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EU Competition Law Newsletter

Highlights

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Aurubis' Acquisition Of Metallo Unconditionally Approved Despite Initial Buyer Power Objections

On May 4, 2020, the Commission unconditionally approved Aurubis' proposed acquisition of Metallo, having issued formal objections just a few months earlier, in February 2020.[1] The *Aurubis/Metallo* decision is noteworthy for two reasons. First, in the last five years, since Margrethe Vestager became Commissioner for Competition, only one other transaction has been unconditionally cleared after the Commission had sent a Statement of Objections to the companies involved, namely *Tele2 NL/T-Mobile NL* in 2018.[2] Second, in *Aurubis/Metallo*, the Commission's concerns were based on buyer power, a theory of harm that has been rarely applied in the Commission's merger review practice.

Context and factual background

This is the second proposed merger in the copper sector in the last two years involving Aurubis that the Commission has closely investigated.[3] In February of last year, the Commission prohibited Wieland's proposed acquisition of Aurubis' rolled copper products business, as the Commission concluded that the merger would have created a dominant player.[4] While *Wieland/Aurubis* concerned rolled copper products, *Aurubis/Metallo* concerned a separate market—the market for copper refining and recycling.

[1] *Aurubis/ Metallo Group Holding* (Case COMP/ M.9409), decision not yet published. *See* Commission Press Release IP/20/801, available at: https://ec.europa.eu/commission/presscorner/detail/en/IP_20_801.

[2] *T-Mobile NL/Tele2 NL* (Case COMP/ M.8792), Commission decision of November 27, 2018. The unconditional approval in this case was to a great extent due to *flailing firm* considerations.

[3] This is unsurprising given the "*growing importance of electric cars*," for which copper products are a key input. *See* Commission Press Release IP/19/6305, available at: https://ec.europa.eu/commission/presscorner/detail/en/IP_19_6305. *See also*, Commission Press Release IP/19/883, available at: https://ec.europa.eu/commission/presscorner/detail/en/IP_19_883

[4] *See Wieland/Aurubis Rolled Products/Schwermetall* (Case COMP/M.8900), decision not yet published. *See* Commission Press Release IP/19/883, available at: https://ec.europa.eu/commission/presscorner/detail/en/IP_19_883, as reported in our February 2019 Newsletter.

Aurubis is the largest integrated copper producer in Europe as well as the largest refiner of copper scrap globally, while Metallo is a large specialized refiner of copper scrap. Both companies are important buyers of a particular type of copper scrap generated in the EEA, namely copper scrap originating from products that have reached their end-of-life (*e.g.*, electric and electronic components), as well as by-products from industrial production (e.g., from production of ships or cars).[5]

The Commission's investigation focused mainly on the EEA market for copper scrap for smelting and refining ("CSSR"), a segment of the market for copper for refining,[6] which also includes relatively standardized products such as "copper scrap no.2" and e-scrap.[7]

A U-turn: from formal objections to unconditional approval

The Commission opened an in-depth Phase II investigation on the basis of concerns that, by combining the two market leaders in the EEA, the transaction would lead to an increase in the merged entity's buyer power which could result in consumer harm.

The Commission assessed whether, as a result of its increased buyer power, the merged entity would have the ability and incentive to reduce the volume of copper scrap it purchases, especially from industrial manufacturers, and thus extract a lower price. Such lower price for purchases could potentially harm industrial suppliers in the EEA that are selling copper scrap as a by-product of their production process.

Lower selling prices of the copper scrap could effectively be equated with higher production costs for these industrial suppliers, which could in turn force a price increase on their final product (*e.g.*, ships or cars). As a result, end-consumers may be harmed by the merged entity's increased buyer power on the CSSR purchasing market. The concerns were set out in a Statement of Objections addressed to the parties, which prompted the parties to offer commitments as a solution. The theory of harm is illustrated in figure 1 below.

