Službeni list Europske unije

C 177

Hrvatsko izdanje

Informacije i objave

Godište 62.

23. svibnja 2019.

Sadržaj

HR

V. *Objave*

ADMINISTRATIVNI POSTUPCI

Europski ured za odabir osoblja (EPSO)

POSTUPCI U VEZI S PROVEDBOM POLITIKE TRŽIŠNOG NATJECANJA

Europska komisija

([1]) Tekst značajan za EGP.

IV.

(Obavijesti)

OBAVIJESTI INSTITUCIJA, TIJELA, UREDA I AGENCIJA EUROPSKE UNIJE

EUROPSKA KOMISIJA

Tečajna lista eura [1]

22. svibnja 2019.

(2019/C 177/01)

1 euro =

	Valuta	Tečaj		Valuta	Tečaj
USD	američki dolar	1,1171	CAD	kanadski dolar	1,4952
JPY	japanski jen	123,27	HKD	hongkonški dolar	8,7692
DKK	danska kruna	7,4680	NZD	novozelandski dolar	1,7173
GBP	funta sterlinga	0,88280	SGD	singapurski dolar	1,5399
SEK	švedska kruna	10,7600	KRW	južnokorejski von	1 329,30
CHF	švicarski franak	1,1252	ZAR	južnoafrički rand	16,0504
ISK	islandska kruna	138,50	CNY	kineski renminbi-juan	7,7108
NOK	norveška kruna	9,7598	HRK	hrvatska kuna	7,4260
BGN	bugarski lev	1,9558	IDR	indonezijska rupija	16 225,88
CZK	češka kruna	25,793	MYR	malezijski ringit	4,6756
HUF	mađarska forinta	326,54	PHP	filipinski pezo	58,610
PLN	poljski zlot	4,3038	RUB	ruski rubalj	71,7625
RON	rumunjski novi leu	4,7625	THB	tajlandski baht	35,686
TRY	turska lira	6,8110	BRL	brazilski real	4,5163
AUD	australski dolar	1,6221	MXN	meksički pezo	21,2345
			INR	indijska rupija	77,8600

[1] *Izvor*: referentna tečajna lista koju objavljuje ESB.

PROVEDBENA ODLUKA KOMISIJE

od 14. svibnja 2019.

o objavi u *Službenom listu Europske unije* zahtjeva za odobrenje izmjene specifikacije proizvoda koja nije manja, u skladu s člankom 53. Uredbe (EU) br. 1151/2012 Europskog parlamenta i Vijeća, za naziv „Banon" (ZOI)

(2019/C 177/02)

EUROPSKA KOMISIJA,

uzimajući u obzir Ugovor o funkcioniranju Europske unije,

uzimajući u obzir Uredbu (EU) br. 1151/2012 Europskog parlamenta i Vijeća od 21. studenoga 2012. o sustavima kvalitete za poljoprivredne i prehrambene proizvode ([1]), a posebno njezin članak 50. stavak 2. točku (a) u vezi s člankom 53. stavkom 2.,

budući da:

(1) Francuska je podnijela zahtjev za odobrenje izmjene specifikacije proizvoda koja nije manja za naziv „Banon" (ZOI) u skladu s člankom 49. stavkom 4. Uredbe (EU) br. 1151/2012.

(2) U skladu s člankom 50. Uredbe (EU) br. 1151/2012 Komisija je ispitala taj zahtjev i zaključila da ispunjuje uvjete utvrđene u toj uredbi.

(3) Kako bi se omogućilo podnošenje prigovora u skladu s člankom 51. Uredbe (EU) br. 1151/2012, zahtjev za odobrenje izmjene specifikacije proizvoda koja nije manja, kako je navedeno u članku 10. stavku 1. prvom podstavku Provedbene uredbe Komisije (EU) br. 668/2014 ([2]), uključujući izmijenjeni jedinstveni dokument i upućivanje na objavu odgovarajuće specifikacije proizvoda za registrirani naziv „Banon" (ZOI) trebalo bi objaviti u *Službenom listu Europske unije*,

ODLUČILA JE:

Jedini članak

Zahtjev za odobrenje izmjene specifikacije proizvoda koja nije manja, kako je navedeno u članku 10. stavku 1. prvom podstavku Provedbene uredbe Komisije (EU) br. 668/2014, uključujući izmijenjeni jedinstveni dokument i upućivanje na objavu odgovarajuće specifikacije proizvoda za registrirani naziv „Banon" (ZOI), nalazi se u Prilogu ovoj Odluci.

U skladu s člankom 51. Uredbe (EU) br. 1151/2012 objava ove Odluke temelj je za pravo na podnošenje prigovora na izmjenu iz prvog stavka ovog članka u roku od tri mjeseca od datuma objave ove Odluke u *Službenom listu Europske unije*.

Sastavljeno u Bruxellesu 14. svibnja 2019.

Za Komisiju

Phil HOGAN

Član Komisije

([1]) SL L 343, 14.12.2012., str. 1.

([2]) Provedbena uredba Komisije (EU) br. 668/2014 od 13. lipnja 2014. o utvrđivanju pravila za primjenu Uredbe (EU) br. 1151/2012 Europskog parlamenta i Vijeća o sustavima kvalitete za poljoprivredne i prehrambene proizvode (SL L 179, 19.6.2014., str. 36.).

PRILOG

ZAHTJEV ZA ODOBRENJE IZMJENE KOJA NIJE MANJA U SPECIFIKACIJI ZA PROIZVOD ZAŠTIĆENE OZNAKE IZVORNOSTI/ ZAŠTIĆENE OZNAKE ZEMLJOPISNOG PODRIJETLA

Zahtjev za odobrenje izmjene u skladu s člankom 53. stavkom 2. prvim podstavkom Uredbe (EU) br. 1151/2012

„BANON"

EU br.: PDO-FR-0290-AM02 – 10.1.2018.

ZOI (X) ZOZP ( )

1. **Skupina koja podnosi zahtjev i legitimni interes**

Naziv: Syndicat Interprofessionnel de Défense et de Promotion du Banon

Adresa:

570, Avenue de la libération
04100 MANOSQUE
FRANCUSKA

Telefon: +33 492874755
Telefaks: +33 492727313

E-pošta: v.enjalbert@mre-paca.fr

Skupina obuhvaća proizvođače mlijeka, prerađivače i sirare, zbog čega smije zatražiti izmjene specifikacije.

2. **Država članica ili treća zemlja**

Francuska

3. **Rubrika specifikacije proizvoda na koju se primjenjuje izmjena**

— ☒ Naziv proizvoda

— ☒ Opis proizvoda

— ☒ Zemljopisno područje

— ☒ Dokaz o podrijetlu

— ☒ Metoda proizvodnje

— ☒ Povezanost

— ☒ Označivanje

— ☒ Ostalo: ažuriranje podataka o kontrolnom tijelu i skupini, nacionalni zahtjevi.

4. **Vrsta izmjene**

— ☒ Izmjena specifikacije proizvoda registriranog ZOI-ja ili ZOZP-a koja se ne može smatrati manjom izmjenom u skladu s člankom 53. stavkom 2. trećim podstavkom Uredbe (EU) br. 1151/2012

— ☐ Izmjena specifikacije proizvoda registriranog ZOI-ja ili ZOZP-a za koji nije objavljen jedinstveni dokument (ili istovrijedan dokument), koja se ne može smatrati manjom izmjenom u skladu s člankom 53. stavkom 2. trećim podstavkom Uredbe (EU) br. 1151/2012

5. **Izmjene**

5.1 *Naziv proizvoda*

U rubrici „Naziv proizvoda" sljedeća odredba:

„Zaštićena oznaka izvornosti definirana ovom specifikacijom jest: „Banon"."

zamjenjuje se sljedećim:

„Banon".

Sljedeći se odlomak briše:

„Naziv sira „Banon” potječe od naziva općine Banon, koja se nalazi u departmanu Alpes-de-Haute-Provence, mjestu razmjene i održavanja sajmova od srednjeg vijeka.”

Oznaka ZOI-ja smatra se dostatnom za tu rubriku specifikacije.

5.2 *Opis proizvoda*

Odredba „kora je ispod listova kremastožute boje” zamjenjuje se riječima „kora je ispod listova kremastožute ili tamno zlatne boje”.

Radi boljeg opisa proizvoda kada je riječ o boji kore ispod listova, izraz „kremastožuta” dopunjuje se izrazom „tamno zlatne boje”.

Dodaje se sljedeći odlomak:

„Taj se sir odlikuje životinjskim notama, uglavnom kozjim, koje su često popraćene aromom amonijaka i raslinja, s blagim okusom gorčine na kraju. Njegova je tekstura kremasta i topi se u ustima.”.

Ta pojašnjenja rezultat su rada odbora za organoleptičko ispitivanje proizvoda.

Te se izmjene unose i u jedinstveni dokument.

5.3 *Zemljopisno područje*

U rubrici „Definicija zemljopisnog područja” ažurira se popis općina na zemljopisnom području jer su neke od njih promijenile naziv. Opseg zemljopisnog područja nije izmijenjen.

5.4 *Dokaz o podrijetlu*

Ukida se obveza poljoprivrednika da vode registar količine kupljenog mlijeka jer im nacionalna pravila ne dopuštaju kupnju mlijeka, no ta se obveza zadržava za gospodarske subjekte koji nisu poljoprivrednici.

5.5 *Metoda proizvodnje*

— kozje pasmine:

Sljedeći se odlomak briše:

„Do 31. prosinca 2013. mliječne koze pasmina „commune provencale”, „roves”, „alpines” i one nastale njihovim križanjem moraju činiti najmanje 60 % svakog stada.”

Sljedeći odlomak:

„Od 1. siječnja 2014., mlijeko koje se koristi za proizvodnju sira „Banon” smije potjecati isključivo od koza pasmine „commune provencale”, „rove” i „alpine” i pasmine nastale njihovim križanjem.”

zamjenjuje se sljedećim:

„Mlijeko koje se upotrebljava za proizvodnju sira „Banon” potječe isključivo od koza pasmine *Commune provencale*, *Rove* i *Alpine* i pasmine nastale njihovim križanjem.”

Rokovi utvrđeni u specifikaciji brišu se jer su zastarjeli.

Te se odredbe brišu i iz sažetka.

— minimalno razdoblje ispaše i minimalno razdoblje tijekom kojeg koze moraju svoju vlaknastu hranu dobiti ispašom:

Sljedeći odlomak:

„Koze moraju redovito pasti na kraškim i zelenim pašnjacima u tom području najmanje 210 dana godišnje.”

zamjenjuje se sljedećim:

„Koze moraju redovito pasti na kraškim i zelenim pašnjacima na zemljopisnom području najmanje 210 dana godišnje.”

Pojam „zemljopisno područje” precizniji je od „područja” i omogućuje lakšu kontrolu.

Ta se izmjena unosi i u jedinstveni dokument.

Odredbe

„Najmanje 4 mjeseca u godini većinu svoje vlaknaste hrane moraju dobiti ispašom.”

i

„Koze moraju redovito pasti na kraškim i zelenim pašnjacima na zemljopisnom području najmanje 210 dana godišnje.”

stoga se brišu jedanput.

Odredba o minimalnom razdoblju ispaše i razdoblju tijekom kojeg koze moraju svoju vlaknastu hranu dobiti ispašom, koja je dvaput navedena u specifikaciji, briše se kako bi se izbjeglo ponavljanje.

Te se izmjene unose i u jedinstveni dokument.

— ograničenje unosa hrane u korito:

Rečenica

„Unos hrane u korito ograničen je po danu i godini.”

briše se jer ne sadržava dodatne pojedinosti o maksimalnim graničnim vrijednostima koje su već utvrđene u specifikaciji.

Ta se izmjena unosi i u jedinstveni dokument.

— dodatni obrok:

Dodaju se riječi „ili nusproizvoda žitarica” kako se ne bi isključila krmna smjesa na čijoj je etiketi navedeno da sadržava žitarice i nusproizvode žitarica.

Ta se izmjena unosi i u jedinstveni dokument.

— ograničenja kupnje krmiva izvan zemljopisnog područja:

Rečenica „Ograničena je i kupnja krmiva izvan zemljopisnog područja” briše se jer ne sadržava ciljnu količinu, odnosno ne navodi se konkretna granična količina. Osim toga, ograničenje kupnje krmiva izvan zemljopisnog područja podliježe sljedećoj odredbi važeće specifikacije:

„Unos krmiva i dehidrirane lucerke koji potječu izvan zemljopisnog područja ograničen je na 250 kg bruto tvari godišnje po odrasloj kozi.”

Ta se odredba briše i iz jedinstvenog dokumenta.

— način dnevne distribucije dehidrirane lucerke:

Sljedeća odredba:

„Unos dehidrirane lucerke ograničen je na 400 g bruto tvari po odrasloj kozi raspoređeno na najmanje 2 obroka dnevno, odnosno 60 kg bruto tvari po odrasloj kozi godišnje.”

zamjenjuje se sljedećim:

„Unos dehidrirane lucerke ograničen je na 400 g bruto tvari po odrasloj kozi dnevno, odnosno 60 kg bruto tvari po odrasloj kozi godišnje.”

Briše se obveza distribucije dehidrirane lucerke u dva navrata s obzirom na to da male distribuirane količine ne opravdavaju tu mjeru opreza (koja je uvedena jer prevelik unos dušika može izazvati tešku metaboličku bolest, alkalozu).

Ta se izmjena unosi i u jedinstveni dokument.

— zabranjena hrana za životinje:

Odlomak:

„Zabranjeni su proizvodi silaže i silažna trava u balama, krstašice te ostale biljke i zrnja koji bi mogli pokvariti okus mlijeka.”

zamjenjuje se sljedećim:

„Zabranjeni su proizvodi silaže i silažna trava u balama te krmne krstašice.”

Briše se ciljna vrijednost „te ostale biljke i zrnja koji bi mogli pokvariti okus mlijeka” jer nije dovoljno precizna kako bi se mogla kontrolirati.

Ta se izmjena unosi i u jedinstveni dokument.

— uvođenje zabrane GMO-a:

Dodaje se sljedeći odlomak:

„U ishrani životinja dopuštaju se jedino bilje, suproizvodi i dopunska hrana koja potječe od genetski nemodificiranih proizvoda. Zabranjeni su sadnja i sijanje genetski modificiranih kultura na svim površinama gospodarstava koja proizvode mlijeko namijenjeno preradi u ZOI „Banon”. Ta se zabrana odnosi na sve biljne vrste koje bi mogle poslužiti za ishranu životinja na gospodarstvu koje se uzgajaju radi mlijeka i svaki uzgoj vrste koja bi ih mogla kontaminirati.”

Tom se odredbom omogućuje zadržavanje, s jedne strane, tradicionalnih svojstava hrane za životinje, a s druge strane, tradicionalnih metoda ishrane životinja.

Ta se odredba dodaje i u jedinstveni dokument.

— podrijetlo hrane za životinje:

Sljedeći se odlomak dodaje u jedinstveni dokument: „Kada je riječ o podrijetlu hrane za životinje, zbog prirodnih čimbenika zemljopisnog područja proizvodnja koncentrata je otežana, a proizvodnja krmiva ograničena. Budući da podrijetlo koncentrata nije navedeno, oni mogu potjecati izvan zemljopisnog područja. Osnovni obrok potječe prije svega iz zemljopisnog područja, ali se kozama može dati sijeno koje potječe izvan tog područja. Ograničenje količine koncentrata i sijena koji mogu potjecati izvan zemljopisnog područja znači da veći dio hrane za životinje potječe iz zemljopisnog područja. Naime, unosi koji mogu potjecati izvan zemljopisnog područja po kozi i po godini iznose:

— 250 kg bruto tvari krmiva i dehidrirane lucerke, odnosno približno 213 kg suhe tvari (količina od 190 kg krmiva s prosječnim udjelom od 84 % suhe tvari odgovara količini od 160 kg suhe tvari, a količina od 60 kg dehidrirane lucerke s prosječnim udjelom od 89 % suhe tvari odgovara količini od 53 kg suhe tvari),

— 250 kg suhe tvari koncentrata (što odgovara količini od 270 kg bruto tvari) koji potječe izvan zemljopisnog područja po kozi godišnje.

S obzirom na to da prosječna godišnja potrošnja koze iznosi 1 100 kg, udio hrane za životinje iz zemljopisnog područja iznosi dakle najmanje 58 % (u suhoj tvari).”

Dodavanje tog odlomka u jedinstveni dokument pokazuje da hrana za koze potječe pretežno iz zemljopisnog područja. Ta hrana ne može u cijelosti potjecati iz zemljopisnog područja zbog prirodnih čimbenika opisanih pod točkom „Povezanost sa zemljopisnim područjem”.

— temperatura i razdoblje sirenja:

Odlomak:

„Zabranjuje se svaka fizička ili kemijska obrada osim filtracije radi uklanjanja makroskopskih nečistoća, hlađenja na pozitivnoj temperaturi radi čuvanja i zagrijavanja mlijeka do najviše 35 °C prije sirenja.”

zamjenjuje se sljedećim:

„Zabranjuje se svaka fizička ili kemijska obrada osim filtracije radi uklanjanja makroskopskih nečistoća, hlađenja na pozitivnoj temperaturi radi čuvanja i zagrijavanja mlijeka prije sirenja.”

S obzirom na to da je temperaturni raspon sirenja strogo definiran u specifikaciji registriranoj u skladu s Uredbom (EU) br. 1211/2013 od 28. studenoga 2013. (od 29 °C do 35 °C) te da je mlijeko koje se upotrebljava sirovo kozje mlijeko, prijelazni pojam temperature zagrijavanja briše se jer je nepotreban: riječ je zagrijavanju mlijeka radi faze sirenja (na već definiranoj temperaturi).

Odredba:

„U slučaju proizvoda od mlijeka, sirenje se obavlja najkasnije 4 sata nakon zadnje mužnje.”

zamjenjuje se sljedećim:

„U slučaju proizvoda od mlijeka, sirenje se obavlja najkasnije 18 sati nakon dolaska mlijeka u tvornicu sira i prije podneva dan nakon posljednje mužnje.”

Razdoblje sirenja za proizvode od mlijeka mijenja se kako bi se poduzećima omogućilo da prilagode svoju organizaciju s obzirom na vrijeme prikupljanja mlijeka i najmanju količinu mlijeka koje se upotrebljava pri svakom sirenju. Trenutačni sustav prikupljanja uključuje noćno prikupljanje mlijeka. Zadnja mužnja prikuplja se oko 2:30 i dodaje joj se sirilo u velikom spremniku (1 000 litara) već u 6:30. No, zbog smanjenja broja predmetnih uzgajivača i malih količina poželjno je ograničiti noćni rad i omogućiti sirenje mlijeka od 8:00, i to u malim količinama (spremnici od 80 l), čime se ta faza može oduljiti do podneva.

— faza oblikovanja

Odlomak:

„Oblikovanje se odvija neposredno nakon cijeđenja sirutke. Sirevi se ručno oblikuju s pomoću kalupa. Dopuštena je uporaba razdjelnog okvira i višestrukih kalupa. Zabranjeno je svako mehaničko oblikovanje.”

zamjenjuje se sljedećim:

„Oblikovanje se odvija neposredno nakon cijeđenja sirutke. Sirevi se ručno oblikuju s pomoću kalupa. Uporaba razdjelnog okvira i višestrukih kalupa dopušta se uz mehaničku pomoć pri oblikovanju (podizna platforma, pokretna traka). Zabranjeno je potpuno mehaničko oblikovanje; nužna je ljudska intervencija za raspodjelu gruša u višestruke kalupe.”

Kako bi se gospodarskim subjektima omogućilo da se prilagode novim tehnikama, precizirano je da je u fazi oblikovanja dopuštena mehanička pomoć (podizna platforma, pokretna traka), ali je za raspodjelu gruša u kalupe nužna ljudska intervencija: zabranjeno je potpuno mehaničko oblikovanje.

— faza cijeđenja i skidanja kalupa

Odlomak:

„Cijeđenje se obavlja na temperaturi od najmanje 20 °C. Između 24 i 48 sati nakon stavljanja u kalup, kalup se skida.”

zamjenjuje se sljedećim:

„Cijeđenje se obavlja na temperaturi od najmanje 20 °C i mora trajati od 18 do najviše 48 sati nakon stavljanja u kalup. Kalup se skida tek na kraju ove faze. Sirevi se zatim suše/brišu na temperaturi od najmanje 13 °C tijekom najmanje 24 sata."

U skladu sa znanjem i vještinama dodano je trajanje svake faze (od 18 do 48 sati za cijeđenje, najmanje 24 sata za sušenje/brisanje) i temperatura brisanja (najmanje 13 °C) kako bi se zadao okvir za praksu gospodarskih subjekata.

— trajanje salamurenja

Briše se trajanje salamurenja kako bi ga gospodarski subjekti mogli prilagoditi koncentraciji salamure koja se upotrebljava za postizanje istog rezultata.

— faza zrenja

Odlomak:

„Zrenje traje najmanje 15 dana nakon sirenja i odvija se na zemljopisnom području, i to u dvije faze:

— prije omatanja goli sir dozrijeva od 5 do 10 dana nakon sirenja na temperaturi od najmanje 8 °C. Nakon završetka ove faze mora se stvoriti jednoliki sloj s postojanom florom, nježnom korom kremastobijele boje i mekim tijestom iznutra

— nakon omatanja sir dozrijeva najmanje 10 dana omotan listovima na temperaturi od 8 °C do 14 °C. Razina vlažnosti mora biti viša od 80 %."

zamjenjuje se sljedećim:

„Zrenje traje najmanje 15 dana nakon sirenja i odvija se u dvije faze:

— prije omatanja goli sir dozrijeva od 5 do 10 dana nakon sirenja na temperaturi od najmanje 8 °C. Nakon završetka ove faze mora se stvoriti jednoliki sloj s postojanom florom

— nakon omatanja sir dozrijeva najmanje 10 dana omotan listovima na temperaturi od 8 °C do 14 °C. Na kraju te faze sir ima nježnu koru kremastožute ili tamno zlatne boje. Razina vlažnosti mora biti viša od 80 %."

Briše se upućivanje na zemljopisno područje jer je nepotrebno u ovom dijelu specifikacije. Opis kore premješten je nakon opisa parametara faze zrenja i usklađen s rubrikom opisa proizvoda. Briše se opis tijesta jer se u ovoj fazi ne provjerava taj kriterij za koji je potrebno rezati sir.

Odlomak:

„Sirevi se prije omatanja listovima mogu umočiti u rakiju od vina ili od grožđane komine."

zamjenjuje se sljedećim:

„Sirevi se prije omatanja listovima mogu umočiti u rakiju od vina ili od grožđane komine ili biti poprskani rakijom od vina ili od grožđane komine."

Uz postupak umakanja u rakiju od vina ili od grožđane komine dodaje se prskanje rakijom od vina ili od grožđane komine grožđa jer obje metode daju usporedive rezultate.

5.6 *Povezanost*

Rubrika „Podaci koji potvrđuju povezanost sa zemljopisnim područjem" u cijelosti je izmijenjena kako bi se jasnije pokazala povezanost „Banona" i njegova zemljopisnog područja, a pritom nije izmijenjen sadržaj opisa povezanosti niti su izbrisani njegovi elementi. Time se posebno ističe povezanost mediteranskog zemljopisnog okruženja koje pogoduje uzgoju koza i pastirskoj djelatnosti te posebnih znanja i vještina proizvodnje i zrenja potrebnih za proizvodnju „Banona".

U prvom se dijelu opisuje „posebnost zemljopisnog područja” i navode prirodni i ljudski čimbenici zemljopisnog područja, pri čemu se naglašavaju posebna znanja i vještine uzgoja koza i proizvodnje sireva.

U drugom se dijelu opisuje „posebnost proizvoda” te se ističu određeni elementi iz opisa proizvoda.

Naposljetku, u zadnjem se dijelu objašnjava „uzročna povezanost”, odnosno međudjelovanje prirodnih i ljudskih čimbenika i proizvoda.

Cjelokupan dio o povezanosti naveden u specifikaciji ZOI-ja nalazi se u točki 5. jedinstvenog dokumenta.

5.7 *Označivanje*

U rubrici „Posebni aspekti označivanja” briše se izraz „oznaka” za sireve jer se ta rubrika i, u širem smislu, ta specifikacija odnose samo na sireve s oznakom izvornosti te je taj izraz nepotreban.

Ta se izmjena unosi i u jedinstveni dokument.

5.8 *Ostale izmjene*

U rubrici „Skupina koja podnosi zahtjev” izmijenjeni su podaci o skupini.

U rubrici „Upućivanja na kontrolna tijela” ažuriraju se nazivi i podaci službenih tijela. U toj se rubrici navode podaci nadležnih tijela u području kontrola na razini Francuske: Nacionalnog instituta za podrijetlo i kvalitetu (INAO) i Glavne uprave za tržišno natjecanje, potrošačka pitanja i sprečavanje prijevara (DGCCRF). Dodaje se informacija o tome da su naziv i podaci o certifikacijskom tijelu dostupni na internetskim stranicama INAO-a te u bazi podataka Europske komisije.

