

AMS [Employment Service] report on SGEIs 2018/2019

2a, (b) and (e) Health services and long-term healthcare, child care, care and social integration of vulnerable groups

Role of the service provider

Supporting qualification measures for people working in the field of social services of general interest (health and social services, pre-school teaching, since 2 February 2017 also asylum and migration) by the Employment Service.

Form of entrustment

Funding agreement

Entrustment period

Varies according to training, as a rule under three years

Exclusive or specific rights

No

Compensation mechanism

Contribution to actual costs for clearly defined eligible expenditure. Duplication of funding is not permitted. A maximum of 60% of eligible expenditure may be funded by the AMS.

Arrangements for avoiding over-compensation

See above

Total financing provided

2018 EUR 1.05 million

2019 EUR 0.82 million

2c) Access to and reintegration into the labour market

Role of the service provider

Financing employment projects, guidance and support services and training centres through the Employment Service

The objective of non-profit employment projects and social enterprises is the integration of people who are at a disadvantage on the employment market. Creating relatively protected temporary jobs should encourage the sustainable integration of people who find it hard to find employment (placement support).

The guidance and support services help to increase employability and to carry out specific placement activities using special

methods, to support professional integration and secure employment, or to support access to vocational training. In addition, some guidance and support services provide careers advice services for school children in careers advice centres.

The training centres make it possible to run training courses that are not necessarily profitable.

In general they are non-profit organisations or social enterprises that are active at a very local level and as a result are definitely not in a position to distort trade between Member States. Therefore, in general, aid within the meaning of Article 107 TFEU is not involved. Should aid be involved, it would be compatible in accordance with the Commission Decision of 20 December 2011.

Form of entrustment

Funding agreement

Entrustment period

Usually 1 year

Exclusive or specific rights

No

Compensation mechanism

Contribution to actual costs or public funding to cover the deficit (*'Abgangsfinanzierung'*). Any revenue reduces the amount of eligible costs.

Arrangements for avoiding over-compensation

The parameters are set in the guidelines and agreements. A detailed statement is drawn up using these parameters. No more than the costs actually incurred can be financed. It is not permitted to make a profit.

Total financing provided

2018 EUR 393.5 million

2019 EUR 363.3 million

Vienna, 27/05/2020

Report under Article 9(a) to (d) of the SGEI Decision

Contract with the Austrian Mountain Rescue Service Tyrol

1. Description of the application of the 2012 SGEI Decision

1) Hospitals providing medical care, potentially including emergency services and ancillary services (Article 2(1)(b))

- rescue organisation (Mountain Rescue Service)

Clear and comprehensive description of how the respective services are organized in your Member State¹

*Explanation of what kind of services in the respective sector have been defined as SGEI in your Member State. Please list the contents of **the services entrusted as SGEI as clearly as possible**.*

The services are governed by Section 2(9) of the Act of 1 July 2009 regulating the public rescue service in Tyrol (Tyrol Rescue Service Act 2009), Provincial Law Gazette No 96/2009, as amended. The services comprise the provision of rescue and emergency medical assistance services to individuals who are injured, sick or otherwise require assistance in alpine or rough terrains, and their transport to a location where they can be transferred to the emergency services.

*Explanation of the (typical) **forms of entrustment**. If standardised templates for entrustments are used for a certain sector, please attach them.*

The entrustment is primarily by law (Section 2(9) in conjunction with Section 12 of the Tyrol Emergency Services Act 2009) and where appropriate also by concluding a contract.

No standardised templates are used for entrustments.

Average duration of the entrustment (in years) and the proportion of entrustments that are longer than 10 years (in %) per sector. Specify in which sectors SGEI were entrusted with a duration exceeding 10 years and explain how this duration is justified.

The contract with the Austrian Mountain Rescue Service Tyrol was originally concluded in 2016 for a period of 10 years from the date of signature.

*Explanation whether (typically) **exclusive or special rights** are assigned to the undertakings.*

The amendment to the contract assigned the Tyrol branch of the Austrian Mountain Rescue Service special rights.

Which aid instruments have been used (direct subsidies, guarantees, etc.)?

¹If in a certain sector only a small number of individual SGEIs exist in your Member State, we appreciate a detailed description of those services. If a large number of services in a specific sector are considered SGEIs in your Member State (for example because the competence lies with regional or local authorities), individual details of the entrustments would be disproportionate, but a clear and concise general description of the way the sector is organised including the common features of the individual entrustments remains crucial.

Only direct subsidies have been used.

