

Accordingly, the applicant terminated the Grant Agreement on the basis of Article II.38 Annex II of the Grant Agreement and issued debit note for the pre-financing of EUR 625 793,42 that had already been paid by the coordinator to the defendant in compliance with the provisions of the Grant Agreement. Indeed the pre-financing remains the property of the applicant until final payment.

The facts giving rise to Revoind Industriale S.r.l.'s obligations, as beneficiary of the Grant Agreement, are widely undisputed in the present case and the defendant's objections are generic, incomplete and lack of any supporting element, thus appear to be completely unfounded.

Accordingly, the applicant is entitled to ask for the recovery and the reimbursement of the amount paid to the defendant as pre-financing, increased by default interest.

Action brought on 8 May 2017 — Clean Sky 2 Joint Undertaking v Revoind Industriale

(Case T-271/17)

(2017/C 231/42)

Language of the case: English

Parties

Applicant: Clean Sky 2 Joint Undertaking (CSJU) (represented by: B. Mastantuono, Agent and M. Velardo, lawyer)

Defendant: Revoind Industriale Srl (Oricola, Italy)

Form of order sought

The applicant claims that the Court should:

- order the defendant to pay the CSJU the amount of EUR 189 128,26 in relation to the Grant Agreement for partners No 632456 'WITTINESS-WindTunnel Tests on an Innovative regional A/C for Noise assessment', plus the amount of EUR 979,32 as late payment interest calculated at a rate of 3,5 % for the period between 7 February 2017 and 1 April 2017;
- order the defendant to pay EUR 18,14 per day by way of interest from 2 April 2017 until the date on which the debt is repaid in full; and
- order the defendant to pay the costs of the present proceedings.

Pleas in law and main arguments

In support of the action, the applicant relies on on the following plea in law.

The applicant contends that the defendant has breached its contractual obligations, by failing to implement project WITTINESS and by failing to provide CSJU with the relevant reports and deliverables, in accordance with Article II.2 Annex II of the Grant Agreement.

Moreover, the defendant has failed to carry out the work to be performed as identified in Annex I therefore violating its obligations under Article II.3 lett. a) e) and h) of Annex II of the Grant Agreement.

Accordingly, the applicant terminated the Grant Agreement on the basis of Article II.38 Annex II of the Grant Agreement and issued debit note for the pre-financing of EUR 189 128,26 that had already been paid by the coordinator to the defendant in compliance with the provisions of the Grant Agreement. Indeed the pre-financing remains the property of the applicant until final payment.

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