

## Draft recommendation to the European Commission in complaint 1689/2000/GG

Recommendation

**Case 1689/2000/GG - Opened on 17/01/2001 - Recommendation on 07/02/2002 -  
Decision on 29/05/2002**

(Made in accordance with Article 3 (6) of the Statute of the European Ombudsman (1) ) THE COMPLAINT

The complaint was submitted by International Capital Partnerships in December 2000. According to the complainant, the facts underlying its complaint are as follows:

On 17 June 1999, the unit in charge of Portugal at the European Commission's Directorate-General XVI (Regional Policy and Cohesion) invited Mr G., a director of the complainant, a UK consultancy firm, to take part in a seminar in Portugal. This seminar was meant to serve for the discussion of the realisation of infrastructures through partnerships between the public and the private sector ("PPP"). The complainant was informed that the seminar was to be organised by DG XVI in collaboration with the Portuguese authorities and that the Commission's official responsible for the preparation of the seminar would be Mrs. Filomena Carvalho.

In a fax to Mr G. dated 29 June 1999, Mrs Carvalho pointed out that the complexity of PPP financial arrangements and the subsequent difficulty to appraise PPP projects from the EU structural intervention's perspective led to the need "to develop the basis of a practical guide for assessing PPP projects for the use of desk officers." This guide "should identify the main elements of a PPP project that deserve a special assessment (either in definition, assessment and implementation phases) and suggest tools and methods to conduct this appraisal." Mrs Carvalho continued by saying that she "should like to propose that the budget for the seminar provide for a final report where you bring together the different contributions of the participants in the Conference in a coherent document. This would later be used by desk officers at DG XVI." She concluded by asking Mr G. to let her know whether he accepted the proposal and to indicate the estimated cost.

In his reply of 30 June 1999, Mr G. confirmed that he was ready to prepare a "final report bringing together the Conference contributions" for a price of about 3 000 €. According to the complainant, Mrs Carvalho subsequently confirmed by telephone that Mr G. could proceed at the indicated cost.



The seminar was held in Portugal on 16 July 1999. On 26 July 1999, DG XVI forwarded most of the contributions made at that seminar to Mr G., noting that this had been agreed and so as to allow Mr G. to proceed with his work ("[c]omme convenu et pour vous permettre d'avancer vos travaux"). A further contribution was forwarded on 5 August 1999. On this basis, Mr G. prepared a draft summary of the contributions made at the seminar which he submitted to DG XVI on 16 August 1999. The Commission thanked Mr G. in a letter of 31 August 1999 and announced that it would forward its comments on the document in due course. On the same occasion, the Commission forwarded three further documents that had not yet been available on 26 July 1999 so as to enable Mr G. to finalise the summary ("pour vous permettre de finaliser le texte du sommaire"). According to the complainant, the draft summary was accepted by the Commission at a meeting in Brussels with Mrs Carvalho and a colleague of hers on 13 October 1999 after some changes had been made to it. Mr Bezançon who was present at this meeting would be able to confirm this. At this meeting, and still according to the complainant, there was also talk of developing a guide or manual. A further meeting was held on 25 November 1999 with Mrs Carvalho and the person who was to be in charge of the guide at the Commission. In a letter sent on 2 December 1999, the complainant offered to prepare such a guide for a fee of 12 000 €. According to the complainant, however, it was later informed that this plan would not be pursued for the time being.

On 26 October 1999, the complainant sent a letter to the Commission which noted that three copies of the amended version of the summary were enclosed and which asked the Commission to indicate to whom and how the invoice for this document was to be sent. According to the complainant, the Commission thereupon referred it to a Mrs Sequeira from a Portuguese Ministry. The complainant thus sent an invoice over 3000 € to this person on 3 December 1999. In the absence of a reply, the complainant sent a reminder on 7 February 2000. In a letter dated 8 February 2000, Mrs Sequeira explained that the complainant had not submitted the PPP manual for which a sum of 3 000 € was to be paid and that she had written to Mrs Carvalho in order to receive clarifications.

On 22 May 2000 and on 11 September 2000, the complainant sent reminders to Mrs Carvalho. According to the complainant, Mrs Carvalho informed Mr G. on the occasion of a subsequent telephone conversation that she had given Mrs Sequeira the 'green light' for making the payment. However, when the complainant wrote to Mrs Sequeira again, the latter replied on 17 November 2000 that payment of the 3 000 € was dependent upon receipt of the PPP manual for which this sum had been earmarked.