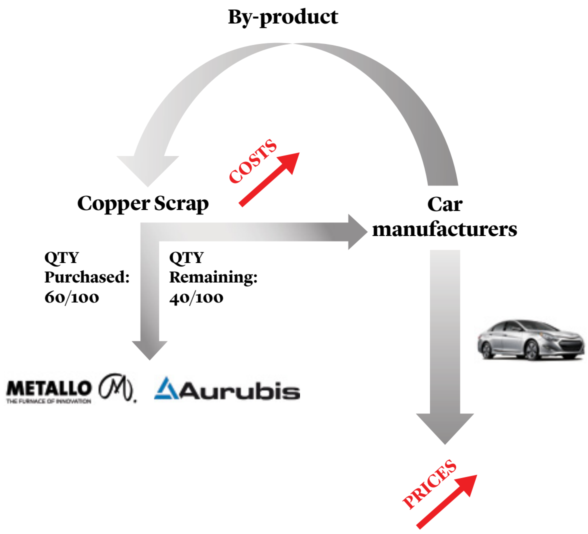

Figure 1

The Commission ultimately found that an anticompetitive outcome would be unlikely. In a remarkable U-turn from its initial concerns and formal objections, the Commission concluded that the transaction would not harm suppliers of CSSR, and therefore considered that the Parties' remedy offer was unwarranted. The finding was based on several considerations: (i) the merged entity's combined share in the CSSR purchasing market was moderate; (ii) Aurubis and Metallo were not close competitors because they typically purchased different types of CSSR products; (iii) alternative purchasers of copper scrap on the CSSR purchasing market both within and outside the EEA would exercise a competitive constraint; and (iv) the complementarity of Aurubis' and Metallo's purchasing activities would lead to

[5] As copper is fully recyclable, copper scrap is an important input for the production of copper products.

[6] The Commission found that copper scrap for smelting and refining is different from copper scrap for direct melting, and thus concluded that these two areas constitute separate markets.

[7] The Commission did not raise any concerns with respect to the market for copper scrap no.2 because it found that many alternative outlets will remain available to suppliers post-transaction. The Commission also concluded that no concerns would arise as a result of vertical relationships between the parties.

synergies in the market for copper refining.[8] Accordingly, the Commission dropped its objections and approved the transaction without any conditions.

The Commission likely made a turnaround in its decision for the following reasons: (i) a better understanding of the different types of CSSR products lead to a more informed view of the market and closeness of competition; (ii) a more in-depth assessment of the market dynamics showed that purchasers of copper scrap outside the EEA are a credible alternative countering the increased buyer power of the merged entity; and (iii) the realization that the theory of harm it was pursuing was convoluted—the Commission had to show that several conditions were met, including that the reduced volume or lower prices of copper scrap would result in a significant cost increase for industrial suppliers and that such an increase would be passed on to end-consumers in the form of higher prices.

Enforcement of buyer power theory of harm

Buyer power in merger control is typically used as a defense—a countervailing factor that mitigates the possibility of an increase in market power. The Commission rarely investigates market power over suppliers as a theory of harm in mergers, unless this would lead to an exceptionally high buyer concentration.[9] Indeed, a strengthening of bargaining buyer power is generally beneficial for competition. This is because it leads to lower input prices, which should in turn be partially passed on to consumers in the form of lower prices for the final product.[10]

In exceptional circumstances, the Commission may, however, find concerns in buyer power consolidation, especially where a powerful buyer can obtain lower prices by reducing its purchases of inputs or foreclosing downstream rivals.[11] In *Aurubis/Metallo*, the Commission attempted to apply such a theory of harm but ultimately dropped it.

While there is a recent trend towards stricter antitrust enforcement of concerns relating to buyer power,[12] the Commission's efforts have been concentrated outside the merger control context. These cases have generally involved more obvious restrictions such as the fixing of purchase prices (also known as buyers' cartels).[13] The *Aurubis/Metallo* case demonstrates the difficulty in pursuing a buyer power consolidation theory of harm in the context of merger control, and in particular, in establishing that it leads to consumer harm.

