

Brussels, 19 October 2020  
Case No: 85613  
Document No: 1154617  
Decision No 119/20/COL

Ministry of Trade, Industry and Fisheries  
PO Box 8090 Dep  
0032 Oslo  
NORWAY

**Subject: COVID-19 compensation to Dyrsku'n Arrangement AS**

## 1 Summary

- (1) The EFTA Surveillance Authority ("ESA") wishes to inform Norway that, having assessed the compensation to Dyrsku'n Arrangement AS ("the measure"), it considers that the measure constitutes state aid within the meaning of Article 61(1) of the EEA Agreement and decides not to raise objections<sup>1</sup> to the measure, as it is compatible with the functioning of the EEA Agreement, pursuant to its Article 61(2)(b). ESA has based its decision on the following considerations.

## 2 Procedure

- (2) The Norwegian authorities notified the measure on 13 October 2020.<sup>2</sup>

## 3 Description of the measure

### 3.1 Background

- (3) Following the outbreak of the COVID-19 pandemic, the Norwegian Government adopted a series of measures to counter the spread of the virus. One of these measures is "Regulation of 27 March 2020 No 470 on infection control etc. during the corona-virus outbreak" ("Regulation 470").<sup>3</sup>
- (4) Regulation 470 has been amended several times. As of 7 May 2020, public events with less than 50 participants were allowed under certain conditions, see Section 13. The scope of Section 13 of Regulation 470 was extended from cultural and sports events to all public events. Since 15 June 2020, events with a maximum of 200 participants are allowed. However, only events where participants can maintain a minimum distance of one metre are allowed.
- (5) Dyrsku'n is the main annual event for the agricultural sector and the largest trade and agriculture fair in Norway. The event is organised by Dyrsku'n Arrangement AS ("Dyrsku'n Arrangement"). Dyrsku'n is held at Dyrskuplassen in Seljord, located in Vestfold and Telemark county, about 170 km south-west of Oslo. Dyrsku'n has

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<sup>1</sup> Reference is made to Article 4(3) of the Part II of Protocol 3 to the Agreement between the EFTA States on the Establishment of a Surveillance Authority and a Court of Justice.

<sup>2</sup> Document Nos 1157758 and 1157756.

<sup>3</sup> [Regulation No 470 of 27 March 2020](#) on infection control etc. during the corona-virus outbreak. In Norwegian: *forskrift om smitteverntiltak mv. ved koronautbruddet (covid-19-forskriften)*.

taken place during three days in the beginning of September every year since its inception in 1866. According to the Norwegian authorities, there are no other comparable fairs in Norway.

- (6) The Dyrsku'n fair gathers around 90 000 people from across Norway and is a major cultural happening in the region. Dyrsku'n is important for networking and exchange of knowledge and also serves as an arena for political discussions on agricultural policy as well as rural development. The event is important for the Vestfold and Telemark region as a whole.
- (7) On 28 May 2020, the Government announced that large gatherings throughout 2020 would have to be able to ensure one metre distance between participants.<sup>4</sup> It was also signalled that the maximum number of participants was subject to change. Nevertheless, when Dyrsku'n was scheduled to take place in September, the ban on gatherings with more than 200 participants was in force. As Dyrsku'n normally has around 90 000 participants and since the nature of the event makes it difficult to comply with the one metre distance requirement, Dyrsku'n Arrangement had to cancel the fair.

### 3.2 Objective

- (8) The measure is meant to partially cover the damage suffered by Dyrsku'n Arrangement, due to the cancellation of the September 2020 fair, as a consequence of the public containment measures taken to combat the COVID-19 outbreak.

### 3.3 National legal basis and aid granting authority

- (9) The aid is granted by the Ministry of Agriculture and Food ("the Ministry") by way of an allocation letter. The allocation letter will be sent to the beneficiary, Dyrsku'n Arrangement, following the adoption of the present decision. As explained by the Norwegian authorities, the allocation letter serves as an agreement between the Ministry and the beneficiary and will set out the terms and conditions for the aid grant, including the beneficiary's commitments and sanctions.
- (10) In granting the aid, the Ministry relies on the Norwegian Parliament's decision of 9 October 2020<sup>5</sup> on the appropriation of a total of NOK 11.2 million to Dyrsku'n Arrangement. Parliament took that decision on 21 September 2020 on the basis of a Government proposal.<sup>6</sup> Parliament adopted the decision solely on the basis of its constitutional prerogative to appropriate money, as set out in Section 75 letter d of the Constitution of Norway.

