The Devil Is in the Details

How the Ombudsman Overlooked What Was at Stake in the Voices of the People Case

A companion text to
The Price of a Relationship

DEMOS — Centre for Democracy, Creativity and Social Inclusion
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1. Overview

In April 2024, DEMOS asked the European Ombudsman to examine the suppression of *Voices of the People*, a study of public opinion in Guinea-Bissau subsidized by the European Union and written by ten scholars.[1] The complaint concerned censorship, academic freedom and the rights of the citizens whose views the study recorded. The Ombudsman opened an own-initiative inquiry in July 2024, under Emily O'Reilly. The case was closed in July 2025, under her successor, Teresa Anjinho, with no further inquiry and a suggestion for improvement.[2]

The Decision found one fault: the Commission made its free-of-charge condition explicit only after the study was complete. We acknowledge that finding. But the Decision is more revealing for what it does not see.

Our thesis is simple. The Decision did not refute the case for academic freedom. It dissolved it. A complaint about censorship, fundamental rights and the voice of a people became a contract dispute. What was at stake — the citizens of Guinea-Bissau, the democracy the project was meant to serve, the freedom to publish — never enters the analysis.

The Decision did this not through one large error, but through many small ones. Each, on its own, has a plausible explanation. Together, they form a pattern: every detail moves the case toward the Commission's account, and none moves it the other way. They reveal a lack of critical discernment in the face of evidence that called for it. Only one side was heard, and only one side's account survived. A close reading of the Decision's wording exposes the problem — as the old adage has it, the devil is in the details.

2. Why Details Matter

The Price of a Relationship sets out the full case: the censorship as a political act, its human rights dimension, the shortcomings of the inquiry, the conceptual error of the public goods doctrine, and the harm done. This text has a narrower task. It completes the analysis of the Decision itself. It does not restate the paper's arguments. It examines, at a finer grain, how the Decision was built.

It adds three things. First, textual evidence: where the Decision's account comes from, what was lost on the way, and what was added. Second, attention to language as method: the hedge, the vocabulary of concession, the appearance of reasonableness. Third, what is missing at the core: academic freedom, the citizens of Guinea-Bissau, and the democratic

[1] DEMOS, Complaint to the European Ombudsman, sent 29 April 2024, with Exhibits 1–10. All documents cited in this text are available at vozesdopovo.org; the codes in square brackets identify each one in the archive. [VP-011; VP-012]

[2] European Ombudsman, Decision in case OI/4/2024/MIK, 8 July 2025. References to paragraphs of the Decision are given in the text. The inquiry was opened by letter of 11 July 2024. [VP-027; VP-014]

purpose of the project. The Decision mentions the word democracy only once, and then to justify the restriction placed on the publication of *Voices of the People*.

The method is documentary. We compared the Decision, paragraph by paragraph, with the record before the Ombudsman. We also measured its text against the report of the inquiry team's meeting with the Commission on 5 September 2024: which of the Commission's positions the Decision adopted, and how much of its wording it reproduced. Every claim made here rests on a document anyone can check; the footnotes identify each one.

We do not explain motives. We show what the Decision did, and leave readers to draw their own conclusions. One test guides the reading: errors made at random tend to fall on both sides. These do not.

3. Seven Illustrations

I. The Words That Are Missing

Argument. The Decision resolves a different case from the one that was brought. The words in which the complaint was made — censorship, academic freedom, human rights — do not survive the passage from complaint to Decision.

Evidence. The April 2024 complaint speaks of censorship ten times, of academic freedom twelve, of human rights eight and of mediation seven. The Decision uses none of these words. "Freedom" does not appear, not even as academic freedom. Neither do rights, human or fundamental. "Democracy" appears once, in the Commission's voice, as a reason why no one may profit from the study (para. 20). The Decision's summary reduces the case to "concerns about conditions related to the publication of the study."[3]

The same loss shows in what the Decision borrowed. Its account of the background is drawn from the report of the inquiry team's meeting with the Commission, often word for word: 27 per cent of the words in paragraphs 1–6 belong to sequences of six or more words identical to that report. Yet two passages of that report were not carried over. One recorded that DEMOS "accused the EU of 'censorship'." The other recorded the Commission's denial: the complainant "cannot reasonably argue that the Commission prevents public access to knowledge or 'censors' the study."[4]

Conclusion. To cite the denial would have meant weighing the accusation. Dropping both made the question disappear. The case that was closed is not the case that was opened. Its core was ignored — rejected in effect, without a word of explanation.

