OJ C 107, 27.4.2010, p. 10.

4. Investigation

4.1. Investigation period

- (7) The investigation concerning the likelihood of a continuation of dumping covered the period from 1 April 2009 to 31 March 2010 ('the review investigation period' or 'RIP'). The examination of the trends relevant for the assessment of the likelihood of a recurrence of injury covered the period from 1 January 2007 to the end of the review investigation period (the period considered).

4.2. Parties concerned by this investigation

- (8) The Commission officially advised the applicants, exporting producers in the country concerned, importers, users known to be concerned, and the representatives of the country concerned of the initiation of the expiry review.
- (9) Interested parties were given the opportunity to make their views known in writing and to request a hearing within the time limit set in the Notice of initiation. All interested parties, who so requested and showed that there were particular reasons why they should be heard, were granted a hearing.

4.3. Sampling

- (10) In view of the apparent large number of exporting producers in the PRC, it was considered appropriate to examine whether sampling should be used, in accordance with Article 17 of the basic Regulation. In order to enable the Commission to decide whether sampling would be necessary and, if so, to select a sample, the above parties were requested to make themselves known within 15 days of the initiation of the review and to provide the Commission with the information requested in the Notice of initiation. Given that no exporting producers came forward to cooperate, sampling was not necessary.

4.4. Verification of information received

- (11) The Commission sent questionnaires to all parties known to be concerned and to those who made themselves known within the deadlines set in the Notice of initiation.
- (12) Replies to the questionnaires were received from the two Union producers, one importer/user and one producer in the analogue country, Argentina. None of the Chinese exporting producers cooperated in the current investigation.

- (13) The Commission sought and verified all the information it deemed necessary for a determination of the likelihood of continuation or recurrence of dumping and resulting injury and of the Union interest. Verification visits were carried out at the premises of the following interested parties:

(a) Union producers

- Lenzing AG, (Lenzing), Austria
- Tanin Sevnica kemična industrija d.d (Tanin), Slovenia

(b) Unrelated importer/user

- International Furan Chemicals BV (IFC), Rotterdam

B. PRODUCT CONCERNED AND LIKE PRODUCT

1. Product concerned

- (14) The product concerned by this review is the same as the one in the original investigation and the following reviews mentioned above in recitals 2 and 3, namely furfuraldehyde originating in the PRC, currently falling within CN code 2932 12 00 (the product concerned). Furfuraldehyde is also known as 2-furaldehyde or furfural.
- (15) Furfuraldehyde is a light yellow liquid with a characteristic pungent odour, which is obtained by processing different types of agricultural waste. Furfuraldehyde has two main applications: as a selective solvent in petroleum refining for the production of lubricating oils and as raw material for processing into furfuryl alcohol, which is used to make synthetic resin for foundry moulds.

2. Like product

- (16) As in the previous investigations, this investigation confirmed that the furfuraldehyde produced in the PRC and exported to the European Union, the furfuraldehyde produced and sold on the domestic market of the analogue country Argentina and the furfuraldehyde manufactured and sold in the Union by the Union producers have the same basic physical and chemical characteristics, and the same basic uses. They were therefore considered to be like products within the meaning of Article 1(4) of the basic Regulation.

C. LIKELIHOOD OF CONTINUATION OF DUMPING

- (17) In accordance with Article 11(2) of the basic Regulation, it was examined whether the expiry of the existing measures would be likely to lead to a continuation or recurrence of dumping.

1. General

(18) Of the 34 known Chinese exporting producers contacted at the initiation, none cooperated with the investigation and no information was submitted by any of them. Therefore, the findings on the likelihood of continuation or recurrence of dumping set out below had to be based on facts available, in particular the information submitted by the cooperating importer/industrial user, Eurostat data, official export statistics of the PRC and information in the review request.

2. Analogue country

(19) Since the PRC is an economy in transition, in accordance with Article 2(7)(a) of the basic Regulation normal value had to be determined on the basis of the price or constructed value in an appropriate market economy third country (the analogue country), or the price from the analogue country to other countries, including the Union, or, where those are not possible, on any other reasonable basis, including the price actually paid or payable in the Union for the like product, duly adjusted if necessary to include a reasonable profit margin.

(20) As in the original investigation, Argentina was proposed in the Notice of initiation as an appropriate analogue country for the purposes of establishing normal value. Following the publication of the Notice of initiation, no comments concerning the proposed analogue country were received.

(21) One producer of furfuraldehyde in Argentina cooperated with the investigation by replying to a questionnaire. The investigation showed that Argentina had a competitive market for furfuraldehyde with around 90 % of the market supplied by local production and the rest by imports from third countries. The production volume in Argentina constitutes more than 70 % of the volume of Chinese exports of the product concerned to the Union for inward processing. The Argentinean market was therefore deemed sufficiently representative for the determination of normal value for the PRC.

(22) It is therefore concluded, as in the original investigation, that Argentina constitutes an appropriate analogue country in accordance with Article 2(7)(a) of the basic Regulation.

3. Dumping of imports during the RIP

3.1. Normal value

(23) Pursuant to Article 2(7)(a) of the basic Regulation, normal value was established on the basis of the

information received from the cooperating producer in the analogue country, i.e. on the basis of the price paid or payable on the domestic market of Argentina by unrelated customers, since these sales were found to be made in the ordinary course of trade.

(24) As a result, normal value was established as the weighted average domestic sales price to unrelated customers by the cooperating producer in Argentina.

(25) It was first established whether the total domestic sales of the like product to independent customers were representative in accordance with Article 2(2) of the basic Regulation, i.e. whether they accounted for 5 % or more of the total sales volume of the product concerned exported to the Union. The domestic sales of the cooperating producer in Argentina were considered sufficiently representative during the RIP.

(26) The Commission subsequently examined whether the domestic sales of the like product could be regarded as being sold in the ordinary course of trade pursuant to Article 2(4) of the basic Regulation. This was done by establishing for the like product sold on the Argentinean market the proportion of profitable domestic sales to independent customers during the RIP. Since all sales of the like product during the RIP were profitable, normal value was based on weighted average of all domestic sales.

3.2. Export price

(27) As none of the Chinese exporters to the Union cooperated with the investigation, export prices were established on the basis of the facts available. The most appropriate basis was found to be the information provided by the cooperating importer and the Eurostat data in relation to imports into the Union of the product concerned. Though most of these imports were made under inward processing regime (IPR) (Chinese furfuraldehyde was further processed into furfuryl alcohol for export), there was no reason to believe that they were not a reasonable basis for establishing export prices.

3.3. Comparison

(28) For the purposes of ensuring a fair comparison between the normal value and the export price, and in accordance with Article 2(10) of the basic Regulation, due allowance in the form of adjustments was made with regard to certain differences in transport and insurance, which affected prices and price comparability.

3.4. Dumping margin

- (29) In accordance with Article 2(11) of the basic Regulation, the dumping margin was established on the basis of a comparison of the weighted average normal value with the weighted average export prices at the same level of trade. This comparison showed the existence of significant dumping.

4. Development of imports should measures be repealed

- (30) Further to the analysis of the existence of dumping during the RIP, the likelihood of the continuation of dumping should measures be repealed was investigated. Given the fact that no exporting producer in the PRC cooperated in this investigation, the conclusions below rely on facts available in accordance with Article 18 of the basic Regulation, namely the information provided by the cooperating importer, Eurostat data, official export statistics of the PRC and the review request.
- (31) In this respect the following elements were analysed: development of imports into the Union from the PRC under IPR, development of Chinese exports to third countries and the spare capacity of the Chinese producers.

4.1. Development of imports from the PRC

- (32) According to the Chinese official export statistics the total worldwide exports from the PRC of the product concerned increased by 117 % during the period considered. This increase was mainly absorbed by the US and other third country markets.
- (33) Concerning the exports to the Union, according to Eurostat and verified import data, it should be noted that during the RIP 99,9 % of all the imports from the PRC of the product concerned into the Union were made for inward processing, the remaining 0,1 % for free circulation. There were no imports for free circulation in 2007 and 2008. For completeness of data, the imports for free circulation have been taken into account in the total import volume, however, a detailed analysis of the development of prices of these imports was considered immaterial due to the negligible volumes involved.
- (34) The import volume from PRC under the IPR and free circulation decreased by 67 % from 2007 to the RIP, which coincided with shrinking consumption on the Union market by 24 % as set out in recital 45 below. The Chinese furfuraldehyde imported under IPR was further processed into furfuryl alcohol which was then

exported. There is no information available as to how the imports for free circulation have been used in the Union, however, it can be reasonably assumed that, should the measures be repealed, at least part of the current imports under IPR could be imported for free circulation as such or as the final downstream product (furfuryl alcohol) sold on the Union market.

- (35) The price of Chinese exports has varied between markets in the period from 2007 to the RIP. While there has been a sharp decrease in the export price to the Union (by 11 %) in this period, the other export markets have experienced an increase of approximately 10 %. It is, however, notable that the prices for the US market during the RIP have been at roughly the same level as to the Union, while, according to the Chinese export statistics, the exports to other markets have been by 19 % per tonne more expensive. Considering that the product concerned is very homogeneous, such price differences can only be explained by the deliberate pricing strategy of Chinese exporters who obtain higher prices and profits on markets with less competition than in markets such as the Union and the US where lower prices are practised. Considering that exports to the Union and the US constituted 46 % of total Chinese exports, this leads to a conclusion that this price discrimination could be maintained, if duties were to lapse, in order to sustain dumping at least on the Union market.

4.2. Spare capacity of the exporters

- (36) Since little public information is available about the Chinese industry of furfuraldehyde, the following conclusions rely mainly on the information contained in the review request.
- (37) According to the request for the expiry review, the Chinese production of furfuraldehyde has been steadily increasing since 1999, and in 2009 the production volume reached around 320 000 tonnes. The Chinese capacity utilisation rate is said to be at around 94 % which means that there is idle capacity of around 20 000 tonnes per year in the PRC, i.e. approximately half of total consumption in the Union. More than 200 production plants of furfuraldehyde are said to currently operate in the PRC, of which more and more engage in export activities.
- (38) Based on the above, it can be concluded that, if the measures were repealed, it can be expected that the exports of the product concerned from the PRC would enter the Union market outside the IPR in significant quantities and most likely would continue being dumped.

5. Conclusion on the likelihood of a continuation of dumping

- (39) Considering the large production capacity available in the PRC, the ability of Chinese producers to increase rapidly the production volumes and direct them for export, as well as the pricing of those exports, it is reasonable to assume that a repeal of the measures would result in a resumption of exports from the PRC to the Union outside the IPR.
- (40) The current export prices under IPR do not bear the anti-dumping duty. It is considered therefore that such prices are also indicative as to future price levels, should measures be repealed. In this regard, it was found that Chinese export prices under IPR were dumped and were undercutting the Union producers' prices by 11 % in the RIP, as set out in recital 69 below.
- (41) In view of the findings described above, it can be concluded that the exports from the PRC are still being dumped and that there is a likelihood of continuation of dumping on the Union market if the current anti-dumping measures were to lapse.

D. DEFINITION OF THE UNION INDUSTRY

- (42) The UI consists of two companies: Lenzing AG (Austria) and Tanin Sevnica kemična industrija d.d (Slovenia), which together account for 100 % of the Union's production of the product concerned in the RIP. Both companies replied to the questionnaires and fully cooperated in the investigation. On this basis, the two Union producers constitute the Union industry within the meaning of Article 4(1) and Article 5(4) of the basic Regulation. For reasons of confidentiality data concerning the performance of the UI are given only in indexed form.
- (43) Compared to the original investigation, the UI has changed: significantly Furfural Español S.A., now called Nutrafur, the Spanish producer that lodged the original complaint in 1994, ceased production in October 2008. Nutrafur, which supports the present request for review, has not cooperated in this proceeding. However, Nutrafur is still active in the market, as a trader buying the product concerned from its former Union competitors. The production figures of Nutrafur in 2007 and 2008 mentioned in the request were included in the consumption in the Union market.

E. SITUATION ON THE UNION MARKET

1. Consumption in the Union market

- (44) Union consumption of furfuraldehyde was established on the basis of the sales volumes of the UI on the Union market (including the sales of Nutrafur while it was still producing furfuraldehyde) plus imports under IPR from the PRC and imports from other third countries into free

circulation, based on verified data of the importer International Furan Chemicals BV (IFC) and Eurostat. As Eurostat does not disclose the complete information for confidentiality reasons, Eurostat data were used only for the imports from other third countries except PRC and the Dominican Republic, since IFC is the sole importer of furfuraldehyde from these sources.

- (45) On this basis, during the period considered, the Union consumption decreased by 24 %, from 48 534 tonnes in 2007 to 36 725 tonnes, during the RIP.

Table 1 — Union consumption

Year	2007	2008	2009	RIP
Tonnes	48 534	45 738	38 175	36 725
Index (2007=100)	100	94	79	76
Y/Y trend		- 6	- 15	- 3

Source: verified questionnaire replies of the UI and IFC, review request and Eurostat

2. Imports from the PRC

2.1. Volume, market share and prices

- (46) According to Chinese export statistics, during the RIP there were only insignificant (2,5 tonnes) Chinese imports for free circulation, most of the Chinese imports being made under IPR. The Chinese IPR volume decreased from 8 264 tonnes in 2007 to 2 749 tonnes in the RIP, i.e. by 67 %. In 2008 Chinese IPR imports reached a peak of approximately 10 000 tonnes which decreased in the following years. Over the period considered the Chinese market share for IPR decreased from 17 % to 8 %, i.e. by 9 percentage points.
- (47) The Chinese IPR price decreased by 12 % from EUR 774 in 2007 to EUR 685 in the RIP.

Table 2 — Imports from the PRC

Year	2007	2008	2009	RIP
Tonnes	8 264	10 002	5 159	2 749
Index (2007=100)	100	121	62	33
Y/Y trend		21	- 59	- 29
Market share	17 %	22 %	14 %	7 %
Price, EUR/tonne	774	1 014	690	685
Index (2007=100)	100	131	89	88

Source: Verified questionnaire response of IFC

3. Import volumes and prices from other third countries

- (48) It should be noted that, as in the original investigation, the imports from the Dominican Republic were entirely shipments from a parent company to its European subsidiary to produce furfuryl alcohol. Thus, the prices used in these transactions are transfer prices between related companies and did not reflect real market prices. According to Eurostat, import volumes of furfuraldehyde into the Union from countries other than the PRC, together with their average prices, developed as follows:

Table 3 — Imports into the Union from the Dominican Republic

Year	2007	2008	2009	RIP
Tonnes	32 003	27 662	24 996	25 959
Index (2007=100)	100	86	78	81
Y/Y trend		- 14	- 8	3
Market share	66 %	60 %	65 %	71 %
Price, EUR/tonne	809	982	582	670
Index (2007=100)	100	121	72	83

Table 4 — Imports into the Union from other third countries

Year	2007	2008	2009	RIP
Tonnes	1 687	1 583	1 226	1 158
Index (2007=100)	100	94	73	69
Y/Y trend		- 6	- 21	- 4
Market share	3 %	3 %	3 %	3 %
Price, EUR/tonne	800	997	632	621
Index (2007=100)	100	125	79	78

- (49) During the period considered the import volumes of furfuraldehyde from the Dominican Republic and all other third countries decreased significantly by 19 % and 31 % respectively. However the decrease of imports from the Dominican Republic still allowed for an increase in the market share from 66 % to 71 %. However all these imports were incorporated in the production of furfuryl alcohol by the European subsidiary of the producer in the Dominican Republic. Therefore, the prices of these transactions were transfer prices between related companies and may not reflect real market prices.

3.1. Export volumes and prices from the PRC to other third countries

- (50) During the period considered export volumes increased by 105 % (equivalent to approximately 9 % of total

Union sales in the RIP). It is noted that export sales by the UI to other third countries were made at low prices during the RIP. This can be explained by the competition in large quantities at low prices with Chinese furfuraldehyde in other third countries.

Table 5 — Export volumes and prices of the UI to other third countries

Year	2007	2008	2009	RIP
Quantities — Index (2007=100)	100	136	211	205
Y/Y trend		36	75	- 6
Prices — Index (2007=100)	100	114	88	82
Y/Y trend		14	- 26	- 6

4. Economic situation of the UI

- (51) The economic situation of the UI, i.e. the two companies Lenzing and Tanin is analysed below.

4.1. Production

- (52) The total production by the UI of the product concerned increased by 14 % during the period considered.

Table 6 — Union production

Year	2007	2008	2009	RIP
Index (2007=100)	100	109	114	114
Y/Y trend		9	5	0

Source: Verified questionnaire replies of the Union producers

4.2. Production capacity and capacity utilisation

- (53) The total production capacity of the UI remained the same during the period considered. The capacity utilisation of the UI increased by 12 percentage points from 85 % to 97 % meaning that production was almost at full capacity.

Table 7 — Union capacity

Year	2007	2008	2009	RIP
Index (2007=100)	100	100	100	100
Capacity utilisation	85 %	92 %	96 %	97 %

Source: Verified questionnaire replies of the Union producers

4.3. Level of stocks

- (54) The table below shows that the level of stocks of the UI increased by 26 % during the period considered. The increase of stocks was particularly significant between 2007 and 2008, when stocks increased by 193 %.

Table 8 — Stocks

Year	2007	2008	2009	RIP
Index (2007=100)	100	293	165	126
Y/Y trend		193	- 128	- 40

Source: Verified questionnaire replies of the Union producers

4.4. Sales volume and market share

- (55) The UI's sales volume to unrelated customers in the Union market increased by 13 %, during the RIP. Following the increase in sales, the market share of the UI increased by 5 percentage points during the period considered.

Table 9 — Sales volume and Union market share

Year	2007	2008	2009	RIP
Index (2007=100)	100	100	112	113
Market share ranged	10-20 %	10-20 %	14-24 %	15-25 %

Source: Verified questionnaire replies of the Union producers

4.5. Average sales prices

- (56) During the period considered the average sales prices charged by the UI on the Union market decreased by 1 %. In 2008 the average sales price reached a peak with an increase of 11 %, but then decreased rapidly in the following year. The slight decrease in the sales prices must be seen in view of the increase of 5 % in the unit cost of production, that the UI was not able to take into account.

Table 10 — Average sales price in the Union

Year	2007	2008	2009	RIP
Index (2007=100)	100	111	98	99
Y/Y trend		11	- 13	1

Source: Verified questionnaire replies of the Union producers

4.6. Average cost of production

- (57) During the period considered the average cost of production (COP) increased by 5 % mainly due to the increase in employment and therefore an increase in the total cost of labour.

Table 11 — Average cost of production

Year	2007	2008	2009	RIP
Index (2007=100)	100	105	105	105
Y/Y trend		5	0	0

Source: Verified questionnaire replies of the Union producers

4.7. Profitability and cash flow

- (58) The profits made by the UI decreased significantly during the period considered together with the cash flow, which decreased by 56 %. This was due to pressure on sales prices, despite the increase both in production and in sales.

Table 12 — Profitability and cash flow

Year	2007	2008	2009	RIP
Profitability Index (2007=100)	100	175	- 7	- 4
Y/Y trend		75	- 182	3
Cash Flow — Index (2007=100)	100	144	49	44
Y/Y trend		44	- 95	- 5

Source: Verified questionnaire replies of the Union producers

4.8. Investments, return on investments and ability to raise capital

- (59) Investments dropped by 95 % between 2007 and the RIP. Return on investments, expressed as profits/losses of the product concerned in relation to the net book value of investments, decreased considerably during the period considered, following the trend of investments. As a result of the deterioration in profitability and cash flow, the applicants' ability to raise capital has worsened significantly during the period under consideration. This worsening can also be clearly seen in the applicants' investments, which fell by 95 % during the period considered.

Table 13 — Investments and return on investments

Year	2007	2008	2009	RIP
Investments index (2007=100)	100	61	2	5
Y/Y trend		- 39	- 59	3
Return on investments index (2007=100)	100	196	- 7	- 4
Y/Y trend		96	- 203	3

Source: Verified questionnaire replies of the Union producers

4.9. *Employment and productivity*

- (60) The employment level within the UI during the period considered increased by 8 %. Productivity, measured as output in tonnes per person employed, increased by 6 %. However, the total labour costs increased by 16 % during the period considered.

Table 14 — Employment and productivity

Year	2007	2008	2009	RIP
Employment — Index	100	109	109	108
Productivity (tonnes/employees) — Index	100	100	105	106
Labour costs — Index	100	114	115	116

Source: Verified questionnaire replies of the Union producers

4.10. *Magnitude of dumping margin*

- (61) Given the volume, the market share and the prices of the dumped imports from the PRC, the impact on the UI of the actual margins of dumping cannot be considered to be negligible.

4.11. *Recovery from the effects of dumping*

- (62) As shown by the positive evolution of most of the indicators listed above, during the period considered the financial situation of the UI has partially recovered from the injurious effect of dumped imports originating in the PRC.

4.12. *Growth*

- (63) While Union consumption decreased by 24 % during the period considered, the UI's production, sales volume and market share increased over the same period. At the same time, the volume and market share of imports from the PRC decreased. However, the UI could benefit from the measures to a certain extent as the Chinese pressure on the sales prices did not allow them to have profits nor to reach their target profit.

5. **Conclusion on the economic situation of the UI**

- (64) Furfuraldehyde from the Dominican Republic is not available on the free Union market. Therefore, no indication was found that these imports would have contributed to the precarious situation of the UI. With regard to the imports of other third countries their volumes decreased substantially to such a level that, even if made at very low prices, their effect cannot be considered to be significant.

- (65) The measures against the PRC have had a positive impact on the economic situation of the UI, since most of the injury indicators showed a positive development: production, sales volume and sales value increased. Despite the decreasing consumption, the UI managed to increase its market share. Profitability, however, decreased substantially during the RIP. The UI has not been in a position to achieve the target profit, set at the original investigation as being 5 % to ensure its development. In that sense, it is concluded that the UI has suffered material injury within the meaning of Article 3(5) of the basic Regulation and that its financial situation remains vulnerable.

F. **LIKELIHOOD OF RECURRENCE OF INJURY**

- (66) Recitals 39 and 40 above concluded that the expiry of the measures would be likely to lead to a significant increase of dumped exports from the PRC to the Union.

- (67) As mentioned above, the Chinese producers have the potential to redirect large export volumes to the Union market if measures were repealed. According to the review request, the Chinese production capacity reached 320 000 tonnes in 2009 with a spare capacity of at least 20 000 tonnes. Moreover, it seems that other export markets, such as Japan, Thailand and the USA, could not absorb that spare capacity, which therefore would most probably be directed to the Union market.

- (68) With regard to prices, the Chinese export statistics show that the price of the product concerned to the USA was similar to that of the exports to the Union under IPR. To other export markets Chinese prices were higher.

- (69) However given that the Chinese prices undercut those of the UI by 11 %, if measures were allowed to lapse, it is likely that the Chinese exporters will continue their practices in order to regain the lost market share. Such behaviour coupled with their ability to deliver significant quantities of the product concerned to the Union market would lead to a very negative impact on the UI and in particular on its profitability.

- (70) On the basis of the above, it is concluded that a repeal of measures would in all likelihood lead to a recurrence of injury resulting from the dumped imports from the PRC.

G. **UNION INTEREST**

1. **Preliminary remark**

- (71) In accordance with Article 21 of the basic Regulation, it was examined whether the maintenance of the existing anti-dumping measures would be against the interest of the Union as a whole.

(72) The determination of Union interest was based on an appreciation of all the various interests involved, i.e. those of the UI, the importers/traders as well as the users and suppliers of the product concerned.

(73) In the previous investigations the adoption of measures was considered not to be against the interest of the Union. Furthermore, the present investigation is an expiry review, thus analysing a situation in which anti-dumping measures are in place.

(74) On this basis it was examined whether, despite the conclusion on the likelihood of continuation of dumping and recurrence of injury, there are compelling reasons which would lead to the conclusion that it is not in the Union interest to maintain measures in this particular case.

2. Interest of the UI

(75) The UI has proven to be a viable industry, able to adapt to changing conditions on the market. This was confirmed in particular by the positive development of production and sales in a context of decreasing consumption in the Union. However, due to the enormous pressure on the sales prices, profitability could not follow the same positive trend.

(76) Given the existing spare capacity for furfuraldehyde in the PRC, combined with the fact that other export markets (such as Japan, Thailand and the USA) cannot absorb that spare capacity, if the measures were allowed to lapse, the Chinese exporters would in all likelihood try to regain their lost market share by continuing their dumping behaviour in the Union market.

(77) Therefore, without the continuation of anti-dumping measures, the situation of the UI will in all likelihood severely deteriorate due to low-priced dumped Chinese exports as explained in recitals 65 to 68.

3. Interest of importers

(78) Only one importer in the Union cooperated in the proceeding: IFC, a company located in the Netherlands and owned by a producer of furfuraldehyde in the Dominican Republic. IFC, is the only active importer of furfuraldehyde in the Union, a few other companies only import the product concerned occasionally. IFC is the major player in the Union market of furfuraldehyde (and of furfuryl alcohol) since it represents around 80 % of the consumption in the Union. IFC imports from the Dominican Republic, from the PRC under IPR and from other third countries. Additionally IFC is the main customer of the UI buying approximately 32 % of their total sales. The furfuraldehyde purchased is then

further processed into furfuryl alcohol by TFC, IFC's related company in Geel, Belgium.