### 3.4 Beneficiary

- (11) The beneficiary of the measure is Dyrsku'n Arrangement, whose sole objective is to arrange the annual Dyrsku'n trade and agricultural fair. According to the Norwegian authorities, the beneficiary is not engaged in trade in products.<sup>7</sup> Dyrsku'n was not an undertaking in difficulty on 31 December 2019.

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<sup>4</sup> See [Press Conference on COVID-19](#), 28 May 2020.

<sup>5</sup> [Endringer i statsbudsjettet 2020](#) under KD, KUD, JD, KMD, ASD, HOD, BFD, NFD, LMD, SD, FIN og OED (økonomiske tiltak i møte med virusutbruddet), Chapter 1138.

<sup>6</sup> [Prop. S 142 \(2019-2020\)](#).

<sup>7</sup> Document No 1158197.

- (12) Dyrsku'n Arrangement is owned by the foundation Seljordutstillinga Dyrsku'n, founded by Seljord municipality and the Agricultural Society Telemark (Landbruksselskapet Telemark).

### 3.5 Aid instrument and budget

- (13) The aid will be awarded in the form of a grant, paid as a lump sum. The amount of the grant is estimated at NOK 11.2 million.
- (14) As explained in more detail in section 3.6, the estimated damage suffered by Dyrsku'n Arrangement is NOK 16.3 million.

### 3.6 Eligible costs, modalities of compensation and cumulation

- (15) The eligible costs correspond to the damage caused to Dyrsku'n Arrangement by the COVID-19 outbreak. The damage is defined as the loss of income as a direct consequence of the Government's measures (see section 3.1) that is to say the loss of income caused by the cancellation of the September 2020 fair.
- (16) The Norwegian authorities have submitted Dyrsku'n Arrangement's annual financial accounts for 2019, which is considered to be a normal year in terms of income and expenses.<sup>8</sup> The Norwegian authorities also submitted Dyrsku'n Arrangement's forecast of costs and loss of income in 2020.<sup>9</sup>
- (17) The quantification of the loss of income in 2020 will take into account the following:

- *Loss of revenue from ticket sale and participant fees as well as rent-fees for camping, parking, entertainment*

In 2019, the relevant income amounted to NOK 33.2 million. Out of NOK 33.2 million, ticket revenue and participation fees constituted NOK 20.5 million.

- *Avoided costs compared to 2019*

Compared to 2019, certain costs are avoided. According to Dyrsku'n Arrangement's forecast of costs and loss of income in 2020, the avoided costs are estimated to amount to NOK 13.7 million. However, since the fair's arrangement is planned throughout the year, some costs have already been incurred. Even if the number of employees has been temporarily reduced from 17 to 4, employment related costs such as salaries are still incurred.

- *2020 revenue based on prognosis*

The estimated 2020 revenue amounts to NOK 2.2 million, including NOK 0.4 million from a grant scheme for undertakings suffering a substantial loss of turnover.<sup>10</sup>

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<sup>8</sup> Document No 1154718.

<sup>9</sup> Document No 1154716.

<sup>10</sup> ESA approved the scheme by its Decision No [039/20/COL](#) of 17 April 2020. By its Decision No [065/20/COL](#) of 26 June 2020, ESA approved the scheme's amendments and prolongation.

- *Sponsor revenue*

In 2019, Dyrsku'n Arrangement received sponsor revenues in the amount of NOK 1 million. This revenue is excluded for the purpose of calculating the compensation.

(18) Based on the above, the calculation of eligible costs is as follows (in NOK million):

Revenue 2019	33.2
- revenue in 2020	2.2
- avoided costs	13.7
- revenue from sponsors	1.0
= loss of income	16.3

(19) Based on the aid grant of NOK 11.2 million and estimated loss of income in the amount of NOK 16.3 million, the estimated aid intensity of the measure is 68.7%. The aid can be cumulated with other aid covering the same eligible costs up to 100% of the damage incurred. The Norwegian authorities have ensured that allowing cumulation will not lead to overcompensation by obliging the beneficiary to declare other aid received covering the same eligible costs.

