Defendant: European Food Safety Authority (EFSA)

Form of order sought

— Annul the tender procedure to the extent that it provides for the evaluation of the financial bids to be conducted in secret;

— Annul the decision awarding the contract to the company ANME and any act resulting therefrom;

— Order EFSA to pay damages to Cosepuri;

— Order EFSA to pay the costs.

Pleas in law and main arguments

By contract notice dated 1 March 2010, published in the *Official Journal of the European Union* of 13 March 2010, the European Food Safety Authority (EFSA) launched an open tender procedure for the award of a shuttle service contract in Italy and Europe for a period of 48 months, with an estimated value of EUR 4 000 000, defining as the award criterion the most economically advantageous tender in terms of the criteria stated in the specifications (Document B [in annex to the application]). The applicant company submitted its tender, but the contract in question was awarded to another company.

By the present application, the applicant contests that decision.

By its first plea in law, the applicant alleges infringement of Article 89 of Regulation (EC) No 1605/2002 [1] and infringement of the principles of sound administration, transparency, the requirement for publicity and the right of access, because of the failure to conduct in public the procedures for the opening of the technical bids and the awarding of points for the financial bid. In that connection, it is submitted that the price bid cannot be regarded as confidential information.

By its second plea in law, the applicant alleges infringement of Article 100 of Regulation (EC) No 1605/2002, infringement of Regulation (EC) No 1049/2001, [2] infringement of the duty to state reasons, the obligation of transparency and of the right of access to documents, since access to the documents was restricted after the contract was awarded, on the grounds that information such as the financial bid and public documents such as vehicle licences were confidential. In that connection, it is argued that the failure to disclose the price bid by the successful tenderer means that the acts were inadequately reasoned.

By its third plea in law, the applicant alleges infringement of Article 100 of Council Regulation (EC) No 1605/2002 of 25 June 2002, infringement of the specifications and a manifest error of reasoning on account of the errors made by the tenders committee in the evaluation of the financial bids.

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[1] Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities (OJ 2002 L 248, p. 1).

[2] Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents (OJ 2001 L 145, p. 43).

Action brought on 20 August 2010 — CTG Luxembourg PSF v Court of Justice

(Case T-340/10)

(2010/C 288/91)

Language of the case: French

Parties

Applicants: Computer Task Group PSF SA Luxembourg (Bertrange, Luxembourg) (represented by: M. Thewes, lawyer)

Defendants: Court of Justice of the European Union

Form of order sought

— order the joining of the present case with the case pending before the Eighth Chamber of the General Court under Case T-170/10;

— annul the decision the Court of Justice of 29 June 2010 to award the contract 'AO 008/2009: 1st and 2nd level support for the users of IT and telephone systems, call centre, end user hardware management' to another tenderer;

— declare the non-contractual liability of the European Union and order the Court of Justice to compensate the applicant for all the loss incurred on account of the contested decisions and appoint an expert to evaluate that loss;

— order the Court of Justice to pay all the costs and expenses.

Pleas in law and main arguments

The pleas in law and arguments put froward by the applicant are identical to those put forward in Case T-170/10 *CTG Luxembourg PSF* v *Court of Justice* [1] concerning the same tendering procedure.

[1] OJ 2010 C 161, p. 48.

Action brought on 23 August 2010 — Hartmann v OHMI — Mölnlycke Health Care (MESILETTE)

(Case T-342/10)

(2010/C 288/92)

Language in which the application was lodged: English

Parties

Applicant: Paul Hartmann AG (Heidenheim, Germany) (represented by: N. Aicher, lawyer)

Defendant: Office for Harmonisation in the Internal Market (Trade Marks and Designs)

Other party to the proceedings before the Board of Appeal: Mölnlycke Health Care AB (Göteborg, Sweden)

Form of order sought

— Annul the decision of the Second Board of Appeal of the Office for Harmonisation in the Internal Market (Trade Marks and Designs) of 20 May 2010 in case R 1222/2009-2, and;

— Order the defendant to bear the costs of the proceedings.

Pleas in law and main arguments

Applicant for the Community trade mark: The other party to the proceedings before the Board of Appeal

Community trade mark concerned: The word mark 'MESILETTE', for goods in class 5 — Community trade mark application No 6494025

Proprietor of the mark or sign cited in the opposition proceedings: The applicant

Mark or sign cited: German trade mark registration No 1033551 of the word mark 'MEDINETTE', for goods in class 25; International trade mark registration No 486204 of the word mark 'MEDINETTE', for goods in class 25

Decision of the Opposition Division: Rejected the opposition

Decision of the Board of Appeal: Dismissed the appeal

Pleas in law: Infringement of Article 8(1)(b) of Council Regulation No 207/2009, as the Board of Appeal made an incorrect assessment of the likelihood of confusion, in particular of the similarity of the signs.

Action brought on 18 August 2010 — Etimine and Etiproducts v ECHA

(Case T-343/10)

(2010/C 288/93)

Language of the case: English

Parties

Applicants: Etimine SA (Bettembourg, Luxembourg) and Ab Etiproducts Oy (Espoo, Finland), (represented by: K. Van Maldegem and C. Mereu, lawyers)