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[3] Word counts by the author, from the complaint of April 2024 and the Decision of 8 July 2025. The summary appears at the head of the Decision. [VP-011; VP-027]

[4] European Ombudsman, Report on the Meeting of the Inquiry Team with Representatives of the European Commission, 5 September 2024, sent to DEMOS on 18 October 2024. Textual overlap measures the words of the Decision that form part of identical sequences of six or more words in the source, excluding letterheads, links and the case title. [VP-016a; VP-018a]

II. A Date Moved Forward

Argument. A single wrong date moves the start of the censorship into the following year — and the error is the Decision's own.

Evidence. Paragraph 3 states: "In 2022, the Delegation reviewed the final draft of the report from the study before its envisaged printing. However, the Delegation requested that the printing be put on hold." The meeting report from which this account is drawn gives no year. The record before the inquiry does: the printing hold was ordered on 29 November 2021.[5] By then, the book had been well received by the Delegation. A single, minor revision had been agreed and made. The book was about to go to print.

Conclusion. From that day, two books were blocked. The Portuguese edition went to print only in January 2024 — more than two years late, and only after a sustained public campaign.[6] The English edition remains unpublished. Moving the date erases part of that struggle, and with it any sense that something had gone wrong. DEMOS and its colleagues carried that struggle from November 2021 to the Decision of July 2025 — more than three and a half years — unpaid, on a matter of principle. An institution entrusted — and resourced — to defend fundamental freedoms might have been expected to register what it cost.

III. Favours Where There Were Agreements

Argument. The Decision recasts mutual commitments as concessions, and folds a shifting sequence into a single act. If everything was a favour, nothing was an obligation.

Evidence. Paragraph 3 states that Addendum 2 (August 2020) "was signed on the complainant's initiative." In the Commission's voice, the English manuscript was added "at the request of the complainant" (para. 15), and the Delegation "had accommodated several requests" (para. 17). The 2020 correspondence tells a different story: a rationale requested by the Delegation, annexes revised and exchanged, and an amendment signed by both parties.[7]

Paragraph 4 compresses time in the same way. It presents a single "permission" of March 2023, with two conditions attached. In fact, on 22 October 2022, the Commission wrote that publication "can therefore go ahead," with one requirement: a disclaimer the book

[5] WhatsApp messages from Simona Schlede, Head of Cooperation, EU Delegation to Guinea-Bissau, to Miguel Carter, 27 and 29 November 2021; email from Miguel Carter to Simona Schlede, 28 November 2021, with the revised passage. Complaint of April 2024, Exhibit 6. [VP-005]

[6] Miguel Carter and Carlos Cardoso (eds.), Vozes do Povo: Sociedade, Política e Opinião Pública na Guiné-Bissau (Bissau: DEMOS, 2021), colophon: "Primeira impressão, janeiro 2024."

[7] Communication between the EU Delegation and DEMOS, 3 March–11 November 2020. DEMOS submission of 13 May 2025, Exhibit 15. [VP-002b; VP-026]

already carried.[8] The free-of-charge condition came five months later, after the Commission had declined to transfer the copyright.[9]

Conclusion. The language of concession waters down what was agreed — and with it, the gravity of its breach. It creates ambiguity where the contract had none. Folding two moments into one hides the sequence that shows the Commission's grounds shifting. Neither move is dramatic. Both point the same way.

IV. A Principled Self-Portrait

Argument. The Decision accepts the Commission's portrait of itself as an institution acting on principle. The record tells another story, and the record was in the Ombudsman's hands.

