

**Form of order sought**

— Annul the decision of the First Board of Appeal of the Office for Harmonisation in the Internal Market (Trade Marks and Designs) of 17 January 2011 in Case R 1711/2010-1;

— Order OHIM to pay the costs.

**Pleas in law and main arguments**

*Community trade mark concerned:* the word mark 'Infront' for goods in Classes 6 and 20

*Decision of the Examiner:* rejection of the application

*Decision of the Board of Appeal:* dismissal of the appeal

*Pleas in law:* Infringement of Article 7(1)(b), (c) and (d) of Regulation (EC) No 207/2009 <sup>(1)</sup> as the Community trade mark in question has distinctive character, is not descriptive and is not a designation which has become customary

<sup>(1)</sup> Council Regulation (EC) No 207/2009 of 26 February 2009 on the Community trade mark (OJ 2009 L 78, p. 1)

**Action brought on 15 March 2011 — Centre national de la recherche scientifique v Commission**

(Case T-167/11)

(2011/C 145/56)

*Language of the case:* French

**Parties**

*Applicant:* Centre national de la recherche scientifique (Paris, France) (represented by: N. Lenoire, lawyer)

*Defendant:* European Commission

**Form of order sought**

— declare the action admissible and well-founded;

— order the Commission to refund the sum of EUR 20 989,82 allegedly receivable and claimed by the Commission pursuant to the contract in its debit note No 2010-1232 of 26 October 2010 which gave rise to the set-off measure of 17 December 2010 (Ref: BUDG/C3 D(2010) B.2 — 1232) together with interest on late payment at the statutory rate in accordance with Belgian law governing the contract;

— order the Commission to pay all the costs.

**Pleas in law and main arguments**

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

1. First plea in law, alleging violation of Article II.19(1) of the general conditions of Contract LSHB — CT-2004-503319 concerning the 'ALLOSTEM' project under the Sixth Framework Programme for Research and Technological Development (2002-2006) ('the ALLOSTEM Contract'), as the Commission limited, or deprived, the applicant of the possibility to adduce evidence of the proper performance of the contract with respect to the eligibility of personnel costs by failing to observed the criteria for defining eligible costs.
2. Second plea in law, alleging breach of the contractual obligations arising from Articles II.19 and II.20 of the general conditions of the ALLOSTEM Contract, as the Commission excluded the eligibility of costs relating to the 'provision for loss of employment' and maternity leave for a biologist recruited under a temporary contract.
3. Third plea in law, alleging infringement of Article 12 of the ALLOSTEM Contract by making the assessment of whether all debts arising under the contract were certain subject to Belgian law. The applicant claims that:

— The Commission relied only on European Union law and not Belgian law in order to determine whether the debt claimed was certain, and

— That the debt was the subject of a serious dispute preventing it from being certain.

**Action brought on 17 March 2011 — Rivella International v OHIM — Baskaya di Baskaya & C. (BASKAYA)**

(Case T-170/11)

(2011/C 145/57)

*Language in which the application was lodged:* German

**Parties**

*Applicant:* Rivella International AG (Rothrist, Switzerland) (represented by: C. Spintig, U. Sander and H. Förster, lawyers)

*Defendant:* Office for Harmonisation in the Internal Market (Trade Marks and Designs)

*Other party to the proceedings before the Board of Appeal:* Baskaya di Baskaya & C. s.a.s. (Grosseto, Italy)

**Form of order sought**

— Annul the decision of the Fourth Board of Appeal of the Office for Harmonisation in the Internal Market (Trade Marks and Designs) of 10 January 2011 in Case R 534/2010-4;