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8 This is in sharp contrast with the initial concerns the Commission raised. In its press release on the opening of the in-depth investigation, the Commission stated that the merger would lead to "*very large combined market shares in the purchasing and refining of copper scrap*," as well as that the preliminary investigation suggests that Aurubis and Metallo are "*each other's closest competitors*," and "*could currently be the only two viable purchasers*" of these materials. *See* Commission Press Release IP/19/6305, available at: https://ec.europa.eu/commission/presscorner/detail/en/IP_19_6305.

9 The Commission has only exceptionally identified competition concerns in respect of the procurement of input products by the merging parties and has generally not pursued competitors' complaints that the merging parties' ability to obtain favorable prices for inputs would have an adverse effect on competition.

10 *See* Guidelines on the assessment of horizontal mergers under the Council Regulation on the control of concentrations between undertaking, OJ 2004 C 31/5, para. 62.

11 *Ibid.*, para. 61.

12 This is particularly the case in the supermarkets sector, where the Commission and national competition authorities have initiated several investigations in the past year. *See* the Commission's formal investigation of potential anticompetitive coordination between two French supermarket chains, Casino and Intermarché, as reported in our November 2019 Newsletter, and other cases cited therein.

13 *See, e.g.*, Car battery recycling (Case COMP/AT.40018), Commission decision of February 8, 2017. *See also Recyclex v. Commission* (Case T-222/17) EU:T:2019:356, as reported on in our May 2019 Newsletter; and *Campine and Campine Recycling v. Commission* (Case T-240/17) EU:T:2019:778, as reported in our November 2019 Newsletter.

The Commission Waives Merger Commitments In Takeda/Shire And Nidec/Whirlpool

The Commission's Notice on remedies states that waivers "will very rarely be relevant for divestiture commitments" and since divestiture commitments are required to be implemented in a short time after the decision, it is "very unlikely" that sufficient changes in market circumstances will have occurred for the Commission to accept any modifications of the commitments.[14] In May 2020, the Commission waived commitments given to secure merger control approval in two cases.

Nidec/Whirlpool. On April 12, 2019, the Commission approved Nidec's acquisition of Embraco from Whirlpool, which combined two leading manufacturers of refrigeration compressors, on condition that Nidec divest its entire household and light commercial refrigeration compressors business (and not reacquire the divested business for 10 years).[15]

One year later, on May 15, 2020, the Commission announced that it had approved a request by Nidec to reacquire part of the divested business, namely a fixed speed household compressor manufacturing line.[16] After receiving the waiver request from Nidec, and following a market investigation, the Commission concluded that the structure of the relevant markets had changed to the extent that Nidec's ownership of the asset in question could no longer have anticompetitive effects. Nidec had announced the proposed reacquisition on April 1, 2020, in an attempt "to preserve as many jobs as possible at the site," implying that, absent the reacquisition, manufacturing could have been discontinued.[17]

Takeda/Shire. On November 20, 2018, the Commission approved Takeda's acquisition of Shire on condition that Takeda divest Shire's pipeline drug for the biological treatment of inflammatory bowel disease ("IBS"). According to the Commission, without this divestment Takeda would have had an incentive to delay or discontinue the development of this pipeline drug, as it already had a competing drug.[18]

Before completing the divestment, Takeda asked the Commission to waive the commitment in light of a number of unexpected developments. The Commission carried out a market investigation and identified "several permanent, significant and unforeseeable developments" that had occurred during the divestiture process that impacted the competitive landscape and meant that the divestment was no longer necessary. Specifically: (i) promising new IBS drugs had emerged with potentially superior qualities to those of Takeda and Shire; (ii) studies of Shire's pipeline drug had yielded negative results; and (iii) there were unforeseeable difficulties in recruiting patients for Shire's clinical trials. The Commission concluded that the prospects of Shire's pipeline drug were therefore "severely impaired," and waived the commitments in their entirety.[19]

The Commission's decisions in *Nidec* and *Takeda* may signal an increasing willingness to review divestiture commitments, including when a waiver is requested a short time after conditional clearance was granted. This approach seems in line with the *Lufthansa* judgment of May 16, 2018, in which the General Court clarified that the

[14] *See* Commission Notice on remedies acceptable under Council Regulation (EEC) No. 139/2004, and under Commission Regulation (EC) No. 802/2004, para. 73.