Evidence. The "public good" doctrine appears nowhere in the Commission's correspondence with DEMOS between 2020 and 2023 — all of it submitted to the Ombudsman. In February 2023, the Commission declined to transfer the copyright because of "the extremely arduous and lengthy internal procedure required." In March 2023, it grounded the free-of-charge condition in Section 2.2 of the Terms of Reference and in the fact that the contract had been fully paid. The term "public good" first appears at the meeting of 5 September 2024, before the Ombudsman's inquiry team.[10]

The Decision then reads it back into the past. In March 2023, it says, the Commission required that "the book, as a 'public good' produced with EU funds, be distributed free of charge" (para. 4). It records, without comment, that the copyright could not be transferred "for the same reason" (para. 19). Its summary adopts the doctrine in its own voice: the Commission "was correct to insist that it be made available to the public free of charge."

Conclusion. The Commission rewrote its conduct as a defence of principle — a principle it could not source when asked[11] — and the Ombudsman accepted the rewriting whole. The principle itself is misconceived, as *The Price of a Relationship* argues (Point 5). As DEMOS explained, and the Decision records (para. 5), free distribution would prevent publication with a reputable academic press. In practice, it barred the English edition. The Decision extols the public good while the public is denied the book. Nor does the logic hold

[8] Email from Hans Christian Stausboll, DG INTPA, to Miguel Carter, 22 October 2022. Complaint of April 2024, Exhibit 7. [VP-009]

[9] Emails from Hans Christian Stausboll to Miguel Carter, 10 February and 20 March 2023. Complaint of April 2024, Exhibit 7. [VP-009]

[10] Complaint of April 2024, Exhibits 6, 7 and 9 (correspondence of November 2021 to April 2023); DEMOS submission of May 2025, Exhibit 15 (correspondence of 2020). Meeting report of 5 September 2024: the output of a service contract "thus becomes a 'public good'." [VP-002b; VP-005; VP-006-007; VP-009; VP-016a]

[11] European Ombudsman to the European Commission, 11 July 2024, question 3: "Is this a regular requirement for studies financed with EU funds?" The Commission cited no rule. It argued that it "could be subject to criticism (from the European Court of Auditors, for instance, or EU taxpayers more generally)" if a publisher or contractor were allowed to profit from a study produced with public funds. Report on the Meeting of the Inquiry Team with Representatives of the European Commission, 5 September 2024. In December 2025, the Commission told the Ombudsman that the condition is now taught to Delegation staff as "mandatory" (Reply C(2025) 8523 final, 5 December 2025). [VP-015; VP-016a; VP-028]

elsewhere: the EU routinely funds researchers, entrepreneurs and farmers whose work goes on to earn income.

V. "Seems"

Argument. A hedge in DEMOS's favour leads nowhere. A hedge in the Commission's favour closes the case.

Evidence. Paragraph 23 concedes that the contract "seems to be based on an assumption that the book would be published." Paragraph 24 withdraws the concession: "Nonetheless," there is no provision "clearly stating that the book must or would definitely be published." Paragraph 25 settles the matter on the Commission's reading: it "could reasonably assume that it did not ultimately need to amend the underlying contract" — and, again hedged, it "does not seem to have breached any contractual provisions."

The contract does not hesitate. Its objective was to "disseminate these findings through publications." Its activities included "Prepare & Publish an Edited Volume," in at least 600 copies, also "published electronically" (2019). Addendum 2 (2020) aimed "to ensure the manuscript's subsequent publication by a reputable academic press," and added an English manuscript as a deliverable. Its indicators measured the "number of citations and reviews of the book publication in English."[12] One does not count citations of a book no one expects to publish.

Then there is Addendum 3. In December 2021, the Commission sought to strike out that English deliverable and the purpose of promoting "awareness and knowledge about Guinea-Bissau to the broader international community, by making available novel information on this country in English." In March 2023, it invoked the same purpose to require free distribution.[13] The same clause was used twice, in opposite directions, toward one result. One does not try to amend a contract to remove an obligation that does not exist.