Tablica s glavnim elementima koje je potrebno kontrolirati ažurira se kako bi se uzelo u obzir uvođenje jedne izmjene (brisanje maksimalne temperature zagrijavanja) te se dodaje jedan glavni element koji je potrebno kontrolirati, u skladu s važećom specifikacijom, a odnosi se na vrstu mlijeka (sirovo i punomasno mlijeko, koje nije standardizirano s obzirom na bjelančevine i masti).

JEDINSTVENI DOKUMENT

„BANON”

EU br.: PDO-FR-0290-AM02 – 10.1.2018.

ZOI (X) ZOZP ( )

1. **Naziv**

„Banon”

2. **Država članica ili treća zemlja**

Francuska

3. **Opis poljoprivrednog ili prehrambenog proizvoda**

3.1 *Vrsta proizvoda*

Razred 1.3. Sirevi

3.2 *Opis proizvoda na koji se odnosi naziv iz točke 1.*

„Banon” je mekani sir proizveden od punomasnog sirovog kozjeg mlijeka. Dobiva se brzim grušanjem (dodavanjem sirila). Zreli se sir omata (odnosno potpuno prekriva) prirodnim smeđim listovima kestena te se veže sa 6 do 12 vrpci prirodne rafije.

Nakon najmanje 15 dana zrenja, od kojih je 10 omotan listovima, „Banon” je homogen, kremast, sočan i mekan. Kora je ispod listova kremastožute ili tamno zlatne boje. Taj se sir odlikuje životinjskim notama, uglavnom kozjim, koje su često popraćene aromom amonijaka i raslinja, s blagim okusom gorčine na kraju. Njegova je tekstura kremasta i topi se u ustima. Promjer je sira zajedno s listovima od 75 do 85 mm, visine 20 do 30 mm. Nakon zrenja i bez listova, neto masa sira „Banon” je od 90 do 110 g.

Sir sadržava najmanje 40 g suhe tvari u 100 g sira i 40 g masnoće u 100 g zrelog sira.

3.3 *Hrana za životinje (samo za proizvode životinjskog podrijetla) i sirovine (samo za prerađene proizvode)*

Osnovni obrok za prehranu koza uglavnom potječe iz zemljopisnog područja zaštićene oznake izvornosti. Sastoji se isključivo od ispaše na livadama i/ili na kraškim pašnjacima, suhog sijena mahunarki i/ili trave i/ili samoniklog cvijeća skladištenog u dobrim uvjetima.

Čim klimatski uvjeti i vegetacijski stupanj biljaka to dopuštaju, koze moraju ići na zelene i/ili kraške pašnjake. Moraju redovito pasti na kraškim i zelenim pašnjacima na tom području najmanje 210 dana godišnje.

One pasu:

— na kraškim pašnjacima na kojima rastu jednogodišnje ili trajne samonikle vrste drveća, grmlja ili trava,

— na stalnim pašnjacima s autohtonom florom,

— na privremenim pašnjacima s travom, mahunarkama ili mješovitim pašnjacima.

Najmanje 4 mjeseca u godini većinu svoje vlaknaste hrane moraju dobiti ispašom.

Tijekom razdoblja kad se većina vlaknastog obroka mora osigurati ispašom, unos sijena ne smije biti veći od 1,25 kg bruto tvari dnevno po odrasloj kozi.

Količina sijena ograničena je na 600 kg bruto tvari godišnje po odrasloj kozi.

Unos zelenog krmiva iz korita dopušten je 30 neuzastopnih dana godišnje.

Unos koncentrata ograničen je na 800 g bruto tvari po odrasloj kozi dnevno, odnosno 270 kg bruto tvari po odrasloj kozi godišnje.

Dodatni godišnji obrok mora se sastojati od najmanje 60 % žitarica ili nusproizvoda žitarica. Unos dehidrirane lucerke ograničen je na 400 g bruto tvari po odrasloj kozi dnevno, odnosno 60 kg bruto tvari po odrasloj kozi godišnje.

Unos krmiva i dehidrirane lucerke koji potječu izvan područja izvornosti oznake, ograničen je na 250 kg bruto tvari godišnje po odrasloj kozi.

Zabranjeni su proizvodi silaže i silažna trava u balama te krmne krstašice.

U ishrani životinja dopuštaju se jedino bilje, suproizvodi i dopunska hrana koja potječe od genetski nemodificiranih proizvoda. Zabranjeni su sadnja i sijanje genetski modificiranih kultura na svim površinama gospodarstava koja proizvode mlijeko namijenjeno preradi u ZOI „Banon”. Ta se zabrana odnosi na sve biljne vrste koje bi mogle poslužiti za ishranu životinja na gospodarstvu koje se uzgajaju radi mlijeka i svaki uzgoj vrste koja bi ih mogla kontaminirati.

Na gospodarstvu prehrambena površina stvarno namijenjena stadu koza mora iznositi najmanje 1 ha prirodnog i/ili umjetnog zelenog pašnjaka za 8 koza i 1 ha kraškog pašnjaka za 2 koze.

Kada je riječ o podrijetlu hrane za životinje, zbog prirodnih čimbenika zemljopisnog područja proizvodnja koncentrata je otežana, a proizvodnja krmiva ograničena. Budući da podrijetlo koncentrata nije navedeno, oni mogu potjecati izvan zemljopisnog područja. Osnovni obrok potječe prije svega iz zemljopisnog područja, ali se kozama može dati sijeno koje potječe izvan tog područja.

Ograničenje količine koncentrata i sijena koji mogu potjecati izvan zemljopisnog područja znači da veći dio hrane za životinje potječe iz zemljopisnog područja.

Naime, unosi koji mogu potjecati izvan zemljopisnog područja po kozi i po godini iznose:

— 250 kg bruto tvari krmiva i dehidrirane lucerke, odnosno približno 213 kg suhe tvari (količina od 190 kg krmiva s prosječnim udjelom od 84 % suhe tvari odgovara količini od 160 kg suhe tvari, a količina od 60 kg dehidrirane lucerke s prosječnim udjelom od 89 % suhe tvari odgovara količini od 53 kg suhe tvari),

— 250 kg suhe tvari koncentrata (što odgovara količini od 270 kg bruto tvari) koji potječe izvan zemljopisnog područja po kozi godišnje.

S obzirom na to da prosječna godišnja potrošnja koze iznosi 1 100 kg, udio hrane za životinje iz zemljopisnog područja iznosi dakle najmanje 58 % (u suhoj tvari).

3.4 *Posebni koraci u proizvodnji koji se moraju poduzeti na određenom zemljopisnom području*

Proizvodnja mlijeka, proizvodnja i zrenje sireva odvijaju se na zemljopisnom području određenom u točki 4.

3.5 *Posebna pravila za rezanje, ribanje, pakiranje itd. proizvoda na koji se odnosi registrirani naziv*

—

3.6 *Posebna pravila za označivanje proizvoda na koji se odnosi registrirani naziv*

Svaki sir koji se stavlja na tržište mora imati zasebnu etiketu na kojoj je naveden naziv ZOI, slovima čija je veličina barem jednaka veličini ostalih slova na etiketi.

Na etiketama sireva koji nose zaštićenu oznaku izvornosti „Banon” obvezno mora biti simbol ZOI-ja Europske unije.

Naziv „Banon” obavezno se mora nalaziti na računima i trgovačkim dokumentima.

4. **Sažeta definicija zemljopisnog područja**

Zemljopisno područje obuhvaća područje sljedećih općina:

Departman Alpes-de-Haute-Provence (04)

Općine na cjelokupnom području: Aiglun, Allemagne-en-Provence, Archail, Aubenas-les-Alpes, Aubignosc, Banon, Barras, Beaujeu, Bevons, Beynes, Bras-d'Asse, Brunet, Céreste, Champtercier, Châteaufort, Châteauneuf-Miravail, Châteauneuf-Val-Saint-Donat, Châteauredon, Clamensane, Cruis, Curel, Dauphin, Digne-les-Bains, Draix, Entrepierres, Entrevennes, Esparron-de-Verdon, Estoublon, Fontienne, Forcalquier, Hautes-Duyes, La Javie, La Motte-du-Caire, Lardiers, La Rochegiron, Le Brusquet, Le Castellard-Mélan, Le Castellet, Le Chauffaut-Saint-Jurson, L'Escale, Les Omergues, L'Hospitalet, Limans, Malijai, Mallefougasse-Augès, Mallemoisson, Mane, Marcoux, Mézel, Mirabeau, Montagnac-Montpezat, Montfuron, Montjustin, Montlaux, Montsalier, Moustiers-Sainte-Marie, Nibles, Niozelles, Noyers-sur-Jabron, Ongles, Oppedette, Peipin, Pierrerue, Pierrevert, Puimichel, Puimoisson, Quinson, Redortiers, Reillanne, Revest-des-Brousses, Revest-du-Bion, Revest-Saint-Martin, Riez, Roumoules, Sainte-Croix-à-Lauze, Sainte-Croix-du-Verdon, Saint-Étienne-les-Orgues, Saint-Jeannet, Saint-Julien-d'Asse, Saint-Jurs, Saint-Laurent-du-Verdon, Saint-Maime, Saint-Martin-de-Brômes, Saint-Martin-les-Eaux, Saint-Michel-l'Observatoire, Saint-Vincent-sur-Jabron, Salignac, Saumane, Sigonce, Simiane-la-Rotonde, Sisteron, Sourribes, Thoard, Vachères, Valbelle, Valernes, Villemus, Volonne.

Općine u dijelu područja: Château-Arnoux-Saint-Auban, Ganagobie, Gréoux-les-Bains, La Brillanne, Les Mées, Lurs, Manosque, Montfort, Oraison, Peyruis, Valensole, Villeneuve, Volx.

Za te je općine u zaštićenima planovima u svakoj pojedinoj Gradskoj vijećnici određena granica zemljopisnog područja.

Departman Hautes-Alpes (05)

Barret-sur-Méouge, Bruis, Chanousse, Val Buëch-Méouge (za državno područje nekadašnje općine Châteauneuf-de-Chabre), Éourres, Étoile-Saint-Cyrice, Garde-Colombe, La Piarre, Laragne-Montéglin, Le Bersac, L'Épine, Méreuil, Montclus, Montjay, Montmorin, Montrond, Moydans, Nossage-et-Bénévent, Orpierre, Ribeyret, Rosans, Saint-André-de-Rosans, Sainte-Colombe, Sainte-Marie, Saint-Pierre-Avez, Saléon, Salérans, Serres, Sigottier, Sorbiers, Trescléoux.

Departman Drôme (26)

Aulan, Ballons, Barret-de-Lioure, Eygalayes, Ferrassières, Izon-la-Bruisse, Laborel, Lachau, La Rochette-du-Buis, Mévouillon, Montauban-sur-l'Ouvèze, Montbrun-les-Bains, Montfroc, Montguers, Reilhanette, Rioms, Saint-Auban-sur-l'Ouvèze, Séderon, Vers-sur-Méouge, Villebois-les-Pins, Villefranche-le-Château.

Departman Vaucluse (84)

Aurel, Auribeau, Buoux, Castellet, Gignac, Lagarde-d'Apt, Monieux, Saignon, Saint-Christol, Saint-Martin-de-Castillon, Saint-Trinit, Sault, Sivergues, Viens.

5. **Povezanost sa zemljopisnim područjem**

Kolijevka je sira „Banon" pokrajina Haute-Provence, poglavito okolica općine Banon. Radi se o području srednje visokih, suhih planina u kojem krajolik čine brežuljci i zaravni pod utjecajem mediteranske klime.

Specifičnost područja je u tome što nema mnogo vode. Naime, podzemne su vode skrivene duboko u zemlji, a površinske su vode pod utjecajem neuobičajenih i vrlo neredovitih oborina, i to uglavnom tijekom jeseni i proljeća dok ljeti vlada velika suša.

Tlo na području proizvodnje sira „Banon" prilično je neplodno, uglavnom vapnenačko i propusno, s izvrsnom sposobnošću apsorpcije kiše.

Na tim se prostorima izmjenjuje rijetka šumska vegetacija koja se sastoji od alepskog bora, hrasta, žutilovke, šimšira i aromatičnog bilja, ledine prekrivene šipražjem i razbacanim grmljem te kulture prilagođene oporoj provansalskoj klimi srednje visokog gorja, s malo padalina, dosta sunca i prilično hladnim zimama, što zajedno stvara prostore pogodne za razvoj kraških pašnjaka za ispašu stada koza.

Prirodni uvjeti te regije objašnjavaju činjenicu što cijelo gospodarstvo toga područja pogoduje razvoju pastirske djelatnosti i kultura s niskim prinosima.

Uzgajivač temelji ishranu koza na pašnjacima i travnjacima. Uzgajivači su uspostavili jedinstveni proizvodni sustav koji spaja tu raznolikost prirodnih resursa. Ispaša obuhvaća tri vrste resursa: prirodne pašnjake, šume i mahunarke bogate dušikom. Većina uzgajivača čuva svoje koze što im omogućuje da, ovisno o količini hrane unesene tijekom ispaše na kraškim pašnjacima i o dijelu godišnjeg doba, upotpune tu prehranu ispašom grahoraka ili lucerne s livada.

Provansa je područje kulture „sirenja" za razliku od sjeverne Francuske gdje prevladava „mliječna" kultura (spora koagulacija oko 24 sata). Već su u 15. stoljeću kralju Reneu ponuđeni „ti mali meki sirevi nastali sirenjem", čime je referiranje na dodavanje sirila jasno vidljivo.

Kalupi za sir, koji su se tradicionalno upotrebljavali u Provansi, imaju velike otvore, što upućuje na to da je grušu dodano sirilo (mliječni gruš „bi nestao" u takvim kalupima).

Usto, omatanje sira koje je karakteristično za „Banon", ima dvije svrhe: s jedne strane to je tehnika konzerviranja, a s druge tehnika proizvodnje. To je prerada svježeg sira koja istodobno vodi računa o konzerviranju i poboljšanju sira.

Prerada proizvoda prvenstveno se temelji na priljubljivanju proizvoda listovima kestena, na „omatanju". Takav način rada obilježio je prijelaz s nedorađenog sira na „Banon". Ti listovi služe za izolaciju od zraka i kao pomoćno sredstvo koje omogućuje razvoj karakterističnih aroma sira.

Iako se čini da bi se brojne biljke mogle povezati sa sirom (loza, kesten, platana, orah itd.) upravo se listovi kestena nameću kao najbolji zbog čvrste strukture i tanina.

Povijest „Banona" počinje krajem 19. stoljeća. Na toj zemlji s niskim agronomskim potencijalom, seljak je iz siromašnih prirodnih resursa u svojem okolišu nastojao izvući najbolje što je mogao: na nekoliko komada kvalitetne zemlje uzgajao je osnovne prehrambene polikulture, a iz divljih šumskih prostora ili s ledina uzimao drva, divljač, brao gljive, bobičasto voće, tartufe ili lavandu. Osim svinje i malog peradarnika, svaka obitelj također drži i malo domaće stado sastavljeno od ovaca i nekoliko koza jer se te životinje međusobno dobro upotpunjavaju kako na zemlji, uzimajući ono najbolje što mogu s ledina i iz okolnih šumaraka, tako i po pitanju ekonomske isplativosti. Dok se ovca koristi za meso, koza kao „siromašna krava" služi za proizvodnju mlijeka. To će mlijeko poslužiti za prehranu obitelji dok je svježe, ali će ga pretvoriti u sir, što je jedini način da mu se produži hranjiva vrijednost.

Iako sir služi za kućnu uporabu, njegova komercijalna vrijednost proizlazi iz viška proizvodnje u odnosu na obiteljsku potrošnju. Stoga će taj višak u proizvodnji krenuti put lokalnih tržnica gdje će biti prodan.

I upravo je tako Banon, kao raskršće važnih putova i središte kantona te zemljopisno središte područja Lure i Albion, postao najvažnije mjesto za sajmove ili tržnice sireva.

Prvi spomen omotanih kozjih sireva povezanih s imenom „Banon" nalazi se u Provansalskoj kuharici Mariusa MORARDA iz 1886.

Poslijeratno razdoblje obilježava postupno uvođenje tehničkog napretka u sirarske proizvodne procese. Stada koza se specijaliziraju što omogućuje izlazak iz okvira domaće proizvodnje: prvobitno se sir proizvodio za prehranu obitelji te dodatno za prodaju, a sada se prelazi u fazu kada je proizvodnja ponajprije namijenjena prodaji (višak služi za prehranu obitelji).

Pogledamo li studiju JM MARIOTTINIJA „U potrazi za sirom: ‚Banon' elementi povijesti i etnologije", „Banon" je oduvijek bio sir nastao tehnologijom dodavanja sirila i ostaje jedan od rijetkih sireva koji se proizvodi tom tehnikom.

„Banon" je mekani sir proizveden od punomasnog sirovog kozjeg mlijeka. Dobiva se brzim grušanjem (dodavanjem sirila ili stvaranjem mekog gruša). Zreli se sir omata, odnosno potpuno prekriva prirodnim smeđim listovima kestena te se veže sa 6 do 12 vrpci prirodne rafije.

Svojstva „Banona" jesu sljedeća:

— kora je ispod listova kremastožute ili tamno zlatne boje,

— tijesto je kremaste teksture i topi se u ustima,

— ima životinjske note, uglavnom kozje, koje su često popraćene aromom amonijaka i raslinja, s blagim okusom gorčine na kraju.

Zemljopisno područje pod utjecajem je mediteranske klime slabo plodnog tla koji se prvenstveno sastoji od vapnenca koji se najčešće pojavljuje na površini i ne zadržava vodu. Ti elementi pogoduju rastu vegetacije koja se sastoji od neplodne šikare obrasle bodljikavom žutilovkom, bijelim glogom, trnjinom, bušinima, borovicom, lavandom, čubrom, timijanom i stablima kestena. To je područje prikladno za uzgoj koza i pastirsku djelatnost.

U tim klimatskim uvjetima nužna je primjena tehnike mekog gruša (visoka temperatura i suša). Bez posebno prilagođenih tehnika, na tom je području zapravo nemoguće ohladiti mlijeko i sačuvati ga na niskoj temperaturi da bi mliječni fermenti mogli djelovati bez opasnosti od kvarenja. Stoga se gruš mlijeka mora aktivirati, odnosno potaknuti njegovu koagulaciju sirilom.

Zahvaljujući umatanju sireva hrane je bilo tijekom cijele godine te se zato moglo preživjeti sušno zimsko razdoblje kada su koze zasušene.

„Banon" je rezultat kombinacije svih tih čimbenika: siromašnog okoliša pogodnog za ekstenzivno kozarstvo kojem dodatnu vrijednost daje ljudski rad, topla i suha klima koja prirodno vodi do tehnika dodavanja sirila u gruš kao i tehnika prerade (omatanje) koja omogućuje konzerviranje sireva.

Upućivanje na objavu specifikacije

(članak 6. stavak 1. drugi podstavak ove Uredbe)

https://info.agriculture.gouv.fr/gedei/site/bo-agri/document_administratif-3ab11b39-00cf-48f7-a2b3-ac5e71b90836

PROVEDBENA ODLUKA KOMISIJE

od 14. svibnja 2019.

o objavi u *Službenom listu Europske unije* zahtjeva za odobrenje izmjene koja nije manja specifikacije proizvoda kako je navedena u članku 53. Uredbe (EU) br. 1151/2012 Europskog parlamenta i Vijeća za naziv „Beurre d'Isigny" (ZOI)

(2019/C 177/03)

EUROPSKA KOMISIJA,

uzimajući u obzir Ugovor o funkcioniranju Europske unije,

uzimajući u obzir Uredbu (EU) br. 1151/2012 Europskog parlamenta i Vijeća od 21. studenoga 2012. o sustavima kvalitete za poljoprivredne i prehrambene proizvode ([1]), a posebno njezin članak 50. stavak 2. točku (a) u vezi s njezinim člankom 53. stavkom 2.,

budući da:

(1) Francuska je podnijela zahtjev za odobrenje izmjene specifikacije proizvoda koja nije manja za naziv „Beurre d'Isigny" (ZOI) u skladu s člankom 49. stavkom 4. Uredbe (EU) br. 1151/2012.

(2) U skladu s člankom 50. Uredbe (EU) br. 1151/2012 Komisija je ispitala taj zahtjev i zaključila da ispunjava uvjete utvrđene u toj uredbi.

(3) Kako bi se omogućilo podnošenje obavijesti o prigovoru u skladu s člankom 51. Uredbe (EU) br. 1151/2012, zahtjev za odobrenje izmjene koja nije manja specifikacije proizvoda, kako je navedeno u članku 10. stavku 1. prvom podstavku Provedbene uredbe Komisije (EU) br. 668/2014 ([2]), uključujući izmijenjeni jedinstveni dokument i upućivanje na objavu specifikacije proizvoda za registrirani naziv „Beurre d'Isigny" (ZOI) trebalo bi objaviti u *Službenom listu Europske unije*,

ODLUČILA JE:

Jedini članak

Zahtjev za odobrenje izmjene specifikacije proizvoda koja nije manja, kako je navedeno u članku 10. stavku 1. prvom podstavku Provedbene uredbe Komisije (EU) br. 668/2014, uključujući izmijenjeni jedinstveni dokument i upućivanje na objavu odgovarajuće specifikacije proizvoda za registrirani naziv „Beurre d'Isigny" (ZOI), nalazi se u Prilogu ovoj Odluci.

U skladu s člankom 51. Uredbe (EU) br. 1151/2012 objava ove Odluke temelj je za pravo na podnošenje prigovora na izmjenu iz prvog stavka ovog članka u roku od tri mjeseca od datuma objave ove Odluke u *Službenom listu Europske unije*.

Sastavljeno u Bruxellesu 14. svibnja 2019.

Za Komisiju

Phil HOGAN

Član Komisije

([1]) SL L 343, 14.12.2012., str. 1.

([2]) Provedbena uredba Komisije (EU) br. 668/2014 od 13. lipnja 2014. o utvrđivanju pravila za primjenu Uredbe (EU) br. 1151/2012 Europskog parlamenta i Vijeća o sustavima kvalitete za poljoprivredne i prehrambene proizvode (SL L 179, 19.6.2014., str. 36.).

PRILOG

ZAHTJEV ZA ODOBRENJE IZMJENE KOJA NIJE MANJA U SPECIFIKACIJI ZA PROIZVOD ZAŠTIĆENE OZNAKE IZVORNOSTI/ ZAŠTIĆENE OZNAKE ZEMLJOPISNOG PODRIJETLA

Zahtjev za odobrenje izmjene u skladu s člankom 53. stavkom 2. prvim podstavkom Uredbe (EU) br. 1151/2012.

„Beurre d'Isigny"

EU br.: PDO-FR-0138-AM01 – 19.10.2017.

ZOI (X) ZOZP ( )

1. **Skupina koja podnosi zahtjev i legitimni interes**

Syndicat Professionnel de Défense des Producteurs de Lait et Transformateurs de Beurre et Crème d'Isigny-sur-Mer – Baie des Veys
2, rue du docteur Boutrois
14230 Isigny-sur-Mer
FRANCUSKA

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(Sastav: skupinu koja podnosi zahtjev čine proizvođači mlijeka i maslaca. Stoga ima legitimni interes za podnošenje zahtjeva za izmjenu.)

2. **Država članica ili treća zemlja**

Francuska

3. **Rubrika specifikacije proizvoda na koju se primjenjuje izmjena**

— ☐ Naziv proizvoda

— ☒ Opis proizvoda

— ☒ Zemljopisno područje

— ☒ Dokaz o podrijetlu

— ☒ Metoda proizvodnje

— ☒ Povezanost sa zemljopisnim područjem

— ☒ Označivanje

— ☒ Ostalo [podaci o nadležnoj službi u državi članici i skupini koja podnosi zahtjev, podaci o nadzornom tijelu, nacionalni zahtjevi]

4. **Vrsta izmjena**

— ☐ Izmjena specifikacije proizvoda registriranog ZOI-ja ili ZOZP-a koja se ne može smatrati manjom izmjenom u skladu s člankom 53. stavkom 2. trećim podstavkom Uredbe (EU) br. 1151/2012

— ☒ Izmjena specifikacije proizvoda registriranog ZOI-ja ili ZOZP-a za koji nije objavljen jedinstveni dokument (ili istovrijedan dokument), koja se ne može smatrati manjom izmjenom u skladu s člankom 53. stavkom 2. trećim podstavkom Uredbe (EU) br. 1151/2012

5. **Izmjene**

5.1. ***Rubrika „Opis proizvoda"***

Za razliku od specifikacije registrirane 1996. za dva proizvoda, maslac „Beurre d'Isigny" i vrhnje „Crème d'Isigny", poglavlje s opisom karakteristika proizvoda odnosi se jedino na maslac „Beurre d'Isigny".

Uz to, proširena je definicija boje proizvoda kako bi se u obzir uzele sezonske promjene u prehrani mliječnih krava koje utječu na boju maslaca. Umjesto „zlatnožute boje" boja proizvoda definirana je kao: „boje bjelokosti do zlatnožute boje". Izraz „glatka" tekstura dopunjava se izrazom „pogodan je za mazanje". Kako bi se proizvod bolje okarakterizirao, briše se izraz „mirisan" koji proizvod ne opisuje dovoljno detaljno. Umjesto toga arome su opisane na sljedeći način: „arome svježeg vrhnja i lješnjaka". U cilju obuhvaćanja svih mogućih upotreba proizvoda dodaje se i navod da se maslac „može teksturirati kako bi bio pogodan za raslojavanje". U tom se poglavlju navodi i da maslac „može biti slan" što je u važećim specifikacijama navedeno jedino u dijelu „Metoda dobivanja". Naposljetku, dodaju se udjeli masti različitih kategorija maslaca: najmanje 82 % za slatki maslac i najmanje 80 % za slani maslac.