*Typical **compensation mechanism** as regards the respective services and whether a methodology based on cost allocation or the net avoided cost methodology is used.*

The compensation mechanism takes two forms: Firstly, actual costs are compensated on submission of an invoice together with supporting documents up to the maximum amount agreed.

Secondly, a lump-sum payment is made twice a year for an amount that corresponds to the resources actually required in the previous year. Evidence of the expenditure must be provided. This method also applies a ceiling in accordance with the contract.

*Typical **arrangements for avoiding and repaying any overcompensation.***

Over-compensation is not possible because only actual proven costs are compensated. The periodic capped lump-sum payments are based on the resources used in the previous year, which must be justified by the Austrian Mountain Rescue Service Tyrol with appropriate documentation. In the case of over-compensation, the recipient is obliged by the contract to repay such sums.

*A short explanation of how the **transparency requirements** (see Article 7 of the 2012 SGEI Decision) for the aid above 15 million euro to undertakings that also have activities outside the scope of the SGEI) are being complied with. In your answer please also include some relevant examples of information published for this purpose (e.g. some links to websites or other references). Indicate whether you have a central website on which you publish this information for all aid measures concerned in your Member State (and if so provide the link to this website). Alternatively, explain if and how the publication takes place at the level granting the aid (e.g. central, regional or local level).*

Total amount of aid granted (in millions EUR)². This includes all aid granted in your territory, including aid granted by regional and local authorities. (A+B+C)

2018 EUR 0.93 million

2019 EUR 0.93 million

3. Complaints by third parties

Please provide an overview of complaints by third parties, in particular litigation before national courts, regarding measures in scope of the 2012 SGEI Decision or 2012 SGEI Framework. Please be as specific as possible in your reply and include the sector for which you have received the complaints, the contents of the complaints and the possible follow-up by your authorities or the likely outcome of the court proceedings.

We are not aware of any complaints in relation to the conclusion of the contract.

4. Remaining questions

a) We kindly invite you to indicate whether your authorities have experienced difficulties in applying the 2012 SGEI Decision and ask you to in particular consider the following issues:

²As set out in Article 9 b) of the 2012 SGEI Decision.

drawing up an entrustment act that complies with Article 4 of the SGEI Decision;

specifying the amount of compensation in line with Article 5 of the SGEI Decision;

determining the reasonable profit level in line with Article 5(5)-(8) of the SGEI Decision;

regularly checking overcompensation as required by Article 6 of the SGEI Decision;

Please be as specific as possible in your reply, include relevant examples and, if applicable, the sector for which the difficulties are (most) relevant.

- Concluding the contract did not pose any problems with respect to the application of the SGEI Decision.

Report under Article 9(a) to (d) of the SGEI Decision

Contract with Austrian Water Rescue Tyrol

1. Description of the application of the 2012 SGEI Decision

1) Hospitals providing medical care, potentially including emergency services and ancillary services (Article 2(1)(b))

- rescue organisation (Water Rescue Service)

Clear and comprehensive description of how the respective services are organized in your Member State³

Explanation of what kind of services in the respective sector have been defined as SGEI in your Member State. Please list the contents of the services entrusted as SGEI as clearly as possible.

Carrying out services governed by Section 2(11) of the Tyrol Rescue Service Act 2009, Provincial Law Gazette No 96/2009, as amended.

The services comprise in particular the provision of rescue and emergency medical assistance services to individuals who are injured, sick or otherwise require assistance in or near bodies of water, and their transport to a location where they can be transferred to the emergency services.

*Explanation of the (typical) **forms of entrustment**. If standardised templates for entrustments are used for a certain sector, please attach them.*

The entrustment is primarily by law (Section 2(11) of the Tyrol Emergency Services Act in conjunction with the Guidelines of the Tyrolean Provincial Government on the promotion of rescue organisations active in Tyrol)) and where appropriate also by concluding a contract.

No standardised templates are used for entrustments.

Average duration of the entrustment (in years) and the proportion of entrustments that are longer than 10 years (in %) per sector. Specify in which sectors SGEI were entrusted with a duration exceeding 10 years and explain how this duration is justified.

The contract with the Tyrol branch of the Austrian Water Rescue Tyrol was originally concluded for an indefinite period. The contract was concluded for a period of 10 years from the date of signature.

*Explanation whether (typically) **exclusive or special rights** are assigned to the undertakings.*

The amendment to the contract assigned the Tyrol branch of the Austrian Water Rescue special rights.

³If in a certain sector only a small number of individual SGEIs exist in your Member State, we appreciate a detailed description of those services. If a large number of services in a specific sector are considered SGEIs in your Member State (for example because the competence lies with regional or local authorities), individual details of the entrustments would be disproportionate, but a clear and concise general description of the way the sector is organised including the common features of the individual entrustments remains crucial.

