and CEEP ('the Directive'), entitled 'Measures to prevent abuse', read in conjunction with recitals 6 and 7 and clause 4 of that agreement ('Principle of non-discrimination'), and in the light of the principles of equivalence, effectiveness and practical effect of [European Union] law, preclude national legislation, specifically Article 24(3)(a) and Article 22(9) of Law No 240/2010, which allows universities to make unlimited use of fixed-term three-year contracts for researchers which may be extended for a further two years, without making the conclusion and extension of such contracts contingent on there being an objective reason connected with the temporary or exceptional requirements of the university offering such contracts, and which only stipulates, as the sole limit on the use of multiple fixed-term contracts with the same person, a maximum duration of 12 years, continuous or otherwise?

2. Does clause 5 of the Framework Agreement, read in conjunction with recitals 6 and 7 of the Directive and clause 4 of the Framework Agreement, and in the light of the practical effect of [European Union] law, preclude national legislation (specifically Articles 24 and 29(1) of Law No 240/2010), in so far as it allows universities to recruit researchers on a fixed-term basis only – without making the decision to employ such researchers contingent on the existence of temporary or exceptional requirements and without imposing any limit on this practice – through the potentially indefinite succession of fixed-term contracts, to cover the ordinary teaching and research requirements of those universities?
3. Does clause 4 of that Framework Agreement preclude national legislation, such as Article 20(1) of Legislative Decree No 75/2017 (as interpreted by the above-mentioned Ministerial Circular No 3/2017), which – while recognising that researchers on fixed-term contracts with public research bodies may be made permanent members of staff, provided that they have been employed for at least three years prior to 31 December 2017 – does not permit this for university researchers on fixed-term contracts solely because Article 22(16) of Legislative Decree No 75/2017 applies the 'public law regime' to the employment relationship – even though, as a matter of law, that relationship is based on a contract of employment – and despite the fact that Article 22(9) of Law No 240/2010 imposes the same rule on researchers at research bodies and at universities regarding the maximum duration of fixed-term employment relationships with universities and research bodies, whether in the form of the contracts referred to in Article 24 of that law or the research projects referred to in Article 22?
4. Do the principles of equivalence, effectiveness and practical effect of EU law, with regard to the Framework Agreement, and the principle of non-discrimination enshrined in clause 4 thereof, preclude national legislation (Article 24(3)(a) of Law No 240/2010 and Article 29(2)(d) and (4) of Legislative Decree No 81/2015) which – notwithstanding the existence of rules applicable to all public-sector and private-sector workers recently set out in Legislative Decree No 81 which establish (from 2018) that the maximum duration of a fixed-term relationship is 24 months (including extensions and renewals) and make the use of such relationships by the public authorities contingent on the existence of 'temporary and exceptional requirements' – allows universities to hire researchers on a three-year fixed-term contract, which may be extended for two years in the event of a favourable assessment of the research and teaching activities carried out during those three years, without making either the conclusion of the initial contract or its extension conditional on the university having such temporary or exceptional requirements, and even allowing it, at the end of the five-year period, to enter into another fixed-term contract of the same type with the same individuals or with other individuals, in order to cover the same teaching and research requirements as those of the earlier contract?
5. Does clause 5 of the Framework Agreement, in the light of the principles of effectiveness and equivalence and clause 4 of that agreement, preclude national legislation (Article 29(2)(d) and (4) of Legislative Decree No 81/2015 and Article 36(2) and (5) of Legislative Decree No 165/2001) which prevents university researchers hired on a three-year fixed-term contract, which may be extended for a further two years (pursuant to Article 24(3)(a) of Law No 240/2010), from subsequently establishing a relationship of indefinite duration, there being no other measures within the Italian legal system which can prevent and penalise the misuse of successive fixed-term contracts by universities?