(79) This importer is fairly neutral regarding the proceeding as on the one hand it would like to have access to Chinese furfuraldehyde without any restrictions and the burden of completing the customs requirements for the IPR, and on the other hand it would want the UI to be maintained in order to source the product concerned at short notice. Moreover the continuation of measures removes competition with the imports from its parent producer in the Dominican Republic and consolidates the group's stronghold on both the furfuraldehyde and furfuryl alcohol markets (including IPR) in the Union.

4. Interest of users

(80) The Commission sent out questionnaires to 27 industrial users of furfuraldehyde. Only three users cooperated in the proceeding however they did not source furfuraldehyde in the PRC but bought it directly from the UI. For these users the importance of furfuraldehyde in their business, oil refining or the lube oils industry, is negligible. Therefore they do not feel particularly affected by the anti-dumping measures.

5. Conclusion on Union interest

(81) Taking into account the above, it is concluded that there are no compelling reasons against the maintenance of the current anti-dumping measures.

H. ANTI-DUMPING MEASURES

(82) All parties were informed of the essential facts and considerations on the basis of which it was intended to recommend that the existing measures be maintained. They were also granted a period within which they could make representations subsequent to this disclosure. Relevant comments submitted were analysed but have not led to the alteration of the essential facts and considerations on the basis of which it was decided to maintain the anti-dumping measures.

(83) It follows from the above that, as provided for by Article 11(2) of the basic Regulation, the anti-dumping measures imposed by Regulation (EC) No 639/2005 on imports of furfuraldehyde originating in the PRC should be maintained. These measures consist of a specific duty.

(84) However, given that this specific duty was established on the basis of the findings of the original investigation in 1995 and never revised, it has been considered appropriate to assess if the level of the duty is still relevant. In that respect, the Commission will give consideration to initiate *ex officio* an interim review pursuant to Article 11(3) of the basic Regulation,

HAS ADOPTED THIS REGULATION:

Article 1

1. A definitive anti-dumping duty is hereby imposed on imports of 2-furaldehyde (also known as furfuraldehyde or furfural) currently falling within CN code 2932 12 00 originating in the People's Republic of China.

2. The amount of duty applicable is EUR 352 per tonne.

3. In cases where goods have been damaged before entry into free circulation and, therefore, the price actually paid or payable is apportioned for the determination of the customs

value pursuant to Article 145 of Commission Regulation (EEC) No 2454/93 of 2 July 1993 laying down provisions for the implementation of Council Regulation (EEC) No 2913/92 establishing the Community Customs Code ⁽¹⁾, the amount of the anti-dumping duty, calculated on the basis of paragraph 2 of this Article, shall be reduced by a percentage which corresponds to the apportioning of the price actually paid or payable.

4. Unless otherwise specified, the provisions in force concerning customs duties shall apply.

Article 2

This Regulation shall enter into force on the day following its publication in the *Official Journal of the European Union*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 4 May 2011.

For the Council
The President
MARTONYI J.

⁽¹⁾ OJ L 253, 11.10.1993, p. 1.

COMMISSION REGULATION (EU) No 454/2011

of 5 May 2011

on the technical specification for interoperability relating to the subsystem 'telematics applications for passenger services' of the trans-European rail system

(Text with EEA relevance)

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Directive 2008/57/EC of the European Parliament and of the Council of 17 June 2008 on the interoperability of the rail system within the Community ⁽¹⁾, and in particular Article 6(1) thereof,

Whereas:

(1) Pursuant to Article 2(e) of Directive 2008/57/EC, the rail system is subdivided into structural and functional subsystems. Each of the subsystems should be covered by a technical specification for interoperability (TSI).

(2) By Decision C(2006) 124 final of 9 February 2007, the Commission gave a mandate to the European Railway Agency (the Agency) to develop technical specifications for interoperability under Directive 2001/16/EC of the European Parliament and of the Council of 19 March 2001 on the interoperability of the trans-European conventional rail system ⁽²⁾. Under the terms of that mandate, the Agency was requested to draw up the draft TSI related to telematics applications for passengers. It submitted a recommendation on 31 May 2010. This recommendation should be complemented by an additional recommendation following a mandate from the Commission to cover tariffs, ticketing and reservation for domestic journeys. In drafting its recommendation, the Agency should take into account national developments and technical developments in the area of innovative ticketing and intermodality.

(3) Technical specifications for interoperability are specifications adopted in accordance with the Directive 2008/57/EC. The TSI in Annex covers the subsystem relating to telematics applications for passenger services in order to meet the essential requirements and ensure the interoperability of the rail system.

(4) The efficient interconnection of the information and communication systems of the different infrastructure managers and railway undertakings is considered to be important, in particular for the provision of up-to-date information and ticketing services to passengers.

(5) The purpose of this TSI is to define procedures and interfaces between all types of actors to provide information and issue tickets to passengers via widely available technologies. It should include the exchange of information for the following aspects: systems providing passengers with information before and during the journey, reservation and payment systems, luggage management, issuing of tickets via ticket offices, ticket selling machines, on board trains, telephone, Internet or any other widely available information technology, management of connections between trains and with other modes of transport.

(6) The information provided to passengers should be accessible in accordance with the requirements of Commission Decision 2008/164/EC of 21 December 2007 concerning the technical specification for interoperability relating to 'persons with reduced mobility' in the trans-European conventional and high-speed rail system ⁽³⁾.

(7) The provisions of this TSI should not prejudice decisions taken by Member States under Article 2 of Regulation (EC) No 1371/2007 of the European Parliament and of the Council ⁽⁴⁾.

(8) Detailed specifications are necessary to ensure that this Regulation can be applied. Those specifications define the data exchange system based on common components and on the interconnection of the information and communication systems of the relevant actors. Moreover, a description of the governance for the development, deployment and operation of this system, and a master plan for the development and deployment of this system are necessary as well. These deliverables will be produced during an initial phase of implementation. The TSI therefore needs to be amended at a later stage in order to take these deliverables (detailed specifications, governance and master plan) into account.

⁽¹⁾ OJ L 191, 18.7.2008, p. 1.

⁽²⁾ OJ L 110, 20.4.2001, p. 1.

⁽³⁾ OJ L 64, 7.3.2008, p. 72.

⁽⁴⁾ OJ L 315, 3.12.2007, p. 14.

- (9) In accordance with Article 5(8) of Directive 2008/57/EC, the technical documents published by the Agency that are referred to in this Regulation should be regarded as Annexes to the TSI and should become mandatory from the moment the TSI is applicable.
- (10) The measures provided for in this Regulation are in accordance with the opinion of the Committee established in accordance with Article 29(1) of Directive 2008/57/EC,

HAS ADOPTED THIS REGULATION:

Article 1

1. The Technical Specification for Interoperability (hereinafter 'TSI') relating to the element 'applications for passenger services' of the subsystem 'telematics applications' of the trans-European rail system referred to in Article 6(1) of Directive 2008/57/EC is set out in Annex I.

2. The TSI shall apply to the element 'applications for passenger services' of the subsystem 'telematics applications' as defined in Section 2.5 of Annex II to Directive 2008/57/EC.

3. With regard to rail passenger services operated from or to third countries, compliance with the requirements of this TSI is subject to the availability of information from actors outside the EU unless bilateral agreements provide information exchange compatible with the TSI.

Article 2

This TSI shall be implemented in three phases:

- a first phase establishing detailed IT specifications, governance and master plan (phase one),
- a second phase concerning the development of the data exchange system (phase two), and
- a final phase concerning the deployment of the data exchange system (phase three).

Article 3

1. The European Railway Agency shall publish on its website the technical documents listed in Annex III and shall keep them up to date. It shall implement a change management process for

the technical documents as specified in Section 7.5.2 of Annex I. It shall report to the Commission on the progress of these documents. The Commission shall inform the Member States through the Committee established under Article 29 of Directive 2008/57/EC.

2. The European Railway Agency shall publish on its website the reference files referred to in Section 4.2.19 of Annex I and shall keep them up to date. It shall implement a change management process for such files. It shall report to the Commission on the progress of these documents. The Commission shall inform the Member States through the Committee established under Article 29 of Directive 2008/57/EC.

3. The European Railway Agency shall submit its recommendation on the open points listed in Annex II to this Regulation by 31 March 2012.

Article 4

Railway undertakings, infrastructure managers, station managers, ticket vendors and the Agency shall support the works of phase one as specified in Section 7.2 of Annex I by providing functional and technical information and expertise.

Article 5

The representative bodies from the railway sector acting at European level as defined in Article 3(2) of Regulation (EC) No 881/2004 of the European Parliament and of the Council⁽¹⁾ together with a representative of ticket vendors and a representative of European passengers, shall develop the detailed IT specifications, the governance and the master plan as described in Chapter 7 of Annex I and shall submit them to the Commission not later than 1 year after the publication of this Regulation in the *Official Journal of the European Union*.

Article 6

Member States shall ensure that railway undertakings, infrastructure managers, station managers and ticket vendors are informed of this Regulation.

Article 7

This Regulation shall be amended taking into account the results of phase one as described in Section 7.2 of Annex I.

⁽¹⁾ OJ L 164, 30.4.2004, p. 1.

Article 8

This Regulation shall enter into force on the day following its publication in the *Official Journal of the European Union*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 5 May 2011.

For the Commission
The President
José Manuel BARROSO

ANNEX I

1. INTRODUCTION

1.1. **Technical scope**

This Technical Specification for Interoperability (hereinafter referred to as the TSI) concerns the element 'applications for passenger services' of the subsystem 'telematics applications' of the trans-European rail system referred to in Article 6(1) of Directive 2008/57/EC. It is included in the functional area of the list in Annex II to Directive 2008/57/EC.

1.2. **Geographical scope**

The geographical scope of this TSI is the trans-European rail system as defined in Article 2(a) of Directive 2008/57/EC.

1.3. **Content of this TSI**

The content of this TSI is in accordance with Article 5 of Directive 2008/57/EC.

This TSI also comprises, in Chapter 4, the operating and maintenance rules specific to the technical and geographical scope.

2. DEFINITION OF THE SUBSYSTEM/SCOPE

2.1. **Subsystem**

This TSI covers:

- (a) the functional subsystem 'Telematics applications for passenger services';
- (b) the part of the maintenance subsystem relating to the telematics applications for passenger services (i.e. methods of use, management, updating and maintenance of databases, software and data communication protocols, etc.).

It includes the provision of information on the following aspects:

- (a) systems providing passengers with information before and during the journey;
- (b) reservation and payment systems;
- (c) luggage management;
- (d) issuing of tickets via ticket offices or ticket selling machines or telephone or Internet, or any other widely available information technology, and on board trains;
- (e) management of connections between trains and with other modes of transport.

2.1.1. *Providing passengers with information before and during the journey*

Annex II to Regulation (EC) No 1371/2007 on rail passengers' rights and obligations lists the minimum information to be provided to passengers by railway undertakings and/or by ticket vendors.

2.1.2. *Reservation and payment systems*

Information will be exchanged between the reservation and ticketing systems, and the payment systems of the different ticket vendors and railway undertakings in order to enable the passenger to pay for the above tickets, reservations and supplements for the journey and service chosen by the passenger.

2.1.3. *Luggage management*

Information will be provided to the passenger relating to the complaints procedures in the event of registered luggage being lost during the journey. Moreover, passengers will be provided with information about sending or picking up registered luggage.

- 2.1.4. *Issuing of tickets via ticket offices or ticket selling machines or telephone or Internet or any other widely available information technology*

Information will be provided between railway undertakings and ticket vendors in order to enable the latter to issue, where available, tickets, through tickets, and supplements, and to make reservations.

- 2.1.5. *Management of connections between trains and with other modes of transport*

A standard is proposed for the provision of information to and exchange of information with other modes of transport.

3. ESSENTIAL REQUIREMENTS

3.1. **Compliance with the essential requirements**

In accordance with Article 4(1) of Directive 2008/57/EC, the trans-European rail system, subsystems and interoperability constituents must meet the essential requirements set out in general terms in Annex III to the Directive.

Within the scope of the present TSI, fulfilment of relevant essential requirements quoted in Chapter 3 of this TSI will be ensured for the subsystem by compliance with the specifications described in Chapter 4: Characterisation of the subsystem.

3.2. **Aspects relating to general requirements**

The relevance of the general requirements to the telematics applications subsystem for passengers is determined as follows:

3.2.1. *Safety*

The safety-related essential requirements that apply to the telematics applications subsystem for passengers are the following: essential requirements 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 of Annex III to Directive 2008/57/EC. These essential requirements are not relevant to the telematics applications subsystem.

3.2.2. *Reliability and availability*

The essential requirement 1.2 of Annex III to Directive 2008/57/EC is met by the following sections:

— Section 4.2.19: Various reference files and databases,

— Section 4.2.21: Networking and communication.

3.2.3. *Health*

Essential requirements 1.3.1 and 1.3.2 of Annex III to Directive 2008/57/EC are not relevant to the telematics applications subsystem.

3.2.4. *Environmental protection*

Essential requirements 1.4.1, 1.4.2, 1.4.3, 1.4.4 and 1.4.5 of Annex III to Directive 2008/57/EC are not relevant to the telematics applications subsystem.

3.2.5. *Technical compatibility*

Essential requirement 1.5 of Annex III to Directive 2008/57/EC is not relevant to the telematics applications subsystem.

3.3. **Aspects relating specifically to the telematics applications for the passenger services subsystem**

The relevance of the general requirements to the telematics applications for the passenger services subsystem is determined as follows:

3.3.1. *Technical compatibility*

Essential requirement 2.7.1 of Annex III to Directive 2008/57/EC is met in particular by the following sections:

- Section 4.2.19: Various reference files and databases,
- Section 4.2.21: Networking and communication.

3.3.2. *Reliability and availability*

Essential requirement 2.7.2 of Annex III to Directive 2008/57/EC is met in particular by the following sections:

- Section 4.2.19: Various reference files and databases,
- Section 4.2.21: Networking and communication.

However, this essential requirement, especially the method of use to guarantee the efficiency of these telematics applications and the quality of the service, is the foundation for the complete TSI and is not restricted only to the sections mentioned above.

3.3.3. *Health*

Regarding essential requirement 2.7.3 of Annex III to Directive 2008/57/EC, this TSI does not specify any requirements in addition to existing national and European rules related to minimum rules on ergonomics and health protection of an interface between these telematics applications and users.

3.3.4. *Safety*

Essential requirement 2.7.4 of Annex III to Directive 2008/57/EC is met by the following sections:

- Section 4.2.19: Various reference files and databases,
- Section 4.2.21: Networking and communication.

4. CHARACTERISATION OF THE SUBSYSTEM

4.1. **Introduction**

Taking all the applicable essential requirements into account, the telematics application for passenger services subsystem is characterised by the following basic parameters which are described in the following sections.

4.2. **Functional and technical specifications of the subsystem**

4.2.1. *Exchange of timetable data*

This basic parameter lays down how the railway undertaking shall perform the exchange of timetable data.

This basic parameter shall ensure that timetables comprising the data elements defined below shall be made available to another railway undertaking, to third parties and to public bodies. This basic parameter shall further ensure that each railway undertaking shall provide accurate and up-to-date timetable data.

The provisions of this basic parameter shall apply to the passenger services of the railway undertaking.

This basic parameter shall have the following process:

4.2.1.1. *The railway undertaking makes available its own timetable data to other railway undertakings and to third parties*

The railway undertaking shall make available all of its timetable data for which the railway undertaking is responsible as sole or joint carrier and which are related to transport services which are available for purchase by the public by guaranteeing access to all railway undertakings, to third parties and to public bodies. The railway undertaking shall ensure that the timetable data are accurate and up-to-date. The timetable data shall be kept available at least for 12 months after such data have expired.

Where a railway undertaking operates a transport service for which it is one of the Joint carriers, the railway undertaking shall ensure, together with all the other Joint carriers, that its part of the timetable are accurate and up-to-date.

The main content of the timetable data shall be:

- Basic principles of train variants
- Representation of a train
- Different possible ways of representing days of operation
- Train category/service mode
- Transport service relationships
- Coach groups attached to trains
- Joining to, splitting from
- Through connections (connecting to)
- Through connections (change of service number)
- Details of transport services
- Stops with traffic restrictions
- Overnight trains
- Crossing of time zones
- Pricing regime and reservation details
- Information provider
- Reservation provider
- Service facilities
- Accessibility of the train (including scheduled existence of priority seats, wheelchair spaces, universal sleeping compartments — see PRM TSI 4.2.4) — see Section 4.2.6.1
- Service extras
- Connecting — Timing between transport services
- Station list.

For those transport services over which the railway undertaking has sole control, the annual timetable shall be made available at least 2 months before that timetable comes into force. For the remaining transport services, the railway undertaking shall make the timetable available as soon as possible.

The railway undertaking shall make available any changes to the annual timetable in a series of timetable updates at least 7 days before those changes take effect. This obligation shall apply only if the change is known to the railway undertaking seven or more days in advance of it taking effect.

The above process and the information used therefor shall comply with the technical document(s):

— B.4 (see Annex III).

4.2.2. *Exchange of tariff data*

This basic parameter lays down how the railway undertaking shall perform the exchange of tariff data.

This basic parameter shall ensure that tariff data in the format defined below shall be available for other railway undertakings or for third parties authorised to sell.

The provisions of this basic parameter shall apply in respect of all passenger tariffs of the railway undertaking for domestic, international and foreign sales.

This basic parameter shall have following process:

4.2.2.1. The railway undertaking makes available its own tariffs to other railway undertakings, authorised public bodies and third parties authorised to sell

The railway undertaking shall make available all its tariffs (including fare tables) by guaranteeing access to the railway undertakings and third parties to which it grants authorisation to sell according to distribution agreements and to authorised public bodies. The railway undertaking shall ensure that the tariff data are accurate and up-to-date.

Where a railway undertaking operates a transport service for which it is one of the joint carriers, the railway undertaking shall ensure, together with all the other joint carriers, that the tariff data are accurate and up-to-date.

The main content of tariff data intended for international or foreign sales shall be as defined in Annex IV.

Tariff data intended for international or foreign sales shall be made available to railway undertakings and third parties authorised to sell according to distribution agreements and to authorised public bodies, at least as far in advance as provided for in Annex IV.

The above process and the information used for it shall be compliant for tariff data intended for international or foreign sales with the technical document(s):

— B.1 (see Annex III),

— B.2 (see Annex III),

— B.3 (see Annex III).

Tariff data intended for domestic sales shall be made available to railway undertakings and to third parties which are authorised to sell, and also to authorised public bodies, at least as long in advance as it is the case for tariff data intended for international or foreign sales.

The above process and the information used for it in respect of tariff data intended for domestic sales shall comply with the technical document(s) to be developed by the Agency (see Annex II).

4.2.3. *Handling of information on contact details of the railway undertaking*

This basic parameter lays down how the railway undertaking shall provide information about its official website from which customers can obtain accurate information.

The provisions of this basic parameter shall apply to all railway undertakings.

This basic parameter shall have following process:

4.2.3.1. The railway undertaking makes available a dataset of its contact details

The railway undertaking shall make available to other railway undertakings, to the Agency, to third parties and to public bodies a dataset that includes its carrier name, carrier code and its official website. The official website referred to in this basic parameter shall be machine readable and compliant with web content accessibility guidelines. If a railway undertaking operates a joint business unit with (an)other railway undertaking(s), the name of the joint business unit, carrier codes and official website shall be made available to the other railway undertakings.

When a railway undertaking makes its timetable information available to other railway undertakings pursuant to Section 4.2.1.1, it shall ensure that the carrier name in the timetable delivery has a corresponding carrier name in this dataset. If changes have occurred, the railway undertaking shall update the content of the dataset as soon as possible.

4.2.4. *Handling of information concerning conditions of carriage*

This basic parameter lays down how the railway undertaking shall handle information concerning conditions of carriage.

This basic parameter shall ensure that conditions of carriage are available on the official website of the railway undertaking.

The provisions of this basic parameter shall apply to the passenger services of the railway undertaking.

This basic parameter shall entail the following process:

4.2.4.1. The railway undertaking publishes information relating to conditions of carriage

The railway undertaking shall publish information relating to:

- general conditions of carriage for rail passengers (GCC-CIV/PRR),
- its own conditions of carriage,
- a link to Regulation (EC) No 1371/2007 of 23 October 2007 on rail passengers' rights and obligations,
- the accepted means of payment,
- sales and after-sales conditions, especially for the exchange and reimbursement of tickets,
- procedures for the submission of complaints,

at least on its official website. This website shall comply with web content accessibility guidelines which take into account the needs of people with auditory and/or visual impairment.

This process shall be performed for the first publication not later than 6 months after this TSI comes into force. Changes to this information shall be published at least 6 days before they enter into force. The railway undertaking shall list the articles which have been changed compared to the previous version. On each such occasion the railway undertaking shall maintain the earlier version of this information on its official website.

4.2.5. *Handling of information concerning carriage of registered luggage*

This basic parameter lays down how the railway undertaking shall ensure the provision of information for the carriage of registered luggage if the service is offered by the railway undertaking. If the service is not offered, the railway undertaking shall provide the information that the service is not offered.

This basic parameter shall ensure that information on the handling of registered luggage shall be available to the passenger.

This basic parameter shall entail the following process:

4.2.5.1. The railway undertaking publishes conditions for the handling of registered luggage

The railway undertaking shall publish for the attention of passengers the conditions for the handling of registered luggage where the railway undertaking offers such handling. Where the service is not offered, the railway undertaking shall publish information to that effect. This information shall be published at least on the official website of the railway undertaking. This website shall comply with web content accessibility guidelines which take into account the needs of people with auditory and/or visual impairment.

This process shall be performed for the first publication not later than 6 months after this TSI comes into force. Changes to this information shall be published at least 6 days before the modification enters into force. The railway undertaking shall list the articles which have been modified compared to the previous version. The railway undertaking shall on each such occasion maintain the previous version of this information on its official website.

4.2.6. *Handling of information concerning carriage and assistance of persons with reduced mobility (PRM)*

This basic parameter lays down how the railway undertaking, ticket vendor, and/or station manager must ensure the provision of information on the carriage and assistance of PRMs.

This basic parameter shall ensure that information on the carriage and assistance of PRMs shall be available to the passenger. If the railway undertaking uses IT communication for the purposes of sending an availability/reservation request for PRM assistance, the system to which it is addressed shall at least be able to handle messages according to the protocol specified in the technical document B.10 (see Annex III). In addition, the system shall issue a confirmation number for the assistance reservation — this is essential in order to provide the customer/passenger with the guarantee and confidence that the assistance will be provided and to establish accountability and responsibility for the provision of assistance. Those messages contain all the information needed in order for the railway undertaking, ticket vendor and/or station manager to issue to the PRM a confirmation number (for each departure and arrival of each journey) to reserve assistance.

The provisions of this basic parameter shall apply as follows: the handling of information concerning the carriage of PRM shall be applied in respect of the passenger services of the railway undertaking. The provisions of this basic parameter regarding electronic request/confirmation shall be applied if there is an agreement between the requesting and the addressed parties.

This basic parameter shall entail the following processes:

4.2.6.1. The railway undertaking publishes information on the accessibility of rail services and on the conditions of access to rolling stock

The railway undertaking shall publish the following information:

- the train types/numbers and/or line number (if no train number is available for the public) where PRM facilities are available,
- the types and minimum quantities of PRM facilities in the above trains (such as wheelchair seat, PRM berth, PRM toilet, location of PRM seats) under normal operating conditions,
- the methods of requesting assistance for boarding and disembarking from trains (including PRM notice period, address, e-mail, operating hours and the telephone number of the office(s) for PRM-assistance) according to Article 24 of the Regulation on Passenger Rights,
- the maximum size and weight of wheelchair (including the weight of the PRM) permitted,
- the transport conditions for accompanying persons and/or animals,
- conditions of access to the station building and platforms, including whether the station is classified as accessible for PRMs and whether is staffed for PRM support,

at least on its official website. This website shall comply with web content accessibility guidelines which take into account the needs of people with auditory and/or visual impairment.

This process shall be performed for the first publication at the latest 6 months after this TSI comes into force. Any modifications to this information shall be published at least 6 days before the modification enters into force. The railway undertaking shall list the articles which have been modified compared to the previous version. On each occasion the railway undertaking shall maintain on its official website the previous version of this information.

4.2.6.2. The railway undertaking or ticket vendor sends an availability/reservation request for PRM assistance to the addressed system(s)

If the railway undertaking or ticket vendor uses IT communication for the purposes of sending an availability/reservation request for PRM assistance, such request must comply with the relevant provisions.

The possibility of making a reservation for PRM assistance shall be subject to the existence of a commercial agreement between the carrier(s) and distributor(s) involved. Such agreements can include charges, technical and safety standards, specific limitations in terms of trains, origins/destinations, tariffs, sales channels, etc.

Subject to an agreement between the parties involved, the requesting distribution system shall send to the system requests for the relevant train availability/reservation in respect of the specified type of assistance.

The main types of requests shall be:

- Availability request,
- Reservation request,
- Partial cancellation request,
- Full cancellation request.

This process shall be performed following a request from a customer transmitted to the system of the railway undertaking or ticket vendor.

