Uradni list Evropske unije

C 177

Slovenska izdaja

Letnik 62

23. maj 2019

Informacije in objave

Vsebina

IV *Informacije*

INFORMACIJE INSTITUCIJ, ORGANOV, URADOV IN AGENCIJ EVROPSKE UNIJE

Evropska komisija

2019/C 177/01 Menjalni tečaji eura 1

2019/C 177/02 Izvedbeni sklep Komisije z dne 14. maja 2019 o objavi zahtevka za odobritev spremembe specifikacije proizvoda, ki ni manjša, iz člena 53 Uredbe (EU) št. 1151/2012 Evropskega parlamenta in Sveta *v Uradnem listu Evropske unije* za ime „Banon“ (ZOP) 2

2019/C 177/03 Izvedbeni sklep Komisije z dne 14. maja 2019 o objavi zahtevka za odobritev spremembe specifikacije proizvoda, ki ni manjša, iz člena 53 Uredbe (EU) št. 1151/2012 Evropskega parlamenta in Sveta *v Uradnem listu Evropske unije* za ime „Beurre d'Isigny“ (ZOP) 14

INFORMACIJE V ZVEZI Z EVROPSKIM GOSPODARSKIM PROSTOROM

Nadzorni organ Efte

2019/C 177/04 Poziv k predložitvi pripomb v skladu s členom 1(2) dela I Protokola 3 k Sporazumu med državami Efte o ustanovitvi nadzornega organa in sodišča o vprašanjih državne pomoči 27

SL

V *Objave*

UPRAVNI POSTOPKI

Evropski urad za izbor osebja (EPSO)

2019/C 177/05 Razpis javnega natečaja 55

POSTOPKI V ZVEZI Z IZVAJANJEM POLITIKE KONKURENCE

Evropska komisija

2019/C 177/06 Predhodna priglasitev koncentracije (Zadeva M.9323 – RheinEnergie/SPIE/TankE) – Zadeva, primerna za obravnavo po poenostavljenem postopku ([1]) 56

2019/C 177/07 Predhodna priglasitev koncentracije (Zadeva M.9328 – Platinum Equity Group/Multi-Color Corporation) – Zadeva, primerna za obravnavo po poenostavljenem postopku ([1]) 58

([1]) Besedilo velja za EGP.

IV

(Informacije)

INFORMACIJE INSTITUCIJ, ORGANOV, URADOV IN AGENCIJ EVROPSKE UNIJE

EVROPSKA KOMISIJA

Menjalni tečaji eura [1]

22. maja 2019

(2019/C 177/01)

1 euro =

	Valuta	Menjalni tečaj		Valuta	Menjalni tečaj
USD	ameriški dolar	1,1171	CAD	kanadski dolar	1,4952
JPY	japonski jen	123,27	HKD	hongkonški dolar	8,7692
DKK	danska krona	7,4680	NZD	novozelandski dolar	1,7173
GBP	funt šterling	0,88280	SGD	singapurski dolar	1,5399
SEK	švedska krona	10,7600	KRW	južnokorejski won	1 329,30
CHF	švicarski frank	1,1252	ZAR	južnoafriški rand	16,0504
ISK	islandska krona	138,50	CNY	kitajski juan	7,7108
NOK	norveška krona	9,7598	HRK	hrvaška kuna	7,4260
BGN	lev	1,9558	IDR	indonezijska rupija	16 225,88
CZK	češka krona	25,793	MYR	malezijski ringit	4,6756
HUF	madžarski forint	326,54	PHP	filipinski peso	58,610
PLN	poljski zlot	4,3038	RUB	ruski rubelj	71,7625
RON	romunski leu	4,7625	THB	tajski bat	35,686
TRY	turška lira	6,8110	BRL	brazilski real	4,5163
AUD	avstralski dolar	1,6221	MXN	mehiški peso	21,2345
			INR	indijska rupija	77,8600

[1] *Vir*: referenčni menjalni tečaj, ki ga objavlja ECB.

IZVEDBENI SKLEP KOMISIJE

z dne 14. maja 2019

o objavi zahtevka za odobritev spremembe specifikacije proizvoda, ki ni manjša, iz člena 53 Uredbe (EU) št. 1151/2012 Evropskega parlamenta in Sveta *v Uradnem listu Evropske unije* za ime „Banon“ (ZOP)

(2019/C 177/02)

EVROPSKA KOMISIJA JE –

ob upoštevanju Pogodbe o delovanju Evropske unije,

ob upoštevanju Uredbe (EU) št. 1151/2012 Evropskega parlamenta in Sveta z dne 21. novembra 2012 o shemah kakovosti kmetijskih proizvodov in živil ([1]) ter zlasti člena 50(2)(a) v povezavi s členom 53(2) Uredbe,

ob upoštevanju naslednjega:

(1) Francija je skladu s členom 49(4) Uredbe (EU) št. 1151/2012 vložila zahtevek za odobritev spremembe specifikacije proizvoda „Banon“ (ZOP), ki ni manjša.

(2) Komisija je v skladu s členom 50 Uredbe (EU) št. 1151/2012 zahtevek preučila in ugotovila, da izpolnjuje pogoje iz navedene uredbe.

(3) Da se omogoči vložitev ugovorov v skladu s členom 51 Uredbe (EU) št. 1151/2012, bi bilo zahtevek za odobritev spremembe specifikacije proizvoda, ki ni manjša, iz prvega pododstavka člena 10(1) Izvedbene uredbe Komisije (EU) št. 668/2014 ([2]), vključno s spremenjenim enotnim dokumentom in sklicem na objavo zadevne specifikacije proizvoda, za registrirano ime „Banon“ (ZOP) treba objaviti v *Uradnem listu Evropske unije* –

SKLENILA:

Edini člen

Zahtevek za odobritev spremembe specifikacije proizvoda, ki ni manjša, iz prvega pododstavka člena 10(1) Izvedbene uredbe Komisije (EU) št. 668/2014, vključno s spremenjenim enotnim dokumentom in sklicem na objavo zadevne specifikacije proizvoda, za registrirano ime „Banon“ (ZOP) je v Prilogi k temu sklepu.

V skladu s členom 51 Uredbe (EU) št. 1151/2012 je objava tega sklepa podlaga za uveljavljanje pravice do ugovora zoper spremembo iz prvega odstavka tega člena v treh mesecih od datuma njegove objave v *Uradnem listu Evropske unije*.

V Bruslju, 14. maja 2019

Za Komisijo

Phil HOGAN

Član Komisije

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

([2]) Izvedbena uredba Komisije (EU) št. 668/2014 z dne 13. junija 2014 o pravilih za uporabo Uredbe (EU) št. 1151/2012 Evropskega parlamenta in Sveta o shemah kakovosti kmetijskih proizvodov in živil (UL L 179, 19.6.2014, str. 36).

PRILOGA

ZAHTEVEK ZA ODOBRITEV SPREMEMBE SPECIFIKACIJE PROIZVODA ZA ZAŠČITENE OZNAČBE POREKLA/ZAŠČITENE GEOGRAFSKE OZNAČBE, KI NI MANJŠA

Zahtevek za odobritev spremembe v skladu s prvim pododstavkom člena 53(2) Uredbe (EU) št. 1151/2012

„BANON“

EU št.: PDO-FR-0290-AM02 – 10.1.2018

ZOP (X) ZGO ( )

1. **Skupina vložnikov in pravni interes**

Ime: Syndicat Interprofessionnel de Défense et de Promotion du Banon

Naslov:

570, Avenue de la libération
04100 Manosque
FRANCIJA

Tel. +33 (0)4 92874755
Faks: +33 (0)4 92727313

E-naslov: v.enjalbert@mre-paca.fr

Skupina vložnikov je sestavljena iz proizvajalcev mleka, predelovalcev in zorilnic, zato ima pravni interes za vložitev zahtevka za spremembe specifikacije proizvoda.

2. **Država članica ali tretja država**

Francija

3. **Postavka v specifikaciji proizvoda, na katero se sprememba nanaša**

— ☒ Ime proizvoda

— ☒ Opis proizvoda

— ☒ Geografsko območje

— ☒ Dokazilo o poreklu

— ☒ Metoda proizvodnje

— ☒ Povezava

— ☒ Označevanje

— ☒ Drugo: posodobitev kontaktnih podatkov nadzornega organa in skupine vložnikov, nacionalne zahteve

4. **Vrsta sprememb**

— ☒ Sprememba specifikacije proizvoda za registrirano ZOP ali ZGO, ki se ne šteje za manjšo v skladu s tretjim pododstavkom člena 53(2) Uredbe (EU) št. 1151/2012.

— ☐ Sprememba specifikacije proizvoda za registrirano ZOP ali ZGO, za katero enotni dokument (ali enakovredni dokument) ni bil objavljen, pri čemer se sprememba ne šteje za manjšo v skladu s tretjim pododstavkom člena 53(2) Uredbe (EU) št. 1151/2012.

5. **Spremembe**

5.1 *Ime proizvoda*

V postavki „Ime proizvoda“ je naslednja določba:

„Zaščitena označba porekla, opredeljena s to specifikacijo proizvoda, je: ‚Banon‘.“

nadomeščena z:

„Banon“.

Naslednji odstavek je črtan:

„Ime sira ‚Banon' izvira iz imena občine Banon, ki leži v departmaju Alpes-de-Haute-Provence in kjer se že od srednjega veka prirejajo sejmi in poteka trgovina."

V tej postavki specifikacije proizvoda se ime ZOP šteje za zadostno.

5.2 *Opis proizvoda*

Določba „Njegova skorja pod listi je kremasto rumene barve" je nadomeščena z „Njegova skorja pod listi je kremasto rumene ali zlato rjave barve".

Kar zadeva barvo skorje pod listi, je navedba „kremasto rumena" dopolnjena z „zlato rjavo" zaradi boljšega opisa značilnosti proizvoda.

Dodan je naslednji odstavek:

„Za sir so značilne živalske note, predvsem kozje, ki jih pogosto spremljajo arome po amonijaku in podrasti z rahlo grenkim pookusom. Njegova tekstura je mazava in topljiva v ustih."

Ta podrobnosti izhajajo iz delovnega gradiva komisije za organoleptične preglede proizvoda.

Te spremembe so vnesene tudi v enotni dokument.

5.3 *Geografsko območje*

V postavki „Opredelitev geografskega območja" je zaradi sprememb imen nekaterih občin geografskega območja posodobljen seznam občin geografskega območja. Obseg ostaja nespremenjen.

5.4 *Dokazilo o poreklu*

Obveznost vodenja evidence kupljenih količin mleka je črtana za proizvajalce, „ki sir proizvajajo na kmetiji", saj na podlagi nacionalne zakonodaje ne smejo kupovati mleka. Nasprotno pa je ohranjena za proizvajalce, „ki sira ne proizvajajo na kmetiji".

5.5 *Metoda proizvodnje*

— Pasma koz

Naslednji odstavek je črtan:

„Koze molznice pasem commune provençale in roves, alpske pasme ter križanci teh pasem morajo do 31. decembra 2013 sestavljati najmanj 60 % vsake črede."

Naslednji odstavek:

„Od 1. januarja 2014 mleko, ki se uporablja za proizvodnjo sira ‚Banon', dajejo samo koze pasem commune provençale in roves, alpske pasme ter križanci teh pasem."

je nadomeščen z naslednjim:

„Mleko, ki se uporablja za proizvodnjo sira ‚Banon', dajejo samo koze pasem commune provençale in roves, alpske pasme ter križanci teh pasem."

Roka v specifikaciji proizvoda sta črtana, ker sta pretekla.

Ti določbi sta črtani tudi v povzetku.

— Najkrajše pašno obdobje in najkrajše obdobje, v katerem mora večino prehrane koz sestavljati paša

Naslednji odstavek:

„Koze se morajo na pašnikih in travinju na opredeljenem območju redno pasti najmanj 210 dni na leto."

je nadomeščen z naslednjim:

„Koze se morajo na pašnikih in travinju na geografskem območju redno pasti najmanj 210 dni na leto.“

Izraz „geografsko območje“ je natančnejši od izraza „opredeljeno območje“ in omogoča lažji nadzor.

Ta sprememba je vnesena tudi v enotni dokument.

Določba:

„Večino prehrane koz mora najmanj štiri mesece v letu sestavljati paša.“

in določba:

„Koze se morajo na pašnikih in travinju na geografskem območju redno pasti najmanj 210 dni na leto.“

sta torej enkrat črtani.

Najkrajše pašno obdobje in najkrajše obdobje, v katerem mora večino prehrane koz sestavljati paša, ki sta v specifikaciji proizvoda navedeni dvakrat, sta črtani, da ni nepotrebnega ponavljanja.

Te spremembe so vnesene tudi v enotni dokument.

— Omejitev krmil v koritu

Stavek:

„Za krmila v koritu veljajo letne in dnevne omejitve.“

je črtan, ker ne prispeva dodatnih informacij v zvezi z najvišjimi vrednostmi omejitve, ki je že navedena v specifikaciji proizvoda.

Ta sprememba je vnesena tudi v enotni dokument.

— Dopolnilna krma

Dodan je izraz „ali stranski proizvodi iz žit“, da se ne izključijo krmne mešanice, na etiketi katerih je navedeno, da vsebujejo žita in stranske proizvode iz žit.