Stoga se tekst važećih specifikacija: „Ova dva mliječna proizvoda imaju izvorne značajke. Prirodne su zlatnožute boje. Mirisni su i glatke teksture."

zamjenjuje sljedećim:

„Maslac ‚Beurre d'Isigny' prirodne je boje bjelokosti do zlatnožute boje. Zbog svoje glatke teksture pogodan je za mazanje. Često se osjete arome kiselog vrhnja i lješnjaka. Maslac se može teksturirati kako bi bio pogodan za raslojavanje te može biti slan.

Slatki maslac ima udio masti veći od 82 %, a udio masti u slanom maslacu veći je od 80 %."

Ovaj se odlomak dodaje i u točku 3.2. jedinstvenog dokumenta umjesto rečenice iz sažetka kojom se u opisu proizvoda navodi: „Maslac je prirodne zlatnožute boje koja nastaje zbog iznimno visokog udjela karotenoida."

Nadalje, izraz „iznimno visok udio karotenoida" ponavlja se u rubrici specifikacija i jedinstvenog dokumenta o uzročnoj povezanosti jer rubrika o opisu proizvoda ne sadržava ciljnu vrijednost udjela karotenoida u maslacu.

5.2. ***Rubrika „Zemljopisno područje"***

Poglavlje specifikacija „Definicija zemljopisnog područja" obuhvaća sve faze koje se odvijaju na zemljopisnom području. Ažurirani su i nazivi različitih općina koje pripadaju zemljopisnom području.

Predmetnim se izmjenama pojašnjavaju različite faze i ažurira popis općina, ali ne mijenja se definicija zemljopisnog područja.

Pakiranje proizvoda obvezno se provodi na zemljopisnom području. Taj se postupak stoga mora odvijati brzo nakon završetka proizvodnje kako ne bi došlo do promjene proizvoda zbog oksidacije masti do koje često dolazi tijekom dugotrajnog transporta te kako bi se izbjegla prijevara (mješavina maslaca). Osim toga, navodi se da se eventualno smrzavanje/duboko smrzavanje proizvoda provodi na zemljopisnom području oznake izvornosti. Time se osigurava najbolja moguća sljedivost i jamči kontinuitet faza koje se trebaju provoditi na zemljopisnom području

5.3. ***Rubrika „Dokaz o podrijetlu"***

U pogledu izrade nacionalnih zakona i propisa poglavlje specifikacija o „Podacima koji dokazuju podrijetlo proizvoda sa zemljopisnog područja" pročišćeno je te objedinjuje obveze prijavljivanja i vođenja registara u pogledu sljedivosti proizvoda i praćenja uvjeta proizvodnje.

Stoga se dodaju odlomci o sljedećem:

— „identifikacijskoj prijavi" subjekata i njihovih različitih obveza prijavljivanja, konkretno o privremenoj obustavi proizvodnje („prethodna izjava o nepostojanju namjere proizvodnje" i „prethodna izjava o ponovnom pokretanju proizvodnje"),

— „vođenju registara” kojima se utvrđuju obveze uzgajivača i koji uključuje nacionalne odredbe na snazi za proizvođače maslaca i

— načinima kontrole predviđenima nacionalnim odredbama na snazi: „Cjelokupni postupak upotpunjen je analitičkim i organoleptičkim ispitivanjima koja se provode nenajavljeno i ispitivanjem uzoraka zapakiranih proizvoda spremnih za prodaju.”

5.4. ***Rubrika „Metoda proizvodnje”***

Specifikacija sadržava brojne točke u kojima su opisane metode proizvodnje kako bi se bolje opisali uvjeti proizvodnje mlijeka i prerada maslaca „Beurre d'Isigny”. Ti elementi pridonose jačanju povezanosti sa zemljopisnim područjem.

Uvedene su odredbe o upravljanju mliječnim stadom (pasmina, prehrana) koje se temelje na tradicionalnim praksama.

Upravljanje stadom

Mliječno stado definirano je na sljedeći način:

„U smislu ovih specifikacija stado je cijelo goveđe mliječno stado na jednom gospodarstvu koje se sastoji od mliječnih krava u laktaciji i zasušenih junica.”

Cilj je predmetne odredbe specifikacije jasno utvrditi na koje se životinje upućuje pri upotrebi pojmova „mliječno stado” i „mliječne krave” kako bi se izbjegla zabuna.

U cilju potvrde povezanosti između proizvoda i zemljopisnog područja u pogledu tradicije ispaše na zemljopisnom području ishrana travom (ispaša, sijeno …) uređena je sljedećim odredbama:

— „Ispaša stada traje najmanje sedam mjeseci.”

— „Glavna površina za ispašu svakog gospodarstva sastoji se od najmanje 50 % trave. Svaka od krava u laktaciji ima na raspolaganju najmanje 35 jutara travnjaka (prirodnih, privremenih ili godišnjih) od čega najmanje 20 jutara pašnjaka ili najmanje 10 jutara pašnjaka uz ishranu svježim krmivom.”

Pasmina

Kako bi se zajamčila znatna upotreba mlijeka koje se dobiva od krava normandijske pasmine za proizvodnju maslaca „Beurre d'Isigny” i s obzirom na to da je to element povezanosti zemljopisnog područja i proizvoda, dodaje se sljedeći tekst:

„Pri proizvodnji prikupljeno mlijeko namijenjeno proizvodnji maslaca ‚Beurre d'Isigny' dolazi od cijelog stada koje se sastoji od najmanje 30 % mliječnih krava normandijske rase.”

U cilju definiranja pojma prikupljanja i utvrđivanja kontrole odredbe dodaje se i sljedeći tekst:

„Prikupljeno mlijeko obuhvaća svo mlijeko koje proizvođač prikupi i upotrijebi za izradu maslaca u razdoblju od 48 sati.”

Ta se detaljna objašnjenja uvode u točku 3.3. jedinstvenog dokumenta.

Ishrana stada

Kako bi se potvrdila povezanost proizvoda sa zemljopisnim područjem i to prehranom mliječnih krava koja većinom potječe sa zemljopisnog područja, dodaje se navod da 80 % osnovnog obroka stada potječe sa zemljopisnog područja te da svježa ili konzervirana trava mora činiti prosječno najmanje 40 % obroka tijekom razdoblja ispaše i najmanje 20 % dnevnog obroka u ostalom dijelu godine. Nadalje, kako bi se bolje definirala vrsta upotrijebljene hrane, utvrđen je pozitivan popis dopuštenog krmiva. Stoga se u specifikaciju dodaju sljedeće odredbe:

„Na zemljopisnom području proizvodi se 80 % osnovnog obroka stada, izračunano u suhoj tvari. Osnovni obrok sastoji se od sljedećeg svježeg ili konzerviranog krmiva: trave, kukuruza, mladih žitarica ili proteinskih usjeva (cijele biljke), slame, lucerne te stočne repe, korjenastog povrća i dehidrirane pulpe repe.”

„Svježa ili konzervirana trava čini najmanje 40 % osnovnog obroka tijekom prosječno najmanje sedam mjeseci ispaše. U ostalom dijelu godine njezin udio u dnevnom stočnom obroku ne smije biti manji od 20 % izraženo u suhoj tvari.”

Predmetne odredbe, koje se odnose na ishranu stada, navedene su i u točki 3.3 jedinstvenog dokumenta.

Unos dodataka ishrani za mliječne krave ograničen je na 1 800 kg suhe tvari po kravi u stadu tijekom kalendarske godine. Time se nastoji izbjeći da ti dodaci ishrani zauzmu glavno mjesto u prehrani stada te se potiče osnovni obrok koji dolazi sa zemljopisnog područja.

Dodaje se sljedeći odlomak:

„Unos dodataka ishrani ograničen je na 1 800 kg izraženo u suhoj tvari po kravi u stadu tijekom kalendarske godine.”

Ta je odredba dodana i u točku 3.3. jedinstvenog dokumenta.

Specifikacijom se utvrđuju proizvodi i sirovine koji su zabranjeni u prehrani krava u laktaciji zbog njihova negativnog učinka na organoleptička svojstva mlijeka. Stoga se dodaje sljedeći odlomak:

„U osnovnom obroku i dodacima ishrani zabranjeni su: kupus, repa, stočna repa i repica kao zeleno krmivo.

Sljedeće sirovine zabranjene su kao dodaci ishrani prema klasifikaciji hrane za životinje iz Priloga C Uredbi (EU) br. 68/2013 o hrani za životinje:

— palmino ulje, ulje kikirikija, suncokretovo i maslinovo ulje i njihovi izomeri (razred 2.20.1.);

— mliječni proizvodi i od njih dobiveni proizvodi (razred 8.);

— proizvodi od kopnenih životinja te od njih dobiveni proizvodi (razred 9.);

— ribe, ostale akvatične životinje te njihovi proizvodi (razred 10.) osim ulja jetre bakalara i

— razno (razred 13.) osim glukozne melase.

Zabranjeni su i urea i njezini derivati te nutritivni dodaci utvrđeni Prilogom 1. Uredbi (EZ) br. 1831/2003 o dodacima hrani za životinje.”

Ti su različiti elementi navedeni u točki 3.3. jedinstvenog dokumenta.

Kako bi se bolje opisale sadašnje prakse, dodaju se dva poglavlja o različitim fazama proizvodnje maslaca: „prikupljanje i zaprimanje mlijeka” te „izrada i pakiranje”.

Prikupljanje i zaprimanje mlijeka

Kako bi se izbjegli problemi s kvarenjem sirovine na farmi, utvrđen je rok za skladištenje mlijeka namijenjenog proizvodnji maslaca „Beurre d'Isigny”.

Osim toga, radi bolje sljedivosti zabranjen je prekrcaj mlijeka između gospodarstva i pogona za proizvodnju maslaca.

Naposljetku, dodan je kriterij o kiselosti sirova mlijeka kako bi se zajamčila nepokvarena sirovina

Ti su različiti elementi navedeni u sljedećoj odredbi:

„Mlijeko se prikuplja najviše svakih 48 sati nakon prve mužnje. Mlijeko prikupljeno na gospodarstvima dostavlja se izravno u pogon za obiranje mlijeka bez prekrcaja. Kiselost sirova mlijeka pri primopredaji iznosi između 14 ° i 16 °Dornic, a njegova pH-vrijednost između 6,6 i 6,85.”

Ta se odredba u cijelosti nalazi u točki 3.3. jedinstvenog dokumenta.

Izrada i pakiranje

Obiranje i pasterizacija

dodaje se poglavlje o obiranju i pasterizaciji. Utvrđeno je da je „vrijeme čekanja prije obiranja najviše 48 sati nakon zaprimanja mlijeka” kako bi se očuvala kvaliteta sirovine.

Dodane su sljedeće dvije faze pasterizacije koje omogućuju dobivanje utvrđenog proizvoda:

„Prikupljeno punomasno mlijeko može se prije obiranja pretpasterizirati pri temperaturi od 74 °C. Nakon obiranja vrhnje se tijekom 30 do 180 sekundi pasterizira na temperaturi između 86 °C i 95 °C.”

Tom se odredbom dopunjuje odredba iz važeće specifikacije: „Mlijeko i vrhnje pasteriziraju se.”

Osim toga brišu se upućivanja na pravne zahtjeve i nacionalne propise o stoci, mlijeku i maslacu.

Nadalje, određen je najdulji rok između završetka obiranja mlijeka i pasterizacije kako bi se očuvala kvaliteta sirovine: „Taj se postupak provodi u roku od najviše 36 sati nakon završetka obiranja mlijeka.”

Kako bi se utvrdile vrste vrhnja koje se mogu upotrijebiti za proizvodnju maslaca „Beurre d'Isigny”, utvrđeno je da je „Minimalni udio masti u vrhnju namijenjenom proizvodnji maslaca najmanje 35 grama na 100 grama proizvoda.”

U pogledu različitih upotreba proizvoda u trenutku obiranja i pasterizacije mlijeka dodaje se da se „lagano vrhnje, sirovo vrhnje, sterilizirano vrhnje i vrhnje sterilizirano pri vrlo visokoj temperaturi ne mogu upotrijebiti za izradu maslaca.”

Ta se rečenica dodaje u točku 3.3. jedinstvenog dokumenta.

Dopunjen je i popis tvari koje se ne smiju upotrebljavati za dobivanje maslaca „Beurre d'Isigny”, odnosno utvrđuju se zabrana mlaćenice i zabrana dodavanja aditiva, pomoćnih tvari za preradu i drugih sastojaka osim mliječnih startera.

Stoga se sljedeći odlomak:

„Za potrebe proizvodnje maslaca ‚Beurre d'Isigny' i njegova stavljanja na tržište zabranjena je upotreba sljedećih tvari:

— vrhnja sirutke, rekonstituiranog, smrznutog ili duboko smrznutog vrhnja,

— bojila ili antioksidanasa i

— regulatora kiselosti namijenjenih smanjenju kiselosti mlijeka ili vrhnja,”

zamjenjuje odlomkom:

„Lagano vrhnje, sirovo vrhnje, sterilizirano vrhnje ili vrhnje sterilizirano pri vrlo visokoj temperaturi ne smiju se upotrebljavati za izradu maslaca.

U proizvodnji vrhnja namijenjenog izradi maslaca ‚Beurre d'Isigny' zabranjena je upotreba vrhnja sirutke, mlaćenice, rekonstituiranog, smrznutog ili duboko smrznutog vrhnja, bojila ili antioksidanasa, regulatora kiselosti namijenjenih smanjenju kiselosti mlijeka ili vrhnja, aditiva, pomoćnih tvari za preradu i svih drugih sastojaka osim mliječnih startera.”

Odredba kojom se utvrđuje da „svi postupci kojima se povećava udio nemasne suhe tvari, a posebno dodavanje kultura i mliječnih startera tijekom miješanja” premještena je u poglavlje „Nanošenje mikrobne kulture i bućkanje” u kojem se navode i kojim se utvrđuju različite faze proizvodnje maslaca u strogom smislu, a posebno faza miješanja (ili bućkanja).

Odredba kojom se utvrđuje da se „maslacu može dodati najviše 2 grama soli na 100 grama proizvoda” jednako je tako premještena u poglavlje „Nanošenje mikrobne kulture i bućkanje” uz brisanje ograničenja od 2 grama soli na 100 grama jer je ono već utvrđeno općim propisima.

Nanošenje mikrobne kulture i bućkanje

Sastavljeno je novo poglavlje kako bi se razdvojile odredbe o nanošenju mikrobne kulture i bućkanju. Posebno se utvrđuje da se nanošenje mikrobne kulture kod vrhnja provodi „u pogonu za izradu maslaca” i to u roku od najviše 48 sati od završetka obiranja mlijeka. Dodaje se i da treba poštovati maksimalan rok od 72 sata između zaprimanja mlijeka i nanošenja mikrobne kulture kod vrhnja.

Metoda dobivanja maslaca isto je tako detaljno opisana dodajući da se maslac dobiva bućkanjem fermentiranog i zrelog vrhnja (u bućkalici za maslac ili u stepci) te da se dobivena zrna maslaca miješaju, a zatim eventualno peru, a pH-vrijednost gotova maslaca ne smije biti veća od 6.

Utvrđuje se zabrana postupaka kojima se pH-vrijednost maslaca snižava drugim postupkom osim biološkog zrenja. Isto tako, tijekom proizvodnje maslaca izričito je zabranjeno dodavanje koncentriranog permeata mliječne kulture i aromatičnog kvasca (NIZO proces). Briše se mogućnost dodavanja soli u granici od 2 grama na 100 grama maslaca jer je granica već utvrđena općim propisima.

Poglavlje „Nanošenje mikrobne kulture i bućkanje” specifikacije stoga glasi:

„Nanošenje mikrobne kulture na vrhnje namijenjeno izradi maslaca ‚Beurre d'Isigny' provodi se u pogonu za izradu maslaca pri temperaturi između 9 °C i 15 °C najkasnije 48 sati nakon završetka obiranja mlijeka i najkasnije 72 sata nakon zaprimanja mlijeka. Prije bućkanja u bućkalici ili stepki vrhnje se podvrgava biološkom zrenju tijekom najmanje 12 sati na temperaturi između 9 °C i 15 °C. Zrna maslaca zatim se miješaju i eventualno ispiru. Nakon izrade pH-vrijednost maslaca ne smije biti veća od 6.

Zabranjen je bilo kakav proces kojim se povećava udio nemasne suhe tvari, a posebno dodavanje kultura i mliječnih startera tijekom miješanja. Isto tako, zabranjen je svaki postupak kojim se snižava pH-vrijednost maslaca drugim postupkom osim biološkim zrenjem vrhnja, a posebno dodavanje koncentriranog permeata mliječne kulture i aromatičnog kvasca tijekom izrade maslaca (NIZO proces).

Maslacu se može dodati sol u granicama određenima propisima.”

U pogledu „teksturiranja” utvrđeno je da se maslac „Beurre d'Isigny” može teksturirati radi njegove prilagodbe upotrebi u pekarstvu i slastičarstvu:

„Maslac ‚Beurre d'Isigny' može se fizički obrađivati, odnosno kristalizirati i time dobiti plastičnost i mehaničku otpornost te razviti otpornost na topljenje (maslac za lisnata tijesta) kako bi se kao sirovina mogao upotrijebiti u pripremi prehrambenih namirnica, a posebno u pekarstvu i slastičarstvu.”

Taj je postupak potreban jer postoje velike razlike u otapanju maslaca ovisno o godišnjem dobu: maslac je mekši ljeti, a tvrđi zimi. Ta razlika u topljenju nastaje zbog razlike u sastavu masnih kiselina u masti. Fizičkom obradom maslaca ta se razlika uklanja te se osigurava pravilna konzistentnost tijekom cijele godine. Takva promjena teksture maslaca omogućuje optimalnu prikladnost za raslojavanje. Tim se postupkom ne mijenja okus maslaca. Taj se postupak primjenjivao već pri registraciji ZOI-a „Beurre d'Isigny”, ali u registriranoj specifikaciji nije bio toliko detaljno opisan. Pekarski i slastičarski proizvodi pokazuju sve kvalitete maslaca „Beurre d'Isigny” ZOI u drugom obliku.

Pakiranje je detaljno opisano u svrhu preciziranja određenih praksi. Dodano je da maslac pakiran u pakiranja od 1 kg do najviše 25 kg može biti smrznut ili duboko smrznut tijekom najviše 12 mjeseci. Maslac se može smrznuti/duboko smrznuti najkasnije 10 dana nakon faze teksturiranja za teksturirani maslac i 30 dana nakon proizvodnje za neteksturirani maslac. Maslac se u tom slučaju čuva na temperaturi od −18 °C do −23 °C.

Smrzavanjem maslaca pakiranog u pakiranja od 1 kg i spremnicima od više od 10 kg zadovoljavaju se potrebe određenih poduzeća prehrambene industrije (pekare, slastičarnice) kojima je potreban maslac čija konzistencija ima posebne značajke povezane s razdobljem proizvodnje. Smrzavanje ili duboko smrzavanje tijekom najviše 12 mjeseci ne mijenja organoleptičke značajke maslaca. Naime, ta se uobičajena praksa koja je vrlo raširena u mliječnoj industriji danas pokazala učinkovitom u pogledu konzervacije i očuvanja organoleptičkih kvaliteta.

U pogledu pakiranja maslaca dodaje se navod da je najveće dopušteno pakiranje za prodaju 25 kilograma. Ta je odredba u skladu s tradicijom pakiranja maslaca „Beurre d'Isigny" u velikim spremnicima (spremnici od 20 do 200 litara koji su se upotrebljavali u 18. i 19. stoljeću). Ipak, dopušten je transport maslaca od jednog do drugog pogona unutar zemljopisnog područja u pakiranjima veće težine.

Odredba specifikacija glasi:

„Maslac ‚Beurre d'Isigny' pakira se u prodajna pakiranja čija težina nije veća od 25 kilograma. Dopušten je transport maslaca od pogona do pogona unutar određenog zemljopisnog područja u pakiranjima veće težine.

Maslac ‚Beurre d'Isigny' može se smrznuti/duboko smrznuti i održavati na temperaturi od −18 °C do −23 °C samo ako je pakiran u pakiranje od najmanje 1 kilogram do najviše 25 kilograma i najviše tijekom razdoblja od 12 mjeseci. Smrzavanje/duboko smrzavanje provodi se najkasnije 10 dana nakon izrade maslaca za teksturirani maslac i najkasnije 30 dana nakon izrade za neteksturirani maslac."

Ta su pravila djelomično navedena u točki 3.5. jedinstvenog dokumenta „Posebna pravila za rezanje, ribanje, pakiranje itd. proizvoda na koji se odnosi registrirani naziv."

5.5. ***Rubrika „Povezanost"***

Poglavlje specifikacija „Povezanost sa zemljopisnim područjem" u cijelosti je prepisano kako bi se što jasnije prikazala povezanost između maslaca „Beurre d'Isigny" i njegova zemljopisnog područja, bez izmjene srži povezanosti. Tim se prikazom posebno naglašavaju uvjeti proizvodnje mlijeka, a osobito činjenica da prehrana temeljena na optimalnoj upotrebi trave uz dugo razdoblje ispaše omogućuje postizanje kvalitete masne tvari u mlijeku prikladnu za izradu maslaca „Beurre d'Isigny" koja zahtijeva posebno umijeće. Pritom se briše i navod da je maslac „Beurre d'Isigny" bogat oleinskom kiselinom jer se smatra nespecifičnom informacijom.

Točka „Posebnosti zemljopisnog područja" uključuje prirodne čimbenike zemljopisnog područja i ljudske čimbenike koje spaja s povijesnom komponentom te naglašava specifično umijeće.

Točka „Posebnosti proizvoda" naglašava određene elemente koji su uneseni u opis proizvoda.

Naposljetku, točkom „Uzročna povezanost" pojašnjava se interakcija prirodnih i ljudskih čimbenika te proizvoda.

Cjelokupan dio o povezanosti naveden u specifikaciji ZOI-ja nalazi se u točki 5. jedinstvenog dokumenta.

5.6. ***Rubrika „Označivanje"***

U cilju razjašnjavanja elemenata koji potrošačima omogućuju identifikaciju proizvoda:

— dodaje se navod da proizvodi s oznakom izvornosti imaju pojedinačne etikete s nazivom oznake izvornosti, a veličina slova na etiketi iznosi najmanje dvije trećine veličine većih slova na toj etiketi. To se pravilo ne primjenjuje na naljepnicu ako je naziv oznake izvornosti naveden i na etiketi;

— izmijenjeni su izrazi koji se trebaju nalaziti na naljepnici na pakiranju: „zaštićena" umjesto „kontrolirana". Gospodarski subjekt odgovoran je za stavljanje naljepnica;

— navedeno je da se simbol ZOI Europske unije nalazi u neposrednoj blizini naljepnice (jedan pored drugog ili jedan ispod drugog, a između njih ne smije biti nikakav drugi izraz).

Briše se odredba o zabrani upotrebe riječi „Isigny" ili „Isigny-sur-mer" ili bilo koje druge riječi, grafičkog prikaza ili ilustracije koja se odnosi na to područje za proizvode koji ne odgovaraju uvjetima utvrđenima u specifikaciji jer ta odredba ne pripada specifikaciji.

Sljedeći odlomci:

„Naljepnica s riječima ‚Beurre d'Isigny – kontrolirana oznaka izvornosti' ili ‚Crème d'Isigny – kontrolirana oznaka izvornosti' mora biti zalijepljena ili navedena na pakiranju ili spremniku pod nadzorom zainteresiranog subjekta.

Upotreba toponima ‚Isigny' ili ‚Isigny-sur-Mer' ili bilo koje druge riječi, grafičkog prikaza ili ilustracije koja se odnosi na to područje zabranjena je pri stavljanju na tržište maslaca koji nije proizveden, pakiran i stavljen na tržište u skladu s odlukom kojom se uređuje dodjeljivanje oznake."

zamjenjuju se ovim odlomcima:

„Svako pakiranje maslaca ‚Beurre d'Isigny' s oznakom ZOI koje se stavlja na tržište mora imati pojedinačnu naljepnicu koja sadržava naziv oznake izvornosti ispisan slovima čija veličina iznosi najmanje dvije trećine veličine slova na etiketi.

Naljepnica s riječima ‚Beurre d'Isigny – Zaštićena oznaka izvornosti' mora biti zalijepljena ili prikazana na pakiranju ili spremniku pod nadzorom subjekta.

Simbol ZOI Europske unije i naljepnica nalaze se jedan pored drugog ili jedan ispod drugog, a između njih ne smije biti nikakav drugi izraz. Najmanja veličina oznake izvornosti ne primjenjuje se na naljepnicu ako se ta oznaka već nalazi na etiketi."

Ta se izmjena odnosi i na točku 3.6. jedinstvenog dokumenta „Posebna pravila za označivanje proizvoda na koji se odnosi registrirani naziv".