Conclusion. Even the Decision concedes only that the contract "seems to be based on an assumption that the book would be published" (para. 23) — a hedge that no consistent reading of the contract supports, and that the Commission's own Addendum 3 contradicts. After a year-long inquiry, the Ombudsman should have known what the contract said. It required no legal opinion — only the willingness to read the contract against the Commission's account of it.

[12] Service contract FED/2019/406-596 and its Terms of Reference, June 2019 (Complaint of April 2024, Exhibit 1); Addendum 2, August 2020 (Exhibit 4, as revised in the submission of May 2025). [VP-002; VP-003]

[13] Proposed Addendum 3, transmitted by the EU Delegation on 15 December 2021 and declined by DEMOS (Complaint of April 2024, Exhibit 9). Email from Hans Christian Stausboll, 20 March 2023, citing Section 2.2 of the Terms of Reference (Exhibit 7). [VP-006-007; VP-009]

VI. The Way Out That Was Set Aside

Argument. The inquiry came close to a solution, then left it behind — together with the history of a dialogue that had been refused.

Evidence. The inquiry team prepared six questions for its meeting with the Commission. Question 4 asked whether the free-of-charge requirement was "applicable or justified in the specific case of the complainant." Question 5 asked whether the Commission could "reimburse the costs of publishing the study in question in open access or, alternatively, withdraw the requirement." The meeting report records that the team "skipped questions 4 and 5," in light of the Commission's previous answers.[14] The Decision does not return to them.

Instead, it records the Commission's view that "nothing prevents the complainant from also publishing the English version online" (para. 18), and its suggestion that DEMOS might use contract funds for non-commercial publication (para. 19). Both take the free-of-charge condition as given — the very point that questions 4 and 5 were meant to test. The forum where such terms could have been agreed — formal conciliation under Article 40 of the General Conditions — was refused on 21 April 2023: the Commission did "not see any added value in entering into further negotiations."[15] In the Decision, that refusal becomes a neutral phrase: "After the Commission had informed the complainant that its decision was final" (para. 6).

The refusal had a history. For nearly a year after the printing hold, apart from one conversation with the Head of Cooperation and a few minutes with the Ambassador, there was no dialogue to settle differences. Dialogue opened only after DEMOS took its case to the Commissioner and to the public in October 2022. The Commission's reply allowed publication — and asked DEMOS to "stop the social networks campaign against the EU." The Decision mentions none of this.[16]

Conclusion. The question that could have resolved the case was set aside in a meeting from which DEMOS was absent. The history that explains why DEMOS turned to the Ombudsman — a year of silence, a door opened only under public pressure, then closed again — does not appear.

VII. An Explanation No One Else Saw

Argument. The case was closed on the strength of material that only one party saw.

Evidence. The Decision closes the case on this ground: "no useful purpose would be served by further inquiring into the matter because the Commission has given a

[14] European Ombudsman, letter to the European Commission requesting a meeting, 11 July 2024, questions 4 and 5; meeting report of 5 September 2024. [VP-015; VP-016a]

[15] DEMOS's request for conciliation, 30 March 2023, and the Commission's reply, 21 April 2023. Complaint of April 2024, Exhibit 7. General Conditions for service contracts, Article 40. [VP-009; VP-002]

[16] Complaint of April 2024, Exhibits 6 and 7, including DEMOS's letter to Commissioner Jutta Urpilainen of 5 October 2022 and the Commission's reply of 22 October 2022. [VP-005; VP-009]

reasonable explanation" (para. 32). On 13 January 2025, the Ombudsman put four written questions to the Commission and told it: "we are likely to send your reply and related enclosures to the complainant for comments."[17] No reply was ever shared with DEMOS. On 30 April 2025, DEMOS was told only that the inquiry was analysing "additional clarifications and documents recently obtained from the Commission."[18] The Decision attributes to the Commission eight arguments that do not appear in the meeting report.

