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⁽¹⁾ Text with EEA relevance.

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IV

(Notices)

NOTICES FROM EUROPEAN UNION INSTITUTIONS, BODIES, OFFICES AND
AGENCIES

COUNCIL

COUNCIL DECISION

of 25 June 2019

**appointing the members and alternate members of the Management Board of the European
Foundation for the Improvement of Living and Working Conditions (Eurofound) for Lithuania,
Luxembourg and Slovenia**

(2019/C 216/01)

THE COUNCIL OF THE EUROPEAN UNION,

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

Having regard to Regulation (EU) 2019/127 of the European Parliament and of the Council of 16 January 2019 establishing the European Foundation for the improvement of living and working conditions (Eurofound) ⁽¹⁾, and in particular Article 4 thereof,

Having regard to the lists of nominations for appointment submitted to the Council by the Governments of the Member States and by the employees' and the employers' organisations,

Whereas:

- (1) By its Decision of 9 April 2019 ⁽²⁾, the Council appointed the members and alternate members of the Management Board of the European Foundation for the Improvement of Living and Working Conditions (Eurofound) for the period from 1 April 2019 to 31 March 2023.
- (2) The government of Luxembourg and the employers' organisation BusinessEurope have submitted nominations for several posts to be filled,

HAS ADOPTED THIS DECISION:

Article 1

The following are hereby appointed members and alternate members of the Management Board of the European Foundation for the Improvement of Living and Working Conditions (Eurofound) for the period ending on 31 March 2023:

I. GOVERNMENT REPRESENTATIVES

Country	Members	Alternate members
Luxembourg	Ms Nadine WELTER	Mr Gary TUNSCH

⁽¹⁾ OJ L 30, 31.1.2019, p. 74.

⁽²⁾ OJ C 135, 11.4.2019, p. 1.

II. REPRESENTATIVES OF EMPLOYERS' ORGANISATIONS

Country	Members	Alternate members
Lithuania		Mr Ričardas SARTATAVIČIUS
Slovenia	Mr Jože SMOLE	Mr Igor ANTAUER

Article 2

The Council shall appoint the members and alternate members not yet nominated at a later date.

Article 3

This Decision shall enter into force on the date of its adoption.

Done at Luxembourg, 25 June 2019.

For the Council

The President

A. ANTON

EUROPEAN COMMISSION

Euro exchange rates ⁽¹⁾

26 June 2019

(2019/C 216/02)

1 euro =

Currency	Exchange rate	Currency	Exchange rate
USD US dollar	1,1362	CAD Canadian dollar	1,4947
JPY Japanese yen	122,40	HKD Hong Kong dollar	8,8724
DKK Danish krone	7,4651	NZD New Zealand dollar	1,7004
GBP Pound sterling	0,89603	SGD Singapore dollar	1,5387
SEK Swedish krona	10,5435	KRW South Korean won	1 312,86
CHF Swiss franc	1,1113	ZAR South African rand	16,2802
ISK Iceland króna	141,50	CNY Chinese yuan renminbi	7,8139
NOK Norwegian krone	9,6733	HRK Croatian kuna	7,3956
BGN Bulgarian lev	1,9558	IDR Indonesian rupiah	16 097,68
CZK Czech koruna	25,486	MYR Malaysian ringgit	4,7124
HUF Hungarian forint	323,50	PHP Philippine peso	58,456
PLN Polish zloty	4,2627	RUB Russian rouble	71,6399
RON Romanian leu	4,7220	THB Thai baht	34,955
TRY Turkish lira	6,5500	BRL Brazilian real	4,3624
AUD Australian dollar	1,6277	MXN Mexican peso	21,7972
		INR Indian rupee	78,5705

⁽¹⁾ Source: reference exchange rate published by the ECB.

Opinion of the Advisory Committee on restrictive practices and dominant positions at its meeting on 20 March 2019 concerning a draft decision in Case AT.40436 — Ancillary Sports Merchandise

Rapporteur: Slovakia

(Text with EEA relevance)

(2019/C 216/03)

1. The Advisory Committee agrees with the Commission that the conduct covered by the draft decision constitutes an infringement of Article 101 TFEU and Article 53 of the EEA Agreement.
 2. The Advisory Committee agrees with the Commission's assessment in the draft decision as regards the duration of the infringement.
 3. The Advisory Committee agrees with the Commission that a fine should be imposed on the addressees of the draft decision.
 4. The Advisory Committee agrees with the Commission on the final amount of the fine, including its reduction based on paragraph 37 of the 2006 Guidelines on the method of setting fines imposed pursuant to Article 23(2)(a) of Regulation (EC) No 1/2003.
 5. The Advisory Committee recommends the publication of its Opinion in the *Official Journal of the European Union*.
-

Final Report of the Hearing Officer ⁽¹⁾
Case AT.40436 — ancillary sports merchandise
(Text with EEA relevance)
(2019/C 216/04)

- (1) The draft decision addressed to Nike European Operations Netherlands BV ('NEON'), Nike Barcelona Merchandising, S.L. (previously known as Futbol Club Barcelona Merchandising, S.L.) ('FCBM'), North West Merchandising Limited (previously known as Manchester United Merchandising Limited) ('MUML'), F.C. Internazionale Merchandising S.r.l. ('FCIM'), French Football Merchandising SASU ('FFM'), and Nike, Inc., finds that Nike ⁽²⁾ infringed Article 101(1) TFEU and Article 53 of the EEA Agreement through the implementation and enforcement of a series of agreements and practices aimed at restricting cross-border sales of licensed merchandise, both offline and online.
- (2) By decision of 14 June 2017, the Commission initiated proceedings within the meaning of Article 2(1) of Regulation (EC) No 773/2004 ⁽³⁾ against Nike, Inc. and all legal entities directly or indirectly controlled by it, and in particular against NEON and FCBM. By decision of 14 February 2019, the Commission adopted a further decision to initiate proceedings in accordance with that same article against FCIM, FFM and MUML.
- (3) On [...], Nike submitted a formal offer to cooperate ('Settlement Submission'). The Settlement Submission contained:
 - an acknowledgement, in clear and unequivocal terms, by the addressees of their joint and several liability for the infringement described in the Settlement Submission, including facts, legal caveats, the addressees' roles in the infringement and the duration of their participation in the infringement,
 - an indication of the maximum fine that the addressees would accept in the context of a cooperation procedure,
 - confirmation that the addressees had been sufficiently informed of the objections the Commission envisaged raising against them and that they had been given sufficient opportunity to make their views known to the Commission,
 - confirmation that the addressees had been granted sufficient opportunity to access the evidence supporting the potential objections and all other documents in the Commission's file, and that they did not envisage requesting further access to the file or to be heard again in an oral hearing, unless the Commission did not reflect the Settlement Submission in the statement of objections (the 'SO') and the decision, and
 - the addressees' agreement to receive the SO and the final decision pursuant to Articles 7 and 23 of Regulation (EC) No 1/2003 ⁽⁴⁾ in English.
- (4) On 14 February 2019, the Commission adopted the SO, to which Nike replied by confirming that the SO reflected the content of the Settlement Submission, reiterating its commitment to follow the cooperation procedure under the conditions of the Settlement Submission and declaring that it did not wish to be heard again by the Commission.
- (5) The infringements found and the fines imposed in the draft decision correspond to those acknowledged and accepted in the Settlement Submission. The amount of the fines is reduced by 40 % on the ground that Nike has effectively and timely cooperated with the Commission by: (i) taking steps to bring the infringement to an end by sending out letters of clarification to all its licensees and master licensees even before formal proceedings were opened and of its own initiative; and (ii) providing additional evidence to extend the case beyond its initial scope.