5.7. ***Rubrika „Ostalo"***

U poglavlju „Nadležna služba u državi članici" ažurirana je adresa Nacionalnog instituta za podrijetlo i kvalitetu (INAO).

U poglavlju „Skupina koja podnosi zahtjev" ažurirani su podaci o skupini koja podnosi zahtjev.

U poglavlju specifikacija „Upućivanja na nadzorna tijela" ažurirani su naziv i podaci službenih tijela. U toj se rubrici navode podaci nadležnih tijela u području kontrola na razini Francuske: Nacionalnog instituta za podrijetlo i kvalitetu (INAO) i Glavne uprave za tržišno natjecanje, potrošačka pitanja i sprečavanje prijevara (DGCCRF). Dodaje se informacija o tome da su naziv i podaci o certifikacijskom tijelu dostupni na internetskim stranicama INAO-a te u bazi podataka Europske komisije.

Specifikaciji se dodaje poglavlje „Nacionalni zahtjevi". Sastoji se od tablice glavnih točaka koje treba kontrolirati, njihovih referentnih vrijednosti kao i metode njihova ocjenjivanja.

JEDINSTVENI DOKUMENT

„Beurre d'Isigny"

EU br.: PDO-FR-0138-AM01 – 19.10.2017.

ZOI (X) ZOZP ( )

1. **Naziv**

„Beurre d'Isigny"

2. **Država članica ili treća zemlja**

Francuska

3. **Opis poljoprivrednog ili prehrambenog proizvoda**

3.1. *Vrsta proizvoda*

Razred 1.5. Ulja i masti (maslac, margarin, ulja itd.)

3.2. *Opis proizvoda na koji se odnosi naziv iz točke 1.*

Maslac „Beurre d'Isigny" prirodne je boje bjelokosti do zlatnožute boje. Zbog svoje glatke teksture pogodan je za mazanje. Često se osjete arome kiselog vrhnja i lješnjaka. Maslac se može teksturirati kako bi bio pogodan za raslojavanje i može biti slan.

Slatki maslac ima udio masti veći od 82 %, a udio masti u slanom maslacu veći je od 80 %.

3.3. *Hrana za životinje (samo za proizvode životinjskog podrijetla) i sirovine (samo za prerađene proizvode)*

Kako bi se prehranom koja dolazi sa zemljopisnog područja zajamčila povezanost područja i proizvoda, mliječne krave pasu najmanje sedam mjeseci u godini, a svako gospodarstvo raspolaže s najmanje 0,35 ha travnate površine po mliječnoj kravi od čega je najmanje 0,20 ha dostupno iz prostorija za mužnju ili je najmanje 0,10 ha dostupno iz prostora za mužnju uz dopunsku ishranu travom. Svako gospodarstvo ima glavnu površinu za ispašu koja se sastoji od najmanje 50 % trave.

Prehrana mliječnih krava ne može u potpunosti potjecati sa zemljopisnog područja. Naime, površine pod kulturama na tom području ne mogu uvijek zadovoljiti potrebu mliječnih krava za bjelančevinama. K tome, ne može se jamčiti podrijetlo sirovina koje čine dodatnu ishranu. Na zemljopisnom području proizvodi se 80 % osnovnog obroka stada koji se sastoji od krmiva (izračunano u suhoj tvari po godini). Uzme li se u obzir činjenica da osnovni obrok čini približno 70 % ukupne ishrane mliječnih krava, udio hrane koja dolazi sa zemljopisnog područja procjenjuje se na najmanje približno 56 %.

Trava u različitom obliku čini prosječno najmanje 40 % osnovnog obroka tijekom najmanje sedam mjeseci ispaše i najmanje 20 % dnevnog obroka u ostalom dijelu godine. Unos dodataka ishrani ograničen je na 1 800 kg po kravi u stadu tijekom kalendarske godine.

Dopuštena krmiva jesu: trava, kukuruz ili proteinske kulture (cijela biljka), slama, lucerna (cijela, svježa ili konzervirana) te stočna repa, korjenasto povrće i dehidrirana pulpa repe.

Kupus, repa, stočna repa i repica kao zeleno krmivo, urea i njezini derivati zabranjeni su u osnovnom obroku i kao dodatak ishrani.

Sljedeće sirovine zabranjene su u dodacima ishrani:

— palmino ulje, ulje kikirikija, suncokretovo i maslinovo ulje i njihovi izomeri;

— mliječni proizvodi i od njih dobiveni proizvodi;

— proizvodi od kopnenih životinja te od njih dobiveni proizvodi;

— ribe, ostale akvatične životinje te njihovi proizvodi osim ulja jetre bakalara i

— razno, osim glukozne melase.

Pri proizvodnji prikupljeno mlijeko namijenjeno proizvodnji maslaca „Beurre d'Isigny" dolazi od ukupnog stada koje se sastoji od najmanje 30 % mliječnih krava normandijske pasmine, a prikupljeno mlijeko čini sve mlijeko koje proizvođač prikupi i upotrijebi za izradu maslaca u razdoblju od 48 sati.

Mlijeko se prikuplja najviše svakih 48 sati nakon prve mužnje. Mijeko prikupljeno na gospodarstvima dostavlja se izravno u pogon za obiranje mlijeka bez prekrcaja. Kiselost sirova mlijeka pri primopredaji iznosi između 14 ° i 16 °Dornic, a njegova pH-vrijednost između 6,6 i 6,85.

Najmanji udio masne tvari u vrhnju namijenjenom proizvodnji maslaca iznosi najmanje 35 g na 100 g proizvoda. Lagano vrhnje, sirovo vrhnje, sterilizirano vrhnje ili vrhnje sterilizirano pri vrlo visokoj temperaturi ne smiju se upotrebljavati za izradu maslaca.

3.4. *Posebni proizvodni postupci koji se moraju provesti na određenom zemljopisnom području*

Proizvodnja mlijeka i izrada maslaca provode se na zemljopisnom području definiranom u točki 4.

3.5. *Posebna pravila za rezanje, ribanje, pakiranje itd. proizvoda na koji se odnosi registrirani naziv*

Eventualno smrzavanje maslaca i njegovo pakiranje odvijaju se na zemljopisnom području.

Naime, pakiranje maslaca vrlo je važan postupak u kontroli kvalitete proizvoda jer je mast osjetljiva na oksidaciju. Stoga se pakiranje proizvoda mora odvijati brzo nakon završetka proizvodnje. Prema tome, postupak se odvija na zemljopisnom području određenom u točki 4. u prodajna pakiranja čija težina nije veća od 25 kilograma.

Maslac se može smrznuti ili duboko smrznuti tijekom najviše 12 mjeseci pod uvjetom da je pakiran u pakiranja od najmanje 1 kilograma do najviše 25 kilograma. Smrzavanje se provodi najkasnije 10 dana nakon izrade maslaca za teksturirani maslac i najkasnije 30 dana nakon izrade za neteksturirani maslac.

3.6. *Posebna pravila za označivanje proizvoda na koji se odnosi registrirani naziv*

Svako pakiranje maslaca „Beurre d'Isigny" s oznakom ZOI koje se stavlja na tržište mora imati pojedinačnu naljepnicu koja sadržava naziv oznake izvornosti ispisan slovima čija veličina iznosi najmanje dvije trećine veličine slova na etiketi.

Naljepnica s riječima „Beurre d'Isigny – Zaštićena oznaka izvornosti" mora biti zalijepljena ili prikazana na pakiranju ili spremniku pod nadzorom subjekta.

Simbol ZOI Europske unije i naljepnica nalaze se jedan pored drugog ili jedan ispod drugog, a između njih ne smije biti nikakav drugi izraz. Najmanja veličina oznake izvornosti ne primjenjuje se na naljepnicu ako se ta oznaka već nalazi na etiketi.

4. **Sažeta definicija zemljopisnog područja**

Određeno zemljopisno područje proteže se na području općina sljedećih departmana:

Departman Calvados (82 općine):

Kanton Bayeux, sve općine osim općina Chouain, Condé-sur-Seulles, Ellon, Esquay-sur-Seulles, Juaye-Mondaye, Le manoir, Manvieux, Ryes, Tracy-sur-Mer, Vaux-sur-Seulles, Vienne-en-Bessin.

Kanton Trévières, sve općine osim općina La Bazoque, Cahagnolles, Cormolain, Foulognes, Litteau, Planquery, Sainte-Honorine-de-Drucy, Sallen.

Departman la Manche (93 općine):

Kanton Agon-Coutainville, općine Auxais, Feugères, Gonfreville, Gorges, Marchésieux, Nay, Périers, Raids, Saint-Germain-sur-Sèves, Saint-Martin-d'Aubigny, Saint-Sébastien-de-Raids.

Kanton Bricquebec, općine Etienville, Les Moitiers-en-Bauptois, Orglandes.

Kanton Carentan-les-Marais, sve općine.

Kanton Créances, općine Montsenelle (samo za područje nekadašnjih općina Coigny, Prétot-Sainte-Suzanne, Saint-Jores), Le Plessis-Lastelle.

Kanton Pont-Hébert, sve općine osim općina Bérigny, Saint-André-de-l'Epine, Saint-Georges-d'Elle, Saint-Germain-d'Elle, Saint-Pierre-de-Semilly.

Kanton Saint-Lô-1, sve općine osim općina Agneaux, Le Lorey, Marigny-Le-Lozon (samo za područje nekadašnje općine Lozon), Le Mesnil-Amey, Saint-Gilles, Saint-Lô.

Kanton Valognes, sve općine osim općina Brix, Huberville, Lestre, Lieusaint, Montaigu-la-Brisette, Saint-Germain-de-Tournebut, Saint-Joseph, Saint-Martin-d'Audouville, Saussemesnil, Tamerville, Valognes, Vaudreville, Yvetot-Bocage.

5. **Povezanost sa zemljopisnim područjem**

Zemljopisno područje proizvodnje maslaca „Beurre d'Isigny" ima oblik polumjeseca koji se nalazi na sedimentnom terenu niske nadmorske visine (< 50 m). Taj prostor, koji se naziva Col du Cotentin, značajna je geološka jedinica oblikovana višestrukom transgresijom i regresijom mora. Razlikuju se područje „Bas Pays", koje je obilježeno velikim obalnim močvarama i isušenim naplavnim ravnicama, i „Haut Pays", šumovito područje koje čine zaravan i vapnenački otočići te niski brežuljci glinena i stjenovita tla na istoku. Glavne značajke tla jesu obilne morske i riječne naplavine koje se uglavnom nalaze u estuariju Baie des Veys i nizinama rijeka koje u njega utječu.

Klima regije Col de Cotentin određena je kao umjerena oceanska klima s prosječno 800 mm padalina i više od 170 kišnih dana koji su ravnomjerno raspodijeljeni u godini, svježim ljetnim temperaturama i blagim zimama te manjim temperaturnim razlikama nego u općini Saint-Lô ili Caen. Ta je vlažna, maglovita i blaga klima homogena zbog nedostatka reljefa. Utjecaj oceana očituje se u velikim količinama posolice koja prekriva travnjake.

Col de Cotentin jedno je od normandijskih travnatih područja koje je postojalo i prije vala pretvaranja oranica u travnjake u Normandiji koje je započelo 1800. Uzgajivači su regiju Isigny pretvorili u prestižno travnato područje koje je Association Normande 1874. opisala kao „bogato pašnjacima, pravim izvorom vrhnja i maslaca".

Uzgajivači regije Cotentin od sredine 19. stoljeća brinu se o čistoći pasmine Cotentin iz koje je nastala normandijska pasmina, posebno zbog mogućnosti dobivanja mlijeka od te lokalne pasmine. No, zbog te titule „kolijevke pasmine" ispaštaju lokalni uzgajivači koji nisu iskoristili napredak u umjetnoj oplodnji, stoga se okreću produktivnoj i homogenoj pasmini Prim'Holstein.

Mliječno stado valoriziralo je travu, a stanovništvo regije Col de Cotentin ubrzo je tome dodalo valorizaciju mlijeka izradom i stavljanjem maslaca na tržište.

Danas su travnjaci još uvijek temelj prehrane mliječnih krava koje travu pasu najmanje sedam mjeseci, a u ostalom je dijelu godine konzumiraju kao dodatak. Privrženošću proizvođača normandijskoj pasmini od koje se dobiva izvrstan maslac zahvaljujući mlijeku bogatom mastima i bjelančevinama, ta se pasmina na zemljopisnom području održava u znatnom udjelu.

Umijeće izrade uključuje konzerviranje svježeg mlijeka kontrolom temperature staje u pogonu za proizvodnju maslaca, redovno prikupljanje mlijeka, biološko zrenje koje je povezano s kontrolom fermentacijske flore pasterizacijom mlijeka nakon koje dolazi nanošenje mikrobne kulture, obiranje te na kraju bućkanje.

Maslac „Beurre d'Isigny" glatke je teksture, vrlo pogodan za mazanje. Nakon teksturiranja čvrst je i rastezljiv, a tijesto mu nije ni masno ni ljepljivo te se ne kida. Jednolične je boje bjelokosti do zlatnožute boje ovisno o sezoni ispaše, a miris je obilježen svježim notama koje podsjećaju na kiselo vrhnje. U nježnom okusu maslaca mogu se osjetiti note lješnjaka.

Zemljopisni položaj (blizina mora) i morfološka obilježja (izostanak reljefa) zemljopisnog područja objašnjavaju pravilnu raspodjelu padalina u godini i blage temperature, čak i zimi. Ti su elementi povoljni za rast trave tijekom cijele godine te za dugo razdoblje ispaše životinja. Glineno-vapnenačka tla kao noviji morski sediment bogat mineralima zaslužna su za bogate pašnjake, dok je vapnenac koji prekriva regiju „Haut-Pays" izvanredan regulator vode povoljan za redoviti rast trave.

Kvaliteta mliječne masti na zemljopisnom području dobiva se kombinacijom dodatka trave koja daje organoleptičke kvalitete svojstvene oznaci te željenu glatkoću i energetskih krmiva koja potiču proizvodnju velikih kuglica masti koje učvršćuju aromatične spojeve u mlijeku koji nastaju unosom trave.

Maslac „Beurre d'Isigny" stoga karakteriziraju optimalna upotreba trave sa zemljopisnog područja, dugo razdoblje ispaše mliječnog stada te ishrana konzerviranim krmivom u zimskom razdoblju uz unos drugih vrsta krmiva. Naime, transport krmiva iz regije Bas-Pays u regiju Haut-Pays i njihova konzervacija tradicionalna je praksa zbog zemljopisnog položaja farmi koje se obično nalaze u regiji Haut-Pays, ali raspolažu i pašnjacima u regiji Bas-Pays.

Takva prehrana stoke koja je djelomično normandijske pasmine daje kvalitetno mlijeko čija mast daje proizvodu izvrsnu glatku teksturu.

Nadalje, karotenoidi iz trave na pašnjacima u regiji maslacu daju prirodnu zlatnožutu boju tijekom sezone ispaše.

Očuvanje tradicionalnih praksi u proizvodnji maslaca, pri čemu se ne dodaju arome i mliječne kiseline ali se upotrebljava zrelo vrhnje i bućkanje, uvelike pridonosi izražavanju značajki sirovine koja potječe od mliječnog stada. Održavanje poslovnih odnosa s mljekarama na nacionalnom području, regionalnim ugostiteljima i izvoznim tržištem zaslužni su za uspjeh te proizvodnje.

Upućivanje na objavu specifikacije

(članak 6. stavak 1. drugi podstavak ove Uredbe)

https://info.agriculture.gouv.fr/gedei/site/bo-agri/document_administratif-ba1010a1-bc3a-4468-a1d2-7578d8fd5494

OBAVIJESTI U VEZI S EUROPSKIM GOSPODARSKIM PROSTOROM

NADZORNO TIJELO EFTA-e

Poziv na podnošenje primjedaba na temelju članka 1. stavka 2. iz dijela I. Protokola 3. uz Sporazum među državama EFTA-e o osnivanju Nadzornog tijela i Suda u vezi s pitanjima državnih potpora

(2019/C 177/04)

Odlukom na koju se prethodno upućuje i koja se u nastavku ovog sažetka navodi na izvornom jeziku Nadzorno tijelo EFTA-e obavijestilo je Norvešku o svojoj odluci da pokrene postupak u skladu s člankom 1. stavkom 2. iz dijela I. Protokola 3. uz Sporazum među državama EFTA-e o osnivanju Nadzornog tijela i Suda u vezi s prethodno navedenom mjerom.

Zainteresirane strane mogu podnijeti primjedbe o predmetnoj mjeri u roku od jednog mjeseca od dana njezine objave na sljedeću adresu:

EFTA Surveillance Authority
Registry
Rue Belliard 35
1040 Bruxelles/Brussel
BELGIQUE/BELGIË

Norveška tijela bit će obaviještena o tim primjedbama. Zainteresirana strana koja podnosi primjedbe može u pisanom obliku, navodeći razloge zahtjeva, zatražiti da se njezin identitet ne objavi.

SAŽETAK

Postupak

1. Tijelo je primilo dvije pritužbe, jednu 14. ožujka 2017., a drugu 27. srpnja 2017. Podnositelji pritužbi zatražili su povjerljivo postupanje.

2. Nakon poslanih zahtjeva, Tijelo je primilo informacije od norveških tijela dopisima od 2. lipnja 2017., 20. rujna 2017., 1. prosinca 2017., 8. prosinca 2017., 1. veljače 2018., 5. veljače 2018., 21. veljače 2019., 14. ožujka 2019. i 18. ožujka 2019.

Opis mjera

3. Navodni je korisnik potpore društvo Trondheim Spektrum AS („društvo TS”).

4. Društvo TS vlasnik je i upravitelj višenamjenskog objekta „Trondheim Spektrum”, koji se nalazi u središtu Trondheima. Prostor se upotrebljava za treninge lokalnih sportskih klubova, manja i veća sportska događanja te druga događanja kao što su koncerti, sajmovi i kongresi.

5. Općina Trondheim („Općina”) bila je i trenutačno je većinski dioničar društva TS. Preostale dionice drže volonterski sportski klubovi koji posluju na temelju članstva („sportski klubovi”).

6. Cilj je Općine osigurati objekte za sportske i slobodne aktivnosti stanovnicima Trondheima. Općina je 2004. formalno utvrdila načelo besplatnih objekata za potrebe sportskih klubova u Općini. Tim mjerama Općine omogućava se sudjelovanje djece i mladih u sportskim aktivnostima neovisno o razini dohotka pojedinih obitelji.

7. Općina unajmljuje kapacitete različitih objekata, kao što su objekti društva TS, kako bi ih besplatno stavila na raspolaganje sportskim klubovima. Za raspodjelu kapaciteta zaduženo je lokalno vijeće za sport.

8. Od ljeta 2017. objekti društva TS u postupku su znatne obnove i proširenja koji će se dovršiti 2019. Plan je da se ondje 2020. održi Europsko prvenstvo u rukometu za žene i muškarce.

9. Odluka se odnosi na devet mjera: 1. zajam općine; 2. jamstvo općine; 3. ugovore o zakupu; 4. ugovore o zakupu sklopljene od 1999. do 2017.; 5. ugovor o zakupu iz 2019. sklopljen 2017.; 6. povećanje kapitala povezano s novim i neočekivanim troškovima; 7. financiranje troškova infrastrukture; 8. sredstva iz Norveškog fonda za igre na sreću; i 9. implicitno jamstvo sadržano u ugovoru o zajmu koji su sklopili Nordea i TS.

10. Podnositelji pritužbe navode da je društvo TS steklo prednost putem različitih mjera koje je odobrila Općina. Podnositelji pritužbe tvrdili su da su se navodnim mjerama potpore unakrsno subvencionirale druge djelatnosti koje obavlja društvo TS.

Ocjena mjera

11. Tijelo smatra da bi svaka potencijalna potpora dodijeljena putem mjera 1., 2. i 3. činila postojeću potporu u smislu članka 1. točke (b) iz dijela II. Protokola 3. Sporazuma o Nadzornom tijelu i Sudu. Tijelo stoga dalje u svojoj odluci ne ocjenjuje smatraju li se te mjere potporom.

12. Tijelo u svojoj odluci privremeno zaključuje da mjera 4., ugovori o zakupu sklopljeni od 1999. do 2017., ne čine dio programa potpore u smislu članka 1. točke (d) iz dijela II. Protokola 3. Sporazuma o Nadzornom tijelu i Sudu, kako su tvrdila norveška tijela.

13. Tijelo će u svojoj odluci ocijeniti samo čine li ugovori o zakupu za koje rok zastare još nije istekao potencijalnu potporu. Na temelju informacija koje su mu dostupne Tijelo smatra da nije istekao rok zastare za ugovor o zakupu za koji norveška tijela navode da se odnosi na razdoblje 2007.–2008.

14. Tijelo smatra da sredstva koja je društvo Norsk Tipping AS dodijelilo društvu TS (mjera 8.) čine primjenu postojećeg sustava državne potpore. Tijelo stoga dalje u svojoj odluci ne ocjenjuje smatra li se ta mjera potporom.

15. Tijelo zauzima privremeno stajalište da je na temelju ugovora o zakupu sklopljenih od 2007. do 2017. i novog ugovora o zakupu iz 2019. (mjere 4. i 5.) mogla nastati prednost za društvo TS. Podnositelji pritužbe tvrde da je zakupnina viša od tržišne i da se temelji na potrebama društva TS, a ne na kapacitetima koji su potrebni Općini.

16. Tijelo smatra da je iz povećanja kapitala (mjera 6.) proizašla prednost za društvo TS koja odgovara cjelokupnom iznosu povećanja kapitala.

17. Tijelo privremeno zaključuje da je na temelju podjele i izračuna troškova infrastrukture za obnovu i proširenje objekata društva TS (mjera 7.) možda nastala prednost za TS.

18. Kad je riječ o implicitnom jamstvu sadržanom u ugovoru o zajmu koji su sklopili TS i Nordea (mjera 9.), Tijelo smatra da su učinci izjava u ugovorima o zajmu nejasni i u ovom trenutku ne može isključiti da na temelju njih nastaje prednost za društvo TS u obliku implicitnog jamstva Općine.

19. Norveška tijela tvrde da se u slučaju sportskih klubova upotreba objekata društva TS ne može smatrati gospodarskom djelatnošću jer ni Općina ni društvo TS ne primaju naknadu od svojih korisnika.

20. Čak i ako se može smatrati da Općina obavlja negospodarsku djelatnost time što osigurava besplatne objekte za sportske klubove iz Općine, subjekt koji Općinu opskrbljuje tim objektima mogao bi u načelu pritom obavljati gospodarsku djelatnost.

21. S obzirom na navedeno, Tijelo u ovom trenutku ne može isključiti da je TS poduzetnik, ne samo kad osigurava prostor za koncerte, velika sportska događanja, sajmove, kongrese i druga događanja, nego i kad iznajmljuje svoje objekte Općini, koja zatim osigurava dvoranske prostore gradskim sportskim klubovima. U svakom slučaju, Tijelo navodi da društvo TS obavlja drugu gospodarsku djelatnost te da bi trebalo dokazati da su računi dostatno odvojeni.

22. Norveška tijela nisu sve predmetne mjere prijavila Tijelu. Tijelo stoga dolazi do privremenog zaključka da norveška tijela nisu postupila u skladu s obvezama na temelju članka 1. stavka 3. iz dijela I. Protokola 3. Sporazuma o Nadzornom tijelu i Sudu te da je, ako mjere 4., 7. i 9. čine državnu potporu, ta potpora nezakonita.

23. Norveška tijela 20. studenoga 2018. prijavila su novi ugovor o zakupu iz 2019. (mjera 5.). Norveška tijela tvrde da primjena novog ugovora o zakupu ovisi o tome je li on u skladu s tržišnim uvjetima. Izričito je predviđena mogućnost prilagodbi kako bi se uvjeti ugovora uskladili s tržišnim uvjetima ako Tijelo to bude zahtijevalo. S obzirom na to Tijelo privremeno zaključuje da su, ako ugovor o zakupu bude sadržavao državnu potporu, norveška tijela postupila u skladu sa zahtjevima utvrđenima u članku 1. stavku 3. iz dijela I. Protokola 3. Sporazuma o Nadzornom tijelu i Sudu.

24. Kad je riječ o mjeri 6., Tijelo navodi da su norveška tijela tu potporu dodijelila društvu TS na temelju članka 55. Uredbe o općem skupnom izuzeću („GBER"). Međutim, Tijelo nije u potpunosti uvjereno da su zahtjevi utvrđeni u članku 6. stavku 2. GBER-a ispunjeni u pogledu te mjere. Čini se da je potrebno dodatno ocijeniti tu mjeru. Ako Tijelo utvrdi da mjera ne ispunjava zahtjeve iz GBER-a, ta je potpora nezakonita.

25. Moguće mjere potpore u predmetnom slučaju različite su. Norveška tijela tvrdila su da su neke od mjera spojive s unutarnjim tržištem. U ovoj fazi Tijelo nema informacije na temelju kojih bi moglo utvrditi mogući iznos navodne potpore dodijeljene društvu TS koja bi proizašla iz tih mjera. Tijelo stoga ima dvojbe u pogledu toga poštuje li se mjerama načelo proporcionalnosti i jesu li ograničene na ono što je nužno da bi se ostvario cilj države.

