1. In case that the manager of the Company A is also the manager of Company B (without having ownership neither of the Company A nor of the Company B), should companies A and B be determined as a “single undertaking”?

According to Article 2(2), ‘Single undertaking’ includes, for the purposes of this Regulation, all enterprises having at least one of the following relationships with each other: (a) one enterprise has a majority of the shareholders’ or members’ voting rights in another enterprise; (b) one enterprise has the right to appoint or remove a majority of the members of the administrative, management or supervisory body of another enterprise; (c) one enterprise has the right to exercise a dominant influence over another enterprise pursuant to a contract entered into with that enterprise or to a provision in its memorandum or articles of association; (d) one enterprise, which is a shareholder in or member of another enterprise, controls alone, pursuant to an agreement with other shareholders in or members of that enterprise, a majority of shareholders’ or members’ voting rights in that enterprise. Unless the manager is himself an undertaking and has the power (based on his contract) to appoint or remove a majority of the members of the administrative or supervisory body in both undertakings it is unlikely that the two undertakings are part of the same undertaking.

1. Provided that the manager of an undertaking A (without having ownership of the company A) is owner of another Company B (more than 51 % - natural person conducting economic activity under the name and for the account of Company B), should the two companies (A and B) be regarded as a “single undertaking”?

Unless the manager is himself an undertaking and has the power (based on his management contract with undertaking A) to appoint or remove a majority of the members of the administrative or supervisory body in company A as he would be entitled to do in company B, it is unlikely that the two undertakings are part of the same single undertaking.

1. In which case there is a “dominant influence” according to art. 2, paragraph 2, letter “c” of the Regulation (EC) № 1407/2013 of the Commission? Could you give us specific examples in which there is a “dominant influence” and what checks the administrator of the aid should perform to determine the “single undertaking”?

A dominant influence can be considered to exist when, doe to a contract concluded between the two companies, one can exercise a decisive influence over the commercial choices of the other. His can be because of a 'golden share'' type of arrangement in the by-laws of the company. Also, this can be the situation of some (exclusive) agency agreements between companies.