⁽¹⁾ Pursuant to Articles 16 and 17 of Decision 2011/695/EU of the President of the European Commission of 13 October 2011 on the function and terms of reference of the hearing officer in certain competition proceedings (OJ L 275, 20.10.2011, p. 29) ('Decision 2011/695/EU').

⁽²⁾ The undertaking comprising Nike, Inc. and those of its subsidiaries that are involved in the licensing and distribution of licensed merchandise in the EEA in the context of this case is referred to as 'Nike'.

⁽³⁾ Commission Regulation (EC) No 773/2004 of 7 April 2004 relating to the conduct of proceedings by the Commission pursuant to Articles 81 and 82 of the EC Treaty (OJ L 123, 27.4.2004, p. 18), last amended by Commission Regulation (EU) 2015/1348 of 3 August 2015 (OJ L 208, 5.8.2015, p. 3).

⁽⁴⁾ Council Regulation (EC) No 1/2003 of 16 December 2002 on the implementation of the rules on competition laid down in Articles 81 and 82 of the Treaty (OJ L 1, 4.1.2003, p. 1).

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- (6) In accordance with Article 16 of Decision 2011/695/EU, I have examined whether the draft decision deals only with objections in respect of which Nike has been afforded the opportunity of making known its views. I conclude that it does.
- (7) Overall, I consider that the effective exercise of procedural rights has been respected in this case.

Brussels, 21 March 2019.

Wouter WILS

Summary of Commission Decision**of 25 March 2019****relating to proceedings under Article 101 of the Treaty on the Functioning of the European Union
and Article 53 of the Agreement on the European Economic Area****(Case AT.40436 — Ancillary sports merchandise)***(notified under document number C(2019) 2172 final)***(Only the English text is authentic)****(Text with EEA relevance)****(2019/C 216/05)**

On 25 March 2019, the Commission adopted a decision relating to a proceeding under Article 101 of the Treaty on the Functioning of the European Union and Article 53 of the Agreement on the European Economic Area. In accordance with the provisions of Article 30 of Council Regulation (EC) No 1/2003 ⁽¹⁾, the Commission herewith publishes the names of the parties and the main content of the decision, including any penalties imposed, having regard to the legitimate interest of undertakings in the protection of their business secrets.

1. INTRODUCTION

- (1) The Decision is addressed to Nike, Inc., and certain of its subsidiaries (hereafter 'Nike') for infringing Article 101 of the Treaty on the Functioning of the European Union (the 'Treaty') and Article 53 of the Agreement on the European Economic Area ('EEA Agreement').
- (2) Between 1 July 2004 and 27 October 2017, Nike – in its role as licensor for certain football brands – participated in a single and continuous infringement which involved the implementation and enforcement within the EEA of a series of practices restricting active and passive cross-border sales of licensed merchandise.

2. CASE DESCRIPTION**2.1. The products concerned**

- (3) The Decision concerns Nike's activities as a licensor for the brands of certain football clubs and federations (jointly referred to as 'clubs'). It concerns products of a varied nature (mugs, bedsheets, stationery, toys, etc.) all of which bear the brands or colours of clubs, but not the Nike brands. These products are often referred to as licensed merchandise products.
- (4) To enable the manufacturing and sale of the licensed merchandise products, Nike grants manufacturing and distribution licences for the intellectual rights which it obtained from the clubs.
- (5) The grant of these manufacturing and licensing rights by Nike is done either directly to the party that distributes them ('licensee') or indirectly by means of a 'master licensee' who, in exchange for a certain commission, further sublicenses the rights to final licensees. Regardless of the system used, the conditions for the licence are typically included in an agreement also governing the distribution of the products on which the licensed intellectual property right will be applied. These agreements are generally:
 - a) Granting a non-exclusive licence: either explicitly stated in the agreement or implied because Nike reserves itself the right to appoint additional licensees;
 - b) For a specific territory, often a group of countries;
 - c) In exchange for a financial compensation (royalties) as compensation for the licence: the amount of royalties to be reported to Nike and paid is normally calculated as a percentage of the products' net sales during a certain period.
- (6) These licensing and master licensing agreements, and more broadly, the relationships that are built on the basis of those agreements, are the focus of the Decision.

⁽¹⁾ OJ L 1, 4.1.2003, p. 1.

2.2. Procedure

- (7) In September 2016, the Commission conducted unannounced inspections at Nike, Inc.'s European Headquarters in Hilversum, in the Netherlands.
- (8) By decision of 14 June 2017, the Commission initiated proceedings in accordance with Article 2(1) of Commission Regulation (EC) No 773/2004 ⁽²⁾ against Nike, Inc. and all legal entities directly or indirectly controlled by it. The purpose of the initiation of proceedings was to investigate whether Nike had in place agreements and/or applied practices preventing or restricting the sale of licensed merchandise in the EEA.
- (9) Subsequently, Nike submitted a formal offer to cooperate in view of the adoption of a decision pursuant to Article 7 and Article 23 of Regulation (EC) No 1/2003 ('settlement submission').
- (10) On 14 February 2019, the Commission adopted a statement of objections addressed to Nike. On 28 February 2019, Nike submitted its reply to the statement of objections.
- (11) The Advisory Committee on Restrictive Practices and Dominant Positions issued a favourable opinion on 20 March 2019.
- (12) The Commission adopted this Decision on 25 March 2019.

2.3. Summary of the infringement

- (13) A series of practices restricting active and passive cross-border sales of licensed merchandise were put in place throughout Nike's football merchandising business. These practices concerned both offline and online sales of licensed merchandise products throughout the EEA. Four main types of restrictions are covered by the Decision:
 - a) Direct measures restricting out-of-territory sales by licensees, such as (i) prohibitions of out-of-territory passive and active sales; (ii) obligations to refer orders for out-of-territory sales or queries to Nike; (iii) clauses clawing back royalties and revenues deriving from out-of-territory sales; and (iv) clauses imposing double royalties for out-of-territory sales;
 - b) Indirect measures restricting out-of-territory sales by licensees such as threats to end the agreements for those licensees selling outside their allocated territories;
 - c) Restrictive practices implemented vis-à-vis master licensees to compel them to stay within their territories and to enforce restrictions vis-à-vis their sub-licensees on behalf of Nike; and
 - d) Obligations to pass on the restrictions regarding out-of-territory sales through practices including at times prohibiting sales by licensees to third parties selling out-of-territory the licensed merchandise of Nike's clubs.
- (14) Through this set of practices, Nike restricted licensees' and master licensees' ability to sell licensed merchandise cross-border. This single and continuous infringement contributed to restoring the divisions between national markets and might have also led to a reduction in the choice available for consumers and to increased prices directly deriving from the lower level of competition. This conduct constitutes, by its very nature, a restriction of competition by object within the meaning of Article 101(1) of the Treaty.
- (15) The Decision also finds that the conduct does not meet the conditions for exemption provided for in Article 101(3) of the Treaty.