26. Nadalje, Tijelo ne može isključiti da je na temelju navodnih mjera potpore došlo do unakrsnog subvencioniranja drugih djelatnosti koje obavlja društvo TS. S obzirom na navedeno, Tijelo ima dvojbe u pogledu toga mogu li se mjere smatrati spojivima na temelju članka 61. stavka 3. točke (c) Sporazuma o EGP-u.

Decision No 032/19/COL

of 16 April 2019

to open a formal investigation into potential state aid granted to Trondheim Spektrum AS

(Case 83227)

Norwegian Ministry of Trade, Industry and Fisheries
PO Box 8090 Dep
0032 Oslo
NORWAY

Subject: **Trondheim Spektrum**

1. Summary

(1) The EFTA Surveillance Authority ('the Authority') wishes to inform the Norwegian authorities that it has concerns that the notified measure and some of the measures covered by the complaints related to Trondheim Spektrum AS might entail state aid within the meaning of Article 61(1) of the EEA Agreement. The Authority furthermore has doubts concerning the compatibility of these measures with the functioning of the EEA Agreement. The Authority has therefore decided to open a formal investigation ([1]) into these measures.

(2) The Authority has based its decision on the following considerations.

2. Procedure

2.1. *First complaint*

(3) On 14 March 2017, the Authority received a complaint ([2]) alleging that Trondheim municipality ('the Municipality') has granted unlawful state aid to Trondheim Spektrum AS ('TS'), a company that owns and operates Trondheim Spektrum, which is a multipurpose sport facility located in Trondheim, Norway. By letter dated 27 March 2017, the Authority invited the Norwegian authorities to comment on the complaint ([3]). The Norwegian authorities replied by letter dated 2 June 2017 ([4]).

([1]) Reference is made to Articles 4(4) and 13(1) of Part II of Protocol 3 to the Agreement between the EFTA States on the Establishment of a Surveillance Authority and a Court of Justice.
([2]) Documents No 847105 and 848590 to 848601.
([3]) Document No 849708.
([4]) Documents No 859505, 859499, 859501 and 859503.

2.2. *Second complaint*

(4) On 27 July 2017, the Authority received a second complaint ([5]), also alleging that the Municipality has granted unlawful state aid to TS. By letter dated 24 August 2017, the Authority invited the Norwegian authorities to comment ([6]). In the same letter, the Authority requested further information from the Norwegian authorities concerning their comments to the first complaint. By letter dated 1 September 2017, the Authority forwarded to the Norwegian authorities additional information from the second complainant ([7]).

(5) By letter dated 20 September 2017, the Norwegian authorities submitted their comments to the second complaint and provided the information requested by the Authority relating to the first complaint ([8]). On 29 September 2017, the case was further discussed during the annual package meeting in Oslo. The discussion was subsequently summarised in a follow-up letter ([9]).

2.3. *Request for information*

(6) On 20 October 2017, the Authority sent an information request to the Norwegian authorities ([10]). On 22 November 2017, the Norwegian authorities and the Authority held a video-conference to discuss the information request. By letter of 8 December 2017, the Norwegian authorities responded ([11]).

2.4. *Additional information from the second complainant*

(7) On 19 September 2017, the second complainant submitted additional information ([12]). On 6 November 2017, the second complainant submitted supplementary information ([13]). On 9 November 2017, the Authority forwarded the additional information to the Norwegian authorities ([14]). On 22 November and 13 December 2017, the Norwegian authorities and the Authority discussed the case during a video-conference. On 1 December 2017, the Norwegian authorities submitted information to the Authority in relation to the meetings ([15]).

(8) On 26 October 2018, the second complainant submitted additional information ([16]).

2.5. *Further request for information and meeting*

(9) On 16 January 2018, the Authority sent an information request to the Norwegian authorities ([17]), to which they replied by letters dated 1 and 5 February 2018 ([18]).

(10) On 13 March 2019, the Norwegian authorities and the Authority discussed the case during a video-conference. Following the meeting, the Norwegian authorities submitted further information ([19]). On 18 March 2019, the Norwegian authorities submitted additional information ([20]).

2.6. *Notification of the 2019 lease agreement*

(11) On 29 November 2018 ([21]), the Norwegian authorities notified a lease agreement ('the 2019 lease agreement'), which is intended to enter into force on 1 December 2019. By letter dated 28 January 2019, the Authority requested additional information from the Norwegian authorities. By letter of 21 February 2019, the Norwegian authorities responded ([22]).

([5]) Documents No 867151, 868181 and 868182.
([6]) Document No 870428.
([7]) Document No 870360.
([8]) Documents No 874440 and 874442.
([9]) Document No 876728.
([10]) Document No 877379.
([11]) Documents No 887522, 887524 and 887526.
([12]) Document No 874067.
([13]) Document No 881377.
([14]) Document No 888352.
([15]) Documents No 885827, 885829, 888351 and 888354.
([16]) Document No 936140.
([17]) Document No 888021.
([18]) Documents No 896729, 896727, 896725 and 896723.
([19]) Documents No 1059166, 1059170 and 1059171.
([20]) Documents No 1059842 to 1059848.
([21]) Documents No 1040641, 1040643, 1040645, 1040647 and 1040649.
([22]) Documents No 1054292, 1054294, 1054296 and 1054298.

2.7. *GBER information sheet regarding capital increase*

(12) On 10 December 2018, the Norwegian authorities submitted a GBER ([23]) information sheet ([24]), concerning *ad hoc* aid to TS in the form of a NOK 55 million capital increase (approximately EUR 5,68 million), claiming that this measure was block exempted.

3. Background

(13) TS owns and operates Trondheim Spektrum, a multipurpose facility located in central Trondheim. The facility consists of eight multi-purpose halls. The halls are used as training venues for local sports clubs, small and large sports events and other events such as concerts, trade fairs and congresses.

(14) The company Nidarøhallen was established in 1961 for the purpose of carrying out the construction and operation of a sports and exhibition hall in Trondheim. On 5 June 2002, the company name was changed to Trondheim Spektrum AS.

(15) The Municipality has been, and is at present, the majority shareholder in TS. As of October 2018, The Municipality holds 96 % of the shares. The remaining shares are held by membership-based volunteer sport clubs ('sport clubs').

(16) The construction of the first part of the hall finished in 1963 (halls A and B). The facility has been expanded four times, in 1971 (hall C), 1980 (hall G), 1988 (halls D and E/H) and 2000 (hall F). The facility now totals 27 000 m^2, which, in addition to eight multipurpose halls, consists of 14 seminar rooms and a plot area of over 1 000 m^2.

(17) The Municipality's objective is to provide facilities for sports and leisure activities to the inhabitants of Trondheim. In 2004, the Municipality formalised a principle of cost-free facilities for the benefit of the Municipality's sport clubs. This facilitates participation of children and youth in sport activities, irrespective of the income level of individual families. The Municipality owns and operates numerous sport facilities, but also rents facilities owned and operated by third parties. The Municipality rents capacity from such facilities under special rental agreements, and the joint capacity is distributed, free of charge, amongst the sport clubs. The task of distributing the capacity is entrusted to the local Sports Council (*Idrettsrådet*), which forms part of the organisational structure of the Norwegian Confederation of Sports (*Norges idrettsforbund*).

(18) TS generates income from sport activities, trade fairs and concerts. TS hosts a number of fairs, which includes an annual fisheries industry fair. Furthermore, TS generates income from the operation of a kiosk, café and a restaurant.

(19) Since summer 2017, Trondheim Spektrum has been undergoing a significant renovation and extension, to be finalised in 2019. The plan is to host the European Championship in handball for women and men in 2020.

4. The measures

4.1. *Introduction*

(20) Throughout the years, the Municipality has provided TS with loans, guarantees and other measures that may potentially involve state aid. The following measures are at stake in the present decision.

4.2. *Measure 1 – municipal loan*

(21) In 1992, the total loan portfolio of TS included nine different loans amounting to a total of NOK 87.8 million (approximately EUR 9,1 million). During the period from 1992 to 1994, TS restructured the debt by borrowing NOK 86.67 million (approximately EUR 8,95 million) from the Municipality ([25]). The nominal interest rate was set at 7,5 %, and the effective interest rate was at 7,7 %. In 2004, the terms of the loan were modified, lowering the effective interest rate to 4,15 %.

(22) The complainants allege that the intention of the Municipality, by granting the loan, was to grant an advantage to TS, which it would not have obtained otherwise, in the form of lower interest rates. The complainants further allege that later modifications of the loan have turned the alleged aid into new aid.

([23]) Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (OJ L 187, 26.6.2014, p. 1), referred to at point 1j of Annex XV to the EEA Agreement, see Joint Committee Decision No 152/2014, published in OJ L 342, 27.11.2014, p. 63 and EEA Supplement No 71, 27.11.2014, p. 61.

([24]) Case No 82883, GBER 30/2018/Sports.

([25]) Document No 874440, p. 6 and Document No 859501, p. 13 and 20.

(23) The Norwegian authorities have not contested the fact that the loan may have entailed state aid. The Norwegian authorities have argued that the interest rates, in particular following the modification in 2004, were broadly in line with market price. However, the Norwegian authorities do not consider it meaningful to investigate further the historical market rates for loans as, in their view, any aid would have to be considered as existing aid, and in any event, the loan has in the meantime been paid back in full ([26]). The Norwegian authorities have not found any documentation indicating that the loan has been renegotiated as alleged by the complainants, save for the modification of the interest rate in 2004 ([27]).

4.3. *Measure 2 – municipal guarantee*

(24) On 7 September 1999, the Municipality granted a guarantee in favour of TS, in order for TS to secure a loan from Nordea. The purpose of the loan was to finance the construction of hall F. The guarantee was limited to 50 % of the loan balance with a limit of NOK 28 million (approximately EUR 2,89 million). The guarantee is of a secondary nature. That is, Nordea would have to initiate a procedure for the liquidation of TS' assets, before it could have recourse to the guarantee.

(25) According to the Norwegian authorities' best estimate, the interest rate obtainable without the guarantee corresponds to an addition of 0.10 – 0.15 percentage points. The Norwegian authorities have explained that this is because TS is viewed by Nordea as a low-risk debtor. On Nordea's six-point scale, with six representing no risk, TS is and has been rated at five. The reason behind this rating is first, the fact that the majority of the shares in TS is held by a public authority and secondly, TS' low-risk lease agreement with the Municipality represents a substantial part of its revenues. Further, a guarantee of this nature is of marginal value to the bank, as the mandatory capital requirements are similar for loans without such partial and limited guarantee ([28]). The guarantee is still in effect. It expires in 2031 ([29]). At the end of 2016, it covered the outstanding balance of NOK 9 260 000 (approximately EUR 956 500).

(26) The complainants have alleged that the guarantee was not granted on market terms and therefore provided an advantage to TS.

(27) The Norwegian authorities state that any advantage resulting from the guarantee is at most marginal and further refer to marginal effects of the measure on the conditions of cross-border investment or establishment ([30]). The Norwegian authorities maintain that the guarantee should be qualified as existing aid as it was granted more than 10 years ago ([31]).

4.4. *Measure 3 – leasehold agreements*

(28) In 1980, the Municipality entered into a 40-year leasehold agreement with Trondheim Tennisklubb. The leasehold was transferred to Nidarøhallen A/S (now TS) in 1991. A second leasehold agreement was concluded in 1989. TS has relied on these leasehold agreements as collateral when entering into a loan agreement with Nordea ([32]).

(29) According to the Norwegian authorities, the leasehold agreements are governed by the Norwegian Ground Lease Act ([33]) and established case-law.

(30) To offer collateral on a leasehold agreement does not require the permission from the lessor (the owner) under the Ground Lease Act, the Land Registration Act ([34]) or the leasehold agreement.

(31) The Norwegian authorities have stated that the leasehold agreements were concluded before the entry into force of the EEA Agreement ([35]).

([26]) Document No 859501, p. 20.
([27]) Document No 874440, p. 6.
([28]) Document No 859501, p. 14.
([29]) Document No 859501, p. 14.
([30]) Document No 859501, p. 22.
([31]) Document No 859501, p. 23.
([32]) Document 1054294. See section 4.10.
([33]) *Lov om tomtefeste (tomtefesteloven)* LOV-1996-12-20-106. The Norwegian authorities have explained that the conclusion of leasehold agreements and the contractual relationship between the landowner/lessor and the lessee was regulated for the first time in a statute from 1975, which entered into force on 1 January 1976. A new Ground Lease Act was enacted in 1996 and entered into force on 1 January 2002.
([34]) *Lov om tinglysing (tinglysingsloven)* LOV-1935-06-07-2.
([35]) Document No 887522, p. 4.

4.5. ***Measure 4 – lease agreements concluded from 1999 to 2017***

(32) Most of the capacity of Trondheim Spektrum has traditionally been used for the purpose of sport clubs on the basis of lease agreements concluded between TS and the Municipality. The Municipality has leased the facility since it opened in 1963.

(33) The Municipality formalised a principle of cost-free facilities for the benefit of the Municipality's sport clubs in 2004. This was done to facilitate the participation of sport activities irrespective of the income level of individual families. From then on, the sport clubs did not pay for its use, neither to the Municipality nor to TS.

(34) The Municipality rented the facilities from Trondheim Spektrum for approximately NOK 12 million per year from 1990 until 2002. In 2002, the lease agreement was amended as the Municipality required more capacity. The variations of rent paid is a result of the capacity increase with the construction of hall F, and the implementation of a new model for calculating the agreed utilisation of the facility ([36]).

(35) The Norwegian authorities have explained that the level of rent takes into account the cost structure of TS. The historical rent was set on the basis of the level established in 1989 and 1990, which historically reflected the required cash flow for TS to pay off debt and continue operations on the proportion of the facility occupied by the sport clubs ([37]).

(36) The lease agreement was not formalized until February 1995. The lease agreement entered into in 1995 does not specify the number of hours and/or percentage of occupation of the sport clubs' use of the facility. These specificities were introduced and further developed in the agreements entered into for 1999 onwards ([38]).

(37) The following lease agreements have been concluded since 1999:

a. Lease agreement 2000 – 2002.

b. Lease agreement 2002 – 2006.

c. Lease agreement 2007 – 2008.

d. Lease agreement 2009 – 2010.

e. Lease agreement 2011 (renewed annually) ([39]).

(38) The Norwegian authorities have provided the following information regarding the leased capacity ([40]):

Year	Rent paid (NOK)	Hours rented
1999	11 200 000	Not given
2000	11 200 000	13 650
2001	11 200 000	13 650
2002	11 200 000	17 300
2003	14 000 000	17 300
2004	14 000 000	17 300
2005	14 300 000	17 300
2006	14 500 000	17 300

([36]) Document 874440, p. 5.
([37]) Document 874440, p. 10.
([38]) Document 859501, p. 14.
([39]) Document No 859501, p. 14–15. However, it can be observed that there was a reduction in the capacity in 2016. This indicates that amendments were made at least that year. The Norwegian authorities have explained that this is due to the renovation of TS (Document 874440, p. 9).
([40]) Document 859501, p. 15.

Year	Rent paid (NOK)	Hours rented
2007	14 700 000	12 500
2008	14 000 000	12 500
2009	14 300 000	12 500
2010	14 443 000	12 500
2011	14 088 000	12 500
2012	14 234 000	12 500
2013	14 234 000	12 500
2014	14 234 000	12 500
2015	14 679 522	12 500
2016	14 105 196	11 650

(39) According to the terms of the lease agreements, the capacity of Trondheim Spektrum should be reserved for the sport clubs, from 1 September to 1 May each year, during the afternoon on weekdays from 16:00 to 23:00 and on weekends from 09:00 to 22:00. TS can therefore offer Trondheim Spektrum's capacity outside of these hours and outside the said time of year.

(40) Furthermore, the lease agreements provide that TS can reclaim, subject to the terms laid down in the lease agreement, up to 2 000 hours annually during the period from 1 September to 1 May. TS can therefore use the facilities, which are otherwise reserved under the lease agreements for other purposes, for those specific hours. The Norwegian authorities have explained that TS has reclaimed 945 – 2 173 hours annually from 2010 to 2017 ([41]). The Norwegian authorities explained that there is no mechanism for the reduction of the overall rent when TS reclaims rented hours ([42]).

(41) The complainants have argued that the rent is above market terms. That is, the rent is based on the needs of TS, and not the capacity needed by the Municipality. The complainants allege that the rental fee has never been based on arm's length negotiations, but decided unilaterally by the municipal board of the Municipality.

(42) According to the Norwegian authorities, the rent paid to TS by the Municipality has been market conform and thus does not entail state aid. Were the Authority to conclude differently, the Norwegian authorities argue that the lease agreement forms part of an existing aid scheme. Furthermore, any new aid would, in any event, be compatible with the functioning of the EEA Agreement.

4.6. ***Measure 5 – lease agreement of 2019 – notification***

(43) As set out in paragraph (11) above, the Norwegian authorities have notified the lease agreement of 2019.

(44) TS and the Municipality have concluded a new lease agreement, which is set to enter into force on 1 December 2019. The agreement is conditional upon being in line with market terms. The agreement allows for adaptations by the Municipality, in order to conform to the market economy investor principle, should the Authority so require ([43]). The agreement will expire on 30 April 2035.

(45) The Norwegian authorities have explained that this lease agreement is based on the same principles underlying previous lease agreements. The Norwegian authorities have further explained that the new lease agreement represents a substantial increase in the capacity made available for the sport clubs.

([41]) The Norwegian authorities were not able to provide data from before 2010.
([42]) Document 896727, p. 6.
([43]) Article 12 of the 2019 lease agreement. Norwegian: '*Denne avtalen forutsettes å være inngått på markedsmessige vilkår. Det tas forbehold om at avtalen vil – forut for og i avtaleperioden – justeres for å tilfredsstille eventuelle føringer/krav fra EFTAs overvåkningsorgan (ESA), og/eller andre offentlige myndigheter. Dette for at avtalen til enhver tid skal tilfredsstille markedsinvestorprinsippet.*' Document No 887522, p. 7.

(46) A total of 16 848 hours yearly is rented under the new lease agreement, compared to 12 500 hours in the past. The new lease agreement represents an increase in the rent per hours from approximately NOK 1 200 to 1 700 (approximately EUR 124 to 176). The reason for this increase is twofold: First, the historical rent paid by the Municipality was set on the basis of the level established in 1989 and 1990, and has not been subject to adjustments. Second, the construction costs associated with providing flexibility and allowing for multisport-use results in the operating costs per square metre exceeding by far the square metre cost of the existing venue.

(47) Both complainants have argued that the rent in the new lease agreement is above market terms, because it is based on TS' needs and not the capacity needed by the Municipality. The complainants allege that the rental fee is not based on arm's length negotiations, but set in order to cover the construction cost of the expansion of Trondheim Spektrum.

(48) One of the complainants has further alleged that the main cost elements of the extension and renovation project is tied to requirements related to activities other than the activities covered by the lease agreements, such as concerts, professional sports events and fairs. One of the complainants claims that the division of costs between the different activities is therefore not correct, as the needs of the sport clubs could have been met with much less costs.

(49) According to the Norwegian authorities, the rent paid to TS by the Municipality under the new lease agreement is market conform, and thus does not entail state aid. Should the Authority be unable to exclude the presence of state aid in the new lease agreement, the Norwegian authorities have notified the lease agreement as compatible aid under Article 61(3)(c) of the EEA Agreement.

4.7. ***Measure 6 – capital increase linked to new and unexpected costs – block exemption***

(50) As set out in paragraph (12) above, on 10 December 2018, the Norwegian authorities submitted a GBER information sheet ([44]), concerning an *ad hoc* aid to TS for an aid amount of NOK 55 million (approximately EUR 5,68 million) in form of a capital increase. The Norwegian authorities have provided the capital increase to TS under Article 55 of the General Block Exemption Regulation ('GBER').

(51) Due, in particular, to an increase in the project scope in 2018, the budget increased to NOK 591 million (approximately EUR 61,05 million). The Norwegian authorities have explained that TS cannot cover the additional costs through its existing means or through additional market financing. It therefore applied for the capital increase on 6 July 2018.

(52) One of the complainants alleges that the capital increase is not compliant with all of the conditions set out in Chapter I of the GBER.

4.8. ***Measure 7 – financing of infrastructure costs***

(53) On 14 March 2017, the City Council adopted a zoning plan for the area where TS is located and the surrounding park area. The process was initiated by TS with the aim of expanding the facility into a multi-function facility, feasible for concerts and large sport events, and with increased capacity for sport clubs, trade fairs and congresses.

(54) The City Council adopted the principle of full transfer of expenses in 1993, which sets out that building projects must carry all infrastructure costs that are a consequence of the project. Which costs this principle comprises must be in line with Section 17-3, third paragraph of the Planning and Building Act, which regulates what a development agreement must include ([45]).

(55) The Norwegian authorities have explained that a zoning plan forms the basis for a project such as the expansion of Trondheim Spektrum ([46]). The zoning plan – including use of procedural orders ([47]) (*rekkefølgekrav*) – does not impose any economic obligations on the developer, but provides for the use of the area relating to the project and indicates what (public) infrastructure needs to be in place prior to the implementation of the project ([48]).

([44]) Case No 82883, GBER 30/2018/Sports.

([45]) Document No 874440, p. 20-25. The detailed zoning plan for part of Nidarø was adopted by the City Council on 14 March 2017 in case 25/17.

([46]) The Norwegian authorities refer to Section 11 of *lov om planlegging og byggesaksbehandling (plan- og bygningsloven)* LOV-2008-06-27-71.

([47]) 'Procedural orders' are requirements relating to the order in which work shall be carried out to ensure the establishment of public services, technical infrastructure and green structures before use is made of areas and the point in time when areas may be used for building and construction purposes, including requirements relating to the order in which development works shall be carried out. See Section 11-9 of the Planning and Building Act, referred to in footnote 46.

([48]) The Norwegian authorities refer to section 18 of the Planning and Building Act.

(56) The Planning and Building Act sets limits on the developer's maximum financial contribution to the public infrastructure measures that are required under the zoning regulations. The main criterion for cost allocation under a development agreement is that the measure must have a direct factual relationship with the development; it must be necessary for the implementation of the project. Consequently, only public infrastructure measures that result from the project may potentially be imposed as obligations on the developer. On the other hand, infrastructure works that the Municipality would need to implement also in the absence of the project, cannot be imposed on the developer ([49]).

(57) In addition to the first criterion for cost allocation, the contribution from the developer to the measure must be proportionate to the size and the type of the development or project.

(58) The Norwegian authorities have explained that the Municipality will, for each project, cover the costs of measures that would have to be implemented regardless of the project, but for which the project affects the timing of when the measures are implemented. Such costs relate to infrastructure that is of a general character, benefitting the population as a whole.

(59) The Norwegian authorities have explained that a proportionality assessment must be carried out in each case. The eventual conclusion of a development agreement and the allocation of costs entails a degree of discretion on behalf of the Municipality, which must take into consideration the legal framework, as well as the nature of the project ([50]).

(60) One of the complainants argues that the Municipality has relieved TS from infrastructure costs that a developer would normally have to bear in relation to this type of constructions and has therefore granted an advantage to TS.

(61) The Norwegian authorities have provided information regarding the distribution of the costs between the TS and the Municipality ([51]).

(62) According to the Norwegian authorities, the connection from Nidarø to Ilen Church will be developed. The Norwegian authorities have stated that the measure forms part of what may be described as a recreational area network for the use of the general public and that therefore it cannot legally order the developer to assume the costs in that respect.

(63) The Norwegian authorities have further explained that the upgrade of Klostergata is a direct consequence of the development. However, the Municipality assumes the implementation responsibility and will cover the costs connected to roads and archaeological excavations; TS will pay a contribution of NOK 20 million. This is because the Municipality would in any case need to renew the water and sewage pipes in parts of the street.

(64) The Norwegian authorities have further explained that green areas and a public park will be developed, i.e. a vegetation belt, a park, a walking path and public squares. The Norwegian authorities have stated that this is TS' responsibility. The total amount was estimated at NOK 74 million (approximately EUR 7,64 million), but has been lowered to NOK 39 million (approximately EUR 4,03 million). TS' share of this costs is set at NOK 26 million (approximately EUR 2,66 million), excluding VAT. According to the Norwegian authorities, the calculation of TS' contribution is limited as allowed by Section 17-3, third paragraph of the Planning and Building Act.

(65) In the view of the Norwegian authorities, infrastructure projects financed by the Municipality do not represent financing in violation of the principle of full transfer of costs in light of the modification mandated by Section 17-3, third paragraph of the Planning and Building Act. Furthermore, the Norwegian authorities do not see that the financial contribution by the local authority may be classified as illegal state aid, because the costs could not have been transferred to the developer in any event.

(66) The Norwegian authorities argue that the infrastructure works, to be partly financed by the Municipality, relate to activities that public authorities normally perform in the exercise of their public powers and do not consist in offering goods and services on a market ([52]). According to the Norwegian authorities, the costs assumed by the Municipality do not entail that TS pays less than legally required. Furthermore, the infrastructure is of a general character and will benefit the population as a whole.