Ta sprememba je vnesena tudi v enotni dokument.

— Omejitev nakupov krme zunaj geografskega območja

Stavek „Omejeni so tudi nakupi krme zunaj opredeljenega območja“ je črtan, ker omejitev z njim ni dejansko opredeljena, saj ne vsebuje ciljne vrednosti. Omejitev nakupov krme zunaj geografskega območja je namreč opredeljena z naslednjo določbo specifikacije proizvoda:

„Količina krme in dehidrirane lucerne, ki se pridelata zunaj geografskega območja, je omejena na 250 kg surovin na odraslo kozo na leto.“

Ta določba je črtana tudi v enotnem dokumentu.

— Pogoji dnevnega razdeljevanja dehidrirane lucerne

Naslednja določba:

„Količina dehidrirane lucerne na odraslo kozo je omejena na 400 g surovin na dan v najmanj dveh obrokih in 60 kg surovin na leto.“

je nadomeščena z naslednjo:

„Količina dehidrirane lucerne na odraslo kozo je omejena na 400 g surovin na dan in 60 kg surovin na leto.“

Obveznost razdeljevanja dehidrirane lucerne v dveh obrokih je črtana, ker zaradi majhnih količin, ki se razdelijo, taka previdnost ni potrebna (uvedena je bila, ker lahko prevelika količina zaužitega dušika povzroči resno presnovno bolezen, alkalozo).

Ta sprememba je vnesena tudi v enotni dokument.

— Prepovedana krmila

Odstavek:

„Silaža in balirana krma, križnice ter druge rastlinske vrste in zrna, zaradi katerih ima lahko mleko slab okus, so prepovedani.“

je nadomeščen z naslednjim:

„Silaža in balirana krma ter krmne križnice so prepovedane.“

Ciljna vrednost „ter druge rastlinske vrste in zrna, zaradi katerih ima lahko mleko slab okus,“ ni dovolj natančna za enostavno preverjanje, zato je črtana.

Ta sprememba je vnesena tudi v enotni dokument.

— Uvedba prepovedi GSO

Dodan je naslednji odstavek:

„V prehrani živali so dovoljeni samo rastlinske vrste, stranski proizvodi in dopolnilne krmne mešanice iz gensko nespremenjenih proizvodov. Sajenje gensko spremenjenih kultur je prepovedano na vseh površinah kmetijskega gospodarstva, na katerem se prireja mleko za predelavo v sir z ZOP ‚Banon‘. Ta prepoved velja za vse rastlinske vrste, ki bi se lahko uporabile za krmo molznic na kmetijskem gospodarstvu, in vse kulture take vrste, ki bi jih lahko okužile.“

Ta določba omogoča, da se ohranijo po eni strani tradicionalnost krme in po drugi strani tradicionalne metode krmljenja živali.

Ta določba je dodana tudi v enotni dokument.

— Izvor krme

V enotni dokument je dodan naslednji odstavek: „Kar zadeva izvor krme, je zaradi naravnih dejavnikov geografskega območja proizvodnja koncentratov otežena, pridelava krme pa omejena. Ker izvor koncentratov ni podrobno določen, lahko izvirajo z območja zunaj geografskega območja. Osnovni obrok izvira predvsem z geografskega območja, vendar pa se lahko kozam razdeli seno, ki ne izvira z območja. Ker je količina koncentratov in sena, ki lahko izvirajo z območja zunaj geografskega območja, omejena, pomeni, da večina krme izvira z geografskega območja. Količina krme, ki lahko izvira z območja zunaj geografskega območja, na kozo na leto je namreč:

— 250 kg krmnih surovin in dehidrirane lucerne, kar je približno 213 kg suhe snovi (količina 190 kg krme s povprečno 84-odstotno vsebnostjo suhe snovi ustreza 160 kg suhe snovi, količina 60 kg dehidrirane lucerne s povprečno 89-odstotno vsebnostjo suhe snovi pa ustreza 53 kg suhe snovi);

— 250 kg suhe snovi koncentratov (kar ustreza 270 kg surovin) z območja zunaj geografskega območja na kozo na leto.

Če povprečna letna sposobnost zaužitja krme znaša 1 100 kg na kozo, je delež krme, ki izvira z geografskega območja, torej najmanj 58-odstoten (v suhi snovi).“

Iz tega besedila, dodanega v enotnem dokumentu, je razvidno, da večina krme za koze izvira z geografskega območja. Ta krma ne more v celoti izvirati z geografskega območja zaradi naravnih dejavnikov, opisanih v točki „Povezava z geografskim območjem“.

— Temperatura in čas dodajanja sirišča

Odstavek:

„Prepovedana je vsakršna fizična ali kemična obdelava mleka, razen filtriranja, namenjenega odstranitvi makroskopskih nečistoč, ohlajanja na pozitivno temperaturo zaradi konzerviranja in ponovnega segrevanja mleka do največ 35 °C pred dodajanjem sirišča.“

je nadomeščen z naslednjim:

„Prepovedana je vsakršna fizikalna ali kemična obdelava, razen filtriranja, namenjenega odstranitvi makroskopskih nečistoč, ohlajanja na pozitivno temperaturo zaradi konzerviranja in ponovnega segrevanja mleka pred dodajanjem sirišča.“

Ker je temperaturni razpon za dodajanje sirišča natančno opredeljen v specifikaciji proizvoda, registrirani v skladu z Uredbo (EU) št. 1211/2013 z dne 28. novembra 2013 (med 29 °C in 35 °C), in ker se uporabi surovo kozje mleko, je vmesna temperatura ponovnega segrevanja črtana, ker je nepotrebna, saj gre za ponovno segrevanje mleka za fazo dodajanja sirišča (za katero je temperatura že opredeljena).

Določba:

„Pri proizvodnji v mlekarnah se sirišče doda najpozneje v 4 urah po zadnji zbrani molži.“

je nadomeščena z naslednjo:

„Pri proizvodnji v mlekarnah se sirišče doda najpozneje v 18 urah po prispetju mleka v sirarno in pred poldnevom naslednjega dne po zadnji zbrani molži.“

Čas dodajanja sirišča pri proizvodnji v mlekarnah je spremenjen, da lahko podjetja prilagodijo svojo organizacijo glede na trajanje zbiranja mleka in najmanjšo količino mleka, ki se uporabi pri vsakem dodajanju sirišča. S sedanjim sistemom zbiranja se namreč mleko zbira ponoči. Zadnja molža se zbere ob približno 2.30 in v celoti usirja v veliki kadi (1 000 litrov) od 6.30 ure. Vendar pa je zaradi zmanjšanja števila zadevnih rejcev in majhnih količin zaželeno, da se omeji delo ponoči in dovoli dodajanje sirišča v mleko od 8. ure in v majhnih količinah (80-litrske kadi), s čimer se postopek podaljša do poldneva.

— Faza prenosa v oblikovala

Odstavek:

„Prenos v oblikovala se izvede takoj po odtekanju sirotke. Sirno zrno se ročno polni v odcejalnike. Dovoljena je uporaba razdelilnika in večdelnih oblikoval. Kakršen koli mehanski prenos v oblikovala je prepovedan.“

je nadomeščen z naslednjim:

„Prenos v oblikovala se izvede takoj po odtekanju sirotke. Sirno zrno se ročno polni v odcejalnike. Dovoljeni sta uporaba razdelilnika in večdelnih oblikoval ter mehanska pomoč pri prenosu v oblikovala (dvigalka za kad, tekoči trak). Kakršen koli popolnoma mehanski prenos v oblikovala je prepovedan, tako da mora pri razdelitvi sirnega zrna v večdelna oblikovala obvezno sodelovati človek.“

Da bi se lahko proizvajalci prilagodili novim tehnikam, je določeno, da je v fazi prenosa v oblikovala dovoljena mehanska pomoč (dvigalka za kad, tekoči trak), vendar pa mora pri razdelitvi sirnega zrna v oblikovala obvezno sodelovati človek: kakršen koli popolnoma mehanski prenos v oblikovala je prepovedan.

— Faza odcejanja in odstranitve iz oblikovala

Odstavek:

„Odcejanje poteka pri najmanj 20 °C. Odstranitev iz oblikovala se izvede od 24 do 48 ur po prenosu v oblikovala.“

je nadomeščen z naslednjim:

„Odcejanje poteka pri najmanj 20 °C in mora trajati od 18 do največ 48 ur po prenosu v oblikovala. Šele po tej fazi se sir odstrani iz oblikovala. Sir se nato suši pri najmanj 13 °C najmanj 24 ur.“

V skladu z znanjem in izkušnjami sta bila dodana trajanje vsake faze (od 18 do 48 ur za odcejanje, najmanj 24 ur za sušenje) in temperatura sušenja (najmanj 13 °C), da bi se opredelile prakse proizvajalcev.

— Trajanje soljenja v slanici

Čas soljenja v slanici je črtan, da bi ga lahko proizvajalci prilagodili glede na koncentracijo uporabljene slanice in tako dosegli enak rezultat.

— Faza zorenja

Odstavek:

„Zorenje, ki traja najmanj 15 dni po dodajanju sirišča, poteka na geografskem območju v dveh fazah:

— pred povijanjem sira goli hlebec zori od pet do deset dni po dodajanju sirišča pri temperaturi najmanj 8 °C. Po tej fazi mora imeti enotno površino z dobro vzpostavljeno površinsko floro, nežno skorjo kremasto bele barve in prožno testo v sredini;

— po povijanju sir zori najmanj deset dni pod listi pri temperaturi med 8 in 14 °C. Stopnja vlage mora biti večja od 80 %.“

je nadomeščen z naslednjim:

„Zorenje, ki traja najmanj 15 dni po dodajanju sirišča, poteka v dveh fazah:

— pred povijanjem sira goli hlebec zori od pet do deset dni po dodajanju sirišča pri temperaturi najmanj 8 °C. Po tej fazi mora imeti enotno površino z dobro vzpostavljeno površinsko floro;

— po povijanju sir zori najmanj deset dni pod listi pri temperaturi med 8 in 14 °C. Po tej fazi ima sir nežno skorjo kremasto rumene ali zlato rjave barve. Stopnja vlage mora biti večja od 80 %.“

Sklicevanje na geografsko območje je črtano, ker v tem delu specifikacije proizvoda ni potrebno. Opis skorje je bil prestavljen za opis parametrov faze zorenja in usklajen s postavko v zvezi z opisom proizvoda. Opis testa je črtan, ker se to merilo, za katero je potreben razrez sira, na tej stopnji ne preverja.

Odstavek:

„Pred povijanjem v liste se lahko sir namoči v žganju iz vina ali grozdnih tropin.“

je nadomeščen z naslednjim:

„Pred povijanjem v liste se lahko sir namoči v žganju iz vina ali grozdnih tropin ali poprši z žganjem iz vina ali grozdnih tropin.“

Poleg prakse namakanja v žganju iz vina ali grozdnih tropin je bila dodana popršitev z žganjem iz vina ali grozdnih tropin, saj se s tema metodama dosežejo podobni rezultati.

5.6 *Povezava*

Postavka „Podrobnosti, ki potrjujejo povezavo z geografskim okoljem“ je bila v celoti napisana na novo, da bi se jasneje predstavila povezava med sirom „Banon“ in njegovim geografskim območjem, ne da bi bil opis povezave vsebinsko spremenjen ali da bi se podrobnosti črtale. V tem opisu je med drugim zlasti poudarjena povezava med geografskim okoljem sredozemskega tipa, ki je ugodno za kozjerejo in pašništvo, ter posebnim znanjem in spretnostmi pri izdelavi in zorenju, ki so potrebni za pridobitev sira „Banon“.

V prvem delu so opisane „posebnosti geografskega območja“ ter povzeti naravni dejavniki geografskega območja in tudi človeški dejavniki, pri katerih so poudarjeni posebno znanje in spretnosti pri kozjereji in proizvodnji sira.

V drugem delu so opisane „posebnosti proizvoda“, pri čemer so izpostavljeni nekateri elementi, vključeni v opis proizvoda.

V zadnjem delu je pojasnjena tudi „vzročna povezava“, tj. vzajemni vplivi med naravnimi in človeškimi dejavniki ter proizvodom.

Celotna povezava iz specifikacije proizvoda z ZOP je povzeta v točki 5 enotnega dokumenta.

5.7 *Označevanje*

V postavki „Podrobne navedbe označevanja“ je izraz „označba“ v zvezi s sirom črtan, ker se ta postavka in splošneje ta specifikacija proizvoda nanašata le na sire z označbo porekla, zato je ta izraz nepotreben.

Ta sprememba je vnesena tudi v enotni dokument.

5.8 *Druge spremembe*

V postavki „Skupina vložnikov“ so posodobljeni kontaktni podatki skupine.

V postavki „Podatki o nadzornem organu“ so posodobljeni ime in kontaktni podatki uradnih nadzornih organov. Ta postavka vključuje kontaktne podatke francoskih pristojnih nadzornih organov: Institut national de l'origine et de la qualité (INAO) (nacionalni inštitut za poreklo in kakovost) in Direction générale de la concurrence, de la consommation et de la répression des fraudes (DGCCRF) (generalni direktorat za konkurenco, varstvo potrošnikov in preprečevanje goljufij). Dodano je, da so ime in kontaktni podatki certifikacijskega organa dostopni na spletišču inštituta INAO in v podatkovni zbirki Evropske komisije.

