

**Question for written answer E-001921/2016  
to the Commission**

Rule 130

**Gabriele Zimmer (GUE/NGL)**

**Subject:** Possible treaty infringement procedure in connection with the settlement agreement between the City of Cologne and the real estate company Köln Messe 15-18 GbR

In 2005, the Commission opened a treaty infringement procedure (2005/4955) against the Federal Republic of Germany. The subject of the procedure was the contract concluded between the City of Cologne, the city-owned company KölnMesse GmbH and the real estate company Köln Messe 15-18 GbR for the building and rental of the Messehallen Nord (Exhibition Halls North). On 29 October 2010, in its judgment in Case C-536/07, the Court of Justice of the European Union found that the contract breached EU procurement law.

The Commission halted the treaty infringement procedure on 26 April 2012. According to a press release issued by the City of Cologne on 10 May 2012, the reason was that the contractual relationship to which objection was being made no longer existed; in response to the judgment, the City of Cologne had declared the contract null and void or, alternatively, terminated it.

The city administration has now submitted to the city council for a decision a settlement agreement between the City of Cologne, KölnMesse GmbH and Köln Messe 15-18 GbR (submission 0012/2016). The settlement agreement could be seen as a continuation of the contractual relationship to which objection was made.

1. Does the settlement agreement meet the requirements laid down by the Commission?
2. Would a new contractual relationship in the form described prompt a fresh treaty infringement procedure?
3. Does the Commission regard a complete unwinding of the contracts concluded between the City of Cologne, KölnMesse GmbH and Köln Messe 15-18 GbR for the purchase of the building land and the building and rental of the exhibition halls as the only way of guaranteeing compliance with EU law in this case?