([49]) Document No 1059846, p. 2.
([50]) Document No 1059846, p. 2.
([51]) Document No 874440, p. 20 – 25 and Documents No 1059842 to 1059848. The detailed zoning plan for part of Nidarø was adopted by the City Council on 14 March 2017 in case 25/17.
([52]) The Norwegian authorities refer to paragraph 203 of the Authority's Guidelines on the notion of State aid as referred to in Article 61(1) of the EEA Agreement ('NoA'), in this regard and Commission Decision of 8.1.2016. State aid No SA.36019 – Belgium – Financing of road infrastructure in the vicinity of a real estate project – Uplace, paragraph 38.

4.9. *Measure 8 – funds from the Gaming Fund*

(67) The Gaming Fund scheme is administered by Norsk Tipping AS. The funds stemming from Norsk Tipping AS are gaming funds collected, administered and distributed on the basis of the Gaming Act ([53]) that entered into force on 1 January 1993.

(68) Applications for grants from the Gaming Fund scheme are processed and assessed in accordance with the provisions laid down by the Ministry of Culture relating to grants and allocations for sports and physical activities. The goal of the scheme is to facilitate sports and physical activities for everyone.

(69) Funds granted for the construction and renovation of sports facilities will contribute to an infrastructure that provides the population with the opportunity to take part in individually organised activities and activities under the supervision of sport clubs.

(70) As from 1994, TS has received grants from the Gaming Fund Scheme ([54]).

(71) The Norwegian authorities emphasise that the existing Gaming Fund scheme has not been materially altered since it was last assessed by the Authority in the Vålerenga case ([55]) and that the grants in favour of TS have been awarded in accordance with the provisions of the scheme ([56]).

4.10. *Measure 9 – implicit guarantee inherent in a loan agreement between Nordea and TS*

(72) On 11 December 2017, TS signed a loan agreement for NOK 490 million with Nordea ([57]). Nordea will provide the working capital during the construction period. The Norwegian authorities have explained that the Municipality is not a party to the loan agreement nor are there any contractual obligations that require the Municipality to provide financing or capital to TS ([58]).

(73) However, the loan agreement includes the following statements ([59]):

'Nordea has placed considerable weight on the fact that Trondheim Spektrum AS intends to make structural changes in the company or other measures that increase the possibility that the municipality of Trondheim, without acting contrary to the law, if necessary, can provide a guarantee to Nordea that reduces the risk of cost overruns.'

'Nordea has also placed great weight on the ownership of Trondheim municipality and the Executive Board's decision on 25 June 2015 in case 144/14, which states in paragraph two that the municipality of Trondheim, as the majority owner of Trondheim Spektrum, is ready to assume the necessary financial responsibility resulting from the renovation and development of Trondheim Spektrum.' (Unofficial translation)

(74) These statements relate to a clause in the loan agreement which states under 'other terms' ([60]):

'The risk resulting from any cost overruns occurring during the construction period and, which the credit customer himself cannot pay: Trondheim Spektrum AS will make structural changes in the company or take other measures, which will make it possible for Trondheim Municipality, without coming into conflict with the legislation, if necessary, to provide a guarantee to Nordea.'

([53]) *Lov om pengespill (pengespilloven)* LOV-1992-08-28-103.
([54]) Document No 859501, p. 16.
([55]) The Authority's Decision No 225/15/COL of 10 June 2015 raising no objections to aid in the form of a transfer of land to Vålerenga Fotball.
([56]) Document No 887522, p. 6.
([57]) Document No 1054294.
([58]) Document No 1054298, p. 6.
([59]) Document No 1054294, Loan Agreement between Nordea and TS, dated 11 December 2017, page 1, paragraphs 5 and 6. Unofficial translation. Norwegian: '*Nordea har lagt betydelig vekt på at Trondheim Spektrum AS har til hensikt å gjøre selskapsendringer eller andre tiltak som åpner muligheten for at Trondheim kommune, uten å komme i strid med lovverket, om nødvendig kan stille en garanti overfor Nordea som reduserer risikoen ifm kostnadsoverskridelser.*'/'*Nordea har for øvrig lagt sterk vekt på eierskapet fra Trondheim kommune og vedtaket i formannskapet datert 25. juni 2014 i sak 144/14, hvor det blant annet fremgår av punkt 2 at Trondheim kommune, som største eier av Trondheim Spektrum AS, er innstilt på å ta det nødvendige økonomiske ansvaret som følger av rehabilitering og utvikling av Trondheim Spektrum.*'
([60]) Document No 1054294, Loan Agreement between Nordea and TS, dated 11 December 2017, p. 5, 'Other terms' – bullet point 3. Unofficial translation. Norwegian: '*Risikoen som følge av at det oppstår kostnadsoverskridelser i byggeperioden og kredittkunden selv ikke kan betale disse: Trondheim Spektrum AS vil gjøre selskapsendringer eller andre tiltak som åpner muligheten for at Trondheim kommune, uten å komme i strid med lovverket, om nødvending kan stille garanti overfor Nordea.*'

(75) Under the same heading, the following clause states ([61]):

'The lease agreement with Trondheim Municipality of 26.10.2017 cannot be changed/reduced without Nordea's prior written consent.'

(76) Finally, under the heading 'Change of ownership – mandatory early repayment' ([62]) the loan agreement states ([63]):

'It is a condition for entering into and maintaining the Construction Loan Agreement that Trondheim Municipality owns at least 77,93 % of the credit customer and maintains its ownership unchanged.

In the event that the ownership composition changes, without Nordea's prior written consent, the Construction Loan and any outstanding amount shall be repaid as specified in clause 11 (early maturity of the construction loan).'

(77) TS and Nordea had previously signed a loan agreement dated 27 July 2017. The agreement contained a condition that any construction cost excess during the construction period should be covered either by TS or the Municipality. The loan agreement was co-signed by the City Executive of Finance. That agreement therefore contained clauses regarding the Municipality's responsibility in respect of any project overruns as well as obligations in respect of the lease agreement which at that time had not been finalised ([64]).

(78) The co-signing of the loan agreement was later deemed a municipal guarantee pursuant to section 51 of the Municipality Act. The City concluded that the guarantee, in order to be effective, required state approval. The guarantee would, for various reasons, probably not obtain such approval and therefore the Chief City Executive was advised to promptly inform Nordea that the Municipality could not be party to the loan agreement. This agreement is void and does not apply between the parties. TS and Nordea therefore signed the current loan agreement without the official involvement of the Municipality.

5. **The presence of state aid**

5.1. ***Introduction – existing vs. new aid***

(79) As set out above, several alleged aid measures granted to TS are at stake. However, in the present decision the Authority will not assess further the nature of potential aid measures, which would constitute existing aid – either individual aid or aid schemes – within the meaning of Article 1(b) of Part II of Protocol 3 to the Agreement between the EFTA States on the Establishment of a Surveillance Authority and a Court of Justice ('Protocol 3 SCA').

(80) Existing aid is subject to a different procedural framework compare to new aid ([65]). Furthermore, existing aid measures are not subject to a repayment obligation.

5.1.1. *Measure 1 – the municipal loan*

(81) The municipal loan was granted to TS in 1992. In case 113/92 ([66]), the City Council adopted a decision to issue bonds to enable TS, through a new loan, to pay off its existing loans. The Authority therefore considers that any aid entailed in the municipal loan would be individual aid awarded to TS ([67]). The terms of the loans were modified in 2004.

(82) According to Article 15(1) of Part II of Protocol 3 SCA, the powers of the Authority to recover aid shall be subject to a limitation period of 10 years. According to Article 15(3) of Part II of Protocol 3 SCA, any aid with regard to which the limitation period has expired, shall be deemed to be existing aid ([68]).

([61]) Document No 1054294, Loan Agreement between Nordea and TS, dated 11 December 2017, p. 5, 'Other terms' – bullet point 4. Unofficial translation. Norwegian: '*Leieavtalen med Trondheim kommunea av 26.10.2017 kan ikke endres/reduseres uten Nordea forutgående skriftlige samtykke.*'

([62]) Norwegian: '*eierskifte – obligatorisk førtidig tilbakebetaling*'.

([63]) Document No 1054294, Loan Agreement between Nordea and TS, dated 11 December 2017, p. 4. Unofficial translation. Norwegian: '*Det er et vilkår for inngåelse og opprettholdelse av Byggekredittavtalen, at Trondheim Kommune eier minst 77,93 % av Kredittkunden, og opprettholder sin eierandel uendret. For det tilfellet at eiersammensetningen endres, uten Nordeas forutgående skriftlige samtykke, skal Byggekreditten og ethvert utestående tilbakebetales som angitt i klausul 11 (Førtidig forfall av byggekreditten).*'

([64]) Document No 1054298, p. 5.

([65]) Within the meaning of Article 1(c) of Part II of Protocol 3 SCA.

([66]) Documents No 859501, p. 13, and 859503, p. 76.

([67]) According to Article 1(e) of Part II of Protocol 3 SCA, '"individual aid" shall mean aid that is not awarded on the basis of an aid scheme and notifiable awards of aid on the basis of an aid scheme'.

([68]) See also Article 1(b)(iv) of Part II of Protocol 3 SCA, according to which 'existing aid' is 'aid which is deemed to be existing aid pursuant to Article 15 of this Chapter'.

(83) The limitation period begins on the day on which the unlawful aid is awarded to the beneficiary either as individual aid or as aid under an aid scheme ([69]).

(84) As the municipal loan was granted to TS in 1992, the limitation period has expired. This would be the case even if the limitation period were to be calculated from the date of the last modification of the loan in 2004. Further, the loan was fully repaid in 2014. Any potential aid granted through the measure shall therefore be deemed to be existing aid. Moreover, as the loan was granted to TS in 1992, it would also be aid, which existed before the entry into force of the EEA Agreement and is still applicable after the entry into force of the EEA Agreement. Any potential aid granted through the measure would therefore also be existing aid within the meaning of Article 1(b)(i) of Part II of Protocol 3 SCA.

5.1.2. *Measure 2 – the municipal guarantee*

(85) The Authority considers that any aid inherent in the guarantee would be individual aid awarded to TS. The Municipality granted the guarantee to TS in 1999 for TS to secure a loan(s) from Nordea. The guarantee was, according to the information provided by the Norwegian authorities, used in 2000 and 2001. The purpose of the loan was to finance the construction of hall F. The guarantee is still in effect and expires in 2031.

(86) As the municipal guarantee was awarded to TS in 1999, the limitation period of 10 years under Article 15(1) of Part II of Protocol 3 SCA has expired ([70]). According to Article 15(3) of Part II of Protocol 3 SCA any potential aid granted through the measure shall therefore be deemed to be existing aid.

5.1.3. *Measure 3 – the leasehold agreements*

(87) The leasehold agreements were concluded in 1980 and 1989 respectively. The leasehold agreement between Trondheim commune and Nidarøhallen A/S (now TS) was concluded in 1989 for a duration of 50 years. In 1980, the Municipality entered into a 40-year leasehold agreement with Trondheim Tennisklubb. Trondheim Tennisklubb financed and constructed Hall G of Trondheim Spektrum. The ownership of Hall G, including the leasehold, was transferred to Nidarøhallen A/S (now TS) in 1991 ([71]).

(88) The Authority considers that any aid granted through these leasehold agreements, including their later use as a collateral, would constitute individual aid, which existed prior to the entry into force of the EEA Agreement. According to Article 1(b)(i) of Part II of Protocol 3 SCA, the measures would therefore constitute existing aid.

5.1.4. *Conclusion – measures 1, 2 and 3*

(89) As any potential state aid granted through measures 1, 2 and 3 would seem to constitute existing aid, within the meaning of Article 1(b) of Part II of Protocol 3 SCA, the Authority will not further assess the state aid character of these measures in the present decision.

5.1.5. *Measure 8 – aid granted under the Gaming Fund scheme*

(90) The funds stemming from Norsk Tipping AS are gaming funds collected, administered and distributed on the basis of the Gaming Act 1992 that entered into force on 1 January 1993, before the entry into force of the EEA Agreement.

(91) The Authority considered in its Decision No 537/09/COL of 16 December 2009 ([72]) that the activities of Norsk Tipping AS constituted an existing aid scheme. The Norwegian authorities have confirmed that no amendments have been made to the scheme since that time. The Authority considers that the funds granted to TS from Norsk Tipping AS are an application of an existing aid system. Existing aid also covers individual aid awards, which have been granted on the basis of an existing aid scheme ([73]). Therefore, the Authority will not further assess the aid character of the measure in this decision. However, the Authority will take into account the contribution from the gaming funds in any compatibility assessment it may carry out in relation to the measures included in the scope of this decision.

([69]) Article 15(2) of Part II of Protocol 3 SCA.
([70]) This would be the case even if the limitation period would be calculated form the date of when the guarantee was last used in 2001.
([71]) Document No 887522, p. 5.
([72]) Available at http://www.eftasurv.int/media/decisions/537-09-COL.pdf. Further, see the Authority's Decision No 225/15/COL of 10 June 2015 raising no objections to aid in the form of a transfer of land to Vålerenga Fotball, paragraph 57.
([73]) Case E-14/10 *Konkurrenten.no AS* v *ESA* [2011] EFTA Ct. Rep. 266, paragraph 53.

5.1.6. *Measure 4 – lease agreements concluded from 1999 to 2017*

5.1.6.1. Introduction

(92) The Norwegian authorities have argued that, should the Authority entertain any doubts concerning potential advantages in the lease agreements, the lease agreements concluded from 1999 to 2017 should be considered to form part of an existing aid scheme that predates the EEA Agreement. The Norwegian authorities have stated that the Municipality leased the facilities since its opening in 1963. However, the lease agreements were never formalised before 1995 ([74]).

(93) One of the complainants has argued that the lease agreements cannot be considered to form part of an existing aid scheme. The complainant refers to the fact that there is no law or regulation that obliges the Municipality to lease facilities for sports. According to the complainant, the recent municipal decision regarding the new and twice as high lease, illustrates the margin of discretion inherent in the conclusion of a new lease agreement. In any case, the new lease would have represented a significant amendment to the aid scheme as it entails twice as much aid as before. The complainant did not elaborate further on this issue since, in its view, the financing of the operation of the premises cannot constitute an existing aid scheme in the first place ([75]).

(94) The Authority takes the preliminary view that the lease agreements concluded from 1999 to 2017 do not constitute an aid scheme, for the following reasons.

(95) Article 1(d) of Part II of Protocol 3 SCA sets out two definitions of an aid scheme:

> '"aid scheme" shall mean any act on the basis of which, without further implementing measures being required, individual aid awards may be made to undertakings defined within the act in a general and abstract manner and any act on the basis of which aid which is not linked to a specific project may be awarded to one or several undertakings for an indefinite period of time and/or for an indefinite amount'. (emphasis added)

(96) The presence of an aid scheme can be based on either of those two definitions.

5.1.6.2. The first definition under Article 1(d) of Part II of Protocol 3 SCA

(97) The first definition has three cumulative criteria, defining an aid scheme as (i) any act on the basis of which aid can be awarded, (ii) which does not require any further implementing measures, and (iii) which defines the potential aid beneficiaries in a general and abstract manner.

(98) The Norwegian authorities first note that the main purpose underlying the construction and ongoing extension of Trondheim Spektrum was to create facilities that the municipality, or more precisely, the local Sports Council, would then distribute among the sport clubs. If not used by the sport clubs, Trondheim Spektrum's facilities would remain unused throughout most of the year. At the same time, it would be inconceivable for TS to run a balanced budget without receiving the lease income from the Municipality, which acquires this capacity for the sole purpose of providing its citizens with free access to sports and leisure activities.

(99) The Norwegian authorities have referred to an administrative practice and the principles underlying the lease agreements, which have remained unaltered since the entry into force of the EEA Agreement. Those are the leasing of, in principle, all of Trondheim Spektrum's suitable capacity during 8 months of the year, the possibility for TS to offer some of this capacity on the market for third parties and at a price that is periodically adjusted to reflect, in particular, extensions of Trondheim Spektrum's capacity.

(100) In the view of the Norwegian authorities, this mechanism, even if not strictly legally binding, could be regarded as an 'act' which also defines the potential aid beneficiary, as required by Article 1(d) of Part II of Protocol 3 SCA ([76]).

(101) The Norwegian authorities have argued that while the Municipality negotiates the new lease contracts with TS upon expiry of the previous one, it could not deviate from the mechanism without endangering its capacity to deliver sports and leisure possibilities to its citizens. As a result, there have only been minor adaptations to the lease agreements over the years. Notwithstanding the fact that the lease agreement falls – through its responsibility for the annual budget – under the oversight of the City Council, the possible modifications are rather of a 'technical application' based on the principles of the act, and do not, in the view of the Norwegian authorities, convey sufficient discretion upon the Municipality to be considered as implementing measures ([77]).

([74]) Document No 859501, p. 23.
([75]) Document No 868182, p. 4.
([76]) Document No 859501, p. 24.
([77]) The Norwegian authorities refer to the Authority's Decision No 519/12/COL of 19 December 2012 closing the formal investigation procedure into potential aid to AS Oslo Sporveier and AS Sporveisbussene, paragraph 180.

(102) As the Norwegian authorities have stated, existing 'aid schemes' have been held to encompass non-statutory customary law ([78]) and administrative practice related to the application of statutory ([79]) and non-statutory law ([80]). In one case, the Commission found that an aid scheme relating to *Anstaltslast and Gewährträgerhaftung* was based on the combination of an unwritten old legal principle combined with widespread practice across Germany ([81]).

(103) In a recent judgment, the General Court made the following observations on the basis of the definition of an aid scheme in Article 1(d) of Regulation (EC) No 2015/1589 ([82]), as interpreted by case-law ([83]):

'First, if individual aid awards are made without further implementing measures being adopted, the essential elements of the aid scheme in question must necessarily emerge from the provisions identified as the basis for the scheme.

Secondly, where the national authorities apply that scheme, those authorities cannot have any margin of discretion as regards the determination of the essential elements of the aid in question and whether it should be awarded. For the existence of such implementing measures to be precluded, the national authorities' power should be limited to the technical application of the provisions that allegedly constitute the scheme in question, if necessary after verifying that the applications meet the pre-conditions for benefiting from that scheme.

Thirdly, it follows from Article 1(d) of Regulation (EC) No 2015/1589 that the acts on which the aid scheme is based must define the beneficiaries in a general and abstract manner, even if the aid granted to them remains indefinite.'

(104) In the case at hand, there is no legal obligation on the Municipality to enter into a lease agreement with TS. Nor is there any legislation which provides the framework under which the lease agreements are made. Furthermore, it appears that the Municipality has, at least on some occasions, decided unilaterally how much rent it pays to TS under the lease agreements ([84]). The complainants allege that the rent has never been based on arm's length negotiations but decided unilaterally by the Municipal Board of the Municipality.

(105) The alleged aid measure in question is the rent paid above market terms to TS under the lease agreement. If the Municipality can decide unilaterally the level of the rent, then that affords it the discretion to decide whether to grant TS the alleged aid or not, as well as the amount of the alleged aid.

(106) It thus appears to the Authority, based on the information provided by the Norwegian authorities so far, that the administrative practice and the principles referred to by the Norwegian authorities do not constitute an 'act on the basis of which aid can be awarded'. Moreover, it appears to the Authority that the Municipality enjoys discretion when entering into the lease agreements with TS, so that it can determine the essential elements of the potential aid in question. Should that be the case, the second criterion and the first criterion of the first definition under Article 1(d) of Part II of Protocol 3 SCA would not be fulfilled.

(107) Finally, the Norwegian authorities have not explained how the third criterion could be fulfilled by the principles and administrative practice in question.

(108) As all conditions of the first definition must be cumulatively fulfilled, the Authority takes the preliminary view that the lease agreements concluded from 1999 to 2017 do not constitute an aid scheme.

5.1.6.3. The second definition under Article 1(d) of Part II of Protocol 3 SCA

(109) The second definition has three cumulative criteria, defining an aid scheme as (i) any act on the basis of which aid which is not linked to a specific project (ii) may be awarded to one or several undertakings (iii) for an indefinite period of time and/or for an indefinite amount.

([78]) See the Authority's Decision No 405/08/COL of 27 June 2008 closing the formal investigation procedure with regard to the Icelandic Housing Financing Fund, section II.2.3.1.

([79]) See Commission Decision No E-45/2000 Fiscal exemption in favour of Schiphol Group (OJ C 37, 11.2.2004, p. 13).

([80]) The Authority's Decision No 491/09/COL of 2 December 2009 Norsk Film group, Chapter II.2 p. 8. See also the Authority's Decision No 075/16/COL of 20 April 2016 to propose appropriate measures regarding the use of publicly owned land and natural resources by electricity producers in Iceland, paragraph 114, and Decision No 519/12/COL of 19 December 2012 closing the formal investigation into potential aid to AS Oslo Sporveier and AS Sporveisbussene.

([81]) See Commission Decision No E-10/2000 State guarantees for public banks in Germany (OJ C 150 22.6.2002, p. 7).

([82]) Article 1(d) of Regulation (EC) No 2015/1589 corresponds to Article 1(d) of Part II of Protocol 3 SCA.

([83]) Judgment in *Belgium* v *Commission*, T-131/16 and T-263/16, EU:T:2019:91, paragraphs 85–88.

([84]) Document No 874440, p. 8.

(110) The Norwegian authorities have not argued that the alleged aid scheme falls within the second definition of Article 1(d) of Part II of Protocol 3 SCA. The Authority therefore lacks information to assess this.

(111) However, the Authority notes that in line with the administrative practice and principles referred to by the Norwegian authorities, the lease agreements have been concluded for a specific time period and expire at a certain date. Moreover, the lease agreements set out the rental price for the facilities rented to the Municipality. It therefore appears to the Authority that the third condition would not be fulfilled.

(112) As all conditions of the second definition must be fulfilled cumulatively, the Authority takes the preliminary view that the lease agreements concluded from 1999 to 2017 do not constitute an aid scheme.

5.1.6.4. Limitation period

(113) Pursuant to Article 15(1) of Part II of Protocol 3 SCA, the powers of the Authority to recover aid are subject to a limitation period of 10 years. The limitation period shall begin on the day on which the unlawful aid is awarded to the beneficiary either as individual aid or as aid under an aid scheme. Any action taken by the Authority, with regard to the unlawful aid shall interrupt the limitation period ([85]).

(114) In this decision, the Authority will only further assess the potential aid character of the lease agreements for which the limitation period has not expired.

(115) The General Court has confirmed that a request for information constitutes a measure interrupting the 10-year limitation period ([86]). Furthermore, the General Court stated, in relation to an information request from the Commission that: 'When it addresses a request for information to a Member State, the Commission is informing that State that it has in its possession information concerning aid alleged to be unlawful and, if necessary, that that aid will have to be repaid. Accordingly, the simplicity of the request for information does not have the consequence of depriving it of legal effect as a measure capable of interrupting the limitation period' ([87]).

(116) By letter dated 27 March 2017, the Authority sent the first complaint in the case to the Norwegian authorities and invited them to comment on the complaint ([88]). By that letter, the Authority informed the Norwegian authorities that it had in its possession information concerning alleged unlawful state aid and invited them to provide their comments. The Authority therefore considers that by sending the first complaint to the Norwegian authorities, it took action within the meaning of Article 15(2) of Part II of Protocol 3 SCA, and therefore interrupted the limitation period on 27 March 2017.

(117) Accordingly, the lease agreements for which the limitation period has not expired, would appear to be following:

(a) Lease agreement 2007 – 2008;

(b) Lease agreement 2009 – 2010; and

(c) Lease agreement 2011 (which has been renewed annually).

(118) This is because it would seem from the information provided by the Norwegian authorities that the lease agreement entered into force on 1 January 2008 ([89]), which in the absence of any indication to the contrary should be taken as the day any aid was granted under the agreement. However, it appears that the lease agreement listed by the Norwegian authorities, as preceding the 2007 – 2008 lease agreement expired on 31 December 2006. The Authority thus lacks information regarding the lease agreement in force during the year 2007. Moreover, the Authority does not have information on when the lease agreement of 2007 – 2008 was signed, and on whether the date of signing could be the date that any aid was granted under the agreement.

(119) The Authority invites the Norwegian authorities to submit further information in this regard.

([85]) Article 15(2) of Part II of Protocol 3 SCA.

([86]) See judgment in *Scott* v *Commission*, T-366/00, EU:T:2003:113, paragraph 60: 'It follows that the mere fact that the applicant was not aware of the existence of the Commission's request for information from the French authorities beginning on 17 January 1997 […] does not have the effect of depriving them of legal effect *vis-á-vis* the applicant. Consequently, the letter of 17 January 1997, sent by the Commission before the initiation of the administrative procedure and requesting further information from the French authorities, constitutes, under Article 15 of Regulation (EC) No 659/1999, a measure interrupting the 10-year limitation period'. Article 15 of Council Regulation (EC) No 659/1999 of 22 March laying down detailed rules for the application of Article 93 of the EC Treaty (no longer in force) corresponds to Article 15 of Part II of Protocol 3 SCA.

([87]) Judgment in *Département du Loiret* v *Commission*, T-369/00, EU:T:2003:114, paragraphs 81 and 82.

([88]) Document No 849708.

([89]) Exhibit Q to Document No 859501.