Preglednica glavnih točk, ki jih je treba preveriti, je posodobljena, da bi se upoštevale uvedene spremembe (črtanje najvišje temperature ponovnega segrevanja), in v skladu z veljavno specifikacijo proizvoda je dodana še ena glavna točka, ki jo je treba preveriti in se nanaša na vrsto mleka (surovo polnomastno mleko, nestandardizirano glede beljakovin in maščob).

ENOTNI DOKUMENT

„Banon“

EU št.: PDO-FR-0290-AM02 – 10.1.2018

ZOP (X) ZGO ( )

1. **Ime**

„Banon“

2. **Država članica ali tretja država**

Francija

3. **Opis kmetijskega proizvoda ali živila**

3.1 *Vrsta proizvoda*

Skupina 1.3 Siri

3.2 *Opis proizvoda, za katerega se uporablja ime iz točke 1*

„Banon“ je mehki sir, proizveden iz surovega polnomastnega kozjega mleka. Pridobiva se s hitrim usirjenjem (siriščni koagulum). Zrel sir se povije (to pomeni, da se popolnoma prekrije z listi) v rjave naravne kostanjeve liste, ki so od 6- do 12-krat prevezani z naravno rafijo.

Sir „Banon“ po vsaj 15 dneh zorenja, od tega 10 dni pod listi, dobi homogeno, kremasto, mastno in prožno testo. Njegova skorja pod listi je kremasto rumene ali zlato rjave barve. Za sir so značilne živalske note, predvsem kozje, ki jih pogosto spremljajo arome po amonijaku in podrasti z rahlo grenkim pookusom. Njegova tekstura je mazava in topljiva v ustih. Premer sira z listi je med 75 in 85 mm, njegova višina je od 20 do 30 mm. Po zorenju je neto masa sira „Banon“ brez listov med 90 in 110 g.

Po popolnem sušenju 100 g sira vsebuje najmanj 40 g suhe snovi in 40 g maščobe.

3.3 *Krma (samo za proizvode živalskega izvora) in surovine (samo za predelane proizvode)*

Osnovni obrok koz izvira predvsem z geografskega območja. Krmo sestavljajo izključno paša na pašnikih in/ali travinju, suha krma iz stročnic in/ali trav in/ali samoraslih rastlinskih vrst, ki se skladiščijo v ustreznih razmerah.

Takoj ko vremenske razmere in stanje vegetacije to omogočajo, se koze pasejo na travinju in/ali pašnikih. Na pašnikih in travinju na opredeljenem območju se morajo redno pasti najmanj 210 dni na leto.

Pasejo se na:

— pašnikih s samoraslimi enoletnimi ali trajnimi drevesnimi, grmičastimi ali zelnatimi vrstami;

— trajnem travinju z avtohtonim rastlinjem;

— začasnem travinju s travami, stročnicami ali mešanim rastjem.

Večino prehrane koz mora najmanj štiri mesece v letu sestavljati paša.

V obdobju, ko mora večino krme sestavljati paša, dnevna količina sena ne presega 1,25 kg surovin na odraslo kozo.

Letna količina sena je omejena na 600 kg surovin na odraslo kozo.

Hranjenje z zeleno krmo v koritu je dovoljeno le 30 nezaporednih dni na leto.

Količina dodatkov na odraslo kozo je omejena na 800 g surovin na dan in 270 kg surovin na leto.

Dopolnilna letna krma mora biti sestavljena iz vsaj 60 % žit ali stranskih proizvodov iz žit. Količina dehidrirane lucerne na odraslo kozo je omejena na 400 g surovin na dan in 60 kg surovin na leto.

Količina krme in dehidrirane lucerne, ki se pridelata zunaj geografskega območja, je omejena na 250 kg surovin na odraslo kozo na leto.

Silaža in balirana krma ter krmne križnice so prepovedane.

V prehrani živali so dovoljeni samo rastlinske vrste, stranski proizvodi in dopolnilne krmne mešanice iz gensko nespremenjenih proizvodov. Sajenje gensko spremenjenih kultur je prepovedano na vseh površinah kmetijskega gospodarstva, na katerem se prireja mleko za predelavo v sir z ZOP „Banon“. Ta prepoved velja za vse rastlinske vrste, ki bi se lahko uporabile za krmo molznic na kmetijskem gospodarstvu, in vse kulture take vrste, ki bi jih lahko okužile.

Krmna površina na kmetijskem gospodarstvu, dejansko namenjena kozji čredi, mora obsegati najmanj 1 ha naravnega in/ali umetnega travinja za 8 koz in 1 ha pašnikov za 2 kozi.

Kar zadeva izvor krme, je zaradi naravnih dejavnikov geografskega območja proizvodnja koncentratov otežena, pridelava krme pa omejena. Ker izvor koncentratov ni podrobno določen, lahko izvirajo z območja zunaj geografskega območja. Osnovni obrok izvira predvsem z geografskega območja, vendar pa se lahko kozam razdeli seno, ki ne izvira z območja.

Omejitev količine koncentratov in količine sena, ki lahko izvirata z območja zunaj geografskega območja, pomeni, da večina krme izvira z geografskega območja.

Količina krme, ki lahko izvira z območja zunaj geografskega območja, na kozo na leto je namreč:

— 250 kg krmnih surovin in dehidrirane lucerne, kar je približno 213 kg suhe snovi (količina 190 kg krme s povprečno 84-odstotno vsebnostjo suhe snovi ustreza 160 kg suhe snovi, količina 60 kg dehidrirane lucerne s povprečno 89-odstotno vsebnostjo suhe snovi pa ustreza 53 kg suhe snovi);

— 250 kg suhe snovi koncentratov (kar ustreza 270 kg surovin) z območja zunaj geografskega območja na kozo na leto.

Če povprečna letna sposobnost zaužitja krme znaša 1 100 kg na kozo, je delež krme, ki izvira z geografskega območja, torej najmanj 58-odstoten (v suhi snovi).

3.4 *Posebne faze proizvodnje, ki jih je treba izvajati na opredeljenem geografskem območju*

Prireja mleka ter proizvodnja in zorenje sira se izvajajo na geografskem območju, opredeljenem v točki 4.

3.5 *Posebna pravila za rezanje, ribanje, pakiranje itn. proizvoda, za katerega se uporablja registrirano ime*

—

3.6 *Posebna pravila za označevanje proizvoda, za katerega se uporablja registrirano ime*

Na vsakem siru mora biti ob prodaji posamična etiketa z imenom označbe porekla, napisanim s črkami, ki so najmanj enake velikosti vseh drugih črk na etiketi.

Simbol ZOP Evropske unije je na etiketah sira z zaščiteno označbo porekla „Banon“ obvezen.

Ime „Banon“ mora biti obvezno navedeno na računih in trgovinskih dokumentih.

4. **Jedrnata opredelitev geografskega območja**

Geografsko območje zajema naslednje občine:

Departma Alpes-de-Haute-Provence (04)

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

Občine, ki delno spadajo na opredeljeno območje: Château-Arnoux-Saint-Auban, Ganagobie, Gréoux-les-Bains, La Brillanne, Les Mées, Lurs, Manosque, Montfort, Oraison, Peyruis, Valensole, Villeneuve, Volx.

Meje geografskega območja za te občine so prikazane na načrtih, vloženih v mestnih hišah zadevnih občin.

Departma Hautes-Alpes (05)

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

Departma Drôme (26)

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

Départma Vaucluse (84)

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

5. **Povezava z geografskim območjem**

Zibelka sira „Banon" je območje Haute Provence okoli občine Banon. Gre za suho sredogorsko pokrajino z griči in planotami, na katerih vlada sredozemsko podnebje.

Za to območje je značilno pomanjkanje vode, saj je podzemna voda na veliki globini, površinska voda pa je odvisna od izjemnih in zelo nerednih, predvsem jesenskih in pomladnih padavin, medtem ko jih je poleti zelo malo.

Tla na območju proizvodnje sira „Banon" so nerodovitna, predvsem apnenčasta in prepustna, zaradi česar padavine hitro pronicajo skoznje.

Območje, na katerem se izmenjavajo redki gozdovi, v katerih rastejo alepski bor, hrast, košeničica, pušpan in dišeče rastline, vresišča z goščavjem in redkim grmičevjem ter kulture, prilagojene neusmiljenemu sredogorskemu provansalskemu podnebju, je suho, sončno in s pogosto precej nizkimi zimskimi temperaturami ter je primerno za pašo kozjih čred.

Zaradi naravnih razmer v tej regiji je jasno, zakaj je splošna oblikovanost tega območja ugodna za pašništvo in slabo rodovitne kulture.

Pašniške in krmne površine rejcu zagotavljajo osnovno krmo za koze. Rejci so vzpostavili poseben sistem proizvodnje, ki združuje različne naravne vire. Paša združuje tri vrste virov: naravno travinje, gozd in stročnice, bogate z dušikom. Večina rejcev koze pase, kar jim omogoča, da prehrano glede na količino popasene krme na pašnikih in minevanje sezone dopolnijo s pašo na travinju s turško deteljo ali lucerno.

Provansa je območje, na katerem se uporablja tehnika dodajanja sirišča, medtem ko v severni Franciji prevladuje dodajanje mlečnih kultur (počasna koagulacija, ki traja približno 24 ur). Že v 15. stoletju so kralju Renéju ponudili „te male mehke sire ‚présurs'". Povezava s siriščem („présure") je očitna.

Odcejalniki, ki se uporabljajo v Provansi, imajo tradicionalno velike luknje, kar kaže, da se uporablja siriščni koagulum (iz takih odcejalnikov je „iztekala" mlečna sirnina).

Poleg tega ima povijanje sira z listi, kar je značilnost sira „Banon", dva cilja: po eni strani je to tehnika shranjevanja, po drugi pa tehnika proizvodnje. To je način predelave mladega sira, ki priča o skrbi za njegovo shranjevanje in izboljšanje.

Predelava proizvoda zajema predvsem njegovo povezanost s kostanjevimi listi, to je „povijanje" vanje. S tem hlebec postane sir „Banon". Listi, ki so dodatek, se uporabljajo kot zaščita pred zrakom in tako omogočajo razvoj aromatičnih značilnosti sira.

Čeprav se zdi, da se za sir lahko uporabljajo številne rastlinske vrste (trta, kostanj, platana, oreh idr.), so se zaradi trdne strukture in tanina uveljavili kostanjevi listi.

Začetki proizvodnje sira „Banon" segajo na konec 19. stoletja. Kmetje so na teh tleh z malo možnostmi za kmetijstvo poskušali čim bolje izkoristiti skromne naravne vire: z mešanim kmetijstvom za preživetje na nekaj zaplatah dobrih tal ter z nabiranjem lesa, gob, gozdnih sadežev, tartufov ali sivke in lovljenjem divjadi v bolj divjih gozdovih ali vresiščih. Vsaka družina je imela poleg prašiča in nekaj perutnine majhno čredo nekaj ovc in tudi koz, ki se dopolnjujejo na terenu, ker odlično izkoriščajo vresišča in okoliško podrastje, in z vidika gospodarske uporabnosti. Medtem ko so ovce uporabljali za meso, so bile koze kot „krave siromakov" koristne za prirejo mleka. Sveže mleko se je uporabljalo za prehrano družine, vendar so ga predelovali tudi v sir, kar je bil edini način za podaljšanje njegove prehranske vrednosti.

Čeprav je bil sir namenjen domači uporabi, je zaradi presežne proizvodnje dobil trgovsko vrednost. Presežek so namreč prodajali na lokalnih tržnicah.

Banon, glavni kraj kantona in geografsko središče pokrajin Lure in Albion ter križišče pomembnih oskrbovalnih poti, je bil najpomembnejše sejmarsko in tržno mesto za prodajo tega sira.

Povite hlebce kozjega sira je v povezavi z imenom „Banon“ prvič omenil Marius Morard v kuharski knjigi Cuisinière provençale leta 1886.

Po vojni se je v sirarske metode postopoma uvajal tehnični napredek. Kozje črede so se specializirale, proizvodnja zgolj za domačo rabo je bila opuščena: čeprav se je sir najprej proizvajal za prehrano družine, presežek pa prodajal, se zdaj proizvaja predvsem za prodajo (presežek pa ostane družini).

J. M. Mariottini v študiji „A la recherche d'un fromage: le Banon éléments d'histoire et d'ethnologie“ piše, da se je „Banon“ vedno proizvajal z dodajanjem sirišča in da ostaja eden redkih sirov, ki se še vedno proizvaja tako.

„Banon“ je mehki sir, proizveden iz surovega polnomastnega kozjega mleka. Pridobiva se s hitrim usirjenjem (siriščni koagulum ali mehki koagulum). Zrel sir se povije, to pomeni, da se popolnoma prekrije z naravnimi rjavimi kostanjevimi listi, ki so od 6- do 12-krat prevezani z naravno rafijo.

Za sir „Banon“ so značilni:

— skorja, ki je pod listi kremasto rumene ali zlato rjave barve;

— testo s teksturo, ki je mazava in topljiva v ustih;

— živalske note, predvsem kozje, ki jih pogosto spremljajo arome po amonijaku in podrasti z rahlo grenkim pookusom.

