by Dr Rolf Wägenbaur, of the Brussels Bar, with an address for service in Luxembourg at the Chambers of Arendt and Medernach, 8—10 Rue Mathias Hardt.

The applicants claim that the Court should:

1. annul Directive 98/43/EC of the European Parliament and of the Council of 6 July 1998 on the approximation of the laws, regulations and administrative provisions of the Member States relating to the advertising and sponsorship of tobacco products (OJ L 213, 30.7.1998, p. 9), at least in so far as it prohibits or hinders sponsorship and advertising in respect of marks which were also used in advertising for products other than tobacco products before 30 July 1998;

2. order the defendants to pay the costs.

Pleas in law and main arguments adduced in support:

The applicants are companies incorporated under Swiss law. The first applicant is the owner of the rights to the 'Davidoff' trade mark outside the tobacco sector and awards licences workwide for diversification products under the 'Davidoff' and associated marks. The second applicant is the owner of the rights to the 'Davidoff' mark with respect to tobacco products, including smokers' articles such as lighters etc.

While originally only tobacco products were marketed under the 'Davidoff' mark, now a variety of diversification products, generally produced under licence, such as cosmetics, spirits, leather goods, ties, watches, spectacles etc. are also marketed under that mark. In the applicants' submission, there is a significant difference between the advertisements for tobacco and those for the other diversification products, and the latter do not give rise to any associations with 'Davidoff' tobacco products.

The applicants submit that they rely on the licences continuing to be able to advertise the licensed products, in order to be able to ensure the continued existence of the 'Davidoff' diversification products and the jobs associated therewith.

As regards the law, the applicants rely on similar arguments to those which have already been put forward in Case T-175/98 [1]. As additional pleas in law, however, they also put forward misuse of discretion, breach of other fundamental rights (freedom of the press, right to one's name as an emanation of the right of personality, right to equal treatment, freedom to carry on a profession) and infringement of the TRIPS Agreement (Agreement on grade-related aspects of intelectual property rights).

[1] Case T-175/98 Una Film GmbH v. Parliament and Council.

Action brought on 29 October 1998 by José Cuenda Guijarro and Others against the Council of the European Union

(Case T-179/98)

(98/C 397/65)

(Language of the case: French)

An action against the Council of the European Union was brought before the Court of First Instance of the European Communities on 29 October 1998 by José Cuenda Guijarro, Eva Hellgren, Petri Samuli Laaksonen, Hans Lund, Daniel Marlier, Maria Augusta Santos, Agneta Sederowsky, Noé Youssouroum and Jacqueline Willems, all residing in Belgium, represented by Jean-Noël Louis and Françoise Parmentier, of the Brussels Bar, with an address for service in Luxembourg at the Office of Fiduciaire Myson SARL, 30 Rue de Cessante.

The applicants claim that the Court should:

— annul the Council's decision of 12 January 1998;

— order the Council to pay the costs.

Pleas in law and main arguments adduced in support:

The applicants, who are officials of the Council of the European Union, noted faults, omissions, poor workmanship and defects affecting the Justus Lipsius Building where they work.

After taking numerous informal steps, they made a formal request for:

— the appointment of an expert, chosen by agreement with the representatives of the staff, and instructed, after having access to all documents relating to the Justus Lipsius Building, to report all faults and deficiencies affecting the building and jeopardising the safety of staff and visitors, indicate the appropriate remedial work and check the proper performance of that work;

— an undertaking to carry out or have carried out all the work specified by the above expert with a view to bringing the building into proper state in accordance with the expert's report;

— the putting in order, without delay, of the Justus Lipsius Building so that it conforms with the requirements of the Community and Belgian laws and regulations;

— the adoption of effective information and training measures for staff with respect to safety.

That request was expressly rejected by a decision of 12 January 1998.

The applicant point out that the Council is obliged, as employer, to guarantee the safety, health and quality of environment of its officials at their place of work.

In support of their action, the applicants rely on a single plea in law, alleging breach of the duty of care and assistance, infringement of the building regulations of the Brussels conurbation, infringement of the rules on safety, protection of health and quality of the environment at places of work, and manifest error of assessment.

Action brought on 30 October 1998 by Elizabeth Cotrim against the European Centre for Development of Vocational Training (CEDEFOP)

(Case T-180/98)

(98/C 397/66)

(Language of the case: French)

An action against the European Centre for Development of Vocational Training (CEDEFOP) was brought before the Court of First Instance of the European Communities on 30 October 1998 by Elizabeth Cotrim, residing at Winkelse (Belgium), represented by Jean-Noël Louis and Françoise Permentier, of the Brussels Bar, with an address for service in Luxembourg at the Offices of Fiduciaire Myson SARL, 30 Rue de Cessange.

The applicant claims that the Court should:

— annul CEDEFOP's decision of 9 March 1998 requiring the applicant to repay the sum of BEF 50 102, corresponding to two thirds of the installation allowance paid upon her entry into service;

— order the defendant to pay the costs.

Pleas in law and main arguments adduced in support:

On 1 April 1997 the applicant entered in the service of CEDEFOP, pursuant to a contract of two years' duration, as a member of its temporary staff, in order to work as a grade C 5 secretary. She was paid an installation allowance pursuant to Article 24(1) of the Conditions of employment of other servants of the European Communities.

By letter of 28 January 1998, the Commission offered her a position as a typist in DG XI. Having accepted that offer, the applicant gave to the defendant, by note dated 31 January 1998, notice of her intention to terminate her employment, in accordance with Article 8 of her contract. The two-month period covered by that notice commenced on 1 February 1998 and ended on 31 March 1998. The applicant took up her duties in DG XI on 1 April 1998.

In support of her case, the applicant maintains that she has worked without interruption in the service of the Communities since 1 April 1997. She claims that, by deciding to proceed to recover two thirds of the installation allowance paid upon her entry into service, the defendant has infringed Article 5(5) of Annex VII of the Staff Rergulations. In taking the view that, by moving from CEDEFOP to the Commission, the applicant had voluntarily left the service of the Communities, the defendant committed a manifest error of assessment, having regard to its legal status and to the task assigned to it.

The applicant considers that the retention by the Commission of two thirds of the installation allowance paid to her is contrarty to Article 85 of the Staff Regulations, having regard to the defendant's standard practice, agreed with the Commission, of paying the whole of the installation allowance to its staff upon their recruitment.

In the alternative, the applicant maintains that, according to Article 5(5) of Annex VII of the Staff Regulations, the defendant has acted unlawfully in demanding reimbursement of over half of the installation allowance paid to her.