Which **aid instruments** have been used (direct subsidies, guarantees, etc.)?

Only direct subsidies have been used.

*Typical **compensation mechanism** as regards the respective services and whether a methodology based on cost allocation or the net avoided cost methodology is used.*

Compensation for the Tyrol branch of the Austrian Water Rescue is calculated in two ways:

Firstly, actual costs are compensated on submission of an invoice together with supporting documents up to the maximum amount agreed (this is the only compensation mechanism allowed by the amendment to the contract).

Secondly, a lump-sum payment is made twice a year for an amount that corresponds to the resources actually required in the previous year. Evidence of the expenditure must be provided. This method also applies a ceiling.

*Typical **arrangements for avoiding and repaying any overcompensation.***

Over-compensation is not possible because only actual proven costs are compensated. The periodic lump-sum payments are based on the resources used in the previous year, which must be justified by the Tyrol branch of the Austrian Water Rescue with appropriate documentation. In the case of over-compensation, the recipient is obliged by the contract to repay such sums.

*A short explanation of how the **transparency requirements** (see Article 7 of the 2012 SGEI Decision) for the aid above 15 million euro to undertakings that also have activities outside the scope of the SGEI) are being complied with. In your answer please also include some relevant examples of information published for this purpose (e.g. some links to websites or other references). Indicate whether you have a central website on which you publish this information for all aid measures concerned in your Member State (and if so provide the link to this website). Alternatively, explain if and how the publication takes place at the level granting the aid (e.g. central, regional or local level).*

Amount of aid granted

Total amount of aid granted (in millions EUR)⁴. This includes all aid granted in your territory, including aid granted by regional and local authorities. (A+B+C)

2018 EUR 0.12 million

2019 EUR 0.12 million

3. Complaints by third parties

Please provide an overview of complaints by third parties, in particular litigation before national courts, regarding measures in scope of the 2012 SGEI Decision or 2012 SGEI Framework. Please be as specific as possible in your reply and include the sector for which you have received the complaints, the contents of the complaints and the possible follow-up by your authorities or the likely outcome of the court proceedings.

⁴As set out in Article 9 b) of the 2012 SGEI Decision.

We are not aware of any complaints in relation to the contract amendment.

4. Remaining questions

a) We kindly invite you to indicate whether your authorities have experienced difficulties in applying the 2012 SGEI Decision and ask you to in particular consider the following issues:

drawing up an entrustment act that complies with Article 4 of the SGEI Decision;

specifying the amount of compensation in line with Article 5 of the SGEI Decision;

determining the reasonable profit level in line with Article 5(5)-(8) of the SGEI Decision;

regularly checking overcompensation as required by Article 6 of the SGEI Decision;

Please be as specific as possible in your reply, include relevant examples and, if applicable, the sector for which the difficulties are (most) relevant.

- Concluding the contract did not pose any problems with respect to the application of the SGEI Decision.

Report under Article 9(a) to (d) of the SGEI Decision

‘Tyrol Disaster Management’ contract signed with the Tyrol branch of the Austrian Red Cross

1. Description of the application of the 2012 SGEI Decision

1) Hospitals providing medical care, potentially including emergency services and ancillary services (Article 2(1)(b))

Civil protection (organising disaster prevention and relief)

Clear and comprehensive description of how the respective services are organized in your Member State⁵

*Explanation of what kind of services in the respective sector have been defined as SGEI in your Member State. Please list the contents of **the services entrusted as SGEI as clearly as possible**.*

Disaster prevention and relief services within the meaning of Section 15(1) of the Act of 8 February 2006 on disaster management in Tyrol (Tyrol Disaster Management Act, Provincial Gazette No 33/2006, as amended).

This includes in particular purchasing and maintaining state-of-the-art command and control resources; medical equipment; the initial and ongoing training of management and operational staff; and ensuring operational capacity.

*Explanation of the (typical) **forms of entrustment**. If standardised templates for entrustments are used for a certain sector, please attach them.*

The entrustment is primarily by law (Section 15(1) of the Tyrol Disaster Management Act) and where possible also by concluding a corresponding contract (Section 15(2) of the Tyrol Disaster Management Act). Substantive changes to the contract between the Tyrolean authorities and the Tyrol branch of the Austrian Red Cross were introduced when the contract was amended in 2014.

No standardised templates are used for entrustments.