Further contacts with Mrs Carvalho were unsuccessful. The complainant thus turned to the Ombudsman. In substance, the complainant made the following allegations:

- The Commission failed to pay the fee of 3000 € that had been agreed for the preparation of the summary
- The Commission should have paid a reasonable sum to compensate for the late payment and the time and effort that the complainant had to spend trying to pursue its claim



The complainant also asked for a written apology from the officials concerned.

#### THE INQUIRY

The complaint was sent to the Commission for its comments.

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

In its opinion, the Commission made the following comments:

The Commission had decided to co-finance a conference on PPP in Lisbon on 16 July 1999 with a grant of 75 % of the total cost, up to 24 537 €, to the Portuguese Ministry for Equipment, Territorial Planning and Administration. Under the grant agreement, the conference was to be organised under the responsibility of the Portuguese authorities.

Mr G. had been invited to estimate the cost of preparing a final report based on the various contributions of the participants at the conference. As stated in the fax of 29 June 1999, it was intended that the report could later be used by desk-officers in DG XVI. It should identify the main elements of a PPP project that required special assessment (whether in the definition, assessment and implementation phases) and suggest tools and methods to conduct this appraisal.

Mr G. had declared himself willing to undertake this work for the amount of 3 000 € and pointed out the need to discuss the form of the report (cf. fax by Mr G. of 30 June 1999). The Commission never accepted this offer, but informed Mr G. (during a telephone conversation in July 1999 (2) ) of the need to discuss the terms of the report with the Portuguese authorities. The Commission had proposed that an amount of approximately 3 000 € of the total budget for the conference should be earmarked for the report. This proposal was accepted by the parties to the grant agreement, as shown in the budget specification. Consequently, the Portuguese authorities had 3 000 € available to pay for this work.

The subcontracting of the work required, as Mr G. must have known, the conclusion of a service contract specifying, inter alia, the contents of the final report and the date of delivery. Such a contract was, of necessity, to be concluded between the beneficiary holding the funds (i.e. the Portuguese authorities) and the service provider. To the Commission's knowledge, no contract had been concluded between Mr G. and the Portuguese authorities.

The draft summary had never been accepted by either the Commission or the Portuguese authorities as a final report that could serve as a basis for a practical guide on the assessment of PPP projects. On the contrary, the Commission took the view (and had expressed this view several times to Mr G. on the phone) that this paper alone was of no value to the Commission or the member state. The final report had been the only document discussed between Mr G. and the Commission.

The Portuguese authorities' refusal to pay until the final report was delivered was in accordance with sound management of Community funding. The Commission did however not wish to prejudge its final decision since it was for the Portuguese authorities alone to



decide whether any compensation could be awarded for the draft summary. A solution thus had to be found with the Portuguese authorities. The Commission had written to the Portuguese authorities to see whether they would make a payment to Mr G..

The document referred to by the Commission as the 'budget specification' was drafted in Portuguese and included an amount of 2 993 € for a "manual".

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

In its observations, the complainant maintained its complaint and made the following submissions:

The wording of the Commission's fax of 29 June 1999 was clear in that a final report on the conference would form a basis for a guide, but would not be the guide as such. The Commission had indeed accepted the complainant's offer to prepare a final report. The complainant had not been informed that the work required the conclusion of a service contract with the Portuguese authorities. The Commission had accepted the draft report at a meeting in October 1999. Dr. Bezaçon, France's foremost expert on PPP, who was present at that meeting would be able to confirm this.

The complainant insisted that the Commission should act in good faith and honour its contractual obligations.

### THE OMBUDSMAN'S EFFORTS TO ACHIEVE A FRIENDLY SOLUTION **The Ombudsman's analysis of the issues in dispute**

After careful consideration of the opinion and observations, the Ombudsman was not satisfied that the Commission had responded adequately to the complainant's claims.

The Ombudsman's provisional conclusion was that the Commission's failure to ensure that the complainant was paid the amount that had been agreed for the preparation of the summary could be an instance of maladministration.