Case C-44/20, Fixed-term Work

Autorità di Regolazione per Energia Reti e Ambiente (ARERA) – v – PC, RE, reference lodged by the Consiglio di Stato (Italy) on 27 January 2020

Autorità di Regolazione per Energia Reti e Ambiente (ARERA) – v – PC, RE, reference lodged by the Consiglio di Stato (Italy) on 27 January 2020

1. Must clause 4 of the framework agreement on fixed-term work, concluded on 18 March 1999 and annexed to Council Directive 1999/70/EC of 28 June 1999, be construed as requiring that the periods of service carried out by a fixed-term worker employed by the Authority, in duties which coincide with those of a permanent employee in the corresponding category of that authority, be taken into account to determine his or her length of service, even where his or her subsequent permanent

recruitment takes place further to an open competition, and notwithstanding the specific features of the open competition procedure, which, for the reasons already stated, leads to a complete novation of the relationship and, with an interruption acknowledged by the participant in the open competition procedure, to a new relationship characterised by official recruitment, special obligations and the special features of greater permanency?
2. If the answer to question (1) above is in the affirmative, must the past length of service be recognised in full, or are there objective grounds to differentiate the recognition criteria as regards full recognition on the basis of the abovementioned special features?
3. If the answer to question (2) above is in the negative, on the basis of which criteria must the length of service that is capable of being recognised be calculated in order for that length of service not to be discriminatory?

Case C-54/20 P, Miscellaneous

European Commission – v – Stefano Missir Mamachi di Lusignano and Others, appeal against judgment of the General Court (Eighth Chamber) of 20 November 2019 in Case T-502/16, Stefano Missir Mamachi di Lusignano and Others v Commission

The appellant claims that the Court should:
– set aside the judgment under appeal in so far as the General Court ordered the Commission to pay compensation for the non-material harm suffered by Ms Maria Letizia Missir and Mr Stefano Missir following the death of Mr Alessandro Missir;
– dispose of the case itself and dismiss the action at first instance as inadmissible;
– order Mr Stefano Missir and Ms Maria Letizia Missir to pay the costs of the present proceedings and those at first instance.

Case C-63/20 P, Miscellaneous

Sigrid Dickmanns – v – European Union Intellectual Property Office (EUIPO), appeal against judgment of the General Court (Eighth Chamber) of 18 November 2019 in Case T-181/19 Sigrid Dickmanns v European Union Intellectual Property Office (EUIPO)

The appellant claims that the Court of Justice of the European Union should:
1. set aside in full the order of the General Court of the European Union (Sixth Chamber) of 18 November 2019 in Case T-181/19 and then refer the case back to the General Court;
2. order the European Union Intellectual Property Office (EUIPO) to pay the costs of the appeal proceedings before the Court of Justice.

Case C-71/20, Work and residence permit

Anklagemyndigheden – v – VAS Shipping ApS, reference lodged by the Østre Landsret (Denmark) on 12 February 2020

Does Article 49 TFEU preclude legislation of a Member State which requires third-country crew members on a vessel flagged in a Member State and owned by a shipowner who is a national of another EU Member State to have a work permit, unless the vessel enters ports of the Member State on at most 25 occasions calculated continuously over the last year?

Case C-105/20, Gender Discrimination, Part Time Work

UF – v – Union Nationale des Mutualités Libres (Partenamut) (UNMLibres), reference lodged by the Tribunal du travail de Nivelles (Belgium) on 27 February 2020

UF – v – Union Nationale des Mutualités Libres (Partenamut) (UNMLibres), reference lodged by the Tribunal du travail de Nivelles (Belgium) on 27 February 2020
1. Does the Royal Decree of 20 July 1971 establishing insurance for allowances and maternity insurance for self-employed workers and spouses infringe Articles 21 and 23 of the Charter of Fundamental Rights, Council Directive 92/85/EEC of 19 October 1992 on the introduction of measures to encourage improvements in the safety and health at work of pregnant workers and workers who have recently given birth or are breastfeeding, Directive 2006/54/EC of the European Parliament and of the Council of 5 July 2006 on the implementation of the principle of equal opportunities and equal treatment of men and women in matters of employment and occupation (recast), Council Directive 86/613/EEC of 11 December 1986 on the application of the principle of equal treatment between men and women engaged in an activity, including agriculture, in a

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