ISSN 1725-5198

Il-Ġurnal Uffiċjali tal-Unjoni Ewropea

C 184

Volum 53

Edizzjoni bil-Malti

Informazzjoni u Avviżi

8 ta' Lulju 2010

Avviż Nru | Werrej | Paġna

I *Riżoluzzjonijiet, rakkomandazzjonijiet u opinjonijiet*

RAKKOMANDAZZJONIJIET

Il-Bank Ċentrali Ewropew

2010/C 184/01 Rakkomandazzjoni tal-Bank Ċentrali Ewropew tal-1 ta' Lulju 2010 lill-Kunsill tal-Unjoni Ewropea dwar l-awdituri esterni tan-Národná banka Slovenska (BĊE/2010/6) 1

IV *Informazzjoni*

INFORMAZZJONI MINN ISTITUZZJONIJIET, KORPI, UFFIĊĊJI U AĠENZIJI TAL-UNJONI EWROPEA

Il-Kummissjoni Ewropea

2010/C 184/02 Rata tal-kambju tal-euro 2

INFORMAZZJONI MILL-ISTATI MEMBRI

2010/C 184/03 Komunikazzjoni mill-Kummissjoni skont l-Artikolu 16(4) tar-Regolament (KE) Nru 1008/2008 tal-Parlament Ewropew u tal-Kunsill dwar regoli komuni għall-operat ta' servizzi tal-ajru fil-Komunità – Obbligi tas-servizz pubbliku (modifikati) rigward servizzi tal-ajru bi skeda [1] 3

MT

Prezz: 3 EUR

[1] Test b'relevanza għaż-ŻEE

(Ikompli fil-paġna ta' wara)

Avviż Nru | Werrej (ikompli) | Paġna

2010/C 184/04 Komunikazzjoni mill-Kummissjoni skont l-Artikolu 17(5) tar-Regolament (KE) Nru 1008/2008 tal-Parlament Ewropew u tal-Kunsill dwar regoli komuni għall-operat ta' servizzi tal-ajru fil-Komunità – Stedina għall-offerti rigward l-operat ta' servizzi tal-ajru bi skeda skont l-obbligi tas-servizz pubbliku [1] 4

INFORMAZZJONI DWAR IŻ-ŻONA EKONOMIKA EWROPEA

Awtorità ta' Sorveljanza EFTA

2010/C 184/05 Stedina biex jitressqu kummenti skont l-Artikolu 1(2) fil-Parti I tal-Protokoll 3 tal-Ftehim bejn l-Istati tal-EFTA dwar it-Twaqqif ta' Awtorità ta' Sorveljanza u Qorti tal-Ġustizzja dwar l-għajnuna mill-Istat rigward il-finanzjament taċ-ċentru tal-fitness fiċ-Ċentru tal-Mogħdija taż-Żmien Kippermoen 5

2010/C 184/06 Stedina biex jiġu sottomessi kummenti skont l-Artikolu 1(2) fil-Parti I tal-Protokoll 3 tal-Ftehim bejn l-Istati tal-EFTA dwar it-Twaqqif ta' Awtorità tas-Sorveljanza u Qorti tal-Ġustizzja dwar l-għajnuna mill-Istat fir-rigward tal-bejgħ ta' art lil Asker Brygge AS mill-muniċipalità ta' Asker 20

V *Avviżi*

PROĊEDURI AMMINISTRATTIVI

Il-Kummissjoni Ewropea

2010/C 184/07 Sejħa għall-proposti – EAC/10/10 – Programm ta' Tagħlim tul il-Ħajja – Appoġġ għal żewġ kompetizzjonijiet dwar il-promozzjoni tat-tagħlim tal-lingwi permezz ta' produzzjonijiet awdjoviżivi qosra ... 29

PROĊEDURI DWAR L-IMPLIMENTAZZJONI TAL-POLITIKA TAL-KOMPETIZZJONI

Il-Kummissjoni Ewropea

2010/C 184/08 Notifika minn qabel ta' konċentrazzjoni (Każ COMP/M.5908 – Honeywell/Sperian) [1] 31

MT

[1] Test b'relevanza għaż-ŻEE

(Ikompli fuq il-qoxra ta' wara minn ġewwa)

I

(Riżoluzzjonijiet, rakkomandazzjonijiet u opinjonijiet)

RAKKOMANDAZZJONIJIET

IL-BANK ĊENTRALI EWROPEW

RAKKOMANDAZZJONI TAL-BANK ĊENTRALI EWROPEW

tal-1 ta' Lulju 2010

lill-Kunsill tal-Unjoni Ewropea dwar l-awdituri esterni tan-Národná banka Slovenska

(BĊE/2010/6)

(2010/C 184/01)

IL-KUNSILL GOVERNATTIV TAL-BANK ĊENTRALI EWROPEW,

Wara li kkunsidra l-Istatut tas-Sistema Ewropea tal-Banek Ċentrali u tal-Bank Ċentrali Ewropew, u partikolarment l-Artikolu 27.1,

Billi:

(1) Il-kontijiet tal-Bank Ċentrali Ewropew (BĊE) u tal-banek ċentrali nazzjonali jiġu vverifikati minn awdituri esterni indipendenti rrakkomandati mill-Kunsill Governattiv tal-BĊE u approvati mill-Kunsill tal-Unjoni Ewropea.

(2) Il-mandat tal-awdituri esterni ta' bħalissa tan-Národná banka Slovenska ntemm wara l-verifika għas-sena finanzjarja 2009. Huwa għalhekk meħtieġ li jinħatru awdituri esterni mis-sena finanzjarja 2010.

(3) Národná banka Slovenska għażlet lil Ernst & Young Slovakia, spol. s r.o. bħala l-awdituri esterni tagħha għas-snin finanzjarji 2010 sa 2014,

ADOTTA DIN IR-RAKKOMANDAZZJONI:

Huwa rakkomandat illi Ernst & Young Slovakia, spol. s r.o. għandhom jinħatru bħala l-awdituri esterni tan-Národná banka Slovenska għas-snin finanzjarji 2010 sa 2014.

Magħmula fi Frankfurt am Main, l-1 ta' Lulju 2010.

Il-President tal-BĊE

Jean-Claude TRICHET

IV

(Informazzjoni)

INFORMAZZJONI MINN ISTITUZZJONIJIET, KORPI, UFFIĊĊJI U AĠENZIJI TAL-UNJONI EWROPEA

IL-KUMMISSJONI EWROPEA

Rata tal-kambju tal-euro [1]

Is-7 ta' Lulju 2010

(2010/C 184/02)

1 euro =

	Munita	Rata tal-kambju		Munita	Rata tal-kambju
USD	Dollaru Amerikan	1,2567	AUD	Dollaru Awstraljan	1,4821
JPY	Yen Ġappuniż	109,56	CAD	Dollaru Kanadiż	1,3311
DKK	Krona Daniża	7,4532	HKD	Dollaru ta' Hong Kong	9,7913
GBP	Lira Sterlina	0,83190	NZD	Dollaru tan-New Zealand	1,8160
SEK	Krona Żvediża	9,6160	SGD	Dollaru tas-Singapor	1,7480
CHF	Frank Żvizzeru	1,3312	KRW	Won tal-Korea t'Isfel	1 536,73
ISK	Krona Iżlandiża		ZAR	Rand ta' l-Afrika t'Isfel	9,6505
NOK	Krona Norveġiża	8,1010	CNY	Yuan ren-min-bi Ċiniż	8,5169
BGN	Lev Bulgaru	1,9558	HRK	Kuna Kroata	7,1913
CZK	Krona Ċeka	25,548	IDR	Rupiah Indoneżjan	11 408,78
EEK	Krona Estona	15,6466	MYR	Ringgit Malażjan	4,0459
HUF	Forint Ungeriż	284,47	PHP	Peso Filippin	58,512
LTL	Litas Litwan	3,4528	RUB	Rouble Russu	39,1503
LVL	Lats Latvjan	0,7095	THB	Baht Tajlandiż	40,818
PLN	Zloty Pollakk	4,1220	BRL	Real Brażiljan	2,2422
RON	Leu Rumen	4,2318	MXN	Peso Messikan	16,3773
TRY	Lira Turka	1,9632	INR	Rupi Indjan	59,1290

[1] *Sors*: rata tal-kambju ta' referenza ppubblikata mill-Bank Ċentrali Ewropew.

INFORMAZZJONI MILL-ISTATI MEMBRI

Komunikazzjoni mill-Kummissjoni skont l-Artikolu 16(4) tar-Regolament (KE) Nru 1008/2008 tal-Parlament Ewropew u tal-Kunsill dwar regoli komuni għall-operat ta' servizzi tal-ajru fil-Komunità

Obbligi tas-servizz pubbliku (modifikati) rigward servizzi tal-ajru bi skeda

(Test b'relevanza għaż-ŻEE)

(2010/C 184/03)

Stat Membru	Ir-Renju Unit
Rotot konċernati	Oban–Coll Oban–Colonsay Oban–Tiree Coll–Tiree
Data tad-dħul fis-seħħ tal-obbligi ta' servizz pubbliku	It-2 ta' Marzu 2007
Indirizz minn fejn jistgħu jinkisbu t-test u kwalunkwe tagħrif rilevanti u/jew dokumentazzjoni relatata mal-obbligi tas-servizz pubbliku modifikat	Argyll and Bute Council Council Offices Kilmory Lochgilphead Argyll PA31 8RT Scotland UNITED KINGDOM Tel. +44 1546604141 Fax +44 1546606443 (Kuntatt: Sandy Mactaggart, Development and Infrastructure Services) E-mail: sandy.mactaggart@argyll-bute.gov.uk

Komunikazzjoni mill-Kummissjoni skont l-Artikolu 17(5) tar-Regolament (KE) Nru 1008/2008 tal-Parlament Ewropew u tal-Kunsill dwar regoli komuni għall-operat ta' servizzi tal-ajru fil-Komunità

Stedina għall-offerti rigward l-operat ta' servizzi tal-ajru bi skeda skont l-obbligi tas-servizz pubbliku

(Test b'relevanza għaż-ŻEE)

(2010/C 184/04)

Stat Membru	Ir-Renju Unit
Rotot konċernati	Oban–Coll Oban–Colonsay Oban–Tiree Coll–Tiree
Perjodu tal-validità tal-kuntratt	Bejn l-1 ta' Ottubru 2010 u l-31 ta' Marzu 2014
Skadenza għat-tressiq tal-offerti	Xahrejn mid-data tal-pubblikazzjoni ta' dan l-avviż
Indirizz minn fejn jistgħu jinkisbu t-test tal-istedina għall-offerti u kwalunkwe tagħrif rilevanti u/jew dokumentazzjoni relatata mal-offerta pubblika u l-obbligi tas-servizz pubbliku modifikati	Argyll and Bute Council Council Offices Kilmory Lochgilphead Argyll PA31 8RT Scotland UNITED KINGDOM Tel. +44 1546604141 Fax +44 1546606443 (Kuntatt: Sandy Mactaggart, Development and Infrastructure Services) E-mail: sandy.mactaggart@argyll-bute.gov.uk

INFORMAZZJONI DWAR IŻ-ŻONA EKONOMIKA EWROPEA

AWTORITÀ TA' SORVELJANZA EFTA

Stedina biex jitressqu kummenti skont l-Artikolu 1(2) fil-Parti I tal-Protokoll 3 tal-Ftehim bejn l-Istati tal-EFTA dwar it-Twaqqif ta' Awtorità ta' Sorveljanza u Qorti tal-Ġustizzja dwar l-għajnuna mill-Istat rigward il-finanzjament taċ-ċentru tal-fitness fiċ-Ċentru tal-Mogħdija taż-Żmien Kippermoen

(2010/C 184/05)

Permezz tad-Deċiżjoni Nru 537/09/COL tas-16 ta' Diċembru 2009, riprodotta fil-lingwa awtentika fil-paġni ta' wara dan is-sommarju, l-Awtorità tas-Sorveljanza tal-EFTA bdiet proċedimenti skont l-Artikolu 1(2) fil-Parti I tal-Protokoll 3 tal-Ftehim bejn l-Istati tal-EFTA dwar it-Twaqqif ta' Awtorità ta' Sorveljanza u ta' Qorti tal-Ġustizzja. L-awtoritajiet Norveġiżi ġew mgħarrfa b'dan permezz ta' kopja tad-Deċiżjoni.

L-Awtorità ta' Sorveljanza tal-EFTA b'dan tavża lill-Istati tal-EFTA, lill-Istati Membri tal-UE u lill-partijiet interessati biex iressqu l-kummenti tagħhom dwar il-miżuri kkonċernati fi żmien xahar mill-pubblikazzjoni ta' din in-notifika lil:

L-Awtorità ta' Sorveljanza tal-EFTA
Ir-Reġistru
Rue Belliard 35
1040 Bruxelles/Brussel
BELGIQUE/BELGIË

Il-kummenti se jkunu kkomunikati lill-awtoritajiet Norveġiżi. Il-parti interessata li tressaq il-kummenti tista' titlob bil-miktub biex l-identità tagħha tibqa' kunfidenzjali, filwaqt li tagħti r-raġunijiet għat-talba.

SOMMARJU

Fis-27 ta' Jannar 2009, l-awtoritajiet Norveġiżi nnotifikaw il-finanzjament taċ-ċentru tal-fitness li jinsab fiċ-Ċentru tal-Mogħdija taż-Żmien Kippermoen (minn hawn 'il quddiem il-KLC) bħala miżura li ma toffrix għajnuna għal raġunijiet ta' ċertezza legali. L-Awtorità bagħtet żewġ talbiet għall-informazzjoni li għalihom l-awtoritajiet Norveġiżi rrispondew.

Il-KLC twaqqaf fis-snin sebgħin Huwa jinsab fil-belt ta' Mosjøen li hija parti mill-muniċipalità ta' Vefsn, fil-muniċipalità kontea ta' Nordland, it-tieni l-aktar muniċipalità kontea li tinsab lejn it-Tramuntana tan-Norveġja. Iċ-ċentru huwa proprjetà tal-muniċipalità ta' Vefsn u mhuwiex organizzat bħala entità legali separata.

Fil-bidu ċ-ċentru kien jikkonsisti minn pixxina fuq ġewwa, solarju, sala sportiva u ċentru tal-fitness. Fl-1997 il-KLC (inkluż iċ-ċentru tal-fitness) ġie modernizzat u mkabbar. Iċ-ċentru tal-fitness tkabbar għal darba oħra fl-2006 u fl-2007.

Għajnuna ġdida jew eżistenti

Sakemm il-finanzjament taċ-ċentru tal-fitness li jinsab fil-KLC jinvolvi l-għoti ta' għajnuna mill-Istat, il-kwestjoni hija jekk din il-miżura tirrappreżentax għajnuna ġdida jew eżistenti.

Il-KLC ġie ffinanzjat b'mod dirett mill-muniċipalità ta' Vefsn minn mindu twaqqaf fil-bidu tas-snin sebgħin. Barra minn hekk, il-KLC ġie ffinanzjat, minn mindu twaqqaf, mid-dħul iġġenerat minn diversi miżati ta' użu, li ġew stabbiliti mill-muniċpalità. Dan il-metodu ta' finanzjament kien qiegħed jopera qabel ma daħal fis-seħħ il-Ftehim taż-ŻEE fl-1 ta' Jannar 1994, u jista' għal dawn ir-raġunijiet, jidher li jikkostitwixxi għajnuna eżistenti fi ħdan it-tifsira tal-Artikolu 1(b)(i) tat-Taqsima II tal-Protokoll 3.

Minkejja li skont l-informazzjoni pprovduta, it-tkabbir li sar fl-2006/2007 kellu jiġi ffinanzjat fuq il-bażi tal-istess mekkaniżmu ta' finanzjament bħal dak li jintuża għal spejjeż ta' ħaddim, l-Awtorità ma rċevitx informazzjoni speċifika biżżejjed dwar kif it-tkabbir li sar fl-1997, ġie ffinanzjat.

Barra minn hekk, is-sistema tal-biljetti nbidlet minn mindu daħal fis-seħħ il-Ftehim taż-ŻEE. Milli jidher it-tibdiliet affettwaw il-prezz, it-tipi ta' biljetti offruti u s-sistema ta' allokazzjoni tad-dħul mill-bejgħ tal-biljetti. L-Awtorità ma ġietx provduta b'informazzjoni speċifika li tikkonċerna dawn l-iżviluppi, u minħabba f'hekk ma kinitx kapaċi teskludi li dawn it-tibdiliet jinvolvu forma ta' għajnuna ġdida.