### 3.7 Commitments

- (20) The Norwegian authorities commit to carry out, no later than 30 August 2021, an *ex post* assessment of the damage suffered by Dyrsku'n Arrangement as a result of the COVID-19 outbreak, quantifying the damage precisely, based on the operating accounts of Dyrsku'n for the year 2020, audited and duly certified by an independent body.
- (21) The Norwegian authorities commit to submit to ESA, no later than a year after the adoption of the current decision, a report specifying the amount of compensation and recoverable advances granted.
- (22) The Norwegian authorities commit to ensure that Dyrsku'n Arrangement repays any over-compensation, should the *ex post* assessment show that the total state aid received by Dyrsku'n Arrangement to compensate the damage suffered as a direct consequence of the COVID-19 outbreak exceeds the actual loss.
- (23) The Norwegian authorities confirm that the payment made to Dyrsku'n Arrangement shall be net of any amount recovered by insurance, litigation, arbitration or other source for the same damage. If the aid is paid out before the insurance, the authorities will recover the insurance amount.
- (24) The Norwegian authorities commit not to grant aid to Dyrsku'n Arrangement if it is responsible for the damage suffered and/or did not conduct its activities with due diligence or in compliance with applicable legislation, or did not take any measure to mitigate its damages.

### 3.8 Applicability of the EEA Agreement

- (25) According to the Norwegian authorities, Dyrsku'n is an event with activities that are mainly linked to trade in agricultural products that fall outside the scope of the EEA Agreement. Norway also argues that some of Dyrsku'n Arrangement's activities are linked to trade in products that are covered by the EEA Agreement. The Norwegian authorities have not identified the amount of losses that relate to activities that,

according to Norway, fall outside the scope of the EEA Agreement. However, the Norwegian authorities consider that since the aid is not limited to activities that fall outside the EEA Agreement, the measure should be notified in its entirety.

#### **4 Presence of state aid**

- (26) Article 61(1) of the EEA Agreement reads as follows: “Save as otherwise provided in this Agreement, any aid granted by EC Member States, EFTA States or through State resources in any form whatsoever which distorts or threatens to distort competition by favouring certain undertakings or the production of certain goods shall, in so far as it affects trade between Contracting Parties, be incompatible with the functioning of this Agreement.”
- (27) The qualification of a measure as aid within the meaning of this provision therefore requires the following cumulative conditions to be met: (i) the measure must be granted by the State or through State resources; (ii) it must confer an advantage on an undertaking; (iii) favour certain undertakings (selectivity); and (iv) threaten to distort competition and affect trade.
- (28) The aid is granted by the Ministry and is funded from the state budget. The decision to appropriate NOK 11.2 million was taken by the Norwegian Parliament (see section 3.3). The first condition is therefore met.
- (29) By compensating part of Dyrsku'n Arrangement's loss of income caused by the cancellation of the September 2020 fair, the measure relieves Dyrsku'n Arrangement of charges which are normally borne from its budget and thereby confers an advantage on the beneficiary. Furthermore, the measure is selective, since it is granted to a single beneficiary, namely Dyrsku'n Arrangement.
- (30) ESA considers that the measure is liable to distort competition, since it strengthens the competitive position of Dyrsku'n Arrangement. Furthermore, exhibition and sale of machinery and equipment for construction and road infrastructure is subject to intra-EEA trade. ESA also notes that Dyrsku'n's website is available not just in Norwegian but also in English and German.<sup>11</sup> This is an indication that the event also targets visitors and participants from other EEA States and is not limited to only serving the local audience. ESA therefore considers that the measure is liable to affect trade between the Contracting Parties to the EEA Agreement.
- (31) In the light of the above assessment, ESA considers that the measure constitutes state aid within the meaning of Article 61(1) of the EEA Agreement.

#### **5 Scope of this decision and procedural requirements**

- (32) There are differences in the scope of the EEA Agreement with regard to agricultural products, as compared to the Treaties of the European Union. It follows from Article 8(3) of the EEA Agreement that the provisions of the Agreement do not apply, unless otherwise specified, to products falling outside Chapters 25 to 97 of the Harmonized System or to products not specified in Protocol 3.
- (33) Article 8(3) of the EEA Agreement provides that products that are not covered by points (a) or (b) fall outside the scope of application of “the provisions of this Agreement”. This indicates that the Contracting Parties intended, unless otherwise

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<sup>11</sup> See <https://www.dyrskun.no/>.

specified, for those products to be outside the scope of the EEA Agreement and not only outside the scope of the rules on free movement of goods. Accordingly, for any EEA rule to apply to such products, a specific legal basis in EEA law is required.<sup>12</sup>