[15] *Nidec/Whirlpool (Embraco Business)* (COMP/M.8947), Commission Decision of April 12, 2019 (not yet published). The non-confidential version of the commitments is available at: https://ec.europa.eu/competition/mergers/cases/additional_data/m8947_3657_3.pdf.

[16] *See* Commission's Press Release, 'Mergers: Commission partially waives commitments made by Nidec to obtain clearance of its acquisition of Embraco,' May 15, 2020, available at: https://ec.europa.eu/commission/presscorner/detail/de/mex_20_892.

[17] *Nidec to acquire the Delta production line from Secop Austria*, April 1, 2020, available at: https://www.nidec.com/en/ir/news/2020/news0401-01/. *See also Restructuring of Secop Austria GmbH*, October 22, 2019, available at: https://www.secop.com/updates/news/news-show/restructuring-of-secop-austria-gmbh.

[18] *Takeda/Shire* (COMP/M.8955), Commission Decision of November 20, 2018, para. 94.

[19] *See* Commission's Press Release, 'Mergers: Commission waives the commitments made by Takeda to obtain clearance of its acquisition of Shire,' May 28, 2020, available at: https://ec.europa.eu/commission/presscorner/detail/en/IP_20_967.

Commission—if in receipt of a waiver request—must carefully examine all relevant information and waive any remedies that are manifestly no longer necessary.[20] It remains to be seen if the economic impact of the Covid-19 pandemic leads to an increase in waiver applications.

Advocate General Pitruzzella's Opinion In Groupe Canal+: A Trailer For The First Annulment Of Commitments By The Court Of Justice?

On May 7, 2020, Advocate General ("AG") Pitruzzella delivered his opinion on Canal+'s appeal against a 2016 Commission commitment decision in the context of its investigation into the cross-border provision of pay-TV services.[21] AG Pitruzzella concluded that by accepting Paramount's commitments, the Commission breached the principle of proportionality because they ignored contractual rights of third parties. Should the Court of Justice (the "CJEU") follow this opinion, the case may lead to the first annulment by the EU's highest court of a Commission commitment decision since the adoption of Regulation No. 1/2003.

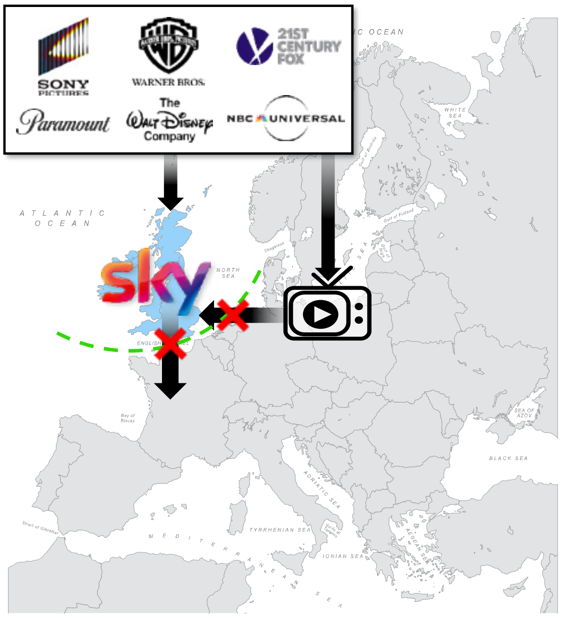

Figure 2

Background: the pay-TV investigation

In 2015, the Commission issued a Statement of Objections against six U.S. film studios (Disney, NBCUniversal, Paramount, Sony, Twentieth Century Fox, and Warner Bros.) and the U.K. broadcaster Sky.[22] It alleged that certain contractual provisions in the licensing agreements between the studios and Sky restricted cross-border passive sales within the EEA and had, as their object, the restriction of competition within the meaning of Article 101(1) TFEU.

These provisions are sometimes referred to as "geo-filtering clauses" (see figure 2). In essence, Sky agreed not to respond favorably to unsolicited requests for the studios' films through its pay-TV services from customers residing in the EEA but outside the U.K. and Ireland ("broadcaster obligation"). In return, the studios agreed to prohibit broadcasters located elsewhere within the EEA from responding to unsolicited requests from customers residing in the U.K. and Ireland (the "studio obligation").