Rigward il-benefiċjarju, safejn huma kkonċernati l-kwartieri, skont l-informazzjoni disponibbli lill-awtorità, iċ-ċentru tal-fitness fil-bidu ma kienx mgħammar sew. Il-kwestjoni hija jekk il-faċilitajiet sportivi li kienu jeżistu fis-snin sebgħin ġewx sempliċiment imtejba b'konformità mal-ħtiġijiet il-ġodda jew jekk iċ-ċentru tal-fitness attwali għandux jiġi kkunsidrat bħala faċilità ġdida. Fil-fehma tal-Awtorità, iċ-ċentru tal-fitness attwali mhux talli huwa ħafna akbar iżda joffri wkoll firxa usa′ ta' attivitajiet ta' fitness miċ-ċentru l-qadim li ma kienx mgħammar sew. F'dan ir-rigward, l-Awtorità għandha dubji jekk it-tkabbir li sar fl-1997 u/jew dak li sar fl-2006/2007, li lkoll saru wara d-dħul fis-seħħ tal-Ftehim taż-ŻEE, biddlux il-karattru tal-operazzjonijiet fiċ-ċentru tal-fitness. Skont il-każistika, it-tkabbir fil-firxa ta' attivitajiet ma timplikax b'mod ġenerali li l-miżura tinvolvi għajnuna ġdida. Madankollu, fid-dawl tat-tibdiliet apparentament sinifikanti u t-tkabbir fl-attivitajiet taċ-ċentru tal-fitness ([1]) l-Awtorità ma setgħetx teskludi li l-klassifikazzjoni tal-għajnuna setgħet inbidlet.

Il-preżenza ta' għajnuna mill-Istat

Vantaġġi li jinvolvu riżorsi mill-Istat li jingħataw lil impriża

Il-muniċipalità ta' Vefsn tkopri l-iżbilanċ annwali kollu tal-KLC bħala ammont sħiħ. Ir-riżorsi tal-Muniċipalità huma riżorsi tal-Istat fi ħdan it-tifsira tal-Artikolu 61 tal-Ftehim taż-ŻEE ([2]) Iċ-ċentru tal-fitness ġie ffinanzjat permezz ta' miżati mill-utenti mfasslin u allokati mill-Muniċipalità b'tali mod li jibqgħalha flus żejda filwaqt li l-bqija tal-KLC qiegħed jopera taħt defisit. Minħabba l-prattika fejn tonqos iż-żamma ta' separazzjoni ċara fil-kotba ta' kontabilità, l-Awtorità ma tistax teskludi li ċ-ċentru tal-fitness ġie sussidjat b'mod trażversali.

Iċ-ċentru tal-fitness irċieva wkoll fondi minn *Norsk Tipping AS*, kumpanija tal-logħob tal-azzard li hija kollha kemm hi proprjetà tal-Istat tan-Norveġja u li taqa′ taħt il-ġuriżdizzjoni tal-Ministru tal-Kultura u tal-Affarijiet tal-Knisja ([3]) Il-fondi mil-logħob tal-azzard huma miġbura, amministrati u mxerrda taħt il-kontroll tal-Istat u, għaldaqstant, jirrappreżentaw riżorsi mill-istat fi ħdan it-tifsira tal-Artikolu 61(1) tal-Ftehim taż-ŻEE.

Barra minn hekk, iċ-ċentru tal-fitness seta' ġie ffinanzjat b'riżorsi ġejjin mill-muniċipalità ta' Nordland.

Iċ-ċentru tal-fitness li jagħmel parti mill-KLC jopera prinċipalment bħala ċentru tal-fitness normali u f'dan ir-rigward, jidher li jikkostitwixxi impriża. Għalkemm l-awtoritajiet Norveġiżi sostnew li l-ebda għajnuna mill-Istat ma ngħatat liċ-ċentru tal-fitness fis-sens tal-każistika Altmark, f'dan l-istadju l-Awtorità ma tistax teskludi li l-finanzjament taċ-ċentru tal-fitness tal- KLC jagħti vantaġġ lil dan l-istess ċentru tal-fitness.

It-tgħawwiġ tal-kompetizzjoni u l-effett fuq il-kummerċ bejn partijiet kontrattenti

Il-vantaġġ mogħti liċ-ċentru tal-fitness fil-KLC jidher li jhedded u jgħawweġ il-kompetizzjoni fis-suq taċ-ċentri tal-fitness. Madanakollu, l-Awtorità għandha dubji serji jekk il-miżura tistax taffettwa l-kummerċ fiż-ŻEE fi ħdan it-tifsira tal-Artikolu 61(1) tal-Ftehim taż-ŻEE. B'mod ġenerali, iċ-ċentri tal-fitness jidhru li jipprovdu servizz li minħabba n-natura stess tiegħu għandu żona li fiha jattira limitata. Iċ-ċentru tal-fitness fil-KLC ma jidhirx daqstant uniku li jista' jattira nies mill-bogħod. Huwa jinsab fit-tieni l-aktar kontea li tinsab lejn it-Tramuntana tan-Norveġja madwar 60 km bit-triq mill-konfini Żvediż l-aktar viċin. Madanakollu, għadd żgħir ta' impriżi involuti fil-kummerċ li jsir fi ħdan iż-ŻEE huma attivi fis-suq Norveġiż taċ-ċentri tal-fitness. Mill-banda l-oħra jidher li dawn l-impriżi għandhom tendenza li jistabbilixxu rwieħhom f'żoni b'konċentrament ta' ċittadina ogħla fin-Norveġja.

([1]) Ara l-Komunikazzjoni mill-Kummissjoni dwar l-applikazzjoni tar-regoli dwar għajnuna mill-Istat lis-servizz tax-xandir pubbliku ĠU C 257, 27.10.2009, p. 1, paragrafi 25-31 u 80 ff.

([2]) Ara d-Deċiżjoni tal-Awtorità Nru 55/05/COL sezzjoni II.3. p. 19 b'referenzi ulterjuri, ippubblikata fil-ĠU L 324, 23.11.2006, p.11 u s-Suppliment taż-ŻEE Nru 56, 23.11.2006, p.1.

([3]) Ara r-Rapport annwali u Soċjali ta' *Norsk Tipping AS* għall-2008, p. 3. Disponibbli fuq https://www.norsk-tipping.no/page?id=207

Il-kompatibbiltà tal-għajnuna

L-Awtorità għandha dubji serji jekk l-operazzjoni, li fil-biċċa l-kbira tagħha, tidher li hija dik ta' ċentru tal-fitness normali, tistax tirrappreżenta servizz ta' interess ġenerali ekonomiku fi ħdan it-tifsira tal-Artikolu 59(2) tal-Ftehim taż-ŻEE.

Barra minn hekk, l-Awtorità għandha dubju kemm il-finazjament taċ-ċentru tal-fitness jistax ikun kompatibbli mal-Ftheim taż-ŻEE fuq il-bażi ta' deroga kulturali fl-Artikolu 61(3)(c) tal-Ftehim taż-ŻEE, kif ġie ddikjarat mill-awtoritajiet Norveġiżi.

Fl-aħħar nett, l-Awtorità għandha dubji jekk il-finanzjament tat-tkabbir li sar fl-1997 u fl-2006/2007 jistax, parzjalment jew fl-intier tiegħu, ikun kompatibbli mal-funzjonament tal-Ftehim taż-ŻEE fuq il-bażi tal-Artikolu 61 (3) (c) u l-kapitoli tal-linji gwida tal-Awtorità dwar għajnuna reġjonali.

Konklużjoni

Fid-dawl tal-kunsiderazzjonijiet li saru, l-Awtorità ddeċidiet li tiftaħ proċedura ta' investigazzjoni formali b'konformità mal-Artikolu 1(2) tat-Taqsima I tal-Protokoll 3 għall-Ftehim bejn l-Istati tal-EFTA dwar it-Twaqqif ta' Awtorità tas-Sorveljanza u ta' Qorti tal-Ġustizzja fir-rigward tal-għoti ta' fondi ġejjin mill-muniċipalità ta' Vefsn liċ-ċentru tal-fitness fil-KLC. Il-Partijiet interessati huma mistiedna jressqu l-kummenti tagħhom fi żmien xahar mill-pubblikazzjoni ta' din id-Deċiżjoni f'*Il-Ġurnal Uffiċjali tal-Unjoni Ewropea*.

EFTA SURVEILLANCE AUTHORITY DECISION

No 537/09/COL

of 16 December 2009

to initiate the procedure provided for in Article 1(2) in Part I of Protocol 3 to the Surveillance and Court Agreement with regard to the financing of the fitness centre at the Kippermoen Leisure Centre

(Norway)

THE EFTA SURVEILLANCE AUTHORITY [1],

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

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

Having regard to Article 1(2) of Part I and Articles 4(4) and 6 of Part II of Protocol 3 to the Surveillance and Court Agreement [4],

[1] Hereinafter referred to as the Authority.
[2] Hereinafter referred to as the EEA Agreement.
[3] Hereinafter referred to as the Surveillance and Court Agreement.
[4] Hereinafter referred to as Protocol 3.

Having regard to the Authority's Guidelines on the application and interpretation of Articles 61 and 62 of the EEA Agreement [1], and in particular the Chapters on Public service compensation [2] and National Regional Aid [3] thereof,

Having regard to the Authority's Decision of 14 July 2004 on the implementing provisions referred to under Article 27 of Part II of Protocol 3 [4],

Whereas:

I. FACTS

1. Procedure

By letter dated 27 January 2009, the Norwegian authorities notified a measure financing the publicly owned fitness centre at the Kippermoen Leisure Centre (KLC) (*Kippermoen Idrettssenter*), pursuant to Article 1(3) of Part I of Protocol 3. The letter was registered by the Authority the 28 January 2009 (Event No 506341).

By email dated 3 March 2009 (Event No 511153), the Norwegian Association for Fitness Centres (NAFC) (*Norsk Treningssenterforbund)* submitted comments to the notification.

By letter dated 27 March 2009 (Event No 511172), the Authority forwarded the comments from NAFC to the Norwegian authorities and requested additional information. By letter dated 29 May 2009 (Event No 520013), the Norwegian authorities replied to the information request. By letter dated 29 July 2009 (Event No 525457), the Authority requested additional information from the Norwegian authorities. By letter dated 9 September 2009 (Event No 529846), the Norwegian authorities replied to the information request.

The Authority and the Norwegian authorities discussed the notification in a meeting in Oslo on 16 September 2009. By email dated 28 September 2009, the Authority requested further information and clarifications, to which the Norwegian authorities replied by email dated 29 September 2009 (the two emails are archived as Event No 531832).

2. The KLC

2.1. *Overview of the development of the KLC*

The KLC was established in the 1970s. It is located in the city of Mosjøen which is part of the municipality of Vefsn, in the county of Nordland. The centre is owned by the municipality and is not organised as a separate legal entity.

Initially, the centre consisted of two separate buildings, one hall encompassing an indoor swimming pool with a solarium and a sports hall. Furthermore, the KLC housed a modestly equipped fitness centre.

The two halls of the KLC were managed separately until 1992, when the department of culture at Vefsn municipality started coordinating the management of the two halls. In the same year, the municipality of Vefsn initiated a project in cooperation with the county municipality of Nordland aiming to increase the physical activity of the general population in the county.

---

[1] Guidelines on the application and interpretation of Articles 61 and 62 of the EEA Agreement and Article 1 of Protocol 3 to the Surveillance and Court Agreement, adopted and issued by the Authority on 19.1.1994, published in the *Official Journal of the European Union* (hereinafter referred to as OJ) L 231, 3.9.1994, p. 1 and EEA Supplement No 32, 3.9.1994, p. 1 as amended. Hereinafter referred to as the State Aid Guidelines. The updated version of the State Aid Guidelines is published on the Authority's website (http://www.eftasurv.int/state-aid/legal-framework/state-aid-guidelines).

[2] Adopted by the Authority by Decision No 328/05/COL of 20.12.2005, published in OJ L 109, 26.4.2007, p. 44 and EEA Supplement No 20, 26.4.2007, p. 1.

[3] The Chapter on National Regional Aid 2007–13 was adopted by the Authority by Decision No 85/06/COL of 6.4.2006, published in OJ L 54, 28.2.2008, p. 1 and EEA Supplement No 11, 28.2.2008, p. 1 and is applicable from 1 January 2007 onwards. Prior to that date, reference must be made to the provisions of the Chapter on National regional aid adopted by Decision No 316/98/COL of 4.11.1998, published in OJ L 111, 29.4.1999, p. 46 and EEA Supplement No 18, 29.4.1999, p. 1.

[4] Decision No 195/04/COL of 14 July 2004 (published in OJ L 139, 25.5.2006, p. 37 and EEA Supplement No 26, 25.5.2006, p. 1), as amended. A consolidated version of the Decision can be found online (http://www.eftasurv.int).

In 1997, as a consequence of a broadening of the cooperation with the county municipality under the so-called FYSAK programme, Vefsn municipality arranged for an expansion and renovation of the entire KLC, including the fitness centre.

In 2006 and 2007, the fitness centre was expanded with an annexe (*Mellombygningen*) linking together the existing buildings of the KLC. Furthermore, squash courts were established at the KLC. Nowadays, the KLC comprises a combined football and multi-purpose hall (*Mosjøhallen*) and outdoors facilities such as a toboggan run and a shooting range, in addition to the sports hall and the hall with indoor swimming pool established in the early 1970s and the fitness centre. However, the notification submitted by the Norwegian authorities only concerns the fitness centre.

2.2. *The financing of the KLC and its fitness centre*

Since its foundation in 1970s, the municipality of Vefsn has financed the KLC over the municipal budget. Moreover, since its foundation, the KLC has been financed by the revenues generated from fees levied on users. The prices are set by decisions of the municipal council of Vefsn. At the present time, individual users are charged a fee for the use of the fitness centre, squash courts, swimming pool and the solarium, and can choose among different types of season tickets and single tickets granting access to the various facilities. The Norwegian authorities have explained that the current system of allocation of ticket revenue entails that all revenue generated from the sale of all-access season tickets is allocated to the fitness centre. The revenue stemming from the various single tickets, including those granting access to the fitness centre, is allocated to the other facilities at the KLC. Groups of users, like local schools, seem to be charged for the use of the facilities at the KLC on a cost basis, where the compensation paid seems to be allocated to the relevant facility. In the years 2006-08, the total annual revenue generated by user fees represented between NOK 3,6 and 3,7 million. The Norwegian authorities state that approximately NOK 2,6 million (approximately 70 %) of this revenue has been allocated to the fitness centre ([1]).

From 2000, the municipality of Vefsn intended that the fitness centre part of the KLC was to be self-financed in the sense that the revenue generated from the fees levied on users of the fitness centre should cover all its costs. In order to ensure that the fitness centre part of the KLC is self-financed, the municipality has attempted to keep separate accounts for the fitness centre and the other activities of the KLC, where the fitness centre carries a proportionate share of common costs. However, a complete separation of accounts does not yet seem to be fully implemented ([2]).

According to the annual accounts of 2006-08, the fitness centre at the KLC has operated with an annual profit of between NOK 700 000 and 900 000 on account of the revenue generated by the user fees. In contrast to the fitness centre, the KLC as a whole, operates with an annual deficit. This annual deficit is covered by the operating budget of the municipality of Vefsn.

According to the NAFC, the KLC has received grants from the county municipality of Nordland. Despite the request made by the Authority, the Norwegian authorities have not provided any information regarding whether, and in that case how, these funds have been allocated to KLC and whether they were spent for the fitness centre or for other premises within the KLC.

The two expansions of the whole KLC in 1997 and 2006/07 have been financed through various sources. Regarding the 1997 expansion, it was mainly financed by a NOK 10 million loan. The Authority received no information on the identity of the lender, the terms of the loan or how it was serviced ([3]). Additionally, the expansion seems to have been financed by gaming funds granted by *Norsk Tipping AS* ([4]).

The 2006/07 expansion was partly financed through a NOK 10 million bank loan with an interest based on three year government bonds plus 1 % ([5]), a proportionate part of which was intended to be serviced by the fitness centre. The expansion was further financed by NOK 4 million of gaming funds from

([1]) See letter from Norwegian authorities dated 29.5.2009 (Event No 520013) p. 11.
([2]) Ibid p. 12.
([3]) See letter from the municipality of Vefsn to the Norwegian competition authorities dated 3.11.1998, p. 3 (added as sub-Appendix 2 to Appendix 2 of the letter from the Norwegian authorities dated 27.1.2009 (Event No 506341)). The expansion was apparently also financed through other sources, but these funds were seemingly earmarked for areas of the KLC that were not connected to the fitness centre.
([4]) L.c.
([5]) For 2007 the interest rate on three year government bonds was 3,74 %, consequently the interest rate for 2007 was (3,74 % + 1 %) 4,74 %.

Norsk Tipping AS, which were mainly, but apparently not exclusively, used to finance the expansion of other parts of the KLC ([1]).