The data elements and the information content of the message used to meet the obligations shall comply:

- either with elements defined in the technical document B.10 (see Annex III), in which case all addressed systems must be able to understand the request and to respond,
- or with otherwise defined standards, in which case the addressed system must be able to understand the request and to reply only if there is a specific agreement with the requesting system.

4.2.6.3. Addressed system sends an availability/reservation response for PRM assistance

If the railway undertaking uses IT communication for the purposes of sending of an availability/reservation response for PRM assistance, it shall abide by the terms and conditions of this process.

If a request for reservation of PRM assistance has been properly formulated according to the process described above, the addressed system shall send to the requesting system an availability/reservation response for the requested assistance type.

The main types of reservation responses shall be:

- Reply about availability,
- Confirmation of reservation request,

- Confirmation of partial cancellation request,
- Confirmation of complete cancellation request,
- Negative reply.

This process shall be performed in response to an incoming request received by the system to which it is sent according to the process described above.

The data elements and the message information contents used to meet the obligations shall comply:

- either with the elements defined in technical document B.10 (see Annex III),
- or with otherwise defined standards,

according to the protocol used by the requesting system.

4.2.7. *Handling of information concerning the carriage of bicycles*

This basic parameter lays down how the railway undertaking shall ensure the provision of information concerning the carriage of bicycles.

This basic parameter shall ensure that information for the carriage of bicycles shall be available to the passenger. The attributing system shall be able to handle at least messages according to the protocol specified in technical document B.5 (see Annex III).

The provisions of this basic parameter shall apply as follows: the handling of information concerning the carriage of bicycles shall be applied in respect of the passenger services of the railway undertaking where carriage of bicycles is offered. The provisions of this basic parameter regarding an electronic request/confirmation shall be applied if there is an agreement between the requesting and the attributing parties for the provision of services where such carriage may be reserved or is subject to compulsory reservation.

This basic parameter shall have the following processes:

4.2.7.1. *The railway undertaking publishes conditions for handling of bicycles*

The railway undertaking shall publish for the attention of passengers the conditions for carriage of bicycles where such carriage is offered by the railway undertaking. This information shall be published at least on the railway undertaking's official website. This website shall meet web content accessibility guidelines which take into account the needs of people with auditory and/or visual impairment. These conditions shall list at least:

- the train types/numbers or line number (if no train number is available for the public) where carriage of bicycles is available,
- particular times/periods where carriage of bicycles is permitted,
- the fares for the carriage of bicycles,
- whether a specific reservation for a bicycle storage place in the train is available or required (including bicycle notice period, operating hours, e-mail and/or telephone).

The first publication of these conditions shall take place not later than 6 months after this TSI comes into force. Changes to this information shall be published at least 6 days before the change comes into force. The railway undertaking shall list the articles which have been changed compared to the previous version. The railway undertaking shall in all cases maintain the previous version of this information on its official website.

4.2.7.2. A railway undertaking or ticket vendor sends an availability/reservation request for bicycles to the attributing reservation system

The possibility of making a reservation shall be subject to the existence of a commercial agreement between the carrier(s) and distributor(s) involved. Such agreements can include charges, technical and safety standards, specific limitations in terms of trains, origins/destinations, tariffs, sales channels, etc.

If the railway undertaking or ticket vendor uses IT communication for the purposes of sending a request for availability/reservation for the carriage of bicycles, such communication shall conform to the requirements of this process.

Subject to an agreement between the parties involved, the requesting distribution system shall send requests for the specified bicycle carriage to the attributing system concerning the availability/reservation of the train concerned.

The main types of reservation requests shall be:

- Enquiry about availability,
- Reservation request,
- Partial cancellation request,
- Complete cancellation request.

This process shall be performed following a request from a customer sent to the distribution system of the railway undertaking.

The data elements and the information content of the message used to meet the obligations shall be compliant:

- either with the definitions in technical document B.5 (see Annex III), in which case all attributing systems shall be able to understand the request and to answer,
- or with otherwise defined standards, in which case the attributing system shall be able to understand the request and to answer only if a specific agreement has been concluded with the requesting distribution system.

4.2.7.3. Attributing reservation system sends availability/reservation response for bicycles

If the railway undertaking uses IT communication for the purposes of sending of an availability/reservation answer for the carriage of bicycles, it shall follow the relevant instructions of this process.

If a request for reservation of bicycle spaces has been correctly formulated according to the process above described, the attributing system shall send to the requesting distribution system an availability/reservation response for the requested train.

The main types of reservation responses shall be:

- Reply about availability,
- Confirmation of reservation request,
- Confirmation of partial cancellation request,
- Confirmation of complete cancellation request,
- Negative reply.

This process shall be performed in response to an incoming request arriving at the attributing system according to the process described above.

The data elements and the information content of the message used to meet the obligations shall comply:

- either with information contained in technical document B.5 (see Annex III),
- or with otherwise defined standards,

according to the protocol used by the requesting attributing system.

4.2.8. *Handling of information concerning the carriage of cars*

This basic parameter lays down how the railway undertaking shall ensure the provision of information for the carriage of cars/motorcycles (in the following, the word 'cars' includes motorcycles) if it is offered by the railway undertaking.

This basic parameter shall ensure that information on the carriage of cars shall be available to the passenger. The attributing system shall be able to handle at least messages according to the protocol specified in technical document B.5 (see Annex III).

The provisions of this basic parameter shall apply as follows: the handling of information concerning the carriage of cars shall be applied in respect of the passenger services of the railway undertaking where carriage of cars is offered. The provisions of this basic parameter regarding electronic request/confirmation shall apply if there is an agreement between the requesting and the attributing parties for services where such carriage may be reserved or is subject to mandatory reservation.

This basic parameter shall apply as follows:

4.2.8.1. *The railway undertaking publishes conditions for the handling of cars*

The railway undertaking shall communicate to the passenger the conditions for carriage of cars where this is offered by the railway undertaking. This information shall be published at least at the railway undertaking's official website. This website shall comply with web content accessibility guidelines which take into account the needs of people with auditory and/or visual impairment.

These conditions shall list at least:

- the train types/numbers on which carrying of cars is available,
- particular times/periods where carrying of cars is available,
- the standard fares for carrying of cars (incl. fares for accommodation of passengers, where accommodation is offered by the railway undertaking),
- specific address and time for loading of cars on to the train,
- specific address and arrival time of the train at the station of destination,
- size, weight and other limitations for the transport of cars.

The first publication shall take place at the latest 6 months after this TSI comes into force. Changes to this information shall be published at least 6 days before they enter into force. The railway undertaking shall list the articles which have been amended. The railway undertaking shall on each occasion keep the previous version of this information on its official website.

4.2.8.2. The railway undertaking or ticket vendor sends an availability/reservation request for cars to the reservation system

The possibility of making a reservation shall be subject to the existence of a commercial agreement between the carrier(s) and distributor(s) involved. Such agreements may include charges, technical and security standards, specific limitations in terms of trains, Origins/Destinations, tariffs, sales channels, etc.

If the railway undertaking or ticket vendor uses IT communication for the purpose of sending availability/reservation requests for the carriage of cars, such communication shall comply with the provisions governing this process.

Subject to an agreement between the parties involved, the requesting distribution system shall send to the attributing system for the relevant train availability/reservation requests for the specified carriage of cars.

The main types of reservation requests shall be:

- Availability request,
- Reservation request,
- Partial cancellation request,
- Complete cancellation request.

This process shall be performed following a request transmitted by a customer to the distribution system of the railway undertaking.

The data elements and the information content of the message used to meet the obligations shall be compliant:

- either with elements defined in technical document B.5 (see Annex III), in which case all attributing systems shall be able to understand the request and to reply,
- or with otherwise defined standards, in which case the attributing system shall be able to understand the request and to answer only if there is a specific agreement with the requesting distribution system.

4.2.8.3. Attributing reservation system sends availability/reservation response for cars

If the railway undertaking uses IT communication for the purpose of sending availability/reservation responses for the carriage of cars, it shall adhere to the rules laid down in respect of this process.

If a request for reservation of cars has been properly formulated according to the process described above, the attributing system shall send an availability/reservation response for the requested train to the requesting distribution system.

The main types of reservation responses shall be:

- Reply about availability,
- Confirmation of reservation request,
- Confirmation of partial cancellation request,
- Confirmation of complete cancellation request,
- Negative reply.

This process shall be performed in response to an incoming request arriving at the attributing system according to the process described above.

The data elements and the information content of the message used to meet the obligations shall comply:

- either with elements defined in technical document B.5 (see Annex III),
- or with otherwise defined standards,

according to the protocol used by the requesting distribution system.

4.2.9. *Handling of availability/reservation*

This basic parameter lays down the manner in which the railway undertakings shall deal with reservations for the accommodation of passengers. All of the various types of accommodation (such as seats, couchettes, sleepers, priority seats, wheelchair spaces, universal sleeping compartments (see PRM TSI Section 4.2.4)) will be designated hereinafter as 'places', unless more specific information is needed. Reservations for the carriage of bicycles, cars and for assistance of PRM, are described in separate basic parameters in separate sections.

Reservation of places may simply concern the booking of accommodation, in addition to the transport contract, or may be part of a combined transaction which includes both accommodation and a transport contract.

This basic parameter shall ensure that the issuing and attributing railway undertakings shall exchange appropriate availability and reservation information. The attributing system shall be able to handle at least messages according to the protocol specified in the technical document B.5 (see Annex III).

The provisions of this basic parameter shall be applied if an agreement between the requesting and the attributing parties exists in respect of services which may be reserved or are subject to mandatory reservation.

This basic parameter shall involve the following processes:

4.2.9.1. *The railway undertaking or ticket vendor sends an availability/reservation request to the attributing reservation system*

The possibility of making a reservation shall be subject to the existence of a commercial agreement between the involved carrier(s) and distributor(s). Such agreements can include charges, technical and safety standards, specific limitations in terms of trains, origins/destinations, tariffs, sales channels, etc.

Subject to an agreement between the parties involved, the requesting distribution system shall send requests to the attributing system in respect of the relevant train availability/reservation for the specified accommodation type.

The main types of reservation requests are:

- Enquiry about availability,
- Reservation request,
- Request for partial cancellation,
- Request for complete cancellation.

This process shall be performed following a request from a customer transmitted to the distribution system of the railway undertaking.

The data elements and the information contained in the message used to meet the obligations shall comply:

- either with the elements set out in technical document B.5 (see Annex III), in which case all attributing systems shall be able to understand the request and to reply,
- or with otherwise defined standards, in which case the attributing system shall be able to understand the request and to answer only if there is a specific agreement with the requesting distribution system.

4.2.9.2. *Attributing reservation system sends availability/reservation response*

If a request for reservation of places has been validly formulated according to the process described above, the attributing system shall send an availability/reservation response for the requested train to the requesting distribution system.

The main types of reservation responses shall be:

- Reply about availability,
- Confirmation of reservation request,
- Confirmation of partial cancellation request,
- Confirmation of complete cancellation request,
- Replacement proposal,
- Negative reply.

This process shall be performed in response to an incoming request arriving at the attributing system according to the process described above.

The data elements and the message information contents used to meet the obligations shall be compliant:

- either with elements defined in technical document B.5 (see Annex III),
- or with otherwise defined standards,

according to the protocol used by the requesting distribution system.

4.2.10. *Handling of security elements for product distribution*

This basic parameter specifies the manner in which the attributing railway undertaking shall generate security elements for the distribution of its products.

This basic parameter must ensure that railway undertakings and passengers shall, at the appropriate time, obtain from the attributing railway undertaking the security information and references needed for the various ticket types.

This basic parameter shall entail the following processes:

4.2.10.1. *Attributing system creates security element for electronic delivery*

If a railway undertaking issues CIV compliant ticket/reservation, the staff of the rail ticket office/agency/retailer or the distribution system of the railway undertaking shall generate the security information to be inserted in the ticket/reservation.

This process shall be performed as soon as the booking status and sales transaction data have been successfully sent to the distribution system of the agreed railway undertakings.

The above process and the information used for it shall comply with:

- the standard for the handling of security elements for product distribution which is under development. It is therefore an open point and is listed in Annex II.

4.2.10.2. *Attributing system creates a dossier reference for the railway undertaking for electronic delivery*

If a railway undertaking issues CIV compliant ticket/reservation, the staff of rail ticket office/agency/retailer or the distribution system of the railway undertaking shall produce a dossier reference to retrieve the ticket/reservation and shall enter all information concerning the ticket into its own distribution system.

This process shall be performed as soon as the booking status and sales transaction data have been successfully sent to the distribution system of the agreed railway undertakings.

The above process and the information used for it shall be compliant with:

- the standard for the handling of security elements for product distribution which is under development. It is therefore an open point and is listed in Annex II.

4.2.10.3. *Attributing system creates a dossier reference for the passenger for electronic delivery*

If a railway undertaking issues a CIV compliant ticket/reservation, the staff of the rail ticket office/agency/retailer or the distribution system of the railway undertaking shall generate a dossier reference and shall enter it on the ticket/reservation.

This process shall be performed as soon as the booking status and sales transaction data have been successfully sent to the distribution system of the agreed railway undertakings.

The above process and the information used for it shall be compliant with:

- the standard for the handling of security elements for product distribution which is under development. It is therefore an open point and is listed in Annex II.

4.2.11. *Delivery of the product to the customer after its purchase (fulfilment)*

This basic parameter sets out all the possible direct and indirect fulfilment methods which are linked to the ticket and/or reservation and to the kind of media (e.g. paper).

This basic parameter shall ensure that the issuer or ticket vendor shall issue tickets according to standards that ensure interoperability between railway undertakings. For the purposes of issuing tickets for international and foreign sales, railway undertakings shall use at least one of the fulfilment types listed in Section 4.2.11.1 Fulfilment — direct — for international and foreign sales and in Section 4.2.11.2 Fulfilment — indirect — for international and foreign sales.

The provisions of this basic parameter shall be applied at least in respect of the tariffs for international and foreign sales.

4.2.11.1. *Fulfilment — direct — for international and foreign sales*

This process shall be an alternative to process 4.2.11.2 Fulfilment — indirect — for international and foreign sales.

The railway undertakings shall at least accept tickets according to the definition in technical document B.6 (see Annex III), except where the ticket is not appropriate for the journey being undertaken, where the railway undertaking has reasonable grounds to suspect fraud and where the ticket is not being used in accordance with the conditions of carriage according to Section 4.2.4.

The main types of issued tickets are specified in technical document B.6 of Annex III:

- Ticket and reservation,
- Ticket only,
- Reservation only,
- Supplements,
- Upgrade,
- Change of itinerary,
- Boarding pass,
- Special fares in conjunction with national railcards,
- Group ticket,
- International rail passes of various kinds,
- Accompanied vehicle coupon,
- Travel voucher for compensation.

The above process and the information used for it shall be compliant with the technical document(s):

- B.6 (see Annex III).

4.2.11.2. Fulfilment — indirect — for international and foreign sales

This process shall be an alternative to process 4.2.11.1 Fulfilment — direct — for international and foreign sales

If the railway undertaking makes sales using indirect fulfilment on one of the following methods, it must use the following standards:

- CIV compliant electronic delivery (Ticket On Departure),
- CIV compliant Manifest On List,
- CIV compliant A4 ticket via e-mail delivery.

The main types of above issued tickets shall be:

- Open ticket (travel only),
- Open ticket + reservation (travel and reservation),
- Open ticket + supplement (travel and supplement),
- Open ticket + reservation + supplement (travel, reservation and supplement),
- Global price ticket (travel and reservation).

The above process and the information used for it shall be compliant with the following technical document(s):

- B.6 (see Annex III),
- B.7 (see Annex III),
- Standard for European 'Ticket On Departure' and for European 'Manifest On List' is under development. It is therefore an open point and is listed in Annex II.

4.2.11.3. Fulfilment — direct — domestic sales

This is an open point (see Annex II).

4.2.11.4. Fulfilment — indirect — domestic sales

This is an open point (see Annex II).

4.2.12. *Handling of information provision in the station area*

This basic parameter lays down how the station manager shall provide the customer with train running information within the station area.

The provisions shall apply only if there has been a renewal, major upgrade or new installation of voice announcements and/or display systems.

The provisions of this basic parameter shall apply at least in respect of stations at which trains performing international service stop.

This basic parameter shall entail the following processes:

4.2.12.1. Station manager informs customers within the station

With regard to information on train departures, station managers shall provide the following departure information on trains to customers in stations:

- Train type and/or number,
- Station(s) of destination,
- And, where appropriate, intermediate station stop(s),
- Platform or track,
- Scheduled Departure time.

In the event of deviation from this information for departing trains, station managers shall provide, in stations, at least the following train information:

- Train type and/or number,
- Station(s) of destination,
- Scheduled Departure time,
- Deviation from plan.

As regards information on terminating trains, the station manager shall provide at least the following train information:

- Station(s) of origin,
- Arrival time at the terminating station,
- Train type and/or number,
- Arrival platform or track.

In the case of deviation for terminating trains, the station manager shall provide at least the following information for such trains:

- Train type and/or number,
- Station(s) of origin,
- Scheduled arrival time,
- Deviation from plan.

Deviations from plan comprise:

- Material delays,
- Change of track or platform,
- Full or partial cancellation of train,
- Train rerouting.

The station manager decides according to agreements with the railway undertakings and/or infrastructure managers on:

- The type of information system (Display and/or voice announcement),
- The point in time when the information is provided,
- The location within the station where the information system will be installed.

In accordance with a contractual agreement, information about deviations shall be delivered by railway undertakings and/or Infrastructure managers in due time to the station manager.

4.2.13. *Handling of information provision in the vehicle area*

This basic parameter lays down how the railway undertaking shall provide train running information within the vehicle area.

The provisions shall apply to new or renewed or upgraded rolling stock, if information systems (voice announcements and/or displays) are renewed or installed.

The provisions of this basic parameter shall apply to at least all those trains performing international service.

This basic parameter shall have the following processes:

4.2.13.1. The railway undertaking informs passengers in the train

The railway undertakings shall provide passengers in the train:

- At station of departure and major intermediate station stops:
- Train type and/or number,
- Final destination(s),
- Where practicable, intermediate station stops,
- Material delay,
- Reasons for delay, if known.

Before arrival at all intermediate station stops:

- Next station stop (station name).

Before arrival at major intermediate station and destination station:

- Next station stop (station name),
- Planned arrival time,
- Estimated arrival time and/or other Delay information,
- Next main connecting services (at the discretion of the railway undertaking).

The railway undertaking decides on:

- The type of information system (Display and/or voice announcements),
- The point in time when the information will be provided,
- The location within a train where the information devices will be installed.

4.2.14. *Train preparation*

This basic parameter lays down the manner in which the railway undertaking must inform the infrastructure manager that the train is ready to access the network when train departure tasks as defined in OPE TSI Section 4.2.3.3 have been carried out or when the train number has changed.

The provisions of this basic parameter shall apply to all trains of the railway undertaking.

This basic parameter shall entail the following processes:

4.2.14.1. 'Train ready' message for all trains

The railway undertaking shall send a 'train ready' message to the infrastructure manager every time a train is ready to access the network for the first time, unless under national rules the infrastructure manager accepts the timetable as a 'train ready' message. In the latter case, the railway undertaking shall inform the infrastructure manager and, if applicable, the station manager if the train is not ready as soon as possible.

Messages shall consist at least of:

- Train and/or path Number,
- Train ready indication, which indicates that the train has been prepared and is ready to run.

Other items, such as:

- Path departure Point with the time for which the path was requested,
- Path Destination Point with the time at which the proposed train is due to arrive at its destination,

may be transmitted in the same message.

The above process and the information used for it shall at least comply with the 'train ready' message of the technical document(s):

- B.30 (see Annex III).

In addition, other existing standards may be used for the same purpose if the parties involved have concluded a specific agreement allowing these standards to be used.

4.2.15. *Train running information and forecast*

This basic parameter lays down the train running information and train running forecast. It must prescribe how the dialogue between infrastructure manager and railway undertaking, as well as between railway undertaking and station manager, are to be maintained in order to exchange train running information and train running forecasts.

This basic parameter lays down how the infrastructure manager must, at the appropriate time, send train running information to the railway undertaking and the next neighbouring infrastructure manager involved in the operation of the train.

The train running information serves to provide details of the current status of the train at contractually agreed reporting points.

The train running forecast is used to provide information about the estimated time at contractually agreed forecast points. This message shall be sent from the infrastructure manager to the railway undertaking and the neighbouring infrastructure manager involved in the run. The information about the train running forecast shall be delivered to the station manager in due time by the railway undertakings and/or infrastructure managers according to a contractual agreement.

The path contract specifies Reporting Points for the train's movement.

This basic parameter describes the content of the message and does not prescribe the process for generating the train running forecast.

The provisions of this basic parameter shall apply to all trains of the railway undertaking.

This basic parameter shall entail the following processes:

4.2.15.1. Train running information for all trains

The infrastructure manager shall send a 'train running information' message to the railway undertaking. This process shall be performed as soon as the train reaches contractually agreed reporting points at which to deliver train running information. An agreed Reporting Point can be, among others, a handover point, a Station or the final destination of the train.

The message shall consist at least of the following:

- Train and/or path Number (train ID),
- Scheduled time and actual time at agreed Reporting Point,
- Identification of the Reporting Point,
- Status of train at the Reporting Point (arrival, departure, passage, departure from originating station, arrival at final destination).

Other items, such as:

- delta deviation from booked scheduled time (in minutes),
- where available, the reason for the delay,

may be transmitted in the same message.

The above process and the information used for it shall comply at least with the 'TrainRunningInformation-Message' of the technical document(s):

- B.30 (see Annex III).

In addition, other existing standards may be used for the same purpose if there is a specific agreement between the parties involved to allow the use of these standards.

4.2.15.2. Train running forecast for all trains

The infrastructure manager shall send a 'train running forecast' message to the railway undertaking.

This process shall be performed as soon as the train reaches contractually agreed Reporting Points to deliver a forecast. An agreed forecast point can be, among others, a handover point or a Station. A train running forecast can also be sent before the train starts running. For additional delays occurring between two Reporting Points, a threshold has to be contractually defined between the railway undertaking and the infrastructure manager to which an initial or a new forecast has to be sent. If the delay is not known, the infrastructure manager has to send a 'service disruption message' (see Section 4.2.16 Service disruption information).

The train running forecast message must give the forecast time for agreed forecast points.

Information on the train running forecast shall be delivered by the railway undertakings and/or infrastructure managers in due time to the station manager under a contractual agreement.

The infrastructure manager shall send this message to the next neighbouring infrastructure manager involved in the train run.

The message must consist at least of:

- train and/or path number (train ID),
- for each agreed forecast point:
 - scheduled time and forecast time,
 - identification of the agreed forecast point,
 - status of train at agreed forecast point (arrival, departure, passage, arrival at final destination).

Other items, such as:

- estimated delta deviation from booked scheduled time (in minutes),
- transmission of the reason for delay, where available,

may be sent in the same message.

The above process and the information used for it shall at least be compliant with the 'Train RunningForecastMessage' of the technical document(s):

- B.30 (see Annex III).

In addition, other existing standards may be used for the same purpose if a specific agreement to that effect has been signed between the parties involved that allows the use of these standards.

4.2.16. *Service disruption information*

This basic parameter lays down how service disruption information is handled between the railway undertaking and the infrastructure manager.

The provisions of this basic parameter shall apply to all trains of the railway undertaking.

For the purpose of dealing with passengers' complaints, service disruption data shall be kept available for railway undertakings, ticket vendors and/or authorised public bodies for at least 12 months after such data has expired.

This basic parameter shall entail the following processes:

4.2.16.1. *General remarks*

The railway undertaking shall inform the infrastructure manager of the operational status of the trains, as defined in OPE TSI Section 4.2.3.3.2.

If train running is interrupted, the infrastructure manager shall send a 'train running interrupted' message as specified below.

4.2.16.2. *Train Running Interrupted message for all trains*

If train running is interrupted, the infrastructure manager issues this message to the neighbouring infrastructure manager and to the railway undertaking(s).

If the length of the delay is known, the infrastructure manager must send a train running forecast message (see Section 4.2.15.2 Train running forecast).

The main data elements in this message are:

- path and/or train number (train ID),
- identification of location based on the next location from the location reference file,
- start time of interruption,
- scheduled departure date and time at this location,
- code denoting the reason for and/or description of interruption.

The above process and the information used for it shall at least comply with the 'TrainRunningInterruptionMessage' of the technical document(s):

- B.30 (see Annex III).

In addition, other existing standards may be used for the same purpose if a specific agreement has been concluded between the parties involved which allows the use of these standards.

4.2.17. *Handling of short term timetable data for trains*

This basic parameter lays down how Short notice Path Requests should be handled between the 'Access Party' (AP) and the infrastructure manager. These requirements are valid for all Short Notice Path Requests.

This BP does not include Traffic Management issues. The time limit between Short Term paths and Traffic Management path changes is subject to Local Agreements. It has to be possible, where short-notice transport needs are concerned (e.g. special train, additional train), to request a Short Term path. To this end, the AP requesting a Short Term path must provide the infrastructure manager with all necessary information indicating when and where a train is required to run and the data relating thereto.

No minimum time frame is specified at European level. The network statement may specify minimum time frames.

Each infrastructure manager is responsible for the suitability of a path on their infrastructure, and the railway undertaking is obliged to check the train characteristics against the values given in the details of its contracted path.