Za geografsko območje so značilni sredozemsko podnebje in nerodovitna tla, sestavljena predvsem iz apnencev, ki se najpogosteje kažejo na površini in ne zadržujejo vode. Zato so na tem območju neobdelane površine, na katerih rastejo košeničica, glog, črni trn, brškin, brin, sivka, šetraj, timijan … in kostanj. To je najboljše območje za kozjerejo in pašništvo.

Uporabo mehkega koaguluma zahtevajo podnebne spremembe (visoke temperature in suho podnebje). V tej regiji je namreč brez posebnih tehničnih sredstev nemogoče ohladiti mleko in ga nato ohranjati pri nizki temperaturi, da bi se omogočilo delovanje mlečnih fermentov, ne da bi se mleko skisalo. Torej je treba s siriščem spodbuditi usirjenje mleka, to je njegovo koagulacijo.

S povijanjem hlebcev je bilo mogoče poskrbeti za prehrano skozi vse leto in predvsem preživeti zimsko zatišje, ko koze niso dajale mleka.

Sir „Banon“ je rezultat kombinacije vseh teh dejavnikov: revnega okolja, primernega za ekstenzivno kozjerejo, vročega in suhega podnebja, ki je spodbujalo uporabo siriščnega koaguluma, ter tehnike predelave (povijanja), ki je omogočila shranjevanje sira.

Sklic na objavo specifikacije

(drugi pododstavek člena 6(1) te uredbe)

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

IZVEDBENI SKLEP KOMISIJE

z dne 14. maja 2019

o objavi zahtevka za odobritev spremembe specifikacije proizvoda, ki ni manjša, iz člena 53 Uredbe (EU) št. 1151/2012 Evropskega parlamenta in Sveta *v Uradnem listu Evropske unije* za ime „Beurre d'Isigny" (ZOP)

(2019/C 177/03)

EVROPSKA KOMISIJA JE –

ob upoštevanju Pogodbe o delovanju Evropske unije,

ob upoštevanju Uredbe (EU) št. 1151/2012 Evropskega parlamenta in Sveta z dne 21. novembra 2012 o shemah kakovosti kmetijskih proizvodov in živil ([1]) ter zlasti člena 50(2)(a) v povezavi s členom 53(2) Uredbe,

ob upoštevanju naslednjega:

(1) Francija je skladu s členom 49(4) Uredbe (EU) št. 1151/2012 vložila zahtevek za odobritev spremembe specifikacije proizvoda „Beurre d'Isigny" (ZOP), ki ni manjša.

(2) Komisija je v skladu s členom 50 Uredbe (EU) št. 1151/2012 zahtevek preučila in ugotovila, da izpolnjuje pogoje iz navedene uredbe.

(3) Da se omogoči vložitev ugovorov v skladu s členom 51 Uredbe (EU) št. 1151/2012, bi bilo zahtevek za odobritev spremembe specifikacije proizvoda, ki ni manjša, iz prvega pododstavka člena 10(1) Izvedbene uredbe Komisije (EU) št. 668/2014 ([2]), vključno s spremenjenim enotnim dokumentom in sklicem na objavo zadevne specifikacije proizvoda, za registrirano ime „Beurre d'Isigny" (ZOP) treba objaviti v *Uradnem listu Evropske unije* –

SKLENILA:

Edini člen

Zahtevek za odobritev spremembe specifikacije proizvoda, ki ni manjša, iz prvega pododstavka člena 10(1) Izvedbene uredbe Komisije (EU) št. 668/2014, vključno s spremenjenim enotnim dokumentom in sklicem na objavo zadevne specifikacije proizvoda, za registrirano ime „Beurre d'Isigny" (ZOP) je v Prilogi k temu sklepu.

V skladu s členom 51 Uredbe (EU) št. 1151/2012 je objava tega sklepa podlaga za uveljavljanje pravice do ugovora zoper spremembo iz prvega odstavka tega člena v treh mesecih od datuma njegove objave v *Uradnem listu Evropske unije*.

V Bruslju, 14. maja 2019

Za Komisijo

Phil HOGAN

Član Komisije

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

([2]) Izvedbena uredba Komisije (EU) št. 668/2014 z dne 13. junija 2014 o pravilih za uporabo Uredbe (EU) št. 1151/2012 Evropskega parlamenta in Sveta o shemah kakovosti kmetijskih proizvodov in živil (UL L 179, 19.6.2014, str. 36).

PRILOGA

ZAHTEVEK ZA ODOBRITEV SPREMEMBE SPECIFIKACIJE PROIZVODA ZA ZAŠČITENE OZNAČBE POREKLA/ZAŠČITENE GEOGRAFSKE OZNAČBE, KI NI MANJŠA

Zahtevek za odobritev spremembe v skladu s prvim pododstavkom člena 53(2) Uredbe (EU) št. 1151/2012

„Beurre d'Isigny"

EU št.: PDO-FR-0138-AM01 – 19.10.2017

ZOP (X) ZGO ( )

1. **Skupina vložnikov in pravni interes**

Syndicat Professionnel de Défense des Producteurs de Lait et Transformateurs de Beurre et Crème d'Isigny-sur-Mer – Baie des Veys
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Sestava: skupino sestavljajo proizvajalci mleka in proizvajalci masla. Tako ima pravni interes za vložitev zahtevka za spremembo.

2. **Država članica ali tretja država**

Francija

3. **Postavka v specifikaciji proizvoda, na katero se sprememba nanaša**

— ☐ Ime proizvoda

— ☒ Opis proizvoda

— ☒ Geografsko območje

— ☒ Dokazilo o poreklu

— ☒ Metoda proizvodnje

— ☒ Povezava

— ☒ Označevanje

— ☒ Drugo [kontaktni podatki pristojne službe države članice in skupine vložnikov, kontaktni podatki nadzornega organa, nacionalne zahteve]

4. **Vrsta sprememb**

— ☐ Sprememba specifikacije proizvoda za registrirano ZOP ali ZGO, ki se ne šteje za manjšo v skladu s tretjim pododstavkom člena 53(2) Uredbe (EU) št. 1151/2012.

— ☒ Sprememba specifikacije proizvoda za registrirano ZOP ali ZGO, za katero enotni dokument (ali enakovredni dokument) ni bil objavljen, pri čemer se sprememba ne šteje za manjšo v skladu s tretjim pododstavkom člena 53(2) Uredbe (EU) št. 1151/2012.

5. **Spremembe**

5.1 ***Postavka „Opis proizvoda"***

Specifikacija, registrirana leta 1996, je zadevala dva proizvoda – maslo „Beurre d'Isigny" in smetano „Crème d'Isigny"; poglavje o opisu značilnosti proizvoda je preoblikovano tako, da se nanaša samo na maslo „Beurre d'Isigny".

Prav tako je barva proizvoda opredeljena širše, da se upoštevajo sezonske spremembe v prehrani krav molznic, ki vplivajo na barvo masla. Namesto kot „zlatorumena“ je opredeljena kot: „slonokoščena do zlatorumena“. „Kremasta“ tekstura je dopolnjena z navedbo „zelo primerno za mazanje“. Za boljšo opredelitev proizvoda je črtan izraz „aromatičen“, ki ni dovolj opisen. So pa zato opisane arome: „arome sveže smetane in lešnikov“. Dodano je tudi, da se maslo „lahko teksturira, da postane primerno za pripravo listnatega testa, s čimer se upoštevajo vse možnosti uporabe proizvoda“. V tem poglavju je tudi določeno, da je maslo „lahko soljeno“, kar je v veljavni specifikaciji proizvoda navedeno samo v delu, ki se nanaša na „metodo proizvodnje“. Dodane so tudi vsebnosti maščobe različnih vrst masla: najmanj 82 % za navadno maslo in najmanj 80 % za soljeno maslo.

Tako je besedilo veljavne specifikacije proizvoda: „Oba mlečna proizvoda imata izvirne značilnosti: naravno zlatorumeno barvo, aromatičnost in kremasto teksturo.“

nadomeščeno z naslednjim:

„Maslo ‚Beurre d'Isigny‘ ima naravno slonokoščeno do zlatorumeno barvo. Zaradi kremaste teksture je zelo primerno za mazanje. Pogosto prevladujejo arome sveže smetane in lešnikov. Lahko je teksturirano, da postane primerno za pripravo listnatega testa, in soljeno.

Navadno maslo vsebuje več kot 82 % maščobe, soljeno maslo pa več kot 80 % maščobe.“

Ta odstavek je dodan tudi v točko 3.2 enotnega dokumenta, in sicer nadomešča stavek iz povzetka, v katerem je pri opisu proizvoda pojasnjeno, da ima „ima maslo zaradi izjemno visoke vsebnosti karotenoidov zlatorumeno barvo.“

Poleg tega je bilo sklicevanje na „izjemno visoko vsebnost karotenoidov“ povzeto v postavki specifikacije proizvoda in enotnega dokumenta, ki se nanaša na vzročno povezavo, saj postavka v zvezi z opisom proizvoda ne vsebuje ciljne vrednosti za vsebnost karotenoidov v maslu.

5.2 ***Postavka „Geografsko območje“***

V poglavju specifikacije proizvoda, ki se nanaša na „opredelitev geografskega območja“, so predstavljene vse faze proizvodnje, ki potekajo na opredeljenem geografskem območju. Posodobljena so bila tudi imena različnih občin na tem območju.

S temi spremembami so pojasnjene različne faze, poleg tega pa je posodobljen seznam občin, ne da bi se spremenile meje geografskega območja.

Pakiranje mora nujno potekati na geografskem območju. Ta postopek je torej treba izvesti kmalu po koncu proizvodnje, da bi se po eni strani preprečilo kakršno koli spremembo proizvoda zaradi oksidacije maščobe, do katere pogosto pride med predolgim prevozom, in da bi se po drugi strani preprečile goljufije (mešanje z drugim maslom). Poleg tega je podrobno določeno, da morebitno zamrzovanje/globoko zamrzovanje potekata na geografskem območju označbe. Tako sta zagotovljeni boljša sledljivost in neprekinjenost faz, ki morajo potekati na geografskem območju.

5.3 ***Postavka „Dokazilo o poreklu“***

Ob upoštevanju sprememb nacionalnih zakonov in predpisov je poglavje specifikacije proizvoda, ki se nanaša na poglavje „Dokazila o poreklu proizvoda z geografskega območja“, prečiščeno ter združuje deklarativne obveznosti in vodenje registrov v zvezi s sledljivostjo proizvoda in spremljanjem proizvodnih razmer.

Zato so bili dodani različni odstavki, ki se nanašajo na:

— identifikacijsko izjavo gospodarskih subjektov in njihove različne druge deklarativne obveznosti, zlasti glede začasne prekinitve proizvodnje („predhodna izjava o neobstoju namere o proizvodnji“ in „predhodna izjava o ponovnem začetku proizvodnje“),

— „vodenje registrov“, pri čemer so natančno določene obveznosti rejcev in povzete veljavne določbe na nacionalni ravni za proizvajalce masla,

— postopek nadzora, že določen z veljavnimi nacionalnimi določbami: „Celotni postopek je dopolnjen z analitičnim in organoleptičnim preskusom, ki se izvede nenapovedano in z naključnim vzorčenjem že pakiranih proizvodov, pripravljenih za prodajo.“

5.4 ***Postavka „Metoda proizvodnje“***

Za boljši opis pogojev prireje mleka in njegove predelave v maslo „Beurre d'Isigny“ so v specifikaciji proizvoda razdelane številne točke metode pridobivanja. Ti elementi prispevajo h krepitvi povezave z geografskim območjem.

Določbe o vzreji mlečne črede (pasma, krma) so bile uvedene za evidentiranje tradicionalnih praks.

Vzreja črede

Mlečna čreda je opredeljena tako:

„Izraz čreda v smislu te specifikacije pomeni celotno čredo molznega goveda na kmetijskem gospodarstvu, sestavljeno iz krav v laktaciji in krav v suhi dobi.“

S to določbo specifikacije se jasno določi, na katere živali se nanašata izraza „mlečna čreda“ in „krave molznice“, poleg tega pa omogoča opredelitev nadzora in preprečuje vsakršno zmedo.

Za potrditev povezave med proizvodom in geografskim poreklom je v povezavi s tradicijo pašniške vzreje na geografskem območju z naslednjimi določbami predpisano uživanje trave (paša, seno itd.):

— „Čreda se mora pasti najmanj sedem mesecev“.

— „Glavno krmno površino vsakega kmetijskega gospodarstva mora sestavljati vsaj 50 % travne površine. Vsaka krava v laktaciji mora imeti na voljo najmanj 35 arov (naravnega, začasnega ali letnega) travinja, od tega najmanj 20 arov pašne površine ali najmanj 10 arov pašne površine, dopolnjene s travno krmo.“

Pasma

Za zagotovitev, da se pri proizvodnji masla „Beurre d'Isigny“ uporablja predvsem mleko krav normandijske pasme, saj je to dejavnik povezave med geografskim območjem in proizvodom, je dodano:

„Pri vsakem zbiranju za proizvodnjo masla ‚Beurre d'Isigny‘ pri proizvajalcu mleko izvira iz črede krav molznic, ki jo skupaj sestavlja najmanj 30 % krav normandijske pasme.“

Za opredelitev pojma zbrano mleko in podrobno določitev nadzora nad upoštevanjem določbe je dodano še:

„Zbrano mleko je opredeljeno kot celotno mleko, ki ga proizvajalec zbere in predela v 48 urah.“

Te podrobnejše navedbe so vnesene tudi v točko 3.3 enotnega dokumenta.