To address the Commission's concerns, Paramount committed: (i) not to (re)introduce any broadcaster or studio obligation in its pay-TV licensing agreements; (ii) not to enforce any existing broadcaster obligation before a court or tribunal; and (iii) not to honor any existing studio obligation. In July 2016, the Commission accepted and made

[20] *Deutsche Lufthansa AG v. Commission* (Case T-712/16) EU:T:2018:269 ("Lufthansa"). The previous waiver following *Lufthansa* was granted in 2019 and concerned remedies offered in the case *Evraz/Highveld* (COMP/M.4494), Commission decision of February 20, 2007.

[21] Opinion of AG Pitruzzella of May 7, 2020 in *Groupe Canal+ v. European Commission* (Case C-132/19 P) EU:C:2020:355 (the "Opinion"). *See Cross-border access to pay-TV* (Case COMP/AT.40023), Commission decision of July 26, 2016.

[22] Commission Press Release IP/15/5432.

Paramount's commitments legally binding across the EEA for five years.[23]

Canal+ had concluded a pay-TV licensing agreement for the French market with Paramount in 2014, which contained both broadcaster and studio obligations. In August 2016, Paramount notified Canal+ of its intention to release it from the broadcaster obligation and not to honor the studio obligation. The latter affected Canal+'s commercial interest as it was no longer sheltered from cross-border passive sales by rival broadcasters (Paramount's contractual partners) into France, where Canal+ held exclusive rights.

Canal+ objected to Paramount's notice on the ground that the Paramount Decision cannot bind Canal+ because it was adopted in the context of an investigation to which Canal+ was not a party. Canal+ subsequently brought an action for annulment of the Paramount Decision before the General Court in 2016, which was dismissed on all grounds on December 12, 2018.[24] Canal+ then appealed the judgment to the CJEU in February 2019. Against this background, the CJEU requested AG Pitruzzella's opinion.

AG's Opinion: the commitments are disproportionate

The AG commenced his analysis by offering a reflection on the role of Article 9 commitments in the EU competition law system. While acknowledging the advantages of the procedure,[25] the AG noted that an "extensive and quasi-unlimited" recourse to commitments could endanger the predictability, effectiveness, and legitimacy of EU competition law. He warned the Commission against the "temptation to regulate" and "shape" markets via a commitment decision.

Canal+ claimed that the Paramount commitments were disproportionate because they altered the contractual rights of third parties (such as Canal+) without their consent. Canal+ relied on a precedent in which the CJEU ruled on the scope for judicial review of commitment decisions. It held in *Alrosa* that the principle of proportionality requires the Commission to verify that the commitments address the concerns, and that the party offering the commitments had not offered less onerous commitments that could also adequately address the concerns. In making this assessment, the Commission is required "to take into consideration the interests of third parties."[26]

The AG offered his interpretation of the Alrosa principles. He stated that, at a minimum, the rights of third parties must not be "sacrificed" or "emptied of their substance." In this case, the commitments required Paramount to repudiate its contractual obligations towards a third party (Canal+). As this is a serious breach of the latter's contractual freedom, which is protected by the EU Charter of Fundamental Rights,[27] the AG concluded that the commitments violated the principle of proportionality.[28] The AG pointed out that the Commission had other, less intrusive means of preserving competition, such as refusing Paramount's commitments and pursuing an infringement procedure.

The AG disagreed with the General Court's finding that there was no disproportionate interference with third party rights, since, in the General Court's view, Canal+ could bring national proceedings arguing that the geo-filtering clauses were lawful and seek damages from Paramount. In his opinion, a commitment decision significantly prejudices a third party's ability to enforce its contractual rights because it creates a "presumption of illegality" before a national judge, especially in

[23] On March 7, 2019, the Commission accepted comparable commitments offered by Sky and the other studios, as reported in our March 2019 EU Competition Law Newsletter. Canal+ has also challenged this decision before the General Court (*see Groupe Canal+ v. Commission* (Case T-358/19), case pending).

