



## Decision of the European Ombudsman on complaint 1336/2003/IP against the European Commission

Decision

**Case 1336/2003/IP - Opened on 16/02/2004 - Decision on 16/11/2005**

On 1 July 2003, the complainant, who had completed her in-service traineeship with the Commission on 31 March 2003, started to work as a "call centre" operator in the Commission premises. She had been employed by the company Siemens ATEA, which had signed a contract with the Commission on 3 February 2003.

On 4 July 2003, the complainant was informed that, in accordance with point 19 of the Rules governing in-service training with the Commission of the European Communities, according to which "trainees cannot benefit from any form of contract with the Commission until one year after completing their in-service training", she could not continue her job as a "call centre" operator.

In her complaint, the complainant alleged unfairness by the Commission because it had taken the decision that she could not continue her job of "call centre" operator only after she had started it. Furthermore, she alleged that the rules invoked by the Commission should not apply to her case, since she had signed her contract with a company and not with the Commission. The complainant claimed that the Commission should pay her the equivalent of six months of salary, corresponding to the duration of the contract she had signed.

As a preliminary conclusion of his inquiries on the complainant's first allegation, the Ombudsman considered that the fact that the Commission had taken the relevant decision concerning the complainant after she had started her job as a "call centre" operator at DG ADMIN could constitute an instance of maladministration, since the Commission had not shown that it would have been impossible to carry out the examination of the complainant's dossier before she started her job on 1 July 2003. Regarding the complainant's second allegation, the Ombudsman considered that the application of the provision laid down in point 19 of the Rules in the complainant's case and the Commission's decision not to allow her to continue her job as a "call centre" operator could constitute an instance of maladministration.

The Ombudsman therefore took the view that it would indeed appear to be appropriate for the Commission to consider offering the complainant adequate compensation for the material loss she seemed to have suffered on account of the Commission's behaviour. In view of seeking a friendly solution between the parties, the Ombudsman proposed to the Commission to consider the possibility of offering the complainant adequate compensation.



In its reply, the Commission agreed with the Ombudsman's position that it would have been possible to take adequate measures in order to inform the complainant about the impossibility for her to start her job as a "call centre" operator before 1 July 2003. Regarding the Ombudsman's preliminary conclusion on the applicability of point 19 of the Rules in the complainant's case, the Commission stated that it could not share the view of the Ombudsman as to the possible maladministration on its part. However, and even if it should not be considered as a recognition of liability on its part, the Commission was ready to offer the complainant a sum of EUR 1 000 in the framework of the relevant procedure and in a spirit of conciliation.

By letter of 4 October 2005, the complainant informed the Ombudsman that she accepted the Commission's offer.

In view of the friendly solution that appeared to have been achieved by the Commission and the complainant, the Ombudsman decided to close the case.

Strasbourg, 16 November 2005

Dear Ms N.,

On 21 July 2003, you made a complaint to the European Ombudsman concerning the Commission's decision not to allow you to continue your job as a "call centre" operator at DG ADMIN.

On 16 February 2004, I forwarded the complaint to the President of the European Commission. The Commission sent its opinion on 13 May 2004. I forwarded it to you with an invitation to make observations, which you sent on 24 May 2004.

In order to pursue my inquiries, I considered that it was necessary to conduct further inquiries. On 8 December 2004, I therefore wrote to the Commission and asked it to comment on your observations by the end of January 2005. I received the Commission's reply on 24 February 2005 which I forwarded it to you on 2 March 2005 with an invitation to make observations, if you so wished. I received no observations from you.

On 24 June 2005, I wrote to the President of the European Commission in order to propose a friendly solution to your complaint. On the same date, I sent a copy of the letter of friendly solution to you, for your information. The European Commission sent its reply to the proposal on 22 September 2005. I forwarded it to you on 29 September 2005 with an invitation to submit your observations, which I received on 6 October 2005.

I am writing now to let you know the results of the inquiries that have been made.

#### THE COMPLAINT

According to the complainant, the relevant facts are as follows:

Between October 2002 and March 2003, the complainant was a trainee at the European Commission (translation services). According to the complainant, in June 2003, she signed a contract with the "Danny G. Larbouillat" company for a post of "call centre" operator at DG



ADMIN. She started her job on 1 July 2003. On 3 July 2003, she received a badge to enter the Commission's premises.

