

2. Costs are reserved.

**Order of the Judge hearing the application for interim measures
of 5 February 2010 — De Post v Commission**

(Case T-514/09 R)

(Interim measures — Public procurement — Community tendering procedure —
Application for suspension of operation and for interim measures — No urgency)

*Application for interim measures — Suspension of operation of a measure — Interim
measures — Conditions for granting — Urgency — Serious and irreparable damage —
Financial loss — Loss of opportunity arising from the exclusion of a tenderer from a
tendering procedure (Arts 278 TFEU and 279 TFEU; Rules of Procedure of the General
Court, Art. 104(2) (see paras 25-35)*

Re:

APPLICATION for interim measures seeking, in essence, first, an order suspending the operation of the decision by which the Publications Office of the European Union awarded the contract referred to in Invitation to Tender No 10234 'Daily transport and delivery of the Official Journal, books, other periodicals and publications' to Entreprise des postes et télécommunications Luxembourg, second, an order prohibiting the signature of the contract referred to in the Invitation to Tender and, third, if the contract has already been signed, that its performance be suspended until the Court has ruled on the substance of the action.

Operative part

1. The application for interim measures is dismissed.
2. Costs are reserved.

Judgment of the General Court (Fourth Chamber) of 9 February 2010 — Evropaïki Dynamiki v Commission

(Case T-340/07)

(Arbitration clause — ‘eContent’ programme — Contract relating to a project designed to ensure maximum effectiveness of the programme and the widest possible participation of target groups — Non-performance of the contract — Termination of the contract)

1. *Procedure — Referral to the General Court under an arbitration clause — Jurisdiction of the Court defined exclusively by Article 238 EC and the arbitration clause (Art. 238 EC) (see paras 76-77)*
2. *Procedure — Application initiating proceedings — Formal requirements — Brief summary of the pleas in law on which the application is based — Pleas in law not set out in the application (Rules of Procedure of the General Court, Art. 44(1)(c)) (see paras 120-123)*
3. *Non-contractual liability — Conditions — Unlawfulness — Violation of the principles of good administration and transparency — Raised in the context of purely contractual relations — Inadmissible save where contractual terms or the law applicable to the contract infringed (see para. 124)*