[24] *Groupe Canal+ v. Commission* (Case T-873/16) EU:T:2018:904.

[25] Commitments allow for a swift resolution of the Commission's concerns (and therefore efficient allocation of its scarce resources) and a quicker (and therefore more effective) remedy. Undertakings hence avoid a formal finding of infringement and a fine. This contrasts with Article 7 infringement proceedings, which are often protracted and contentious.

[26] *Commission v. Alrosa* (Case C-441/07 P) EU:C:2010:377, para. 41.

[27] Contractual freedom stems from the freedom to conduct a business enshrined in the EU Charter of Fundamental Rights (Article 16).

[28] Opinion, paras. 121–132.

light of Member States' duty of loyal cooperation and the requirement to avoid national decisions that conflict with the effect of Commission decisions.[29] Such prejudgment—resulting from a simplified procedure with lower safeguards for interested third parties—would ultimately constitute an excessive interference in the contractual freedom of such third parties.

Conclusions

While AG opinions are only advisory, they are regarded as a bellwether of the CJEU's position. In past cases, the Court of Justice has more often than not followed the AG's recommendation.[30]

Should the CJEU agree with the AG, it may order the complete or partial annulment of the Paramount Decision.[31] The rare challenges of commitment decisions to date have been brought by third parties, which can be explained by the voluntary nature of offering commitments.[32] These cases were so far unsuccessful, primarily due to the Commission's wide discretion in accepting commitments from undertakings, and the narrow scope for judicial review (limited to a proportionality review).

The AG's Opinion may now lay the ground for the first annulment of a Commission commitment decision by the EU's highest court.

News

Commission Updates

The Commission Publishes Support Studies For The Evaluation Of The Vertical Block Exemption Regulation

Following the Commission's roadmap and launch of the public consultation process,[33] on May 26, 2020, the Commission published the final report[34] with support studies for the evaluation of the Vertical Block Exemption Regulation (the "VBER").[35] The report is part of the Commission's evaluation of the VBER, which is set to expire on May 31, 2022.

It aims to provide qualitative and quantitative evidence to the Commission for its decision on whether the VBER should be allowed to lapse, be revised, or maintained as is against the background of market developments since the VBER's adoption in 2010. The Commission is expected to publish the results of its evaluation during the third quarter of 2020 and to issue a consultation on possible changes by the end of 2020.

The report focuses on vertical agreements already covered by the VBER (*e.g.*, selective distribution), as well as new vertical restraints identified during the process that are not specifically addressed in the VBER at present (*e.g.*, data tracking clauses). For each type of restraint, it analyzes whether the procompetitive effects outweigh the potentially anticompetitive effects using a variety of sources and tools, including literature review, comparative legal analysis of individual cases, interviews with stakeholders, and econometric analysis. The report also includes a detailed annex on consumers' online purchasing behavior in Europe to support its findings.

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[29] The AG pointed to the Court of Justice's finding, in *Gasorba*, that national courts should regard commitment decisions "*as an indication, if not prima facie evidence, of the anticompetitive nature of the agreement at issue.*" *See Gasorba et al. v. Repsol* (Case C-547/16) EU:C:2017:891, para. 29.

[30] A 2016 study found that the Court of Justice is 67% more likely to annul an act, or part of it, if recommended by the AG's opinion. *See* C. Arrebola et al., An Econometric Analysis of the Influence of the Advocate General on the Court of Justice of the European Union, Cambridge Journal of International and Comparative Law, 2016.

[31] The upcoming CJEU judgment will also be indicative of the outcome of Canal+'s challenge of the Commission decision accepting the other studios and Sky's commitments pending before the General Court.

[32] *See Alrosa* and *Morningstar v. Commission* (Case T-76/14) EU:T:2016:481.

[33] As reported in our November 2018 Newsletter *and* February 2019 Newsletter respectively.

[34] Support Studies for the Evaluation of the VBER, Final Report 2020, available at: https://ec.europa.eu/competition/publications/reports/kd0420219enn.pdf. Support studies were commissioned by the Commission to assist its evaluation of the VBER and do not necessarily reflect the official opinion of the Commission.

