

*Defendant:* European Commission (represented by: L. Di Paolo and S. Lejeune, acting as Agents, and initially by E. Petritsi, then by E. Roussou, lawyers)

**Re:**

First, applications based on Article 272 TFEU, seeking, primarily, to have the Commission's request seeking reimbursement of pre-financing of EUR 47 197,93 paid to the applicant under contract No 238940, 'Responding to All Citizens needing Help (REACH112)', concluded between the Commission and the applicant to be declared unfounded, and, alternatively, to have the Commission's request seeking reimbursement of that pre-financing as regards the expenses submitted to the Commission for the first reference period of the REACH112 project for a sum of EUR 13 821,12 to be declared unfounded, and, second, counterclaim seeking to order the applicant to reimburse the pre-financing unduly paid in the context of that contract and interest for late payment.

**Operative part of the judgment**

*The Court:*

- 1) Declares that there is no need to adjudicate on *Koinonia Tis Pliroforias Anoichti Stis Eidikes Anagkes — Isotis'* claim seeking a declaration that as the general conditions of the Sixth Framework Programme do not apply to the contract at issue, it cannot be liable for liquidated damages under that contract and that, therefore, the European Commission infringed the contract at issue by declaring its intention to claim such damages;
- 2) Declares that *Koinonia Tis Pliroforias Anoichti Stis Eidikes Anagkes — Isotis'* application seeking a finding that there is no basis for the claim for reimbursement of pre-financing which it has received under contract No. 238940 'Responding to All Citizens Needing Help (REACH112)' is upheld as regards the costs declared by it for the first reference period of the REACH112 project;
- 3) Declares that *Koinonia Tis Pliroforias Anoichti Stis Eidikes Anagkes — IsoTis'* action is dismissed as to the remainder;
- 4) Declares that the Commission's application seeking to order reimbursement by *Koinonia Tis Pliroforias Anoichti Stis Eidikes Anagkes — Isotis* of pre-financing which it has received under contract No. 238940 'Responding to All Citizens Needing Help (REACH112)' is rejected as regards the costs declared by it for the first reference period of the REACH112 project;
- 5) Orders that *Koinonia Tis Pliroforias Anoichti Stis Eidikes Anagkes — IsoTis* shall pay the Commission the amount of EUR 33 376,81, plus interest at the rate of 4 % per annum as of 29 October 2013 and until full payment of that amount;
- 6) Orders that *Koinonia Tis Pliroforias Anoichti Stis Eidikes Anagkes — IsoTis* and the Commission shall each bear their own costs.

<sup>(1)</sup> OJ C 9, 11.1.2014.

**Judgment of the General Court of 4 February 2016 — Italian International Film v EACEA**

(Case T-676/13) <sup>(1)</sup>

*(Support programme for the European audiovisual sector (MEDIA 2007) — Measures of support for the transnational distribution of European films — Call for proposals in connection with the 'selective' scheme 2013 — EACEA act informing the applicant of the rejection of its application for the film 'Only God Forgives' — EACEA act confirming the rejection but stating new reasons — Powers — Distribution of tasks between the Commission and the EACEA — Circumscribed powers — Actions for annulment — Challengeable act — Admissibility — Obligation to state reasons — Permanent Guidelines 2012-2013 — Material or physical distribution agreement — Not communicated in advance to the EACEA — Application not eligible)*

(2016/C 106/33)

Language of the case: Italian

**Parties**

*Applicant:* Italian International Film Srl (Rome, Italy) (represented by: A. Fratini, B. Bettelli and M. Bottino, lawyers)

*Defendant:* Education, Audiovisual and Culture Executive Agency (EACEA) (represented by: H. Monet and D. Homann, acting as Agents, and D. Fosselard and A. Duron, lawyers)

**Re:**

Action for annulment of the decision rejecting the applicant's application for a grant for the film 'Only God Forgives' following call for proposals EACEA/21/12 MEDIA 2007 — Support for the transnational distribution of European films — the 'Selective' scheme 2013 (OJ 2012 C 300, p. 5), published pursuant to Decision No 1718/2006/EC of the European Parliament and of the Council of 15 November 2006 concerning the implementation of a programme of support for the European audiovisual sector (MEDIA 2007) (OJ 2006 L 327, p. 12) for the period from 1 January 2007 to 31 December 2013.

**Operative part of the judgment**

*The Court:*

1. *Dismisses the action;*
2. *Orders Italian International Film Srl and the Education, Audiovisual and Culture Executive Agency (EACEA) to bear their own costs.*

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<sup>(1)</sup> OJ C 45, 15.2.2014.

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**Judgment of the General Court of 5 February 2016 — Kicktipp v OHIM — Società Italiana Calzature (kicktipp)**

(Case T-135/14) <sup>(1)</sup>

**(Community trade mark — Opposition proceedings — Application for Community word mark kicktipp — Earlier national word mark KICKERS — Rule 19 of Regulation (EC) No 2868/95 — Rule 98(1) of Regulation No 2868/95 — Relative ground for refusal — No likelihood of confusion — Article 8(1)(b) of Regulation (EC) No 207/2009)**

(2016/C 106/34)

*Language of the case: English*

**Parties**

*Applicant:* Kicktipp GmbH (Dusseldorf, Germany) (represented by: A. Dreyer, lawyer)

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

*Other party to the proceedings before the Board of Appeal of OHIM, intervener before the General Court:* Società Italiana Calzature Srl (Milan, Italy) (represented by: G. Cantaluppi, lawyer)

**Re:**

Action brought against the decision of the Second Board of Appeal of OHIM of 12 December 2013 (Case R 1061/2012-2), relating to opposition proceedings between Società Italiana Calzature Srl and Kicktipp GmbH.

**Operative part of the judgment**

*The Court:*

1. *Annuls the decision of the Second Board of Appeal of the Office for Harmonisation in the Internal Market (Trade Marks and Designs) (OHIM) of 12 December 2013 (Case R 1061/2012-2);*
2. *Orders OHIM to bear its own costs and to pay those incurred by Kicktipp GmbH;*