

## Decision of the European Ombudsman on complaint 2124/2003/ADB against the European Commission

Decision

**Case 2124/2003/ADB - Opened on 12/12/2003 - Decision on 16/06/2004**

A German national, complained on behalf of IBC SOLAR AG. The latter was a party to a joint venture called CIESMA (Centre International d'Energie Solaire Morocco-Allemand), which was the beneficiary of a grant awarded in May 1998 by the European Commission in the framework of the ECIP facility 4 programme. The grant amounted to EUR 75,626. CIESMA had already received EUR 37,813. The complainant alleged that despite repeated contacts with the Commission and although all supporting documents had been sent in August 2001, by November 2003 the outstanding amount had still not been paid to CIESMA.

The complainant claimed the payment of the outstanding amount.

The Commission informed the Ombudsman that the ECIP programme was a financial instrument made available and managed by the Commission in a decentralised way through a network of financial institutions. In the framework of this programme the Commission had signed a contract with a German bank which in turn had signed a contract with CIESMA. The contractor was supposed to make the second payment foreseen by the contract with CIESMA further to the verification and acceptance by the Commission of the final report for the project. In June 2003, after its acceptance of the final report, the Commission informed the German bank that the payment should be made. Further contacts took place in July 2003 and October 2003. In November 2003, the bank informed the Commission that the final payment would be made. The final payment was made by the contractor on 5 December 2003. The Commission did not understand why the contractor did not make the payment further to the Commission's instructions of 19 June 2003.

The complainant declared that the case had been settled to his full satisfaction. The Ombudsman therefore considered that the European Commission had taken steps to settle the matter and closed the case.

Strasbourg, 16 June 2004

Dear Mr O.,

On 10 November 2003, you made a complaint to the European Ombudsman concerning the Commission's alleged failure to pay an outstanding grant awarded in the framework of the



European Community Investment Partners (ECIP) facility 4 programme.

On 12 December 2003, I forwarded the complaint to the President of the European Commission. The European Commission sent its opinion on 15 March 2003. I forwarded it to you with an invitation to make observations, which you sent on 5 May 2004.

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

## THE COMPLAINT

The complainant, a German national, complained on behalf of IBC SOLAR AG. The latter was a party to a joint venture called CIESMA (Centre International d'Energie Solaire Morocco-Allemand), which was the beneficiary of a grant awarded on 8 May 1998 by the European Commission in the framework of the ECIP facility 4 programme. The grant amounted to 75,626 €. CIESMA had already received 37,813 €. The complainant alleged that despite repeated contacts with the Commission and despite the fact that all supporting documents had already been sent to the Commission on 20 August 2001, the outstanding amount had still not been paid to CIESMA.

On 5 November 2003, the complainant therefore complained to the European Ombudsman and claimed that the Commission should pay the outstanding amount.

## THE INQUIRY

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

The opinion of the Commission on the complaint was in summary the following:

The ECIP was a financial instrument made available and managed by the Commission in a decentralised way through a network of financial institutions. In the framework of this programme the Commission had signed a contract with the *Landesbank Nordrhein-Westfalen Investitions-Bank* (the contractor) which in turn had signed a contract with CIESMA.

The contractor was supposed to make the second payment foreseen by the contract with CIESMA further to the verification and acceptance by the Commission of the final report for the project. The Commission gave a first positive answer as to the final payment on 19 June 2003. Since the contractor did not react, the Commission contacted the contractor again on 25 July 2003 and 9 October 2003. On 10 November 2003, the contractor informed the Commission that the final payment would be made. The final payment was made by the contractor on 5 December 2003.

The Commission does not understand why the contractor did not make the payment further to the Commission's instructions of 19 June 2003. The Commission considers that no maladministration by the Commission has taken place.

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



On 5 May 2004, the complainant thanked the Ombudsman for his efforts and expressed the view that the European Commission had taken the steps to ensure that the outstanding amount was paid and had thereby settled the matter to his full satisfaction.

## **THE DECISION**

### **1 Alleged failure to pay the outstanding amount of a grant**

1.1 The complainant alleged that the Commission had failed to pay the outstanding amount of a grant.

1.2 The Commission argued that it had authorised the payment on 19 June 2003 and that it failed to understand why the contractor in charge of making the payment had delayed it until 5 December 2003.

1.3 The Ombudsman's services were informed by the complainant that the outstanding amount had been paid and that the case had been settled to his full satisfaction by the European Commission.

### **2 Conclusion**

It appears from the European Commission's opinion and the complainant's observations that the European Commission has taken steps to settle the matter and has thereby satisfied the complainant. The Ombudsman therefore closes the case.

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

Yours sincerely,

P. Nikiforos DIAMANDOUROS