Krma črede

Da bi se s prehrano krav molznic, ki večinoma izvira z geografskega območja, potrdila povezava med proizvodom in geografskim območjem, je dodano, da 80 % osnovnega obroka črede izvira z območja in da mora sveža ali konzervirana trava v povprečju sestavljati vsaj 40 % obroka v pašnem obdobju in najmanj 20 % dnevno v preostalem delu leta. Poleg tega je za boljšo opredelitev narave uporabljene krme določen pozitivni seznam dovoljene krme. V specifikacijo proizvoda so bile tako dodane naslednje določbe:

„80 % osnovnega obroka črede, izraženo kot suha snov, izvira z geografskega območja. Sestavlja ga naslednja sveža ali konzervirana krma: trava, koruza, žita ali nezrele beljakovinske rastline (cela rastlina), slama, lucerna ter krmna pesa, korenasta zelenjava in suha pulpa sladkorne pese.“

„Sveža ali konzervirana trava v povprečju sestavlja najmanj 40 % krmnega obroka, izraženo kot suha snov, v vsaj sedmih mesecih paše. Preostanek leta njen delež v dnevnem krmnem obroku ne sme biti manjši od 20 %, izraženo kot suha snov.“

Te določbe o krmi črede so podrobneje navedene tudi v točki 3.3 enotnega dokumenta.

Pri kravah molznicah je delež dopolnilne krmne mešanice na kravo iz črede in na koledarsko leto omejen na 1 800 kg, izraženo kot suha snov. S tem se prepreči, da bi te krmne mešanice sestavljale prevelik delež krme, in se tako daje prednost osnovnemu obroku, ki izvira z geografskega območja.

Dodan je naslednji odstavek:

„Delež dopolnilne krmne mešanice je omejen na 1 800 kg, izraženo kot suha snov, na kravo iz črede in na koledarsko.“

Ta določba je dodana tudi v točko 3.3 enotnega dokumenta.

V specifikaciji proizvoda je pojasnjeno, da je več proizvodov in posamičnih krmil v prehrani krav v laktaciji prepovedanih zaradi njihovega negativnega učinka na organoleptične značilnosti mleka. Tako je dodan naslednji odstavek:

„V osnovnem obroku ter kot dopolnilne krmne mešanice so prepovedani: zelje, repa, oljna repica in ogrščica, ki se razdeljujejo sveže pobrani.

V dopolnilni krmni mešanici so v zvezi s krmo za živali v skladu z razvrstitvijo iz Priloge C k Uredbi (EU) št. 68/2013 prepovedana naslednja posamična krmila:

— neobdelana palmovo olje, olje zemeljskih oreškov, sončnično olje in oljčno olje ali njihov izomer (skupina 2.20.1);

— mlečni izdelki in iz njih pridobljeni proizvodi (skupina 8);

— proizvodi iz kopenskih živali in iz njih pridobljeni proizvodi (skupina 9);

— ribe, druge vodne živali in iz njih pridobljeni proizvodi (skupina 10), razen olja iz jeter polenovke;

— različne sestavine (skupina 13), razen melase glukoze.

Prepovedani so tudi sečnina in njeni derivati kot nutritivni dodatki, opredeljeni v Prilogi 1 k Uredbi (ES) št. 1831/2003 o dodatkih za uporabo v prehrani živali.“

Ti različni elementi so povzeti v točki 3.3 enotnega dokumenta.

Za boljši opis sedanjih praks sta dodani poglavji, v katerih so povzete različne faze proizvodnje masla: „zbiranje in sprejem mleka“ ter „priprava in pakiranje“.

Zbiranje in sprejem mleka

Da bi se izognili težavam zaradi spremembe surovine na kmetijskem gospodarstvu, je določen rok za skladiščenje mleka, uporabljenega za proizvodnjo masla „Beurre d'Isigny“.

Poleg tega je zaradi boljše sledljivosti podrobno določeno, da je prepovedano pretovarjati mleko med kmetijskimi gospodarstvi in maslarno.

Dodano je tudi merilo, ki se nanaša na kislost surovega mleka, s čimer se prepreči, da bi se kakovost surovine spremenila.

Ti različni elementi so povzeti v naslednji določbi:

„Mleko se zbira največ vsakih 48 ur od prve molže. Mleko, zbrano na kmetijskih gospodarstvih, se neposredno in brez pretovarjanja dostavi v obrate za posnemanje. Pri sprejemu se kislost surovega mleka giblje med 14 in 16 °Dornic ali ima vrednost pH med 6,6 in 6,85.“

Ta določba je v celoti povzeta v točki 3.3 enotnega dokumenta.

Priprava in pakiranje

Posnemanje in pasterizacija

Dodano je poglavje o posnemanju in pasterizaciji. V njem je podrobno določeno, da lahko za ohranitev kakovosti surovine „mleko po sprejemu pred posnemanjem čaka največ 48 ur“.

Dodani sta fazi pasterizacije, ki omogočata pridobivanje proizvoda, in sicer:

„Pred posnemanjem se lahko opravi prva faza, in sicer predpasterizacija zbranega polnomastnega mleka pri 74 °C. Po posnemanju se smetana od 30 do 180 sekund pasterizira pri temperaturi med 86 in 95 °C.“

Ta določba dopolnjuje tisto iz veljavne specifikacije proizvoda, ki določa: „Mleko in smetano je treba pasterizirati.“

Prav tako so črtana sklicevanja na nacionalne zakonske in regulativne zahteve v zvezi s čredo, mlekom in maslom.

Poleg tega je za ohranitev kakovosti surovine določeno najdaljše obdobje med koncem posnemanja mleka in obdelavo s pasterizacijo: „*To zadnjo obdelavo je treba opraviti v največ 36 urah po koncu posnemanja mleka.*“

Za opredelitev vrst smetane, ki se lahko uporabijo za proizvodnjo masla „Beurre d'Isigny“, je podrobno določeno: „Smetana, ki se uporabi za izdelavo masla, vsebuje najmanj 35 g maščobe na 100 g proizvoda.“

Kar zadeva različne uporabe proizvoda ob posnemanju in pasterizaciji, je dodano, da „se za izdelavo masla ne smejo uporabiti lahka smetana, surova smetana, sterilizirana smetana in smetana, sterilizirana pri ultravisoki temperaturi (UHT)“.

Ta stavek je dodan v točko 3.3 enotnega dokumenta.

Dopolnjen je tudi seznam prepovedanih snovi pri pridobivanju masla „Beurre d'Isigny“, in sicer je podrobno določeno, da sta prepovedana pinjenec, pa tudi drugo dodajanje aditivov, pomožnih tehnoloških sredstev in vseh drugih sestavin, razen mlečnokislinske starterske kulture.

Tako je odstavek:

„Za izdelavo in trženje masla ‚Beurre d'Isigny‘ je prepovedana uporaba naslednjih snovi:

— sirotkine smetane, rekonstituirane, zamrznjene ali globoko zamrznjene smetane,

— barvil ali antioksidantov,

— snovi za razkisanje, s katerimi se zmanjša kislost mleka ali smetane,“

nadomeščen z:

„Za izdelavo masla se ne smejo uporabiti lahka smetana, surova smetana, sterilizirana smetana in smetana, sterilizirana pri ultravisoki temperaturi (UHT).

Pri proizvodnji smetane, iz katere se izdeluje ‚Beurre d'Isigny‘, je prepovedano uporabljati sirotkino smetano, pinjenec, rekonstituirano smetano, zamrznjeno ali globoko zamrznjeno smetano, barvila ali antioksidante, snovi za razkisanje, s katerimi se zmanjša kislost mleka ali smetane, aditive, pomožna tehnološka sredstva ali vse druge sestavine, ki niso mlečnokislinska starterska kultura.“

Določba o prepovedi „kakršnega koli postopka za povečanje vsebnosti nemastne suhe snovi v maslu, zlasti dodajanje mlečne kulture in mlečnokislinske starterske kulture med mešanjem“ je premaknjena v poglavje „Cepitev in pinjenje“, v katerem so povzete in določene različne faze proizvodnje samega masla, med drugim faza mešanja (ali pinjenje).

Tudi določba, da „se maslu lahko doda sol, in sicer največ 2 g na 100 g“, je premaknjena v poglavje „Cepitev in pinjenje“, pri čemer je omejitev 2 g na 100 g črtana, ker je določena s splošnimi predpisi.

Cepitev in pinjenje

Oblikovano je tudi poglavje, da se ločijo določbe v zvezi s cepitvijo in pinjenjem. V njem je med drugim podrobno določeno, da cepitev smetane poteka „v maslarni“, in sicer največ 48 ur po končanem posnemanju. Dodano je tudi, da lahko od sprejema mleka do cepitve smetane preteče največ 72 ur.

Podrobno določena je tudi metoda pridobivanja masla, in sicer je dodano, da se maslo dobi s pinjenjem cepljene in zorjene smetane (v napravi za izdelavo masla ali pinji) ter da se dobljena maslena zrna nato mešajo in po potrebi sperejo, pri čemer ima lahko končni proizvod vrednost pH največ 6.

Določeno je, da so postopki za znižanje vrednosti pH masla drugače kot z biološkim zorenjem prepovedani. Prav tako je med proizvodnjo masla izrecno prepovedano dodajati koncentrirani permeat mlečne kulture in aromatični kvas (postopek NIZO). Možnost dodajanja največ 2 g na 100 g je črtana, ker je določena s splošnimi predpisi.

Poglavje, ki se nanaša na „cepitev in pinjenje“, specifikacije proizvoda je torej oblikovano tako:

„Cepitev smetane, namenjene proizvodnji masla ‚Beurre d'Isigny‘, se opravi v maslarni najpozneje 48 ur po koncu posnemanja in najpozneje 72 ur po sprejemu mleka, pri temperaturi od 9 do 15 °C. Smetana biološko zori najmanj 12 ur pri temperaturi od 9 do 15 °C, nato pa se pinji v napravi za izdelavo masla ali pinji. Maslena zrna se nato mešajo in po potrebi sperejo. Vrednost pH masla po končani izdelavi mora biti nižja od 6.

Prepovedan je kakršen koli postopek za povečanje vsebnosti nemastne suhe snovi v maslu, zlasti z dodajanjem mlečne kulture in mlečnokislinske starterske kulture med mešanjem. Prav tako je prepovedan kakršen koli postopek za znižanje vrednosti pH masla drugače kot z biološkim zorenjem smetane, zlasti z dodajanjem koncentriranega permeata mlečne kulture in aromatičnega kvasa med izdelavo masla (postopek NIZO).

V mejah, določenih s predpisi, se lahko maslu doda sol.“

V zvezi s „teksturiranjem“ je določeno, da se lahko maslo „Beurre d'Isigny“ obdela s teksturiranjem, da postane primerno za uporabo v pekovskih in slaščičarskih izdelkih:

„Maslo ‚Beurre d'Isigny‘ se lahko obdela s fizičnim postopkom kristalizacije, da postane gnetljivo in mehansko odporno, tako da se ne stopi (maslo za peko) in ga je mogoče uporabiti kot surovino v prehrambnih proizvodih, zlasti v pekovskih in slaščičarskih izdelkih“.

Ta postopek je nujen, ker se tališče masla zelo spreminja glede na letne čase, saj je maslo poleti mehkejše in pozimi čvrstejše. To različno tališče je posledica različne sestave maščobnih kislin v maščobi. S fizično obdelavo masla se lahko te razlike omilijo, s čimer se zagotovi enaka konsistenca skozi vse leto. Ta sprememba teksture omogoča, da je maslo optimalno primerno za pripravo listnatega testa. Okus masla se s tem postopkom ne spremeni. Ta postopek se je uporabljal že ob registraciji ZOP „Beurre d'Isigny“, vendar je bila ta navedba v registrirani specifikaciji proizvoda izpuščena. Uporaba v pekovskih in slaščičarskih izdelkih je še en način, da se pokažejo odlike masla z ZOP „Beurre d'Isigny“.

Pakiranje je podrobneje določeno, da se pojasnijo nekatere prakse. Dodano je, da se lahko maslo, pakirano v 1- do največ 25-kilogramske enote, zamrzne ali globoko zamrzne za največ 12 mesecev. Teksturirano maslo je treba zamrzniti/globoko zamrzniti v 10 dneh po teksturiranju, neteksturirano maslo pa v 30 dneh po izdelavi. Maslo je treba nato ohranjati pri temperaturi med −18 in −23 °C.

Z zamrznitvijo masla, pakiranega v kilogramske zavoje in v več kot 10-kilogramske posode, je mogoče odgovoriti na zahteve nekaterih podjetij iz živilske industrije (proizvodnja kruha, finega peciva in keksov), ki potrebujejo maslo, katerega konsistenca ima določene posebne značilnosti, povezane z obdobjem proizvodnje. Z zamrznitvijo ali globoko zamrznitvijo za največ 12 mesecev se ne poslabšajo organoleptične značilnosti masla. Ta običajna praksa, ki je v mlečni industriji zelo razširjena, se je dejansko že izkazala pri shranjevanju in ohranjanju organoleptičnih lastnosti.