2.3. *Legal basis for the financing of the KLC*

The legal basis for the financing of the KLC including the fitness centre, seems to be decisions made by the municipal council of Vefsn. According to the budgetary decisions made by Vefsn municipality, ever since the KLC was established in 1970s the operating costs of the KLC have been partly covered by the municipality's operating budget. The two expansions of 1997 and 2006/07 also seem to have been undertaken in accordance with decisions made by the municipality of Vefsn.

3. **Comments by the Norwegian authorities**

The Norwegian authorities argue that the fitness centre is run as a part of the municipal healthcare service and provides a service of general economic interest. Since 1997, the municipality of Vefsn has operated the KLC under the FYSAK programme — a programme managed by the county municipality of Nordland in order to aid the municipalities of Nordland in fulfilling their obligations to promote health in accordance with the Municipal Health Service Act ([2]). According to its Article 2(1) the municipality has a legal obligation to provide 'necessary healthcare' to anyone residing or temporarily staying within the area of the municipality. According to Articles 1(2) and 1(4), the Norwegian municipalities shall prevent and treat diseases, injuries and other health problems, and when providing such services, the municipalities shall promote public health, public well-being and the quality of the general social environment.

The Norwegian authorities hold that the financing of the fitness centre at the KLC merely represents compensation for services rendered by the fitness centre which is provided in line with the *Altmark* criteria ([3]). Consequently, it does not constitute aid within the meaning of Article 61(1) of the EEA Agreement.

In any event, the Norwegian authorities argue that the financing of the fitness centre at the KLC, as far as it could be held to constitute State aid within the meaning of Article 61(1) of the EEA Agreement, must be considered compatible either as a public service compensation on the basis of Article 59(2) of the EEA Agreement, or alternatively as a cultural measure on the basis of Article 61(3)(c) of the EEA Agreement.

4. **Comments from the NAFC**

The NAFC has submitted comments to the notification. The association holds that the fitness centre at the KLC has received State aid within the meaning of Article 61 of the EEA Agreement. As to the sources of such aid, the NAFC claims that the fitness centre has been allocated State resources from the municipality of Vefsn, *Norsk Tipping AS* and the county municipality of Nordland.

The NAFC argues that the aid can neither be held to be compatible with the functioning of the EEA on the basis of Article 61(3)(c), nor constitute a service of general economic interest within the meaning of Article 59(2). Finally, the NAFC holds that the aid exceeds the *de minimis* threshold.

II. **ASSESSMENT**

1. **Scope of the State aid assessment in this Decision**

As mentioned above under Section I.2.2, the fitness centre at the KLC has received financing from different sources. It has been financed by the municipality of Vefsn on a regular basis since its establishment. Furthermore, the KLC has received funds from *Norsk Tipping AS* whereby the Norwegian authorities have not excluded that some of these funds were allocated to the fitness centre. Finally, the fitness centre has allegedly received funds stemming from the county municipality of Nordland.

([1]) See letter from the Norwegian authorities dated 29.5.2009 (Event No 520013) p. 12.
([2]) *Lov om helsetjenesten i kommunene* of 19 November 1982 No 66. Hereinafter referred to as the MHS Act.
([3]) Case C-280/00 *Altmark Trans and Regierungspräsidium Magdeburg* (2003) ECR I-7747. See also case T-289/03 *BUPA* (2008) ECR II-81.

1.1. ***Funds stemming from the county municipality of Nordland***

The Authority received no information or documentation regarding the funds potentially received from the county municipality of Nordland. The Norwegian authorities are invited either to confirm that the fitness centre at the KLC did not receive any funds from the county municipality of Nordland or to provide the necessary information for the assessment of the State aid character of those funds and of the compatibility with the rules of the EEA Agreement.

1.2. ***Funds stemming from Norsk Tipping AS***

The funds stemming from *Norsk Tipping AS* are gaming funds collected, administered and distributed on the basis of the Gaming Act from 1992 that entered into force on 1 January 1993 ([1]), before the entry into force of the EEA Agreement. The Ministry of Culture and Church Affairs has the general responsibility for the operation of *Norsk Tipping AS*, the company entrusted with the administration of the gaming funds.

The profit generated by the activities of *Norsk Tipping AS* was originally distributed by thirds: a third for sporting purposes, a third for cultural purposes and a third for scientific purposes ([2]). By Act No 37 of 21 June 2002, the distribution formula was amended to the effect that the profits were to be distributed equally between sports and cultural objectives.

In 2003, a bill was passed that gave *Norsk Tipping AS* an exclusive right to operate slot machines. In that connection, a new distribution formula set at 18 % the allocation to non-sports related NGOs, 45,5 % for sports and 36,5 % for culture.

With reference to the case law cited in Section II,1.3 below, the Authority considers that the introduction of a new group of recipients does not affect the classification of aid granted to culture and sports ([3]).

Accordingly, the Authority considers the activities of *Norsk Tipping AS* to constitute an existing system of State aid within the meaning of the provisions of the EEA Agreement.

Although *Norsk Tipping AS* only granted financing to the fitness centre at the KLC in 1997 and 2006/07, the Authority considers that it benefited from the application of an existing system of State aid. Individual grants under an existing system do not qualify as new aid within the meaning of Article 1(c) of Part II of Protocol 3.

Thus, based on the above, the Authority considers that any gaming funds potentially allocated to the fitness centre at the KLC in connection with the 1997 or 2006/07 expansions are grants stemming from a system of existing aid within the meaning of Article 62 of the EEA Agreement. For that reason, the compatibility with the functioning of the EEA Agreement of the grant of gaming funds from *Norsk Tipping AS* to the fitness centre at the KLC is not assessed in this Decision.

1.3. ***Funds stemming from the municipality of Vefsn***

Insofar as the financing of the fitness centre at the KLC with resources from the municipality of Vefsn involves the grant of State aid, the question is whether this measure represents new or existing aid.

The KLC has been financed by the municipality of Vefsn since it was established in the early seventies. The annual deficit of the KLC has been covered by the municipal operating budget. In addition to this, the KLC has, ever since it was established, been financed by the revenue generated from various user fees, determined by the municipality. This method of financing was in place before the entry into force of the EEA Agreement on 1 January 1994, and would for these reasons as such seem to constitute existing aid within the meaning of Article 1(b)(i) of Part II of Protocol 3.

It follows from Article 1(c) to the same Protocol that alterations to existing aid constitute new aid. Moreover, it follows from the case law that where such alterations affect the actual substance of the original scheme the latter may be transformed into a new scheme. There can be no question of such a

([1]) The Gaming Act replaced Law No 92 of 20.12.1985 on Lotto.

([2]) The funds for sporting purposes are distributed by the King (i.e. the Government), whereas the funds for other purposes are partly distributed by the Norwegian Parliament (*Stortinget*), in accordance with Article 10 of the Gaming Act and Regulation No 1056 adopted on 11.12.1992, which entered into force on 1.1.1993, i.e. before the entry into force of the EEA Agreement in Norway.

([3]) The system is explained in the Preparatory Works to the amendment, Ot.prp. No 44 (2002-2003) Chapter 4.6.2.

substantive alteration where the new element is clearly severable from the initial scheme ([1]). In this regard, it is worth noting that the emergence of new aid or the alteration of existing aid cannot be assessed according to the scale of the aid or, in particular, its amount in financial terms at any moment in the life of the undertaking if the aid is provided under earlier statutory provisions which remain unaltered. Whether aid may be classified as new aid or as alteration of existing aid must be determined by reference to the provisions providing for it ([2]).

Thus, the qualification of the financing mechanism as existing aid does not mean that the financing of an expansion or alteration of the KLC necessarily would be considered as existing aid. On the contrary, alterations that are not severable from the existing scheme and that affect its substance could entail that the scheme in its entirety is considered as new aid.

Regarding the financing of the fitness centre, the KLC was established in the 1970s, and has primarily been financed by the operating budget of the municipality of Vefsn and allocation of revenue generated by user fees. The method of financing the KLC seems to have been established by decisions of the municipal council of Vefsn in the early 1970s before it was constructed, and has essentially remained unchanged since then. The debts incurred by the 2006/07 expansion were supposed to be serviced in line with this established method of financing, and accordingly the method of financing as such does not seem to have changed within the meaning of the above referenced case law. However, the Authority has not received sufficiently specific information on how the expansion of 1997 was financed. The Authority notes that the specific circumstances relating to the legal basis for the expansion and how the expansion was financed could represent changes entailing that it should be considered as alterations of existing aid.

Furthermore, the ticketing system has been changed since the entry into force of the EEA Agreement. The changes seem to have affected the price, the types of tickets offered and the system of allocation of ticket revenue. The Authority has not been provided with specific information concerning these developments, and has accordingly not been able to exclude that these changes involve a form of new aid.

Regarding the beneficiary, as far as the premises are concerned, according to the information made available to the Authority, the fitness centre was initially modestly equipped. The question is whether the sports facilities existing in the 1970s have been merely upgraded in accordance with new demands or whether the current fitness centre must be considered as a new facility. It is the Authority's understanding that the current fitness centre is not only significantly bigger but it also offers a much broader range of fitness activities than the old modestly equipped fitness centre. In this respect, the Authority has doubts as to whether the expansions of 1997 and/or 2006/07, which took place after the entry into force of the EEA Agreement, changed the character of the operations of the fitness centre. According to case law, the enlargement of the scope of activities does generally not imply that the measure involves new aid. Nevertheless, given the apparently significant changes and expansion in the activities of the fitness centre ([3]) the Authority has not been able to exclude that the classification of the aid could have changed.

1.4. *Conclusion — scope of the State aid assessment in this Decision*

Based on the lack of information regarding the funds that have allegedly been granted by the county municipality of Nordland to the fitness centre at the KLC, and the existing aid nature of the grants from *Norsk Tipping AS*, the following State aid assessment is confined to the financing of the fitness centre at the KLC with resources stemming from the municipality of Vefsn.

2. **State aid within the meaning of Article 61(1) of the EEA Agreement**

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

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

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

([1]) See Case T-195/01 *Government of Gibraltar* v *Commission* (2002) ECR II-2309 paragraph 111.
([2]) See Case C-44/93 *Namur-Les Assurances du Crédit SA* v *Office Nationale du Ducroire* (1994) ECR I-3829 paragraph 28.
([3]) See Communication from the Commission on the application of State aid rules to public service broadcasting, OJ C 257 of 27.10.2009, p. 1, paragraphs 25-31 and 80 ff.

— the aid must be granted through State resources,

— the aid must favour certain undertakings or the production of certain goods, i.e. the measure must confer a selective economic advantage upon the recipient,

— the recipient must constitute an undertaking within the meaning of the EEA Agreement,

— the aid must threaten to distort competition and affect trade between the Contracting Parties.

2.1. ***Presence of State resources***

The measure must involve the consumption of State resources and/or be granted by the State. The State for the purpose of Article 61(1) of the EEA Agreement covers all bodies of the state administration, from the central government to the municipality level or the lowest administrative level as well as public undertakings and bodies.

The municipality of Vefsn covers the annual deficit of the KLC as a whole. Municipal resources are State resources within the meaning of Article 61 of the EEA Agreement ([1]).

From 2006 to 2008, the fitness centre at the KLC has operated with an annual surplus, which stems from the revenue generated by user fees ([2]). On the other hand, the KLC as a whole, has run with an annual deficit that has been covered by the operating budget of the municipality of Vefsn. The Authority notes that the municipality of Vefsn controls the ticketing system at the KLC; the prices, the types of tickets offered and the system of allocation of ticket revenue is determined by the municipal council. If the municipality allocates ticket revenues to the fitness centre beyond those collected from the actual users of the premises of the fitness centre, these ticket revenues will qualify as State resources within the meaning of Article 61(1) of the EEA Agreement. A system of allocation of ticket revenue, under the complete control of public authorities, can involve State aid where the principles of allocation do not correspond to the customers' use of the different facilities.

The criteria applied for the allocation of revenue generated by the sale of tickets granting admission to the KLC do not appear to be particularly exact. Under the current system, all revenues generated by the sale of all-access season tickets are allocated to the fitness centre although these tickets enable the holder to access other facilities of the KLC. All revenues stemming from the various single tickets, including single tickets giving access to the fitness centre, are allocated to the other facilities at the KLC. As described in Section I.2.2 of this Decision, this entails that the fitness centre of the KLC receives about 70 % of the total ticket revenue. The Norwegian authorities state that this represents a correct allocation of revenue as an informal examination carried out in 2006 indicated that about 70 % of the adult visitors mainly use the fitness centre. However, in the absence of additional information and documentation, the Authority has doubts as to whether the current method of allocation corresponds to the customers' use of the different facilities thereby ensuring that there is no cross-subsidisation involving State resources from other parts of the KLC to the fitness centre.

As described under Section I.2.2 of this Decision, the municipality has not maintained a clear and consistent separation of the accounts for the different activities of the KLC. On the basis of this, the Authority cannot exclude that a form of cross-subsidisation of the fitness centre occurs.

Furthermore, the 2006/07 expansion was partly financed through a NOK 10 million bank loan. The fitness centre was intended to share the financing by servicing a proportionate part of the loan. However, its annual accounts from 2008 show that the fitness centre has only partially serviced its part of the loan according to the cost-allocation plan ([3]). In 2008, the fitness centre contributed NOK 185 000 in interest of the budgeted NOK 684 000, and an instalment of NOK 200 000 of the budgeted NOK 405 000. Thus, the fitness centre at the KLC only covered NOK 385 000 of the total NOK 1 089 000. The remaining part of the 2008 cost of the loan seems to have been serviced by the municipality of Vefsn. In light of this the Authority cannot to exclude that the 2006/07 expansion of the fitness centre at the KLC has been financed with resources from the municipality.

([1]) See the Authority's Decision No 55/05/COL Section II.3. p. 19 with further references, published in OJ L 324, 23.11.2006, p. 11 and EEA Supplement No 56, 23.11.2006, p. 1.
([2]) The Authority has not been provided with figures for earlier years.
([3]) This has been confirmed by Norwegian authorities in the letter dated 9.9.2009 (Event No 529846) p. 2-3.

2.2. ***Favouring certain undertakings or the production of certain goods***

In order to constitute State aid within the meaning of Article 61 of the EEA Agreement the measure must confer a selective economic advantage upon an undertaking.

2.2.1. *The concept of undertaking*

Firstly, it is necessary to establish whether the fitness centre constitutes an undertaking within the meaning of Article 61 of the EEA Agreement. According to settled case law, an undertaking encompasses every entity engaged in an economic activity, regardless of the legal status of the entity and the way it is financed ([1]). Activities consisting in offering services on a given market qualify as economic activities ([2]), and entities carrying out such activities must be classified as undertakings. The fitness centre at the KLC offers its services to the general population in competition with other undertakings operating on the same market. In light of this, the fitness centre at the KLC seems to constitute an undertaking within the meaning of Article 61 of the EEA Agreement.

2.2.2. *Compensation for providing services of general economic interest*

As the fitness centre seems to constitute an undertaking, the Authority must assess whether it has received an economic advantage within the meaning of Article 61 of the EEA Agreement.

The Norwegian authorities argue that the fitness centre is run as a part of the municipal healthcare service and provides a service of general economic interest within this context, and that the financing of the fitness centre at the KLC merely represents compensation for services rendered provided in accordance with the *Altmark* criteria ([3]), and consequently does not constitute aid within the meaning of Article 61(1) of the EEA Agreement.

Indeed, a measure is not caught by Article 61(1) of the EEA Agreement where it 'must be regarded as compensation for the services provided by the recipient undertakings in order to discharge public service obligations, so that those undertakings do not enjoy a real financial advantage and the measure thus does not have the effect of putting them in a more favourable competitive position than the undertakings competing with them' ([4]).

In the *Altmark* judgment the Court of Justice held that compensation for public service obligations does not constitute State aid when four cumulative criteria are met:

— first, the recipient undertaking must actually have public service obligations to discharge and such obligations must be clearly defined,

— second, the parameters on the basis of which the compensation is calculated must be established in advance in an objective and transparent manner,

— third, the compensation cannot exceed what is necessary to cover all or part of the costs incurred in the discharge of the public service obligations, taking into account the relevant receipts and a reasonable profit,

— finally, where the undertaking which is to discharge public service obligations is not chosen pursuant to a public procurement procedure which would allow for the selection of the tenderer capable of providing those services at the least cost, the level of compensation needed must be determined on the basis of an analysis of the costs which a typical undertaking, well run and adequately equipped, would have incurred ([5]).