### **The possibility of a friendly solution** *The Ombudsman's proposal for a friendly solution*

On 31 July 2001, the Ombudsman submitted a proposal for a friendly solution to the Commission. In his letter, the Ombudsman suggested that the Commission should consider ensuring that the complainant was paid the sum that had been agreed for the preparation of the summary of the contributions made at the conference in Lisbon on 16 July 1999, and that the Commission should further consider indemnifying the complainant for the delay that had occurred and for the time and effort that the complainant had to sacrifice in trying to pursue its claim, so as to facilitate a friendly solution.

On 13 August 2001, the complainant forwarded to the Ombudsman a copy of a letter it had addressed to the Commission the same day. In this letter, the complainant claimed that a further 2 350 € should be paid to it on account of the time and effort it had had to spend pursuing its claim.

### *The Commission's reply*

In its reply of 31 October 2001, the Commission made the following comments:

The conference of 16 July 1999 had been organised by the Portuguese authorities and



co-financed by the Commission. The final report had been part of the co-finance. The preparation of a document related to the conference (the said report) was included as one of the lots of the budget specification attached to the letter granting the EU aid to the Portuguese authorities to which an amount of 2 993 € was attributed.

This way of co-operation between the national authorities and the Commission was the usual way of carrying out such projects. It was true that the Commission services, in the spirit of partnership with the authorities, usually actively participated and sometimes also got in direct touch with third persons who are also involved in carrying out the project. However, it was evident that the final responsibility lay with the national authorities. Any binding legal contracts had to be concluded by these persons with these authorities directly. The complainant, having worked with the Commission in the past and being informed about the role of the Commission in such projects, had been aware of this from the very beginning.

The fact that also in this case the services of the Commission had got in direct touch with Mr G. did not put into question that the Portuguese authorities were responsible for the project. The Commission had transmitted Mr G.'s proposal of 30 June 1999 to the Portuguese authorities and informed Mr G. thereof, inviting him to get in direct touch with the Portuguese authorities. On the basis of this exchange of letters, it was evident that there was no contract agreed by the Commission and Mr G..

By a letter of 5 July 1999, the Portuguese authorities (Mrs Sequeira) had then officially invited Mr G.. He had been well aware that he would be a guest of the Portuguese authorities. During the seminar, the Commission had assisted at a meeting between the Portuguese authorities and Mr G. concerning the report to be drafted. Mrs Sequeira had outlined what she expected from this work.

It was correct that after the conference Mr G. had passed his papers to the Commission. However, this had been agreed explicitly with Mr G. himself (as stated in the fax of 26 July 1999 - "comme convenu") in order to speed up the gathering of contributions sent in by foreign speakers to the seminar.

Furthermore, the Commission had never accepted the report, as wrongly pretended by Mr G.. Following a request from Mr G., the Commission had met him on 13 October 1999. The subject had rather been the intention to draft a manual related to the theme of the seminar. At that occasion again, the representatives of the Commission had unequivocally referred Mr G. to the Portuguese authorities with regard to the draft report.

Although the Commission had never accepted the report, it had, in the spirit of partnership, discussed the issue with the Portuguese authorities. The Commission had continuously informed Mr G. about its own appraisal and the said contacts with the authorities. However, the Commission had at these occasions pointed out that the final responsibility to judge upon the quality of the report lay with the Portuguese authorities.



The Portuguese authorities had now indicated to the Commission that, further to their appraisal of the quality of the report delivered by Mr G., they were prepared to pay a large part of the amount initially foreseen (i.e. 1 600 €). The Commission was legally not enabled either to put this position into question nor to take a final decision on its own as regards the quality of the work. It rather took note of this position and was ready to co-finance the expenditure as foreseen in its grant decision, including the Commission's share of the said 1 600 €, (i.e., 1 200 €).

The Commission therefore considered the proposed payment of 1 600 € as a 'friendly solution' to the present complaint.

*The complainant's observations*

In its observations sent on 19 December 2001, the complainant took the view that the Commission sought to put forward an interpretation that flew in the face of the documented exchanges and plain common sense. The complainant announced that if the Commission should fail to meet its demands, it would wish to claim a further amount of around 4 500 € to cover the time and cost involved in the meetings with the Commission of October and November 1999 and the proposals it had subsequently developed.