5.1.7. *Conclusion – new vs. existing aid*

(120) In light of the above findings, the Authority's further assessment in this decision is limited to potential new aid entailed in measures 4 to 7 and 9, which all post-date the entering into force of the EEA Agreement and where the limitation period has not expired: That is, the lease agreements concluded from 2007 to 2017 (measure 4), the new lease agreement of 2019 (measure 5), the capital increase related to new and unexpected costs (measure 6), the financing of infrastructure costs (measure 7) and the implicit guarantee inherent in the loan agreement between TS and Nordea (measure 9).

5.2. ***The concept of state aid***

(121) 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.'

(122) The qualification of a measure as aid within the meaning of this provision therefore requires the following cumulative conditions to be met: the measure must (i) be granted by the State or through state resources; (ii) confer an advantage on an undertaking; (iii) favour certain undertakings (selectivity); and (iv) be liable to distort competition and affect trade.

5.3. ***State resources***

(123) Only advantages granted directly or indirectly through state resources can constitute state aid within the meaning of Article 61(1) of the EEA Agreement. State resources include all resources of the public sector, including municipalities ([90]).

(124) The transfer of state resources may take many forms, such as direct grants, loans, guarantees, direct investment in the capital of companies, and benefits in kind. A firm and concrete commitment to make state resources available at a later point in time is also considered a transfer of state resources. A positive transfer of funds does not have to occur; foregoing state revenue is sufficient. Waiving revenue which would otherwise have been paid to the State constitutes a transfer of state resources ([91]).

(125) Measures 4 to 7 and 9 were granted by the Municipality in the form of payments under lease agreements, a capital increase, the reduction of infrastructure costs allegedly borne by a developer and as a potential implicit guarantee inherent in a loan agreement between TS and Nordea. Consequently, the measures entail the transfer of state resources.

5.4. ***Advantage***

5.4.1. *Introduction*

(126) The qualification of a measure as state aid requires that it confers an advantage on the recipient. An advantage, within the meaning of Article 61(1) of the EEA Agreement, is any economic benefit, which an undertaking could not have obtained under normal market conditions.

5.4.2. *Measure 4 – the lease agreements concluded from 2007 to 2017*

(127) The Norwegian authorities have argued that the lease agreements concluded from 2007 to 2017 are market conform and therefore do not entail an advantage within the meaning of Article 61(1) of the EEA Agreement. The Norwegian authorities have not, however, put forward further arguments to the effect that the Municipality acted as a market investor, when entering into the lease agreement with TS.

(128) The EEA legal order is neutral with regard to the system of property ownership and does not in any way prejudice the right of EEA States to act as economic operators. However, when public authorities directly or indirectly carry out economic transactions in any form, they are subject to EEA State aid rules. Economic transactions carried out by public bodies (including public undertakings) do not confer an advantage on its counterpart, and therefore do not constitute aid, if they are carried out in line with normal market conditions ([92]).

([90]) Judgment in *Germany* v *Commission*, C-248/84, EU:C:1987:437, and NoA, paragraph 48.
([91]) Judgment in *France* v *Ladbroke Racing Ltd and Commission*, C-83/98 P, EU:C:2000:248, paragraphs 48 – 51.
([92]) NoA, p. 73 and 74.

(129) The Norwegian authorities have noted that given the different sizes, equipment, design and location of other venues in Norway, it is not possible to identify a fully equivalent venue to Trondheim Spektrum ([93]). However, the Norwegian authorities have provided information to support its argument that the lease agreements have been market confirm.

(130) The Municipality has provided information on how TS' pricing to third parties compares to other venues and information on prices for leasing hall capacity for sports and leisure purposes in other venues.

(131) The Norwegian authorities have explained that Trondheim Spektrum disposes of two halls larger than 2 000 m² (Hall D and Hall F), which are particularly suited for larger fairs, concerts, conferences and similar events. Depending on the type of event, TS charges approximately NOK 70 000 to NOK 85 000 per day for the larger hall D (approximately EUR 7 230 – 8 780), and NOK 59 000 to NOK 70 000 for the somewhat smaller hall F (approximately EUR 6 100 – 7 230).

(132) The Norwegian authorities made a comparison with leasing such facilities in other venues in Trondheim. The freemasons lodge in Trondheim, for example, charges a daily rate of only NOK 15 000 to NOK 18 000 (approximately EUR 1 550 – 1 860). This is a somewhat smaller venue, it can accommodate up to 600 persons, whereas Hall F in Trondheim Spektrum has a capacity of more than 1 000 persons.

(133) According to the Norwegian authorities, venues located in Norwegian cities of comparable sizes charge similar rates. In Stavanger, renting of capacity similar to that of Hall F costs just above NOK 200 000 for four days, whereas Grieghallen in Bergen charges approximately NOK 300 000 for four days (approximately EUR 20 100 and 31 000). TS' prices lie just below Bergen ([94]).

(134) The Norwegian authorities have further referred to Sotra Arena located in the municipality of Fjell, a 25 minutes drive from the city of Bergen, a venue with 12 000 m² indoor capacity. In 2016, this venue was used for trade fairs charging approximately NOK 100 000 to 125 000 for three days (approximately EUR 10 300 – 12 900) for approximately 5 000 to 7 000 m².

(135) In view of this comparison, the Norwegian authorities state that it would appear that TS' prices for hall capacity, when rented out to third parties, are in line with market prices.

(136) The Municipality purchases capacity from TS, sports clubs with own facilities, other state authorities (in buildings such as high-schools) and to a very limited degree, from private facilities.

(137) The hourly rate paid by the Municipality ranges between NOK 350 and 2 046 per hour (approximately EUR 36 and 211). The hourly rate paid to TS is NOK 1 174 (approximately EUR 121) ([95]). The Norwegian authorities note that the difference in the prices can be explained by a variety of factors. Also, a number of these venues have been financed (partly) by the State and are contractually bound to provide (some) capacity at fixed rates.

(138) Other factors, which may explain the relatively large differences in prices, are that not all daytimes are similarly valuable and not all venues are as modern, well equipped and centrally located as Trondheim Spektrum. The Norwegian authorities have explained that all of the foregoing considerations are reasons why some of the capacity that the Municipality purchases from other venues is comparatively cheap ([96]).

(139) The Norwegian authorities provided examples of the rates charged by Vestlandshallen, a sports centre in Bergen. According to the Norwegian authorities, this venue charges approximately the same price to (non-sport club) users as the Municipality pays to TS. This is based on a calculation whereby one of TS' 'hall hours' is for a surface area of 800 m² and comprises 60 minutes. A 'quarter hall' in Vestlandshallen would be approximately 440 m² and cost NOK 940 for 90 minutes (approximately EUR 97). This would result in a theoretical price of approximately NOK 626 for 60 minutes and hence NOK 1 252 for a slightly larger surface area than the equivalent in TS (approximately EUR 65 and 129).

(140) Moreover, the Norwegian authorities argue that the City of Bergen charges non-preferential users NOK 1 150 for one hour in Haukelandshallen, a venue comparable to Trondheim Spektrum (approximately EUR 119). Furthermore, the City of Tromsø charges up to NOK 1 940 for one hour of similar surface area in Tromsøhallen (approximately EUR 200).

([93]) Document 859501, p. 17.

([94]) Document No 859501, p. 17–18. The Norwegian authorities have further referred to a management interview with Trondheim Messeselskap AS, a company that organizes fairs all over Norway in which the Municipality was informed that Trondheim Spektrum is not perceived as a particularly cheap location. The Norwegian authorities have referred to this interview for further details on price comparison.

([95]) Presumably by dividing the total price paid by number of hours, 14 679 522/12 500 = 1174.36.

([96]) Document No 859501, p. 18.

(141) The Authority notes that these prices appear to be charged for specific events whereas the assessment in the case at hand concerns an agreed price for a large amount of capacity over a long period of time.

(142) Furthermore, as noted by the Norwegian authorities, there are important differences when it comes to comparing these venues, for example in the rental time ([97]), the quality of the facilities and the location of the venues within (or outside) the cities. In light of this, the Authority is not convinced that these examples submitted by the Norwegian authorities provide a sufficient degree of comparability to be able to establish that the lease agreements have conformed to market terms.

(143) In order to establish whether a transaction conforms to market conditions, the transaction can be assessed in the light of the terms under which comparable transactions carried out by comparable private operators have taken place in comparable situations ([98]).

(144) Benchmarking may not be an appropriate method to establish market prices if the available benchmarks have not been defined with regard to market considerations or if the existing prices are significantly distorted by public interventions ([99]).

(145) Finally, there are other indications that the lease agreements have not been entered into on market terms, indicating a need for further assessment.

(146) First, the Norwegian authorities have explained that, in the past, the rent in the lease agreements has been set, inter alia, on the basis of TS' cost structure, with a focus on putting TS in a position to pay off its loans and continue operations.

(147) Second, in the past, there are examples where the rent has been reduced unilaterally by the Municipality, due to reasons unrelated to the use of the facilities ([100]).

(148) Third, the Norwegian authorities have explained that the lease agreements have provided that TS can reclaim up to 2 000 hours annually under the lease agreements. TS can therefore use the facilities, which are otherwise reserved under the lease agreements for other purposes, for those specific hours. The Norwegian authorities have explained that TS has reclaimed 945 – 2 173 hours annually from 2010 to 2017 and that there is no mechanism for the reduction of the overall rent when TS reclaims rented hours. However, the Norwegian authorities have explained that these are hours which the Municipality for distribution purposes gains access to, but never pays for ([101]).

(149) In the light of the aforementioned considerations, the Authority takes the preliminary view that the lease agreements from 2007 to 2017 may have granted TS an advantage.

5.4.3. *Measure 5 – the lease agreement of 2019*

(150) The Norwegian authorities have argued that the lease agreement of 2019 is market conform and therefore does not constitute an advantage in favour of TS. The Norwegian authorities have not presented arguments stating that the Municipality acted as a market investor when entering into the new lease agreement with TS.

(151) The new lease agreement represents an increase in the rent per hour from approximately NOK 1 200 to NOK 1 700 (approximately EUR 124 to 176) ([102]). The Norwegian authorities have acknowledged that this is at the upper end of the hourly rates they have provided (hourly rates from a sample of sports facilities range from approximately NOK 350 to NOK 2 046 (approximately EUR 36 to 211)) ([103]).

(152) Trondheim Spektrum will be, following the upgrade, a modern and very centrally located facility in one of Norway's largest and fastest growing cities. In the Norwegian authorities' view, for the Authority to conclude that the lease agreement does entail an advantage, the hourly rate would have to be well above the price ranges observed in the market ([104]).

([97]) As explained by the Norwegian authorities, not all daytimes are equally valuable.
([98]) NoA, paragraph 98.
([99]) NoA, paragraph 99.
([100]) Document No 874440, p. 8. In 1994, the rent was reduced by NOK 2 million unilaterally by the City Council. The reason behind this was threefold; (i) overall economic downturn demanding overall cuts in the city budget, (ii) the City Council was focusing on elderly care, and (iii) after refinancing in 1992, TS had reduced their cost of loan-capital and was deemed able to withstand such a cut.
([101]) Document No 896727, p. 6.
([102]) Numbers from 2017.
([103]) See section 5.4.2 of this decision.
([104]) Document No 1040641, p. 9.

(153) The Norwegian authorities have further stated that the hourly rate for commercial users of Trondheim Spektrum was higher in the past (from NOK 1 000 to 1 800; approximately EUR 103 to 186) than under the municipal lease contract (NOK 1 200; approximately EUR 124). This is also expected to remain the case going forward, with an hourly rate of approximately NOK 1 700 under the new lease agreement (approximately EUR 176).

(154) Consequently, if it were concluded that the Municipality paid a price above market levels, this would necessarily entail that the commercial users of TS would also do that. In the Norwegian authorities' view, there is no reason to assume that commercial users would pay a price above market level for the renting of hall space in Trondheim Spektrum ([105]).

(155) The Authority acknowledges that the benchmarks provided by the Norwegian authorities do enable some degree of comparison. However, as the Authority noted with regard to the lease agreements concluded from 1999 to 2017, the lease agreement concerns an annually agreed price for a large amount of capacity, whereas the hourly rates provided for other venues appear to concern situations where the venue is rented for a limited period.

(156) Furthermore, as noted by the Norwegian authorities, the comparison entails important differences, for example in the rental time, the quality of the facilities, and the location of the venues within the cities. The Authority therefore has doubts as to whether the benchmarks provided by the Norwegian authorities can establish that the lease agreement of 2019 conforms to market terms.

(157) The Authority therefore does not share the Norwegian authorities' view that the hourly rates observed in the market, as described by the Norwegian authorities, are sufficient at this stage, in order to exclude that the lease agreement entails an advantage to TS.

(158) The Authority accordingly draws the preliminary conclusion that the lease agreement of 2019 concluded in 2017 may have granted an advantage to TS.

5.4.4. *Measure 6 – capital increase linked to new and unexpected costs – GBER*

(159) The Norwegian authorities have granted *ad hoc* aid to TS in the form of a capital increase for an amount of NOK 55 million (approximately EUR 5,68 million) under Article 55 GBER. The Norwegian authorities have not argued that TS could have obtained the capital increase under normal market conditions. The Norwegian authorities have explained that TS cannot cover these additional costs through its existing means or through additional market financing.

(160) Accordingly, the Authority finds that the capital increase constitutes an advantage to TS, corresponding to the full amount of the capital increase.

5.4.5. *Measure 7 – financing of infrastructure costs*

(161) The precise form of the measure is irrelevant in establishing whether it confers an economic advantage on the undertaking. Not only the granting of positive economic advantages is relevant for the notion of state aid, also relief from economic burdens can constitute an advantage. The latter is a broad category, which comprises any mitigation of charges normally included in the budget of an undertaking. This covers all situations in which economic operators are relieved of the inherent costs of their economic activities ([106]).

(162) The notion of an advantage also covers situations where operators do not have to bear costs that other comparable operators normally do under a given legal order, regardless of the non-economic nature of the activity to which the costs relate ([107]).

(163) The Norwegian authorities have provided information relating to the infrastructure costs of the expansion and development of TS as described in section 4.8.

(164) The Norwegian authorities have explained that the infrastructure improvements that are (partly) financed by the Municipality relate to measures that the Municipality would have to implement, but the project affects the timing for when the measures are implemented. Further, the Norwegian authorities have stated that it would be disproportionate to require the developer to bear these costs and would thus be contrary to Section 17-3(3) of the Planning and Building Act ([108]). Moreover, they have stated that this approach is consistent with the Municipality's practice in other comparable projects ([109]).

([105]) Document Nos 1040641, p. 10, and 1054298, p. 5.
([106]) NoA, paragraph 68.
([107]) NoA, paragraph 68.
([108]) *Lov om planlegging og byggesaksbehandling (plan- og bygningsloven)* LOV-2008-06-27-71, available at https://lovdata.no/dokument/NL/lov/2008-06-27-71.
([109]) Document No 1059170.

(165) The Norwegian authorities have explained that in order to ensure proportionality of the cost allocation, the total costs that the developer must bear are benchmarked against other projects and practice (cost of contribution to public infrastructure per m² BRA ([110])). For a typical housing development, which tends to be a highly profitable development, experience shows that an acceptable expense per m² BRA is around NOK 2 000 (approximately EUR 207). In TS' case, there is a cost of NOK 2 081 per m² BRA (approximately EUR 215).

(166) However, the Norwegian authorities have not provided information underlying the calculations of the division of costs and have not specified whether these calculations are based on objective criteria. The benchmark used by the Norwegian authorities does not provide full comparability as it refers to a different type of project, that is, a housing development, whereas the case at hand concerns a multifunctional infrastructure. Furthermore, it is not clear how this benchmark has been applied to other projects. The Authority therefore sees a need for a further assessment of the practice of calculating costs for these types of projects. Consequently, the Authority cannot, at this point, exclude the existence of an advantage, within the meaning of Article 61(1) of the EEA Agreement.

(167) The Authority thus draws the preliminary conclusion that the division and calculation of infrastructure costs, with regard to the renovation and extension of TS, may have granted TS an advantage.

5.4.6. *Measure 9 – implicit guarantee inherent in a loan agreement between Nordea and TS*

(168) On 11 December 2017, TS signed a loan agreement for NOK 490 million (approximately EUR 50,67 million) with Nordea ([111]). Nordea will provide the working capital during the construction period. The Norwegian authorities have explained that the Municipality is not a party to the loan agreement, nor are there any contractual obligations that require the municipality to provide financing or capital to TS ([112]).

(169) One of the complainants has alleged that the Municipality has granted state aid to TS through the loan with Nordea, in the form of a guarantee.

(170) As described in section 4.10, the loan agreement contains clauses, which mention the possibility for the Municipality, without acting contrary to the legislation, if necessary, to issue a guarantee for Nordea, in relation to the risk which follows any cost overruns in the construction period ([113]).

(171) The loan agreement further contains clauses, which state that the lease agreement between TS and the Municipality cannot be changed, without Nordea's prior written approval ([114]). Furthermore, the loan agreement contains a condition that the Municipality owns at least 77,93 % of TS ([115]).

(172) The Norwegian authorities have emphasised that the Municipality is not a party to the loan agreement and that it is Nordea that takes into account certain factual circumstances in its risk assessment and that these clauses and statements do not bind the Municipality. More specifically, the Norwegian authorities have stated that the potential structural changes in the company and potential political guidelines do not constitute a firm and concrete legal obligation that could bind the Municipality.

(173) Similarly, the Norwegian authorities have argued that the section in the loan agreement that states that the lease agreement with the Municipality cannot be changed without Nordea's prior written consent, does not bind the Municipality. Were the lease agreement to be changed, it would be for TS to ensure that it obtains the consent of its creditor, i.e. Nordea.

(174) As to the condition for granting and maintaining the construction loan that the Municipality owns at least 77,93 % of TS, the Norwegian authorities recall that the board of TS, which entered into the loan agreement, does not have the authority to bind its shareholders and thereby the Municipality, including a potential future sale of shares. The loan agreements reflect that Nordea is well aware of the fact that the agreement cannot bind the Municipality, given that the second section provides that change in the ownership structure without consent implies a breach of contract by TS ([116]).

(175) However, the Authority finds the effects of the statements in the loan agreements unclear and can, at this point, not exclude that they provide an advantage to TS in the form of an implicit guarantee from the Municipality.

(176) The Authority invites the Norwegian authorities to submit further information in this regard.

([110]) The Authority understands that 'BRA' stands for 'area of use'.
([111]) Document No 1054294.
([112]) Document No 1054298, p. 6.
([113]) Document No 1054294, Loan Agreement between Nordea and TS, dated 11 December 2017, page 5, 'Other terms' – bullet point 3.
([114]) Document No 1054294, Loan Agreement between Nordea and TS, dated 11 December 2017, page 5, 'Other terms' – bullet point 4.
([115]) Document No 1054294, Loan Agreement between Nordea and TS, dated 11 December 2017, page 4, 'Change of ownership – mandatory mandatory early repayment' – first paragraph.
([116]) Document No 1054298, p. 7.

5.5. ***The notion of undertaking***

(177) In order to constitute state aid within the meaning of Article 61 of the EEA Agreement, the measure must confer an advantage on an undertaking. Undertakings are entities engaged in an economic activity, regardless of their legal status and the way in which they are financed ([117]). Consequently, the public or private status of an entity or the fact that an entity is partly or wholly publicly owned has no bearing as to whether or not that entity is an 'undertaking' within the meaning of state aid law ([118]).

(178) Economic activities are activities consisting of offering goods or services on a market ([119]). Conversely, entities that are not commercially active in the sense that they are not offering goods or services on a given market do not constitute undertakings. In general, both the construction and operation of an infrastructure constitute an economic activity in itself (and are thus subject to state aid rules) if that infrastructure is, or will be used, to provide goods or services on the market ([120]). State aid may be granted at several levels: construction, operation and use of the infrastructure ([121]).

(179) A single entity may carry out a number of activities, both economic and non-economic activities, provided that it keeps separate accounts for the different funds that it receives, so as to exclude any risk of cross-subsidisation of its economic activities by means of public funds received for its non-economic activities ([122]).

(180) Trondheim Spektrum is a multifunctional facility, which hosts, inter alia, concerts, large sport events, fairs, and congresses. Further, Trondheim Spektrum is scheduled to host in 2020 the European Championship in handball for men and women. TS also rents out facilities to the Municipality, which in turn makes them available to the sport clubs.

(181) It is undisputed that TS carries out economic activities, when hosting concerts, large sport events, fairs, congresses and other such events. Consequently, TS constitutes an undertaking within the meaning of Article 61 of the EEA Agreement, with regard to those activities.

(182) However, the Norwegian authorities have argued that the use of TS' facilities by sport clubs cannot be considered as an economic activity, given that neither the Municipality nor TS receives any remuneration from its users. On this basis, the Norwegian authorities have argued that TS provides its services on a market on a commercial basis only in so far as it is offering its spare capacity on the markets for trade fairs, concerts and other such activities. All other activities should be classified as non-economic ([123]).

(183) Even if the Municipality can be considered to be carrying out a non-economic activity by offering cost-free facilities for the Municipality's sport clubs, in principle, the entity supplying the Municipality with such facilities, might very well be carrying out economic activities when doing so. The non-economic activities relate to the services provided to the sport clubs, that is, the relationship between the Municipality and the sport clubs.

(184) Against that background, the Authority cannot exclude, at this point, that TS is an undertaking, not only when hosting concerts, large sport events, fairs, congresses and other events, but also when renting out its facilities to the Municipality, which then provides the hall space for the Municipality's sport clubs.

(185) In any event, TS carries out other economic activities and the Norwegian authorities have admitted that, at least in the past, no strict separation of accounts has been maintained as regards what had been considered economic and non-economic activities ([124]).

(186) Still, the Norwegian authorities have submitted to the Authority a model developed by BDO for the separation of accounts in TS, both for the future and regarding the past. This model has now been implemented by TS.

(187) However, the Authority does not have sufficient information at this point, based on the BDO cost allocation model and the cost projection for the future, to be convinced that the revenue from each activity covers their own set of costs.

([117]) Judgment in *Höfner and Elser* v *Macrotron*, Case C-41/90, EU:C:1991:161, paragraphs 21 – 23 and
([118]) Judgment in *Congregación de Escuelas Pías Provincia Betania* v *Ayuntamiento de Getafe*, Case C-74/16, EU:C:2017:496, paragraph 42.
([119]) Judgment in *Cassa di Risparmio di Firenze and Others*, Case C-222/04, EU:C:2006:8, paragraph 108.
([120]) Judgment in *Mitteldeutsche Flughafen and Flughafen Leipzig-Halle* v *Commission*, Case C-288/11 P, EU:C:2012:821, paragraphs 40 – 43.
([121]) The Authority's Decision No 496/13/COL of 11 December 2013 concerning the financing of Harpa Concert Hall and Conference Centre, paragraph 50.
([122]) Judgment in *Congregación de Escuelas Pías Provincia Betania* v *Ayuntamiento de Getafe*, Case C-74/16, EU:C:2017:496, paragraph 51.
([123]) Document No 859501, p. 20.
([124]) Document No 859501, p. 19.

(188) Consequently, even if the renting out of TS' facilities to the Municipality for the purposes of providing cost-free facilities to the Municipality's sport clubs were to be considered non-economic, the Authority is not convinced that TS has excluded the risk that the public funds received could cross-subsidise economic activities.

(189) In light of the above, the Authority cannot exclude that the measures assessed in this decision have provided an advantage to TS' economic activities.

5.6. ***Selectivity***

(190) To be characterised as state aid within the meaning of Article 61(1) of the EEA Agreement, the measure must also be selective in that it favours 'certain undertakings or the production of certain goods'. Not all measures which favour economic operators fall under the notion of aid, but only those which grant an advantage in a selective way to certain undertakings, categories of undertakings or to certain economic sectors.

(191) The potential aid measures at issue here are individual measures addressed only to TS. The measures are therefore selective within the meaning of Article 61(1) of the EEA Agreement.

5.7. ***Impact on trade and distortion of competition***

(192) Public support to undertakings only constitutes state aid under Article 61(1) of the EEA Agreement, if it 'distorts or threatens to distort competition' and only insofar, as it is liable to 'affect trade' between EEA States.

(193) According to settled case-law, the mere fact that a measure strengthens the position of an undertaking compared with other undertakings competing in intra-EEA trade, is considered sufficient to conclude that the measure is likely to affect trade between EEA States and distort competition between undertakings established in other EEA States ([125]).

(194) To the extent that the measures assessed in this decision have not been carried out in line with normal market conditions, they have conferred an advantage on TS, which strengthens its position compared to other undertakings that it competes with.

(195) The Authority must further consider whether the measures are liable to affect trade between EEA States. In this regards, the Union Courts have ruled that 'where State financial aid strengthens the position of an undertaking as compared with other undertakings competing in intra-[Union] trade, the latter must be regarded as affected by the aid' ([126]).

(196) The City of Trondheim is the third largest city in Norway located about an hour's drive from the scarcely populated areas of mid-Sweden. Trondheim Spektrum has the capacity to host large and mid-size international events, which may also be held outside the region ([127]).

(197) On the other hand, the Norwegian authorities have submitted that taking into consideration that the majority of the activities carried out in Trondheim Spektrum are of local character and in light of the limited extent of the activities of TS in a market, as well as the marginal aid intensity, if any, it can consequently not be foreseen that the measures would have more than, at most, a marginal effect on the conditions of cross-border investment or establishment ([128]).