When these four criteria are met cumulatively, the State compensation does not confer an advantage upon the undertaking. As to the present case, the Authority is in doubt as to whether the fitness centre at the KLC is entrusted with a clearly defined public service obligation as required under the first *Altmark* criterion ([6]). Furthermore, the Authority has doubts as to whether the method of calculating the compensation has been

([1]) Case C-41/90 *Höfner and Elsner* v *Macrotron Gmbh* (1991) ECR I-1979 paragraph 21.
([2]) Case C-35/96 *Commission* v *Italy* (1998) ECR I-3851 paragraph 36.
([3]) Case C-280/00 *Altmark Trans and Regierungspräsidium Magdeburg*, cited above.
([4]) Case C-280/00, *Altmark Trans and Regierungspräsidium Magdeburg*, cited above, paragraph 87.
([5]) Case C-280/00 *Altmark Trans and Regierungspräsidium Magdeburg*, cited above, paragraphs 89-93.
([6]) With regard to the question of whether the fitness centre at the KLC is entrusted with a clearly defined service obligation, see Section II.4.1.

established in advance in an objective and transparent manner (the 2nd *Altmark* criterion). Moreover it cannot be determined at this stage on the basis of the information provided that it does not exceed what is necessary (the 3rd *Altmark* criterion) ([1]). Finally, the Authority notes that the fitness centre at the KLC has not been selected in a public procurement procedure and that the Norwegian authorities have not provided the Authority with information enabling a verification of whether the costs incurred by the fitness centre at the KLC correspond to the costs of a typical undertaking, well run and adequately equipped as required by the fourth *Altmark* criterion. Thus, the Authority cannot exclude that the financing of the fitness centre at the KLC gives it an advantage.

Should an advantage have been granted to the fitness centre at the KLC, it would be selective as it only concerns this particular undertaking.

2.3. *Distorting competition and affecting trade between Contracting Parties*

The aid measure must distort competition and affect trade between the Contracting Parties. Under 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 enough to conclude that the measure is likely to affect trade between Contracting Parties and distort competition between undertakings established in other EEA States ([2]).

The State resources allocated to the fitness centre at the KLC seem to constitute an advantage that strengthens the fitness centre's position compared to that of other undertakings competing in the same market. Therefore, the measure seems to threaten to distort competition between undertakings.

The question is whether the financing of the fitness centre at the KLC threatens to affect intra-EEA trade.

A privately owned fitness centre, *Friskhuset Mosjøen* ([3]), a franchisee under the *Friskhuset* franchisor, is established in Mosjøen, the same city as the KLC. Based only on the available information, the Authority has not been able to determine whether the franchisor or the franchisee are involved in intra-EEA trade.

Regardless of this, the financing of the fitness centre at the KLC might threaten to affect intra-EEA trade in other ways. In the practice of the European Commission, the geographical attraction zone of a service has been held to be an important benchmark when establishing a measure's effect on intra-EEA trade ([4]). In the Authority's view, fitness centres, in general, seem to provide a service which by its very nature has a limited attraction zone. Based on the information made available to the Authority, the fitness centre at KLC does not seem to be so unique as to attract visitors from afar. Furthermore, the KLC is situated approximately 60 km (by road) from the nearest Swedish border. A distance of about 50 km from the closest EEA State was held to be sufficient to exclude impact on intra-EEA trade from the operation of a swimming pool in Dorsten, Germany ([5]).

Further indications of lack of effect on intra-EEA trade, held to be relevant in Commission practice, seem to be present. The fitness centre at the KLC does not belong to a wider group of undertakings ([6]). The information provided to the Authority does not indicate that the fitness centre at the KLC attracts investments to the region where it is established ([7]).

Moreover, the Authority has not been provided with sufficient information relating to the market share of the fitness centre at the KLC to make a thorough assessment of the impact, or lack thereof, on intra-EEA trade ([8]).

([1]) See Section II.4.1.

([2]) Case 730/79 *Philip Morris Holland* (1980) ECR 2671 paragraphs 11-12.

([3]) The ownership of the privately owned fitness centre has changed over the years. It has been owned by *Centrum Fysikalske Institutt AS* which in the year 2000 merged with another undertaking and changed name to *Helsehuset Fysioterapi og Manuell Terapi Mosjøen AS*. From 2007 the fitness centre operated as a franchisee under the *Friskhuset* franchisor. The Authority has doubts as to whether any of the previous owners have been involved in intra-EEA trade.

([4]) See notice from the Commission on a simplified procedure for treatment of certain types of State aid, published in OJ C 136, 16.6.2009, p. 3 paragraph 5(b) viii, footnote 6 which references the following Commission Decisions in Cases N 258/2000 (Germany, leisure pool Dorsten), N 486/02 (Sweden, Aid in favour of a congress hall in Visby), N 610/01 (Germany, Tourism infrastructure program Baden-Württemberg) and N 377/07 (the Netherlands, support to Bataviawerf).

([5]) See Commission Decision in Case N 258/2000. See also Commission Decision in Case N 610/01 Section 4.3.

([6]) See the criteria listed in the notice from the Commission on a simplified procedure for treatment of certain types of State aid, published in OJ C 136, 16.6.2009, p. 3 paragraph 5(b) viii, footnote 6.L.c.

([7]) L.c.

([8]) L.c.

It is worth noting that several of the undertakings active on the Norwegian fitness centre market are involved in intra-EEA trade. However, it seems that these undertakings tend to establish fitness centres in more densely populated areas than that of Vefsn municipality [1].

In light of the above, the Authority is in doubt as to whether the financing of the fitness centre at the KLC threatens to affect intra-EEA trade.

2.4. *Conclusion on the presence of State aid*

The Authority consequently has doubts as to whether the measures under scrutiny involve State aid within the meaning of Article 61 of the EEA Agreement.

3. **Notification requirement and standstill obligation**

The Norwegian authorities submitted a notification of the financing of the fitness centre at the KLC on 27 January 2009 (Event No 506341). Insofar as the financing of the fitness centre at the KLC may constitute State aid within the meaning of Article 61 of the EEA Agreement, and that this aid constitutes 'new aid' within the meaning of Article 1(c) of Part II of Protocol 3, the Norwegian authorities should have notified the aid before putting it into effect pursuant to Article 1(3) of Part I of Protocol 3.

It should be recalled that any new aid which is unlawfully implemented and which is finally not declared compatible with the functioning of the EEA Agreement is subject to recovery in accordance with Article 14 of Part II of Protocol 3. However, the Authority notes that any State aid granted more than 10 years before any action is taken by the Authority is deemed to be existing aid not subject to recovery pursuant to Article 15 of Part II of Protocol 3.

4. **Compatibility of the aid**

The Norwegian authorities have argued that the financing of the fitness centre at the KLC, as far as it is held to constitute State aid within the meaning of Article 61(1) of the EEA Agreement, must be considered to be compatible either as compensation for providing a service of general economic interest on the basis of Article 59(2) of the EEA Agreement, or alternatively as a cultural measure on the basis of Article 61(3)(c) of the EEA Agreement.

4.1. *Service of general economic interest — Article 59(2) of the EEA Agreement*

Article 59(2) of the EEA Agreement reads as follows:

'Undertakings entrusted with the operation of services of general economic interest or having the character of a revenue-producing monopoly shall be subject to the rules contained in this Agreement, in particular to the rules on competition, in so far as the application of such rules do not obstruct the performance, in law or in fact, of the particular tasks assigned to them. The development of trade must not be affected to such an extent as would be contrary to the interests of the Contracting Parties.'

The Norwegian authorities consider that operating the fitness centre at the KLC, as such, constitutes a service of general economic interest [2]. The Norwegian authorities argue that the purpose of operating the fitness centre at the KLC is to stimulate all the residents of the municipality of Vefsn to be more physically active and consequently improve the general health of the local population. However, there seems to be no specific mechanisms in place ensuring that the fitness centre at the KLC is available to as many users as possible. The so-called FYSAK pass seems to be available to everyone above the age of 15 at the same price, there seems to be no specific means-tested discount available to those of lesser means, although some discounts seem to be granted for young people below the age of 20 and senior citizens [3]. The Norwegian authorities seem to acknowledge this by stating that '(a) very small number of groups are excluded due to price' [4]. In that sense, the fitness centre seems to function, at least partly, as a normal fitness centre. Furthermore, the Authority questions whether there is a need to subsidise a fitness centre in the specific area of Mosjøen since a privately owned fitness centre has been operating in the same city for more than a decade.

---

[1] Vefsn municipality is located in the second northernmost county of Norway. The KLC is located in a region eligible for regional aid, see the Authority's Decision No 226/06/COL of 19.7.2006, published in OJ L 54, 28.2.2008, p. 21 and EEA Supplement No 11, 28.2.2008, p. 19.

[2] See letter accompanying the notification of the measure dated 27.1.2009 (Event No 506341), p. 14-19, and letter from Norwegian authorities dated 29.5.2009 (Event No 520013) p. 3-7.

[3] See http://www.kippermoen.com/index.asp?side=priser

[4] See letter from Norwegian authorities dated 29.5.2009 (Event No 520013) p. 13.

The Authority acknowledges that the Norwegian authorities have a wide margin of discretion regarding the nature of services that could be classified as constituting services of general economic interest [1]. However, in light of the above, the Authority has doubts as to whether the operation the fitness centre at the KLC can constitute a service of general economic interest within the meaning of Article 59(2) of the EEA Agreement.

In this respect, reference is made to the Authority's guidelines on State aid in the form of public service compensation [2]. The following cumulative criteria must be fulfilled in order for a State aid measure to be considered compatible with the functioning of the EEA Agreement on the basis of Article 59(2) in conjunction with the public service guidelines:

— the service must constitute a genuine service of general economic interest,

— the undertaking must be entrusted with the operation of the service by way of one or more official acts,

— the amount of compensation must not exceed what is necessary to cover the costs incurred in discharging the service.

According to the information provided by the Norwegian authorities, the fitness centre seems to provide certain special preventive and convalescent services to individuals with specific needs in accordance with the municipality's obligations under Article 1-2 of the MHS Act. Such services seem to be provided to individuals with a so-called FYSAK prescription (*FYSAK Resept*) which can be obtained from a doctor, physical therapist or certain public bodies [3]. However, the Authority has not received specific information pertaining to how the fitness centre at the KLC is compensated for providing such services, and cannot exclude that the compensation does not exceed what is necessary within the meaning of the public service guidelines.

At this stage, the Authority has not been able to assess whether the financing of the fitness centre at the KLC in part or in full can constitute compensation for a service of general economic interest that could be compatible with the functioning of the EEA within the meaning of Article 59(2).

4.2. *Article 61(3)(c) of the EEA Agreement*

Article 61(3) of the EEA Agreement reads as follows:

> 'The following may be considered to be compatible with the functioning of this Agreement: […] (c) aid to facilitate the development of certain economic activities or of certain economic areas, where such aid does not adversely affect trading conditions to an extent contrary to the common interest.'

The Norwegian authorities hold that the aid granted to the fitness centre at the KLC should be considered compatible with the functioning of the EEA Agreement on the basis of the exemption in Article 61(3)(c) of the EEA Agreement, and more specifically that the operation of the fitness centre must be regarded as a measure to promote culture within the meaning of the provision in Article 107(3)(d) of the Treaty on the Functioning of the European Union.

The EEA Agreement does not include a corresponding provision. The Authority nevertheless acknowledges that State aid measures may be approved on cultural grounds on the basis of Article 61(3)(c) of the EEA Agreement [4].

In this respect, reference must be made to the European Commission's White Paper on Sports [5], which acknowledges that sport is crucial to the well-being of European society. The vast majority of sporting activities take place in non-profit making structures, many of which depend on public support to provide access to sporting activities to all citizens.

---

[1] See the public service guidelines paragraph 8.
[2] Hereinafter referred to as the public service guidelines.
[3] See http://www.kippermoen.com/index.asp?side=akt_res
[4] See for example paragraph 7 (with further references) of the Chapter of the Authority's guidelines on State aid to cinematographic and other audiovisual work, adopted by the Authority by Decision No 774/08/COL of 17 December 2008, not yet published in the OJ or the EEA Supplement, available at the Authority's web page (http://www.eftasurv.int/state-aid/legal-framework/state-aid-guidelines/).
[5] White Paper on Sport, COM(2007) 391 final.

However, based on the information available, the Authority has doubts as to whether the operation of the fitness centre at the KLC constitutes a cultural activity.

The Authority notes that the KLC is located in a region eligible for regional aid ([1]) and points to the fact that financing connected to the expansion of 2006/07 could under certain circumstances be considered compatible with the functioning of the EEA Agreement ([2]). However, the information made available to the Authority during its preliminary examination of the financing of the fitness centre at the KLC does not enable it to make a definite assessment of this question.

5. **Conclusion**

Based on the information submitted by the Norwegian authorities, the Authority cannot exclude the possibility that the funds received by the fitness centre at the KLC constitute State aid within the meaning of Article 61(1) of the EEA Agreement.

As explained under Section II.1.2 above, the Authority considers that the funds stemming from *Norsk Tipping AS* have been granted in accordance with an existing aid scheme, they are not covered by this Decision to open the formal investigation procedure.

The Authority has doubts as to whether the financing of the fitness centre at the KLC with funds stemming from the municipality of Vefsn, in particular concerning those funds allocated on the basis of the two expansions in 1997 and 2006/07, constitute 'new aid', which pursuant to Article 1(3) of Part I of Protocol 3 should have been notified to the Authority prior to its implementation.

The Authority has doubts as to whether the aid granted is compatible with the functioning of the EEA Agreement, in accordance with Article 59(2) or Article 61(3)(c) of the EEA Agreement.

In accordance with Article 4(4) of Part II of Protocol 3, the Authority is obliged to open the procedure provided for in Article 1(2) of Part I of Protocol 3. The decision to open proceedings is without prejudice to the final decision of the Authority, which may conclude that the measures in question do not constitute State aid, are to be classified as existing aid or are compatible with the functioning of the EEA Agreement.

In light of the foregoing considerations, the Authority, acting under the procedure laid down in Article 1(2) of Part I of Protocol 3, invites the Norwegian authorities to submit their comments within one month of the date of receipt of this Decision.

In light of the foregoing considerations, within one month of receipt of this Decision, the Authority request the Norwegian authorities to provide all documents, information and data needed for assessment of the compatibility of the financing of the fitness centre at the KLC. In particular, the Authority invites the Norwegian authorities to provide detailed information regarding any funding from the county municipality of Nordland to the fitness centre at the KLC, as mentioned under Section II.1.1 of this Decision.

It invites the Norwegian authorities to forward a copy of this Decision to the potential aid recipient of the aid immediately.

The Authority would like to remind the Norwegian authorities that, according to the provisions of Protocol 3, any incompatible aid unlawfully put at the disposal of the beneficiaries will have to be recovered, unless this recovery would be contrary to the general principle of law,

([1]) See the regional aid maps of assisted areas for Norway registered in the Authority's Decision No 327/99/COL of 16.12.1999 and Decision No 226/06/COL of 19.7.2006.

([2]) For any aid granted after 1 January 2007, Chapter of the Authority's guidelines on National Regional Aid 2007-13. For aid granted before that date, reference must be made to the provisions of the Chapter on National Regional Aid adopted by Decision No 319/98/COL of 4.11.1998.

HAS ADOPTED THIS DECISION:

Article 1

The EFTA Surveillance Authority has decided to open the formal investigation procedure provided for in Article 1(2) of Part I of Protocol 3 against Norway regarding the financing of the fitness centre at the Kippermoen Leisure Centre.

Article 2

The Norwegian authorities are invited, pursuant to Article 6(1) of Part II of Protocol 3, to submit their comments on the opening of the formal investigation procedure within one month from the notification of this Decision.

Article 3

The Norwegian authorities are requested to provide within one month from notification of this Decision, all documents, information and data needed for assessment of the compatibility of the aid measure.

Article 4

This Decision is addressed to the Kingdom of Norway.

Article 5

Only the English version is authentic.

Done at Brussels, 16 December 2009.

For the EFTA Surveillance Authority

Per SANDERUD
President

Kristján Andri STEFÁNSSON
College Member

Stedina biex jiġu sottomessi kummenti skont l-Artikolu 1(2) fil-Parti I tal-Protokoll 3 tal-Ftehim bejn l-Istati tal-EFTA dwar it-Twaqqif ta' Awtorità tas-Sorveljanza u Qorti tal-Ġustizzja dwar l-għajnuna mill-Istat fir-rigward tal-bejgħ ta' art lil Asker Brygge AS mill-muniċipalità ta' Asker

(2010/C 184/06)

Permezz tad-Deċiżjoni Nru 538/09/COL tas-16 ta' Diċembru 2009, riprodotta fil-lingwa awtentika fil-paġni li jsegwu dan is-sommarju, l-Awtorità tas-Sorveljanza tal-EFTA bdiet proċedimenti skont l-Artikolu 1(2) fil-Parti I tal-Protokoll 3 tal-Ftehim bejn l-Istati tal-EFTA dwar it-Twaqqif ta' Awtorità ta' Sorveljanza u ta' Qorti tal-Ġustizzja. L-awtoritajiet Norveġiżi ġew infurmati permezz ta' kopja tad-deċiżjoni.