The complainant made the following further comments:

The Commission's letter of 17 June 1999 had made clear that the Commission intended to organise the conference in collaboration with the Portuguese authorities. Mrs Carvalho had been identified as the official who was organising the conference. The fax from Mrs Carvalho of 29 June 1999 clearly set out a proposal and could in no way be construed as an invitation to contact anonymous Portuguese authorities with a view to settling a contract, particularly in view of the fact that the eventual guide was for the use of desk officers of DG XVI. Neither the complainant nor Mr G. had ever worked directly for the Commission. The complainant had only helped to provide a seminar to Commission officials in Brussels when sub-contracted by CSES which had the direct contractual relationship.

The letter that the Portuguese authorities had allegedly sent on 5 July 1999 had not been received. The arrangements for the conference had been communicated by the Commission on 12 July 1999. No formal meeting had taken place during the seminar, and Mr G. was unaware that he might have met Mrs Sequeira. Informal discussions may have taken place, but as the complainant had been informed that the guide was to be used by Commission officials, Mr G. may not have paid too much attention to the views of an unnamed official in the host country. The name of Mrs Sequeira had first been mentioned at the meeting on 25 November 1999, and only as the official to whom the invoice for the compte rendu was to be sent.

At the meeting of 13 October 1999 with Mrs Carvalho that was also attended by Mr Bezançon, Mr G. had been told that the draft had been accepted and that the discussions would now concentrate on the shape and content of the future guide.

Nearly every step of its account was backed up by correspondence and witnesses. The



Commission's allegations were not supported by correspondence.

*The letter from Mr Bezaçon*

On 16 January 2002, the complainant forwarded to the Ombudsman a letter from Mr Bezaçon dated 21 December 2001. According to the complainant, Mr Bezaçon was the Director-General of the French contractors association, had particular expertise in the field of PPP, had advised the Commission and had also been a contributor to the conference in 1999.

In his letter, Mr Bezaçon stressed that there had been no doubt that the guidelines were to be distinguished from the report on the conference in Lisbon that the complainant had prepared. He further noted that at the meeting with the Commission of October 1999, it had been clearly indicated that the report was in conformity with the Commission's expectations.

*The Ombudsman's appraisal*

In these circumstances, the Ombudsman considers that a friendly solution has not been achieved.

**THE DECISION 1 Refusal to pay the fee of 3 000 € for the summary**

1.1 The complainant, a UK consultancy firm, claims that the Commission ought to pay it a fee of 3 000 € that was agreed for the preparation, by its director Mr G., of a summary of the contributions of the participants of a seminar on the realisation of infrastructures through partnerships between the public and the private sector ("PPP"). This seminar was organised by the Commission and the Portuguese authorities and was held in Lisbon on 16 July 1999.

1.2 The Commission takes the view that it never accepted the complainant's offer to prepare such a report but informed Mr G. of the need to discuss the terms of the report with the Portuguese authorities. However, to the Commission's knowledge, no contract has been concluded between Mr G. and the Portuguese authorities. The Commission further claims that the draft summary submitted by the complainant has never been accepted by either itself or the Portuguese authorities as a final report that could serve as a basis for a practical guide on the assessment of PPP projects. It states that it told Mr G. several times on the phone that this paper alone was of no use to the Commission or the member state.

1.3 The complainant's view that the Commission ought to pay it the sum of 3 000 € is based on the assumption that a contract for the preparation of the summary was concluded between the Commission and itself.

1.4 According to Article 195 of the EC Treaty, the European Ombudsman is empowered to receive complaints "concerning instances of maladministration in the activities of the Community institutions or bodies". The Ombudsman considers that maladministration occurs when a public body fails to act in accordance with a rule or principle binding upon it (3). Maladministration may thus also be found when the fulfilment of obligations arising from contracts concluded by the institutions or bodies of the Communities is concerned.

1.5 However, the Ombudsman considers that the scope of the review that he can carry out





in such cases is necessarily limited. In particular, the Ombudsman is of the view that he should not seek to determine whether there has been a breach of contract by either party, if the matter is in dispute. This question could be dealt with effectively only by a court of competent jurisdiction, which would have the possibility to hear the arguments of the parties concerning the relevant national law and to evaluate conflicting evidence on any disputed issues of fact.

1.6 The Ombudsman therefore takes the view that in cases concerning contractual disputes it is justified to limit his inquiry to examining whether the Community institution or body has provided him with a coherent and reasonable account of the legal basis for its actions and why it believes that its view of the contractual position is justified. If that is the case, the Ombudsman will conclude that his inquiry has not revealed an instance of maladministration. This conclusion will not affect the right of the parties to have their contractual dispute examined and authoritatively settled by a court of competent jurisdiction.