On 4 July 2003, the complainant was informed by the "Danny G. Larbouillat" company that she could not continue her job. DG ADMIN had in fact informed the company that, according to point 19 of the Rules governing in-service training with the Commission, *"trainees cannot benefit from any form of contract with the Commission until one year after completing their in-service training"*.

The complainant contacted the Commission which confirmed the decision taken by DG ADMIN.

In her complaint to the Ombudsman, the complainant alleged unfairness by the Commission because it had taken the decision that she could not continue her job of "call centre" operator after she had started it. Furthermore, she alleged that the rules invoked by the Commission should not apply to her case, since she had signed her contract with the "Danny G. Larbouillat" company and not with the Commission.

The complainant claimed that the Commission should pay her the equivalent of six months of salary, corresponding to the duration of the contract she had signed.

#### **THE INQUIRY The European Commission's opinion**

In its opinion on the complaint, the Commission made the following comments:

The complainant did an in-service traineeship with the Commission between 1 October 2002 and 31 March 2003. The complainant was then offered a contract as a "call centre" operator by the company Siemens ATEA, which had signed a contract with the Commission on 3 February 2003. The complainant started her job on 1 July 2003. However, after having checked her dossier, it emerged that the complainant had been a trainee at the Commission until the end of March 2003. In accordance with the relevant rules, the complainant could therefore not benefit from the contract. Siemens ATEA therefore rescinded the complainant's contract.

The relevant rules in the present case were contained in the Code of Conduct concerning the relationship between the Commission's services and certain categories of personnel of October 1994 and the Rules concerning in-service training with the Commission (Decision of the Commission of 7 July 1997, "the Rules").

According to the Code of Conduct, all proposals for the recruitment of personnel to which the so-called "three-year rule" applies, have to be accompanied by the "Outside staff recruitment" form, containing all the information needed to identify the person concerned. The Commission (DG ADMIN) carries out the necessary checks of the information contained in the relevant form before granting or refusing its authorisation for recruitment of the person in question. This rule applies also to the personnel of outside firms who work within the Commission's premises ("intra muros"). The verification of the dossier also includes the verification of conformity with point 19 of the Rules, according to which "trainees cannot benefit from any form of contract with the Commission until one year after completing their



in-service training". This rule prohibits all kinds of contractual relationship with the Commission within the period of one year after completing the in-service training and any contractual relationship which involves duties to be carried out within the Commission premises.

There are, however, some exceptions to these general rules. The first exception is laid down in paragraph 2 of point 19 of the Rules, which foresees that trainees may participate in any competition, selection or tender procedure organised by the Commission, provided that they meet the conditions and may be employed without delay if successful. The second exception was introduced by the Commission's decision of 30 October 2003 concerning the derogation from paragraph 1 of point 19 of the Rules in favour of trainees coming from those countries which were to join the European Union on 1 May 2004.

In the present case, the complainant had terminated her in-service training period with the Commission only three months before starting her job as a "call centre" operator. Since no exception could apply to her case, it was therefore impossible for her to continue her job.

The Commission further considered that when starting their in-service training, trainees are informed about the impossibility of working at the Commission until one year after completing it, and a copy of the relevant Rules is given to each trainee. The complainant was perfectly aware of these rules and she should not have signed the contract with Siemens ATEA.

As regards the contract signed between Siemens ATEA and the Commission on 3 February 2003, the latter stressed that, in accordance with the rules governing the execution of the contract, it could ask the company, at any moment, to replace an employee. In view of the complainant's situation, the Commission had asked Siemens ATEA to replace the complainant. Siemens ATEA did not object to the Commission's request. Taking into account the fact that the sole existing working relationship was between the complainant and Siemens ATEA, which was aware of the above-mentioned Rules, the complainant should have turned to Siemens ATEA.

As regards the fact that the complainant had been informed that she could not continue to carry out her job four days after she had started it, the Commission explained that for procedural reasons it could happen that the verification of the relevant dossier is carried out by the Commission's services after the person concerned has started his/her job. This was what had happened in the complainant's case.

#### **The complainant's observations**

In her observations, the complainant stressed that the English version of the Rules provides that "trainees cannot benefit from any form of contract with the Commission until one year after completing their in-service training", and not at the Commission, as the French version to which the Commission referred seemed to suggest.