L-Awtorità ta' Sorveljanza tal-EFTA b'dan tagħti avviż lill-Istati tal-EFTA, lill-Istati Membri tal-UE u lill-partijiet interessati biex iressqu l-kummenti tagħhom dwar il-miżuri kkonċernati fi żmien xahar mill-pubblikazzjoni ta' din in-notifika lil:

L-Awtorità ta' Sorveljanza tal-EFTA
Ir-Reġistru
Rue Belliard 35
1040 Bruxelles/Brussel
BELGIQUE/BELGIË

Il-kummenti se jkunu kkomunikati lill-awtoritajiet Norveġiżi. Il-parti interessata li tressaq il-kummenti tista' titlob bil-miktub biex l-identità tagħha tibqa' kunfidenzjali, filwaqt li tagħti r-raġunijiet għat-talba.

SOMMARJU

Permezz ta' ittra mill-Awtorita' tat-13 ta' Frar 2009, l-awtoritajiet Norveġiżi ssottomettew notifika dwar bejgħ ta' biċċa art mill-muniċipalità ta' Asker lill-kumpanija Asker Brygge AS.

Il-muniċipalità ta' Asker u Asker Brygge daħlu fi ftehim fl-2001, li skontu Asker Brygge ngħatat l-għażla li tixtri l-art sal-31 ta' Diċembru 2009 għas-somma fissa ta' NOK 8 miljun, aġġustata skont l-indiċi tal-prezzijiet għall-konsumatur. Fl-2005, Asker Brygge għażlet li tixtri l-art. Wara n-negozjati li saru l-partijiet ftiehmu fuq prezz għall-bejgħ ta' NOK 8 727 462 u daħlu fi ftehim dwar bejgħ fil-21 ta' Marzu 2007. L-art ġiet ittrasferita lil Asker Brygge fl-istess data għalkemm is-somma tal-bejgħ kienet ser tiħallas f'żewġ pagamenti, kif stipulat diġà fil-ftehim dwar għażla tal-2001. It-tieni pagament jikkorrispondi għal 70 % tas-somma tal-bejgħ (NOK 6 109 223) u huwa dovut sa mhux aktar tard mill-31 ta' Diċembru 2011. Il-muniċipalità ta' Asker mhija se titlob l-ebda rata ta' imgħax fuq it-tieni pagament.

L-Awtorità għandha dubji jekk it-tranżazzjoni tal-biċċa art saritx f'konformità mal-prinċipju dwar l-investitur fl-ekonomija tas-suq. Il-kundizzjonijiet għall-bejgħ ġew stipulati fil-ftehim dwar għażla ffirmat fl-2001. Għalhekk, l-Awtorità evalwat jekk il-ftehim dwar għażla tal-2001 sarx fuq it-termini tas-suq. L-Awtorità tiddubita jekk Asker Brygge ħallsitx fir-realtà għall-għażla *per se*, u jekk il-kundizzjonijiet favorevoli għax-xerrej kinux ibbilanċjati permezz ta' obbligi korrispondenti għax-xerrej jew drittijiet tal-bejjiegħ. Il-ftehim dwar għażla mhux talli ta lil Asker Brygge d-dritt li takkwista l-proprjetà f'kwalunkwe mument fis-snin li ġejjin talli ffissa l-prezz għal tali trasferiment fil-ġejjieni. L-għażla għalhekk tat l-opportunità lil Asker Brygge li tosserva l-iżvilupp tal-prezzijiet tal-proprjetà matul għadd ta' snin, biex imbagħad tkun tista' tagħżel li tixtri l-proprjetà għall-prezz miftiehem fl-2001. Mill-banda l-oħra, il-muniċipalità ġiet ostakolata li tbiegħ il-proprjetà lil xi ħadd ieħor fl-istess perjodu. Barra minn hekk, tat lil Asker Brygge lok li tavviċina lill-muniċipalità b'mod attiv sabiex din tirregola mill-ġdid il-proprjetà għal raġunijiet li kienu jgħollu l-valur tagħha fis-suq. Barra minn hekk, il-muniċipalità ma kinitx ser tiħallas f'każ li l-bejgħ ma jsirx.

Il-ftehim dwar għażla kien jinkludi wkoll elementi oħra li jidhru li huma kapaċi jżidu l-valur tal-għażla, jiġifieri, Asker Brygge kellha d-dritt tinnegozja l-prezz mill-ġdid fil-każ li l-prezzijiet tal-proprjetà kellhom jonqsu b'mod konsiderevoli filwaqt li l-muniċpalità ma kellha l-ebda dritt korrispondenti biex tagħmel dan; il-prezz kien aġġustat skont l-indiċi tal-prezz għall-konsumatur minkejja li l-prezzijiet tal-proprjetà mhumiex inklużi f'dak l-indiċi; Il-muniċiaplità ta' Asker qablet li tipposponi l-pagament ta' 70 % tal-prezz tal-bejgħ miftiehem mingħajr ma titlob imgħax għal dan id-differiment minkejja li s-sjieda sħiħa tal-art ġiet trasferita immedjatament.

Għal dawn ir-raġunijiet, l-Awtorità tiddubita kemm operatur privat kienx jidħol għal ftehim dwar għażla daqshekk fit-tul, taħt kundizzjonijiet simili li qagħdet għalihom il-muniċipalità ta' Asker, mingħajr ma jitlob rimunerazzjoni għal tali għażla u kundizzjonijiet favorevoli.

Peress li f'dan l-istadju ma jistax jiġi determinat jekk il-ftehim dwar għażla jissodisfax il-kriterji tal-prinċipju dwar investitur fl-ekonomija tas-suq, l-Awtorità għandha tkompli teżamina jekk il-proprjetà ġietx trasferita bi prezz li jaqa' taħt il-valur fis-suq fl-2007, jiġifieri meta sar il-bejgħ fir-realtà, u jekk Asker Brygge b'ħekk irċevitx għajnuna mill-Istat fi ħdan it-tifsira tal-Artikolu 61 taż-ŻEE. L-Awtorità qabblet il-prezz ta' NOK 8 727 462 li tħallas minn Asker Brygge mal-informazzjoni disponibbli dwar il-valur tal-proprjetà fis-suq fiż-żmien li sar il-bejgħ. Tliet evalwazzjonijiet dwar il-valur tal-proprjetà ġew sottomessi mill-awtoritajiet Norveġiżi. L-ewwel rapport bid-data tat-30 ta' Ġunju 2006 ta stima tal-valur tal-art fl-2001, jiġifieri ż-żmien li fih sar il-kuntratt tal-għażla, ta' NOK 9.6 miljun, b'varjazzjoni possibbli ta' +/– 15 %. It-tieni rapport bid-data tat-18 ta' Jannar 2008, jikkunsidra li l-valur tal-art fis-suq fl-2007 kien ta' NOK 26 miljun, li jikkorrispondu għal NOK 17-il miljun fl-2001. It-tielet rapport, bid-data tas-16 ta' Ġunju 2008, li tħejja mill-istess evalwaturi, ikkoreġa l-valur għal 14-il miljun NOK fl-2007 u NOK 8 miljuni fl-2001 wara li ġie kkunsidrat tnaqqis fil-valur minħabba obbligu addizzjonali, impost minn Slependen Båtforening AS fuq Asker Brygge fir-rigward tal-użu ta' parti mill-proprjetà.

L-Awtorità għandha dubji dwar liema mir-rapporti jidderterminaw b'mod korrett il-valur tal-proprjetà għnr 32/17, jekk xi wieħed minnhom fil-fatt jagħmel dan, u tiddubita jekk tħallasx il-prezz tas-suq għall-proprjetà, u jekk investitur privat fis-suq kienx jaċċetta differiment fuq il-ħlas tas-somma tal-bejgħ mingħajr ma jitlob imgħax.

Miżuri ta' sostenn li jinqabdu bl-Artikolu 61(1) tal-Ftehim taż-ŻEE huma ġeneralment inkompatibbli mal-funzjonament tal-Ftehim taż-ŻEE, sakemm ma jikkwalifikawx għal deroga fl-Artikolu 61(2) jew (3) tal-Ftehim taż-ŻEE. L-Awtorità, madanakollu, tiddubita kemm it-tranżazzjoni taħt l-evalwazzjoni tistax tiġi ġġustifikata taħt id-dispożizzjonijiet tal-għajnuna mill-istat tal-Ftehim taż-ŻEE.

Konklużjoni

Fid-dawl tal-kunsiderazzjonijiet preċedenti, l-Awtorità ddeċidiet li tiftaħ proċedura ta' investigazzjoni formali skont l-Artikolu 1(2) tal-Ftehim taż-ŻEE. Il-partijiet interessati huma mistiedna li jressqu l-kummenti tagħhom fi żmien xahar mill-pubblikazzjoni ta' din id-Deċiżjoni f'*Il-Ġurnal Uffiċjali tal-Unjoni Ewropea*.

EFTA SURVEILLANCE AUTHORITY DECISION

No 538/09/COL

of 16 December 2009

to initiate the procedure provided for in Article 1(2) in Part I of Protocol 3 to the Surveillance and Court Agreement with regard to the notification of sale of land in the municipality of Asker

(Norway)

THE EFTA SURVEILLANCE AUTHORITY [1],

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

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

Having regard to Article 1(2) of Part I and Articles 4(4) and 6 of Part II of Protocol 3 to the Surveillance and Court Agreement [4],

[1] Hereinafter referred to as the Authority.
[2] Hereinafter referred to as the EEA Agreement.
[3] Hereinafter referred to as the Surveillance and Court Agreement.
[4] Hereinafter referred to as Protocol 3.

Having regard to the Authority's Guidelines on the application and interpretation of Articles 61 and 62 of the EEA Agreement ([1]), and in particular the chapter on State aid elements in sales of land and buildings by public authorities ([2]),

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

Whereas:

I. FACTS

1. Procedure

By letter of 15 December 2008 (Event No 508884), received by the Authority on 13 February 2009, the Norwegian authorities notified a sale of land by the municipality of Asker, pursuant to Article 1(3) of Part I of Protocol 3.

By letter dated 8 April 2009 (Event No 512188), the Authority requested additional information. The Norwegian authorities replied by letter dated 11 May 2009 (Event No 518079).

By letter of 7 July 2009 (Event No 521778), the Authority sent a second request for information. The Norwegian authorities responded by letter dated 14 August 2009 (Event No 527555).

2. Description of the notification

The Norwegian authorities have notified a sale of a plot of land by the municipality of Asker to the company Asker Brygge AS (hereinafter referred to as Asker Brygge).

The municipality of Asker and Asker Brygge entered into an agreement in 2001 (hereinafter referred to as the option agreement), according to which Asker Brygge was granted an option, lasting until 31 December 2009, to buy land for a fixed sum of NOK 8 million, adjusted according to the consumer price index. According to the option agreement the municipality intended to give Asker Brygge the option to buy the property at market price provided that Asker Brygge undertook extensive planning and research with the aim of obtaining a reregulation of the property and then developing the property.

In 2004 the option agreement was renewed, and the validity of the option was extended until 31 December 2014 under similar conditions regarding the progress of the reregulation work. In 2005, Asker Brygge called upon the option to buy the land. The property is registered in the Norwegian property register as *Nesøyveien 8, gnr. 32 bnr. 17* in the municipality of Asker and is approximately 9 700 m^2. After negotiations the parties agreed to a sales price of NOK 8 727 462 and entered into a sales agreement on 21 March 2007. The land was transferred to Asker Brygge on the same date although the sales sum was to be paid in two instalments. The first instalment of 30 % of the sales sum was paid in 2007 on the date of the transfer of the property. The second and largest instalment, 70 % of the sales sum (NOK 6 109 223), is due at the latest 31 December 2011. The municipality of Asker will not charge any interest rate on the second instalment.

The municipality of Asker and Asker Brygge are of the opinion that the sales contract does not entail any State aid because the sales price reflects the market value. The Norwegian authorities have nonetheless decided to notify the transaction for reasons of legal certainty.

II. ASSESSMENT

1. The presence of State aid within the meaning of Article 61(1) EEA Agreement

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

([1]) Guidelines on the application and interpretation of Articles 61 and 62 of the EEA Agreement and Article 1 of Protocol 3 to the Surveillance and Court Agreement, adopted and issued by the Authority on 19.1.1994, published in the *Official Journal of the European Union* (hereinafter referred to as OJ) L 231, 3.9.1994, p. 1 and EEA Supplement No 32, 3.9.1994, p. 1. Hereinafter referred to as the State Aid Guidelines. The updated version of the State Aid Guidelines is published on the Authority's website (http://www.eftasurv.int/state-aid/legal-framework/state-aid-guidelines/).

([2]) Hereinafter referred to the Guidelines on sale of land.

([3]) Decision No 195/04/COL of 14 July 2004 (published in OJ L 139, 25.5.2006, p. 37 and EEA Supplement No 26, 25.5.2006, p. 1), as amended. A consolidated version of the Decision can be found online (http://www.eftasurv.int).

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'.

1.1. ***Market investor principle***

1.1.1. *Introduction*

If the transaction was carried out in accordance with the market economy investor principle, i.e. if the municipality sold the land for its market value and the conditions of the transaction would have been acceptable for a private seller, the transaction would not involve the grant of State aid.

In the following the Authority will assess whether the municipality of Asker has granted illegal State aid to Asker Brygge in connection with the sale of the plot of land gbnr 32/17. The sale of land could qualify as State aid if the sale was not carried out at market price. As a point of departure, the assessment of whether a property has been sold at market value should be assessed at the time of the conclusion of the contract. The circumstances of this sale of land are somewhat particular in the sense that there exists several agreements concerning the sale: An option agreement from 2001, an extended option agreement from 2004 and a sales agreement from 2007.

The option agreement not only gave Asker Brygge a right to acquire the property at any given time over the years to come but also fixed the price for a later transfer. The option thereby entailed a possibility for Asker Brygge to observe the development of property prices over a number of years, thereafter to take up the option to buy the property for the price agreed in 2001. While the Authority fully recognises the right for public authorities also to operate in a market on commercial terms, it nevertheless finds reason to consider carefully whether a similar agreement would have been concluded by a private market operator. The Authority will in that regard consider whether Asker Brygge paid for the option as such, and whether the favourable conditions for the buyer appear to be balanced by corresponding obligations for the buyer or rights for the seller.

If the option agreement as such cannot be said to comply with the private market investor principle, the Authority will assess whether the property was transferred at market value when the sales agreement was concluded in 2007. Thus, the Authority will in the following firstly assess the option agreement of 2001 (and the extension signed in 2004) and, secondly, whether the actual sale of land in 2007 was accomplished at market price.

1.1.2. *The market price of the option agreement signed in 2001*

As regards the option agreement, it has to be examined whether a private investor operating in a market economy would have chosen to enter into a similar agreement regarding the price and terms as the one signed between the municipality of Asker and Asker Brygge in 2001. In making that assessment, the Authority cannot replace the municipality's commercial judgement with its own, which implies that the municipality, as the seller of the plot of land, must enjoy a margin of judgement. There can be a number of commercially sound reasons to enter into an agreement under given conditions. When there is no plausible explanation for the municipality's choice the measure could qualify as State aid.

On the basis of the information available to the Authority, the conditions for the later sale were laid down in the option agreement signed in 2001. This agreement gave Asker Brygge a right, but not an obligation, to buy the property on predetermined conditions at any given time until 31 December 2009. On the other hand, the municipality was barred from selling the property to someone else in the same period. The main features of the option agreement which are relevant for the State aid assessment are (i) the agreed price of NOK 8 million, adjusted in accordance with the consumer price index, (ii) the right of renegotiation agreed for Asker Brygge in case property prices should decrease considerably before the option was invoked (there was no corresponding right of renegotiation for the municipality should the property prices increase considerably), (iii) the payment in two instalments, whereby 70 % of the sales price would be paid before 31 December 2011 at the latest, but no interest would be charged for this delay. In 2004 the municipality and Asker Brygge prolonged the option agreement until 2014, but did not modify any of the other conditions for the transaction.

According to the information available to the Authority, the municipality carried out no value assessment of the property before it entered into the agreement with Asker Brygge in 2001. Thus, it is not clear to the Authority on which basis the municipality arrived at the agreed price of NOK 8 million for the sale of land gbnr 32/17. In the information presented to the Authority, Asker municipality nevertheless appears to argue that this amount was indeed the market value of the property in 2001.

Even if it is assumed that NOK 8 million represented the market price for the property as such in 2001, the Authority questions whether the market value of the option agreement only corresponds to the value of the property or whether the market value of the other elements agreed upon should be taken into account. In

the Authority's view, if only the market value for the property had to be considered, that would entail that Asker Brygge got the option as such for free. As mentioned above, this option enabled the company to observe the development of property prices for a number of years. Statistically, property prices tend to increase over time. Furthermore, Asker is located close to Oslo and has experienced a continuous growth in population, something that would usually influence property prices positively.