The various possible scenarios are set out below:

- Scenario A: The AP contacts all infrastructure managers involved directly (case A) or via the One Stop Shop (case B) to organise the paths for the complete journey. In this case the AP has also to operate the train on the complete journey.
- Scenario B: Each AP involved in the transport journey contacts the local infrastructure managers directly or via OSS to request a path for the journey section on which it is operating the train.

In both scenarios the allocation procedure for a Short Notice Path Request takes the form of a dialogue between AP and infrastructure manager, which contains the following messages:

- Path request message,
- Path details message,
- Path not available message,
- Path confirmed message,
- Path details refused message,
- Path cancelled message,
- Booked path no longer available message,
- Receipt confirmation message.

In the case of train movements for which a path has already been requested and issued, it is not necessary to repeat the request for a path unless delays exceeds a value that is contractually agreed between the railway undertaking and the infrastructure manager or if the train composition is changed in such a way that it renders the existing path request invalid.

The provisions of this basic parameter shall apply to path handling for all trains of the railway undertaking, but only if the parties involved use telematics applications within the meaning of Annex II to Directive 2001/14/EC of the European Parliament and of the Council ⁽¹⁾ for Short Notice Path Requests.

⁽¹⁾ OJ L 75, 15.3.2001, p. 29.

In such a case, this basic parameter shall involve the following processes:

4.2.17.1. Path Request message

This message is sent to the infrastructure manager by the AP with the following main content:

- AP making the path request,
- Path departure point: start point of path,
- Time of departure from start point of path: time for which the path is requested,
- end point of path: train's destination on path requested,
- Time of arrival at end point of path: time proposed train is to arrive at its destination,
- section of the journey requested,
- intermediate stops or any other designated points along the proposed path, indicating the Time of arrival plus the time of departure from an Intermediate Point. If this field is not completed, it means that the train does not stop at this point,
- agreed and necessary train equipment/data for section of the journey,
- maximum permissible train speed,
- maximum speed under specified train control system(s) (national and international, e.g. LZB, ETCS),
- for each traction unit: class of traction, technical variant,
- banking traction unit (class of traction, technical variant),
- driving vehicle trailer (DVT) leading,
- total length,
- total weight,
- maximum axle load,
- gross weight per meter,
- brake performance (representing brake level effective braking power),
- brake type (for the indication of usage of electromagnetic brake),
- specified train control system(s) (national and international),
- emergency brake override,
- radio system (e.g. GSM-R),
- SCs (special consignments),
- loading gauge,
- any other technical prerequisites that differ from the standard dimensions (e.g. exceptional loading gauge),
- train category,
- any other specific data required locally or nationally to process the path request,
- definitions of activities that are to be performed at a given Intermediate Point along the route,

- railway undertaking code responsible for the train movement on the current section of the journey,
- infrastructure manager code responsible for the train over the respective section of the journey,
- railway undertaking and infrastructure manager code for the next section of the train, where appropriate.

The above process and the information used for it shall at least comply with the 'PathRequestMessage' of the technical document(s):

- B.30 (see Annex III).

In addition, other existing standards may be used for the same purpose if there is a specific agreement between the parties involved that allows the use of these standards.

4.2.17.2. Path Details message

The infrastructure manager sends this message with the following main content to the requesting AP in reply to that AP's path request:

- AP making the path request,
- path departure point: start point of path,
- Time of departure from start point of path: time for which the path is requested,
- end point of path: train's destination on path requested,
- Time of arrival at end point of path: time proposed train is to arrive at its destination,
- section of the journey requested,
- intermediate stops or any other designated points along the proposed path, indicating the time of arrival plus the time of departure from an intermediate point. If this field is not completed, it means that the train does not stop at this point,
- agreed and necessary train equipment/data for section of the journey,
- maximum permissible train speed,
- maximum speed under specified train control system(s) (national and international, e.g. LZB, ETCS),
- for each traction unit: class of traction, technical variant,
- banking traction unit (class of traction, technical variant),
- driving vehicle trailer (DVT) leading,
- total length,
- total weight,
- maximum axle load,
- gross weight per metre,
- brake performance (representing brake level effective braking power),

- brake type (for the indication of usage of electromagnetic brake),
- specified train control system(s) (national and international),
- emergency brake override,
- radio system (e.g. GSM-R),
- SCs (special consignments),
- loading gauge,
- any other technical prerequisites that differ from the usual dimensions (e.g. exceptional loading gauge),
- train category,
- any other specific data required locally or nationally to process the path request,
- definitions of activities that are to be performed at a given Intermediate Point along the route,
- code of railway undertaking responsible for the train movement on the current section of the journey,
- code of infrastructure manager responsible for the train over the respective section of the journey,
- code of railway undertaking and infrastructure manager for the next section of the journey, if appropriate.

The above process and the information used for it shall at least comply with the 'PathDetailsMessage' of the technical document(s):

- B.30 (see Annex III).

In addition, other existing standards may be used for the same purpose if a specific agreement is concluded between the parties involved to allow the use of these standards.

4.2.17.3. 'Path Not Available' message

The infrastructure manager sends this message to the requesting AP in reply to the AP's path request in the event of no path being available:

- Path departure point: train's point of departure on the path,
- Path destination point,
- Time of departure from start point of path: time for which the path is requested,
- indication that the path is not available,
- reason for path not being available.

At the same time as this message, or as soon as possible, the infrastructure manager must send an alternative proposal without requiring any further request from the railway undertaking (Path Details message).

The above process and the information used for it shall at least comply with the 'PathNotAvailableMessage' of the technical document(s):

- B.30 (see Annex III).

In addition, other existing standards may be used for the same purpose if there is a specific agreement between the parties involved that allows the use of these standards.

4.2.17.4. Path Confirmed message

The requesting AP uses this message to book/confirm the path proposed by the infrastructure manager:

- Path Number for the purpose of identifying the path,
- Path departure point: train's point of departure on the path,
- Path destination point,
- Time of departure from start point of path: time for which the path is requested,
- End point of path: train's destination on path requested,
- Time of arrival at end point of path: time at which the proposed train is due to arrive at its destination,
- indication that the AP accepts the path proposed.

The above process and the information used for it shall be compliant at least with the 'PathConfirmedMessage' of the technical document(s):

- B.30 (see Annex III).

In addition, other existing standards may be used for the same purpose if there is a specific agreement between the parties involved allowing the use of these standards.

4.2.17.5. Path Details Refused message

The requesting AP uses this message to reject the path details proposed by the relevant infrastructure manager:

- Path Number for the purpose of identifying the path,
- Indication that the path details are being rejected,
- Reason for refusing the path or for the alteration requested by the AP,
- Path departure point: train's point of departure on the path,
- Path destination point,
- Time of departure from start point of path: time for which the path is requested,
- end point of path: train's destination on path requested,
- Time of arrival at end point of path: time at which the proposed train is due to arrive at its destination.

The above process and the information used for it shall be compliant at least with the 'PathDetailsRefused-Message' of the technical document(s):

- B.30 (see Annex III).

Other existing standards may also be used for the same purpose if there is a specific agreement between the parties involved that allows the use of these standards.

4.2.17.6. Path Cancelled message

This message is used by an AP to cancel a path it has booked:

- Path Number for the purpose of identifying the path,
- section of the journey to be cancelled,
- indication that the path is being cancelled,
- original path departure point: train's point of departure on the path,
- Path destination point,
- Time of departure from original start point of path: time for which the path was requested,
- original end point of path: train's destination on the requested path,
- Time of arrival at original end point of path: time at which the proposed train was due to arrive at its destination.

The above process and the information used for it shall be compliant at least with the 'PathCancelledMessage' of the technical document(s):

- B.30 (see Annex III).

In addition, other existing standards may be used for the same purpose if there is a specific agreement between the parties involved allowing the use of these standards.

4.2.17.7. 'Receipt Confirmation' message

This message is exchanged between infrastructure managers and APs when the required response to any of the above messages cannot be made available within 5 minutes:

- Receipt Confirmation message: indicates that its sender has received the message and will act upon it as necessary.

The above process and the information used for it shall be compliant at least with the 'ReceiptConfirmation-Message' of the technical document(s):

- B.30 (see Annex III).

In addition, other existing standards may be used for the same purpose if there is a specific agreement between the parties involved that allows the use of these standards.

4.2.17.8. 'Booked Path No Longer Available' message

The infrastructure manager uses this message to let the AP know that a path which has been booked is no longer available. The path has ceased to be available for an important reason, e.g. a major disruption. Content of message:

- Path Number,
- Train number of the scheduled train for which the path is no longer available (if already known to the infrastructure manager),
- Original path departure point: train's point of departure on the path,
- Path destination point,
- Time of departure from original start point of path: time for which the path was requested,

- Original end point of path: train's destination on path requested,
- Time of arrival at original end point of path: time when the proposed train was due to arrive at its destination,
- Indication of the cause.

The above process and the information used for it shall be compliant at least with the 'PathNotAvailable-Message' of the technical document(s):

- B.30 (see Annex III).

In addition, other existing standards may be used for the same purpose if there is a specific agreement between the parties involved that allows the use of these standards.

4.2.18. *The quality of the data and information related to this TSI*

4.2.18.1. The requirements

In order to meet the requirements of this TSI, the following shall be applied as regards data and information quality throughout the whole TSI.

All those to whom this TSI is addressed shall be responsible for making available up-to-date, coherent, accurate and complete data at the appropriate time and in the appropriate format to other railway undertakings, or to infrastructure managers, or to a third party. Each actor addressed by this TSI shall be responsible for publishing up-to-date, coherent, accurate and complete information at the appropriate time and in the appropriate content to the customers (passengers), or to other railway undertakings, or to infrastructure managers, or to a third party.

Where data or information are used in order to meet the requirements of several basic parameters of this TSI at the same time, the actors to whom this TSI is addressed shall ensure that the data or information shared between those basic parameters is used in a coherent manner (e.g. coherence i) between timetable and tariff information or ii) between tariff and reservation information shall be ensured).

Where information or data are provided by several actors addressed by this TSI, the actors shall together ensure that the parts of the common data or information provided are up-to-date, coherent, accurate, complete and compatible (example: deliveries of timetable information for railway undertaking A and railway undertaking B must be coherent in order to ensure that they match at the border, etc.).

Where reference data or reference information is used in order to meet the requirements of this TSI, the actors addressed by this TSI shall guarantee the coherence between the reference data or reference information and the data or information used in the basic parameters of this TSI (examples: coherence (i) between location reference codes and train running information or (ii) between railway undertaking reference codes and fulfilment shall be ensured, etc.).

The quality of data or information provided by the actors for the purposes of this TSI shall be such that it enables the actors to whom this TSI is addressed to issue tickets as set out in Article 10 of the Regulation on Rail Passengers' Rights and Obligations.

The quality of data or information provided by the actors for the purposes of this TSI shall achieve a level which makes it possible for the actors addressed by this TSI to provide the information as set out in Article 10 and in Annex II to the Regulation on Rail Passengers' Rights and Obligations.

4.2.19. *Various reference files and databases*

4.2.19.1. Reference files

For the operation of passenger trains on the European network, the following reference files must be available and accessible to all service providers (infrastructure managers, railway undertakings, authorised third parties and station managers). The data must represent the actual status at all times.

The European Railway Agency will centrally store and maintain unique codes for the following reference data:

- reference file of the coding for all infrastructure managers, railway undertakings, station managers, service provider companies,
- reference file of the coding of locations,
- reference file of all existing train control systems,
- reference file of all different locomotive types,
- reference file of all European maintenance workshops,
- reference file for European reservation systems,
- reference file of codes for timetable exchange purposes,
- reference file of codes for tariff exchange purposes,
- message-dataset catalogue,
- directory of code list,
- any other files and code lists that are needed for the use of the technical document(s) in the annexes (these will be defined during phase one).

Where a reference file is in common use with the TAF TSI, its development and use shall be as close as possible to the implemented TAF TSI in order to achieve optimum synergies.

4.2.19.2. Additional requirements concerning databases

The additional requirements which must be supported by the various databases are listed below. They are:

1. Authentication

A database must support the authentication of users of the systems before they can gain access to the database.

2. Security

A database must support security aspects in terms of controlling access to the database. The possible encryption of the database contents itself is not required.

3. ACID

A database selected shall support the ACID principle (Atomicity, Consistency, Isolation, Durability).

4. Access control

A database must allow access to the data by users or systems that have been granted permission. The access control shall be supported down to a single attribute of a data record. The database shall support configurable, role based access control for the insertion, update or deletion of data records.

5. Tracing

A database must support the logging of all actions applied to the database to allow the detail of the data entry to be traced (Who, What, When did the contents change?).

6. Locking strategy

A database must implement a locking strategy which allows access to the data even when other users are engaged in editing records.

7. Multiple access

A database must ensure that data can be accessed simultaneously by several users and systems.

8. Reliability

The reliability of a database must support the required availability.

9. Availability

A database must have the necessary availability level for the nature of the data and the business cases based on it.

10. Maintainability

The maintainability of the database must support the required availability.

11. Safety

Databases themselves are not safety related. Hence, safety aspects are not relevant. This is not to be confused with the fact that the data — e.g. incorrect or not up-to-date data — may have an impact on the safe operation of a train.

12. Compatibility

A database must support a data manipulation language that is widely accepted, such as SQL or XQL.

13. Import facility

A database shall provide a facility that allows the import of formatted data that can be used to fill the database instead of manual input.

14. Export facility

A database shall provide a facility that allows the contents of the complete database or part thereof to be exported as formatted data.

15. Mandatory fields

A database must support mandatory fields that are required to be completed before the relevant record is accepted as input to the database.

16. Plausibility checks

A database must support configurable plausibility checks before accepting the insertion, update or deletion of data records.

17. Response times

A database must have response times that allow users to insert, update or delete data records in a timely manner.

18. Performance aspects

The reference files and databases shall support in a cost effective manner the queries necessary to allow the effective operation of all relevant train runs that are covered by the provisions of this TSI.

19. Capacity aspects

A database shall support the storage of the relevant data for all passenger wagons and/or the network. It shall be possible to extend the capacity by simple means (i.e. by adding more storage capacity and computers). The extension of the capacity shall not require replacement of the subsystem.

20. Historical data

A database shall support the management of historical data by making data available that have been already transferred into an archive.

21. Back-up strategy

A back-up strategy shall be in place to ensure that the complete database contents for a period of up to 24 hours can be recovered.

22. Commercial aspects

The database system used shall be available commercially off-the-shelf (COTS-product) or be available in the public domain (Open Source).

23. Privacy aspects

A database has to fulfil the privacy policy requirements of the Member State in which the company performing the service is domiciled.

4.2.20. *Electronic transmission of documents*

The description in Section 4.2.21 — Networking and communication — presents the communication network to be used for data exchange. This network and the described security handling allow any type of network transmission, such as e-mail, file transfer (Ftp, Http), etc. The parties involved in the information exchange can then decide on the type to choose, thereby ensuring the electronic transmission of documents, for example, via FTP.

4.2.21. *Networking and communication*

4.2.21.1. General architecture

Over time this subsystem will see the growth and interaction of a large and complex telematics rail interoperability community with thousands of participating actors (railway undertakings, infrastructure managers, third parties such as retailers and public authorities, etc.), which will compete and/or cooperate in serving the market's needs.

The network and communication infrastructure supporting such a rail interoperability community will be based on a common 'Information Exchange Architecture', known and adopted by all those participating in it.

The proposed 'Information Exchange Architecture':

- is designed to reconcile heterogeneous information models by semantically transforming the data that are exchanged between the systems and by reconciling the differences in business processes and application-level protocols,
- has a minimal impact on the existing IT architectures implemented by each actor,
- safeguards IT investments already made.

The Information Exchange Architecture favours a mostly Peer-to-Peer type of interaction between all actors, while guaranteeing the overall integrity and consistency of the rail interoperability community by providing a set of centralised services.

A Peer-to-Peer interaction model allows the best distribution of costs between the different actors, based on actual usage and, in general, will pose fewer scalability problems.

4.2.21.2. Network

The network shall ensure the necessary level for security, redundancy, traffic control, statistics tools, bandwidth growth, user accessibility and efficient management.

'Network' in this context means the method and philosophy of communication and does not refer to the physical network.

Rail interoperability is based on a common 'Information Exchange Architecture', known and adopted by all participants, thus encouraging and lowering barriers for new entrants, especially customers.

First, the central Repository is approached to obtain meta-information, such as the identity of the peer (actor) on which information is stored, or to verify security credentials. Afterwards, Peer-to-Peer communication takes place between the actors involved.

4.2.21.3. Protocols

Only protocols belonging to the Internet Protocol Suite (commonly known as TCP/IP, UDP/IP, etc.) may be used for developments.

4.2.21.4. Security

On top of the security level guaranteed at the level of the network (see Section 4.2.21.2 Network), an additional level of security can be achieved for sensitive data by using a combination of encryption, certification scheme and VPN technologies.

4.2.21.5. Encryption

Either asymmetric or symmetric encryption can be used for data transmission and storage, depending on the business requirements. For this purpose a public key infrastructure (PKI) is to be implemented.

4.2.21.6. Central repository

The central repository must be able to handle:

- metadata — structured data describing the content of messages,
- list of electronic addresses where the actors addressed by this TSI allow other actors to obtain information or data according to the provisions of this TSI,
- encryption,
- authentication,
- directory (phonebook) — it contains all necessary information on those participating in exchanging messages and data.

Where the Central Repository is in use in conjunction with the TAF TSI, development and changes shall be performed as closely as possible to the implemented TAF TSI in order to achieve optimum synergies.

4.2.21.7. Common interface for RU/IM communication

The common interface is mandatory for each actor in order to join the rail interoperability community.

The common interface has to be able to handle:

- message formatting of outgoing messages according to the metadata,
- signing and encryption of outgoing messages,
- addressing of outgoing messages,
- authenticity verification of incoming messages,
- decryption of incoming messages,
- conformity checks of incoming messages according to the metadata,
- handling the single common access to the various databases.

Each instance of the common interface will have access to all the data required according to the TSI within each railway undertaking, infrastructure manager, etc., whether the relevant databases are central or individual. Based on the results of verification of the authenticity of incoming messages, a minimum level of message acknowledgement can be implemented:

(i) positive: send ACK;

(ii) negative: send NACK.

The common interface uses the information in the Central Repository in order to manage the above tasks.

If an actor implements a local 'mirror' of the Central Repository, that actor must then — by its own means — ensure that the local 'mirror' is an accurate and up to date copy of the Central Repository.

Where the Common Interface is in common use with the TAF TSI, the development and changes shall take place as closely as possible to the implemented TAF TSI, in order to achieve optimum synergies.

4.2.22. Management of connection with other modes of transport

In order to manage the connection with other modes of transport, the following standard should be applied for the provision of information to and exchange of information with other modes of transport:

— For the exchange of timetable information between railway undertakings and other modes of transport: norms EN 12896 ('Transmodel') and EN TC 278 WI 00278207 ('IFOPT — Identification of Fixed Objects in Public transport'),

— For the exchange of specific timetable data, the XML technical standards and protocols based on Transmodel, in particular norm EN 15531 ('SIRI') for the exchange of real-time timetables and norm EN TC 278 WI 00278207 ('IFOPT') for the exchange of 'stop/station' data.

— For the exchange of tariff data: this standard is still an open point (see Annex II — List of open points).

4.3. Functional and technical specifications of the interfaces

From the standpoint of technical compatibility, the interfaces of the subsystem 'telematics applications for passenger services' with the other subsystems are as described in the following paragraphs.

4.3.1. Interfaces with the Rolling Stock Subsystem

Table 1

Interfaces with the Rolling Stock subsystem

Interface	Reference Telematics Applications for passengers TSI	Reference Conventional Rail Rolling Stock TSI's
Board device display	4.2.13 Handling of information provision in vehicle area	4.2.5 Customer information (PRM)
Automatic voice and announcement	4.2.13 Handling of information provision in vehicle area	4.2.5 Customer information (PRM) 4.2.5.2 Public address system

4.3.2. *Interfaces with the Telematics Applications for Freight Subsystem*

Table 2

Interfaces with the Telematics Applications for Freight subsystem

Interface	Reference Telematics Applications for passengers TSI	Reference Conventional Rail Telematics Applications for Freight TSI
Train ready	4.2.14.1 Train ready message for all trains	4.2.3.5 Train ready message
Train running forecast	4.2.15.2 'Train running forecast' message for all trains	4.2.4.2 Train running forecast message
Train running information	4.2.15.1 'Train running information' message for all trains	4.2.4.3 Train running information
Train running interrupted to RU	4.2.16.2 'Train running interrupted' message for all trains	4.2.5.2 Train running interrupted
Handling of short term timetable data	4.2.17 Handling of short term timetable data for trains	4.2.2 Path Request
Common Interface	4.2.21.7 Common interface for RU/IM communication	4.2.14.7 Common interface for RU/IM communication
Central Repository	4.2.21.6 Central repository	4.2.14.6 Central repository
Reference Files	4.2.19.1 Reference files	4.2.12.1 Reference files

4.4. **Operating rules**

In the light of the Essential Requirements in Chapter 3, the operating rules specific to the subsystem concerned by this TSI are as follows:

4.4.1. *Data quality*

For the purposes of data quality assurance, the originator of any TSI message will be responsible for the correctness of the data content of the message at the time when the message is sent. Where the source data for data quality assurance purposes are available from the databases provided as part of the TSI, the data contained within those databases must be used for data quality assurance.

Where the source data for data quality assurance purposes is not supplied by the databases provided as part of this TSI, the originator of the message must carry out the data quality assurance check from their own resources.

Data quality assurance will include comparison with data from databases provided as part of this TSI as described above, plus — where applicable — logic checks to assure the timeliness and continuity of data and messages.

Data are of high quality if they are fit for their intended uses, which means that they:

- are error-free: accessible, accurate, timely, complete, consistent with other sources, etc.,
- possess the desired features: relevant, comprehensive, proper level of detail, easy-to-read, easy-to-interpret, etc.

The main characteristics of data quality are:

- accuracy,
- completeness,
- consistency,
- timeliness.

Accuracy

The information (data) required needs to be captured as economically as possible. This is only feasible if the Primary Data only are recorded, if possible, on one single occasion. Therefore, the Primary Data should be introduced into the system as close as possible to its source, so that they can be fully integrated into any subsequent processing operation.

Completeness

Before sending out messages, the completeness and syntax must be checked using the Metadata. This also avoids unnecessary information traffic on the network.

All incoming messages must also be checked for completeness using the Metadata.

Consistency

Business rules must be implemented in order to guarantee consistency. Double entry should be avoided and the owner of the data should be clearly identified.

The type of implementation of these business rules depends on their complexity. For simple rules, database constraints and triggers are sufficient. In the case of more complex rules, which require data from various tables, validation procedures must be implemented which check the consistency of the data version before interface data are generated and the new data version becomes operational. It must be ensured that transferred data are validated against the defined business rules.

Timeliness

Providing information right on time is important. Insofar as the trigger for data storage or for message sending is event driven directly from the IT system, timeliness is not a problem if the system is designed properly and according the needs of the business processes. However, in most cases, the sending of a message is initiated by an operator or is at least based on additional input from an operator. To fulfil the timeliness requirements, the data must be updated as soon as possible, also in order to guarantee that the actual data content of the messages is current when these messages are sent out automatically by the system.

The response time for enquiries must be addressed for the various applications and user types within the detailed IT specifications. All data updates and exchanges shall be carried out as soon as possible.

Data quality metrics

The detailed IT specifications shall define appropriate percentages for:

- the completeness of data (percent of data fields having values entered into them) and the consistency of data (percent of matching values across tables/files/records),
- the timeliness of data (percent of data available within a specified threshold time frame),
- the required accuracy (percent of stored values that are correct when compared to the actual value).

4.4.2. *Operating the central repository*

The functions of the Central Repository are defined in Section 4.2.21.6 Central repository. For the purpose of data quality assurance, the entity operating the Central Repository shall be responsible for the updating and quality of the Metadata and the directory, and also for the administration of the access control. The quality of the Metadata in terms of completeness, consistency, timeliness and accuracy shall enable appropriate functioning for the purposes of this TSI.

4.5. **Maintenance rules**

In the light of the Essential Requirements in Chapter 3, the maintenance rules specific to the subsystem concerned by this TSI are as follows:

The quality of the transport service must be guaranteed, even if the data were corrupted or if the data processing equipment were to suffer a complete or partial breakdown. It is therefore advisable to install duplex systems or computers with a particularly high degree of reliability, and for which uninterrupted operation during maintenance is ensured.

The maintenance aspects of the various databases are mentioned in Section 4.2.19.2 — Additional requirements on the databases, points 10 and 21.

4.6. **Professional qualifications**

The professional qualifications of the staff required to operate and maintain the subsystem and for implementing the TSI are as follows:

The implementation of this TSI does not require a complete new system in terms of hardware and software with new staff. Achieving the requirements of the TSI results only in those changes, upgrades or functional enlargements of the operation which are already being made by the existing staff. Therefore, there are no requirements in addition to the existing national and European rules on professional qualifications.

If necessary, add-on training of staff should not consist solely of showing them how to operate equipment. Staff members must know and understand the specific role they have to play in the overall transportation process. Staff must, in particular, be aware of the requirement to maintain a high level of working performance, since this is decisive for the reliability of the information which is to be processed at a later stage.