- (34) Any national measure which is “inseparably linked” to the trade in products that fall outside the scope of the EEA Agreement, equally falls outside that scope.<sup>13</sup> It must therefore first be determined whether the state aid in question is inseparably linked to the trade in the products that are displayed and traded at the Dyrsku’n fair. Based on the information of the present notification, ESA concludes that the state aid in question could be viewed as inseparably linked to the trade in the products that are displayed and traded at the Dyrsku’n fair, since the purpose of the fair is to sell and to promote the trade in these products.
- (35) However, the state aid in question relates not only to products falling outside the scope of the EEA Agreement, but also to products which fall within the scope of the Agreement.<sup>14</sup> Hence, the state aid is not exclusively linked to products that fall outside the scope of the EEA Agreement. Moreover, as explained by the Norwegian authorities, the beneficiary is not engaged in trade in products (see paragraph (11)). The beneficiary organises the fair and the exhibitors that are engaged in either trade in products or provision of services (e.g, serving food and drinks at the fair). This is evidenced by the beneficiary’s sources of revenue in 2019 (paragraph (17)). The aid measure is therefore subject to EEA rules on state aid, in so far as it benefits provision of services or products within the scope of the EEA Agreement.<sup>15</sup> In those circumstances, the proper functioning of EEA state aid law requires that an aid measure must be notified to ESA, in accordance with Article 1(3) of Part I of Protocol 3 SCA.<sup>16</sup>
- (36) Pursuant to Article 1(3) of Part I of Protocol 3 to the Agreement between the EFTA States on the Establishment of a Surveillance Authority and a Court of Justice (“Protocol 3”): “The EFTA Surveillance Authority shall be informed, in sufficient time to enable it to submit its comments, of any plans to grant or alter aid. ... The State concerned shall not put its proposed measures into effect until the procedure has resulted in a final decision.” The Norwegian authorities have notified the measure, which will only enter into force subject to approval by ESA. They have therefore complied with the obligations under Article 1(3) of Part I of Protocol 3.
- (37) Norway has not identified the amount of losses that relate to activities that, according to Norway, fall outside the scope of the EEA Agreement. However, it is also undisputed that the beneficiary has activities that relate to services and products falling within the scope of the EEA Agreement. Consequently, the present decision will only apply to the extent that Dyrsku’n Arrangement has activities that are linked to provision of services and products falling within Chapters 25 to 97 of the Harmonized Commodity Description and Coding System, excluding the

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<sup>12</sup> Case E-1/16 *Synnøve Finden v The Norwegian Government* [2016] EFTA Ct. Rep. 933, para. 57.

<sup>13</sup> Case E-4/04 *Pedicel* [2005] EFTA Ct. Rep. 1, para. 34.

<sup>14</sup> As an example, both ESA and Norway consider that machinery and equipment for construction and road infrastructure are in the scope of the EEA Agreement.

<sup>15</sup> Case E-1/16, cited above, paragraph 61.

<sup>16</sup> Case E-1/16, cited above, paragraph 63.

products listed in Protocol 2, and products specified in Protocol 3 to the EEA Agreement, subject to the specific arrangements set out in that Protocol.

## 6 Compatibility of the aid measure

### 6.1 Introduction

- (38) ESA shall declare state aid compatible with the functioning of the EEA Agreement under its Article 61(2)(b), provided that certain compatibility conditions are fulfilled. This provision reads as follows: “The following shall be compatible with the functioning of this Agreement: aid to make good the damage caused by natural disasters or exceptional occurrences”. ESA has no discretion in assessing the compatibility of aid that falls within this category and meets the terms of Article 61(2)(b) of the EEA Agreement.
- (39) For all measures taken under Article 61(2)(b), there must be a direct causal link between the aid granted and the damage resulting from the exceptional occurrence for each beneficiary and the aid must be limited to what is necessary to make good the damage.

### 6.2 COVID-19 as an exceptional occurrence

- (40) Neither the EEA Agreement, nor any EEA relevant legislation contains a precise definition of “exceptional occurrence”.<sup>17</sup> Since Article 61(2)(b) of the EEA Agreement is an exception to the general prohibition of state aid laid down in Article 61(1) of the EEA Agreement, the notions of ‘natural disaster’ and ‘exceptional occurrence’ referred to in Article 61(2)(b) of EEA Agreement must be interpreted restrictively. That interpretation of Article 61(2)(b) of EEA Agreement is supported by the case law of the Court of Justice<sup>18</sup> and the case practice of the European Commission.<sup>19</sup>
- (41) The characterisation of an event as an exceptional occurrence is made by ESA on a case-by-case basis. The event must be: (i) unforeseeable or difficult to foresee,<sup>20</sup> (ii) of significant scale/economic impact,<sup>21</sup> and (iii) extraordinary.
- (42) On 9 March 2020, European Commission’s President Ursula von der Leyen made a statement that companies affected by the COVID-19 outbreak would in principle be eligible for state aid under Article 107(2)(b) of the Treaty on the Functioning of the European Union (“TFEU”). On 11 March 2020, the COVID-19 outbreak was classified as a pandemic by the World Health Organisation.<sup>22</sup> On 12 March 2020,

