

- annul any decision that the European Parliament may have taken with regard to the further course of this negotiated procedure without publication notice NPE-15.8;
- declare that the contract(s) that are possibly closed based on the negotiated procedure without publication of a contract notice for NPE-15.8, is (are) null and void;
- order that the European Parliament has to bear the costs of the proceedings, including the expenses for legal counsel incurred by the applicant.

### **Pleas in law and main arguments**

In support of the action, the applicant relies on one plea in law, alleging a violation of Article 102 of the Financial Regulation, of Article 103 of the Financial Regulation, of Article 104.2 of the Financial Regulation and of Article 134.1 (c) of the Rules of Application, thus invalidating the Decision of unknown date, to launch the negotiated procedure without prior publication of a contract notice.

According to the applicants, the European Parliament wrongfully and illegally used the negotiated procedure without prior publication of a contract notice, whereby it should have been stated that this procedure was an exceptional procedure of which the use had to be legally justified (also given the obligation of the European Parliament to ensure that all public procurement contracts are put out to tender on the broadest possible basis, cfr. article 102.2 of the Financial Regulation). Such justification, so the applicants claim, was not given by the European Parliament, nor were there any reasons of extreme urgency brought about by unforeseeable events not attributable to the European Parliament present (as required for the application of article 134.1 (c) of the Rules of Application).

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### **Action brought on 13 April 2015 — Sopra Steria Group v Parlement**

**(Case T-182/15)**

(2015/C 262/39)

*Language of the case: English*

### **Parties**

*Applicant:* Sopra Steria Group SA (Annecy-le-Vieux, France) (represented by: A. Verlinden, R. Martens and J. Joossen, lawyers)

*Defendant:* European Parliament

### **Form of order sought**

The applicant claims that the Court should:

- annul the decisions of the European Parliament of unknown date, notified by letters dated 13 February 2015, to exclude IBI IUS for Lot 2 and to exclude STEEL for Lot 3 in the tendering procedure for PE/ITEC-ITS14;
- declare that the contract(s) with other tenderers due to this exclusion decisions is (are) null and void;
- order that the European Parliament has to bear the costs of the proceedings, including the expenses for legal counsel incurred by the applicant.

### **Pleas in law and main arguments**

In support of the action, the applicant relies on one plea in law, based on the infringement by the European Parliament of the principles of transparency, proportionality and equal treatment as contained in article 102.1 of the Financial Regulation, the infringement of the exclusion criteria as contained in article 107.1(a) and (b) of the Financial Regulation, the infringement of article 158.3 of the Rules of Application, the infringement by the European Parliament of its own Tender Specifications for ITS14, thus invalidating the Decisions of unknown date, notified by letters dated 13 February 2015, to exclude IBI IUS for Lot 2 and to exclude STEEL for Lot 3 of ITS14.

In the primary part of the first and only plea in law, the applicant claims that the European Parliament has failed to correctly apply its own Tender Specifications for ITS14 and the general procedural requirement of *patere legem quam ipse fecisti* and has infringed article 107.1(a) and (b) of the Financial Regulation and this by excluding the applicant and consequently, the consortia IBI IUS for Lot 2 and STEEL for Lot 3 of ITS14, because of an alleged (and unproven) potential conflict of interest and because of an alleged (and unproven) failure to supply information to the European Parliament.

In the secondary part of the first and only plea in law (subsidiary order), the applicant claims that the European Parliament has violated the principles of transparency, proportionality and equality of treatment (non-discrimination) as laid down in article 102.1 of the Financial Regulation and this by excluding the applicant and consequently, the consortia IBI IUS for Lot 2 and STEEL for Lot 3 of ITS14, because of an alleged (and unproven) potential conflict of interest and because of an alleged (and unproven) failure to supply information to the European Parliament.

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### Action brought on 14 April 2015 — Trivisio Prototyping v Commission

(Case T-184/15)

(2015/C 262/40)

Language of the case: German

#### Parties

*Applicant:* Trivisio Prototyping GmbH (Trier, Germany) (represented by: A. Bartosch and A. Böhlke, lawyers)

*Defendant:* European Commission

#### Form of order sought

The applicant claims that the Court should:

- annul Commission Decision C(2015) 633 final of 2 February 2015 concerning recovery of the sum of EUR 385 112,19 together with interest owed by Trivisio Prototyping GmbH;
- order the Commission to pay the costs of the proceedings.

#### Pleas in law and main arguments

In support of the action, the applicant relies on three pleas in law.

1. First plea in law, alleging an error of assessment of the facts

- The applicant claims, inter alia, that the Commission was aware, or should in any event have been aware, of the involvement of Russian engineers at the time of signing the ULTRA ('Ultra portable augmented reality for industrial maintenance applications'), IMPROVE ('Improving Display and Rendering Technology for Virtual Environments') and CINESPACE ('Experiencing urban film and cultural heritage while on-the-move') grant agreements. It adds that recovery of the sum claimed in those circumstances is an abuse of power.

2. Second plea in law, alleging that the applicant did not infringe the rules of Annex 2 to the grant agreement relating to subcontracting

- The applicant claims that there existed a relationship of control between it and the employer of the Russian engineers — irrespective of fact that they consist of independent legal persons — with the result that there is no infringement of the provisions of Annex II to the grant agreement.

3. Third plea in law, alleging in the alternative an infringement of the principle of the protection of legitimate expectations

- In the alternative, the applicant relies on the principle of the protection of legitimate expectations against the recovery of the contested sum.
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