The professional qualifications needed for the composition and operation of trains are defined in the TSI for Operation and Traffic Management.

4.7. **Health and safety conditions**

The health and safety conditions of staff required for the operation and maintenance of the subsystem concerned and for the implementation of the TSI are as follows:

There are no requirements in addition to existing national and Union health and safety rules.

4.8. **Registers of authorised types of vehicles and of infrastructure**

Pursuant to Article 34(1) of Directive 2008/57/EC, 'The Agency shall set up and keep a register of types of vehicles authorised by the Member States for placing in service on the Community rail network'. Pursuant to Article 35(1) of Directive 2008/57/EC, 'Each Member State shall ensure that a register of infrastructure is published and updated'.

Due to the annual updating and publication of these registers they cannot be used for the Telematics Applications subsystem for passengers. Therefore, this TSI has nothing to do with these registers.

5. INTEROPERABILITY CONSTITUENTS

5.1. **Definition**

According to Article 2(f) of Directive 2008/57/EC, 'interoperability constituents' means any elementary component, group of components, subassembly or complete assembly of equipment incorporated or intended to be incorporated into a subsystem, upon which the interoperability of the rail system depends directly or indirectly. The concept of a 'constituent' covers both tangible objects and intangible objects such as software'.

5.2. **List of constituents**

The interoperability constituents are covered by the relevant provisions of Directive 2008/57/EC.

No interoperability constituents are determined as far as the subsystem 'Telematics applications for passengers' is concerned.

Only standard IT equipment is needed in order to fulfil the requirements of this TSI, without any specific aspects for interoperability in the railway environment. This is valid both for hardware components and for the standard software used, such as the operating system and databases. The application software is individual to each user and can be adapted and improved according to the individual's actual functionality and needs. The proposed 'application integration architecture' assumes that applications might not have the same internal information model. Application integration is defined as the process of making independently designed application systems work together.

5.3. **Constituents' performances and specifications**

See Section 5.2, not relevant for the TSI Telematics Applications for passenger services.

6. ASSESSMENT OF CONFORMITY AND/OR SUITABILITY FOR USE OF THE CONSTITUENTS AND VERIFICATION OF THE SUBSYSTEM

6.1. **Interoperability constituents**

6.1.1. *Assessment procedures*

Not relevant for the TSI Telematics Applications for passenger services.

6.1.2. *Module*

Not relevant for the TSI Telematics Applications for passenger services.

6.2. **Subsystem Telematics Applications for passenger services**

According to Annex II to Directive 2008/57/EC, the subsystems are broken down into structural and operational areas. The conformity assessment is obligatory for TSIs in the structural area. The subsystem Telematics Applications for passenger services belongs to the functional area and this TSI does not determine any modules for conformity assessment.

7. IMPLEMENTATION

7.1. **Introduction**

This TSI concerns the subsystem telematics applications for passenger services. This subsystem is functional according to Annex II to Directive 2008/57/EC. The application of this TSI therefore does not rely on the notion of new, renewed or upgraded subsystem, as is customary in the case of TSIs related to structural subsystems, except where it is specified in the TSI.

The TSI will be implemented in phases:

- phase one: detailed IT specifications, governance and master plan,
- phase two: development,
- phase three: deployment.

7.2. **Phase one — detailed IT specifications, governance and master plan**

Phase one has three objectives:

1. To define the data exchange system (hereinafter referred to as 'the system') consisting of common components and of the interconnection of information and communication systems of stakeholders able to fulfil the requirements of this Regulation.
2. To confirm such a system from the viewpoint of technical and economic feasibility.
3. To draw up a roadmap of the activities deemed necessary in order to implement the system, including appropriate milestones for the monitoring of the progress of its implementation by the Commission, the European Railway Agency, the Member States and the stakeholders concerned.

7.2.1. *Project governance of Phase one*

The Commission shall establish a steering committee not later than 1 month after the publication of this Regulation in the *Official Journal of the European Union*, which shall consist of:

- the representative bodies from the railway sector acting on a European level as defined in Article 3(2) of Regulation (EC) No 881/2004 (the rail sector representative bodies),

- a representative of ticket vendors,
- a representative of European passengers,
- the European Railway Agency, and
- the Commission.

This steering committee shall be co-chaired by (a) the Commission and (b) a person nominated by the rail sector representative bodies. The Commission assisted by the members of the steering committee shall draft the rules of procedure of this steering committee, on which the steering committee shall agree. The decisions taken shall be transparent and shall be accompanied by a sound technical and economic justification.

The members of the steering committee may propose to the steering committee that other organisations be included as observers where there are sound technical and organisational reasons for doing so.

7.2.2. *Roles and responsibilities*

7.2.2.1. Stakeholders

1. A project team established by the rail sector representative bodies and including a ticket vendor representative shall develop the detailed IT specifications, the governance and the master plan on the basis of a work programme to be approved by the steering committee.
2. The project team shall set up the necessary working groups bringing in expertise from the European Railway Agency, railway undertakings, infrastructure managers, station managers, ticket vendors workers' representatives and passenger representatives.
3. The project team shall conduct the whole project transparently, and all minutes, documents and deliverables of the project team and its working groups shall be made permanently and fully accessible to the Commission and the European Railway Agency.
4. The project team shall send monthly progress reports to the steering committee and shall take full account of the latter's decisions. The structure and content of the progress report shall be approved by the steering committee at the kick-off meeting.
5. The project team shall provide information to railway undertakings, infrastructure managers, station managers, ticket vendors and passenger representatives, and shall consult them. It shall pay particular attention to small railway undertakings and railway undertakings that are not members of rail sector representative bodies, and shall keep them informed and consult them.
6. Railway undertakings, infrastructure managers, station managers, ticket vendors and passengers' representatives shall support the project by providing information, and functional and technical expertise, as and when requested by the project team.

7.2.2.2. European Railway Agency

1. The European Railway Agency shall monitor and assess the development of the detailed IT specifications, governance and master plan with a view to determining whether the objectives pursued have been achieved.
2. The European Railway Agency shall submit to the Commission a recommendation on the detailed IT specifications, governance and master plan.

7.2.2.3. Commission

1. The Commission shall indicate to the project team the list of bodies to be involved in the project.

2. Upon reception of the detailed IT specifications, governance and master plan, the Commission shall assess them on the basis of the recommendation of the European Railway Agency and, in the light of this assessment, shall take the necessary measures to amend the current TSI.
3. The Commission will keep the Member States informed via the committee established in accordance with Article 29(1) of Directive 2008/57/EC.

7.2.3. Deliverables

The detailed IT specifications shall describe the system and shall indicate in a clear and unambiguous manner how the system fulfils the requirements of the TAP TSI. The development of such specifications requires a systematic analysis of the relevant technical, operational, economic and institutional issues that underpin the process of implementing the TAP TSI. Therefore, deliverables shall include, but shall not be limited to, the following:

1. Functional, technical and performance specifications, the associated data, the interface requirements, the security and the quality requirements.
2. The outline of the global architecture of the system. It shall describe how the requisite components interact and fit together. This shall be based on the analysis of the system configurations capable of integrating the legacy IT facilities, while delivering the required functionality and performance.

The master plan shall include:

1. The identification of the activities necessary to achieve the implementation of the system.
2. A migration plan which includes a set of phases that is conducive to intermediate and verifiable tangible results, from the current framework of stakeholders' information and communication systems to the system itself.
3. A detailed milestone plan.
4. A risk assessment of the crucial phases of the master plan.
5. An assessment of the total lifecycle costs (LCC) associated with the deployment and operation of the system, together with a subsequent investment plan and the relevant cost-benefit analysis.

The governance shall include the identification of the appropriate governance structures, methods and procedures to support the development and validation of the system and subsequently its deployment and its field operation and management throughout its lifetime (including dispute management between the parties involved under the provisions of this TSI).

7.2.4. Milestones

1. A kick-off meeting between the project team and the steering committee shall take place not later than 2 months after the publication of this Regulation in the *Official Journal of the European Union*.
 - (a) At the kick-off meeting, the project team shall present a project description and a project work programme including a timetable. The project description shall explain the understanding of the tasks, the project organisation, the roles and responsibilities and the project method, including the process of consulting and informing all stakeholders.
 - (b) At the kick-off meeting, the content and level of detail of the intermediate report and of the monthly progress report referred to in Section 7.2.2.1 will be discussed and agreed between the project team and the steering committee.

2. The project team shall submit the intermediate report to the steering committee not later than 5 months after the kick-off meeting.
3. The deliverables shall be submitted to the Commission and the European Railway Agency not later than 10 months after the kick-off meeting.
4. The European Railway Agency shall submit a recommendation on deliverables submitted to the Commission not later than 2 months after receiving them.

7.3. **Phase 2 — Development**

All actors concerned shall develop the system following the amendment of the present TSI.

7.4. **Phase 3 — Deployment**

All actors concerned shall deploy the system following the amendment of the present TSI.

7.5. **Change Management**

7.5.1. *Change Management Process*

Change management procedures shall be designed to ensure that the costs and benefits of change are properly analysed and that changes are implemented in a controlled way. These procedures shall be defined, put in place, supported and managed by the European Railway Agency and shall include:

- the identification of the technical constraints underpinning the change,
- a statement of who takes responsibility for the change implementation procedures,
- the procedure for validating the changes to be implemented,
- the policy for change management, release, migration and roll-out,
- the definition of the responsibilities for the management of the detailed specifications and for both its quality assurance and configuration management.

The Change Control Board (CCB) shall be composed of the European Railway Agency, rail sector representative bodies, a ticket representative body, a passenger representative body and Member States. Such an affiliation of the parties shall ensure a perspective on the changes that are to be made and an overall assessment of their implications. The CCB ultimately shall be brought under the aegis of the European Railway Agency.

7.5.2. *Specific Change Management Process for technical documents published by the European Railway Agency*

Technical documents quoted in Chapter 4 of this TSI (except for the standards which are linked to open issues) and listed in Annex III to this Regulation are technical documents published by the European Railway Agency pursuant to Article 5(8) of Directive 2008/57/EC.

The change control management for these technical documents shall be established by the European Railway Agency in accordance with the following criteria:

1. The change requests affecting the technical documents are submitted either via the National Safety Authorities (NSA), or via the representative bodies from the railway sector acting on a European level as defined in Article 3(2) of Regulation (EC) No 881/2004, or the ticket vendors' representative, or via the body which originally developed the specifications that were the forerunners of the technical documents.
2. The European Railway Agency shall gather and store the change requests.

3. The European Railway Agency shall present change requests to the dedicated ERA working party, which will evaluate them and prepare a proposal accompanied by an economic evaluation, where appropriate.
4. Afterwards the European Railway Agency shall present the change request and the associated proposal to the change control board that will or will not validate or postpone the change request.
5. If the change request is not validated, the European Railway Agency shall send back to the requester either the reason for the rejection or a request for additional information about the draft change request.
6. If the change request is validated, the technical document shall be amended.
7. Prior to the publication of the modified technical document, it shall be communicated to the Commission together with the change request and its economic evaluation.
8. The Commission will keep the Member States informed via the committee established in accordance with Article 29(1) of Directive 2008/57/EC.
9. The new version of the technical document and the validated change request shall be made available at the site of the European Railway Agency.

Where change control management affects elements which are in common use within the TAF TSI, the changes shall be made so as to remain as close as possible to the implemented TAF TSI in order to achieve optimum synergies.

7.6. Specific cases

7.6.1. Introduction

The following special provisions are permitted in the specific cases below:

- (a) 'P' cases: permanent cases;
- (b) 'T' cases: temporary cases, where it is recommended that the target system is reached by 2020 (an objective set out in Decision No 1692/96/EC of the European Parliament and Council of 23 July 1996 on Community guidelines for the development of the trans-European transport network ⁽¹⁾, as amended by Decision No 884/2004/EC ⁽²⁾).

7.6.2. List of specific cases

There are no specific cases indicated for this TSI.

8. GLOSSARY

The definitions in this glossary refer to the use of terms in this TSI.

Term	Description
Access party	<p>Means either</p> <p>a licensed railway undertaking or, to the extent authorised by each Member State, another party seeking to procure a train path in the working timetable for the operation of railway service on its territory with commercial or public-service intent. Examples of such authorised parties may be public authorities, or any other party having an access contract</p> <p>or</p> <p>an international group of such parties, which is also known as an applicant group or access party group</p>

⁽¹⁾ OJ L 228, 9.9.1996, p. 1.

⁽²⁾ OJ L 167, 30.4.2004, p. 1.

Term	Description
ACID	<p>Stands for Atomicity, Consistency, Isolation, Durability</p> <p>These are the four primary attributes common to any transaction:</p> <p>Atomicity. In a transaction involving two or more discrete pieces of information, either all of the pieces are committed or none are</p> <p>Consistency. A transaction either creates a new and valid state of data or, if any failure occurs, returns all data to the state before the transaction was started</p> <p>Isolation. A transaction in process and not yet committed must remain isolated from any other transaction</p> <p>Durability. Committed data are saved by the system so that, even in the event of a failure and system restart, the data are available in their correct state</p> <p>The ACID concept is described in ISO/IEC 10026-1:1992 Section 4. Each of these attributes can be measured against a benchmark. In general, however, a transaction manager or monitor is designated to implement the ACID concept. In a distributed system, one way to achieve ACID is to use a two-phase commit (2PC), which ensures either that all involved sites must commit to completing the transaction or that none do, and the transaction is rolled back</p>
Arrival date/time, actual	Means the actual date (And time) of arrival of means of transport
Arrival date/time, estimated	Means the date (And time) of arrival of means of transport based on the current forecast
Arrival date/time, planned	Means the date (And time) of arrival of means of transport in the timetable
Arrival delay, expected	Means the time difference between the arrival date/time Estimated and the arrival date/time Planned
Arrival delay, actual	Means the time difference between the arrival date/time actual and the arrival date/time Planned
At the discretion of	Means that the railway undertaking can decide based on its experience and its needs
Attributing system	Means an electronic system hosting the catalogue of transport services for which a transport service provider authorises distributors to issue travel documents
Attributor	Means a company managing an attributing system. May be a carrier
Authorised Public Body	Means a public authority having a statutory obligation or right to provide members of the public with travel information and also refers to the public authority which is responsible for the enforcement of Regulation (EC) No 1371/2007 pursuant to Article 30(1) of the Regulation
Availability	Means the information (transport service, type of offer, tariff, other service) that can actually be obtained by a passenger at a given point in time, for a specific train. Not to be confused with offer, indicating that a (transport service, type of offer, tariff, other service) is offered in the initial planning, but could be sold out and is therefore not obtainable by a passenger at a given time point, for a specific train
Basic parameter	Means any regulatory, technical or operational condition which is critical to interoperability and requires a decision in accordance with the procedure laid down in Article 21(2) before any development of draft TSIs by the joint representative body
Booking (selling)	Means the selling of a ticket with or without a reservation
Carrier	Means the contractual railway undertaking with whom the passenger has concluded a transport contract or a series of successive railway undertakings which are liable on the basis of such a contract

Term	Description
Carrier, Joint	Means a carrier linked by a cooperation agreement to one or more other carriers for the operation of a transport service
Carrier, Sole	Means a carrier that operates a transport service independently of other carriers
Channel	Means the method (such as ticket office machine, on-train media, public web services, telesales, mobile ticketing) by which a service (information, ticket sale, ticket refund, response to complaints, etc.) is provided to the passenger by a railway undertaking
Coach ID	Means the unique identification number of a coach
Commission	Means the European Commission
COTS-product	Means commercial off-the-shelf products
Customer	Means a person who intends to buy, is buying, or has bought a railway product for him/herself or for other person(s). May therefore be different from passenger (see passenger)
Decryption	Means the converting of encrypted data back into their original form
Delay	Means the time difference between the time the passenger was scheduled to arrive according to the published timetable and the time of his/her actual or expected arrival
Delta deviation	Means the operational 'lateness or earliness' in relation to the booked scheduled time
Departure date/time, actual	Means the actual date (And time) of departure of means of transport
Departure date/time, estimated	Means the date (And time) of departure of means of transport based on current forecast
Departure date/time, planned	Means the date (And time) of departure of means of transport in the timetable
Directive 2008/57	Means Directive 2008/57/EC of the European Parliament and of the Council of 17 June 2008 on the interoperability of the rail system within the Community
Departure delay, actual	Means the time difference between the actual departure date/time and the Planned departure date/time
Departure delay, expected	Means the time difference from the departure date/time and the expected departure date/time
Display	Means any dynamic visual device located either in Stations or on the inside/outside of trains for the purpose of informing passengers
Distributor	Means an undertaking providing legal and technical capacity to issuers to sell rail products or to provide on line-facilities to customers to buy rail products. Besides, the distributor can offer services to issuers by assembling O-Ds carried out by different carriers into complete journeys as required by the traveller. The distributor may be a carrier
Domestic journey	Means a passenger journey by rail whereby a passenger does not cross a border of a Member State
Domestic rail passenger service	Means a rail passenger service which does not cross a border of a Member State
Encryption	Means the encoding of data
ERA	See European Railway Agency

Term	Description
Essential requirements	Means all the conditions set out in Annex III to Directive 2008/57/EC which must be met by the trans-European rail system, the subsystems, and the Interoperability Constituents including interfaces
ETA	Means the Estimated time of arrival (of the train at the station)
ETH	Means the Estimated time of Handover (of a train from one infrastructure manager to another)
ETI	Means the Estimated time of Interchange (of the train from one railway undertaking to another)
European Railway Agency	Means the Agency established pursuant to Regulation (EC) No 881/2004/EC of the European Parliament and of the Council of 29 April 2004 establishing a European Railway Agency
Fare	Means a charge to be paid for transportation or service
Forecast	Means the best estimate of an event (e.g. arrival, departure or passing time of a train)
Forecast point	Means a target point for which the forecast is generated. It may relate to arrival, departure, passage or handover
Foreign rail passenger service	Means a rail passenger service which was purchased by the passenger in a country, but is performed in a country different from the country of purchase
Foreign sale	Means the sale of a train ticket by an issuer which is not (one of) the carrier(s) operating the train where the ticket will be used. The issuer is located in a country different from the country of the carrier(s)
FTP	Means the File Transfer Protocol A protocol to transfer files between computer systems in the TCP/IP network
Fulfilment	Means the process which delivers the Product to the customer after its purchase
General Conditions of Carriage	Means the conditions of the carrier in the form of general conditions or tariffs legally in force in each Member State and which have become, through the conclusion of the contract of carriage, an integral part of it
Global price train	Means a train that a passenger can board only having purchased a global price ticket
Handover point	Means the point where the responsibility changes from one infrastructure manager to another
HTTP	Means the Hypertext Transfer Protocol The client/server protocol used to connect to servers on the Web
IM	Means any body or undertaking that is responsible in particular for establishing and maintaining railway infrastructure. This may also include the management of infrastructure control and safety systems. The functions of the infrastructure manager on a corridor or part of a corridor may be allocated to different bodies or undertakings
Infrastructure manager (IM)	See IM
Integrated Reservation Tickets — IRT	Means a kind of train ticket restricted to a specific train on a specific date/time. A IRT ticket can only be sold by means of an online transaction between the sales terminal and the attributing system where the relevant train is hosted

Term	Description
Interchange between Carriers	Means the transfer of control from one railway undertaking to another for practical operational, safety and liability reasons. Examples are: <ul style="list-style-type: none"> — successive railway undertakings, — trains with substitute carriers, — the transfer of information between different railway undertakings
Interchange point	Means the location where the control of the train is transferred from one railway undertaking to another railway undertaking Regarding a train running, the train is taken over from one railway undertaking by the other railway undertaking, which now owns the path for the next section of the journey
Intermediate point	Means the location which defines the start or end point of a journey section. This may be an interchange, handover or handling point, for example
International rail passenger service	Means a rail passenger service which crosses a border of at least one Member State
International journey	Means a passenger journey by rail crossing the border of at least one Member State
International sale	Means the sale of a train ticket for an international journey
Interoperability constituent	Means any elementary component, group of components, subassembly or complete assembly of equipment incorporated or intended to be incorporated into a subsystem upon which the interoperability of the trans-European rail system directly or indirectly depends. The concept of a constituent covers both tangible objects and intangible objects, such as software
IP	Means the Internet Protocol
Issuer	Means an undertaking selling the ticket and receiving payment. May be a carrier and/or a distributor. The issuer is the undertaking indicated on the ticket with its code and possibly its logo
Journey	Means the movement of a passenger (or several passengers travelling together) from a location A to a location B
Journey planner	Means an IT system able to propose journey solutions A journey solution is a set of one or more commercial transport services answering at least the question 'How can I go from location A to location B at a given departure/arrival date And time?'. The question could contain more complex additional criteria, such as 'in the fastest way', 'in the cheapest way', 'with no changes', etc. The passenger can build the journey solutions by him/herself, consulting different information sources, or the solution can be offered to him/her by a journey Planner
Keeper	Means the person who, being the owner of a vehicle or having the right to use it, exploits such vehicle economically in a permanent manner as a means of transport and is registered as such in the Rolling Stock Register
Loco ID	Means the unique identification number of a traction unit
Make available	Means the publishing of information or data where access control may be applied
Manifest on list	Means a fulfilment method where the customer makes its purchase in advance (e.g. at home) and receives only a confirmation, usually with a reference code. The undertaking performing this kind of sale provides the TCO with a list of all passengers (and reference codes) admitted on the specific train. The passenger simply manifests his/her desire to be admitted on the train before/after departure at the TCO. TCO checks whether the passenger is allowed to embark/stay on the train

Term	Description
Market price	See Global price
Metadata	This term simply means data about data. It describes data, software services, and other components contained in the enterprise information systems. Examples of the types of Metadata include standard data definitions, location and routing information, and synchronisation management for distributing shared data
Notified bodies	Means the bodies which are responsible for assessing the conformity or suitability for use of the Interoperability Constituents or for appraising the EC procedure for verification of the subsystems
NRT train	Means a train that a passenger can board having bought a NRT ticket, in the case of international or foreign sales
NRT	Non-integrated reservation tickets — This is a way of selling train tickets meant for international or foreign sales, where the issuer can produce the ticket locally, without any online transaction with an attributing system. The NRT tickets are always open tickets, i.e. the contract of carriage is valid on any NRT train serving the route marked on the ticket, within a defined validity period. To issue a NRT ticket the issuer needs a list of OD's (series) and one or more tables of prices corresponding to distance ranges. Reservations can (in some cases must) be purchased together with the ticket
Offer	See availability
Official website	Means the company's public website where commercial information is released to the customer. The website shall be machine readable by respecting web content accessibility guidelines
One stop shop	An international partnership between rail infrastructure managers providing a single point of contact for rail customers for the purposes of: ordering specified train paths in international freight traffic, monitoring the movement of the entire train, generally also invoicing track access charges on behalf of infrastructure managers
Passenger	Means a person who intends to make, or is making, or has made a journey using the transport services and other services of one or more railway undertakings May be different from customer (see customer)
Path	Means the infrastructure capacity needed to run a train between two places over a given time-period (route defined in time and space)
Path number	Means the number of the defined train path
Payment	Means the transfer of wealth from one party (such as a customer) to another (such as a distributor). A payment is usually made in exchange for the provision of transport or service
Peer-to-Peer	Means a class of systems and applications that employ distributed resources to perform a critical function in a decentralised manner
Person with reduced mobility (PRM)	Means any person whose mobility when using transport is reduced due to any physical disability (sensory or locomotory, permanent or temporary), intellectual disability or impairment, or any other cause of disability, or as a result of age, and whose situation needs appropriate attention and adaptation to its particular needs of the service made available to all passengers
Platform	Means the area at a station to alight from/board trains
Primary data	Means the basic data as reference data input for messages or as the basis for functionality and calculation of derived data
PRM	See Person with reduced mobility

Term	Description
Product	Means a type of train with determined types of services (e.g. high speed, bicycle storage places, PRM accommodation, couchette and/or sleeping cars, dining cars, take-away facilities, etc.) which are linked to relevant prices and may be linked to specific conditions
Publish	Means the publishing of information or data where no access control shall be applied
Rail system	Means (as in 'trans-European rail system') the structure, as described in Annex I (Directive 2008/57/EC), composed of lines and fixed installations, of the trans-European transport network, built or upgraded for conventional rail transport and combined rail transport, plus the rolling stock designed to travel on that infrastructure
Railway undertaking	Means any public or private undertaking the principal business of which is to provide services for the transport of goods and/or passengers by rail, with a requirement that the undertaking must ensure traction; this also includes undertakings which provide traction only
Regular vs. Short Term processes	Regular means a process when performed within a period which is equal to or more than 7 days Short term means a process when performed within a period which is less than 7 days
Reporting point	Means either passing points used by an infrastructure manager to provide train running information (only) or points where forecasts are generated
Repository	Means the storage of data similar to a database and data dictionary; however, it usually encompasses a comprehensive information management system environment. It must include not only descriptions of data structures (i.e. entities and elements), but also Metadata of interest to the enterprise, data screens, reports, programs, and systems
Reservation	Means an authorisation on paper or in electronic form giving entitlement to a service (transportation or assistance) subject to a previously confirmed personalised transport arrangement
Reservation system	Means a computerised system used to store and retrieve information and conduct transactions related to travel. A reservation system is capable of keeping inventory correct in real time, and is accessible to agents/retailers around the world
Retailer	Means a person or an undertaking that sells to the customer a ticket without or with a reservation for a rail service. A retailer can be a railway undertaking (agent) or an accredited travel agent
Route	Means the geographical line to be taken from a starting point to a point of destination
Route section	Means a part of a route
RU	See Railway undertaking
Selling	See Booking
Service	See Transport service
Service provider	Means the responsible entity providing any services linked to the transport of passengers
Shall	Means that the definition is an absolute requirement of the specification
Short Term processes	See Regular vs. Short Term processes

