GENERAL COURT

Judgment of the General Court of 11 December 2013 — EMA v Commission

(Case T-116/11) [1]

(Arbitration clause — Sixth framework programme for research, technological development and demonstration contributing to the creation of the European Research Area and to innovation (2002 to 2006) — Dicoems and Cocoon contracts — Non-compliance with the contractual requirements in respect of some of the declared expenses — Termination of the contracts — Repayment of part of the sums paid — Damages — Counterclaim — Non-contractual liability — Unjust enrichment — Action for annulment — Act not open to challenge — Act part of a purely contractual framework from which it is inseparable — Debit note — Inadmissible)

(2014/C 31/12)

Language of the case: Italian

Parties

Applicant: European Medical Association (EMA) (Brussels, Belgium) (represented by: A. Franchi and L. Picciano, lawyers)

Defendant: European Commission (represented by: S. Delaude and F. Moro, acting as Agents and D. Gullo, lawyer)

Re:

First, main claim seeking (i) the reimbursement of costs incurred for the performance of contract No 507126 relating to the Cocoon project and contract No 507760 relating to the Dicoems project, concluded on 7 and 19 December 2003 respectively between the Commission and the applicant, (ii) a declaration that the Commission decision to terminate those contracts is unlawful, (iii) annulment of the corresponding debit note and (iv) the payment of compensation for the harm suffered and, second, in the alternative a claim based on the non-contractual liability of the Commission.

Operative part of the judgment

The Court:

1. *Upholds the action of the European Medical Association (EMA) in so far as it seeks the reimbursement of direct staffing costs relating to the Cocoon and Dicoems contracts of EUR 17 231,28 and indirect related costs arising from the performance of the contracts.*

2. *Dismisses the EMA's action for the remainder.*

3. *Dismisses the Commission's counterclaim.*

4. *Orders each party to bear its own costs, including those relating to the interim proceedings in Case T-116/11 R.*

[1] OJ C 120, 16.4.2011.

Judgment of the General Court of 10 December 2013 — Colgate-Palmolive Company v OHIM — dm-drogerie markt (360° SONIC ENERGY)

(Case T-467/11) [1]

(Community trade mark — Opposition proceedings — Application for the Community word mark 360° SONIC ENERGY — Earlier international word mark SONIC POWER — Relative ground for refusal — Likelihood of confusion — Article 8(1)(b) of Regulation (EC) No 207/2009)

(2014/C 31/13)

Language of the case: English

Parties

Applicant: Colgate-Palmolive Company (New York, New York, United States of America) (represented by: M. Zintler and G. Schindler, lawyers)

Defendant: Office for Harmonisation in the Internal Market (Trade Marks and Designs) (represented by: P. Geroulakos, acting as Agent)

Other party to the proceedings before the Board of Appeal of OHIM: dm-drogerie markt GmbH & Co. KG (Karlsruhe, Germany)

Re:

Action brought against the decision of the Second Board of Appeal of OHIM of 25 May 2011 (Case R 1094/2010-2), concerning opposition proceedings between dm-drogerie markt GmbH & Co. KG and Colgate-Palmolive Company.

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders Colgate-Palmolive Company to pay the costs.*

[1] OJ C 319 of 29.10.2011.