The option agreement barred the municipality from selling the property to another buyer, and thus tied up capital for which the municipality could have found alternative uses or received interest. Indeed, the extension in 2004 prolonged the option with an additional five years without remuneration. It enabled Asker Brygge to actively approach the municipality in order to reregulate the property for purposes that would increase the market value. Moreover, the municipality would not receive any payment in case of no subsequent sale.

Under the option agreement, some aspects of a possible future sales contract were also agreed upon. In particular, regarding the reregulation of the area, Asker Brygge had an obligation to finish the preparatory works that would lead to the reregulation process. If this condition was not met, the municipality of Asker could terminate the contract. The Norwegian authorities argue that there is an uncertainty or risk connected to the reregulation process. Nevertheless, the option agreement gave Asker Brygge the opportunity to work on it for several years before deciding to buy the property, which in the opinion of the Authority reduced the risk considerably. In addition, if the property was reregulated, this would increase the value of the property. Hence, the option agreement did not entail any real risk for Asker Brygge.

In the Authority's preliminary view, that option itself, independent of whether it was exercised or not, had a value in 2001 when the agreement was concluded. From the documentation and explanations the Authority has received so far, there is no information that the buyer paid for the option as such.

The option agreement also included other elements that appear to be capable of increasing the value of the option. The first element concerns the mechanism to regulate the price. Asker Brygge had the right to request renegotiations of the price if property prices in Asker should decrease considerably before the option was invoked. As mentioned above, the agreement did not provide a corresponding right of renegotiation for the municipality should the property prices increase considerably. According to the Norwegian authorities, the background for including a right for Asker Brygge to renegotiate the agreement was that the municipality of Asker considered the property to be difficult to develop, inter alia due to the short distance to the highway (E-18), and the transaction would therefore involve substantial economic risk. The Authority however, has doubts as to whether a private market investor would have entered into such an agreement without a mutual right to adjustment if property prices should increase or decrease considerably. In this regard, the right for the municipality to adjust the price in accordance with the consumer price index appears not to be sufficient to compensate for the lack of a corresponding right of renegotiation.

In addition, the Authority doubts that the consumer price index would be the correct index to use when adjusting for changes in property prices. The consumer price index is a measure estimating the change in the average price of consumer goods and services purchased by households, and does not reflect the price movements of the property market. Property prices develop at a different pattern than other prices, and real estate prices are therefore normally not taken into account when determining the consumer price index.

In addition, the municipality of Asker agreed to postpone the payment of 70 % of the agreed sales price until 31 December 2011 at the latest [1] without charging any interest for this deferral. According to the Norwegian authorities, the postponement of full payment without any interest was accepted because the property was considered difficult to develop. The Authority doubts that a private operator would have agreed to postpone the payment over such a long period of time without requiring any interest payments. Moreover, it doubts whether a private operator would have transferred full ownership of the property before full payment had been received.

For these reasons, the Authority doubts that a private operator would have entered into such a long option agreement, on similar conditions as the municipality of Asker without requiring remuneration for the option and the favourable conditions as such. By simply requiring a remuneration corresponding to the value of the property in 2001, the municipality of Asker ran the risk of granting State aid later if property prices should increase. It is therefore necessary to examine whether the property was transferred at a price

[1] According to the sales contract clause 3, the payment shall take place prior to any building activity starts and in any case before 31.12.2011.

below market value in 2007 and whether Asker Brygge thereby received State aid within the meaning of Article 61 EEA. The Authority will therefore in the following assess the available information regarding the market value in 2007.

1.1.3. *The market value of the property at the time of the sales agreement*

In 2005, Asker Brygge called upon the option and negotiations started with the municipality. Although the conditions for the sale were laid down in the 2001 option agreement, the sales contract was concluded in 2007.

In the following, the Authority will therefore compare the price of NOK 8 727 462 paid by Asker Brygge with the market value of the property at the time of the sale.

1.1.3.1. The value of the plot of land gbnr 32/17

According to the Authority's State Aid Guidelines on sale of land, a sale of land and buildings following a sufficiently well-publicised and unconditional bidding procedure, comparable to an auction, accepting the best or only bid, is by definition at market value and consequently does not contain State aid. Alternatively, to exclude the existence of aid when a sale of land is conducted without an unconditional bidding procedure, an independent valuation should be carried out by one or more independent asset valuers prior to sales negotiations in order to establish the market value on the basis of generally accepted market indicators and valuation standards. The valuer should be independent in the execution of his tasks, i.e. public authorities should not be entitled to issue orders as regards the result of the valuation. In the case at hand, the municipality of Asker did not arrange for an unconditional bidding procedure nor collect an independent expert evaluation before entering into the agreement. Thus, the existence of State aid cannot automatically be excluded.

In the notification, the Norwegian authorities have submitted three value assessments of the property in question. None of the value assessments were conducted before the option agreement was entered into in 2001.

The first report dated 30 June 2006 was conducted by licensed property surveyors of Verditaskt AS, Takst Senteret and Agdestein ([1]). According to this report the estimated value of the land in 2001, the time the option contract was entered into, was NOK 9,6 million, with a possible variation of +/– 15 %. However, this appears to be a very approximate estimation.

The Norwegian authorities enclosed with the notification two additional value assessments which TJB Eiendomstaksering — Ek & Mosveen AS — Bjørn Aarvik had carried out on behalf of the municipality. In the first report dated 18 January 2008 ([2]), the market value of the land in 2007 was estimated at NOK 26 million. As the contract between the municipality and Asker Brygge was entered into in 2001, this price was discounted to 2001 values. The discounted value of NOK 26 million of 2007 using a rate of 5,5 % over 7,5 years was NOK 17 million in 2001.

In the second report dated 16 June 2008 ([3]), TJB Eiendomstaksering — Ek & Mosveen AS — Bjørn Aarvik estimated the market value of the land in 2007 at NOK 12 million. The discounted value of NOK 12 million of 2007 using the same discount rate as before (i.e. 5,5 % over 7,5 years) corresponded to NOK 8 million in 2001. Thus, the discrepancy between the two reports is NOK 9 million for the value of the property in 2001 and NOK 14 million for the value of the property in 2007.

The Norwegian authorities have explained that this difference is based on the estimated value reduction of an additional obligation put upon Asker Brygge with regard to the use of part of the property by Slependen Båtforening AS ([4]). The option agreement of 2001 includes a clause saying that a part of the property is let to Slependen Båtforening as a marina for small boats and that Asker Brygge would have to compensate for their right to a small-boat marina/compensation vis-à-vis the municipality of Asker if development of the property started before the rental contract expires. The rental contract expired in June 2009. Furthermore, in clause 3 of the option agreement it is stated that Asker Brygge will, together with the municipality of Asker, reach a satisfying solution regarding the needs of Slependen Båtforening within the scope of the activity at the time of the agreement.

When the option agreement was entered into in 2001, Slependen Båtforening paid an annual lease of NOK 19 500 to the municipality of Asker ([5]). Although it was difficult to state the exact economic consequence of the obligation for Asker Brygge at the time the option agreement was entered into,

([1]) Enclosure 9 to the notification.
([2]) Enclosure 5 to the notification.
([3]) Enclosure 3 to the notification.
([4]) Hereinafter referred to as Slependen Båtforening.
([5]) This sum was determined on the basis of an agreement signed in 1999 between the Municipality of Asker and Slependen Båtforening. Enclosure 8 to the letter dated 11.5.2009.

Asker Brygge and Slependen Båtforening signed an agreement on 1 June 2006 according to which the latter was to pay NOK 850 000 (cf. clause 2.4 in the agreement). According to the explanations provided by the Norwegian authorities, the value assessment from January 2008 was based on an incorrect interpretation of an agreement between Asker Brygge and Slependen Båtforening since it did not reflect the obligation to pay NOK 850 000. The asset valuers interpreted the clause in the option agreement in such a way that Slependen Båtforening would have had the right to rent or buy the boat places at market price after the expiry of the rental contract. However, the Norwegian authorities are of the opinion that the sum of NOK 850 000, which represents the fulfilment of the obligation towards Slependen Båtforening, had to be taken into consideration when the market value of the property was assessed for 2001 and 2007. Thus, the municipality of Asker instructed TJB Eiendomstaksering — Ek & Mosveen AS — Bjørn Aarvik to use NOK 850 000 as the basis for the value estimation of Slependen Båtforenings's 65 boat places in their assessment dated 16 June 2008. The Authority considers that this sum is relevant for the assessment of the 2007 property value, as this was known information at the time.

The Authority has doubts as to which of the reports correctly determine the value of the property gbnr 32/17. Furthermore, the Authority notes that the estimations of the different value assessments are not only very different but are also more uncertain due to the fact that they were carried out several years after the option agreement was entered into, and two of them, the year after the sales agreement was entered into. The latest value assessment, the second report, dated 16 June 2008 ([1]), carried out by TJB Eiendomstaksering — Ek & Mosveen AS — Bjørn Aarvik, estimated the market value of the land in 2007 at NOK 12 million, which is NOK 3 272 538 more than the price paid. This is an indication that the sale was not carried out at market price and also that the consumer price index was not the correct adjustment index. Thus, the Authority questions whether market price was paid for the property.

1.1.3.2. The value of the interest advantage of the soft loan

According to the Norwegian authorities the interest rate advantage is taken into consideration by the property surveyors in the report of 2006. However, as far as the Authority can see, the interest rate advantage is not mentioned or discussed in the report referred to, nor is it mentioned in any of the other reports.

In the opinion of the Authority, the municipality might have therefore forgone interest payments that a private market player would normally have required. Thus, the Authority has doubts as to whether a private market investor would have accepted the long deferral of payment without interest.

1.1.4. *Conclusion on the market investor principle*

For the above mentioned reasons, the Authority has doubts regarding the price agreed upon in the option agreement and whether it corresponded to the market price for such an agreement, which should reflect the property value at the time of the agreement combined with the value of the option and the special arrangements granted to the buyer. Moreover, the Authority has doubts regarding the actual price agreed upon in the sales agreement and whether it corresponded to the market price of the property at the time the sales agreement was concluded. Therefore, on the basis of the information provided by the Norwegian authorities, the Authority cannot conclude that the sale of the concerned plot of land gbnr 32/17 to Asker Brygge AS for the sales price of NOK 8 727 462 was carried out in accordance with the market investor principle.

1.2. ***State resources***

In order to qualify as State aid, the measure must be granted by the State or through State resources. The concept of State does not only refer to the central government but embraces all levels of the state administration (including municipalities) as well as public undertakings.

If the municipality sold the land below its market price, it would have foregone income. In such circumstances, Asker Brygge should have paid more for the land and therefore there is a transfer of resources from the municipality.

For these reasons, the Authority considers that if the sale did not take place in accordance with market conditions, State resources within the meaning of Article 61(1) of the EEA Agreement would be involved.

1.3. ***Favouring certain undertakings or the production of certain goods***

First, the measure must confer on Asker Brygge advantages that relieve the undertaking of charges that are normally borne from its budget. If the transaction was carried out under favourable terms, in the sense that Asker Brygge would most likely have had to pay a higher price for the property if the sale of land had been

([1]) Enclosure 3 to the notification.

conducted according to the market investor principle, and to have paid market interest rates for the loan if it was to borrow the same amount from a bank, the company would have received an advantage within the meaning of the State aid rules.

Second, the measure must be selective in that it favours 'certain undertakings or the production of certain goods'. There is only one possible beneficiary of the measure under assessment, i.e. Asker Brygge. The measure is thus selective.

1.4. *Distortion of competition and effect on trade between Contracting Parties*

The aid must distort competition and affect trade between the Contracting Parties of the EEA Agreement.

A support measure granted by the State would strengthen the position of Asker Brygge vis-à-vis other undertakings that are competitors active in the same business areas of real estate and property development. Any grant of aid strengthens the position of the beneficiary vis-à-vis its competitors and accordingly distorts competition within the meaning of Article 61(1) of the EEA Agreement. To the extent that the company is active in areas subject to intra-EEA trade, the requirements of Article 61(1) of the EEA Agreement for a measure to constitute State aid are fulfilled.

1.5. *Conclusion*

For the above mentioned reasons, the Authority has doubts as to whether or not the transaction concerning the sale of the plot of land gbnr 32/17 to Asker Brygge as laid down in the option agreement signed in 2001 and later agreements entail the grant of State aid.

2. **Procedural requirements**

Pursuant to Article 1(3) of Part I of Protocol 3, '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'.

The Norwegian authorities submitted a notification of the sale of land on 13 February 2009 (Event No 508884). However, the municipality had, in 2001, already entered into an option agreement which determined the future conditions for the sale in March 2007. Moreover, the property was transferred and a soft loan granted to Asker Brygge in March 2007, when the sales agreement was signed, the transaction accomplished and the payment in instalments was agreed. Therefore, the Authority concludes that if the measure constitutes State aid, the Norwegian authorities have not respected their obligations pursuant to Article 1(3) of Part I of Protocol 3.

3. **Compatibility of the aid**

Support measures caught by Article 61(1) of the EEA Agreement are generally incompatible with the functioning of the EEA Agreement, unless they qualify for a derogation in Article 61(2) or (3) of the EEA Agreement.

The derogation of Article 61(2) is not applicable to the aid in question, which is not designed to achieve any of the aims listed in this provision. Nor does Article 61(3)(a) or Article 61(3)(b) of the EEA Agreement apply to the case at hand. Further, the area where the property is located cannot benefit from any regional aid within the meaning of Article 61(3)(c) of the EEA Agreement.

The Authority therefore doubts that the transaction under assessment can be justified under the State aid provisions of the EEA Agreement.

4. **Conclusion**

Based on the information submitted by the Norwegian authorities, the Authority has doubts as to whether or not Asker Brygge has received unlawful State aid within the meaning of Article 61(1) of the EEA Agreement in the context of the transaction regarding the sale of a plot of land.

The Authority has moreover doubts that this State aid can be regarded as complying with Article 61(3)(c) of the EEA Agreement.

Consequently, and in accordance Article 4(4) of Part II of Protocol 3, the Authority is obliged to open the procedure provided for in Article 1(2) of Part I of Protocol 3. The decision to open proceedings is without prejudice to the final decision of the Authority, which may conclude that the measures in question are compatible with the functioning of the EEA Agreement.

In light of the foregoing considerations, the Authority, acting under the procedure laid down in Article 1(2) of Part I of Protocol 3, invites the Norwegian authorities to submit their comments within one month of the date of receipt of this Decision.

In light of the foregoing considerations, within one month of receipt of this decision, the Authority request the Norwegian authorities to provide all documents, information and data needed for assessment of the compatibility of the said transaction.

It invites the Norwegian authorities to forward a copy of this decision to Asker Brygge immediately.

The Authority would like to remind the Norwegian authorities that, according to the provisions of Protocol 3, any incompatible aid unlawfully put at the disposal of the beneficiaries will have to be recovered, unless this recovery would be contrary to the general principal of law.

HAS ADOPTED THIS DECISION:

Article 1

The EFTA Surveillance Authority has decided to open the formal investigation procedure provided for in Article 1(2) of Part I of Protocol 3 against Norway regarding the transaction concerning the sale of the plot of land gbnr 32/17 to the company Asker Brygge AS by the municipality of Asker.

Article 2

The Norwegian authorities are invited, pursuant to Article 6(1) of Part II of Protocol 3, to submit their comments on the opening of the formal investigation procedure within one month from the notification of this Decision.

Article 3

The Norwegian authorities are requested to provide within one month from notification of this decision, all documents, information and data needed for assessment of the compatibility of the aid measure.

Article 4

This Decision is addressed to the Kingdom of Norway.

Article 5

Only the English version is authentic.

Done at Brussels, 16 December 2009.

For the EFTA Surveillance Authority

Per SANDERUD
President

Kristján Andri STEFÁNSSON
College Member

V

(Avviżi)

PROĊEDURI AMMINISTRATTIVI

IL-KUMMISSJONI EWROPEA

SEJĦA GĦALL-PROPOSTI – EAC/10/10

Programm ta' Tagħlim tul il-Ħajja – Appoġġ għal żewġ kompetizzjonijiet dwar il-promozzjoni tat-tagħlim tal-lingwi permezz ta' produzzjonijiet awdjoviżivi qosra

(2010/C 184/07)

1. Għanijiet u Deskrizzjoni

Din is-sejħa għall-proposti hija msejsa fuq id-Deċiżjoni Nru 1720/2006/KE [1] li tistabbilixxi l-Programm għat-Tagħlim tul il-Ħajja li kien adottat mill-Parlament Ewropew u mill-Kunsill fil-15 ta' Novembru 2006, emendat bid-Deċiżjoni Nru 1357/2008/KE, adottata mill-Parlament Ewropew u mill-Kunsill tas-16 ta' Diċembru 2008.