[35] Commission Regulation (EU) No. 330/2010 of 20 April 2010 on the application of Article 101(3) of the Treaty on the Functioning of the European Union to categories of vertical agreements and concerted practices, OJ 2010 L 102/1.

The key findings of the report can be summarized as follows:

— **Increased importance and growth of online sales and digitalization.** The study finds that the VBER remains relevant to vertical agreements but it is not sufficiently adapted to more recent market developments, such as the rise of online platforms. Certain types of agreements that are not explicitly covered in the VBER,[36] such as parity clauses, have gained increased importance and are now widely used by online platforms. Accordingly, the VBER is generally found to not sufficiently reflect developments in digital markets since 2010. This is a strong, albeit early, indication that the Commission is likely minded to update the VBER in that regard.

— **Legal certainty.** The study finds that the VBER provides a higher degree of legal certainty for undertakings with respect to their assessment of vertical agreements, in comparison to a scenario without the VBER, while reducing the legal costs involved in this assessment. Therefore, the costs and burden created by the VBER are found to be proportionate to the benefits in terms of legal certainty that it gives companies active in in the EU, especially to SMEs. This, again, signals that the Commission is not likely to allow the VBER to expire in 2022.

DG COMP Responds To The COVID-19 Outbreak

The COVID-19 pandemic has caused significant economic disruption, including supply shortages, cost increases, and liquidity constraints resulting from a prolonged shutdown. As EU Member States and businesses respond to these challenges, and even as lockdown measures are gradually eased, their actions continue to raise potential issues under competition law.

In response, the Commission has undertaken several steps, as reported in our March 2020 EU Competition Law Newsletter and April 2020 EU Competition Law Newsletter. In May 2020, the following additional steps are noteworthy:

— **Antitrust.** In the agricultural sector, the Commission adopted a package of measures to support farmers, particularly in the dairy market, which will benefit from a temporary derogation from EU antitrust rules (until September 30, 2020) allowing them to coordinate production volumes, storage and withdrawal of milk and milk products from the market.[37] An overview of further guidance on Covid-19 related measures, and key takeaways for companies, is available here.

— **Mergers.** While the Commission has taken a number of practical steps to minimize disruptions and delays related to merger control reviews in light of COVID-19, it has not needed to adopt any substantive or procedural changes. Some practical guidance on merger control implications of the pandemic for businesses contemplating transactions—including on the "failing firm" defense—is available here.

— **State aid.** On May 8, 2020, the Commission issued a new communication aimed at further relaxing State aid rules for COVID-19-related equity injections by States. An overview of this communication is available here. By the end of May, the Commission had cleared more than 154 measures under these rules, including a number of measures to support airlines (such as Air France, Scandinavian Airlines, and Finnair).

These initiatives mirror actions by national competition agencies and other enforcers globally. These developments are monitored in our COVID-19 Resource Center.

[36] And also not covered in the Commission's related Guidelines on Vertical Restraints of May 19, 2010.

[37] *See* Commission implementing regulation (EU) 2020/599 of 30 April 2020, OJ 2020, L 140/37. Similar suspension of antitrust rules was adopted with respect to growers of flowers and potatoes.

The table below provides an overview of measures published since our April 2020 EU Competition Law Newsletter.

Antitrust	
Commission implementing regulation No. 2020/599 of 30 April 2020 authorising agreements and decisions on the planning of production in the milk and milk products sector	Link
DG Competition page on antitrust rules and coronavirus	Link
State aid	
Commission communication amending the Temporary Framework for State aid measures to support the economy in the current COVID-19 outbreak (May 8, 2020)	Press release Communication
Commission consolidated version of the Temporary Framework as amended on April 3, 2020 and May 8, 2020	Link
Amended notification template for aid measures introduced under Article 107(2)(b) TFEU	Link
DG Competition page on State aid rules and coronavirus	Link
List of Member State measures approved under Article 107(2)(b) TFEU and the Temporary Framework	Link

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