2.4. Addressees and duration

- (16) The Decision is addressed to Nike, Inc., the ultimate parent company of the Nike group of companies, as well as to certain of its subsidiaries involved in the merchandising business: Nike European Operations Netherlands B.V., F.C. Internazionale Merchandising S.r.l., French Football Merchandising SASU, Nike Barcelona Merchandising, S.L. (previously known as Futbol Club Barcelona Merchandising, S.L.), and North West Merchandising Limited (previously known as Manchester United Merchandising Limited).

⁽²⁾ OJ L 123, 27.4.2004, p. 18.

- (17) The duration of the single and continuous infringement spans the period during which the restrictions were present in Nike's agreements within the EEA, namely between 1 July 2004 and 27 October 2017 (date by which Nike had informed all its licensees and master licensees about the inapplicability of any out-of-territory restrictions in its agreements).

2.5. Remedies and fines

- (18) The Decision finds that Nike brought the infringement to an end on 27 October 2017 and requires Nike to refrain from any agreement or concerted practice which might have the same or a similar object or effect. The Commission also considers that the infringement was committed intentionally, and if not at least negligently, and that a fine needs to be imposed.

2.5.1. Basic amount of the fine

- (19) In setting the fines, the Commission in principle takes into account the value of sales during the last full business year of the undertaking's participation in the infringement. For the purposes of calculating the value of sales, the Decision uses the amount of royalties collected by Nike during the last full business year of each sponsorship agreement making up the infringement.
- (20) Out-of-territory restrictions, by their very nature, restrict competition within the meaning of Article 101(1) of the Treaty. However, vertical restraints are generally less harmful than horizontal ones. Taking into account these factors and the EEA-wide impact of the restrictions, the percentage of the value of sales to be used for calculating the fine is set at 8 %.

2.5.2. Aggravating or mitigating circumstances

- (21) There are no aggravating or mitigating circumstances in this case.

2.5.3. Specific increase for deterrence

- (22) The fine is increased by a 1,1 multiplier to ensure a deterrent effect on Nike, an undertaking with a particularly large worldwide turnover beyond the sales of licensed merchandise products to which the infringement related.

2.5.4. Application of the 10 % turnover limit

- (23) The calculated fine does not exceed 10 % of Nike's total worldwide turnover.

2.5.5. Reduction of the fine in view of cooperation

- (24) In order to reflect the effective and timely extent of the cooperation provided by Nike, in particular its acknowledgement of the infringement and the submission of additional evidence extending the case beyond its initial scope, the amount of the fine is reduced by 40 % pursuant to point 37 of the Guidelines on Fines.

3. CONCLUSION

- (25) Nike infringed Article 101(1) of the Treaty and Article 53 of the EEA Agreement by participating in a single and continuous infringement regarding licensed merchandise. The infringement covered the whole of the European Economic Area, and consisted in the implementation and enforcement of a series of agreements and practices aimed at restricting cross-border sales of licensed merchandise, both offline and online.
- (26) The final amount of the fine imposed on the undertaking Nike pursuant to Article 23(2)(a) of Regulation (EC) No 1/2003 for the single and continuous infringement is EUR 12 555 000.
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NOTICES FROM MEMBER STATES

International call for tender for the recording of gravimetric data using gradiometers and magnetometric data from the air for multiple clients in the Dinaric area of Croatia

(2019/C 216/06)

1. INTRODUCTION

In accordance with Article 125 of the Hydrocarbon Exploration and Exploitation Act (*Narodne Novine* (NN; Official Gazette of the Republic of Croatia) No 52/18), the Croatian Ministry of Environmental Protection and Energy ('the Ministry') invites all interested parties to submit tenders for the recording of gravimetric data using gradiometers and magnetometric data from the air, in accordance with the terms and conditions set out in this notice and in the tender documentation published on the websites of the Ministry — mzoe.gov.hr — and the Croatian Hydrocarbon Agency — www.azu.hr ('the Agency').

2. SUBJECT OF THE TENDER

The subject of this tender is the recording of gravimetric data using gradiometers and magnetometric data from the air for multiple clients (including the collection, processing and interpretation of data) in exploration blocks DI-13, DI-14, DI-15 and DI-16 in the Dinaric area of Croatia, with a view to exploring the hydrocarbon potential of the area (a map of the Dinaric area with coordinates is included in Annex 1), at no cost to the Ministry or the Agency.

The geographic extent of the proposed research is around 15 800 km².

Geological and geophysical data currently available, including geographical data and coordinates of the wider area, will be available to assist in planning the recording, final data processing and interpretation. These data will be provided by the Agency at the request of the prospective tenderer, subject to the signature of a confidentiality agreement.

Representatives of the Ministry and Agency will cooperate closely with the selected Company ('the Company') when planning the recording, selecting the parameters for recording and processing the data, and interpreting/evaluating all available data. The Ministry and Agency are entitled to monitor all stages of the project.

The selected Company will enter into a contract with the Ministry in accordance with the tender submitted and pursuant to the provisions and requirements laid down in this notice, the tender documentation and the Hydrocarbon Exploration and Exploitation Act.

The provisions of the Hydrocarbon Exploration and Exploitation Act and other applicable legislation apply to tendering, other issues related to tendering, and activities related to the recording of gravimetric data using a gradiometer and magnetometric data from the air in Croatia.

3. DESCRIPTION OF THE PROJECT

The aim of the project is to record, process and interpret gravimetric data recorded using a gradiometer and magnetometric data recorded from the air across the exploration blocks: DI-13, DI-14, DI-15 and DI-16 in the Dinaric area of Croatia. The proposed area is shown in Annex 1. It is located in the south of Croatia, along the border with Bosnia and Herzegovina and Slovenia and along the Adriatic coast. The Dinaric mountain range is part of the Alpine-Carpathian-Dinaric orogen and is made up of tectonic units originating from complex areas between the Adriatic plate to the south-west and Europe to the north-east.

This area is dominated by sparsely populated arable land with a few towns. The elevation is generally between 50 and 1 700 m above sea level.

The main objectives of the gravimetric and magnetometric data are:

- Identification and isolation/delineation of structures within sediment units;
- Identification of the main fault trends ('strike-slip faults');
- Definition of sedimentary rock base (or 'basement rock') - particularly in terms of depth and architecture;
- Definition of volcanic units that may be present in the area, including volcanic deposits in the sediment section and intrusive deposits in the base.

4. DRAFTING, SUBMISSION AND CONTENT OF TENDERS

The tenderer must bear all costs relating to the preparation and submission of their tender. Irrespective of the final result of the tender procedure, the Ministry shall not in any case be held liable for the costs incurred by each tenderer.

Tenders must comply with the administrative, formal, legal and technical requirements set out in the tender documentation.

Language

The official language of the tender procedure is Croatian.

Tenderers must submit their tenders in Croatian or in a foreign language accompanied by a certified translation into Croatian, with both versions having to comply with the rules on the preparation and submission of the tender as described in these tender instructions. All translations of documentation into Croatian must be certified by a sworn translator.