Term	Description
Short notice path request	Means the individual request for a path according to Article 23 of Directive 2001/14/EC due to additional transport demands or operational needs
SQL	Means Structured Query Language A language devised by IBM, then standardised by ANSI and ISO, which is used for creating, managing and retrieving data in relational databases
Stakeholders	Means any person or organisation with a reasoned interest in train service delivery e.g.: — Railway undertaking, — Locomotive provider, — Coach provider, — Driver/train crew provider, — Infrastructure manager (IM), — Fleet manager, — Ferry boat operator, — Worker, — Ticket vendor, — Passenger
Station	Means a railway location where a passenger train can start, stop or end
Station manager	Means an organisational entity in a Member State, which has been made responsible for the management of a railway station and which may be the infrastructure manager
Substitute carrier	Means a railway undertaking, which has not concluded a transport contract with the passenger, but to whom the railway undertaking that is party to the contract has entrusted, in whole or in part, the performance of the transport by rail
Tariff	Means a specific set of fares available on a given train, on a given day for a given O-D leg of the journey. Tariffs may be grouped in different categories (such as public fares, Group fares, etc.)
TCO	Means Ticket Controlling Organisation. This is an organisation empowered to inspect passenger tickets. Mostly a carrier. If necessary, the TCO is to deliver security certificates for the International Rail Ticket for Home Printing (IRTHP) to the distributors
Technical Document	Means any technical document published by the European Railway Agency pursuant to Article 5(8) of Directive 2008/57
Technical Specification for Interoperability	Means a specification adopted in accordance with Directive 2008/57/EC by which each subsystem or part subsystem is covered in order to meet the Essential Requirements and ensure the interoperability of the rail system
TETA	See train Estimated time of arrival
Third party	Means any public or private undertaking, which is not a railway undertaking or infrastructure manager and provides services ancillary to, or in connection with, the services/transport services
Through ticket	Means a ticket or tickets representing a transport contract for successive railway services operated by one or more railway undertakings
Ticket	Means a material or immaterial registration entitling a passenger to contractually use one or more commercial transport services offered by one or more railway undertakings
Ticket On departure	Means a fulfilment method where the customer makes its purchase in advance (e.g. at home) and collects the ticket in the departure Station, at a ticket counter or vending machine

Term	Description
Ticket vendor	Means any retailer of rail transport services concluding transport contracts and selling tickets on behalf of a railway undertaking or for its own account
Timetable	Means the list of commercial transport services offered by a railway undertaking during a given time interval
TOD	See Ticket On Departure
Tour Operator	Means an organiser or retailer, other than a railway undertaking, within the meaning of Article 2, points (2) and (3) of Directive 90/314/EEC
Train Estimated time of Arrival	Means the Estimated time of arrival of a train at a specific point, e.g. handover point, interchange point, train destination
Train path	Means the train route defined in time and space
Train running interrupted	Means that the continuation of the train is unknown based on local circumstances at the time and in the opinion of the parties involved. If the Delay is known, the infrastructure manager sends a train running forecast message
Trans-European rail network	Means the rail network as described in Annex 1 to Directive 2008/57/EC
Transport contract	Means a contract of carriage for consideration or free of charge between a railway undertaking or a ticket vendor and the passenger for the provision of one or more transport services
Transport mode	Means a generic type of vehicle capable of transporting passengers (train, plane, bus, etc.)
Transport service	Means a commercial transport service or transport service under public service contract linking two or more locations, offered by a railway undertaking according to a published timetable. A transport service is normally performed with a specific transport mode
Transport service provider	Means any private or public company authorised to transport people in domestic or international passenger traffic. A 'transport service provider' accepts travel documents issued by the accredited sales points of its distributors. It plays the role of the contractual carrier with which the passenger has entered into a contract of carriage. Execution of the transport service may be entrusted, in part or in full, to a substitute carrier
TSI	See Technical Specification for Interoperability
XML	Means the Extended Mark-up Language
XQL	Means the Extended Structured Query Language

ANNEX II

LIST OF OPEN POINTS

In accordance with Article 5(6) of Directive 2008/57/EC, the following open points are identified:

Section	Open points
4.2.2.1.	Technical document on the process and the information used for it in respect of tariff data intended for domestic sales
4.2.10.	Standard for the handling of security elements for product distribution
4.2.11.2	Standard for European 'Ticket On Departure' and for European 'Manifest On List'
4.2.11.3	Technical document or standard on direct fulfilment methods which are linked to the ticket and/or reservation and to the kind of media for domestic sales
4.2.11.4	Technical document or standard on indirect fulfilment methods which are linked to the ticket and/or reservation and to the kind of media for domestic sales
4.2.22	Standard for the exchange of fare information in the context of connection with other modes of transport

ANNEX III

LIST OF TECHNICAL DOCUMENTS REFERENCED IN THIS TSI

Reference	Label
B.1. (V1.1)	Computer generation and exchange of tariff data meant for international or foreign sales — NRT tickets
B.2. (V1.1)	Computer generation and exchange of tariff data meant for international and foreign sales — Integrated Reservation Tickets (IRT)
B.3. (V1.1)	Computer generation and exchange of data meant for international or foreign sales — Special offers
B.4. (V1.1)	Implementation guide for EDIFACT messages covering timetable data exchange
B.5. (V1.1)	Electronic reservation of seats/berths and electronic production of travel documents — Exchange of messages
B.6. (V1.1)	Electronic seat/berth reservation and electronic production of transport documents (RCT2 standards)
B.7. (V1.1)	International Rail ticket for Home Printing
B.8. (V1.1)	Standard numerical coding for railway undertakings, infrastructure managers and other companies involved in rail-transport chains
B.9. (V1.1)	Standard numerical coding of locations
B.10 (V1.1)	Electronic reservation of assistance for persons with reduced mobility — Exchange of messages
B.30. (V1.1)	Schema — messages/datasets catalogue needed for the RU/IM communication of TAP TSI

ANNEX IV

LIST OF TARIFFS MEANT FOR INTERNATIONAL OR FOREIGN SALES**C.1. NRT Tariffs**

The main content of NRT tariff data shall be:

- Series,
- Products,
- Services,
- Carrier codes,
- Fare tables,
- Station list.

NRT tariffs shall be made available in advance at least 3 months before the tariffs enter into force.

C.2. IRT Tariffs

The main content of IRT tariff data shall be:

- tariffs,
- tariff ranges,
- Cards used with market prices,
- Exclusion types,
- Sales conditions,
- After sales conditions,
- Fare tables,
- Station/zone list.

IRT tariffs shall be made available in advance according to their sales conditions.

C.3. Special Tariffs

The main content of the special tariff data shall be:

- The offer and its conditions,
- Fares,
- Supplements,
- Authorisations,
- Number of passengers/accompanying passengers and their categories,
- Reduction types,
- Exclusion types,
- Sales conditions,
- After-sales conditions,

- Reservation fees,
- Series,
- Trains including their categories and facilities.

Special tariffs shall be made available in advance according to its sales conditions.

COMMISSION IMPLEMENTING REGULATION (EU) No 455/2011**of 11 May 2011****establishing the standard import values for determining the entry price of certain fruit and vegetables**

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Council Regulation (EC) No 1234/2007 of 22 October 2007 establishing a common organisation of agricultural markets and on specific provisions for certain agricultural products (Single CMO Regulation) ⁽¹⁾,Having regard to Commission Regulation (EC) No 1580/2007 of 21 December 2007 laying down implementing rules for Council Regulations (EC) No 2200/96, (EC) No 2201/96 and (EC) No 1182/2007 in the fruit and vegetable sector ⁽²⁾, and in particular Article 138(1) thereof,

Whereas:

Regulation (EC) No 1580/2007 lays down, pursuant to the outcome of the Uruguay Round multilateral trade negotiations, the criteria whereby the Commission fixes the standard values for imports from third countries, in respect of the products and periods stipulated in Annex XV, Part A thereto,

HAS ADOPTED THIS REGULATION:

Article 1

The standard import values referred to in Article 138 of Regulation (EC) No 1580/2007 are fixed in the Annex hereto.

Article 2

This Regulation shall enter into force on 12 May 2011.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 11 May 2011.

*For the Commission,
On behalf of the President,
José Manuel SILVA RODRÍGUEZ
Director-General for Agriculture and
Rural Development*

⁽¹⁾ OJ L 299, 16.11.2007, p. 1.

⁽²⁾ OJ L 350, 31.12.2007, p. 1.

ANNEX

Standard import values for determining the entry price of certain fruit and vegetables

(EUR/100 kg)

CN code	Third country code ⁽¹⁾	Standard import value
0702 00 00	MA	50,3
	TN	107,9
	TR	73,3
	ZZ	77,2
0707 00 05	TR	108,9
	ZZ	108,9
0709 90 70	MA	86,8
	TR	113,8
	ZZ	100,3
0709 90 80	EC	27,0
	ZZ	27,0
0805 10 20	EG	56,6
	IL	59,9
	MA	43,8
	TN	54,9
	TR	74,4
	ZZ	57,9
0805 50 10	TR	54,8
	ZZ	54,8
0808 10 80	AR	96,6
	BR	75,3
	CA	107,1
	CL	85,2
	CN	110,3
	NZ	119,2
	US	143,7
	UY	58,3
	ZA	77,8
ZZ	97,1	

⁽¹⁾ Nomenclature of countries laid down by Commission Regulation (EC) No 1833/2006 (OJ L 354, 14.12.2006, p. 19). Code 'ZZ' stands for 'of other origin'.

COMMISSION IMPLEMENTING REGULATION (EU) No 456/2011**of 11 May 2011****amending the representative prices and additional import duties for certain products in the sugar sector fixed by Regulation (EU) No 867/2010 for the 2010/11 marketing year**

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Council Regulation (EC) No 1234/2007 of 22 October 2007 establishing a common organisation of agricultural markets and on specific provisions for certain agricultural products (single CMO Regulation) ⁽¹⁾,

Having regard to Commission Regulation (EC) No 951/2006 of 30 June 2006 laying down detailed rules for the implementation of Council Regulation (EC) No 318/2006 as regards trade with third countries in the sugar sector ⁽²⁾, and in particular Article 36(2), second subparagraph, second sentence thereof,

Whereas:

(1) The representative prices and additional duties applicable to imports of white sugar, raw sugar and certain syrups

for the 2010/11 marketing year are fixed by Commission Regulation (EU) No 867/2010 ⁽³⁾. These prices and duties have been last amended by Commission Regulation (EU) No 438/2011 ⁽⁴⁾.

(2) The data currently available to the Commission indicate that those amounts should be amended in accordance with the rules and procedures laid down in Regulation (EC) No 951/2006,

HAS ADOPTED THIS REGULATION:

Article 1

The representative prices and additional duties applicable to imports of the products referred to in Article 36 of Regulation (EC) No 951/2006, as fixed by Regulation (EU) No 867/2010 for the 2010/11, marketing year, are hereby amended as set out in the Annex hereto.

Article 2

This Regulation shall enter into force on 12 May 2011.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 11 May 2011.

*For the Commission,
On behalf of the President,
José Manuel SILVA RODRÍGUEZ
Director-General for Agriculture and
Rural Development*

⁽¹⁾ OJ L 299, 16.11.2007, p. 1.

⁽²⁾ OJ L 178, 1.7.2006, p. 24.

⁽³⁾ OJ L 259, 1.10.2010, p. 3.

⁽⁴⁾ OJ L 118, 6.5.2011, p. 6.

ANNEX

Amended representative prices and additional import duties applicable to white sugar, raw sugar and products covered by CN code 1702 90 95 from 12 May 2011

(EUR)

CN code	Representative price per 100 kg net of the product concerned	Additional duty per 100 kg net of the product concerned
1701 11 10 ⁽¹⁾	43,09	0,00
1701 11 90 ⁽¹⁾	43,09	1,98
1701 12 10 ⁽¹⁾	43,09	0,00
1701 12 90 ⁽¹⁾	43,09	1,68
1701 91 00 ⁽²⁾	42,65	4,67
1701 99 10 ⁽²⁾	42,65	1,54
1701 99 90 ⁽²⁾	42,65	1,54
1702 90 95 ⁽³⁾	0,43	0,26

⁽¹⁾ For the standard quality defined in point III of Annex IV to Regulation (EC) No 1234/2007.

⁽²⁾ For the standard quality defined in point II of Annex IV to Regulation (EC) No 1234/2007.

⁽³⁾ Per 1 % sucrose content.

IV

(Acts adopted before 1 December 2009 under the EC Treaty, the EU Treaty and the Euratom Treaty)

EFTA SURVEILLANCE AUTHORITY DECISION

No 343/09/COL

of 23 July 2009

on the property transactions engaged in by the Municipality of Time concerning property numbers 1/152, 1/301, 1/630, 4/165, 2/70, 2/32

(Norway)

THE EFTA SURVEILLANCE AUTHORITY⁽¹⁾,

Having regard to the Agreement on the European Economic Area⁽²⁾, in particular to Articles 61 to 63 and Protocol 26 thereof,

Having regard to the Agreement between the EFTA States on the Establishment of a Surveillance Authority and a Court of Justice⁽³⁾, in particular to Article 24 thereof,

Having regard to Article 1(3) of Part I and Articles 4(4) and 7(2) of Part II of Protocol 3 to the Surveillance and Court Agreement⁽⁴⁾,

Having regard to the Authority's Guidelines on the application and interpretation of Articles 61 and 62 of the EEA Agreement⁽⁵⁾, and in particular the Chapter relating to State Aid Elements in Sales of Land and Buildings by Public Authorities,

Having regard to the Authority's Decision of 14 July 2004 on the implementing provisions referred to under Article 27 of Part II of Protocol 3⁽⁶⁾,

⁽¹⁾ Hereinafter referred to as 'the Authority'.

⁽²⁾ Hereinafter referred to as 'the EEA Agreement'.

⁽³⁾ Hereinafter referred to as 'the Surveillance and Court Agreement'.

⁽⁴⁾ Hereinafter referred to as 'Protocol 3'.

⁽⁵⁾ Guidelines on the application and interpretation of Articles 61 and 62 of the EEA Agreement and Article 1 of Protocol 3 to the Surveillance and Court Agreement, adopted and issued by the Authority on 19 January 1994 (OJ L 231, 3.9.1994, p. 1, and EEA Supplement No 32, 3.9.1994, p. 1). The Guidelines were last amended on 10 June 2009 (hereinafter referred to as 'the State Aid Guidelines'). The updated version of the State Aid Guidelines is published on the Authority's website: <http://www.eftasurv.int/state-aid/legal-framework/state-aid-guidelines/>

⁽⁶⁾ Decision No 195/04/COL of 14 July 2004 (OJ L 139, 25.5.2006, p. 37, and EEA Supplement No 26, 25.5.2006, p. 1), as amended by Decision No 319/05/COL of 14 December 2005 (OJ L 113, 27.4.2006, p. 24, and EEA Supplement No 21, 27.4.2006, p. 46). The consolidated version of Decision No 195/04/COL can be found on the Authority's website: <http://www.eftasurv.int/media/decisions/195-04-COL.pdf>

Having called on interested parties to submit their comments pursuant to those provisions⁽⁷⁾, and having regard to their comments,

Whereas:

I. FACTS

1. PROCEDURE

On 3 March 2007, the Authority received a complaint from an association named Aksjonsgruppa 'Ta vare på trivelige Bryne', concerning the sales of property numbers 1/152, 1/301, 1/630, 4/165 in Time Municipality by the municipal authorities to two different private entities, as well as the sale of title number 2/70 (Bryne stadium which also includes title number 2/32) by Bryne fotballklubb, previously given to the club by the municipality, to a private investor (Event No: 414270). By letter dated 9 May 2007, the private investor Mr Gunnar Oma sent a complaint to the Authority concerning the sale by Time Municipality of one of the abovementioned properties, i.e. number 4/165.

After an exchange of correspondence and information with the Norwegian authorities⁽⁸⁾, on 19 December 2007 the Authority decided to open the formal investigation procedure on the sale of the land plots mentioned above. The Authority's Decision No 717/07/COL to initiate the procedure was published in the *Official Journal of the European Union* and in the EEA Supplement hereto⁽⁹⁾.

The Norwegian authorities had commented on the opening decision by letter dated 21 February 2008 (Event No 466024). The Authority called on interested parties to

⁽⁷⁾ OJ C 138, 5.6.2008, p. 30, and EEA Supplement No 31, 5.6.2008, p. 1.

⁽⁸⁾ See for further details on the exchange of correspondence the Authority's Decision No 717/07/COL published on the Authority's website: http://www.eftasurv.int/fieldswork/fieldstateaid/stateaidregistry/sadecnor07/717_07_col.pdf

⁽⁹⁾ See footnote 7.

submit their comments. The Authority received comments from two interested parties⁽¹⁰⁾. By letter dated 24 July 2008, (Event No 485974), the Authority forwarded these to the Norwegian authorities. By letter dated 13 August 2008 (Event No 488289), the Norwegian authorities notified the Authority that they had no further comments.

2. DESCRIPTION OF THE TRANSACTIONS UNDER SCRUTINY

2.1. THE SALE OF TITLE NUMBERS 1/152, 1/301 AND 1/630 TO GRUNNSTEINEN AS

By a sales agreement dated 25 August 2007⁽¹¹⁾, Time Municipality sold property title numbers 1/152 (1 312 square metres), 1/301 (741 square metres) and 1/630 (1 167 square metres) in the centre of Bryne, the municipal centre of Time Municipality, to the private property developer Grunnsteinen AS. According to the explanations provided, the initiative to enter into the agreement appears to have been taken by the buyers, and no public bidding round was organised prior to the sale⁽¹²⁾. Grunnsteinen did not pay anything for the property but engaged to build a total of 65 parking spaces as replacement for ordinary payment for the property⁽¹³⁾. Clause 7 of the Grunnsteinen agreement) provided that the titles to the property should only be transferred upon completion of the parking spaces, at the latest by the end of 2008. Furthermore, Clause 1 stipulated that the underground car park would be registered as a separate title in the land register when re-transferred to Time Municipality.

Clause 1 of the contract⁽¹⁴⁾ states that the properties, at the time of entering into the contract, were zoned for residential and public road/parking purposes.

Under Clause 1 of the contract, Grunnsteinen AS undertook to build *underground* parking spaces on title number 1/152, of which 65 were to be transferred to Time Municipality upon completion (clauses 1 and 5 of the agreement). According to the municipal authorities, the payment for title number 1/152 consisted of the 44 parking spaces on the property being compensated for in the underground car park. As for title numbers 1/301 and 1/630, the municipality had commissioned a value assessment of one of the properties, title number 1/630, which the municipality claims were assessed by Eiendomsmegler 1. The assessment of title number 1/630, which concluded that the market value was NOK 600 per square metre, was presented to the Authority prior to the opening of the formal

⁽¹⁰⁾ Events No 484855 (Comments by the Norwegian Football Association, dated 4 July 2008), No 485026 (Comments by law firm Arntzen de Besche on behalf of Bryne fotballklubb, dated 8 July 2008) and No 485461 (Comments by law firm Selmer on behalf of Vålerenga football, dated 8 July 2008).

⁽¹¹⁾ Hereinafter referred to as 'the Grunnsteinen Agreement'.

⁽¹²⁾ Norway's reply to the Authority's first request for information (Event No 427879), reply to question 1(e).

⁽¹³⁾ Norway's reply to the Authority's first request for information (Event No 427879), Question 1(e).

⁽¹⁴⁾ Norway's reply to the Authority's first request for information (Event No 427879, Annex 1).

investigation procedure⁽¹⁵⁾. In reply to the Authority's requests, the Norwegian authorities initially presented calculations made by the construction firm Skanska Norge AS, showing that the price for a parking space in an underground car park would be approximately NOK 150 000, excluding VAT and costs of buying/renting the land⁽¹⁶⁾. On the basis of these estimates, the Norwegian authorities claimed that the market price for title numbers 1/301 and 1/630, based on the value assessment, would be NOK 2 516 400⁽¹⁷⁾, whereas the value of the additional 21 parking spaces which Grunnsteinen had undertaken to build for the municipality was estimated to NOK 2 625 000⁽¹⁸⁾. Thus, the value of these two properties would be fully compensated by Grunnsteinen through the construction of 21 additional parking spaces.

In reply to the Authority's information injunction in the decision to open the formal investigation procedure, new value assessments of the property, as well as estimates of the price of the car park, have been submitted⁽¹⁹⁾. The new value assessments were carried out by the asset valuation firm OPAK. Based on the land cost method⁽²⁰⁾, OPAK arrived at a market value of NOK 3,2 million for the properties sold *en bloc*. According to OPAK, the house on title number 1/301 is condemned and will have to be demolished, thus representing an encumbrance on the property. The demolition costs are estimated to NOK 150 000. The OPAK assessment also includes cost estimates for the parking spaces. Based on a minimum of 25 square metres per parking space (as required by government regulations) and building costs of NOK 5 200 per square metre (based on experience), OPAK arrives at a price of NOK 130 000 per parking space, or NOK 8 450 000 for 65 parking spaces.

2.2. THE SALE OF TITLE NUMBER 4/165 TO BRYNE INDUSTRIPARK AS

On 31 August 2005, Time Municipality and the private property developer Bryne Industripark AS signed a sales agreement concerning title number 4/165 at Håland in Time⁽²¹⁾. The title comprised 56 365 square metres of industrial land, and the sales price was set at NOK 4,7 million (or approximately NOK 83 per square metre). At the time of the signing of the agreement, the area was zoned for

⁽¹⁵⁾ Norway's reply to the Authority's first request for information (Event No 427879, Annex 2). In Norway's reply, it is claimed that the value assessment concerned title numbers 1/301 and 1/630. However, this is not reflected in the actual assessment, neither does the number of square metres stated therein indicate that both properties have been taken into account.

⁽¹⁶⁾ Norway's reply to the Authority's first request for information (Event No 427879, Annex 5).

⁽¹⁷⁾ This appears to be based on a value of NOK 600 per square metre plus the value of a building on title number 1/301. The Authority has not been presented with a valuation of the building.

⁽¹⁸⁾ This is based on the Municipality's original cost estimate of NOK 125 000, set out in the background papers for the deliberations in the municipal council (Event No 413558, pp. 16-17). The estimate by Skanska appears to have been obtained at a later stage.

⁽¹⁹⁾ Norway's comments to the Authority's opening decision, Event No 466024, Annex 3.

⁽²⁰⁾ In Norwegian: 'Tomtebelastningsmetoden'.

⁽²¹⁾ Event No 413558, p. 19 *et seq.*

industrial purposes but the detailed zoning plan was not adopted due to objections from the Public Road Administration. The contract contains a claw-back clause (Clause 7) for Time Municipality in the event that the property has not been built on or put to use 5 years after the date of taking possession.

At the time of entering into the agreement, the property consisted of undeveloped land. In the memorandum for the municipal council which approved the agreement, the municipal administration states that the conclusion of a development agreement should be a condition for selling the land. According to the municipal authorities, the new detailed zoning regulations were adopted on 30 August 2007, under which the property was zoned for sports purposes⁽²²⁾. The sales agreement stipulated that a development agreement must be concluded on the basis of the zoning regulation. The Norwegian authorities, at the time of commenting the opening decision, submitted an estimate of the development costs commissioned from the consultancy firm Asplan Viak and an offer for the ground works submitted by a local builder⁽²³⁾.

The municipality confirms that no public bidding round was organised prior to the sale, which came about following an initiative from the buyer, but claims that the land was advertised on its web page in 2003-2004. It follows from the administrative memorandum made prior to the sale that the price charged was based on the price at which Time Municipality bought the property in 1999, to which capital costs, regulatory work and administrative costs were added. The price was, thus, established in accordance with the municipality's general principle for the sale of industrial properties, i.e. selling at cost⁽²⁴⁾.

The complainant has alleged that the price for this type of property should be in the range of NOK 400 per square metre, based on a valuation purportedly carried out by an independent asset valuer in January 2007⁽²⁵⁾. However, no documentation has been submitted to this effect. The municipal authorities have been claiming that the market price would be in the range between NOK 80 and 115 per square metre in the area, based on sales of similar properties between private parties in the region⁽²⁶⁾. In reply to the Authority's information injunction in the decision to open the formal investigation procedure, the Norwegian authorities have submitted a value assessment carried out by OPAK. OPAK's assessment concerns the land as zoned at the time of the contract, i.e. for industrial purposes and not for sports purposes, in accordance with the later zoning regulations. The assessment is not based on the exploitation method, but on the sales value, defined as 'the price that several independent interested parties are thought to be willing to pay at the

valuation date'. In the case at hand, this price has been established with reference to sales prices obtained for 'comparable properties in the area'. The assessment concludes that the market price cannot be established with certainty, but that it would likely be in the range of NOK 80 to 100 per square metre.