#### **Further inquiries** Request for further information

In these circumstances, the Ombudsman considered that he needed further information in order to be able to pursue his inquiries into the present complaint. On 8 December 2004, he therefore wrote to the Commission, asking the institution to comment on the complainant's



observations and, more specifically, on the following points:

- The Ombudsman noted that there were certain discrepancies between the different linguistic versions of point 19 of the Rules. He therefore asked the Commission to explain on what basis it had interpreted the relevant rule in the sense that it does not only prohibit all kinds of contractual relationship with the Commission within the period of one year after completing the in-service training, but also all kinds of contractual relationship which involve work to be carried out on the Commission's premises.
- The Ombudsman noted that in its opinion, the Commission had not explained what the purpose of the relevant rule was. He therefore asked the institution to explain what purpose the relevant rule was to serve in its view.
- In her complaint, the complainant had stated that she had signed her contract of "call centre" operator with the company "Danny G. Larbouillat". In its opinion, the Commission had referred to Siemens ATEA as the complainant's employer. The Ombudsman asked the Commission to specify the relationship between the two companies.
- The Ombudsman finally drew the Commission's attention to the fact that, in her complaint, the complainant had submitted that she was aware of some cases in which former trainees had obtained contracts before the end of the one-year period after completing their in-service training.

The Commission's reply

In its reply to the Ombudsman's letter of 8 December 2004, the Commission made in summary the following comments:

As regards point 1), certain discrepancies existed between the different linguistic versions of point 19 of the Rules, namely the French version on the one hand and the English and the Italian versions on the other hand. Nevertheless, the point was not to establish which linguistic version should be considered *ipso facto* to have priority vis-à-vis the others. It was necessary, on the contrary, to understand the *ratio legis* and to identify the version that reflected the latter more appropriately, as established by the Court of Justice in its judgement in Case 6/74 *Moulijn v. Commission* (1). The intention of the legislator clearly emerged from the original version of the relevant rules which had been drafted in French.

Furthermore, if, from a legal point of view, the complainant did not have a professional relationship with the Commission, from a practical point of view, she was supposed to work for the Commission. If the Commission had not taken into account this aspect of the case, the consequence would have been an infringement of the existing rules. Apart from the exception introduced by the Commission's decision on 30 October 2003 in favour of trainees coming from candidate countries, the Commission had constantly and strictly applied the relevant rules.

As regards point 2), the purpose underpinning the rules, according to which trainees cannot benefit from any form of contract with the Commission until one year after completing their in-service training unless they have succeeded in an open competition, was to avoid the risk of giving the impression that a link might possibly exist between the traineeship and the opportunity to work with the Commission or for the Commission. Former trainees had to have no greater chances than any other potential applicant.



As regards point 3) of the Ombudsman's letter of 8 December 2004, Siemens ATEA had a contractual relationship with the institution for the provision of "call centre" services. In order to carry out its task, Siemens ATEA was allowed to explore different offers in the labour market and, if necessary, to use a subcontractor. In the present case, the Commission did not know who the employer of the complainant was. The Commission could only confirm that M. Danny Larbouillet whose name, according to the complainant, appeared on her contract, was indicated as the person responsible for the management of the contracts within Siemens ATEA.

As regards point 4) of the above-referred letter, the Commission was not aware of trainees who, without being covered by one of the exceptions foreseen by the relevant rules, obtained unpaid in-service contracts or auxiliary contracts before the end of the one-year period after completing their in-service training, as alleged by the complainant. The Commission further stressed that, in any case, the fact that the Commission's existing rules may not have been respected in specific cases could not be considered as a judicial precedent in favour of the complainant.

The Commission finally stated that it had always ensured a fair implementation of the relevant rules which had been correctly applied.

The Commission further informed the Ombudsman that it was drafting new rules governing traineeships within the Commission and that, in this context, it envisaged the possibility of eliminating the so-called "one-year rule", according to which "trainees cannot benefit from any form of contract with the Commission until one year after completing their in-service training". As a consequence, former trainees would have the opportunity to work for the Commission without the risk of violating the relevant rules.

The complainant's observations on the Commission's reply

No observations were received from the complainant.