Submission of tenders

Tenders must be submitted in a sealed envelope or box containing:

- (a) the name and full address of the tenderer and
- (b) the following wording above the address of the recipient:

‘TENDER FOR THE COLLECTION OF NEW GEOPHYSICAL DATA FOR MULTIPLE OIL AND MINING COMPANIES — DO NOT OPEN’

and it should be sent to the following address:

Hydrocarbon Agency
Miramarska Cesta 24
10000 Zagreb
REPUBLIC OF CROATIA

Tenders must be submitted no later than 90 (ninety) days from the date of publication of the notice in the *Official Journal of the European Union*.

Details on the submission of tenders can be found in the tender documentation.

Validity of the tender

Tenders must be unconditional and remain valid for a period of one hundred and eighty (180) days from the closing date for submission of tenders.

Tender fee

Tenderers are required to pay a tender fee of one thousand euro (EUR 1 000,00), payable in either euro (EUR) or the equivalent in Croatian kuna (HRK) as converted using the middle rate of the Croatian National Bank at the date of payment. The tender fee must be paid to the following recipient: Republic of Croatia — Ministry of Finance, Katančičeva 5, 10000 Zagreb, IBAN HR1210010051863000160, model HR65, reference number 9733-49649-OIB [personal identification number] of tenderer.

Tender guarantee

Tenderers are required to submit a tender guarantee for an amount of fifty thousand euro (EUR 50 000,00) with their tenders. The tender guarantee will be payable if the tenderer withdraws from the tender during the validity period, provides false data, refuses to sign the contract or fails to provide a performance bond.

The tender guarantee must be drawn up in accordance with Annex 3 to the tender documentation.

The performance bond will be set at 10 % of the total cost of the project.

All other requirements regarding the submission of tenders are set out in the tender documentation.

5. CRITERIA FOR SELECTING THE MOST ADVANTAGEOUS TENDERER

In addition to applying the provisions of Article 19(1) of the Hydrocarbon Exploration and Exploitation Act in relation to national security, the criteria that will be taken into consideration in order to select the tenderer are as follows:

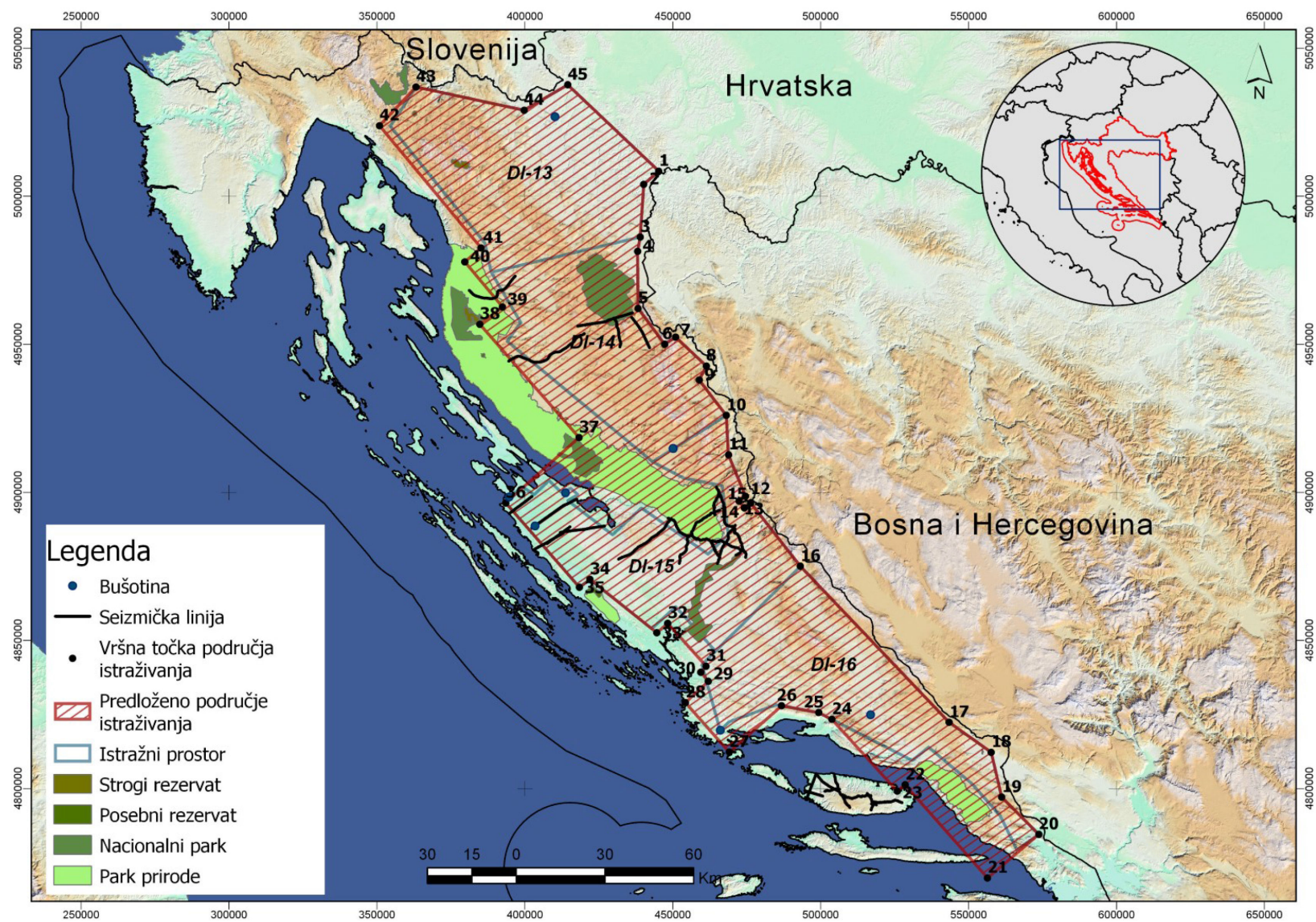
- a) the technical, financial and professional competence of the tenderer;

- b) how the tenderer intends to carry out the activities covered by the contract;
- c) the overall quality of the tender submitted;
- d) the financial conditions offered by the tenderer to carry out the activities of AGG and magnetometric data recording;
and
- e) any lack of efficiency or responsibility in any form displayed by the tenderer in other countries and in previous activities covered by a licence for the exploration and exploitation of hydrocarbons.

If, following an evaluation on the basis of the criteria under the Hydrocarbon Exploration and Exploitation Act, two or more tenders are of equal merit, other relevant, objective and non-discriminatory criteria shall be taken into account for the final decision.