2.3. THE SALE OF TITLE NUMBERS 2/70 AND 2/32 TO BRYNE FOTBALLKLUBB

2.3.1. *The sales agreement*

By agreement dated 8 August 2003⁽²⁷⁾, Time Municipality transferred the title to Bryne stadium, title numbers 2/32 and 2/70, an area of approximately 53 000 square metres, to Bryne fotballklubb (Bryne FK)⁽²⁸⁾. The buildings on the land (including the football stand) already belonged to the football club and ground lease agreements were in place⁽²⁹⁾. One building not belonging to Bryne fotballklubb appears to remain on the land, and it was foreseen that the club would take over the municipality's rights under the lease agreement with the owner of the building⁽³⁰⁾.

Under Clause 2 of the Bryne agreement, title numbers 2/32 and 2/70 are transferred to Bryne FK without remuneration. Furthermore, the municipality covered all costs connected to the transfer of the property, such as parcelling, measuring etc. The titles comprise approximately 53 000 square metres, and the agreement expressly provided that it should, primarily, be used for sports purposes.

It follows from Clause 1 of the agreement that the football club had requested the titles to the land to be transferred. The purpose was to increase the club's assets, in order to allow it to upgrade the football pitch in compliance with applicable requirements for pitches to be used in Tippeligaen (the Norwegian Premier League). The memos drawn up by the municipality indicate that it was essential to the club to be able to pledge the property as collateral for debts, although its value was likely to be reduced through the contract provision that it may only be used for sports purposes.

In reply to the Authority's information injunction in the decision to open the formal investigation procedure, the Norwegian authorities have provided a value assessment of the stadium land as it stood at the time of transfer. The assessment was carried out by OPAK. OPAK arrives at a sales value of NOK 2 650 000, based on an assessment of the land as land to be used for sports facilities.

⁽²⁷⁾ Hereinafter referred to as 'the Bryne agreement'.

⁽²⁸⁾ Event No 413558, p. 29, and Norway's reply to the Authority's first request for information (Event No 427879, Annex 29). From the background papers from the sale, it appears that the municipality had, in turn, bought the land from the football club for NOK 1 million in 1996. The Authority has no further information on this sale.

⁽²⁹⁾ The ground lease agreements provided by Norway, Annexes 18 and 19 to Norway's reply to the Authority's first request for information (Event No 427879).

⁽³⁰⁾ See Annex 24 to Norway's reply to the Authority's first request for information (Event No 427879).

⁽²²⁾ Norway's comments to the Authority's opening decision, Event No 466024, footnote 9.

⁽²³⁾ Norway's comments to the Authority's opening decision, Event No 466024, Annexes 8 and 9.

⁽²⁴⁾ Event No 413558, pp. 16-17.

⁽²⁵⁾ See Event No 413558 (original complaint), repeated in Aksjonsgruppa's comments to Norway's reply, Event No 477440.

⁽²⁶⁾ Norway's reply to the Authority's first request for information (Event No 427879, Annexes 13 to 17).

The complainant has claimed that Bryne FK, in 2007, planned to sell the stadium to Forum Jæren for NOK 50 million. A new stadium was to be built at Håland, on land bought from Bryne Industripark AS (as referred to above). In reply to the Authority's request for information, the Norwegian authorities confirmed that a letter of intent had been signed between Bryne FK and Forum Jæren concerning title number 2/70, but were unable to produce a copy thereof. However, in 2008, these transactions seem to have been reversed as the construction costs for the planned stadium at Håland turned out to be significantly higher than expected⁽³¹⁾.

2.3.2. Bryne FK

The recipient of the land, Bryne FK, is a local football club, currently playing in the so-called 'Adecco League' (1st division). Bryne FK is registered in the company register as a non-profit organisation⁽³²⁾, but the football club has also set up a limited company, Bryne Fotball AS.

According to the information provided by the Norwegian authorities⁽³³⁾, in 2001 the club and the limited company entered into a cooperation agreement based on a standard agreement elaborated by the Norwegian Football Association for cooperation between the commercial and non-commercial divisions of a team. Under the terms of the agreement⁽³⁴⁾, the limited company, named Bryne Fotball ASA at the time, was in charge of the following economic activities: sponsorship agreements, the sale of media and television rights and advertising space, the sale and licensing of supporter paraphernalia, the use of coaches and players for advertising purposes, commercial exploitation of the club's name and logo, ticket sales for the club's home matches, and contracts concerning bingo operations. Bryne FK, on the other hand, was responsible for all sports related matters such as training and the selection of teams, the calendar of matches and the matches as such, travel arrangements for players, rights and obligations vis-à-vis players, members, other organisations and government agencies, as conferred on the club by the regulations and by laws of the sports associations, membership fees and minor commercial activities such as raffles organised during matches, and the operation of the stadium.

Under the cooperation agreement Bryne Fotball ASA was financially responsible for the players⁽³⁵⁾. Furthermore, Bryne Fotball ASA paid the purchase price for players, or, alternatively, a price to Bryne FK when a player was promoted to the elite

team from one of the club's junior teams. The limited liability company would also keep the net profits when these expenses were paid. Finally, the limited liability company paid a fee of NOK 150 000 to Bryne FK per year for renting the stadium, as well as NOK 10 000 per official football match, and a price for media rights, sponsorship rights, etc.

However, in order to comply with NFF's general rules, the players' employment contracts were formally entered into by Bryne FK, and the club was also, formally, the party to contracts concerning the sale, purchase and hiring of players. In addition, the club was responsible for the management of a purely sporting nature (such as training, selection, etc.).

In spring 2004, the club and the company re-organised. All activities in Bryne ASA were transferred to Bryne FK, and Bryne Fotball ASA changed company status and became Bryne Fotball AS, whose only purpose was paying off debts. The debts seemed to have been paid in 2006⁽³⁶⁾. Thus, currently, all activities, economic or not, are carried out within Bryne FK.

3. COMMENTS BY THE NORWEGIAN AUTHORITIES

The Norwegian Government has submitted comments to the decision to open the formal investigation procedure.

3.1. COMMENTS TO THE SALE OF TITLE NUMBERS 1/152, 1/301 AND 1/630 TO GRUNNSTEINEN AS

With their comments, the Norwegian authorities also submitted a value assessment of the property, including a valuation of the price of the underground parking spaces.

The Norwegian authorities take the view that the property was not given away without remuneration; the municipality was remunerated through the construction of the underground car park. Thus, there would be no State aid if the cost of the construction of the parking spaces corresponds to at least the value of the properties transferred to Grunnsteinen AS.

In that respect, the Norwegian authorities point to the value assessment carried out by OPAK, arriving at a value in the range of NOK 4 510 000 to NOK 5 636 000 for the properties transferred to Grunnsteinen, taken as a whole. Furthermore, OPAK estimates the cost of construction of the parking spaces in the underground car park to around NOK 8 450 000, based on experience from similar projects, which is normal industry practice. The Norwegian authorities also point out that the construction company Skanska, on the same basis, estimated the construction costs of one parking space to NOK 150 000, or NOK 9 750 000 for 65 parking spaces.

⁽³¹⁾ Bryne FK's comments to open the formal investigation procedure (Event No 485026).

⁽³²⁾ Norway's reply to the Authority's first request for information (Event No 427879, Annex 21).

⁽³³⁾ Norway's comments to the decision to open the formal investigation procedure, letter dated 21 February 2008 (Event No 466024).

⁽³⁴⁾ Annex 13 to Norway's comments to the decision to open the formal investigation procedure, letter dated 21 February 2008 (Event No 466024).

⁽³⁵⁾ The limited liability company was paying the players' salaries, as well as salaries for physiotherapists, coaches and other supporting personnel; the employer's social security contribution; purchase and maintenance of the equipment necessary for training and matches; training sessions; and, finally, travel costs for the teams in connection with away matches.

⁽³⁶⁾ Norway's reply to the Authority's first request for information (Event No 427879, Annex 22).

Based on these figures, the Norwegian authorities submit that the cost of the car park more than offsets the value of the property, and, thus, that no State aid is involved.

3.2. COMMENTS TO THE SALE OF TITLE NUMBER 4/165 TO BRYNE INDUSTRIPARK AS

As regards the sale of title number 4/165 to Bryne Industripark AS, a value assessment carried out by OPAK has, again, been submitted. The Norwegian authorities have pointed out that OPAK has assessed the land in accordance with applicable regulations at the time, i.e. undeveloped land reserved for industrial purposes in the general municipal plan, but not subject to a detailed zoning plan. The Norwegian authorities submit that it is immaterial that a proposal for a detailed zoning plan had been submitted and later withdrawn, and that the area was later rezoned for sports purposes, as long as there was no applicable zoning plan at the time of the transaction.

Against this background, the Norwegian authorities underline that the price actually paid by Bryne Industripark, NOK 4 700 000 (corresponding to NOK 83 per square metre), falls within the acceptable price range according to OPAK's value assessment, i.e. NOK 4 510 000 to NOK 5 636 000 (or NOK 80 to 100 per square metre). Acknowledging that the price paid is in the lower range of the acceptable price interval arrived at by OPAK, the Norwegian authorities nevertheless submit that no aid can be involved as long as the price paid does not significantly deviate from the estimated values, as the value of undeveloped land which is not subject to a zoning plan is, in any event, uncertain.

3.3. COMMENTS TO THE SALE OF TITLE NUMBERS 2/70 AND 2/32 TO BRYNE FK

With respect to the sale of title numbers 2/70 and 2/32, the Norwegian authorities have argued that the first question to be assessed is whether an economic advantage was granted to Bryne FK through the transaction. In the enclosed value assessment, OPAK has estimated the value of the property on which the stadium is built to being in the range of NOK 2 385 000 to NOK 2 915 000. As no remuneration was paid for the property, the Norwegian authorities acknowledge that Bryne FK has received an economic advantage corresponding to the value of the property, as established by OPAK.

Notwithstanding the advantage granted to Bryne FK, the Norwegian authorities submit that the transaction did not involve aid within the meaning of Article 61(1) of the EEA Agreement. In their opinion, Bryne FK, at the time of the transaction, was not an undertaking within the meaning of the EEA State aid rules. This point of view is based on the club's organisational structure at the time of the transaction: At that time, Bryne FK was only engaged in non-commercial and non-professional activities, whilst the commercial activity and the economic risks and benefits related to the club's professional football team took place within Bryne Fotball ASA.

As for any possible State aid to Bryne Fotball ASA, Norway claims that this was excluded through the terms of the cooperation agreement. According to the agreement, Bryne Fotball ASA was required to pay an annual fee of NOK 150 000 to Bryne FK for the use of the stadium, plus NOK 10 000 per official match. Thus, the agreement would ensure that the economic advantage resulting from the transfer of the land would benefit Bryne FK exclusively.

With regard to the merger of Bryne Fotball ASA and Bryne FK, which took place around half a year after the transfer of the property, the Norwegian authorities submit that it cannot be assumed that, as a result of the merger, the advantage granted by the municipality will automatically accrue proportionately to the commercial activities of the club. Instead, the current economic activities must be analysed in detail in order to establish a distribution key between the economic and non-economic activities.

4. COMMENTS BY THIRD PARTIES

4.1. COMMENTS BY BRYNE FK

Bryne FK has provided comments concerning the transfer of the property and the club's organisational structure and activities.

The club explains, in line with what has been set out above, that its organisational structure changed when Bryne FK and Bryne Fotball ASA merged in 2004. Currently, all activities take place within Bryne FK. However, the club has entered into a back-to-back agreement with the company Klubbinvest AS, which bears the financial risk for the contracts with the professional footballers.

Furthermore, the club points out that it had negative results in 2005, 2006 and 2007, and that the main part of its activities is non-commercial, primarily related to young football players. Of a total number of 2 047 hours of activity in the club⁽³⁷⁾, the economic activity only accounts for around 230 hours, or 11 per cent of the total. All non-economic activities take place on the facilities located on the land transferred to the club through the agreement dated 2003.

As regards the transfer of the title to the stadium premises, the club underlines that only the land was transferred in 2003, as the club already owned the buildings and facilities. Moreover, the club refers to a lease agreement entered into by Time Municipality, in its capacity as the former owner of the property, whereby a certain area on the transferred land is reserved for parking for a period of 99 years. The club takes the view that the long term lease agreement significantly reduces the value of the property, and that this was not taken into account by OPAK.

⁽³⁷⁾ Based on a table provided by Bryne FK (incorporated in Event No 485026), showing the number of hours of activity broken down by age group, month and type of activity (training, match, etc.).

In the view of the club, Bryne FK was not an undertaking at the time of transfer of the land, due to the organisational structure at that time and the cooperation agreement, described above. As the question of aid should be assessed at the time of transfer, no State aid is involved. As for the value of the property, the club notes that, due to the negative value of the lease contract reserving parts of the land for parking, the real value of the transferred land is significantly lower than what OPAK concludes. Therefore, should the Authority conclude that the transfer does entail aid, any aid element may, therefore, be *de minimis*.

4.2. COMMENTS BY THE FOOTBALL ASSOCIATION OF NORWAY

The Norwegian Football Association (NFF) has submitted comments pertaining to the organisation of Norwegian football in general, while refraining from specifically commenting the case at issue.

The association explains that it is one of Norway's largest non-profit organisations, counting more than 500 000 members, including 400 000 active football players. Recruitment and development of players at all levels is the core activity of the association.

NFF, therefore, endeavours to ensure that adequate facilities exist throughout the country.

NFF points out that, in principle, it is a public responsibility to offer and organise sports activities for children and young people in their local environment. Thus, the construction of new facilities requires the contribution of the sporting community as well as of the public authorities. In reality, NFF believes that the clubs' contribution to the public task is quite substantial, although it has never been quantified. An additional benefit of its efforts towards children and youth is the creation of a channel for mobility between grassroots football and professional football. Solidarity with local clubs is always an important objective, even when revenues are generated through the sale of media rights at the national or European level.

4.3. COMMENTS BY VÅLERENGA FOTBALL

Vålerenga Fotball, through its legal representative Selmer Law firm, has submitted general comments on the question of transfer of land to football clubs for the purpose of building football facilities. According to Vålerenga, this issue is of practical importance and is likely to reappear in the future.

Against this background, the club points to 6 issues which may be of importance when dealing with such cases. Firstly, it points to the importance of keeping separate accounts between the commercial and the non-commercial part of the club. Secondly, Vålerenga claims that a club owning a stadium which is rented out, may still fall outside the definition of an undertaking provided that it only operates as a 'passive owner'.

Thirdly, Vålerenga takes the view that there is presumption that the construction and operation of football stadiums does not affect trade. Fourthly, it is submitted that football stadiums can be viewed as social infrastructure. Fifth, the market rent for a football stadium should be established on the basis of what buyers are willing to pay, not on the basis of whether the investment will be amortised. Sixth, the obligation to build and operate a football stadium attached to the transferred land has a negative value, which means that there is no economic advantage for the club.

II. ASSESSMENT

1. THE PRESENCE OF STATE AID

Article 61(1) of the EEA Agreement reads as follows:

'Save as otherwise provided in this Agreement, any aid granted by EC Member States, EFTA States or through State resources in any form whatsoever which distorts or threatens to distort competition by favouring certain undertakings or the production of certain goods shall, in so far as it affects trade between Contracting Parties, be incompatible with the functioning of this Agreement.'

It follows from this provision that, for State aid within the meaning of the EEA to be present, the following conditions must be met:

- the aid must be granted through *State resources*,
- the aid must favour certain undertakings or the production of certain goods, i.e. the measure must confer an *economic advantage* upon an *undertaking*,
- the measure must be *selective* within the meaning of the EEA Agreement,
- the aid must be capable of *distorting competition* and *affecting trade* between contracting parties.

Whether these conditions are met must be assessed individually with respect to each of the transactions described above.

2. THE SALE OF TITLE NUMBERS 1/152, 1/301 AND 1/630 TO GRUNNSTEINEN AS

In the decision opening the formal investigation procedure, the Authority expressed doubts as to whether the transaction took place on market terms. The Authority recognised that, as a matter of principle, a transaction whereby the price paid for the property consists of an obligation to construct an underground property for the municipality, may take place on market terms. However, for the Authority to verify that this was the case, a value assessment of the property would have to be carried out and the market price of the construction of parking spaces would have to be established in a reliable manner.

Furthermore, in the opening decision, the Authority pointed out that the value assessment submitted by the Norwegian authorities at that point, which was carried out by Eiendomsmegler 1, only covered one of the titles in question. The Authority also questioned the reliability of the value assessment of title number 1/630, as the assessment did not set out the method applied or mention the characteristics of the property which were decisive for the conclusion.

The Authority also found that the transaction affected trade and competition in the EEA.

Following the Authority's opening decision, the Norwegian authorities have submitted a new value assessment of the properties, as well as a valuation of the construction costs of the parking spaces, carried out by OPAK. The Authority observes that Grunnsteinen cannot be held to have received any advantage if it can be demonstrated that the value of the property was equal to or lower than the negative value of the obligation to construct the underground car park. In order to examine whether that was the case, it is necessary to assess the reliability of the OPAK report with reference to the method set out in its Guidelines on State Aid Elements in the Sale of Land and Buildings by Public Authorities.

2.1. ASSESSMENT OF THE OPAK REPORT

According to the Guidelines on State Aid Elements in the Sale of Land and Buildings by Public Authorities, the market value of the property should be established on the basis of generally accepted market indicators and valuation standards by an asset valuer of good repute, who should be independent in carrying out his tasks. Finally, the economic disadvantage of special obligations should be evaluated separately and may be set off against the purchase price ⁽³⁸⁾.

Asset valuer of good repute

The valuation report was carried out by OPAK, a company active in construction management, services to home-owners' societies and asset valuation. The report in question was elaborated by Mr Jacob Aarsheim.

The State Aid Guidelines provide that an 'asset valuer' is a person of good repute who has obtained an appropriate degree at a recognised centre of learning or an equivalent academic qualification and has suitable experience and is competent in valuing land and buildings in the location and of the category of the asset.

The Norwegian authorities have explained that OPAK, and Mr Aarsheim in particular, have considerable experience in the valuation of properties of this category in the Jæren area.

⁽³⁸⁾ Guidelines on State Aid Elements in the Sale of Land and Buildings by Public Authorities, Sections 2.2(a) to (c).

Their assertions are substantiated by the curriculum vitae of Mr Aarsheim, which has been enclosed to the Norwegian authorities' comments to the Authority ⁽³⁹⁾. In addition to extensive experience, Mr Aarsheim is educated in construction technology. Thus, there is no reason to believe that OPAK and Mr Aarsheim do not meet the criteria laid down in the guidelines and are of good repute.

Independence of the asset valuer

The State Aid Guidelines state that: 'The valuer should be independent in carry out his tasks, i.e. public authorities should not be entitled to issue orders as regards the result of the valuation'.

The report refers to the purpose of the assessment, the presence of Mr Aarsheim and one other person from OPAK at the time of visiting the property. A detailed explanation on the method applied is also attached. Against this background, the Authority sees no reason to doubt that the asset valuer carried out his assignment in full independence within the meaning of the guidelines.

Evaluation of the market value on the basis of generally accepted indicators and valuation standards

The guidelines define 'market value' as the 'price at which land and buildings could be sold under private contract between a willing seller and an arm's length buyer on the date of valuation, it being assumed that the property is publicly exposed to the market, that market conditions permit orderly disposal and that a normal period, having regard to the nature of the property, is available for the negotiation of the sale'.

The OPAK report sets out, inter alia, the following bases and assumptions:

- the owner is positive to the sale,
 - that the property can be freely marketed for sale, over a normal period of time,
 - that buyers who are willing to pay abnormally high prices due to 'special interests' are not taken into account,
- [...]
- the evaluation is carried out in accordance with OPAK's routines for value assessments and value assessment courses provided by the UiS.

⁽³⁹⁾ Norway's comments to the Authority's opening decision, Event No 466024, p. 8 and Annex 5 (CV).

As the building on the property is condemned and must be demolished, OPAK has assessed the value of the titles as land not built on. The methodology applied, referred to as the 'land cost method', is explained as follows:

'The valuation of property depends on their expected use and development potential, including expected profits. A direct parameter for this is land costs, i.e. the difference between the market value of the fully developed property and total construction including profit margin, but excluding the land cost; divided by the number of square metres of indoor floor area, excluding basements' ⁽⁴⁰⁾. Furthermore, it is explained that land cost will depend on the demand for buildings in the area, construction costs, and applicable zoning regulations. In making this assessment, experience from sales of comparable land in the area will also be considered.

In application of this method, the OPAK report arrives at a price of NOK 3,2 million as a reasonable estimate of the sales price.

The Authority has previously found, in its decision pertaining to the sale of the University Library building in Oslo, that the land cost method is an acceptable method for plots of land without existing buildings ⁽⁴¹⁾. The Norwegian Association of Valuers (NTF), on their web pages ⁽⁴²⁾, primarily refer to other methods, such as net capitalisation method, the cash flow method and the technical worth method. However, these methods presuppose that there is an existing building on the land. The building on the property in question being condemned, the Authority finds that the land cost method is an acceptable valuation method for the three titles in question.

The economic disadvantage of special obligations

According to the guidelines, '[s]pecial obligations that relate to the land and buildings and not to the purchaser or his economic activities may be attached to the sale in the public interest provided that every potential buyer is required, and in principle is able, to fulfil them, irrespective of whether or not he runs a business or of the nature of his business. The economic disadvantage of such obligations should be evaluated separately by independent valuers and may be set off against the purchase price'.

The Authority considers that the obligation to construct an underground car park is such a special obligation, which does not relate to the purchaser. Also, the demolition costs of the condemned building may be valued and set off following the same principles.

⁽⁴⁰⁾ OPAK's assessment of title numbers 1/152, 1/301 and 1/630 (Annex 3 to Event No 466024).

⁽⁴¹⁾ Authority's Decision No 170/05/COL of 29 June 2005 on Sales of Publicly Owned Properties — University Library Building and Part of Adjacent Property in Oslo.

⁽⁴²⁾ <http://www.ntf.no/naring.aspx>

As for the obligation to construct the underground parking spaces, the cost estimate is based on the guidelines issued by public authorities and an independent engineering institute ⁽⁴³⁾ requiring 25 square metres per parking space and experience of construction costs for underground car parks. OPAK states that this cost calculation method is normal industry practice. On this basis, OPAK arrives at a price of NOK 130 000 per parking space, or NOK 8 450 000 for 65 parking spaces, excluding VAT and land costs.

The demolition costs, including fees for waste collection and sorting, have been established on the basis of experience from similar demolition works. OPAK estimates that these costs may amount to NOK 150 000.

The Authority recalls that even though it is bound to assess the content of expert opinions submitted by external parties, it is not bound to engage its own external consultants ⁽⁴⁴⁾. Having examined the cost calculations, carried out by an independent expert with sufficient technical knowledge within the framework of a value assessment of the property as such, and on the basis of inspection of the premises, the Authority takes the view that these calculations comply with the State aid guidelines. The costs as estimated may, thus, be offset against the purchase price.

2.2. CONCLUSION ON THE STATE AID ELEMENT IN THE SALE OF TITLE NUMBERS 1/152, 1/301 AND 1/630 TO GRUNNSTEINEN AS

Based on the above assessment of the OPAK report, the Authority concludes that since the economic disadvantages of the obligation to construct the underground parking spaces and the cost of demolishing the condemned building are estimated to amount to NOK 8,6 million in total, and the value of the property is estimated to NOK 3,2 million, the transaction does not confer any economic advantage on Grunnsteinen AS. As the negative value of the economic disadvantages significantly exceeds the positive value of the property, this conclusion is not influenced by any reasonable error margin or the fact that OPAK states that the valuation of such properties is indeed uncertain.

The Authority observes, however, that the difference in value between the obligation that Grunnsteinen takes on and the value of the property is so significant that it might indicate that the market value arrived at by OPAK could be uncertain. However, given the significant discrepancy, even a sizeable readjustment of the values found by OPAK would not lead the conclusion that Grunnsteinen has received an advantage.

Against this background, the Authority concludes that the transfer of title numbers 1/152, 1/301 and 1/360 to Grunnsteinen did not involve State aid within the meaning of Article 61(1) EEA.

⁽⁴³⁾ Norges byggforskingsinstitutt and Statens vegvesen.

⁽⁴⁴⁾ Case T-274/01 *Valmont v Commission* [2004] ECR II-3145, paragraph 72.

3. THE SALE OF TITLE NUMBER 4/165 TO BRYNE INDUSTRIPARK AS

In the decision to open the formal investigation, the Authority expressed doubts that the price of NOK 4,7 million for the 56 000 square metres property corresponded to the market price. The Authority's doubts were based, *inter alia*, on the fact that the municipality stated that the property had been sold at cost, a policy later departed from as it was believed to lead to land being sold off too cheaply. Furthermore, as no value assessment had been carried out, the Authority was not convinced by the comparison made to sales of other properties in the region.

In reply to the Authority's information injunction in the opening decision, the Norwegian authorities have submitted a value assessment of the property carried out by OPAK. Thus, it falls to be considered whether the assessment submitted meets the standards laid down in the Authority's guidelines.

3.1. ASSESSMENT OF THE OPAK REPORT

According to the Authority's State aid guidelines, the market value of the property should be established on the basis of generally accepted market indicators and valuation standards by an asset valuer of good repute, who shall be independent in carrying out his tasks.