1.7 In the present case, the Commission appears to put forward two main arguments, namely (a) that it did not accept the complainant's offer to prepare a summary and (b) that in any event the document prepared by the complainant was not satisfactory and had therefore not been accepted.

1.8 In its fax of 29 June 1999, the Commission asked Mr G. whether he was ready to prepare a summary of the contributions made at the seminar to be held on 16 July 1999 and what the estimated cost would be. On 30 June 1999, Mr G. confirmed his readiness to prepare such a document and indicated a price of about 3 000 €. There is no document that would conclusively show that the Commission entered into a contract for the preparation of a report with Mr G. or the complainant along these lines. However, there are several facts which point in that direction. First, the 'budget specification' for the seminar submitted by the Commission does indeed include an amount of approximately 3 000 € (2 993 €) for the preparation of a document in relation to this seminar. The document submitted to the Ombudsman is a copy of a fax that bears the date of 6 July 1999, i.e. shortly after the complainant had indicated the price to be charged for such a summary. Second, the Commission sent the contributions made at the seminar to the complainant in late July and August 1999 in order to allow the complainant to prepare the summary. The wording of at least one of these cover letters refers to an agreement that had been reached (cf. the letter of 26 July 1999 - "[c]omme convenu et pour vous permettre d'avancer vos travaux"). The Commission itself, in its reply to the Ombudsman's proposal for a friendly solution, accepts that it entered into an agreement with Mr G. or the complainant, although it argues that this agreement concerned only a formal aspect. Third, when the complainant sent its draft summary to DG XVI on 16 August 1999, the Commission replied that it would comment on this document and forwarded three further documents that should be taken account of in the summary. This behaviour would be hard to understand if there was no contract between the Commission and the complainant. On the contrary, if the quality of the work was indeed to be judged exclusively by the Portuguese authorities, the text ought to have been sent to them. Fourth, there is no





evidence to support the Commission's claim that it informed the complainant that it should turn to the Portuguese authorities, or that it needed to conclude a contract with the latter. Even in its reply to the Ombudsman's proposal for a friendly solution, the Commission has not provided any evidence in writing to support its claim. All the complainant's correspondence is addressed to the Commission, and the letters from the Commission to the complainant do not mention the advice that had allegedly been given to the latter. Fifth, the complainant challenges the Commission's claim that it ought to have known, from its previous work for the Commission, that legally binding contracts could only be concluded by the national authorities. The Ombudsman notes that the Commission has not produced any evidence to support its allegation. Furthermore, the Commission's fax of 29 June 1999 notes that the report to be prepared was to be used "by desk officers at DG XVI". In view of this, the complainant could not be expected to assume that a contract for work that was to benefit the Commission itself should have to be concluded by it with the Portuguese authorities. Finally, the complainant claims that he was told at a meeting between himself and DG XVI on 13 October 1999 that the report had been accepted and that Mr Bezaçon (who also took part in this meeting) would be able to confirm this. The complainant has now submitted a letter from Mr Bezaçon in which this person indeed confirms the complainant's account. The Commission claims that it never accepted the report submitted by the complainant. It should also be taken into account, however, that on 26 October 1999, i.e. shortly after that meeting, Mr G. sent "three clean copies of the 'compte rendu' of the Lisbon conference" to Mrs Carvalho and asked to be told to whom he should send the invoice. If the Commission had in effect not accepted the report by the complainant and if this had to be left to the Portuguese authorities, one would have expected the Commission to inform the complainant accordingly at this stage. However, no such letter appears to have been written. On the contrary, in its letter to Mrs Sequeira of 3 December 1999, the complainant noted that it had been informed by Mrs Carvalho that she held the funds to cover the costs of the seminar and that it therefore enclosed the fee note for the summary "that has been presented to and accepted by Mme Carvalho in Brussels".

1.9 In the light of these considerations, the Ombudsman takes the view that the complainant's claim that there was an agreement between itself and the Commission according to which the complainant should prepare a summary of the contributions presented at the conference held in Lisbon appears plausible. The Ombudsman further considers that the Commission has been unable to provide him with a coherent and reasonable account of the legal basis for its actions and why it believes that its view of the contractual position is justified.