(198) The Authority notes that an effect on trade cannot be merely hypothetical or presumed. It must be established why the measure distorts or threatens to distort competition and is liable to have an effect on trade between EEA States, based on the foreseeable effects of the measure ([129]).

(199) The Authority and the Commission have in a number of decisions considered that certain activities and measures, in view of their specific circumstances, have a purely local impact and consequently no effect on trade between EEA States. In those cases, the Authority and the Commission ascertained, in particular, that the beneficiary provided services to a limited area within an EEA Sate and was unlikely to attract customers from other EEA States and that it could not be foreseen that the measure would have more than marginal effect on the conditions of cross-border investments or establishments. Some of these decisions concerned sports and leisure facilities serving predominantly a local audience and unlikely to attract customers or investment from other EEA States ([130]).

([125]) Case E-6/98 *The Government of Norway* v *EFTA Surveillance Authority* [1999] EFTA Ct. Rep. 76, paragraph 59; and judgment in *Philip Morris* v *Commission*, C-730/79, EU:C:1980:209, paragraph 11.
([126]) Judgment in *Eventech* v *The Parking Adjudicator*, C-518/13, EU:C:2015:9, paragraph 66.
([127]) Document No 859501, p. 22.
([128]) Document No 859501, p. 22.
([129]) See, for instance, judgment in *AITEC and others* v *Commission*, T-447/93, T-448/93 and T-449/93, EU:T:1995:130, paragraph 141.
([130]) See, for instance, Commission Decisions in cases N 258/2000 Leisure Pool Dorsten (OJ C 172, 16.6.2001, p. 16); Commission Decision 2004/114/EC of 29 October 2003 on measures in favour of non-profit harbours for recreational crafts, the Netherlands (OJ L 34, 6.2.2004, p. 63); SA.37963 – United Kingdom – Alleged State aid to Glenmore Lodge (OJ C 277, 21.8.2015, p. 3); SA.38208 – United Kingdom – Alleged State aid to UK member-owned golf clubs (OJ C 277, 21.8.2015, p. 4); the Authority's Decision No 459/12/COL of 5 December 2012 on aid to Bømlabadet Bygg AS for the construction of the Bømlabadet aqua park in the Municipality of Bømlo; and Decision No 20/19/COL of 2 April 2019 Leangbukten Båtforenings Andelslag.

(200) In the case at hand, the Authority notes that even though some of the activities carried out by TS are of local character, TS also hosts events such as trade fairs, which attract foreign customers. Moreover, TS will host the European handball Championship in 2020, which can be assumed to attract foreign customers.

(201) Finally, the market for organising international events is open to competition between venue providers and event organisers, which generally engage in activities that are subject to trade between EEA States ([131]).

(202) In light of the above, at this stage, the Authority considers that the measures at issue threaten to distort competition and are liable to effect trade between EEA States.

6. **Conclusion on the presence of aid**

(203) The Authority takes the preliminary view that measures 4 to 7 and 9, as specified above, may entail state aid within the meaning of Article 61(1) of the EEA Agreement.

7. **Procedural requirements**

(204) Pursuant to Article 1(3) of Part I of Protocol 3 SCA: 'the EFTA Surveillance Authority shall be informed, in sufficient time to enable it to submit its comments, of any plans to grant or alter aid. […] The State concerned shall not put its proposed measures into effect until the procedure has resulted in a final decision'.

(205) The Norwegian authorities have not notified all of the measures in question to the Authority. The Authority therefore reaches the preliminary conclusion that the Norwegian authorities have not respected their obligations pursuant to Article 1(3) of Part I of Protocol 3 SCA, and that to the extent measures 4, 7 and 9 entail state aid, that aid is unlawful.

(206) The Norwegian authorities notified the new lease agreement of 2019, measure 5, on 29 November 2018 ([132]). The new lease agreement was signed by TS and the Municipality on 25 September and 26 October 2017 respectively and will enter into force on 1 December 2019. The Norwegian authorities have argued that the new lease agreement is conditional upon being in line with market terms ([133]). It explicitly enables adaptations to bring the conditions of the agreement in line with market terms should the Authority so require. In light of this, the Authority's preliminary conclusion is that, should the lease agreement entail state aid, the Norwegian authorities have respected the requirement set out in Article 1(3) of Part I of Protocol 3 SCA. However, finding this conclusion less than certain, the Authority specifically invites the Norwegian authorities to submit further information in this regard.

(207) Furthermore, as regards measure 6, the capital increase, the Authority notes that the Norwegian authorities have granted this aid to TS under Article 55 of the GBER ([134]). State aid measures fulfilling all the requirements of Chapter I of the GBER, as well as the specific conditions for the relevant category of aid laid down in Chapter III of the GBER, shall be exempted from the notification requirement. However, as further explained below in section 8 of this decision, the Authority is not fully convinced that the requirements set out in Article 6(2) GBER are fulfilled in relation to this measure. Further assessment of the measure seems required. If the Authority would find that measure 6 does not fulfil the requirements of the GBER it would qualify as unlawful aid.

8. **Compatibility of any aid**

(208) Should the measures 4 to 7 and 9 entail state aid within the meaning of Article 61(1) of the EEA Agreement, the Authority must assess whether the aid can be declared compatible with the functioning of the EEA Agreement. It is up to the Norwegian authorities to invoke possible grounds of compatibility and to demonstrate that the conditions for such compatibility are met ([135]).

(209) Should the Authority consider that the measures at issue entail elements of (new) aid, the Norwegian authorities are of the view that they would in any event be compatible with the EEA Agreement.

([131]) See to that effect the Authority's Decision No 496/13/COL of 11 December 2013 concerning the financing of Harpa Concert Hall and Conference Centre, paragraph 75.

([132]) See further section 2.6. The Authority requested additional information from the Norwegian authorities on 28 January 2019, which the Norwegian authorities provided on 21 February 2019.

([133]) Article 12 of the new lease agreement of 2019 states (in Norwegian): *'Denne avtalen forutsettes å være inngått på markedsmessige vilkår. Det tas forbehold om at avtalen vil – forut for og i avtaleperioden – justeres for å tilfredsstille eventuelle føringer/krav fra EFTAs overvåkningsorgan (ESA), og/eller andre offentlige myndigheter. Dette for at avtalen til enhver tid skal tilfredsstille markedsinvestorprinsippet.'*

([134]) See section 4.7 above.

([135]) Judgment in *Italy* v *Commission*, C-364/90 EU:C:1993:157, paragraph 20.

(210) The Norwegian authorities have noted that the Authority has recognised the promotion of sport as a common objective in a number of decisions ([136]). Similarly, the European Commission has authorised a large number of aid measures in support of sports and multipurpose facilities ([137]).

(211) Further, the Norwegian authorities refer to Article 55 of the GBER which allows for aid for the construction of sports – or multipurpose infrastructure. In the Norwegian authorities' view, to some extent, TS arguably also fulfils objectives relating to culture, another well-established objective of common interest ([138]).

(212) The Norwegian authorities have submitted that TS will not break even without revenue from the lease agreement. The Norwegian authorities consider that there is a demonstrated need for state intervention both as regards the provision of hall capacity to sport clubs and as regards the financing of sports facilities themselves.

(213) The Norwegian authorities submit that in their view, there is no other policy instrument that would have been equally suited to attain the objective and which would be less distortive. The only other option would be for the Municipality to construct, own and operate a similar infrastructure itself, which, in the Norwegian authorities' view, would hardly be less distortive.

(214) The Norwegian authorities refer to previous decisions of the Authority and state that in the absence of the lease agreement, the sport clubs would evidently not gain access to free hall time in TS. Even a lower level of the lease would put the entire operation of TS at risk and thereby jeopardise both the provision of hall capacity to sport clubs and the existence of TS as such ([139]).

(215) As regards the incentive effect of the lease agreements, TS could not finance the projects absent the revenue stream from the municipal lease agreement. In that regard, the Norwegian authorities recall that the lease agreements, while intended to be entered into on market terms – also took account of TS' cost structure. Lower income from the Municipality would have left a hole in TS' balance sheet that other – commercial – activities may not have been able to fill. The infrastructure would also have been designed in a different manner and not have taken account of the needs of various kinds of amateur sport. In view of the forgoing, the Norwegian authorities consider that any potential aid clearly has an incentive effect ([140]).

(216) The Norwegian authorities further refer to the compatibility criteria under Article 55 of the GBER and state that the actual aid element must necessarily be lower than the thresholds in the GBER and that higher amounts could, in any event, be approved under Article 61(3)(c) of the EEA Agreement, in particular, if that aid does not lead to more than a reasonable profit, which according to current projections, is not the case. In view of this, the Norwegian authorities consider that any potential aid, inherent in the lease agreement, is proportionate and limited to the minimum necessary.

(217) The Norwegian authorities have further stated that if any of the measures addressed would be found to constitute state aid it would be equally clear that those measures would be proportionate. The aid element would be minor in comparison to the costs of constructing and operating Trondheim Spektrum. The Norwegian authorities do not consider it meaningful to calculate a precise potential aid intensity, as undoubtedly, the vast part if not all of the public financing has benefitted TS' non-economic activities.

(218) In any event, it is apparent from TS' income statement that it generates a large percentage of its income from sales to third parties and the Municipality takes full account of TS' other revenues when negotiating the lease agreements. As a result, the aid is limited to the minimum necessary.

([136]) The Norwegian authorities refer to the Authority's Decision No 357/15/COL of 23 September 2015 to close the formal investigation into State aid in favour of Sandefjord Fotball AS, Decision No 225/15/COL of 10 June 2015 raising no objections to aid in the form of a transfer of land to Vålerenga Fotball, and Decision No 13/18/COL of 29 January 2018 – Templarheimen II – Aid for the construction and operation of the sports facility Templarheimen.

([137]) The Norwegian authorities refer to Commission Decision in case SA.33728 on the financing of a new multiarena in Copenhagen.

([138]) The Norwegian authorities refer to Article 53 of the GBER, in particular paragraph 2 thereof, and the Authority's Decision No 496/13/COL of 11 December 2013 concerning the financing of Harpa Concert Hall and Conference Centre.

([139]) Document No 1046041, p. 13.

([140]) Document No 1040641, p. 14.

(219) The Norwegian authorities further refer to the BDO report and state that no cross-subsidisation of the commercial activities occurs. Even if the Authority refuses to exclude the presence of aid in the lease agreement, based on the benchmarks submitted by the Norwegian authorities, these benchmarks prove that the lease agreement's pricing falls within the range of what is customary in this market in Norway. In that regard, the Municipality notes that the Authority has previously accepted such benchmarks in an infrastructure case as a means to ensure the proportionality of the aid ([141]).

(220) The Norwegian authorities consider that, as any aid amount would be insignificant and as TS does not undercharge its commercial users, any effect on trade between EEA States or distortion of competition would be insignificant at most. The Norwegian authorities therefore submit that a balancing test would need to result in finding any potential aid to TS compatible with the EEA Agreement ([142]).

(221) The Norwegian authorities state that TS in its present form is a cornerstone of the sports and cultural offer available in Trondheim, in particular, as regards free amateur sports. As for the negative effects, the BDO report supports the claim that any aid is used to finance activities of local (and most likely non-economic) character, with no spill-over to the commercial, market oriented activities that TS also performs.

(222) According to the Norwegian authorities, it would appear common ground that private investment into facilities such as TS is rare and, in any event, insufficient. In the Norwegian authorities' view, the aid would therefore not be capable of crowding out private investment.

(223) Further, Trondheim is geographically very isolated by European standards and thus unlikely to compete (directly) with other similar venues in Norway, or even less likely, in other EEA States. Even if that would be the case, that does not seem to have led the Authority or the Commission to question the compatibility of aid to such infrastructures. In addition, the Norwegian authorities have shown that TS does not undercharge its commercial users.

(224) The Authority notes that aid to promote sport and culture, including aid to sport and multi-purpose infrastructure, can be declared compatible with the functioning of the EEA Agreement under certain conditions, as illustrated by Article 55 of the GBER and the decisional practice of the European Commission ([143]) and the Authority ([144]).

(225) The possible aid measures at hand vary in nature. At this stage, the Authority does not have the information to enable it to set out the total possible amount of alleged aid granted to TS that would result from these measures. The Authority must thus conclude that it has doubts as to whether the measures would respect the principle of proportionality and be limited to what is necessary to achieve the stated objective.

(226) Furthermore, the Authority does not have sufficient information at this point, based on the BDO cost allocation model and the cost projections for the future, to be convinced that the revenue from each activity covers their own set of costs. Consequently, the Authority cannot exclude cross-subsidization from the alleged aid measures to the other activities carried out by TS.

(227) As to the claims of unlawful state aid granted to TS in the form of the implicit guarantee alleged to be granted in relation to the loan agreement and the alleged relief of infrastructure costs, the Norwegian authorities have not put forward any arguments, regarding possible compatibility with the functioning of the EEA Agreement, in case these measures are found to constitute state aid within the meaning of Article 61(1) of the EEA Agreement. The Authority invites the Norwegian authorities to submit information in this regard.

(228) As regards the capital increase, referred to as measure 6 in this decision, the Authority notes that the Norwegian authorities have granted this aid to TS under Article 55 of the GBER ([145]). The Norwegian authorities have provided information relating to the increased and extra costs pertaining to the extension and renovation of Trondheim Spektrum, which led to the capital increase being granted to TS ([146]). In previous correspondence between the Authority and the Norwegian authorities, the Authority had raised the issue of whether the measure fulfilled the criteria set out in Article 6(2) of the GBER. The Norwegian authorities have stated that TS cannot complete the expansion without the requested capital. The Norwegian authorities therefore consider that the aid complies with Article 6 GBER.

([141]) Document No 1040641, p. 15.
([142]) Document No 859501, p. 25.
([143]) See e.g. Commission Decision in case SA.33728 Financing of a new multiarena in Copenhagen, Commission Decision in case SA.33618 Sweden – Uppsala arena, Commission Decision in case SA.47683 Finland – Tampere Arena.
([144]) The Authority's Decision No 357/15/COL of 23 September 2015 to close the formal investigation into State aid in favour of Sandefjord Fotball AS, Decision No 225/15/COL of 10 June 2015 raising no objections to aid in the form of a transfer of land to Vålerenga Fotball, and Decision No 13/18/COL of 29 January 2018 – Templarheimen II – Aid for the construction and operation of the sports facility Templarheimen.
([145]) See section 4.7 above.
([146]) Document No 930813. Letter from the Norwegian authorities dated 21 September 2018.

(229) Article 6(1) GBER states that the Regulation shall only apply to aid, which has an incentive effect. According to Article 6(2) GBER: 'Aid shall be considered to have an incentive effect if the beneficiary has submitted written application for the aid to the Member State concerned before work on the project or activity starts. The application for the aid shall contain at least the following information: a) undertaking's name and size; b) description of the project, including its start and end dates; c) location of the project; d) list of project costs; type of aid (grant, loan, guarantee, repayable advance, equity injection or other) and amount of public funding needed for the project'.

(230) The Norwegian authorities have explained that originally the project costs were estimated to be approximately NOK 536 million (approximately EUR 55,37 million). However, the expectation now is that they will be approximately NOK 591 million (approximately EUR 61,05 million), due, in particular, to the fact that the scope of the project increased. The increased costs of NOK 55 million (approximately EUR 5,68 million) can be attributed two both, as described by the Norwegian authorities, new costs (increased scope of the project) and unexpected costs (budget overruns).

(231) As explained by the Norwegian authorities in relation to the measure, Trondheim Spektrum has been undergoing a significant renovation and extension project since summer 2017. TS applied for a capital increase of NOK 55 million (approximately EUR 5,68 million) on 6 July 2018, and was granted the aid on 5 December 2018. It therefore seems that the aid was granted after the work on the renovation and extension project started.

(232) In light of the above, the Authority has doubts, at this point, as to whether the measure fulfils the criteria set out in Article 6(2) GBER. The Authority invites the Norwegian authorities to provide further information in this regard.

(233) The Norwegian authorities have not presented arguments concerning compatibility of the measure directly under Article 61(3)(c) of the EEA Agreement, in the event that it would be considered that the GBER would not be applicable to the measure. The Authority invites the Norwegian authorities to provide information in this regard.

(234) Consequently, following its preliminary assessment, the Authority has doubts as to whether the measures could be deemed compatible under Article 61(3)(c) of the EEA Agreement.

9. **Conclusion**

(235) As set out above, the Authority considers that measures 4 to 7 and 9, as described above, may constitute state aid within the meaning of Article 61(1) of the EEA Agreement.

(236) The Authority has doubts as to whether these measures are compatible with the functioning of the EEA Agreement.

(237) Consequently, and in accordance Article 4(4) of Part II of Protocol 3 SCA, the Authority is obliged to open the formal investigation procedure provided for in Article 1(2) of Part I of Protocol 3 SCA. The decision to open a formal investigation procedure is without prejudice to the final decision of the Authority, which may conclude that the measures do not constitute state aid, or that any aid is compatible with the functioning of the EEA Agreement.

(238) The Authority, acting under the procedure laid down in Article 1(2) of Part I of Protocol 3 SCA, invites the Norwegian authorities to submit, by **Monday, 20 May 2019**, their comments and to provide all documents, information and data needed for the assessment of these measures in light of the state aid rules.

(239) The Authority requests the Norwegian authorities to forward a copy of this decision to Trondheim Spektrum AS.

(240) The Authority must remind the Norwegian authorities that, according to Article 14 of Part II of Protocol 3 SCA, any incompatible aid unlawfully granted to the beneficiary will have to be recovered, unless (exceptionally) this recovery would be contrary to a general principle of EEA law.

(241) If this letter contains confidential information which should not be disclosed to third parties, please inform the Authority by **13 May 2019**, identifying the confidential elements and the reasons why the information is considered to be confidential. In doing so, please consult the Authority's Guidelines on Professional Secrecy in State Aid Decisions ([147]). If the Authority does not receive a reasoned request by that deadline, you will be deemed to agree to the disclosure to third parties and to the publication of the full text of the letter on the Authority's website: http://www.eftasurv.int/state-aid/state-aid-register/.

Done in Brussels, 16 April 2019.

For the EFTA Surveillance Authority

Bente ANGELL-HANSEN
President
Responsible College Member

Frank J. BÜCHEL
College Member

Högni KRISTJÁNSSON
College Member

Carsten ZATSCHLER
Countersigning as Director
Legal and Executive Affairs

([147]) OJ L 154, 8.6.2006, p. 27 and EEA Supplement No 29, 8.6.2006, p. 1.

V.

(Objave)

ADMINISTRATIVNI POSTUPCI

EUROPSKI URED ZA ODABIR OSOBLJA (EPSO)

Obavijest o otvorenom natječaju

(2019/C 177/05)

Europski ured za odabir osoblja (EPSO) organizira sljedeći otvoreni natječaj:

EPSO/AD/373/19 – ADMINISTRATORI (AD 5)

Obavijest o natječaju objavljena je na 24 jezika u *Službenom listu Europske unije* C 177 A od 23. svibnja 2019.

Dodatne informacije dostupne su na internetskim stranicama EPSO-a: https://epso.europa.eu/

POSTUPCI U VEZI S PROVEDBOM POLITIKE TRŽIŠNOG NATJECANJA

EUROPSKA KOMISIJA

Prethodna prijava koncentracije

(Predmet M.9323 – RheinEnergie/SPIE/TankE)

Predmet primjeren za primjenu pojednostavnjenog postupka

(Tekst značajan za EGP)

(2019/C 177/06)

1. Komisija je 16. svibnja 2019. zaprimila prijavu predložene koncentracije u skladu s člankom 4. Uredbe Vijeća (EZ) br. 139/2004 ([1]).

Ta se prijava odnosi na sljedeće poduzetnike:

— RheinEnergie AG („RheinEnergie”, Njemačka),

— SPIE Deutschland & Zentraleuropa GmbH („SPIE”, Njemačka), koji pripada poduzetniku SPIE Group (Francuska).

Poduzetnici RheinEnergie i SPIE stječu, u smislu članka 3. stavka 1. točke (b) i članka 3. stavka 4. Uredbe o koncentracijama, zajedničku kontrolu nad novoosnovanim zajedničkim pothvatom TankE, koji će pružati usluge u sektoru elektromobilnosti, posebno u nabavi i postavljanju infrastrukture za punjenje svih vrsta električnih vozila, kao i povezane savjetodavne usluge i usluge upravljanja.

Koncentracija se provodi kupnjom udjela u novoosnovanom društvu koje čini zajednički pothvat.

2. Poslovne su djelatnosti predmetnih poduzetnika sljedeće:

— RheinEnergie: regionalno, vertikalno integrirano društvo za opskrbu energijom i vodoopskrbu, koje je pod neizravnom kontrolom grada Kölna,

— SPIE: pružatelj tehničkih usluga za zgrade, postrojenja i infrastrukturu. Poduzetnik SPIE Group nudi usluge mehaničkog i elektrotehničkog inženjeringa, upravljanja tehničkim objektima, kao i informacijske i komunikacijske usluge.

3. Preliminarnim ispitivanjem Komisija je ocijenila da bi prijavljena transakcija mogla biti obuhvaćena područjem primjene Uredbe o koncentracijama. Međutim konačna odluka još nije donesena.

U skladu s Obavijesti Komisije o pojednostavnjenom postupku za postupanje s određenim koncentracijama prema Uredbi Vijeća (EZ) br. 139/2004 ([2]) treba napomenuti da je ovaj predmet primjeren za primjenu postupka iz Obavijesti.

4. Komisija poziva zainteresirane treće osobe da joj podnesu moguća očitovanja o predloženoj koncentraciji.

Očitovanja se Komisiji moraju dostaviti najkasnije u roku od 10 dana od datuma ove objave. U svakom je očitovanju potrebno navesti referentnu oznaku:

M.9323 – RheinEnergie/SPIE/TankE

([1]) SL L 24, 29.1.2004., str. 1. („Uredba o koncentracijama”).
([2]) SL C 366, 14.12.2013., str. 5.

Očitovanja se Komisiji mogu poslati e-poštom, telefaksom ili poštom. Podaci za kontakt:

E-pošta: COMP-MERGER-REGISTRY@ec.europa.eu

Faks +32 22964301

Poštanska adresa:

European Commission
Directorate-General for Competition
Merger Registry
1049 Bruxelles/Brussel
BELGIQUE/BELGIË

Prethodna prijava koncentracije

(Predmet M.9328 – Platinum Equity Group/Multi-Color Corporation)

Predmet primjeren za primjenu pojednostavnjenog postupka

(Tekst značajan za EGP)

(2019/C 177/07)

1. Komisija je 8. svibnja 2019. zaprimila prijavu predložene koncentracije u skladu s člankom 4. Uredbe Vijeća (EZ) br. 139/2004 ([1]).

Ta se prijava odnosi na sljedeće poduzetnike:

— Platinum Equity Group (Sjedinjene Američke Države)

— Multi-Color Corporation (Sjedinjene Američke Države).

Poduzetnik Platinum Equity Group („Platinum Equity”) stječe, u smislu članka 3. stavka 1. točke (b) Uredbe o koncentracijama, kontrolu nad cijelim poduzetnikom Multi-Color Corporation („MCC”).

Koncentracija se provodi kupnjom udjela.

2. Poslovne su djelatnosti predmetnih poduzetnika sljedeće:

— Platinum Equity: spajanje, preuzimanje i upravljanje trgovačkim društvima koja pružaju usluge i rješenja za klijente u širokom rasponu poslovanja, uključujući informacijske tehnologije, telekomunikacije, logistiku, usluge obrade metala, proizvodnju i distribuciju

— MCC: proizvodnja i isporuka etiketa komercijalnim potrošačima u brojnim sektorima kao što su: kućna i osobna njega, hrana i piće, zdravstvena skrb, trajni proizvodi za široku potrošnju te vino i jaka alkoholna pića.

3. Preliminarnim ispitivanjem Komisija je ocijenila da bi prijavljena transakcija mogla biti obuhvaćena područjem primjene Uredbe o koncentracijama. Međutim konačna odluka još nije donesena.

U skladu s Obavijesti Komisije o pojednostavnjenom postupku za postupanje s određenim koncentracijama prema Uredbi Vijeća (EZ) br. 139/2004 ([2]) treba napomenuti da je ovaj predmet primjeren za primjenu postupka iz Obavijesti.

4. Komisija poziva zainteresirane treće osobe da joj podnesu moguća očitovanja o predloženoj koncentraciji.

Očitovanja se Komisiji moraju dostaviti najkasnije u roku od 10 dana od datuma ove objave. U svakom je očitovanju potrebno navesti referentnu oznaku:

M.9328 – Platinum Equity Group/Multi-Color Corporation

Očitovanja se Komisiji mogu poslati e-poštom, telefaksom ili poštom. Podaci za kontakt:

E-pošta: COMP-MERGER-REGISTRY@ec.europa.eu

Faks +32 22964301

Poštanska adresa:

European Commission
Directorate-General for Competition
Merger Registry
1049 Bruxelles/Brussel
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([1]) SL L 24, 29.1.2004., str. 1. („Uredba o koncentracijama”).
([2]) SL C 366, 14.12.2013., str. 5.

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