L-għan tas-sejħa hu dak ta' għotja għall-organizzazzjoni ta' żewġ kompetizzjonijiet għal produzzjonijiet awdjoviżivi qosra f'sentejn suċċessivi (kompetizzjoni waħda fl-2011 u oħra fl-2012). Il-kompetizzjonijiet u l-produzzjonijiet awdjoviżivi qosra li jirriżultaw minn dawn huma mmirati lejn il-promozzjoni tat-tagħlim tal-lingwa b'enfasi speċjali fuq il-benefiċċji tad-diversità lingwistika u kulturali tal-Ewropa.

Is-sehem tal-produzzjonijiet awdjoviżivi magħżula għall-Festival magħruf PRIX EWROPA jagħti prominenza lit-tixrid u l-esplojtazzjoni tar-riżultati tal-proġetti.

2. L-applikanti eliġibbli

L-organizzazzjonijiet li jaħdmu fis-setturi tal-produzzjoni awdjoviżiva, tar-riklamar u fis-settur emerġenti tal-midja bħall-iskejjel, fil-qasam tal-arti awdjoviżivi u r-riklamar, huma mistiedna jiżviluppaw, iġestixxu u jikkoordinaw il-kompetizzjonijiet.

L-applikanti jridu jkunu stabbiliti f'wieħed mill-pajjiżi li ġejjin:

— is-27 Stat Membru tal-Unjoni Ewropea

— il-pajjiżi tal-EFTA u taż-ŻEE: l-Iżlanda, il-Liechtenstein, in-Norveġja

— il-pajjiż kandidat tat-Turkija

Għaddejjin ukoll negozjati mal-Kroazja, ma' dik li kienet ir-Repubblika Jugoslava tal-Maċedonja u mal-Isvizzera rigward is-sehem fil-Programm ta' Tagħlim tul il-Ħajja fil-ġejjieni, li huwa suġġett għar-riżultat ta' dawn in-negozjati. Inti mitlub tikkonsulta l-websajt tad-Direttorat Ġenerali għall-Edukazzjoni u l-Kultura għall-aġġornamenti fil-lista tal-pajjiżi li qed jieħdu sehem.

[1] Id-Deċiżjoni Nru 1720/2006/KE tal-Parlament Ewropew u tal-Kunsill tal-15 ta' Novembru 2006 li tistabbilixxi programm ta' azzjoni fil-qasam tat-tagħlim tul il-ħajja: http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2006:327:0045:0068:EN:PDF u d-Deċiżjoni Nru 1357/2008/KE tal-Parlament Ewropew u tal-Kunsill tas-16 ta' Diċembru 2008 li temenda d-Deċiżjoni Nru 1720/2006/KE: http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2008:350:0056:0057:FR:PDF

3. **Baġit u tul tal-proġett**

L-għotja massima se tkun ta' EUR 500 000,00 li tkopri kemm il-kompetizzjoni tal-2011 kif ukoll dik tal-2012.

Il-kontribuzzjoni finanzjarja mill-Unjoni Ewropea ma tistax taqbeż il-75 % tal-ispejjeż totali eliġibbli.

Il-Kummissjoni tirriżerva d-dritt li ma tqassamx il-fondi kollha disponibbli.

L-attivitajiet għandhom jingħataw bidu bejn l-1 ta' Jannar 2011 u l-31 ta' Jannar 2011

L-attivitajiet għandhom jintemmu qabel il-31 ta' Jannar 2013.

It-tul ta' żmien massimu tal-proġetti huwa ta' 24 xahar.

4. **Data tal-Għeluq**

L-applikazzjonijiet iridu jintbagħtu lill-Kummissjoni mhux aktar tard mit 30 ta' Settembru 2010.

5. **Aktar tagħrif**

It-test sħiħ tas-sejħa għall-proposti u l-formoli tal-applikazzjoni huma disponibbli f'din il-websajt: http://ec.europa.eu/dgs/education_culture/calls/grants_en.html

L-applikazzjonijiet għandhom ikunu konformi mar-rekwiżiti stipulati fit-test sħiħ u għandhom jitressqu permezz tal-formola pprovduta.

PROĊEDURI DWAR L-IMPLIMENTAZZJONI TAL-POLITIKA TAL-KOMPETIZZJONI

IL-KUMMISSJONI EWROPEA

Notifika minn qabel ta' konċentrazzjoni

(Każ COMP/M.5908 – Honeywell/Sperian)

(Test b'relevanza għaż-ŻEE)

(2010/C 184/08)

1. Fl-30 ta' Ġunju 2010, il-Kummissjoni rċeviet notifika ta' konċentrazzjoni proposta skont l-Artikolu 4 tar-Regolament tal-Kunsill (KE) Nru 139/2004 [1] li permezz tagħha Honeywell International Inc. ("Honeywell", l-Istati Uniti) takkwista, skont it-tifsira tal-Artikolu 3(1)(b) tar-Regolament dwar l-Għaqdiet, il-kontroll sħiħ tal-impriża Sperian Protection SA ("Sperian", Franza) permezz tax-xiri ta' assi.

2. L-attivitajiet kummerċjali tal-impriżi kkonċernati huma:

— għal Honeywell: manifattur globali attiv f'diversi oqsma tan-negozju (l-enerġija, is-sigurtà) inkluż apparat ta' protezzjoni personali,

— għal Sperian: manifattur globali ta' apparat ta' protezzjoni personali.

3. Wara eżami preliminari, il-Kummissjoni ssib li l-operazzjoni nnotifikata tista' taqa' fl-ambitu tar-Regolament tal-KE dwar l-Għaqdiet. Madanakollu, id-deċiżjoni finali dwar dan il-punt hija riżervata.

4. Il-Kummissjoni tistieden lill-partijiet terzi interessati biex jibagħtu kwalunkwe kumment li jista' jkollhom dwar l-operazzjoni proposta lill-Kummissjoni.

Il-kummenti jridu jaslu għand il-Kummissjoni mhux aktar tard minn għaxart ijiem wara d-data ta' din il-pubblikazzjoni. Il-kummenti jistgħu jintbagħtu lill-Kummissjoni bil-feks (+32 22964301), jew b'emejl lil COMP-MERGER-REGISTRY@ec.europa.eu jew bil-posta, taħt in-numru ta' referenza COMP/M.5908 – Honeywell/Sperian, fl-indirizz li ġej:

Il-Kummissjoni Ewropea
Direttorat Ġenerali għall-Kompetizzjoni
Reġistru tal-Amalgamazzjonijiet
J-70
1049 Bruxelles/Brussel
BELGIQUE/BELGIË

---

[1] ĠU L 24, 29.1.2004, p. 1 (ir-"Regolament tal-KE dwar l-Għaqdiet").

ATTI OĦRAJN

IL-KUMMISSJONI EWROPEA

Pubblikazzjoni ta' applikazzjoni skont l-Artikolu 6(2) tar-Regolament tal-Kunsill (KE) Nru 510/2006 dwar il-protezzjoni tal-indikazzjonijiet ġeografiċi u d-denominazzjonijiet tal-oriġini għall-prodotti agrikoli u l-oġġetti tal-ikel

(2010/C 184/09)

Din il-pubblikazzjoni tikkonferixxi d-dritt għal oġġezzjoni għall-applikazzjoni skont l-Artikolu 7 tar-Regolament tal-Kunsill (KE) Nru 510/2006 ([1]). Id-dikjarazzjonijiet ta' oġġezzjoni għandhom jaslu l-Kummissjoni fi żmien sitt xhur mid-data ta' din il-pubblikazzjoni.

DOKUMENT UNIKU

IR-REGOLAMENT TAL-KUNSILL (KE) Nru 510/2006

"MIELE DELLE DOLOMITI BELLUNESI"

Nru tal-KE: IT-PDO-0005-0776-09.06.2009

IĠP ( ) DPO (X)

1. **Isem**

"Miele delle Dolomiti Bellunesi"

2. **Stat Membru jew Pajjiż Terz**

L-Italja

3. **Spjegazzjoni tal-prodott agrikolu jew il-prodott tal-ikel**

3.1. *Tip ta' prodott*

Klassi 1.4: Prodotti oħra tal-annimali

3.2. *Deskrizzjoni tal-prodott li għalih tapplika d-denominazzjoni "Miele delle Dolomiti Bellunesi"*

"Miele delle Dolomiti Bellunesi" huwa prodott minn nektar tal-fjuri fir-reġjun muntanjuż ta' Belluno mill-ekotip lokali tal-"Apis mellifera", li jiġi mit-tnissil imħallat b'mod naturali ta' sottospeċijiet varji ta' naħal tal-għasel, fil-biċċa l-kbira n-naħla Taljana u n-naħla tal-għasel Carniolan; matul iż-żmien, dawn adattaw partikolarment sew għall-karatteristiċi tal-ambjent muntanjuż tar-reġjun ta' Belluno u jista' jagħti rendiment tajjeb ta' għasel.

Skont l-ispeċijiet varji botaniċi li jagħmlu l-fjuri f'fażijiet differenti matul il-perjodu ta' produzzjoni u s-sorsi tal-fjuri konsegwenti, issir distinzjoni bejn it-tipi ta' "Miele delle Dolomiti Bellunesi" li ġejjin': Millefiori (Wildflower), Acacia (Akaċja), Tiglio (Lajm), Castagno (Qastan), Rododendro (Rhododendron) and Tarassaco (Ċikwejra).

([1]) ĠU L 93, 31.3.2006, p. 12.

A. Karatteristiċi kimiċi fiżiċi

Kull tip ta' "Miele delle Dolomiti Bellunesi" għandu jkollu l-karatteristiċi kimiċi fiżiċi li ġejjin:

Kontenut ta' HMF (meta jitqiegħed fis-suq għall-konsum) < 10 mg per kg

Kull tip ta' "Miele delle Dolomiti Bellunesi" għandu juri l-karatteristiċi kimiċi fiżiċi li ġejjin:

It-tip ta' għasel	Ilma (%)		pH		Fruttożju + glukożju (%)		Sukrożju (%)	
	Min	Mass	Min	Mass	Min	Mass	Min	Mass
Millefiori (Wildflower)	15	18	3,4	4,4	69	78	0	3,8
Acacia (Akaċja)	15	18	3,7	4,1	61	77	0	10
Tiglio (Lajm)	16,5	17,8	4,0	4,1	67	70	0,8	4,6
Castagno (Qastan)	16,5	18	4,4	5,8	61	74	0	2,4
Rododendro (Rhododendron)	16	17,7	3,7	4,2	65	72	0,1	0,7
Tarassaco (Ċikwejra)	17	18	4,3	4,7	37,8	38,5	0,1	0,4

B. Karatteristiċi tal-għabra tad-dakra

L-ispettru ġenerali tal-għabra tad-dakra huwa tipiku għal dak tal-flora tal-muntanji. Madankollu, skont is-sors tal-fjura, l-ispettri tal-għabra tad-dakra tat-tipi varji ta' "Miele delle Dolomiti Bellunesi" għandhom jissodisfaw ir-rekwiżiti li ġejjin:

It-tip ta' għasel	Għabra tad-dakra
Millefiori (Wildflower)	Fil-biċċa l-kbira ċikwejra, lajm, qastan, rhododendron u *labiacaea varji*
Acacia (Akaċja)	> 30 % Robinia pseudoacacia L
Tiglio (Lajm)	> 10 % Tilia spp
Castagno (Qastan)	> 70 % Castanea sativa M
Rododendro (Rhododendron)	> 20 % Rhododendron spp
Tarassaco (Ċikwejra)	> 5 % - < 30 % Taraxacum spp

C. Karatteristiċi organolettiċi

Il-karatteristiċi organolettiċi jiddependu fuq is-sors tal-fjuri u b'hekk huma differenti għat-tipi varji ta' għasel.

Millefiori (Wildflower) jew multiflora (multiflower): kulur isfar ċar fl-ambra, togħma ħelwa, ratba, b'tendenza kbira li jrammel.

Acacia (Akaċja) jew Robinia (Robinja): kulur ċar fl-ambra, traslucidu, delikat, togħma ħelwa ħafna, b'riħa li tfakkrek fil-fjuri tal-akaċja, tipikament likwidu.

Tiglio (Lajm): kulur li jvarja, minn isfar għal aħdar ċar, li jħalli togħma kemmxejn morra, riħa aromatika u friska, dehra kremuża, bi trammil tard.

Castagno (Qastan): kulur kannella skur, togħma bi ħlewwa limitata, morra u tannika, riħa qawwija u aromatika, ġeneralment likwidu.

Rododendro (Rhododendron): prattikament mingħajr kulur mill-abjad sal-kannella fl-isfar, togħma delikata, aroma li tfakkrek fil-weraq u l-frott, aspett likwidu, qabel ma jibda jsir kremuż u wara jrammel b'mod fin.

Tarassaco (Ċikwejra): għasel bi traċċi sofor, ħlewwa limitata jew normali, b'togħma qarsa, kemmxejn morra u strinġenti.

3.3. *Materja prima*

Mhux applikabli.

3.4. *Għalf*

Għal kwalunkwe nutrizzjoni ta' proteina mogħtija lill-familji tan-naħal, mhuwiex permess li jintużaw prodotti li jkollhom għabra tad-dakra għajr dak minn oriġini lokali immedjata.

Il-prattika adottata normalment tinvolvi l-ħsad tax-xehed tal-għabra tad-dakra jew tal-għabra tad-dakra biss permezz ta' nasses li titnixxef jew tinħażen fi friża matul perjodi ta' produzzjoni għolja ta' għabra tad-dakra li tintuża mill-ġdid f'perjodi ta' disponibbiltà limitata tal-għabra tad-dakra.

3.5. *Passi speċifiċi fil-produzzjoni li għandhom jittieħdu fiż-żona ġeografika identifikata*

"Miele delle Dolomiti Bellunesi" jiġi prodott, trattat u proċessat fiż-żona ġeografika indikata f'punt 4.

L-għasel huwa prodott f'ġarar fissi li jiġu trasferiti perjodikament fiż-żona ta' produzzjoni fil-muntanji; l-għasel jittieħed direttament mix-xehed tal-għasel b'azzjoni ċentrifoga.

Il-ħsad tal-għasel dejjem jitwettaq f'fażijiet suċċessivi, skont il-perjodi ta' fjuratura tal-pjanti, sabiex jinkiseb prodott monoflorali differenzjat.

3.6. *Regoli speċifiċi li jikkonċernaw it-tqattigħ, it-taħkik, l-ippakkjar, eċċ.*

Il-kontenituri tal-ħġieġ ta' 250 g, 500 g and 1 kg, b'għotjien tal-metall issiġillati bit-tikketta jintużaw biex jiġi ppakkjat il-"Miele delle Dolomiti Bellunesi". L-ippakkjar tal-għasel f'formati ta' porzjonijiet għal persuna waħda f'kontenituri tal-ħġieġ, qratas, dixxijiet jew f'kontenituri oħra ta' materjali xierqa huwa permess ukoll.

3.7. *Regoli speċifiċi li jikkonċernaw it-tikkettar*

Il-logo tal-"Miele delle Dolomiti Bellunesi DOP" jikkonsisti f'ċirku irregolari mfassal kif ġej: fil-parti ta' fuq, hemm il-kliem "MIELE DELLE DOLOMITI BELLUNESI" miktuba b'ittri bojod fuq faxxa ħadra; ġewwa ċ-ċirku hemm tliet strixxi irregolari waħda safra, oħra kaħlana u l-oħra ħadra bi skeċċ tat-tliet quċċati ta' Lavaredo bħallikieku magħmul mill-qtar tal-għasel li qed jaqgħu minn kuċċarun tradizzjonali tal-għasel; fil-qiegħ, hemm "D.O.P." miktuba b'ittri sofor kif muri fl-istampa. Il-kliem addizzjonali "prodotto della montagna" [prodott tal-muntanji] jistgħu jiġu miżjuda skont il-leġiżlazzjoni nazzjonali.

4. **Definizzjoni konċiża taż-żona ġeografika**

Iż-żona ta' produzzjoni tal-"Miele delle Dolomiti Bellunesi" DPO tkopri t-territorju sħiħ tal-Provinċja ta' Belluno, li tinsab kompletament fiż-żona tal-muntanji, imdawra min-naħat kollha b'meded ta' muntanji li b'mod naturali jisseparaw iż-żona ta' produzzjoni mill-provinċji u r-reġjuni fil-qrib u mill-Awstrija lejn it-Tramuntana.

5. **Rabta maż-żona ġeografika**

5.1. *L-ispeċifiċità taż-żona ġeografika*

Fatturi ambjentali

Iż-żona ta' produzzjoni tikkonsisti minn reġjun muntanjuż, li jikkonsisti f'widien u f'pendiliet b'ħamrija, kundizzjonijiet klimatiċi u ekoloġiċi li huma karatteristiċi ta' żona Alpina, bi msaġar u mergħat estensivi.