The asymmetry runs through the inquiry. The Commission had a formal meeting with the inquiry team and checked the draft report of that meeting — to ensure it was "factually accurate and complete" — before DEMOS saw it. DEMOS had only one telephone call, a month before the inquiry opened.[19]

Conclusion. One side saw almost everything; the other, much less. This is not a matter of form. It goes to the equality of the parties, which any fair inquiry must protect.

4. The Pattern

Taken one by one, each of these details admits an innocent reading. A date can be mistyped. A hedge can be caution. A word can be left out for economy. Taken together, they do not scatter. Every one moves the case toward the Commission's account. None moves it the other way.

The textual record bears this out. Of the 21 positions the Commission set out at its meeting with the inquiry team, the Decision adopts 15 in the Ombudsman's own voice and rejects none. Nine per cent of the Decision's words come, word for word, from the report of that meeting, a text of some 2,300 words. Only 1.5 per cent of the Decision's words come from everything DEMOS submitted — the complaint, the response of November 2024 and the submissions of May 2025 — some 14,000 words in all. The Decision built its assessment on the core of the Commission's case, and left DEMOS's countervailing arguments and evidence unweighed.[20]

The details fall into five moves. The Decision reframes the case, from censorship and rights to contract. It softens the facts: a date moved, agreements turned into favours, two moments folded into one, a contractual obligation read as uncertain. It adopts the Commission's self-portrait as an institution acting on principle. It leaves out what does not fit. And it closes on an explanation that one party never saw. This is what we mean by a lack of critical discernment in the face of evidence that called for it.

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[17] European Ombudsman, letter to the European Commission, 13 January 2025. [VP-025a]

[18] Email from Michał Krajewski to Miguel Carter, 30 April 2025. [VP-025b]

[19] Meeting report of 5 September 2024; correspondence between DEMOS and the Ombudsman's office, June 2024 to April 2026. [VP-013; VP-016a; VP-017; VP-018; VP-025; VP-025b]

[20] Comparison of the Decision of 8 July 2025 with the meeting report of 5 September 2024 and with DEMOS's written submissions: the complaint of April 2024, the Response to the European Commission and its Annexes of 20 November 2024, and the Annexes revised on 12 May 2025 and submitted on 13 May 2025. Method as in note 4. Of the DEMOS texts, the response of November 2024 accounts for most of the overlap (one per cent of the Decision's words). [VP-011; VP-016a; VP-021; VP-022; VP-026]

What it leaves out is not marginal. The Decision records the reason the Delegation gave for halting the printing: some conclusions "could undermine the EU's relations with Guinea-Bissau" (para. 3). A political reason for stopping an academic study passes without a single question. The reading committee in Brussels that cleared the study for publication, noted in the meeting report, disappears.[21] Addendum 3 — the Commission's attempt to remove the publication right — is mentioned but not weighed. The year without dialogue, the refused conciliation and the skipped questions are absent. So are DEMOS's submissions of November 2024 and May 2025, and the years of work behind them.[22]

The stakes reach beyond this case. This is how democratic erosion can advance inside Europe's own institutions — not through open defiance of the rules, but through a language that keeps the appearance of reasonableness: "seems," "accommodated requests," "public good." Inconvenient facts are set aside. The outcome bends to fit. Oversight continues in form and yields in substance. What remains is a theatre of compliance.

The citizens of Guinea-Bissau, for whom the study was made, do not appear in the Decision. Neither does the freedom to publish what they said. It now falls to Europeans who share these democratic values to decide whether this is the oversight they want — and how they will safeguard their own freedoms.

[21] Meeting report of 5 September 2024: "An additional 'reading committee' was set up. This committee concluded that the study could be published with a disclaimer …" [VP-016a]

[22] DEMOS, Response to the European Commission, with Annexes and Exhibits 11–13, 20 November 2024; DEMOS submission of 13 May 2025, with Exhibits 14–18. [VP-019; VP-021; VP-022; VP-026]