Average duration of the entrustment (in years) and the proportion of entrustments that are longer than 10 years (in %) per sector. Specify in which sectors SGEI were entrusted with a duration exceeding 10 years and explain how this duration is justified.

The contract with the Tyrol branch of the Austrian Red Cross was originally concluded for an indefinite period. The amended contract was concluded for a period of 10 years from the date of signature.

⁵If in a certain sector only a small number of individual SGEIs exist in your Member State, we appreciate a detailed description of those services. If a large number of services in a specific sector are considered SGEIs in your Member State (for example because the competence lies with regional or local authorities), individual details of the entrustments would be disproportionate, but a clear and concise general description of the way the sector is organised including the common features of the individual entrustments remains crucial.

*Explanation whether (typically) **exclusive or special rights** are assigned to the undertakings.*

The amendment to the contract assigned the Tyrol branch of the Austrian Red Cross special rights.

*Which **aid instruments** have been used (direct subsidies, guarantees, etc.)?*

Only direct subsidies have been used.

*Typical **compensation mechanism** as regards the respective services and whether a methodology based on cost allocation or the net avoided cost methodology is used.*

Compensation for the Tyrol branch of the Austrian Red Cross is calculated in two ways:

Firstly, actual costs are compensated on submission of an invoice together with justifying documents up to the maximum amount agreed (this is the only compensation mechanism allowed by the amendment to the contract).

Secondly, a lump-sum payment is made twice a year for an amount that corresponds to the resources actually required in the previous year. Evidence of the expenditure must be provided. This method also applies a ceiling.

*Typical **arrangements for avoiding and repaying any overcompensation.***

Over-compensation is not possible because only actual proven costs are compensated. The periodic lump-sum payments are based on the resources used in the previous year, which must be justified by the Tyrol branch of the Austrian Red Cross with appropriate documentation. In the case of over-compensation, the recipient is obliged by the contract to repay such sums.

A short explanation of how the transparency requirements (see Article 7 of the 2012 SGEI Decision) for the aid above 15 million euro to undertakings that also have activities outside the scope of the SGEI) are being complied with. In your answer please also include some relevant examples of information published for this purpose (e.g. some links to websites or other references). Indicate whether you have a central website on which you publish this information for all aid measures concerned in your Member State (and if so provide the link to this website). Alternatively, explain if and how the publication takes place at the level granting the aid (e.g. central, regional or local level).

Amount of aid granted

Total amount of aid granted (in millions EUR). This includes all aid granted in your territory, including aid granted by regional and local authorities. (A+B+C)⁶

2018 EUR 0.334 million

2019 EUR 0.467 million

3. Complaints by third parties

Please provide an overview of complaints by third parties, in particular litigation before national courts, regarding measures in scope of the 2012 SGEI Decision or 2012 SGEI Framework. Please be as

⁶As set out in Article 9 b) of the 2012 SGEI Decision.

specific as possible in your reply and include the sector for which you have received the complaints, the contents of the complaints and the possible follow-up by your authorities or the likely outcome of the court proceedings.

We are not aware of any complaints in relation to the contract amendment.

4. Remaining questions

a) We kindly invite you to indicate whether your authorities have experienced difficulties in applying the 2012 SGEI Decision and ask you to in particular consider the following issues:

drawing up an entrustment act that complies with Article 4 of the SGEI Decision;

specifying the amount of compensation in line with Article 5 of the SGEI Decision;

determining the reasonable profit level in line with Article 5(5)-(8) of the SGEI Decision;

regularly checking overcompensation as required by Article 6 of the SGEI Decision;

Please be as specific as possible in your reply, include relevant examples and, if applicable, the sector for which the difficulties are (most) relevant.

Concluding the contract did not pose any problems with respect to the application of the SGEI Decision.

Report under Article 9(a) to (d) of the SGEI Decision

‘Rescue Service Tyrol’ contract concluded between the Province of Tyrol and the bidder ‘Tyrol Rescue Service’ (now Red Cross Tyrol gemeinnützige Rettungsdienst GmbH)

1. Description of the application of the 2012 SGEI Decision

1) Hospitals providing medical care, potentially including emergency services and ancillary services (Article 2(1)(b))

Public rescue service (qualified transport of patients and rescue service)

Clear and comprehensive description of how the respective services are organized in your Member State⁷

*Explanation of what kind of services in the respective sector have been defined as SGEI in your Member State. Please list the **contents of the services entrusted as SGEI as clearly as possible**.*

The services are governed by Section 2(1) and (2) of the Act of 1 July 2009 regulating the public rescue service in Tyrol (Tyrol Rescue Service Act 2009), Provincial Law Gazette No 96/2009, as amended.