#### THE OMBUDSMAN'S EFFORTS TO ACHIEVE A FRIENDLY SOLUTION

After careful consideration of the opinions and observations, the Ombudsman was not satisfied that the Commission had responded adequately to the complainant's allegations and claim. In accordance with Article 3 (5) of the Statute (2) , the Ombudsman therefore wrote to the President of the Commission to propose a friendly solution on the basis of the following analysis of the issues in dispute between the complainant and the Commission:

#### **1 Regarding the alleged unfairness by the Commission because it took the decision that the complainant could not continue her job of "call centre" operator after she had started it**

1.1 The complainant was a trainee at the European Commission (translation services) between October 2002 and March 2003. In June 2003 she signed a contract with the "Danny G. Larbouillet" company for a post of "call centre" operator at DG ADMIN. She started her job on 1 July 2003. However, on 4 July 2003, she was informed that she could not continue her job, given point 19 of the Rules, adopted by Decision of 7 July 1997, governing in-service training with the Commission of the European Communities ("the Rules") which established that "*trainees cannot benefit from any form of contract with the Commission until one year after completing their in-service training*".



The complainant alleged unfairness by the Commission because it had taken the decision that she could not continue her job of "call centre" operator only after she had started it.

1.2 In its opinion, the Commission explained that, in accordance with the Code of conduct concerning the relationship between the Commission's services and certain categories of personnel of October 1994, all proposals for the recruitment of personnel to which the so-called "three-year rule" applies had to be accompanied by the "Outside staff recruitment" form, containing all the information needed to identify the person concerned. The Commission (DG ADMIN) carried out the necessary checks of the information contained in the relevant form before granting or refusing its authorisation for the recruitment of the person in question. For procedural reasons it could happen that the verification of the relevant dossier was carried out by the Commission's services after the person concerned has started his/her job. This was what had happened in the complainant's case.

1.3 The Ombudsman took the view that the verification of the relevant dossier by the Commission's services should be carried out as soon as possible.

In the present case, the Ombudsman noted that the Commission had not shown that it would have been impossible to carry out the examination of the complainant's dossier before she started her job on 1 July 2003. He furthermore noted that the complainant had already received her badge (on 3 July 2003) to enter the Commission's premises before she had been informed that she could not continue her job (on 4 July 2003). The Ombudsman's preliminary conclusion as regards this aspect of the case was, therefore, that the fact that the Commission had taken the relevant decision concerning the complainant after she had started her job as a "call centre" operator at DG ADMIN could constitute an instance of maladministration.

## **2 Regarding the complainant's allegation that the rules invoked by the Commission do not apply to her case and the complainant's claim that the Commission should pay her the sum corresponding to the duration of the contract she had signed**

2.1 The complainant considered that the Commission's decision that she could not continue her job as a "call centre" operator at DG ADMIN had been based on rules (point 19 of the Rules) which did not apply to her case. She claimed that the Commission should pay her the equivalent of six months of salary, corresponding to the duration of the contract she had signed.

2.2 In its opinion, the Commission stressed that, in accordance with point 19 of the Rules, which established that *"trainees cannot benefit from any form of contract with the Commission until one year after completing their in-service training"*, not only all kinds of contractual relationship with the Commission within the period of one year after completing the in-service training were prohibited, but also any contractual relationship which involved work to be carried out on Commission premises. Since the complainant had terminated her in-service training period with the Commission only three months before starting her job as a "call centre" operator and since none of the exceptions foreseen by paragraph 2 of the same point 19 could apply to her case, it had therefore been impossible for the Commission to allow her to continue her job.



2.3 In her observations, the complainant stressed that the English version of the Rules referred to "any form of contract with the Commission", and not at the Commission, as the French version to which the Commission referred seemed to suggest.

2.4 In order to clarify this aspect of the case, the Ombudsman sent a request for further information to the Commission on 8 December 2004. In this letter, the Ombudsman stated that it appeared that there were certain discrepancies between the different linguistic versions of point 19 of the Rules.

The Ombudsman therefore asked the Commission to explain on which basis it had interpreted the relevant rule in the sense that point 19 did not only prohibit all kinds of contractual relationship with the Commission within the period of one year after completing the in-service training, but also all kinds of contractual relationship which involved work to be carried out on the Commission's premises. The Ombudsman also asked the Commission to explain what purpose the relevant rule was to serve in its view.

2.5 In its reply, the Commission explained that it accepted that certain discrepancies existed between the different linguistic versions of point 19 of the Rules, namely the French version on the one hand and the English and the Italian versions on the other. The Commission submitted, nevertheless, that the point was not to establish which linguistic version should be considered *ipso facto* to have priority vis-à-vis the others. In the Commission's view, it was necessary, on the contrary, to understand the *ratio legis*. The Commission argued that the intention of the legislator clearly emerged from the original version of the relevant rules which had been drafted in French.

