

The applicants put forward a number of pleas in law in support of their action, including:

- infringement of the principle of *audi alteram partem* and of the rights of the defence, in that the vessel Marta Lucia R was included in the IATTC IUU list without procedural requirements being observed to ensure that the party concerned was heard;
- infringement of the principle of non-discrimination, as the vessel Marta Lucia R was included automatically in the EU IUU list following its inclusion in the IATTC IUU list, whereas other vessels active in the territory of the Member States were included in the EU IUU list only after a procedure had been held in which all parties were heard;
- the decisions taken by the Inter-American Tropical Tuna Commission are vitiated by illegality because that commission exceeded its powers, as it was entrusted with a mandate only of information and investigation on species preservation, and was not granted authority to take binding decisions; and
- there are no facts supporting a finding that the fishing done by the vessel Marta Lucia R is illegal, unreported and unregulated as those terms are understood in the Community.

⁽¹⁾ OJ 2010 L 131, p. 22.

⁽²⁾ Council Regulation (EC) No 1005/2008 of 29 September 2008 establishing a Community system to prevent, deter and eliminate illegal, unreported and unregulated fishing, amending Regulations (EEC) No 2847/93, (EC) No 1936/2001 and (EC) No 601/2004 and repealing Regulations (EC) No 1093/94 and (EC) No 1447/1999 (OJ 2008 L 286, p. 1).

Action brought on 18 August 2010 — Commission v Tornasol Films

(Case T-338/10)

(2010/C 288/89)

Language of the case: Spanish

Parties

Applicant: European Commission (represented by: A.-M Rouchaud-Joët, Agent, and R. Alonso Pérez-Villaneuva, lawyer)

Defendant: Tornasol Films SA (Madrid, Spain)

Form of order sought

- order the defendant to pay the applicant EUR 19 554,00 plus default interest calculated at the rate of 5 % per annum from 14 April 2009, and
- order Tornasol Films SA to pay all the costs incurred in the present proceedings.

Pleas in law and main arguments

The present action concerns the alleged breach of a contract concluded between the Commission and the defendant within the framework of the MEDIA Plus Programme.

The wording of that contract stipulated that the recipient is to deposit the equivalent of the amount received as Community support in a specified account within 30 days of the start of production and to submit to the Commission a reinvestment plan for that amount within six months from the same date.

In support of its form of order, the applicant claims:

- that the defendant has failed to comply with those contractual obligations although it has not presented any arguments and has not disputed the debit note sent by the Commission;
- if the obligations provided for in the contract have been breached by the beneficiary, the wording of the contract allows the Commission to rescind it and require the return of the sums paid as a financial contribution;
- in spite of various reminders and summonses the defendant has not repaid the funds awarded.

Action brought on 9 August 2010 — Cosepuri v EFSA

(Case T-339/10)

(2010/C 288/90)

Language of the case: Italian

Parties

Applicant: Cosepuri Soc. coop. p.a. (Bologna, Italy) (represented by: F. Fiorenza, lawyer)

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.

⁽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;