1.10 The Commission's second main argument is that in any event the document prepared by the complainant was not satisfactory. This is based on the assumption that the complainant was obliged to produce a document that should identify the main elements of a PPP project that required special assessment (whether in the definition, assessment and implementation phases) and suggest tools and methods to conduct this appraisal. The requirement on which the Commission here relies is quoted (virtually literally) from the Commission's fax of 29 June 1999. However, this letter clearly distinguishes between the



guide to be produced ultimately and the *summary* of the contributions made at the seminar. The above-mentioned requirement applies to the guide, not the summary. The only indication that what the Commission wished to obtain was a guide and not a summary might be seen in the fact that the 'budget specification' allocated the sum of 3 000 € to a 'manual' (see point 1.8 above). However, there appears to be nothing to suggest that the complainant knew or ought to have known of this document and its possible significance. Furthermore, the Commission's letter to the complainant of 31 August 1999 clearly referred to a summary, not a manual (4). The Commission has submitted a copy of the summary prepared by the complainant. At first sight, this document appears to conform to the standards set for *this* document in the fax of 29 June 1999. The complainant has provided a detailed account of how the document was drafted by it, submitted to, discussed with and finally approved by the Commission. The Commission has not provided any documentary evidence to contradict this account. If the Commission had indeed informed the complainant "several times" by telephone that the document was of no use to it, it appears difficult to understand why it failed to confirm this view in writing, at the latest when it received the final version of the document on 26 October 1999.

1.11 The Ombudsman therefore takes the view that on the basis of the evidence in his possession, the Commission has failed to establish its second argument.

1.12 The Ombudsman's conclusion, therefore, is that the fact that the Commission has not ensured that the complainant is paid the amount that had been agreed for the preparation of the summary constitutes an instance of maladministration.

## **2 Compensation for late payment and for time and effort spent pursuing the claim**

2.1 The complainant claims that the Commission ought to pay it a reasonable sum to compensate for the late payment and the time and effort that it had to spend trying to pursue its claim.

2.2 The Commission has not addressed this issue in its opinion or its reply to the Ombudsman's proposal for a friendly solution.

2.3 As indicated above, the Ombudsman's finding in relation to the complainant's main claim is that the complainant does appear to have a claim for the payment of the 3 000 €. It is good administrative practice for the administration to pay amounts that are due as quickly as possible. However, even if the Commission should have been correct in assuming that it had not contracted any obligations towards the complainant it should have clearly and promptly informed the complainant of its position. On the basis of the evidence available to the Ombudsman it appears, however, that the Commission, despite various reminders sent by the complainant, first informed the complainant on the occasion of a telephone conversation between Mr G. and Mrs Carvalho that took place on 22 November 2000. The Ombudsman's conclusion, therefore, is that the Commission's failure to compensate the complainant for the delay in paying and for the time and effort the complainant had to spend trying to pursue its claim is another instance of maladministration.

## **3 Conclusion**



3.1 On the basis of his inquiries into this complaint, the Ombudsman concludes that the Commission's failure to ensure that the complainant is paid the amount that had been agreed for the preparation of the summary and its failure to compensate the complainant for the delay in paying and for the time and effort it had to spend trying to pursue its claim constitute instances of maladministration.

3.2 The Ombudsman therefore makes the following draft recommendation to the Commission, in accordance with Article 3 (6) of the Statute of the Ombudsman:

**The draft recommendation**

The European Commission should ensure that the complainant is paid the sum of 3 000 € that had been agreed for the preparation of the summary of the contributions made at the conference in Lisbon on 16 July 1999. The Commission should further indemnify the complainant for the delay that has occurred and for the time and effort that the complainant had to sacrifice in trying to pursue its claim.

The Commission and the complainant will be informed of this draft recommendation. In accordance with Article 3 (6) of the Statute of the Ombudsman, the Commission shall send a detailed opinion before 31 May 2002. The detailed opinion could consist of the acceptance of the Ombudsman's draft recommendation and a description of how it has been implemented.

Strasbourg, 7 February 2002

Jacob Söderman

(1) 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, page 15.

(2) The text of the opinion refers to July "2000". However, it appears clear that what is meant is July 1999. This is confirmed by the fact that the same error occurs in relation to Mr G.'s fax of 30 June 1999 ("30 June 2000" in the opinion).

(3) See Annual Report 1997, pages 22 sequ.

(4) « ...pour vous permettre de finaliser le texte du sommaire. »