According to the Commission, the purpose underpinning point 19 of the Rules was to avoid the risk of giving the impression that a link might possibly exist between the traineeship and the chance to have a job opportunity with the Commission or for the Commission. Former trainees had to have no greater chances than any other potential applicants.

2.6 The Ombudsman noted that the English version of point 19 of the Rules, according to which "[t]rainees cannot benefit from any contract with the Commission (...)", as well as the Italian one, according to which "[i]l tirocinante non può concludere alcun contratto con la Commissione (...)" appeared to support the complainant's interpretation of the Rules. The Ombudsman also took the view that the French text of the Rules did not unambiguously support the Commission's view.

In these circumstances, and as indicated by the Commission, it appeared necessary to consider the *ratio legis* of the relevant provision.

In this regard, the Ombudsman noted that the contract signed by the complainant for a job as a "call centre" operator was not with the Commission but with an external company which already had a contract with the Commission. He also noted that the complainant was to carry out her job at DG ADMIN, and thus in a service different from the one where she had made her in-service training (translation services). In the Ombudsman's view, the *ratio legis* of the relevant provision, as explained by the Commission, did therefore not appear to be





applicable in the present case.

2.7 Furthermore, the Ombudsman noted that the Commission itself granted exceptions from the relevant rule, namely in favour of trainees coming from those countries which were to join the European Union on 1 May 2004. On the basis of the explanations given by the Commission it was difficult to understand how this exception could be justified if the aim of the relevant provision was to avoid the risk of giving the impression that a link might possibly exist between the traineeship and the chance to have a job opportunity with the Commission.

2.8 The Ombudsman's provisional conclusion was, therefore, that the application of the provision laid down in point 19 of the Rules in the complainant's case and the Commission's decision not to allow her to continue her job as a "call centre" operator could constitute an instance of maladministration.

2.9 Besides, the Ombudsman noted that by its decision of 2 March 2005, the Commission had adopted new rules governing the official traineeship scheme of the European Commission. Among other changes, the relevant decision foresees that *"[a]lthough the absence of any link between the traineeship and access to the European civil service is maintained, it is proposed to abolish the rule by which trainees may not benefit from any contract with the Commission before a period of one year from the end of the traineeship. This is to guarantee an equality of treatment between trainees and all other persons applying to the Commission"*.

2.10 In her complaint, the complainant claimed that the Commission should pay her the equivalent of six months of salary, corresponding to the duration of the contract she had signed.

2.11 In light of the preliminary conclusion reached in point 2.8 above, the Ombudsman took the view that it would indeed appear to be appropriate for the Commission to consider offering the complainant adequate compensation for the material loss she seemed to have suffered on account of the Commission's behaviour.

#### **The proposal for a friendly solution**

The friendly solution proposed by the Ombudsman consisted in the Commission considering the possibility of offering the complainant adequate compensation.

#### **The European Commission's reply**

Regarding the Ombudsman's preliminary conclusion that in the complainant's case the institution did not show that it would have been impossible to carry out the examination of the complainant's dossier before she started her job on 1 July 2004, the Commission agreed with the Ombudsman's position and confirmed that it would have been possible to take adequate measures in order to inform the complainant about the impossibility for her to start her job as a "call centre" operator before 1 July 2004.

Regarding the Ombudsman's preliminary conclusion on the applicability of point 19 of the Rules in the complainant's case, the Commission stressed that the purpose of this rule and its restrictive application were based on the need to avoid the perception of privileging for former trainees who could take advantage of their previous links with the Commission.



Regarding the exceptions in favour of trainees coming from those countries which were to join the European Union on 1 May 2004, the Commission recalled that they had been temporary measures, based on the need to recruit, within a short delay, individuals from candidate countries to benefit from their experience during the EU enlargement process. Furthermore, contrary to what had been done in the past for the recruitment of auxiliary agents among nationals of one of the 15 EU Member States, the recruitment of auxiliary agents from candidate countries had been based on a call for expressions of interest published on the European Personnel Selection Office (EPSO) website.

The Commission stated that it could therefore not share the view of the Ombudsman on the possible maladministration on its part concerning the applicability of point 19 of the Rules in the complainant's case. It furthermore added that the relevant legislation had been brought to the attention of the complainant when she had started her traineeship and that she had therefore been aware of it.