Fiż-żona ta' produzzjoni ma hemmx installazzjonijiet industrijali ewlenin, attivitajiet agrikoli intensivi jew saħansitra rotot ta' trasport sinifikanti, u sorsi potenzjali ta' tniġġis, inkluż għal prodotti tan-naħal. Permezz ta' dawn il-kundizzjonijiet huwa possibbli li jiġi prodott għasel nadif, tajjeb għas-saħħa, u mingħajr tniġġis minn metalli tqal u sustanzi li jniġġsu l-ambjent.

Il-kundizzjonijiet klimatiċi u ambjentali li hemm fiż-żona ta' Belluno, bħat-temperaturi u x-xita medji li ttieħdu mir-reġistri storiċi, huma differenti ħafna minn dawk fiż-żoni aktar baxxi fil-qrib, u mill-medji fir-reġjun ta' Veneto, u għandhom influwenza pożittiva fuq il-produzzjoni tan-nektar, il-kwalità tal-prodott u t-tul tal-perjodu tal-ħażna tiegħu fuq l-ixkaffa.

Permezz tat-temperaturi baxxi u l-ammont kbir ta' xita, ir-reġjun ta' Belluno huwa preeminenti fil-firxa ta' mraġ u mergħat tiegħu, li għandhom rwol importanti fl-appoġġ tal-flora Alpina diversa ħafna taż-żona, li fil-biċċa l-kbira tagħha tikber fuq dolostone, u sottostrati tal-ġebla tal-franka, li tinkludi 'l fuq minn 2 200 speċi (terz tal-ispeċijiet tal-pjanti li hemm fit-territorju kollu tal-Italja), li jippermettu linnaħal li jagħżlu l-aħjar sorsi ta' pjanti li minnhom jiġbru n-nektar u l-għabra tad-dakra.

Id-Dolomiti ta' Belluno ħadu l-fama mijiet ta' snin ilu għall-ġid ta' fjuri li hemm fl-imraġ u l-mergħat Alpini; il-firxa u n-natura partikolari ta' dik il-flora tikkostitwixxi waħda mir-raġunijiet xjentifiċi ewlenin għar-rikonoxximent Komunitarju, nazzjonali u reġjonali tal-parks ta' Belluno.

Ta' importanza ewlenija fost is-siġar li jikbru għoljin ħafna huma l-imsaġar tal-lerċi, il-fagu, l-arżnu tal-Iskozja u r-red spruce (tip ta' siġra tal-prinjoli salvaġġa tal-ġenus Picea) li jikkaratterizzaw iż-żona. Mal-qiegħ tal-wiċċ vertikali tal-blat naturali hemm foresti densi ta' siġar bil-weraq wisgħin u fil-għoli mraġ bi flora rikka, fosthom speċijiet endemiċi, bħal rhododendrons, pjanti tal-ġenus Cirsium (thistles), stilel tal-Alpi u pjanti tal-muntanji oħra. Fil-widien, il-pjanti vaskulari taż-żona ta' Belluno jkopru varjetà sinifikanti li tinkudi 1 400 entità, li fost dawn ħafna minnhom jisthoqqilhom li jiġu rreġistrati, peress li huma endemiċi, rari jew ta' importanza kbira għall-ġeografija tal-pjanti.

It-taħlita tal-flora bil-weraq u s-siġar fiha firxa wiesgħa ta' speċijiet li huma kkunsidrati bħala l-aqwa f'termini ta' trobbija tan-naħal u għabra tad-dakra, bħall-false acacia (Robinja), ir-rhododendron, iċ-ċikwejra, il-lajm, heather u silla, flimkien mal-lista twila ta' speċijiet li jidħlu fil-kompożizzjoni tal-għasel tal-wildflower.

Il-preżenza fiż-żona ta' speċijiet li jipproduċu n-nektar bħall-qastan (Castanea Sativa) u l-pjanti tal-ġenus Cirsium (thistles) (Carduus sp) hija wkoll importanti ħafna peress li n-nektar jirrappreżenta l-ikel essenzjali għaċ-ċiklu bijoloġiku tan-naħal. Teżijiet universitarji u xogħol ta' riċerka juru li l-pjanti li jikbru fil-muntanji għoljin jipproduċu aktar nektar minn dawk li jikbru f'żoni ta' art aktar baxxa.

Fatturi umani

It-trobbija tan-naħal dejjem kienet attività komuni fil-muntanji ta' Belluno, anki ħafna żmien ilu, meta minħabba l-użu ta' xehed tat-tiben, il-ħsad tal-għasel kien jeħtieġ ħila kbira mill-parti tal-produtturi sabiex ma tinqeridx il-kolonja sħiħa tan-naħal.

Anki fi żminijiet aktar diffiċli, it-trobbija tan-naħal baqgħat tiġi prattikata ħafna fit-territorju, bl-użu predominanti ta' ġarar primittivi. L-introduzzjoni innovattiva tal-ġarar ta' Dadant iffaċilitat il-produzzjoni tal-għasel, iżda anki bħalissa fil-muntanji ta' Belluno t-trobbija tan-naħal tibqa' fil-biċċa l-kbira tagħha industrija tal-artiġjanat, li titlob ħiliet speċifiċi fit-tqegħid u l-kontroll tal-ġarar, is-salvagwardja u l-iżvilupp tal-kolonji, il-mezzi ta' ħsad u l-għażla tal-perjodu sabiex ikun hemm differenza bejn it-tipi ta' għasel minn sorsi differenti ta' fjuri, kif ukoll ta' tekniki ta' ħżin.

Attwalment, il-biċċa l-kbira mill-persuni li jrabbu n-naħal joperaw fil-widien ta' Belluno u ta' Feltrina, li b'żieda ma' dawn hemm għadd kbir ta' produtturi ta' altitudni għolja li jagħmlu għasel li hu apprezzat ħafna, bħall-għasel tar-rhododendron.

5.2. *L-ispeċifiċità tal-prodott*

It-tipi ta' għasel monoflorali jirriflettu l-ispeċijiet taż-żona, li huma kkunsidrati fost l-aqwa mil-lat ta' trobbija ta' naħal f'termini ta' produzzjoni tal-għabra tad-dakra u n-nektar, bħar-robinja, ir-rhodenderon, iċ-ċikwejra, il-lajm u l-qastan, li l-biċċa l-kbira minnhom jeżistu biss fit-territorji tal-muntanji u l-"Miele delle Dolomiti Bellunesi" huwa apprezzat għal din ir-raġuni. Il-varjetà tal-Wildflower hija prodotta billi jintużaw varjetà kbira ta' speċijiet Alpini, magħżula min-naħal minn fost 'l fuq minn 2 200 li jikkaratterizaw il-muntanji ta' Belluno.

Barra mill-'ġid ta' fjuri', il-kwalità tal-"Miele delle Dolomiti Bellunesi" hija bbażata fuq fatturi fundamentali oħra, bħall-purità, l-indafa u t-tul tal-perjodu tal-ħażna tiegħu fuq l-ixkaffa li tintwera wkoll mill-kontenut baxx ta' HMF tiegħu. Dawn il-fatturi huma attribwiti liż-żona ġeografika u l-għarfien tal-produtturi lokali.

5.3. *Ir-rabta każwali bejn iż-żona ġeografika u l-kwalità jew il-karatteristiċi tal-prodott (għad-DPO) jew kwalità speċifika, ir-reputazzjoni jew karatteristiċi oħra tal-prodott (għall-IĠP)*

L-ambjent tal-muntanji tal-Alpi, ikkaratterizzat minn temperaturi baxxi, ħafna xita u ħamrija dolomitika li jippermettu li jikbru firxa diversa ta' flora alpina, li tinkludi siġar u ħaxix ta' interess kbir mil-lat ta' trobbija tan-naħal, li permess tagħhom ir-reġjun ta' Belluno hija żona ideali għall-produzzjoni tal-għasel ta' valur minn speċijiet ta' pjanti li jinsabu biss jew predominantament f'ambjent tal-muntanji Alpini.

It-temperaturi baxxi matul is-sena, ferm inqas mill-medji reġjonali jew nazzjonali, għandhom influwenza wkoll fuq il-kwalità tal-għasel u t-tul tal-perjodu tal-ħażna tiegħu fuq l-ixkaffa, peress li jipprevenu kwalunkwe fermentazzjoni li tista' tikkawża anomalija u permezz tagħhom huwa possibbli li jinżammu l-kwalitajiet organolettiċi tal-prodott u tal-ingredjenti tiegħu għal perjodu ta' żmien itwal.

Il-pressjoni limitata umana (f'termini ta' abitanti, industrija u rotot tat-trasport), l-istat tipiku ta' iżolazzjoni taż-żona muntanjuża, u fuq kollox, il-ħila tal-produtturi li jwettqu b'mod professjonali attività li baqgħet f'livell artiġjanali jagħtu bidu għal prodott aktar pur u nadif minn dak miksub fiż-żoni aktar baxxi.

It-trobbija tan-naħal, li minn dejjem kienet attività mifruxa fiż-żona ta' Belluno, apparti milli tforni dħul finanzjarju lill-abitanti tagħha, storikament tipprovdi riżerva ta' enerġija biex tintuża bħala ikel matul ix-xhur tal-iżolazzjoni xitwija u bħala sustanza tal-ħlewwa għal skopijiet kulinarji waqt il-preparazzjoni ta' riċetti lokali tradizzjonali varji. Il-"Miele delle Dolomiti Bellunesi" tqiegħed fis-suq taħt dan l-isem għal aktar minn 35 sena u, taħt dan l-isem, sa mit-tmeninijiet (1980s) ħa sehem f'bosta fieri u avvenimenti agrikoli lokali fil-muntanji, kif evidenzjat mill-għadd ta' diplomi, ritratti ta' produtturi fl-għaqdiet tat-trobbija tan-naħal u fl-artikoli tal-istampa bil-miktub mit-tmeniijiet (1980s). Ir-ritratti mill-istess perjodu jagħtu prova tar-reputazzjoni tal-isem "Miele delle Dolomiti Bellunesi" taħt ditti u tikketti varji. Il-"Miele delle Dolomiti Bellunesi" dejjem intuża f'bosta platti tipiċi bħala ingredjent f'deżerti u ħobż karatteristiku bħal Cadore u Ampezzo, kif ukoll fil-likur tipiku tal-għasel bħala akkompanjament tal-ġobon lokali. Il-prodott huwa mfittex ħafna minn konsumaturi, partikolarment turisti, li jirrikonoxxu l-individwalitajiet li jikkaratterizzawh u jixtruh matul il-btali tagħhom biex jiġi kkunsmat matul is-sena kollha, u jġorruh magħhom lura għar-reġjuni l-oħra kollha tal-Italja.

Referenza għall-pubblikazzjoni tal-ispeċifikazzjoni

(L-Artikolu 5(7) tar-Regolament (KE) Nru 510/2006)

Il-Ministeru vara l-proċedura nazzjonali ta' oġġezzjoni mal-pubblikazzjoni tal-proposta għar-rikonoxximent tal-'Miele delle Dolomiti Bellunesi' bħala denominazzjoni protetta tal-oriġini fil-*Gazzetta Uffiċjali tar-Repubblika Taljana* Nru 285 tal-5 ta' Diċembru 2008.

It-test sħiħ tal-ispeċifikazzjoni tal-prodott huwa disponibbli fuq il-websajt:

www.politicheagricole.it/DocumentiPubblicazioni/Search_Documenti_Elenco.htm?txtTipoDocumento=Disciplinare%20in%20esame%20UE&txtDocArgomento=Prodotti%20di%20Qualit%E0>Prodotti%20Dop,%20Igp%20e%20Stg

jew billi wieħed jidħol direttament fil-paġna ewlenija tas-sit tal-Ministeru tal-Politiki Agrikoli, Alimentari u Forestali (www.politicheagricole.it) u jikklikkja fuq "Prodotti di Qualità" (fuq ix-xellug tal-iskrin) u mbagħad fuq "Disciplinari di Produzione all'esame dell'UE (Reg 510/2006)".

Avviż Nru | Werrej (ikompli) | Paġna

ATTI OĦRAJN

Il-Kummissjoni Ewropea

2010/C 184/09 Pubblikazzjoni ta' applikazzjoni skont l-Artikolu 6(2) tar-Regolament tal-Kunsill (KE) Nru 510/2006 dwar il-protezzjoni tal-indikazzjonijiet ġeografiċi u d-denominazzjonijiet tal-oriġini għall-prodotti agrikoli u l-oġġetti tal-ikel 32

MT

PREZZ TAL-ABBONAMENT 2010 (mingħajr VAT, inklużi l-ispejjeż tal-posta b'kunsinna normali)

Il-Ġurnal Uffiċjali tal-UE, serje L+C, edizzjoni stampata biss	22 lingwa uffiċjali tal-UE	1 100 EUR fis-sena
Il-Ġurnal Uffiċjali tal-UE, serje L+C, stampati + CD-ROM annwali	22 lingwa uffiċjali tal-UE	1 200 EUR fis-sena
Il-Ġurnal Uffiċjali tal-UE, serje L, edizzjoni stampata biss	22 lingwa uffiċjali tal-UE	770 EUR fis-sena
Il-Ġurnal Uffiċjali tal-UE, serje L+C, CD-ROM fix-xahar (kumulattiva)	22 lingwa uffiċjali tal-UE	400 EUR fis-sena
Suppliment tal-Ġurnal Uffiċjali (serje S), Swieq Pubbliċi u Appalti, CD-ROM, żewġ edizzjonijiet fil-ġimgħa	multilingwi: 23 lingwa uffiċjali tal-UE	300 EUR fis-sena
Il-Ġurnal Uffiċjali tal-UE, serje C – Kompetizzjonijiet	Skont il-lingwa/i tal-Kompetizzjoni	50 EUR fis-sena

L-abbonament f'*Il-Ġurnal Uffiċjali tal-Unjoni Ewropea*, li joħroġ fil-lingwi uffiċjali tal-Unjoni Ewropea, hu disponibbli f'22 verżjoni lingwistika. Inklużi fih hemm is-serje L (Leġiżlazzjoni) u C (Komunikazzjoni u Informazzjoni).

Kull verżjoni lingwistika jeħtiġilha abbonament separat.

B'konformità mar-Regolament tal-Kunsill (KE) Nru 920/2005, ippubblikat fil-Ġurnal Uffiċjali L 156 tat-18 ta' Ġunju 2005, li jistipula li l-istituzzjonijiet tal-Unjoni Ewropea mhumiex temporanjament obbligati li jiktbu l-atti kollha bl-Irlandiż u li jippubblikawhom b'din il-lingwa, il-Ġurnali Uffiċjali ppubblikati bl-Irlandiż jinbiegħu apparti.

L-abbonament tas-Suppliment tal-Ġurnal Uffiċjali (serje S – Swieq Pubbliċi u Appalti) jiġbor fih it-total tat-23 verżjoni lingwistika uffiċjali f'CD-ROM waħdieni multilingwi.

Fuq rikjesta, l-abbonament f'*Il-Ġurnal Uffiċjali tal-Unjoni Ewropea* jagħti d-dritt li l-abbonat jirċievi diversi annessi tal-Ġurnal Uffiċjali. L-abbonati jiġu mgħarrfa dwar il-ħruġ tal-annessi permezz ta' "Avviż lill-qarrej" inserit f'*Il-Ġurnal Uffiċjali tal-Unjoni Ewropea*.

Il-formati tas-CD-Rom se jinbidlu bil-formati tad-DVD matul l-2010.

Bejgħ u Abbonamenti

Abbonamenti fil-perjodiċi diversi bi ħlas, bħalma huwa l-abbonament f'*Il-Ġurnal Uffiċjali tal-Unjoni Ewropea*, huma disponibbli mill-uffiċini tal-bejgħ tagħna. Il-lista tal-uffiċini tal-bejgħ hi disponibbli fuq l-internet fl-indirizz li ġej:

http://publications.europa.eu/others/agents/index_mt.htm

EUR-Lex (http://eur-lex.europa.eu) joffri aċċess dirett u bla ħlas għal-liġjiet tal-Unjoni Ewropea. Dan is-sit jippermetti li jkun ikkonsultat *Il-Ġurnal Uffiċjali tal-Unjoni Ewropea* u jinkludi wkoll it-Trattati, il-leġiżlazzjoni, il-ġurisprudenza u l-atti preparatorji tal-leġiżlazzjoni.

Biex tkun taf aktar dwar l-Unjoni Ewropea, ikkonsulta: http://europa.eu

L-Uffiċċju tal-Pubblikazzjonijiet tal-Unjoni Ewropea
2985 Il-Lussemburgu
IL-LUSSEMBURGU

MT