Pri pakiranju masla je dodano, da največja prodajna enota znaša 25 kg. Ta določba je v skladu s tradicijo pakiranja masla „Beurre d'Isigny“ v velike posode (v obliki 20- do 200-litrskih čebrov, ki so jih uporabljali v 18. in 19. stoletju). Kljub temu je znotraj geografskega območja maslo dovoljeno prevažati med obrati tudi v težjih pakiranjih.

Določba specifikacije proizvoda se glasi:

„Maslo ‚Beurre d'Isigny' se pakira v največ 25-kilogramske prodajne enote. Znotraj geografskega območja je maslo dovoljeno prevažati med obrati v težjih pakiranjih.

Maslo ‚Beurre d'Isigny' se lahko zamrzne ali globoko zamrzne in ohranja pri temperaturi od −18 do −23 °C samo, če je pakirano v najmanj 1-kilogramske do največ 25-kilogramske enote in za največ 12 mesecev. Teksturirano maslo je treba zamrzniti ali globoko zamrzniti v 10 dneh po izdelavi, neteksturirano maslo pa v 30 dneh po izdelavi.“

Ta pravila so deloma povzeta v točki 3.5 enotnega dokumenta, ki se nanaša na „posebna pravila za rezanje, ribanje, pakiranje itn. proizvoda, za katerega se uporablja registrirano ime“.

5.5 ***Postavka „Povezava“***

Poglavje specifikacije proizvoda „Povezava z geografskim območjem“ je bilo v celoti preoblikovano, da bi se jasneje poudarila povezava med maslom „Beurre d'Isigny“ in geografskim območjem, ne da bi se povezava bistveno spremenila. S tem nazornim prikazom so posebej poudarjeni pogoji prireje mleka, še zlasti dejstvo, da je s krmo na osnovi optimalne uporabe trave in dolgim obdobjem paše mogoče doseči tako kakovost mlečne maščobe, ki je primerna za izdelavo masla „Beurre d'Isigny“, za kar so potrebni posebno znanje in veščine. Ob tej priložnosti je bil črtan tudi sklic na to, da je maslo „Beurre d'Isigny“ bogato z oleinsko kislino, saj se ne šteje za specifičen.

V točki, ki se nanaša na „posebnosti geografskega območja“, so povzeti naravni dejavniki geografskega območja ter človeški dejavniki s povzetkom zgodovinskega vidika in poudarkom na posebnem znanju in veščinah.

V točki, ki se nanaša na „posebnosti proizvoda“, so poudarjeni določeni elementi, vključeni v opis proizvoda.

Nazadnje, v točki, ki se nanaša na „vzročno povezavo“, so pojasnjene povezave med naravnimi in človeškimi dejavniki ter proizvodom.

Celotna povezava iz specifikacije proizvoda z ZOP je povzeta v točki 5 enotnega dokumenta.

5.6 ***Postavka „Označevanje“***

Za pojasnitev elementov, na podlagi katerih lahko potrošniki prepoznajo proizvod:

— je dodano, da morajo imeti proizvodi z zaščiteno označbo porekla samostojno oznako z imenom označbe porekla, izpisanim s črkami, ki so vsaj enake dvema tretjinama velikosti največjih črk na oznaki. To pravilo ne velja za nalepko, če je ime označbe že na oznaki;

— besedilo, ki mora biti navedeno na nalepki, nameščeni na embalaži, je spremenjeno: „zaščitena“ namesto „kontrolirana“. Za njeno namestitev je odgovoren gospodarski subjekt, zadolžen za ta postopek;

— navedeno je, da je znak ZOP Evropske unije tik ob nalepki (eden poleg drugega ali eden nad drugim, tako da nista ločena z drugo navedbo).

Določba o prepovedi uporabe navedb „Isigny“ ali „Isigny-sur-mer“ ali katerih koli drugih navedb, grafičnih oblik ali slik, ki označujejo to območje, za proizvode, ki ne ustrezajo pogojem iz specifikacije, je črtana, saj ne izhaja iz nje.

Naslednja odstavka:

„Na embalažah ali posodah mora biti nalepljena ali natisnjena nalepka z navedbo ‚Beurre d'Isigny – Appellation d'Origine Contrôlée' ali ‚Crème d'Isigny – Appellation d'Origine Contrôlée', za kar je odgovoren zainteresirani strokovnjak.

Uporaba geografskih navedb ‚Isigny' ali ‚Isigny-sur-Mer' ali katerih koli drugih navedb, grafičnih oblik ali slik, ki označujejo to območje, je za trženje masla, ki ni bilo proizvedeno, zapakirano in trženo v skladu z odlokom o označbi porekla, prepovedana."

sta nadomeščena z:

„Vsaka embalaža masla z ZOP ‚Beurre d'Isigny', ki se trži, ima samostojno oznako z imenom označbe porekla, izpisanim s črkami, ki so vsaj enake dvema tretjinama velikosti največjih črk na oznaki.

Na embalažah ali posodah mora biti nalepljena ali natisnjena nalepka z navedbami ‚Beurre d'Isigny – Appellation d'Origine Protégée', za kar je odgovoren gospodarski subjekt.

Znak ‚ZOP' Evropske unije in nalepka sta eden poleg drugega ali eden nad drugim, tako da nista ločena z drugo navedbo. Najmanjša velikost označbe porekla ne velja za nalepko, če je ta označba že na oznaki."

Ta sprememba je vnesena tudi v točko 3.6 enotnega dokumenta „Posebna pravila za označevanje proizvoda, za katerega se uporablja registrirano ime".

5.7 ***Postavka „Drugo"***

V poglavju „Pristojna služba države članice" je posodobljen naslov inštituta INAO.

V poglavju „Skupina vložnikov" so posodobljeni kontaktni podatki skupine.

V poglavju specifikacije proizvoda „Podatki o nadzornem organu" so posodobljeni ime in kontaktni podatki uradnega nadzornega organa. Ta postavka vključuje kontaktne podatke francoskih pristojnih nadzornih organov: Institut national de l'origine et de la qualité (INAO) (nacionalni inštitut za poreklo in kakovost) in Direction générale de la concurrence, de la consommation et de la répression des fraudes (DGCCRF) (generalni direktorat za konkurenco, varstvo potrošnikov in preprečevanje goljufij). Dodano je, da so ime in kontaktni podatki certifikacijskega organa dostopni na spletišču INAO in v podatkovni zbirki Evropske komisije.

V specifikacijo proizvoda je dodano poglavje „Nacionalne zahteve". V njem so v obliki preglednice predstavljene glavne točke, ki jih je treba preveriti, ter njihove referenčne vrednosti in metoda ocenjevanja.

ENOTNI DOKUMENT

„Beurre d'Isigny"

EU št.: PDO-FR-0138-AM01 – 19.10.2017

ZOP (X) ZGO ( )

1. **Ime**

„Beurre d'Isigny"

2. **Država članica ali tretja država**

Francija

3. **Opis kmetijskega proizvoda ali živila**

3.1 *Vrsta proizvoda*

Skupina 1.5 Olja in masti (maslo, margarina, olje itn.)

3.2 *Opis proizvoda, za katerega se uporablja ime iz točke 1*

Maslo „Beurre d'Isigny“ ima naravno slonokoščeno do zlatorumeno barvo. Zaradi kremaste teksture je zelo primerno za mazanje. Pogosto prevladujejo arome sveže smetane in lešnikov. Lahko je teksturirano, da postane primerno za pripravo listnatega testa, in soljeno.

Navadno maslo vsebuje več kot 82 % maščobe, soljeno maslo pa več kot 80 % maščobe.

3.3 *Krma (samo za proizvode živalskega izvora) in surovine (samo za predelane proizvode)*

Za zagotovitev tesne povezave med regijo in proizvodom na podlagi krme, ki temelji na paši z geografskega območja, se krave molznice pasejo najmanj sedem mesecev na leto, vsako kmetijsko gospodarstvo pa ima najmanj 0,35 ha površine travinja na molžo krave molznice, od tega najmanj 0,20 ha dostopnih iz molznih prostorov ali najmanj 0,10 ha dostopnih iz molznih prostorov, dopolnjeno s travo za krmo. Glavna krmna površina vsakega kmetijskega gospodarstva mora imeti vsaj 50 % trave.

Krma krav molznic ne more v celoti izvirati z geografskega območja. Potreb po beljakovinah krav molznic dejansko ni mogoče vedno pokriti z obdelovalnimi površinami na tem območju. Poleg tega ni mogoče zagotoviti porekla surovin, ki sestavljajo dopolnilno krmno mešanico. 80 % osnovnega obroka črede, ki ga sestavlja krma, izvira z geografskega območja (izračunano kot suha snov na leto). Ker osnovni obrok zajema približno 70 % celotne krme krav molznic, se lahko delež krme, ki izvira z območja, oceni na približno najmanj 56 %.

Trava v različnih oblikah zajema povprečno najmanj 40 % osnovnega obroka v vsaj sedmih mesecih paše in najmanj 20 % dnevno v preostalem delu leta. Delež dopolnilne krmne mešanice je omejen na 1 800 kg na kravo iz črede in na koledarsko leto.

Dovoljeno krmo sestavljajo: trava, koruza, žita ali nezrele beljakovinske rastline (cela rastlina), slama, lucerna (vse sveže ali konzervirano) ter krmna pesa, korenasta zelenjava in suha pulpa sladkorne pese.

V osnovnem obroku ter kot dopolnilne krmne mešanice so prepovedani zelje, repa, ogrščica in oljna repica, ki se razdeljujejo sveže pobrani, ter sečnina in njeni derivati.

V dopolnilni krmni mešanici so prepovedana naslednja posamična krmila:

— neobdelana palmovo olje, olje iz zemeljskih oreškov, sončnično olje in oljčno olje ali njihov izomer;

— mlečni izdelki in iz njih pridobljeni proizvodi;

— proizvodi iz kopenskih živali in iz njih pridobljeni proizvodi;

— ribe, druge vodne živali in iz njih pridobljeni proizvodi, razen olja iz jeter polenovke;

— različne sestavine, razen melase glukoze.

Pri vsakem zbiranju za proizvodnjo masla „Beurre d'Isigny“ pri proizvajalcu mleko izvira iz črede krav molznic, ki jo skupaj sestavlja najmanj 30 % normandijske pasme, pri čemer je zbiranje opredeljeno kot vse mleko, ki ga proizvajalec zbere in predela v 48 urah.

Mleko se zbira največ vsakih 48 ur od prve molže. Mleko, zbrano na kmetijskih gospodarstvih, se neposredno in brez pretovarjanja dostavi v obrate za posnemanje. Pri sprejemu se kislost surovega mleka giblje med 14 in 16 °Dornic ali ima vrednost pH med 6,6 in 6,85.

Smetana, namenjena izdelavi masla, mora vsebovati vsaj 35 g maščobe na 100 g proizvoda. Za izdelavo masla se ne smejo uporabiti lahka smetana, surova smetana, sterilizirana smetana in smetana, sterilizirana pri ultravisoki temperaturi (UHT).

3.4 *Posebne faze proizvodnje, ki jih je treba izvajati na opredeljenem geografskem območju*

Prireja mleka in izdelava masla potekata na geografskem območju, opredeljenem v točki 4.

3.5 *Posebna pravila za rezanje, ribanje, pakiranje itn. proizvoda, za katerega se uporablja registrirano ime*

Morebitno zamrzovanje masla in njegovo pakiranje potekata na geografskem območju.

Pri pakiranju masla je dejansko zelo pomemben nadzor nad kakovostjo proizvodov, saj je maščoba občutljiva na oksidacijo. Postopek pakiranja je treba torej izvesti kmalu po koncu proizvodnje. Zato je postopek izveden na opredeljenem geografskem območju iz točke 4 v največ 25-kilogramske prodajne enote.

Maslo je lahko zamrznjeno ali globoko zamrznjeno največ 12 mesecev, če je pakirano v 1- do največ 25-kilogramske enote. Teksturirano maslo je treba zamrzniti v 10 dneh po izdelavi, neteksturirano maslo pa v 30 dneh po izdelavi.

3.6 *Posebna pravila za označevanje proizvoda, za katerega se uporablja registrirano ime*

Vsaka embalaža masla z ZOP „Beurre d'Isigny", ki se trži, ima samostojno oznako z imenom označbe porekla, izpisanim s črkami, ki so vsaj enake dvema tretjinama velikosti največjih črk na oznaki.

Na embalažah ali posodah mora biti nalepljena ali natisnjena nalepka z navedbami „Beurre d'Isigny – Appellation d'Origine Protégée", za kar je odgovoren gospodarski subjekt.

Znak „ZOP" Evropske unije in nalepka sta eden poleg drugega ali eden nad drugim, tako da nista ločena z drugo navedbo. Najmanjša velikost označbe porekla ne velja za nalepko, če je ta označba že na drugem mestu na oznaki.

