

Re:

By his action under Article 272 TFEU, the applicant seeks, first, a declaration that the letters of 4 November 2019 and of 3 December 2019 by which EUCAP Somalia notified him of its decision to terminate his employment contract are invalid and, in so far as necessary, a declaration that the decision of 24 January 2020 by which EUCAP Somalia rejected his non-disciplinary internal appeal against the decision to terminate his employment contract as notified by the letter of 3 December 2019 is invalid and, second, that EUCAP Somalia be ordered to pay him his salary retroactively until the definitive, proper and lawful end date of the contractual relationship.

Operative part of the judgment

The Court:

1. Declares that the notice of termination contained in the letter of 4 November 2019 is invalid;
2. Declares that the termination of the contract of 21 August 2019 concluded between EUCAP Somalia and JC is lawful, valid and enforceable against JC on the date of 5 December 2019 and takes definitive effect at the end of the one month notice period from 9 December 2019 in accordance with Article 18.1 of that contract;
3. Orders EUCAP Somalia to pay JC, first, a sum corresponding to his remuneration, as set out in Article 12.2 of the employment contract, excluding the daily allowances provided for by Article 15 of that contract, for the period 26 November to 8 December 2019 inclusive and, second, a sum corresponding to compensation in lieu of notice equal to one month of that remuneration, for the period 9 December 2019 to 9 January 2020, plus interest at the statutory rate under Belgian law;
4. Dismisses the action as to the remainder;
5. Rejects EUCAP Somalia's counterclaim;
6. Orders EUCAP Somalia to pay the costs.

(¹) OJ C 9, 11.1.2021.

Judgment of the General Court of 13 July 2022 — JF v EUCAP Somalia

(Case T-194/20) (¹)

(Arbitration clause — International contract staff of EUCAP Somalia — Common Foreign and Security Policy mission — Non-renewal of employment contract following the United Kingdom's withdrawal from the European Union — Right to be heard — Equal treatment — Non-discrimination on grounds of nationality — Transition period provided for in the agreement on the withdrawal of the United Kingdom from the European Union — Action for annulment — Action for damages — Acts inseparable from the contract — Inadmissibility)

(2022/C 359/74)

Language of the case: English

Parties

Applicant: JF (represented by: A. Kunst, lawyer)

Defendant: EUCAP Somalia (represented by: E. Raoult, lawyer)

Re:

By his action, the applicant, seeks, first, on the basis of Article 263 TFEU, annulment of EUCAP Somalia's note of 18 January 2020 and the letter of 29 January 2020 by which it decided not to renew his contract of employment and, secondly, on the basis of Article 268 TFEU, compensation for the damage he suffered as a result of those acts, and, in the alternative, on the basis of Article 272 TFEU, that the contested acts be declared unlawful and compensation for the damage he suffered as a result of those acts.

Operative part of the judgment

The Court:

1. Dismisses the action;
2. Orders JF to pay the costs.

(¹) OJ C 201, 15.6.2020.

Judgment of the General Court of 13 July 2022 — VeriGraft v Eisma

(Case T-457/20) (¹)

(Arbitration clause — ‘Horizon 2020 — Framework Programme for Research and Innovation’ (2014-2020) — Grant Agreement ‘Personalised Tissue-Engineered Veins as the first Cure for Patients with Chronic Venous Insufficiency — P-TEV’ — Unforeseen subcontracting costs — Simplified approval procedure — Subcontracting mentioned in the periodic technical reports — Approved periodic technical reports — Eligible costs)

(2022/C 359/75)

Language of the case: English

Parties

Applicant: VeriGraft AB (Gothenburg, Sweden) (represented by: P. Hansson and M. Persson, lawyers)

Defendant: European Innovation Council and SMEs Executive Agency (Eisma) (represented by: A. Galea, acting as Agent, and by D. Waelbroeck and A. Duron, lawyers)

Re:

By its action based on Article 272 TFEU, the applicant, VeriGraft AB, seeks a declaration: (i) that the subcontracting costs rejected by the Executive Agency for Small and Medium-sized Enterprises (EASME) constitute eligible costs under the Grant Agreement relating to the project ‘Personalised Tissue-Engineered Veins as the first Cure for Patients with Chronic Venous Insufficiency — P-TEV’, with reference 778620; (ii) that debit note No 3242004635 issued by EASME in the amount of EUR 106 928,74 is unfounded; and (iii) that the recovery of the sum of EUR 109 230,19 from the guarantee fund set up by the Grant Agreement is also unfounded.

Operative part of the judgment

The Court:

1. Upholds VeriGraft AB’s request seeking a declaration that the subcontracting costs rejected by the Executive Agency for Small and Medium-sized Enterprises in the amount of EUR 258 588,80 constitute eligible costs under the Grant Agreement ‘Personalised Tissue-Engineered Veins as the first Cure for Patients with Chronic Venous Insufficiency — P-TEV’, with reference 778620;
2. Upholds VeriGraft’s request seeking a declaration that debit note No 3242004635, issued by the Executive Agency for Small and Medium-sized Enterprises in the amount of EUR 106 928,74, is unfounded;
3. Upholds VeriGraft’s request seeking a declaration that the recovery of the sum of EUR 109 230,19 from the guarantee fund set up by the Grant Agreement ‘Personalised Tissue-Engineered Veins as the first Cure for Patients with Chronic Venous Insufficiency — P-TEV’, with reference 778620, is unfounded;