

3. *Orders KME Germany AG, KME France SAS and KME Italy Spa to bear their own costs and to pay 50 % of the costs incurred by the Commission;*
4. *Orders the Commission to bear 50 % of its own costs.*

(¹) OJ C 82, 2.4.2005.

Judgment of the General Court of 12 May 2010 — EMC Development v Commission

(Case T-432/05) (¹)

(Competition — Agreements, decisions and concerted practices — European cement market — Decision rejecting a complaint — Harmonised standard for cement — Binding nature — Guidelines on the applicability of Article 81 EC to horizontal cooperation agreements)

(2010/C 179/53)

Language of the case: English

Parties

Applicant: EMC Development AB (Luleå, Sweden) (represented by: M. Elvinger and W. -N. Schelp, lawyers)

Defendant: European Commission (represented by: initially É. Gippini Fournier and B. Doherty, and subsequently by É. Gippini Fournier and J. Bourke, acting as Agents)

Re:

Application for annulment of Commission Decision SG-Greffe (2005) D/205249 of 28 September 2005 rejecting the complaint brought by the applicant against European Portland cement producers, the European Cement Association (Cembureau) and the European Committee for Standardisation (CEN) in relation to the European cement market.

Operative part of the judgment

The Court:

1. *Dismisses the action;*
2. *Orders EMC Development AB to bear its own costs and to pay the costs incurred by the European Commission.*

(¹) OJ C 36, 11.2.2006.

Judgment of the General Court of 20 May 2010 — Germany v Commission

(Case T-258/06) (¹)

(Provisions applicable to public procurement — Contract awards not subject, or not subject in full, to the Public Procurement Directives — Interpretative communication of the Commission — Actionable measure — Measure intended to produce legal effects)

(2010/C 179/54)

Language of the case: German

Parties

Applicant: Federal Republic of Germany (represented by: M. Lumma and C. Schulze-Bahr, Agents)

Defendant: European Commission (represented by: X. Lewis and B. Schima, Agents)

Interveners in support of the applicant: French Republic (represented initially by: G. de Bergues, subsequently by G. de Bergues and J.-C. Gracia, and finally by G. de Bergues and J.-S. Pilczer, Agents); Republic of Austria (represented by: M. Fruhmann, C. Pesendorfer and C. Mayr, Agents); Republic of Poland (represented initially by E. Ośniecka-Tamecka, subsequently by T. Nowakowski, subsequently by M. Dowgielewicz, subsequently by M. Dowgielewicz, K. Rokicka and K. Zawisza, and finally by M. Szpunar, Agents); Kingdom of the Netherlands (represented initially by: H. Sevenster, subsequently by C. Wissels and M. de Grave, and finally by C. Wissels, M. de Grave and Y. de Vries, Agents); European Parliament (represented by U. Rösslein and J. Rodrigues, Agents); Hellenic Republic (represented by: D. Tsagkaraki and M. Tassopoulou, Agents); United Kingdom of Great Britain and Northern Ireland (represented initially by: Z. Bryanston-Cross, and subsequently by L. Seeboruth, Agents)

Re:

Action for the annulment of the Commission Interpretative Communication on the Community law applicable to contract awards not or not fully subject to the provisions of the Public Procurement Directives (OJ 2006 C 179, p. 2).

Operative part of the judgment

The Court:

1. *Dismisses the action as inadmissible;*
2. *Orders the Federal Republic of Germany to bear its own costs and to pay those incurred by the European Commission;*