



C/2025/6400

8.12.2025

Action brought on 20 October 2025 – Inescop v REA

(Case T-728/25)

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Language of the case: Spanish

Parties

Applicant: Asociación de investigación para la industria del calzado y conexas (Inescop) (Alicante, Spain) (represented by: C. Morales Ruiz, lawyer)

Defendant: European Research Executive Agency

Form of order sought

The applicant claims that the Court should:

- Principally, under Article 272 TFEU, annul the contested decision, the decision of the European Research Executive Agency of 28 October 2024 definitively ordering reimbursement of sums unduly received and the payment of damages, and declare that the debt does not exist on the ground that the four-year limitation period has expired for any proceedings brought by the REA against INESCOP for any irregularity committed within the SMARTPIFF, NANOFOOT and DEMOULTRAGRIP projects, pursuant to the law applicable to the contract (Council Regulation (EC, Euratom) No 2988/95 ⁽¹⁾ of 18 December 1995 on the protection of the European Communities financial interests);
- In the alternative, under Article 272 TFEU, in the event that the principal claim is not upheld, annul the contested decision and declare that the debt does not exist on the ground that the five-year limitation period has expired for any proceedings brought by the REA against INESCOP for any irregularity committed within the SMARTPIFF, NANOFOOT and DEMOULTRAGRIP projects, pursuant to the law applicable to the contract (Regulation (EU, Euratom) No 966/2012 ⁽²⁾ of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 ⁽³⁾ of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities, applicable *ratione temporis* ('the Financial Regulation of 2012');
- In the further alternative, under Article 263 TFEU, in the event that the foregoing claims are not upheld on the ground that the REA is bringing administrative proceedings, annul the contested decision and declare that the debt does not exist because the limitation period for any proceedings brought by the REA against INESCOP for any irregularity committed within the SMARTPIFF, NANOFOOT and DEMOULTRAGRIP projects has expired, irrespective of the application of Regulation No 2988/95 or of the Financial Regulation of 2012;
- In the further alternative, under Article 272 TFEU, in the event that the foregoing claims are not upheld, annul the contested decision and declare that the debt does not exist and (i) rule on the correct interpretation of Article 4 of the Grant Agreements to the effect that INESCOP was entitled to obtain the Final Report of OLAF [(European Anti-Fraud Office)] and/or any other communication relating to the reimbursement and/or financial audit proceedings in Spanish; consequently (i) declare that the refusal to provide those documents constitutes a breach of the Grant Agreements in the light of the principle of contractual good faith and equality between the parties; and (ii) consequently, declare that INESCOP is entitled to be provided with a copy in Spanish of each and every one of the communications, decisions, resolutions and reports, including those of OLAF, so that it can defend itself effectively in the adversarial and/or financial audit proceedings;
- In the further alternative, under Article 263 TFEU, in the event that the foregoing claims are not upheld on the ground that the REA is bringing administrative proceedings, annul the contested decision and declare that the debt does not exist on account of the breach of INESCOP's fundamental rights, ordering, where appropriate, the initiation of new proceedings guaranteeing INESCOP's legally recognised linguistic rights, and (ii) consequently, provide INESCOP with a copy in Spanish of each and every one of the communications, decisions, resolutions and reports, including those of OLAF, so that it can defend itself effectively in the adversarial proceedings, the decision having been adopted in the exercise of administrative powers unrelated to the contractual relationship of the Grant Agreements.

⁽¹⁾ OJ 1995 L 312, p. 1.

⁽²⁾ OJ 2012 L 298, p. 1.

⁽³⁾ OJ 2002 L 248, p. 1.

Pleas in law and main arguments

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

1. First plea in law, alleging breach of the Grant Agreements and infringement of the Contract Law: (i) the EU decisions in relation to FP7 [(Seventh Framework Programme)] and (ii) Council Regulation No 2988/95 (EC, Euratom).
 2. Second plea in law, alleging breach of the Grant Agreements and infringement of the Contract Law: the Financial Regulation of 2012.
 3. Third plea in law, on the assumption that the REA has brought administrative proceedings, alleging that its right to bring those proceedings against INESCOP is time barred pursuant to Council Regulation No 2988/95 (EC, Euratom) and the Financial Regulation of 2012.
 4. Fourth plea in law, alleging breach of the Grant Agreements in relation to the correct interpretation of Article 4 thereof and of the principle of contractual good faith and equality between the parties.
 5. Fifth plea in law, alleging breach of the fundamental right to address the REA in one of the languages of the Treaties and to obtain a response in the same language.
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