The SGEIs in question include on one hand ground-based emergency rescue, in other words initial medical treatment of people who are sick, injured or otherwise in need of assistance and who are at risk of death or severe injury if they do not receive the required treatment immediately, as well as determining whether they can be moved safely and transporting them under qualified medical supervision in specifically equipped rescue vehicles to an appropriate care facility for further medical treatment.

They also include ground-based qualified patient transport, in other words the transport judged necessary by a doctor of people who are sick, injured or otherwise in need of assistance but who are not emergency patients, under the supervision of doctors and/or paramedics in a rescue vehicle.

*Explanation of the (typical) **forms of entrustment**. If standardised templates for entrustments are used for a certain sector, please attach them.*

In accordance with Section 3(3) of the Tyrol Rescue Service Act 2009, the provision of the services in question can be delegated by contract to appropriate rescue organisations inter alia.

To this end, a tender procedure was organised, following which a contract for the SGEI in question was concluded with the best bidder. In 2012, contractually permitted and necessary modifications were made to adapt the services to new conditions.

⁷If in a certain sector only a small number of individual SGEIs exist in your Member State, we appreciate a detailed description of those services. If a large number of services in a specific sector are considered SGEIs in your Member State (for example because the competence lies with regional or local authorities), individual details of the entrustments would be disproportionate, but a clear and concise general description of the way the sector is organised including the common features of the individual entrustments remains crucial.

Average duration of the entrustment (in years) and the proportion of entrustments that are longer than 10 years (in %) per sector. Specify in which sectors SGEI were entrusted with a duration exceeding 10 years and explain how this duration is justified.

The contract with the bidder 'Tyrol Rescue Service' (now Red Cross Tyrol gemeinnützige Rettungsdienst GmbH) was concluded for 10 years.

*Explanation whether (typically) **exclusive or special rights** are assigned to the undertakings.*

Special rights are assigned to Red Cross Tyrol gemeinnützige Rettungsdienst GmbH.

*Which **aid instruments** have been used (direct subsidies, guarantees, etc.)?*

Monthly interim payments are made in the form of direct subsidies.

*Typical **compensation mechanism** as regards the respective services and whether a methodology based on cost allocation or the net avoided cost methodology is used.*

The prices for the SGEI provided are set on a market economy basis through an open call for tenders and are fixed by the contract, with the costs being borne on a pro rata basis by the Province of Tyrol and the statutory social insurers. The monthly interim payments are made on presentation of invoices. Settlement occurs at the end of the year based on an annual balance sheet.

*Typical **arrangements for avoiding and repaying any overcompensation.***

Overcompensation is avoided by the presentation of annual balance sheets and their verification by the contracting authority. In the case of over-compensation, the recipient is obliged by the contract to repay such sums.

A short explanation of how the transparency requirements (see Article 7 of the 2012 SGEI Decision) for the aid above 15 million euro to undertakings that also have activities outside the scope of the SGEI) are being complied with. In your answer please also include some relevant examples of information published for this purpose (e.g. some links to websites or other references). Indicate whether you have a central website on which you publish this information for all aid measures concerned in your Member State (and if so provide the link to this website). Alternatively, explain if and how the publication takes place at the level granting the aid (e.g. central, regional or local level).

Amount of aid granted

Total amount of aid granted (in millions EUR)⁸. This includes all aid granted in your territory, including aid granted by regional and local authorities. (A+B+C)

2018 [blank]

2019 [blank]

3. Complaints by third parties

⁸As set out in Article 9 b) of the 2012 SGEI Decision.

Please provide an overview of complaints by third parties, in particular litigation before national courts, regarding measures in scope of the 2012 SGEI Decision or 2012 SGEI Framework. Please be as specific as possible in your reply and include the sector for which you have received the complaints, the contents of the complaints and the possible follow-up by your authorities or the likely outcome of the court proceedings.

The contract 'Rescue Service Tyrol' concluded between the Province of Tyrol and the bidder 'Tyrol Rescue Service' (now Red Cross Tyrol gemeinnützige Rettungsdienst GmbH) was adapted to the SGEI Decision following a complaint in 2016. As a result of this, the complaint was withdrawn.

4. Remaining questions

a) We kindly invite you to indicate whether your authorities have experienced difficulties in applying the 2012 SGEI Decision and ask you to in particular consider the following issues:

drawing up an entrustment act that complies with Article 4 of the SGEI Decision;

specifying the amount of compensation in line with Article 5 of the SGEI Decision;

determining the reasonable profit level in line with Article 5(5)-(8) of the SGEI Decision;

regularly checking overcompensation as required by Article 6 of the SGEI Decision;

Please be as specific as possible in your reply, include relevant examples and, if applicable, the sector for which the difficulties are (most) relevant.