4. **Jedrnata opredelitev geografskega območja**

Opredeljeno geografsko območje obsega ozemlje naslednjih občin v departmajih:

Departma Calvados (82 občin):

Kanton Bayeux, vse občine, razen občin Chouain, Condé-sur-Seulles, Ellon, Esquay-sur-Seulles, Juaye-Mondaye, Le manoir, Manvieux, Ryes, Tracy-sur-Mer, Vaux-sur-Seulles in Vienne-en-Bessin.

Kanton Trévières, vse občine, razen občin La Bazoque, Cahagnolles, Cormolain, Foulognes, Litteau, Planquery, Sainte-Honorine-de-Drucy in Sallen.

Departma Manche (93 občin):

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

Kanton Bricquebec, občine Etienville, Les Moitiers-en-Bauptois in Orglandes.

Kanton Carentan-les-Marais, vse občine.

Kanton Créances, občini Montsenelle (samo za ozemlja nekdanjih občin Coigny, Prétot-Sainte-Suzanne in Saint-Jores) in Le Plessis-Lastelle.

Kanton Canton de Pont-Hébert, vse občine, razen občin Bérigny, Saint-André-de-l'Epine, Saint-Georges-d'Elle, Saint-Germain-d'Elle in Saint-Pierre-de-Semilly.

Kanton Saint-Lô-1, vse občine, razen občin Agneaux, Le Lorey, Marigny-Le-Lozon (samo za ozemlje nekdanje občine Lozon), Le Mesnil-Amey, Saint-Gilles in Saint-Lô.

Kanton Valognes, vse občine, razen občin Brix, Huberville, Lestre, Lieusaint, Montaigu-la-Brisette, Saint-Germain-de-Tournebut, Saint-Joseph, Saint-Martin-d'Audouville, Saussemesnil, Tamerville, Valognes, Vaudreville in Yvetot-Bocage.

5. **Povezava z geografskim območjem**

Geografsko območje proizvodnje masla „Beurre d'Isigny“ je v obliki polmeseca, ki ga na nižinskih območjih (< 50 m) sestavlja podlaga iz usedlinskih plasti. To območje, imenovano „Col du Cotentin“ (polotok Cotentin), tvori izjemno geološko enoto, ki so jo oblikovale številne transgresije in regresije morja. Na tem območju ločimo „nižavje“, ki ga tvorijo obsežna obalna močvirja in izsušene, a poplavne naplavine, ter z živo mejo obraslo „višavje“, sestavljeno iz planote in apnenčastih predelov ter nizkih glinastih in prodnatih gričev na vzhodu. Glavne značilnosti tal so obsežne morske (morski glen) in rečne naplavine na območju zaliva Veys in v dolinah rek, ki se vanj izlivajo.

Podnebje polotoka Cotentin s količino padavin približno 800 mm in več kot 170 dnevi s padavinami, razporejenimi čez celo leto, svežimi poletnimi temperaturami in zmerno hladnimi zimami, majhnimi temperaturnimi razlikami, razen v Saint-Lôju ali Caenu, je opisano kot zmerno oceansko. To vlažno, megleno in milo podnebje je zaradi nerazgibanega površja enotno. Oceanski vpliv je viden tudi zaradi množine slanih hlapov morja, ki vlažijo travinje.

Polotok Cotentin je eden od normandijskih pašniških centrov, ki je obstajal že pred valom, ki se je začel leta 1800 v Normandiji in med katerim se je obdelana zemlja spreminjala v travinje. Rejci so iz regije Isigny ustvarili prestižno neobdelano travinje, ki ga je združenje Association Normande leta 1874 opisalo kot „bogate pašnike, prave vrelce smetane in masla“.

Od sredine 19. stoletja so se rejci s polotoka Cotentin zavzemali za čistost istoimenske pasme, ki je postala glavna začetnica normandijske pasme, predvsem zaradi mlečnih sposobnosti krav te lokalne pasme. Vendar je ta status „zibelke pasme“ neugodno vplival na lokalne rejce, ki so pozno izkoristili napredek na področju umetne osemenitve ter so se usmerjali k produktivni in skladni holštajn-frizijski pasmi.

Prebivalstvo polotoka Cotentin je večjo vrednost trave za mlečno čredo kmalu povezalo z večjo vrednostjo mleka pri izdelavi in trženju masla.

Tudi danes je travinje osnovna krma krav molznic, ki tam pasejo travo vsaj sedem mesecev, preostanek leta pa jim travo razdeljujejo. Ker so proizvajalci navezani na normandijsko pasmo, ki je zaradi mleka, bogatega z maščobami in beljakovinami, odlična za izdelavo masla, se ta pasma v precejšni meri ohranja na geografskem območju.

Znanje in veščine pri proizvodnji zahtevajo, da ostane mleko sveže, kar omogočajo ustrezno hlajenje med prevozom od hleva do maslarne, redno zbiranje in biološko zorenje v povezavi z ohranjanjem fermentacijske flore s pasterizacijo mleka, ki ji sledijo cepitev, posnemanje in na koncu pinjenje.

Maslo „Beurre d'Isigny“ je kremasto in zelo mazavo. Po teskturiranju je čvrsto in voljno, ni ne mastno in ne lepljivo ter se ne drobi. Njegova enakomerna barva sega od slonokoščene pozimi do zlatorumene v pašnem obdobju, pri vonju pa prevladujejo sveže note, ki spominjajo na stepeno smetano. Njegov izbran okus lahko spremlja priokus po lešnikih.

Geografski položaj (bližina morja) in morfologija (nizek teren) geografskega območja pojasnjujeta razporeditev padavin med letom in blage temperature, celo pozimi. Ti dejavniki ugodno vplivajo na rast trave čez celo leto ter na dolgo obdobje paše živali. Zaradi apnenčasto-glinastih tal in mladih morskih sedimentov z bogato vsebnostjo mineralov je to travinje zelo bogato, medtem ko ilovica, ki prekriva „višavje“, odlično uravnava vlago, kar ugodno vpliva na redno rast trave.

Kakovost maščobe v mleku z geografskega območja je pridobljena s kombinacijo deleža trav, ki prispeva organoleptične lastnosti, značilne za označbo, in pričakovano kremasto teksturo, in deleža energijsko bogatejše krme, primerne za proizvodnjo velikih maščobnih kroglic, ki omogočajo fiksiranje aromatičnih sestavin mleka, dobljenih s travo.

Za maslo „Beurre d'Isigny“ je torej značilna optimalna uporaba trave z območja z dolgim obdobjem paše za mlečne črede in razdeljevanjem konzervirane krme pozimi, ki jo dopolnjujejo druge vrste krme. Prevoz krme iz „nižavja“ v „višavje“ in njeno skladiščenje sta dejansko tradicionalni praksi, saj se kmetijska gospodarstva geografsko na splošno nahajajo v „višavju“, vendar imajo pašnike tudi v „nižavju“.

Ta krma za živino, ki je deloma normandijske pasme, je osnova kakovostnega mleka, katerega maščoba daje proizvodu njegovo odlično kremasto teksturo.

Poleg tega maslo zaradi karotenoidov v sočni travi na pašnikih v regiji v pašnem obdobju dobi naravno zlatorumeno barvo.

Ohranjanje tradicionalnih običajev pri izdelavi masla, zlasti brez dodajanja mlečne kisline ter z uporabo zorjene smetane in pinjenja, močno prispeva k izražanju značilnosti surovine, ki izvira iz mlečnih čred. Uspeh teh proizvodov je mogoče pripisati tudi ohranjanju trgovinskih odnosov z mrežo mlekarn na nacionalnem ozemlju, regionalnim gostinstvom in izvoznimi trgi.

Sklic na objavo specifikacije

(drugi pododstavek člena 6(1) te uredbe)

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

INFORMACIJE V ZVEZI Z EVROPSKIM GOSPODARSKIM PROSTOROM

NADZORNI ORGAN EFTE

Poziv k predložitvi pripomb v skladu s členom 1(2) dela I Protokola 3 k Sporazumu med državami Efte o ustanovitvi nadzornega organa in sodišča o vprašanjih državne pomoči

(2019/C 177/04)

Z zgoraj navedeno odločbo, objavljeno v verodostojnem jeziku na straneh, ki sledijo temu povzetku, je Nadzorni organ Efte Norveško obvestil o svoji odločitvi, da bo začel postopek v skladu s členom 1(2) dela I Protokola 3 k Sporazumu med državami Efte o ustanovitvi nadzornega organa in sodišča v zvezi z zgoraj navedenim ukrepom.

Zainteresirane strani lahko predložijo svoje pripombe o zadevnem ukrepu v enem mesecu od datuma objave na naslednji naslov:

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

Pripombe se bodo posredovale norveškim organom. Zainteresirana stran, ki predloži pripombe, lahko pisno zaprosi za zaupno obravnavo svoje identitete in navede razloge za to.

POVZETEK

Postopek

1. Nadzorni organ je 14. marca 2017 in 27. julija 2017 prejel dve pritožbi. Pritožnika sta zahtevala zaupnost.

2. Po poizvedbi je nato od norveških organov prejel informacije, in sicer z dopisi z dne 2. junija 2017, 20. septembra 2017, 1. decembra 2017, 8. decembra 2017, 1. februarja 2018, 5. februarja 2018, 21. februarja 2019, 14. marca 2019 in 18. marca 2019.

Opis ukrepov

3. Domnevni upravičenec do pomoči je podjetje Trondheim Spektrum AS (v nadaljnjem besedilu: TS).

4. TS ima v lasti in upravlja Trondheim Spektrum, večnamenski objekt v centru Trondheima. Objekt se uporablja za treninge lokalnih športnih klubov, za male in velike športne prireditve ter druge prireditve, kot so koncerti, sejmi in kongresi.

5. Občina Trondheim (v nadaljnjem besedilu: občina) je bila in je trenutno večinski delničar v TS. Preostale delnice imajo v lasti amaterski športni klubi, ki se financirajo s članarinami (v nadaljnjem besedilu: športni klubi)

6. Cilj občine je prebivalcem Trondheima zagotoviti prostore za športne dejavnosti in rekreacijo. Leta 2004 je občina formalizirala načelo brezplačne uporabe objekta v korist športnih klubov občine. Ta ukrep spodbuja udeležbo otrok in mladih v športnih dejavnostih ne glede na raven dohodkov posameznih družin.

7. Občina najema različne objekte, kot je na primer TS, da bi športnim klubom omogočila brezplačno uporabo. Za porazdelitev prostih terminov v objektih je pristojen lokalni športni svet.

8. V TS se od poletja 2017 izvaja obsežna prenova in gradi prizidek, dela pa naj bi se zaključila leta 2019. Po načrtih naj bi leta 2020 gostil evropsko prvenstvo v rokometu za ženske in moške.

9. Odločba se nanaša na devet ukrepov: 1) občinsko posojilo, 2) občinsko jamstvo, 3) zakupne pogodbe, 4) najemne pogodbe, sklenjene med letoma 1999 in 2017, 5) najemno pogodbo za leto 2019, sklenjeno leta 2017, 6) dokapitalizacijo, povezano z novimi in nepričakovanimi stroški, 7) financiranje infrastrukturnih stroškov, 8) sredstva iz norveškega sklada za igre na srečo in 9) implicitno poroštvo iz posojilne pogodbe med Nordea in TS.

10. Po mnenju pritožnikov je TS pridobil prednost z različnimi ukrepi, ki jih je odobrila občina. Pritožnika trdita, da so domnevni ukrepi pomoči navzkrižno subvencionirali druge dejavnosti, ki jih izvaja TS.

Ocena ukrepov

11. Po mnenju nadzornega organa bi državna pomoč, dodeljena z ukrepi 1, 2 in 3, pomenila obstoječo pomoč v smislu člena 1(b) dela II Protokola 3 k sporazumu o nadzornem organu in sodišču. Nadzorni organ zato v svoji odločbi ne ocenjuje značaja pomoči teh ukrepov.

12. Nadzorni organ v svoji odločbi predhodno ugotavlja, da ukrep 4, najemne pogodbe, sklenjene med letoma 1999 in 2017, ni del sheme pomoči v smislu člena 1(d) dela II Protokola 3 k sporazumu o nadzornem organu in sodišču, kot so trdili norveški organi.

13. Nadzorni organ bo v svoji odločbi ocenil samo potencialno naravo pomoči najemnih pogodb, za katere zastaralni rok še ni potekel. Nadzorni organ na podlagi informacij, ki jih ima na voljo, meni, da zastaralni rok za najemno pogodbo, ki je bila po navedbah norveških organov sklenjena za obdobje 2007–2008, še ni potekel.

14. Nadzorni organ meni, da so sredstva, ki jih je TS dalo podjetje Norsk Tipping AS (ukrep 8), uporaba obstoječega sistema državnih pomoči. Nadzorni organ zato v svoji odločbi ne ocenjuje značaja pomoči tega ukrepa.

15. Predhodno stališče nadzornega organa je, da so najemne pogodbe iz obdobja 2007–2017 in nova najemna pogodba iz leta 2019 (ukrepa 4 in 5) morda zagotovile prednost TS. Pritožnika trdita, da je najemnina nad tržno in da temelji na potrebah TS in ne na razpoložljivosti objekta za potrebe občine.

16. Nadzorni organ ugotavlja, da dokapitalizacija, ukrep 6, pomeni prednost za TS, ki ustreza celotnemu znesku dokapitalizacije.