<sup>17</sup> See also See Commission Decision in SA.56685 [C\(2020\) 1698 final](#) (Denmark) *Compensation scheme for cancellation of events related to COVID-19*, paragraph 24.

<sup>18</sup> Judgments of 11 November 2004, *Spain v Commission*, C-73/03, EU:C:2004:711, paragraph 37, and 23 February 2006, *Giuseppe Atzeni and others*, C-346/03 and C-529/03, EU:C:2006:130 paragraph 79.

<sup>19</sup> See Commission Decision in SA.32523 [C\(2012\) 4218 final](#) (Cyprus) *Compensation scheme for air carriers registered in Cyprus for additional costs linked to the impossibility to overfly the Turkish airspace*, paragraph 50. See also Commission Decision in SA.56685 [C\(2020\) 1698 final](#) (Denmark) *Compensation scheme for cancellation of events related to COVID-19*, paragraph 24.

<sup>20</sup> Commission Decision in SA.32163 [C\(2011\) 5495 final](#) (Slovenia) *Remediation of damage to airlines and airports caused by seismic activity in Iceland and the volcanic ash in April 2010*, paragraph 31.

<sup>21</sup> Commission Decision in SA.33487 [C\(2012\) 2447 final](#) (Hungary) *Agricultural and fisheries aid to compensate for damage due to exceptional occurrence*, paragraph 36.

<sup>22</sup> [WHO Director Generals opening remarks at the media briefing on COVID-19 on 11 March 2020](#).

the European Commission adopted a decision concluding that the COVID-19 outbreak qualifies as an exceptional occurrence for the purpose of Article 107(2)(b) TFEU,<sup>23</sup> which corresponds to Article 61(2)(b) of the EEA Agreement, as it is an extraordinary, unforeseeable event having a significant economic impact.<sup>24</sup>

- (43) The spread of COVID-19 ultimately resulted in far-reaching disruption of various economic sectors. That disruption was thus clearly outside the normal functioning of the market. In order to avoid an exponential increase in the number of cases, accompanied by social alarm and severe economic consequences, containment measures needed to be adopted. Consequently, Governments all over the world adopted various measures that aimed to limit the spread of the coronavirus, e.g. travel restrictions for non-essential travels, closure of borders, closure of non-essential shops, an obligation for companies to organise working from home for every position where this is possible, and various social distancing measures.
- (44) In view of the above, the COVID-19 outbreak qualifies as an exceptional occurrence, as it was not foreseeable and is clearly distinguishable from ordinary events, by its character and its effects on the affected undertakings and the economy in general, and therefore falls outside the normal functioning of the market.
- (45) Consequently, ESA considers the COVID-19 outbreak as an exceptional occurrence within the meaning of Article 61(2)(b) of the EEA Agreement.

### **6.3 Causal link between the exceptional occurrence and the measure**

- (46) Only damage caused by the exceptional occurrence may be compensated for under Article 61(2)(b).<sup>25</sup> In the case at hand, there is a direct link between the damage caused by the exceptional occurrence and the measure.
- (47) As described in section 3.1, the COVID-19 outbreak resulted in the Norwegian Government introducing a series of virus containment measures, including a ban on public events with more than 200 participants under Regulation 470, which was in force at the time Dyrsku'n were to take place. Dyrsku'n is an event that yearly gathers around 90 000 people. As a direct consequence of this ban, Dyrsku'n Arrangement had to cancel the fair planned to take place in September 2020.
- (48) Therefore, the damage suffered by Dyrsku'n Arrangement is directly linked to the COVID-19 outbreak through the ban on public events. As the sole activity of the beneficiary is organising the Dyrsku'n fair, the ban led to a sudden and irreversible decrease of the beneficiary's 2020 revenues.
- (49) Consequently, ESA concludes that there is a direct causal link between the damage suffered by Dyrsku'n Arrangement and the exceptional occurrence, i.e. the COVID-19 outbreak.

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<sup>23</sup> Which corresponds to Article 61(2)(b) of the EEA Agreement.