- Concluding the contract did not pose any problems with respect to the application of the SGEI Decision.

Report under Article 9(a) to (d) of the SGEI Decision

‘Rescue Service Tyrol’ contract concluded between the Province of Tyrol and the bidder ‘Tyrol Rescue Service’ (now Red Cross Tyrol gemeinnützige Rettungsdienst GmbH)

1. Description of the application of the 2012 SGEI Decision

1) Hospitals providing medical care, potentially including emergency services and ancillary services (Article 2(1)(b))

Public rescue service (qualified transport of patients and rescue service)

Clear and comprehensive description of how the respective services are organized in your Member State⁹

*Explanation of what kind of services in the respective sector have been defined as SGEI in your Member State. Please list the contents of **the services entrusted as SGEI as clearly as possible**.*

The services are governed by Section 2(1) and (9) of the Act of 1 July 2009 regulating the public rescue service in Tyrol (Tyrol Rescue Service Act 2009), Provincial Law Gazette No 96/2009, as amended.

The SGEIs in question include on one hand ground-based emergency rescue, in other words initial medical treatment of people who are sick, injured or otherwise in need of assistance and who are at risk of death or severe injury if they do not receive the required treatment immediately, as well as determining whether they can be moved safely and transporting them under qualified medical supervision in specifically equipped rescue vehicles to an appropriate care facility for further medical treatment.

They also include ground-based qualified patient transport, in other words the transport judged necessary by a doctor of people who are sick, injured or otherwise in need of assistance but who are not emergency patients, under the supervision of doctors and/or paramedics in a rescue vehicle.

*Explanation of the (typical) **forms of entrustment**. If standardised templates for entrustments are used for a certain sector, please attach them.*

In accordance with Section 3(3) of the Tyrol Rescue Service Act 2009, the provision of the services in question can be delegated by contract to appropriate rescue organisations inter alia.

To this end, a tender procedure was organised, following which a contract for the SGEI in question was concluded with the best bidder. In 2012, contractually permitted and necessary modifications were made to adapt the services to new conditions.

⁹If in a certain sector only a small number of individual SGEIs exist in your Member State, we appreciate a detailed description of those services. If a large number of services in a specific sector are considered SGEIs in your Member State (for example because the competence lies with regional or local authorities), individual details of the entrustments would be disproportionate, but a clear and concise general description of the way the sector is organised including the common features of the individual entrustments remains crucial.

Average duration of the entrustment (in years) and the proportion of entrustments that are longer than 10 years (in %) per sector. Specify in which sectors SGEI were entrusted with a duration exceeding 10 years and explain how this duration is justified.

The contract with the bidder 'Tyrol Rescue Service' (now Red Cross Tyrol gemeinnützige Rettungsdienst GmbH) was concluded for ten years.

*Explanation whether (typically) **exclusive or special rights** are assigned to the undertakings.*

Special rights are assigned to Red Cross Tyrol gemeinnützige Rettungsdienst GmbH.

*Which **aid instruments** have been used (direct subsidies, guarantees, etc.)?*

Monthly interim payments are made in the form of direct subsidies.

*Typical **compensation mechanism** as regards the respective services and whether a methodology based on cost allocation or the net avoided cost methodology is used.*

The prices for the SGEI provided are set on a market economy basis through an open call for tenders and are fixed by the contract, with the costs being borne on a pro rata basis by the Province of Tyrol and the statutory social insurers. The monthly interim payments are made on presentation of invoices. Settlement occurs at the end of the year based on an annual balance sheet.

*Typical arrangements for avoiding and repaying any **overcompensation**.*

Overcompensation is avoided by the presentation of annual balance sheets and their verification by the contracting authority. In the case of over-compensation, the recipient is obliged by the contract to repay such sums.

*A short explanation of how the **transparency requirements** (see Article 7 of the 2012 SGEI Decision) for the aid above 15 million euro to undertakings that also have activities outside the scope of the SGEI) are being complied with. In your answer please also include some relevant examples of information published for this purpose (e.g. some links to websites or other references). Indicate whether you have a central website on which you publish this information for all aid measures concerned in your Member State (and if so provide the link to this website). Alternatively, explain if and how the publication takes place at the level granting the aid (e.g. central, regional or local level).*

Amount of aid granted

Total amount of aid granted (in millions EUR)¹⁰. This includes all aid granted in your territory, including aid granted by regional and local authorities. (A+B+C)

2018 EUR 39.193 million

2019 EUR 40.286 million

3. Complaints by third parties

¹⁰As set out in Article 9 b) of the 2012 SGEI Decision.