However, the Commission stated that, even if it should not be considered as a recognition of liability on its part, it was ready to offer the complainant a sum of EUR 1 000 in the framework of the present procedure and in a spirit of conciliation.

#### **The complainant's observations**

In her letter of 4 October 2005, the complainant, who took note of the fact that the Commission had in the meantime (on 2 March 2005) adopted new rules governing internal traineeships and that the so-called one-year rule had been eliminated, informed the Ombudsman that she accepted the offer made by the Commission.

#### **THE DECISION 1 The complainant's allegations and claim**

1.1 The complainant, who had done an in-service traineeship with the Commission between 1 October 2002 and 31 March 2003, was then offered a contract as a "call centre" operator by the company Siemens ATEA, which had signed a contract with the Commission on 3 February 2003. The complainant started her job on 1 July 2003. However, on 4 July 2003, the complainant was informed that, in accordance with the relevant rules, she could not continue her job as a "call centre" operator. In order to justify its position, the Commission referred to point 19 of the Rules governing in-service training with the Commission of the European Communities, according to which "trainees cannot benefit from any form of contract with the Commission until one year after completing their in-service training".

In her complaint, the complainant alleged unfairness by the Commission because it had taken the decision that she could not continue her job of "call centre" operator only after she had started it. Furthermore, she alleged that the rules invoked by the Commission should not apply to her case, since she had signed her contract with a company and not with the Commission.

The complainant claimed that the Commission should pay her the equivalent of six months of salary, corresponding to the duration of the contract she had signed.

1.2 After careful consideration of the Commission's opinions and the complainant's observations, the Ombudsman was not satisfied that the Commission had responded



adequately to the complainant's allegations and claim.

1.3 As regards the complainant's first allegation, the Ombudsman noted that the Commission had not shown that it would have been impossible to carry out the examination of the complainant's dossier before she started her job on 1 July 2003. His preliminary conclusion was therefore that the fact that the Commission had taken the relevant decision concerning the complainant after she had started her job as a "call centre" operator at DG ADMIN could constitute an instance of maladministration.

1.4 As regards the complainant's second allegation, the Ombudsman noted that the contract signed by the complainant for a job as a "call centre" operator was not with the Commission but with an external company which already had a contract with the Commission. He also noted that the complainant was to carry out her job at DG ADMIN, and thus in a service different from the one where she had made her in-service training (translation services). In the Ombudsman's view, the *ratio legis* of the relevant provision, as explained by the Commission, did not therefore appear to be applicable in the present case. His preliminary conclusion was thus that the application of the provision laid down in point 19 of the Rules in the complainant's case and the Commission's decision not to allow her to continue her job as a "call centre" operator could constitute an instance of maladministration.

1.5 The Ombudsman therefore took the view that it would indeed appear to be appropriate for the Commission to consider offering the complainant adequate compensation for the material loss she seemed to have suffered on account of the Commission's behaviour.

1.6 In light of his preliminary conclusions, the Ombudsman wrote to the President of the European Commission on 24 June 2005, proposing a friendly solution by which the Commission would consider the possibility of offering the complainant adequate compensation.

1.7 In its reply, the Commission agreed with the Ombudsman's position that it would have been possible to take adequate measures in order to inform the complainant about the impossibility for her to start her job as a "call centre" operator before 1 July 2003.

Regarding the Ombudsman's preliminary conclusion on the applicability of point 19 of the Rules in the complainant's case, the Commission stated that it could not share the view of the Ombudsman as to the possible maladministration on its part.

However, the Commission stated that, even if it should not be considered as a recognition of liability on its part, it was ready to offer the complainant a sum of EUR 1 000 in the framework of the present procedure and in a spirit of conciliation.

1.8 By letter of 4 October 2005, the complainant informed the Ombudsman that she accepted the Commission's offer.

### **Conclusion**

Following the Ombudsman's initiative, it appears that a friendly solution to the complaint has been achieved. The Ombudsman therefore closes the case.



The President of the European Commission will also be informed of this decision.

Yours sincerely,

P. Nikiforos DIAMANDOUROS

(1) Judgment of the Court (Second Chamber) of 21 November 1974. *Johannes Moulijn v Commission of the European Communities* . ECR 1974, Page 1287.

(2) Decision 94/262 of 9 March 1994 of the European Parliament on the Regulations and General Conditions Governing the Performance of the Ombudsman's Duties, OJ 1994 L 113, p. 15.