17. Nadzorni organ predhodno ugotavlja, da sta delitev in izračun infrastrukturnih stroškov, kar zadeva prenovo in prizidek TS (ukrep 7), morda zagotovila prednost TS.

18. V zvezi z implicitnim jamstvom, ki izhaja iz posojilne pogodbe med TS in Nordea (ukrep 9), nadzorni organ ugotavlja, da so učinki izjav v posojilnih pogodbah nejasni in da v tem trenutku ni mogoče izključiti, da dajejo prednost TS v obliki implicitnega jamstva občine.

19. Norveški organi so trdili, da uporaba objekta TS s strani športnih klubov ne more šteti za gospodarsko dejavnost, saj niti občina niti TS od svojih uporabnikov nista prejela nobenega nadomestila.

20. Tudi če se za občino lahko šteje, da opravlja negospodarsko dejavnost z omogočanjem brezplačne uporabe prostorov za športne klube občine, lahko načeloma subjekt, ki občini zagotavlja takšne prostore, pri tem prav mogoče izvaja gospodarske dejavnosti.

21. Zato nadzorni organ v tem trenutku ne more izključiti možnosti, da je TS podjetje, ne le kadar organizira koncerte, velike športne prireditve, sejme, kongrese in druge dogodke, temveč tudi kadar oddaja svoje prostore v najem občini, ki jih nato daje na voljo mestnim športnim klubom. Nadzorni organ v vsakem primeru ugotavlja, da TS opravlja tudi drugo gospodarsko dejavnost in da bi bilo treba dokazati, da so računi zadostno ločeni.

22. Norveški organi nadzorni organ niso obvestili o vseh zadevnih ukrepih. Nadzorni organ zato predhodno ugotavlja, da norveški organi niso spoštovali svojih obveznosti v skladu s členom 1(3) dela I Protokola 3 k sporazumu o nadzornem organu in sodišču ter da je v obsegu, v katerem ukrepi 4, 7 in 9 pomenijo državno pomoč, ta pomoč nezakonita.

23. Norveški organi so 20. novembra 2018 nadzorni organ obvestili o novi najemni pogodbi za leto 2019 (ukrep 5). Norveški organi so trdili, da je morala biti nova najemna pogodba v skladu s tržnimi pogoji. Pogodba izrecno omogoča prilagoditve, da se lahko pogoji sporazuma uskladijo s tržnimi pogoji, če nadzorni organ to zahteva. Glede na to nadzorni organ predhodno ugotavlja, da če najemna pogodba pomeni državno pomoč, norveški organi spoštujejo zahteve iz člena 1(3) dela I Protokola 3 k sporazumu o nadzornem organu in sodišču.

24. V zvezi z ukrepom 6 nadzorni organ ugotavlja, da so norveški organi TS to pomoč dodelili v skladu s členom 55 uredbe o splošnih skupinskih izjemah. Vendar pa nadzorni organ ni popolnoma prepričan, da so v zvezi z ukrepom izpolnjene zahteve iz člena 6(2) uredbe o splošnih skupinskih izjemah. Zdi se, da je potrebna nadaljnja ocena ukrepa. Če bi nadzorni organ ugotovil, da ukrep ne izpolnjuje zahtev uredbe o splošnih skupinskih izjemah, je ta pomoč nezakonita.

25. Možni ukrepi pomoči v zadevnem primeru so različne narave. Norveški organi so v zvezi z nekaterimi ukrepi trdili, da so združljivi. Nadzorni organ na tej stopnji nima na voljo informacij, ki bi mu omogočile določitev možnega zneska domnevne pomoči TS iz naslova teh ukrepov. Nadzorni organ zato dvomi, da bi bili ukrepi v skladu z načelom sorazmernosti in da bi bili omejeni na tisto, kar je potrebno za dosego cilja države.

26. Poleg tega nadzorni organ ne more izključiti navzkrižnega subvencioniranja iz domnevnih ukrepov pomoči pri drugih dejavnostih, ki jih izvaja TS. Glede na navedeno nadzorni organ dvomi, da bi se lahko ukrepi šteli za združljive v skladu s členom 61(3)(c) Sporazuma EGP.

Decision No 032/19/COL

of 16 April 2019

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

(Case 83227)

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

Subject: **Trondheim Spektrum**

1. Summary

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

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

2. Procedure

2.1. *First complaint*

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

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

2.2. *Second complaint*

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

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

2.3. *Request for information*

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

2.4. *Additional information from the second complainant*

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

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

2.5. *Further request for information and meeting*

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

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

2.6. *Notification of the 2019 lease agreement*

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

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

2.7. *GBER information sheet regarding capital increase*

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

3. Background

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

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

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

(16) The construction of the first part of the hall finished in 1963 (halls A and B). The facility has been expanded four times, in 1971 (hall C), 1980 (hall G), 1988 (halls D and E/H) and 2000 (hall F). The facility now totals 27 000 m², which, in addition to eight multipurpose halls, consists of 14 seminar rooms and a plot area of over 1 000 m².

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

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

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

4. The measures

4.1. *Introduction*

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

4.2. *Measure 1 – municipal loan*

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

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

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

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

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

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

4.3. *Measure 2 – municipal guarantee*

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

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

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

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

4.4. *Measure 3 – leasehold agreements*

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

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

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

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

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

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

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

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

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

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

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

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

a. Lease agreement 2000 – 2002.

b. Lease agreement 2002 – 2006.

c. Lease agreement 2007 – 2008.

d. Lease agreement 2009 – 2010.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.8. *Measure 7 – financing of infrastructure costs*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

([49]) Document No 1059846, p. 2.

([50]) Document No 1059846, p. 2.

([51]) Document No 874440, p. 20 – 25 and Documents No 1059842 to 1059848. The detailed zoning plan for part of Nidarø was adopted by the City Council on 14 March 2017 in case 25/17.

([52]) The Norwegian authorities refer to paragraph 203 of the Authority's Guidelines on the notion of State aid as referred to in Article 61(1) of the EEA Agreement ('NoA'), in this regard and Commission Decision of 8.1.2016. State aid No SA.36019 – Belgium – Financing of road infrastructure in the vicinity of a real estate project – Uplace, paragraph 38.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **The presence of state aid**

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

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

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

5.1.1. *Measure 1 – the municipal loan*

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

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

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

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

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

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

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

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

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

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

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

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

5.1.2. *Measure 2 – the municipal guarantee*

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

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

5.1.3. *Measure 3 – the leasehold agreements*

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

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

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

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

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

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

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

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

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

5.1.6.1. Introduction

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.1.6.4. Limitation period

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

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

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

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

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

(a) Lease agreement 2007 – 2008;

(b) Lease agreement 2009 – 2010; and

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

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

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

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

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

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

([88]) Document No 849708.

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

5.1.7. *Conclusion – new vs. existing aid*

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

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

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

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

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

5.3. ***State resources***

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

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

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

5.4. ***Advantage***

5.4.1. *Introduction*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.4.5. *Measure 7 – financing of infrastructure costs*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.6. ***Selectivity***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Procedural requirements**

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

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

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

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

8. **Compatibility of any aid**

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

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

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

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

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

([134]) See section 4.7 above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Conclusion**

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

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

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

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

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

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

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

Done in Brussels, 16 April 2019.

For the EFTA Surveillance Authority

Bente ANGELL-HANSEN
President
Responsible College Member

Frank J. BÜCHEL
College Member

Högni KRISTJÁNSSON
College Member

Carsten ZATSCHLER
Countersigning as Director
Legal and Executive Affairs

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

V

(Objave)

UPRAVNI POSTOPKI

EVROPSKI URAD ZA IZBOR OSEBJA (EPSO)

Razpis javnega natečaja

(2019/C 177/05)

Evropski urad za izbor osebja (EPSO) organizira javni natečaj:

EPSO/AD/373/19 – UPRAVNI USLUŽBENCI (AD 5)

Razpis natečaja je objavljen v *Uradnem listu Evropske unije* C 177 A z dne 23. maja 2019 v 24 jezikovnih različicah.

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POSTOPKI V ZVEZI Z IZVAJANJEM POLITIKE KONKURENCE

EVROPSKA KOMISIJA

Predhodna priglasitev koncentracije

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

Zadeva, primerna za obravnavo po poenostavljenem postopku

(Besedilo velja za EGP)

(2019/C 177/06)

1. Komisija je 16. maja 2019 prejela priglasitev predlagane koncentracije v skladu s členom 4 Uredbe Sveta (ES) št. 139/2004 ([1]).

Ta priglasitev zadeva naslednji podjetji:

— RheinEnergie AG („RheinEnergie“, Nemčija),

— SPIE Deutschland & Zentraleuropa GmbH („SPIE“, Nemčija), ki pripada skupini SPIE Group (Francija).

Podjetji RheinEnergie in SPIE pridobita v smislu člena 3(1)(b) in člena 3(4) uredbe o združitvah skupni nadzor nad novoustanovljenim skupnim podjetjem TankE, ki bo zagotavljalo storitve v sektorju elektromobilnosti, zlasti nabavo in namestitev infrastrukture za polnjenje za vse vrste električnih vozil ter s tem povezane storitve svetovanja, poslovanja in upravljanja.

Koncentracija se izvede z nakupom delnic v novoustanovljeni družbi, ki je skupno podjetje.

2. Poslovne dejavnosti zadevnih podjetij so:

— za RheinEnergie: regionalno, vertikalno integrirano podjetje za oskrbo z energijo in vodo, ki ga posredno nadzira mesto Köln,

— za SPIE: ponudnik različnih tehničnih storitev za stavbe, instalacije in infrastrukturo. Skupina SPIE Group ponuja storitve v zvezi z mehaniko in elektrotehniko in upravljanjem tehnike ter informacijske in komunikacijske storitve.

3. Po predhodnem pregledu Komisija ugotavlja, da bi se za priglašeno koncentracijo lahko uporabljala uredba o združitvah. Vendar končna odločitev o tem še ni sprejeta.

V skladu z Obvestilom Komisije o poenostavljenem postopku obravnave določenih koncentracij na podlagi Uredbe Sveta (ES) št. 139/2004 ([2]) je treba opozoriti, da je ta zadeva primerna za obravnavo po postopku iz Obvestila.

4. Komisija zainteresirane tretje osebe poziva, naj ji predložijo morebitne pripombe glede predlagane transakcije.

Komisija mora pripombe prejeti najpozneje v 10 dneh po datumu te objave. Pri tem vedno navedite sklicno številko:

M.9323 – RheinEnergie/SPIE/TankE

([1]) UL L 24, 29.1.2004, str. 1 (uredba o združitvah).
([2]) UL C 366, 14.12.2013, str. 5.

Pripombe se lahko Komisiji pošljejo po elektronski pošti, po telefaksu ali po pošti. Pri tem uporabite spodnje kontaktne podatke:

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

Faks: +32 22964301

Poštni naslov:

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

Predhodna priglasitev koncentracije

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

Zadeva, primerna za obravnavo po poenostavljenem postopku

(Besedilo velja za EGP)

(2019/C 177/07)

1. Komisija je 8. maja 2019 prejela priglasitev predlagane koncentracije v skladu s členom 4 Uredbe Sveta (ES) št. 139/2004 ([1]).

Ta priglasitev zadeva naslednji podjetji:

— Platinum Equity Group (Združene države Amerike),

— Multi-Color Corporation (Združene države Amerike).

Platinum Equity Group („Platinum Equity“) pridobi v smislu člena 3(1)(b) uredbe o združitvah nadzor nad celotnim podjetjem Multi-Color Corporation („MCC“).

Koncentracija se izvede z nakupom delnic.

2. Poslovne dejavnosti zadevnih podjetij so:

— za Platinum Equity: združitve, prevzemi in upravljanje podjetij, ki strankam zagotavljajo storitve in rešitve v različnih panogah, vključno z informacijsko tehnologijo, telekomunikacijami, logistiko ter storitvami, proizvodnjo in distribucijo na področju kovin,

— za MCC: proizvodnja in dobava nalepk komercialnim strankam v različnih sektorjih, vključno na naslednjih področjih: izdelki za osebno rabo, hrana in pijača, zdravstveno varstvo, specialna področja, trajno potrošno blago ter vino in žgane pijače.

3. Po predhodnem pregledu Komisija ugotavlja, da bi se za priglašeno koncentracijo lahko uporabljala uredba o združitvah. Vendar končna odločitev o tem še ni sprejeta.

V skladu z Obvestilom Komisije o poenostavljenem postopku obravnave določenih koncentracij na podlagi Uredbe Sveta (ES) št. 139/2004 ([2]) je treba opozoriti, da je ta zadeva primerna za obravnavo po postopku iz Obvestila.

4. Komisija zainteresirane tretje osebe poziva, naj ji predložijo morebitne pripombe glede predlagane transakcije.

Komisija mora pripombe prejeti najpozneje v 10 dneh po datumu te objave. Pri tem vedno navedite sklicno številko:

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

Pripombe se lahko Komisiji pošljejo po elektronski pošti, po telefaksu ali po pošti. Pri tem uporabite spodnje kontaktne podatke:

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

Faks: +32 22964301

Poštni naslov:

European Commission
Directorate-General for Competition
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1049 Bruxelles/Brussel
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([1]) UL L 24, 29.1.2004, str. 1 (uredba o združitvah).
([2]) UL C 366, 14.12.2013, str. 5.

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