ANNEX 1

PROPOSED MAP AND COORDINATES



Key

<i>Hrvatska</i>	Croatia
<i>Slovenija</i>	Slovenia
<i>Bosna i Hercegovina</i>	Bosnia and Hercegovina
<i>Legenda</i>	Legend
<i>Bušotina</i>	Borehole
<i>Seizmička linija</i>	Seismic line
<i>Vrsna točka područja istraživanja</i>	Peak point in research area
<i>Predloženo područje istraživanja</i>	Proposed research area
<i>Istražni prostor</i>	Exploration block
<i>Strogi rezervat</i>	Strict reserve
<i>Posebni rezervat</i>	Special reserve
<i>Nacionalni park</i>	National park
<i>Park prirode</i>	Natural park

Point No	HTRS96_E	HTRS96_N
1	445 296,01	5 008 476,31
2	440 212,73	5 004 022,25
3	439 014,47	4 986 214,35
4	438 099,06	4 981 386,72
5	438 297,50	4 962 138,24
6	447 227,21	4 950 033,5351
7	450 997,53	4 952 414,78
8	461 316,30	4 942 691,33
9	458 935,04	4 937 928,82
10	468 105,61	4 925 954,96
11	468 817,25	4 912 719,27
12	474 574,10	4 898 686,79
13	472 379,21	4 897 064,74
14	474 157,21	4 894 821,07
15	476 382,88	4 896 385,36
16	493 151,77	4 875 049,16
17	543 429,90	4 822 363,88
18	557 645,63	4 812 267,75
19	561 217,51	4 797 054,17
20	573 724,76	4 784 528,38
21	556 422,30	4 769 814,41
22	528 553,78	4 801 269,71
23	525 855,58	4 799 158,08

Point No	HTRS96_E	HTRS96_N
24	503 785,72	4 823 345,34
25	499 304,89	4 825 629,23
26	486 803,44	4 827 923,07
27	469 076,08	4 812 297,13
28	454 294,64	4 829 014,24
29	462 037,30	4 836 228,99
30	459 515,07	4 839 220,47
31	461 274,77	4 841 332,10
32	448 311,68	4 855 820,26
33	444 644,89	4 852 582,06
34	422 038,82	4 870 597,52
35	418 447,04	4 867 964,19
36	393 534,46	4 896 459,03
37	418 338,20	4 918 524,07
38	384 781,11	4 956 783,79
39	392 472,63	4 962 613,61
40	379 723,37	4 977 834,40
41	385 197,28	4 982 576,97
42	350 871,75	5 023 832,42
43	363 202,96	5 036 886,54
44	399 719,26	5 029 040,03
45	414 507,08	5 037 619,02

NOTICES CONCERNING THE EUROPEAN ECONOMIC AREA

EFTA SURVEILLANCE AUTHORITY

EFTA Surveillance Authority notice on State aid recovery interest rates and reference/discount rates for the EFTA States applicable as from 1 June 2019

(Published in accordance with the rules on reference and discount rates set out in Part VII of the Authority's State Aid Guidelines and Article 10 of the Authority's Decision No 195/04/COL of 14 July 2004 ⁽¹⁾)

(2019/C 216/07)

Base rates are calculated in accordance with the Chapter on the method for setting reference and discount rates of the Authority's State Aid Guidelines as amended by the Authority's Decision No 788/08/COL of 17 December 2008. To obtain the applicable reference rates, appropriate margins shall be added to the base rate in accordance with the State Aid Guidelines.

Base rates have been determined as follows:

	Iceland	Liechtenstein	Norway
1.6.2019 –	4,93	-0,53	1,47

⁽¹⁾ OJ L 139, 25.5.2006, p. 37 and EEA Supplement No 26, 25.5.2006, p. 1.

V

(Announcements)

OTHER ACTS

EUROPEAN COMMISSION

Publication of an application for approval of an amendment, which is not minor, to a product specification pursuant to Article 50(2)(a) of Regulation (EU) No 1151/2012 of the European Parliament and of the Council on quality schemes for agricultural products and foodstuffs

(2019/C 216/08)

This publication confers the right to oppose the amendment application pursuant to Article 51 of Regulation (EU) No 1151/2012 of the European Parliament and of the Council ⁽¹⁾ within three months from the date of this publication.

APPLICATION FOR APPROVAL OF NON-MINOR AMENDMENTS TO THE PRODUCT SPECIFICATION FOR A PROTECTED DESIGNATION OF ORIGIN OR PROTECTED GEOGRAPHICAL INDICATION

Application for approval of an amendment in accordance with the first subparagraph of Article 53(2) of Regulation (EU) No 1151/2012

‘RAGUSANO’**EU No: PDO-IT-1505-AM01- 9.10.2017****PDO (X) PGI ()****1. Applicant group and legitimate interest**

Consorzio per la tutela del formaggio Ragusano [Consortium for the Protection of Ragusano cheese] whose headquarters are based at Ragusa's Chamber of Commerce, Industry, Craft Trades and Agriculture: C.C.I.A.A. di Ragusa — Piazza della Libertà — 97100 Ragusa. Tel. +39 3461532330, email: consorzio-regusanodop@gmail.com certified email: certmail@pec.consorzio-regusanodop.it

The Ragusano Cheese Consortium is made up of ‘Ragusano’ cheesemakers. It is authorised to submit an amendment application under Article 13(1) of Decree No 12511 of the Ministry of Agricultural, Food and Forestry Policy of 14 October 2013.

2. Member State or Third Country

Italy

3. Heading in the product specification affected by the amendment(s)

- ☐ Product name
- ☒ Product description
- ☐ Geographical area
- ☒ Proof of origin
- ☒ Production method
- ☒ Link
- ☒ Labelling
- ☒ Other [In Article 1 of the specification, the word ‘protected’ has been added before the words ‘designation of origin’; Articles 1 to 4 have been deleted and Article 7 on the inspection body, which was not included in the current specification, has been added; provisions have also been added on how the cheese is to be marketed and packaged.]

⁽¹⁾ OJ L 343, 14.12.2012, p. 1.

4. Type of amendment(s)

- ☐ Amendment to the product specification of a registered PDO or PGI not to be qualified as minor within the meaning of the third subparagraph of Article 53(2) of Regulation (EU) No 1151/2012.
- ☒ Amendment to the product specification of a registered PDO or PGI for which a Single Document (or equivalent) has not been published and which cannot be qualified as minor within the meaning of the third subparagraph of Article 53(2) of Regulation (EU) No 1151/2012.

5. Amendment(s)

Product characteristics

In Article 3(f) of the specification, the minimum weight of the cheese has been amended.

The wording in the current specification:

‘Weight: varies from 10 to 16 kg according to the size of the cheese wheel;’

has been reworded as follows:

‘Weight: varies from 12 to 16 kg according to the size of the cheese wheel;’

This amendment increasing the minimum weight from 10 kg to 12 kg is required to adapt the specification to current production practice, which has become established over time.

In recent years, producers have chosen to produce larger cheeses. This choice better reflects the actual production practices for Ragusano, as in recent years Ragusano cheeses have invariably weighed a minimum of at least 12 kg.

Furthermore, the size of Ragusano has turned out to be one of the cheese’s distinctive characteristics that enable it to be immediately identified by the consumer, also in comparison to other similar cheeses that are never as large.

The maximum percentage of moisture has been increased from 40 % to 42 %.

The wording in the current specification:

‘Maximum moisture: 40 %’

has been reworded as follows:

‘Maximum moisture: 42 %’

The percentage of moisture has been increased to make the cheese softer, which consumers have proved to prefer.