<sup>24</sup> Commission Decision in SA.56685 [C\(2020\) 1698 final](#) (Denmark) *Compensation scheme for cancellation of events related to COVID-19*, paragraphs 26–30.

<sup>25</sup> See Commission Decision in SA.32163 [C\(2011\) 5495 final](#) (Slovenia) *Rectification of consequences of the damage caused to air carriers and airports by earthquake activity in Iceland and the resulting volcano ash in April 2010*, paragraph 34.

#### 6.4 Proportionality

- (50) In order to be compatible under Article 61(2)(b) of the EEA Agreement, the aid must be proportional to the damage caused by the exceptional occurrence. Aid must not result in overcompensation of damage and should only make good the damage caused by the exceptional occurrence.
- (51) ESA considers the measure as proportionate for the following reasons.
- (52) First, ESA notes that at this stage the precise impact on Dyrsku'n Arrangement's operations is not yet known. At present, the Norwegian authorities are not in a position to precisely quantify the damage suffered by the beneficiary. The damage of Dyrsku'n Arrangement is estimated, as explained in section 3.6.
- (53) The damage is defined as the loss of income as a direct consequence of the Government's measures (see paragraph (15)). Based on 2019 data, the Norwegian authorities have estimated the damage to amount to NOK 16.3 million. With the aid amount of NOK 11.2 million, the estimated aid intensity is 68.7%. Therefore, the aid under the measure is estimated to be significantly below the maximum allowed aid under Article 61(2)(b) EEA, which is 100% of the damage caused by the exceptional occurrence.
- (54) The aid can be cumulated with other aid covering the same eligible costs up to 100% of the damage incurred. However, the Norwegian authorities ensure that allowing cumulation does not lead to overcompensation by obliging the beneficiary to declare other aid received covering the same eligible costs (see paragraph (28)). ESA considers that this apt to prevent overcompensation to Dyrsku'n Arrangement.
- (55) Since the calculation of damage is an estimate, Dyrsku'n Arrangement will be obliged to present actual figures, confirmed by an external auditor, allowing the exact calculation of the actual damage. The Norwegian authorities have committed to carry out an *ex post* assessment of the damage suffered by Dyrsku'n Arrangement as a result of the COVID-19 outbreak by 30 August 2021. The *ex post* assessment will be based on the operating accounts of Dyrsku'n Arrangement for the year 2020, audited and duly certified by an independent body. Furthermore, the Norwegian authorities have committed to submit the results and the amount of aid granted to ESA, no later than 1 year after the date of the present decision. Dyrsku'n Arrangement will be contractually obliged to repay any overcompensation (i.e., state aid exceeding 100% aid intensity as a result of, for instance, lower than expected costs or higher than expected revenue in 2020, or cumulation with other aid covering the same eligible costs). This mechanism secures that overcompensation is avoided.
- (56) Consequently, ESA concludes that the methodology used to calculate the damage is appropriate.
- (57) Second, ESA notes that payment made to Dyrsku'n Arrangement will be net of any amount recovered by insurance, litigation, arbitration or other source for the same damage. If the aid is paid out before the insurance, the authorities will recover the insurance amount. Moreover, Dyrsku'n Arrangement will not receive aid for damage that they are responsible for due to lack of due diligence, compliance with applicable legislation, or measures to mitigate its damages.

(58) Consequently, ESA concludes that the measure is proportionate.

### **6.5 Conclusion**

- (59) On the basis of the foregoing assessment, ESA considers that the measure constitutes state aid within the meaning of Article 61(1) of the EEA Agreement. The present decision will only apply to the extent that Dyrsku'n Arrangement has activities that are linked to provision of services and products falling within Chapters 25 to 97 of the Harmonized Commodity Description and Coding System, excluding the products listed in Protocol 2, and products specified in Protocol 3 to the EEA Agreement, subject to the specific arrangements set out in that Protocol (see paragraph (37)). Since no doubts are raised that the aid is compatible with the functioning of the EEA Agreement, pursuant to its Article 61(2)(b), ESA has no objections to its implementation.
- (60) The Norwegian authorities have confirmed that this decision does not contain any business secrets or other information that should not be published.

Yours faithfully,

Bente Angell-Hansen  
President  
Responsible College Member

Frank J. Büchel  
College Member

Högni Kristjánsson  
College Member

Carsten Zatschler  
Countersigning as Director,  
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*This document has been electronically authenticated by Bente Angell-Hansen,  
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