Please provide an overview of complaints by third parties, in particular litigation before national courts, regarding measures in scope of the 2012 SGEI Decision or 2012 SGEI Framework. Please be as specific as possible in your reply and include the sector for which you have received the complaints, the contents of the complaints and the possible follow-up by your authorities or the likely outcome of the court proceedings.

The contract 'Rescue Service Tyrol' concluded between the Province of Tyrol and the bidder 'Tyrol Rescue Service' (now Red Cross Tyrol gemeinnützige Rettungsdienst GmbH) was adapted to the SGEI Decision following a complaint in 2016. As a result of this, the complaint was withdrawn.

4. Remaining questions

a) We kindly invite you to indicate whether your authorities have experienced difficulties in applying the 2012 SGEI Decision and ask you to in particular consider the following issues:

drawing up an entrustment act that complies with Article 4 of the SGEI Decision;

specifying the amount of compensation in line with Article 5 of the SGEI Decision;

determining the reasonable profit level in line with Article 5(5)-(8) of the SGEI Decision;

regularly checking overcompensation as required by Article 6 of the SGEI Decision;

Please be as specific as possible in your reply, include relevant examples and, if applicable, the sector for which the difficulties are (most) relevant.

- Concluding the contract did not pose any problems with respect to the application of the SGEI Decision.

OFFICE OF THE PROVINCIAL GOVERNMENT OF LOWER AUSTRIA

Sector for Planning, Environment and Transport

Department for Environment and Energy

3109 St. Pölten, Landhausplatz 1

Office of the Lower Austria Provincial Government, 3019

Federal Ministry of Digital and Economic Affairs

Mining Information System

Stubenring 1

1010 Vienna

RU3-EU-11/013-2020

Attached

Our reference (please quote in all correspondence) (0 27 42) 9005

Reference

Case officer Klaus Bottensteiner

Extension 15175

Date 10 September 2020

Email: post.ru3@noel.gv.at

Fax: 02742/9005-14350 Citizens' service: 02742/9005-9005 Website: www.noe.gv.at - www.noe.gv.at/datenschutz

Subject

2020-0.071.888-2-A - Collection of reporting in accordance with the SGEI Decision (2012/21/EU)

Dear Sir/Madam,

In reply to your letters '2020-0.071.888-2-A - Collection of reporting in accordance with the SGEI Decision (2012/21/EU)' dated 07.02.2020 and 09.09.2020, the Environment and Energy Department would like to provide the following information:

Starting from 1 July 2014, the Government of Lower Austria concluded a contract agreeing to provide compensation to Die Garten Tulln GmbH. The SGEI was entrusted by way of a civil-law contract in accordance with the Commission Decision of 20 December 2011 (2012/21/EU).

The SGEI covers the operation of a show garden as part of the province's 'Natural Gardens' project, the ecological management of the whole site in strict compliance with the project's principles and

criteria, showcasing the site and demonstrating the ecological approach to visitors, in particular by raising awareness of garden ecology, botany, garden management, plant protection and garden design, and by organising conferences and events. Specifically in the light of the first indent of Article 191(1) TFEU, and given that protecting the environment is one of the Union's primary goals, the Province of Lower Austria assumes that this service can be classed as a service of general economic interest.

The compensation payments cover net costs, i.e. the difference between the actual costs of providing the SGEI and the revenue obtained from the SGEI.

The recipient of the compensation payments provides services of general economic interest only, so there is only one set of accounts and net costs are calculated and verified using the cost allocation method.

To verify net costs and avoid over-compensation, a budget forecast for the next year is submitted annually, by 30 September at the latest, by the recipient, and the Lower Austrian authorities then set a ceiling for the compensation payments.

The compensation payments are in principle capped at an annual amount of EUR 950 000.

To ensure continued attractiveness to visitors after 10 years, thereby allowing the continuation of the educational mission, investments could not be postponed beyond 2018. This includes for example botanical intermediation (construction of botanical gardens), investment in infrastructure improvement (for example repairing walking paths, showcasing the site, awareness-raising activities for the Lower Austrian population, etc.).

To guarantee the necessary investments referred to above and the continued operation taking revenue into account, the compensation contract was adjusted so that the annual compensation, taking into account the revenue for the period from 2018 to 30/06/2023 at the latest, could not exceed EUR 1 500 000. The contract limits the compensation to a maximum of EUR 1 500 000 for the reporting years 2018 and 2019, and this amount cannot be exceeded in any event.