Asset valuer of good repute

The qualifications and reputation of OPAK, and of Mr Aarsheim in particular, have been assessed above. In light of that assessment, the Authority finds that the report pertaining to title number 4/165 was also carried out by an asset valuer of good repute.

Independence of the asset valuer

The Authority has not seen any indications that the asset valuer was not independent. Mr Aarsheim belongs to a well-known asset valuation company having no formal links with the municipality. The report also sets out the purpose of the assessment, and confirms that Mr Aarsheim has visited the property and describes the method applied in detail. On that basis, the Authority has no reason to doubt that the assessment was carried out in full independence of any orders from the municipality with respect to the result of the valuation.

Evaluation of the market value on the basis of generally accepted indicators and valuation standards

As described above, OPAK sets out a number of assumptions for its valuations, including the assumption that the seller is willing to sell and that the property may be marketed over a normal period of time.

OPAK has assessed the value of the property on the basis that it was not subject to a zoning plan, only to a general reservation for industrial purposes. The reason for this is that the proposed zoning plan as industrial land was withdrawn before the contract was signed, due to objections from the National Public Roads Administration⁽⁴⁵⁾. The zoning plan later adopted was, according to OPAK, very different from the plan which had been withdrawn, as the area was zoned for sports purposes, not for industrial purposes.

The report defines 'the sales value is the price that several independent potential buyers interested in the property are willing to pay at the date of the evaluation'. In contrast to the assessment of the properties transferred to Grunnsteinen, OPAK does not, in the case of Hålandsmarka, apply the land cost method or any of methods preferred by NTF with respect to buildings. Instead, the price is established through benchmarking with comparable plots of land sold in the area (comparative sales values).

OPAK states that comparable prices in the area range from NOK 80 per square metre (sale between a private party and the municipality) to NOK 115 per square metre (sale between two private parties). OPAK also refers to a reappraisal decision in Stavanger, which established a price of NOK 140 per square metre for plots reserved for home constructions in a very central location. According to OPAK, this would correspond to a price of around NOK 90 per square metre for the industrial area in question. OPAK recognises that market conditions are uncertain and, therefore, suggests that the market price would be between NOK 80 and NOK 100 per square metre, or between NOK 4 510 000 and NOK 5 636 000 for the whole area. Against that background, OPAK's estimate for the sales value is in the middle of that range, NOK 5 100 000.

In its opening decision, the Authority was sceptical of relying on the municipality's comparison with prices obtained for other properties in the area, *inter alia*, because it seemed that, despite the objections from the Public Roads Administration, the zoning plan for the area had already been adopted, and, therefore, that it would seem incorrect to compare the land to areas where no zoning plan existed. However, the Norwegian authorities have pointed out, in their comments to the opening decision, that the objections from the Public Roads Administration were known at the time of the sale and that, consequently, there was no zoning plan. Also, a zoning plan for the area was only adopted in August 2007, i.e. two years after the sales, and the area was then zoned for sports purposes. Although the subsequent chain of events was unknown to the parties at the time of the transaction, these facts support the conclusion that the withdrawal of the original zoning plan was genuine and that significant changes to it could be expected.

Therefore, the Authority finds the assumptions on which the OPAK report is based, i.e. that no zoning plan applied at the time of the sale, to be acceptable.

⁽⁴⁵⁾ Clause 1 section 3 of the sales agreement, Event No 428860.

As for the evaluation method applied by OPAK, the Authority points out that comparative sales values would appear as less accurate than other methods described by NTF, as the characteristics and expected use of the property are to a lesser extent taken into account. However, the Authority understands from OPAK's assessments that the land cost method, being closely linked to the maximum permitted exploitation of the land, cannot easily be used when no zoning plan exists. In this regard, it should be mentioned that NTF also mentions comparative sales values as one of the acceptable methods for the valuation of industrial land ⁽⁴⁶⁾.

Against that background, the Authority finds that the OPAK report must be held to be based on generally accepted indicators and valuation standards.

3.2. CONCLUSION ON THE STATE AID ELEMENT IN THE SALE OF TITLE NUMBER 4/165 TO BRYNE INDUSTRIPARK

The sales price to Bryne Industripark was NOK 4 700 000. This is in the lower range of the price range established by OPAK (NOK 4 510 000 to NOK 5 636 000), and somewhat lower than the estimated sales value of NOK 5,1 million.

It follows from the case law of the Court of First Instance that the Authority, in examining value assessments provided to it in the course of a State aid procedure concerning the sale of land and buildings by public authorities, must 'determine whether [the sales price] deviates sufficiently to justify a finding that there is a benefit' ⁽⁴⁷⁾ (emphasis added). Furthermore, the transaction at issue concerns undeveloped land not subject to a zoning plan, the value of which, according to OPAK, cannot be established with certainty. Thus, the real market value of the property could also be in the lower end of the price range established by OPAK, which would correspond to the price actually paid by Bryne Industripark. Against that background, the Authority concludes that it cannot be established that the sale of the property conferred a benefit on Bryne Industripark within the meaning of the State aid rules.

Thus, the transaction does not involve the granting of State aid, within the meaning of Article 61(1) EEA, to Bryne Industripark.

4. THE SALE OF TITLE NUMBERS 2/70 AND 2/32 (BRYNE STADION) TO BRYNE FK

In the decision opening the formal investigation procedure, the Authority expressed doubts that the transfer to Bryne FK for NOK 0 took place at market terms. Furthermore, the Authority considered that Bryne FK, on the basis of the information

available to it at the time, was likely to fall within the definition of an undertaking for the purpose of the State aid rules, carrying out economic activities capable of affecting intra-EEA trade. On that basis, the Authority took the preliminary view that the transaction could have involved State resources, conferred an advantage on an undertaking, and was capable of affecting intra-EEA trade.

New information has become available to the Authority through the formal investigation procedure.

In comments to the decision to open the formal investigation procedure and in reply to the Authority's information injunction, the Norwegian authorities have provided, firstly, a value assessment of the titles transferred, and, secondly, more information on the organisational structure of the football club at the time of the transaction. As regards the organisational structure, it has been pointed out that the club consisted of two entities, namely Bryne ASA and Bryne FK.

4.1. STATE RESOURCES

Article 61(1) of the EEA Agreement requires that a measure must be granted by the State or through State resources for it to be considered State aid.

The Authority recalls that, according to settled case-law, the definition of aid is more general than that of subsidy, because it includes not only positive benefits, such as subsidies themselves, but also state measures which, in various forms, mitigate the charges which are normally included in the budget of an undertaking and which thus, without being subsidies in the strict sense of the word, are similar in character and have the same effect ⁽⁴⁸⁾. The loss of income by the State in a sale under market value also falls within the notion of State resources.

Therefore, in order to determine whether State resources have been involved in the sale of title numbers 2/70 and 2/32 to Bryne FK, their market value must be determined. In case the municipality had sold them for a price below the market value, State resources in the form of income foregone would have been consumed.

The Norwegian authorities have submitted a value assessment of the land on which the stadium was built, carried out by OPAK. As above, the value assessment must be examined with regard to the Authority's guidelines.

⁽⁴⁶⁾ See footnote 42.

⁽⁴⁷⁾ Case T-274/01 *Valmont*, cited above, paragraph 45, and Joined Cases T-127/99, T-129/99 and T-148/99 *Diputación Foral de Alava* [2002] ECR II-1275, paragraph 85.

⁽⁴⁸⁾ See, in particular, Case C-143/99 *Adria-Wien Pipeline and Wietersdorfer & Peggauer Zementwerke* [2001] ECR I-8365, paragraph 38; Case C-501/00 *Spain v Commission* [2004] ECR I-6717, paragraph 90, and Case C-66/02 *Italy v Commission* [2005] ECR I-0000, paragraph 77.

Independent asset valuer of good repute

In assessing the report, the Authority notes that the same asset valuer, OPAK/Mr Aarsheim, has carried out this assessment. The Authority has already concluded that OPAK and Mr Aarsheim fulfil the requirement in the guidelines that the asset valuer should be of good repute. Furthermore, the Authority has no reason to believe that Mr Aarsheim was not independent in carrying out the assessment.

Evaluation of the market value on the basis of generally accepted indicators and valuation standards

In light of the special nature of the property in question, it is necessary to examine the method applied in some detail in order to determine whether the assessment has been made on the basis of generally accepted indicators and valuation standards.

The assessment contains, first, a description of the current use of the land, that is, a football pitch, a running track, training fields, a stand and training halls. The area is zoned for sports purposes in the applicable zoning plan, dated 28 October 1997. OPAK states that, as a starting point, the value of the land should be based on the permissible exploitation of the land. However, OPAK finds that since sports facilities are already built on the land, and, hence, there is no permissible exploitation, a different methodology must be applied. As the stadium has received gaming funds⁽⁴⁹⁾, OPAK refers to the conditions governing these funds, which provide that the facilities must be kept open and in use for 40 years, or else the funds must be reimbursed. Furthermore, in order to be able to assess the value of the land under an alternative zoning plan, the terms of such a plan would need to be known. Against this background, OPAK concludes that the stadium can only be assessed as property for development for sports facilities. The assessment is, therefore, based on a comparison with industrial land sold in the area, and a deduction is made on the basis that there are no revenue producing commercial areas in the current zoning plan. OPAK concludes that the market price would be in the range of NOK 2 385 000 to NOK 2 915 000, and estimates NOK 2 650 000 as the sales value.

The Authority notes, as a starting point, that the assessment is not based on any of the preferred methods set out by the Norwegian Asset Valuers' Association. Neither is it based on a direct comparison with similar properties.

However, the Authority recognises that a football stadium is a unique type of property and, as such, a direct comparison with other types of properties is difficult to make. Furthermore, the Authority considers that, given the absence of an alternative

zoning plan and the economic disadvantage resulting from the reimbursement obligation in case of a rezoning, a value assessment based on the current zoning plan would seem to best reflect the value of the land actually transferred. Finally, the Authority recognises the difficulty related to value assessments of properties zoned for sports purposes, which, under the current zoning rules, cannot be used as revenue producing commercial area. In these circumstances, the Authority finds the method applied by OPAK/Mr Aarsheim acceptable for estimating the market price, although any such price is, inevitably, tinged with uncertainty. For example, the Authority finds that the market value may well be further reduced by the fact that the club already had a lease agreement for the land, which, consequently, would constitute an encumbrance on the property for any other buyer. With these reservations, the Authority finds the report sufficiently detailed and substantiated to be taken to indicate, with a sufficient degree of certainty, what that value likely would be.

Since Time Municipality transferred the property to Bryne FK for the price of NOK 0 while it had an estimated value of approximately NOK 2 650 000, the Authority concludes that State resources were involved in this transaction.

4.2. ECONOMIC ADVANTAGE TO AN UNDERTAKING**(a) The presence of an economic advantage**

As the property was transferred to Bryne FK for NOK 0, there is a clear difference between the price paid and the likely market value of the property. The Authority thus concludes that the transaction confer an economic advantage on Bryne FK since the club did not have to pay for the land the value it had on market terms.

(b) Bryne FK as an undertaking for the purpose of the State aid rules

Next, it must be assessed whether Bryne FK should be considered as an undertaking for the purpose of the State aid rules. For that purpose, it should be recalled that the concept of an undertaking encompasses every entity engaged in economic activity, regardless of the legal status of the entity and the way in which it is financed, and that any activity consisting in offering goods and services on a given market is an economic activity⁽⁵⁰⁾.

Bryne FK has a professional or semi-professional team currently playing in the division below the premier league, and, at the time of the transaction, in the premier league. In the opening decision, the Authority's preliminary qualification of Bryne FK as an undertaking was based on the fact that some of its activities, notably the selling and buying of professional

⁽⁴⁹⁾ Gaming funds are the proceeds of the State-owned gaming company Norsk Tipping. According to the rules laid down by the Ministry of Culture and Church Affairs, such facilities must be kept open for 40 years from the date of completion. See the brochure 'Om tilskudd til anlegg for idrett og fysisk aktivitet — 2008', Chapter 4.9, http://www.regjeringen.no/upload/KKD/Idrett/V-0732B_web.pdf

⁽⁵⁰⁾ See the judgment of the EFTA Court in case E-5/07, *Private Barmehagers Landsforbund v EFTA Surveillance Authority*, paragraph 78, and Case C-218/00 *Cisal* [2002] ECR I-691, paragraph 23.

players, the provision of entertainment in the form of football matches, and the provision of advertising space, seemed to be offered on a market, and, therefore, were economic in nature. The Authority cannot see that new arguments capable of altering its conclusion have been advanced during the formal investigation procedure. Therefore, it must be concluded that as far as these activities are concerned, Bryne FK is an undertaking for the purpose of the State aid rules.

However, the Authority notes that 89 per cent of the total activities of Bryne FK, measured by the number of hours of activity, relates to non-professional football activities, notably the organisation of such activities for children and young people⁽⁵¹⁾.

According to the case law of the European Court of Justice, the practice of sports is subject to EEA law only in so far as it constitutes an economic activity in the meaning of the EEA Agreement. This would apply to activities of professional or semi-professional football players offered in the market⁽⁵²⁾. As mentioned above, these activities were concentrated within the company Bryne ASA. On the other hand, the activities offered by Bryne FK to 600 young football players in the club are mainly run on a non-profit basis and to a great extent on the basis of voluntary work by parents and others⁽⁵³⁾.

Next, it should be noted that, in the practice of the European Commission, it has been established that the provision of such sports activities for the benefit of children and young people, does not constitute economic activities for the purpose of the State aid rules. In a case concerning public support to sports activities organised by professional sports clubs for young people in France, the Commission found that the support to the civic, academic and sports related education of young people could be considered as a general tasks incumbent on the State in the field of education. To the extent that this education took over from what was formerly known as 'sports studies', while preserving the general characteristics and organisation, the support in question would benefit activities in the field of education and, thus, outside the field of competition. Moreover, some of the supported activities were aimed at reducing violence amongst supporters and on neighbourhood activities. The Commission found that such activities could be defined as contributing the civic education in the broad sense. Thus, it concluded that the measures in question were comparable to educational activities which would be the responsibility of the national education system, one of the general tasks of the State⁽⁵⁴⁾.

In that regard, it should be noted that the Norwegian Football Association (NFF) has pointed out that, in principle, it is a

public responsibility to offer and organise sporting activities for children/youth in their local environment. The clubs, in cooperation with local authorities and the Association, take on a significant responsibility for the development of facilities and organisation of activities on all levels. Moreover, NFF has pointed out that the Norwegian authorities have repeatedly stressed the positive impact of football as a mechanism of social inclusion⁽⁵⁵⁾.

As the clubs, as pointed out by NFF, organise football activities for children and young people thus providing an educational complement in the field of sports and a channel for social inclusion and mobility, the Authority considers that the recreational football activities organised by Bryne FK can be considered as a task carried out in the general interest, similar to education activities. Thus, such activities do not constitute economic activities in the meaning of the State aid provisions of the EEA Agreement.

In light of the above, the Authority concludes that, with respect to its non-professional activities, Bryne FK cannot be considered an undertaking for the purpose of the State aid rules.

(c) No benefit to the economic activities of the club

The European Commission has found that, where a sports club carries out both economic and non-economic activities, no State aid will be present if the club, by means of separate accounting, ensures that the economic activities do not receive any advantage⁽⁵⁶⁾. The next step of the assessment must therefore be whether the advantage consisting in the transfer of a property for a price below the estimated market price, effectively benefited the economic activities of the club.

As a starting point, it should be noted that the club, at the time of the transaction, consisted of two legal entities, namely Bryne FK and Bryne Fotball ASA. The division of tasks and economic relations between the two entities were laid down in a cooperation agreement entered into by the club and the company in 2000.

Under the cooperation agreement between the two entities, Bryne Fotball ASA was responsible for carrying out economic activities such as sponsorship agreements, the sale of TV and media rights, the provision of advertising space in the stadium, the sale and licensing of supporter paraphernalia and commercial exploitation of the players and the club's name and logo, ticket sales for the club's home matches and agreements concerning bingo operations (Clause 2.1).

⁽⁵¹⁾ Event No 485026 (third party comments from Bryne FK).

⁽⁵²⁾ Case 13-76, *Donà v Mantero*, [1976] ECR 1333, paragraph 12.

⁽⁵³⁾ Event No 485026 (third party comments from Bryne fotballklubb).

⁽⁵⁴⁾ Case N 118/00 Subventions publiques aux clubs sportifs professionnels (France).

⁽⁵⁵⁾ Event No 484855, Third party comments from the Norwegian Football Association dated 3 July 2008.

⁽⁵⁶⁾ See the Commission's decision in case N 118/00, cited above.

Bryne FK, on the other hand, was responsible for all sporting activities, including trainings and matches, all official duties under the sporting regulations of NFF, miscellaneous activities related to fundraising for the non-professional part of the club, and the operation of the stadium, with the exception of advertising.

Although Bryne FK was formally the employer of professional players and supporting staff, and the formal contract party to agreements pertaining to the sale, purchase and renting of players, all financial obligations related thereto⁽⁵⁷⁾ were carried by Bryne Fotball ASA. Moreover, any net profits after coverage of any financial expenses would remain within Bryne Fotball ASA (Clause 4.2). Finally, administrative staff would be hired and paid by Bryne Fotball ASA (Clause 5.1).

Under the agreement, the stadium as such was the responsibility of Bryne FK. Bryne Fotball ASA should pay NOK 150 000 per year for the use of the stadium in general and NOK 10 000 per official match to Bryne FK (4.2). Bryne Fotball ASA was also to pay Bryne FK an annual fee for the right to exploit the club's name and logo, and the commercial exploitation of the players (Clause 4.3). Also, where the professional team used assets owned by Bryne FK, such as the stadium and the club's name and logo, the club was to be remunerated. Bryne FK asserts in its submission to the Authority that this was a market based premium although it has not provided any documentation with respect to the calculation of this premium.

By virtue of the cooperation agreement, Bryne FK could be said to carry out some additional fundraising activities, in particular renting out the stadium and its name and logo to Bryne Fotball ASA. These activities are of such a nature that, as a matter of principle, they may take place in a market in competition with other operators, thereby falling within the definition of an economic activity. However, in the case at hand, the effect of the payment from the limited liability company for its use of the stadium and the club's name and logo was to effectively ensure that no funding intended to benefit the recreational football activities accrued to the professional football activities. Thus, revenues which Bryne FK obtained through this arrangement appear to have been channelled back to the non-professional football activities taking place within Bryne FK.

As shown above, all costs pertaining to the professional team were paid by Bryne Fotball ASA, and that, where the professional team uses assets belonging to Bryne FK, the club is to be remunerated. It should also be noted that all commercial activities (such as advertising etc.) related to the professional

football take place within Bryne Fotball ASA⁽⁵⁸⁾. As noted above, under the agreement with Time Municipality, the stadium land was given to Bryne FK, not to Bryne Fotball ASA. In these circumstances, the Authority takes the view that the cooperation agreement ensures that any aid granted to Bryne FK did not benefit the professional football activities or any commercial activities related to it, as the accounts of these activities were kept separately from those of Bryne FK.

Furthermore, the Authority notes that Bryne FK has stated that all its own activities take place on the stadium property, of which the non-professional activities account for as much as 89 per cent. This would mean that the property is primarily used for the club's own core activities, i.e. offering recreational football activities in the local community, primarily to children and young people.

In these circumstances, the Authority finds that the revenue producing activities of Bryne FK clearly have an instrumental and ancillary character to the club's main objective⁽⁵⁹⁾.

In addition, with respect to the letting of the football stadium in particular, the Authority notes that the stadium in question has limited seating capacity and is not located in a major urban centre. Thus, it may seem that the use of the stadium would not be of significant interest to other parties than Bryne Fotball ASA, would produce modest revenues and, consequently, be of limited interest for profit-seeking private investors. Importantly, as the OPAK report specifically mentions that there are no commercial areas attached to it, the stadium area does not compete with shopping malls or office buildings in the region.

In spring 2004, i.e. about half a year after the transaction, Bryne Fotball ASA ceased its activities and the professional activities were transferred to Bryne FK. Moreover, Bryne FK has confirmed that the club does not keep separate accounts for the different types of activities within the club.

⁽⁵⁸⁾ The cooperation agreement applicable at the time implied that Bryne Fotball ASA, not Bryne FK, was responsible for sponsorship agreements, the sale of TV and media rights, the provision of advertising space in the stadium, the sale and licensing of supporter paraphernalia and commercial exploitation of the players and the club's name and logo. Also, Bryne Fotball ASA was responsible for ticket sales for the club's home matches. As for selling and buying professional players, although being listed among Bryne FK's tasks and responsibilities in clause 2.5 of the agreement, it was Bryne Fotball ASA that was responsible for the payment of the purchase price and the salaries to the players. Thus, it would seem that the activities qualified by the Authority as economic in nature and capable of affecting trade and competition within the EEA, took place within Bryne Fotball ASA at the time of the transaction.

⁽⁵⁹⁾ Commission case N 558/05 — Support to Establishments of Professional Activity (Poland). Furthermore, case N 234/07 Promotion of R & D & I (Spain), paragraph 38, also indicates that research organisations that do not primarily carry out economic activities may, nevertheless, carry out research on behalf of undertakings against remuneration without thereby being qualified as undertakings for the purpose of the State aid rules.

⁽⁵⁷⁾ These obligations concern in particular the payment of the purchase price for, and salaries and other emoluments to, players, coaches and supporting staff. The company was also to pay the social security tax for the employees, and cover the purchase and maintenance cost for equipment; training weekends; travelling costs incurred in connection with away matches and training, and the renting of pitches and venues.

Since the transfer of a property is a one-off transaction, the above assessment is based on the structure of the club at the time of the transaction. An assessment of the possible spill-over to the economic activities of the club following the merger would be warranted should there be any sign that the course of events was in fact aimed at circumventing the State aid rules by channelling the economic advantage via a non-economic entity. In the case at hand, the Authority has no indications that the subsequent merger of Bryne FK and Bryne Fotball ASA was planned at the time of the transfer, in any way linked to the club's acquisition of the land or otherwise designed to circumvent the EEA State aid rules.

The Authority therefore concludes that the support granted to Bryne FK through the transfer of the land on which the stadium was built did not benefit the economic activities of the club.

4.3. CONCLUSION ON THE TRANSFER OF TITLE NUMBERS 2/70 AND 2/32 TO BRYNE FK

In light of the above, the Authority concludes that the transfer of the property to Bryne KF did not involve State aid within the meaning of Article 61(1) EEA.

5. CONCLUSION

On the basis of the foregoing assessment, the Authority concludes that it can not be shown that any of the three transactions which are the object of this Decision involved State aid within the meaning of Article 61(1) of the EEA Agreement,

HAS ADOPTED THIS DECISION:

Article 1

The EFTA Surveillance Authority considers that the sale by the Municipality of Time of the properties registered under title numbers 1/151, 1/301, 1/630 (to Grunnsteinen); title number 4/165 (to Bryne Industripark AS) and title numbers 2/72 and 2/32 to Bryne FK did not constitute State aid within the meaning of Article 61 of the EEA Agreement.

Article 2

This Decision is addressed to the Kingdom of Norway.

Article 3

Only the English version is authentic.

Done at Brussels, 23 July 2009.

For the EFTA Surveillance Authority

Per SANDERUD
President

Kristján A. STEFÁNSSON
College Member

2011 SUBSCRIPTION PRICES (excluding VAT, including normal transport charges)

EU Official Journal, L + C series, paper edition only	22 official EU languages	EUR 1 100 per year
EU Official Journal, L + C series, paper + annual DVD	22 official EU languages	EUR 1 200 per year
EU Official Journal, L series, paper edition only	22 official EU languages	EUR 770 per year
EU Official Journal, L + C series, monthly DVD (cumulative)	22 official EU languages	EUR 400 per year
Supplement to the Official Journal (S series), tendering procedures for public contracts, DVD, one edition per week	multilingual: 23 official EU languages	EUR 300 per year
EU Official Journal, C series — recruitment competitions	Language(s) according to competition(s)	EUR 50 per year

Subscriptions to the *Official Journal of the European Union*, which is published in the official languages of the European Union, are available for 22 language versions. The Official Journal comprises two series, L (Legislation) and C (Information and Notices).

A separate subscription must be taken out for each language version.

In accordance with Council Regulation (EC) No 920/2005, published in Official Journal L 156 of 18 June 2005, the institutions of the European Union are temporarily not bound by the obligation to draft all acts in Irish and publish them in that language. Irish editions of the Official Journal are therefore sold separately.

Subscriptions to the Supplement to the Official Journal (S Series — tendering procedures for public contracts) cover all 23 official language versions on a single multilingual DVD.

On request, subscribers to the *Official Journal of the European Union* can receive the various Annexes to the Official Journal. Subscribers are informed of the publication of Annexes by notices inserted in the *Official Journal of the European Union*.

Sales and subscriptions

Subscriptions to various priced periodicals, such as the subscription to the *Official Journal of the European Union*, are available from our sales agents. The list of sales agents is available at:

http://publications.europa.eu/others/agents/index_en.htm

EUR-Lex (<http://eur-lex.europa.eu>) offers direct access to European Union legislation free of charge. The *Official Journal of the European Union* can be consulted on this website, as can the Treaties, legislation, case-law and preparatory acts.

For further information on the European Union, see: <http://europa.eu>

