

- order the European Commission to pay the expenses and fees of the lawyer acting for IDIAP;
- alternatively,
- declare the action admissible;
- allow the action;
- consequently,
- annul the European Commission's decision of 11 May 2010;
- order the European Commission to undertake a fresh audit of IDIAP and to assign it to an institution other than Treureva;
- order the European Commission to pay the expenses and fees of the lawyer acting for IDIAP.
- the model contract on which the AMIDA, BACS and DIRAC contracts are based does not exclude permanent employment contracts from eligible costs;
- the link between researchers' employment contracts and the AMIDA, BACS and DIRAC project is expressly mentioned in the employment contracts;
- the researchers' employment contracts exist solely because of the projects, the applicant having no funds of its own to pay the researchers outside of the projects;
- the best way of ensuring that researchers can be released at the end of a project is a permanent contract, since under Swiss law (where the applicant is established) such a contract can be terminated at any time without cause on a brief period of notice;
- the Commission's interpretation is contrary to the principles of good faith and protection of legitimate expectations, since that interpretation has been gradually altered;
- alternatively, the audit procedure which is the subject of the contested decision is vitiated by irremediable defects which demand its annulment.

Pleas in law and main arguments

By this action, based on an arbitration clause, the applicant asks in essence that the General Court declare the eligibility of costs incurred in respect of researchers holding permanent employment contracts in relation to the AMIDA, BACS and DIRAC contracts within the framework of the specific research and technological development and demonstration programmes 'Integrating and Strengthening the European Research Area (2002-2006)' and 'Information Society Technologies (2000-2006)'.

In support of its action, the applicant claims that:

- the European Commission's interpretation of the AMIDA, BACS and DIRAC contracts, to the effect that costs in respect of permanent employment contracts of researchers are ineligible ordinary operating costs and not additional costs linked to the projects, is arbitrary or at least unfounded, since:

Order of the General Court of 18 June 2010 — *Ecoleam Research & Development v OHIM (CAPS)*

(Case T-452/07) ⁽¹⁾

(2010/C 221/92)

Language of the case: Swedish

The President of the Fifth Chamber has ordered that the case be removed from the register.

⁽¹⁾ OJ C 51, 23.2.2008.