Proof of origin

Article 5 ‘Proof of origin’, which was not included in the current specifications, has been added to ensure compliance with Article 7 (d) of Regulation (EU) No 1151/2012. Please find Article 5 below:

‘Article 5

PROOF OF ORIGIN

Each stage in the production process is monitored, with all inputs and outputs being recorded. This monitoring, which includes the relevant registers, overseen by the inspection body, kept by the producers and packaging establishments, plus the regular declarations of the quantities produced to the inspection authorities, guarantees the product’s traceability. All natural and legal persons recorded in the relevant lists are subject to checks by the inspection body, according to the terms of the specification and the corresponding inspection plan.’

Link

Article 6, ‘Link to the area’ has been added.

This article was not included in the current specifications but only in the summary sheet. The information added were therefore taken from the summary sheet and from the report entitled ‘Link to the area’ included in the documents submitted to the Commission. This information has been redrafted and added to ensure that the Article complies with the provisions of Article 7(1)(f) of Regulation (EU) No 1151/2012.

Please find Article 6 below:

‘Article 6

LINK TO THE AREA

The barn housing the cattle, the living area, hay loft and small cheesemaking area where the milk is made into cheese, constitute the limestone-built masserie that blend perfectly into the surrounding landscape, which is characterised by dry stone walls that unravel as far as the eye can see throughout the countryside. In the farmhouses (masserie) the cheesemaking technique used is artisanal: the wooden vat, paddle, tin-lined copper cauldron, sieve, crank, wooden moulds and small wooden laths for shaping the cheese are the simple but essential wooden and copper utensils. Ragusano is a natural product, whose qualities and specificities are intrinsically linked both to the characteristics of the raw material, i.e. the whole raw milk that captures the tastes of the pastures of the Ibleo plateau, which is rich in aromatic herbs, and to the tried and tested cheesemaking and ripening practices carried out by expert hands. Ragusano is produced during the fodder season, November-May, when the quality of the green fodder in the pastures is at its best. The natural pastureland of the Ibleo territory boosts over 100 fodder plants belonging to at least 20 different families. Each individual wild fodder plant from the Ibleo meadows makes its contribution to shaping the scents and tastes of Ragusano. The main fodder plants that are valued for their palatability to the cattle, impact on milk production and growth and nutritional qualities as fodder are *Anthemis arvensis*, *Medicago hispida*, *Scorpiurus subvillosus*, *Astragalus hamosus*, *Trifolium subterraneum*, *Calendula arvensis*, *Diploaxis erucoides* and *Sinapis arvensis*. The environment, milk, pasture and production method make Ragusano a very traditional cheese that, nevertheless, retains contemporary appeal, and its world, the masseria, can be described as a flowering of cultural heritage brought about by nature, history, economics and technological skill and knowledge; A whole variety of factors can influence the scent, taste, colour and nutritional qualities of traditional Ragusano. These factors can be defined as “characteristics attributable to bio-diversity”, precisely because their balanced synergy has for centuries produced a cheese that is unique throughout the world and intrinsically linked to the territory where it is produced. Ragusano is a living cheese, both in terms of the microbial population it contains and on account of all the enzymatic processes that can be observed as it matures during ripening. The definition of bio-diversity originates from this, and not just because these factors produce a cheese that stands out from other cheeses, but also and especially because it is alive in biological terms.

Among the main “characteristics attributable to bio-diversity” are the production area and the related macro- and micro-environmental conditions of the territory and the natural locations where the production processes take place (stockbreeding, cheesemaking and ripening facilities). The breeds stocked, the extensive farming system and the cows’ diet, which is principally composed of fodder growing wild on the pastures of the Ibleo plateau, also contribute to this bio-diversity. The traditional cheesemaking process also plays a decisive role, thanks to its specific qualities and procedure: namely the use of whole raw milk, the presence of natural microflora suitable for cheesemaking, the use of natural rennet and wooden and/or copper utensils. To this is added the process of moulding the cheese and the traditional ripening. It is obvious that these “characteristics” in fact constitute a whole host of natural processes, which are subject to a high degree of biological variability. And man, in this context, has to pit himself against nature on a daily basis to achieve the biological balance between the various processes, in order to guarantee the production of Ragusano that is of excellent quality.

The breed of cattle, their stage of lactation and the various biological cycles of the fodder plants that grow wild in the meadows of the Ibleo plateau, are responsible for the frequent variations in the quality of the milk and the variations in temperature and humidity that speed up or slow down the process of treating the milk and the maturation of the curd and of the cheese: all these macro- and micro-environmental conditions play a decisive role in the selection of Ragusano’s specific microflora.’

Production method

In point C of Article 3, the minimum ripening time has been added to the relevant section as this had been omitted from the current specification.

Also, the possibility has been added of ripening the cheeses using methods other than suspending them tied together with rope in pairs across beams.

The wording in the current specification:

‘The cheeses are ripened in ventilated premises and at a temperature that varies between 14 and 16 degrees centigrade, by tying the cheeses together in pairs with thin rope and hanging them up over suitable supports such as to ensure the total exposure of the entire surface of the cheese to air.’

has been reworded as follows:

‘The cheeses are ripened, for a minimum period of three months from when the cheese is moulded, in ventilated premises at a temperature that varies between 14 and 16 degrees centigrade.

During the ripening process, the cheeses may be tied together with ropes and strung in pairs over suitable supports such as to ensure the total exposure of the entire surface of the cheese to air.’

The current specification omits to lay down any minimum ripening times, so a period of three months (starting from when the cheese is moulded) has been set as the minimum ripening period to ensure the product is sufficiently mature.

As regards the amendment to the ripening methods, while stating that this phase in the production must take place in premises that are sufficiently ventilated, the producers have decided that methods other than hanging the cheeses in pairs with ropes over beams can be used. In recent years, producers have with great success tried ripening the cheeses by placing them on shelves made of rounded wooden slats designed in such a way as to ensure the air can circulate. In this way, without any detrimental effects on the characteristics of the cheese, its shape remains regular and more presentable and, most importantly, easier to cut into portions than cheese ripened in the traditional manner.

Furthermore, the above-mentioned ripening method allows a lesser quantity of salt to be used in that a higher percentage of salt is needed to make the cheese more resistant and less easily deformed when it is tied and hung up for ripening. This ripening method therefore enables producers to come up with a product with a lower salt content, which is much appreciated by consumers.

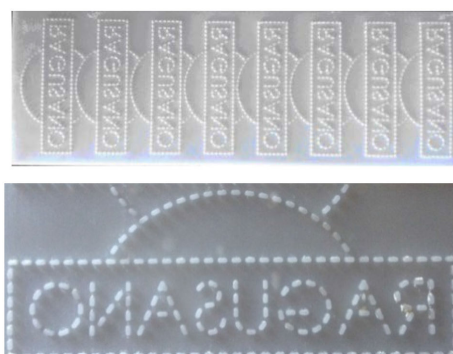
Such amendments succeed in safeguarding the principles of traditional ripening methods while at the same time managing to improve the product.

In point C of Article 3, at the end of the section on moulding the cheese, the following phrase has been added:

‘During this phase a casein plaque, as depicted below, bearing the codes identifying the individual cheese, is applied to the long face, opposite the main one (bearing the firm’s EC identification number, used also to ensure compliance with sanitary requirements and, where applicable, its brand name).’



The other two large faces of the parallelepiped are then stamped with the appropriate stamping bands to imprint the word “Ragusano” on the surface, as shown in the image below.’