The recipient is required to submit quarterly reports and an annual report to show that the SGEI has been provided and to allow net costs to be verified and traced.

In particular, the reports must cover:

- the services of general economic interest that have been provided;
- procurement procedures launched and/or completed;
- the number of people and/or organisations involved in providing the service; and
- any other information that may be important for the service provider and/or the province in connection with the SGEI that is the subject of the contract.

In addition, with a view to avoiding over-compensation, the recipient has to submit the annual accounts each year, audited and issued with an unqualified audit opinion.

For the reporting year 2018, the amount of the compensation was EUR 1 474 070.00, and for 2019 EUR 1 495 190.00.

There were no difficulties with applying the Decision and no complaints from third parties of any kind.

Sent to:

1. Unit for International and European Affairs

For and on behalf of the Lower Austria Provincial Government

Obricht, Head of Department

This document was signed electronically. Further information available at:

www.noe.gv.at/amtssignatur

Report to be submitted following the 2012 SGEI Decision and the 2012 SGEI framework

1. OVERVIEW OF EXPENDITURE

Total NÖG expenditure for services of general economic interest (EUR million) by legal basis

Total expenditure for services of general economic interest (1+2)

	2018	2019
1) Compensation granted on the basis of the SGEI Decision	0	0
2) Compensation granted on the basis of the SGEI Framework	0	0*

(*) So far, only loans totalling EUR 547 167.60 have been counted; however, from a substantive point of view, this does not yet have the character of compensation!

2. DESCRIPTION OF THE APPLICATION OF THE 2012 SGEI DECISION

(of the Commission on the application of Article 106(2) of the Treaty on the Functioning of the European Union (OJ EU L 7, 11/01/2011)).

In 2018 and 2019 no funding decision was taken and no (out-)payment was made by Niederösterreichische Grenzlandförderungsgesellschaft mbH (NÖG) on the basis of the SGEI Decision (which is part of the NÖG Funding Guidelines in question).

3. DESCRIPTION OF THE 2012 SGEI FRAMEWORK

Preliminary remark: The total funding/support measures of Niederösterreichische Grenzlandförderungsgesellschaft mbH (NÖG) for all funding cases together represent around EUR 15 million.

The present NÖG support measure aims at funding/supporting the recipient's investments in connection with the development of passive broadband (in other words passive infrastructure) in rural areas by granting compensation payments.

a. Sector:

Broadband deployment (expansion of passive broadband infrastructure) in rural areas

b. Clear and comprehensive description of how the respective services are organized in your Member State:

Support by NÖG for project promoters/enterprises producing passive broadband infrastructure in the Waldviertel and northern Weinviertel regions of Lower Austria which are underserved in this respect (= NÖG support areas).

c. Form of entrustment

Act of Entrustment (= the relevant funding agreement concluded by the NÖG with each individual applicant/company)

d. Average duration of the entrustment (in years)

Duration of the contract: 10 years

(cf. NÖG Guidelines)

e. Exclusive or specific rights

none

f. Aid instruments:

Loan form (loan maturity 10 years)

g. Compensation mechanism

The support takes the form of (partial) coverage of the net costs over the 10 years which are to be taken into account in accordance with the first sentence of Article 5(2) of Decision 2012/21/EU; the net costs are the difference between the actual costs of providing the SGEI and the total revenue obtained from the investment.

h. Typical arrangements for avoiding and repaying any overcompensation.

The calculation of the compensation and the checks to avoid overcompensation are carried out on the basis of the audited annual accounts of the undertaking, if it exclusively provides services of general economic interest. If the undertaking carries out other economic activities, a separate set of accounts must be established for the aided investment and verification and control is then carried out on the basis of that set of accounts in the audited annual accounts. Additional criteria are laid down in the entrustment act on a case-by-case basis.

i. Transparency requirements

Maximum amount of compensation per aid case EUR 7.5 million

Point 2.2 of the Guidelines: NÖG will report all compensation granted on the basis of these Guidelines to the Federal Transparency Database.

<http://infonet.grenzland.at/foerderangebote/breitband-und-digitalisierung/>

j. Amount of aid granted

No aid has yet been granted for 2018 and 2019 (the NÖG support measure only started officially at the end of 2018).

The total disbursements in 2019 of EUR 547 167.60 constitute financing in terms of content, but not yet aid (compensation).

4. COMPLAINTS BY THIRD PARTIES

none

5. OTHER QUESTIONS

none