This amendment is intended to regulate and harmonise the application methods for the casein, which ensures that each cheese is numbered in the interests of traceability, and for the stamping bands, which ensure that the branded cheese is easily recognisable by the consumer. Furthermore, adding such rules to the specification facilitates the work of the inspection body, which can then verify compliance with these rules.

This amendment is solely intended to improve the product's traceability and identification.

Labelling

Article 4 on labelling and packaging has been redrafted and expanded.

The wording in the current specification:

'The designation of origin cheese "Ragusano" must bear the marking shown in Annex "A" when released for consumption to guarantee that it complies with the relevant legal provisions; this Annex constitutes an integral part of the present Decree.'

has been reworded as follows:

'The protected designation of origin cheese "Ragusano" must bear the following marking when released for consumption to guarantee that it complies with the relevant legal provisions;



at the end of the minimum ripening period, the marking is branded on the cheese's main face, alongside the firm's EC identification number and, where applicable, brand name.

In addition to the EU PDO symbol, the packaging of "Ragusano" must display the following label.

General description of the label



The label shall contain the following information:

- RAGUSANO PDO, in characters larger than all the others on the label,
- identification of the producer and/or packager in accordance with the legislation in force.

The specifications provided refer to the basic label — which is 8 cm × cm 8 cm in size, made up of a green square (Pantone 369 C) with rounded corners within which (centred both vertically and horizontally in relation to the square) there is a yellow rectangle (Pantone 810 C) with rounded corners — which is 7,2 cm × cm 4,2 in size.

In the green space above the rectangle, centred horizontally within that space, is the inscription RAGUSANO DOP, in black characters (Pantone Process Black C) and BAUHAUS Md BT 24, 6 pt font.

To the right within that same rectangle there is a white square (Pantone Transparent White) with a green border (Pantone 369 C) and rounded corners that is 3,6 cm × 3,6 cm in size, containing (centred vertically and horizontally) the logo RAGUSANO, which is 2,2 cm × 2,7 cm, while to the left are the words "Certificato da Autorità pubblica designata dal MiPAAF" (Certified by the public authority designated by the Ministry of Agricultural, Food and Forestry Policies).

The green area under the rectangle is designed for the firm's name, font: ARIAL BOLD 8 pt — white (Pantone Transparent White) and address, font: ARIAL 7 pt — white (Pantone Transparent White).

The above measurements refer to the basic label and are required to establish the mandatory proportions, which must always be respected, however the actual size of the label may vary: ranging from a minimum of 5 cm × 5 cm to a maximum of 12 cm × 12 cm.

General characteristics of the logo



The logo consists of a circle divided horizontally by a white rectangle containing the word RAGUSANO superimposed in the centre. The wording, which is longer than the diameter of the circumference, is centred both vertically and horizontally in relation to the circle. Colour: black, Pantone Process Black C, and font: BAUHAUS Md BT. The two arcs of the circle are of the same size but of different colours, the upper one is yellow (Pantone 810 C), and the lower green (Pantone 369 C).

Cheese that is made exclusively from cow's milk from the Modicana breed may be labelled as "Ragusano da vacca modicana" (Ragusano from Modicana cows).'

Furthermore, a new label has been introduced that is designed to avoid any possibility of counterfeiting or misleading labelling by allowing the cheese to be more easily recognised by the consumer during the potentially problematic phase when it is put on the market.

We also wanted to allow farmers who produce 'Ragusano' exclusively from cow's milk of the Modicana breed to be able to indicate that on the label.

Other

In Article 1 of the current specification, the word 'protected' has been added before the words 'designation of origin'.

The current wording:

'The designation of origin "Ragusano" is granted for cheese produced in the geographical area described in Article 2 and that complies with the requirements laid down in Articles 3 and 4.'

has therefore been reworded as follows:

'The protected designation of origin "Ragusano" is granted for cheese produced in the geographical area described in Article 2 and that complies with the requirements laid down in Articles 3 and 4.'

Articles 1 to 4 are entitled as follows: Article 1 'Designation', Article 2 'Geographical area', Article 3 'Production method', Article 4 'Packaging and labelling'.

Furthermore, the following articles have been added after Article 4:

Article 5 'Proof of origin', Article 6 'Link' and Article 7 'Inspection body', which were not included in the current specification, to ensure the specifications comply with the relevant legislation.

The article on the inspection body, which was not included in the current specifications, has been added, as stipulated in Article 7(g) of Regulation (EU) No 1151/2012.

The text of Article 7 is set out below:

'Article 7

INSPECTION BODY

Checking the compliance of Ragusano PDO cheese with the production specification is done by an inspection body in compliance with the provisions of Article 37 of Regulation (EU) No 1151/2012. This body is the Consorzio di Ricerca per la Filiera Lattiero-Casearia, CORFILAC, whose headquarters are in Ragusa, Via Ragusa-Mare (S.P.25) — Tel. +39 0932660411 — fax +39 0932660419 — certified email: dop@pec.corfilac.it'

Packing:

The proposed amendment regulates how the cheese can be sold portioned or grated. Article 4 on packaging and labelling has therefore been redrafted as follows:

'The designation of origin cheese "Ragusano" may be marketed whole, portioned, with or without rind, or grated. Portions of "Ragusano" are produced solely by cutting cheeses that have already been certified and their packaging must be done in such a manner that each portion bears a trace of the word "Ragusano" imprinted on the rind of the cheese by the stamping bands. The packaging of "Ragusano" that has been grated or portioned using techniques that involve scraping off or removing the rind (cubes, slices etc.) rendering illegible the word "Ragusano" imprinted on the rind, must take place exclusively in the production area defined in Article 2. The packaging of portioned or grated "Ragusano" must take place in compliance with the relevant regulations, and in all events in a manner that does not detract from the cheese's shelf-life or organoleptic characteristics.'

The current specification does not lay down how the cheese is to be released for consumption, which has led to a number of disagreements between manufacturers and inspection authorities; this amendment has accordingly been deemed necessary to clearly regulate the ways in which the cheese can be released for consumption.

SINGLE DOCUMENT

'RAGUSANO'**EU No: PDO-IT-1505-AM01- 9.10.2017****PDO (X) PGI ()****1. Name***'Ragusano'***2. Member State or Third Country**

Italy

3. Description of the agricultural product or foodstuff**3.1. Type of product**

Class 1.3. Cheeses

3.2. Description of the product to which the name in (1) applies

Shape: Parallelepiped, square in cross-section, with rounded corners. Light marks may be seen on the surface left by the ropes used to hang the cheese during the ripening process;

Size: the sides of the square section vary between 15 to 18 cm; The length of the parallelepiped varies from 43 to 53 centimetres;

Weight: its weight varies from 12 to 16 kg according to the size of the cheese wheel;

External appearance: Smooth, thin, compact rind that is a golden or straw yellow in colour, tending towards brown when ripening is extended for grating cheeses. The maximum thickness of the rind is 4 mm. The rind may be coated in olive oil;

Paste: compact structure, with possible splitting occurring with extended ripening, occasionally accompanied by a few holes; When cut, the colour varies from white to more or less intense straw yellow;

Taste: very pleasant, sweet, delicate, not very sharp in the first months of ripening for table cheeses; Tending to be sharp and very tasty, after extended ripening, in cheeses for grating.

The cheese has a pleasant aroma, characteristic of the specific production process;

Fat in dry matter: no less than 40 % for cheeses intended for the cheese board; no less than 38 % for cheeses ripened for over six months;

Moisture not more than: 42 %.

3.3. *Feed (for products of animal origin only) and raw materials (for processed products only)*

The feed of the cattle that produce the milk has to be principally composed of wild plants and herbs from the Ibleo plateau, which may also be made into hay;

The designation of origin cheese 'Ragusano' is produced exclusively from whole, raw cow's milk.

3.4. *Specific steps in production that must take place in the identified geographical area*

All the stages in the production process: rearing the cattle, milking, cheesemaking and maturing must take place in the identified geographical area.

3.5. *Specific rules concerning slicing, grating, packaging, etc. of the product the registered name refers to*

The designation of origin cheese 'Ragusano' may be marketed whole, portioned, with or without rind, or grated. Portions of 'Ragusano' are produced solely by cutting cheeses that have already been certified and their packaging must be done in such a manner that each portion bears a trace of the word 'Ragusano' imprinted on the rind of the cheese by the stamping bands.

The packaging of Ragusano that has been grated or portioned using techniques that involve scraping off or removing the rind (cubes, slices etc.) rendering illegible the word Ragusano imprinted on the rind, must take place exclusively in the demarcated geographical area.

The cheese with the rind removed is a very sensitive product and the preservation of its organoleptic characteristics requires immediate packaging so as to avoid any subsequent drying; moreover, immediate packing in packaging bearing the designation of origin can better guarantee the authenticity of the product, which is obviously more difficult to identify than the cheese where the trademark is visible.

The packaging of portioned or grated 'Ragusano' must take place in compliance with the relevant regulations, and in all events in a manner that does not detract from the cheese's shelf-life or organoleptic characteristics.

3.6. *Specific rules concerning labelling of the product to which the registered name refers*

The protected designation of origin cheese 'Ragusano' must bear the following marking when released for consumption to guarantee that it complies with the relevant legal provisions;



at the end of the minimum ripening period, the marking is branded on the cheese's main face, alongside the firm's EC identification number and, where applicable, brand name.

In addition to the EU PDO symbol, the packaging of 'Ragusano' must display the following label.

General description of the label



The label shall contain the following information:

— RAGUSANO PDO, in characters larger than all the others on the label,

— identification of the producer and/or packager in accordance with the legislation in force.

General characteristics of the logo



The product made exclusively from cow's milk from cattle of the Modicana breed may be labelled as 'Ragusano da vacca modicana' (Ragusano from Modicana cows).

4. Concise definition of the geographical area

The area where the milk used to make the 'Ragusano' cheese is produced and processed includes the entire territory of the municipalities of: Acate, Chiaramonte Gulfi, Comiso, Giarratana, Ispica, Modica, Monterosso Almo, Pozzallo, Ragusa, Santa Croce Camerina, Scicli and Vittoria, in the province of Ragusa and the municipalities of Noto, Palazzolo Acreide and Rosolini, in the province of Siracusa.

5. Link with the geographical area

The barn housing the cattle, the living area, hay loft and small cheesemaking area where the milk is made into cheese, constitute the limestone-built masserie that blend perfectly into the surrounding landscape, which is characterised by dry stone walls that unravel as far as the eye can see throughout the countryside. In the farmhouses (masserie) the cheesemaking technique used is artisanal: the wooden vat, paddle, tin-lined copper cauldron, sieve, crank, wooden moulds and small wooden laths for shaping the cheese are the simple but essential wooden and copper utensils. Ragusano is a natural product, whose qualities and specificities are intrinsically linked both to the characteristics of the raw material, i.e. the whole raw milk that captures the tastes of the pastures of the Ibleo plateau, which is rich in aromatic herbs, and to the tried and tested cheesemaking and ripening practices carried out by expert hands. Ragusano is produced during the fodder season, November — May, when the quality of the green fodder in the pastures is at its best. The natural pastureland of the Ibleo territory boasts over 100 fodder plants belonging to at least 20 different families. Each individual wild fodder plant from the Ibleo meadows makes its contribution to shaping the scents and tastes of Ragusano. The main fodder plants that are valued for their palatability to the cattle, impact on milk production and growth and nutritional qualities as fodder are *Anthemis arvensis*, *Medicago hispida*, *Scorpiurus subvillosus*, *Astragalus hamosus*, *Trifolium subterraneum*, *Calendula arvensis*, *Diplotaxis eruroides* and *Sinapis arvensis*. The environment, milk, pasture and production method make Ragusano a very traditional cheese that, nevertheless, retains contemporary appeal, and its world, the masseria, can be described as a flowering of cultural heritage brought about by nature, history, economics and technological skill and knowledge; A whole variety of factors can influence the scent, taste, colour and nutritional qualities of traditional Ragusano. These factors can be defined as 'characteristics attributable to bio-diversity', precisely because their balanced synergy has for centuries produced a cheese that is unique throughout the world and intrinsically linked to the territory where it is produced. Ragusano is a living cheese, both in terms of the microbial population it contains and on account of all the enzymatic processes that can be observed as it matures during ripening. The definition of bio-diversity originates from this, and not just because these factors produce a cheese that stands out from other cheeses, but also and especially because it is alive in biological terms.

Among the main 'characteristics attributable to bio-diversity' are the production area and the related macro- and micro-environmental conditions of the territory and the natural locations where the production processes take place (stockbreeding, cheesemaking and ripening facilities). The breeds stocked, the extensive farming system and the cows' diet, which is principally composed of fodder growing wild on the pastures of the Ibleo plateau, also contribute to this bio-diversity. The traditional cheesemaking process also plays a decisive role, thanks to its specific qualities and procedure: namely the use of whole raw milk, the presence of natural microflora suitable for cheesemaking, the use of natural rennet and wooden and/or copper utensils. To this is added the process of moulding the cheese and the traditional ripening. It is obvious that these 'characteristics' in fact constitute a whole host of natural processes, which are subject to a high degree of biological variability. And man, in this context, has to pit himself against nature on a daily basis to achieve the biological balance between the various processes, in order to guarantee the production of Ragusano that is of excellent quality.

The breed of cattle, their stage of lactation and the various biological cycles of the fodder plants that grow wild in the meadows of the Ibleo plateau, are responsible for the frequent variations in the quality of the milk and the variations in temperature and humidity that speed up or slow down the process of treating the milk and the maturation of the curd and of the cheese: all these macro- and micro-environmental conditions play a decisive role in the selection of Ragusano's specific microflora.

Reference to publication of the specification

(the second subparagraph of Article 6(1) of this Regulation)

The consolidated text of the product specification can be consulted on the following website:
<http://www.politicheagricole.it/flex/cm/pages/ServeBLOB.php/L/IT/IDPagina/3335>

or alternatively:

by going directly to the home page of the Ministry of Agricultural, Food and Forestry Policy (www.politicheagricole.it) and clicking on 'Qualità' (at the top right of the screen), then on 'Prodotti DOP IGP STG' (on the left-hand side of the screen) and finally on 'Disciplinari di Produzione all'esame dell'UE'.

