



PRESS RELEASE No 127/22

Luxembourg, 14 July 2022

Judgment of the Court in Case C-110/21 P | Universität Bremen v REA

A law professor may represent his own university before the General Court and the Court of Justice of the European Union

That is true, in principle, even where he is coordinator and head of the project that is the subject matter of the dispute

The University of Bremen (Germany) was appointed coordinator of a research consortium comprising several European universities, carrying out interdisciplinary comparative law research in the field of tenancy law and housing policy throughout the European Union.

For the purpose of obtaining EU financing for that research, the University of Bremen submitted a project proposal to the European Research Executive Agency (REA). That proposal having been rejected, the university brought an action before the General Court of the European Union.

The General Court dismissed that action as manifestly inadmissible.

The application had been signed by a professor who not only teaches at the University of Bremen but is also appointed as coordinator and head of the project that is the subject of the proposal. According to the General Court, the condition of independence of a lawyer, which, in its view, applies also to university teachers entitled to represent litigants before the Courts of the European Union, was therefore not met.

The Court of Justice, with which the university lodged an appeal, sets aside, by its judgment delivered today, the General Court's order finding that the action was inadmissible.

The Court of Justice points out that the concept of 'independence' of a lawyer has recently evolved in relation to representation before the Courts of the European Union, the predominant criterion applied in that regard now being the protection and defence of the client's interests.¹

According to the Court of Justice, in accordance with the objective of that task of representation, **university teachers must meet the same criteria of independence as those applied to lawyers.**

Those criteria are determined, negatively, by the absence of an employment relationship between the representative and his or her client, and positively, by reference to ethical obligations entailing, inter alia, the absence of a connection which has a manifestly detrimental effect on the capacity of the lawyer to carry out the task of defending his or her client while acting in that client's interests to the greatest possible extent, in line with the law

¹ See in particular the judgment of 4 February 2020, *Uniwersytet Wrocławski and Poland v REA*, [C-515/17 P and C-561/17 P](#) (see also [Press Release No 11/20](#)). In that judgment, the Court of Justice held that the mere existence of a civil-law contractual relationship between a lawyer and the university that he or she represents is not sufficient for a finding that that lawyer is in a situation that has a manifestly detrimental effect on his or her capacity to defend his or her client's interests, in compliance with the condition of independence.

and professional rules.

The Court of Justice finds in that regard that **the existence of a contractual or statutory relationship between a university teacher and the university that he or she represents is insufficient for a finding that that university teacher is in a situation that prevents him or her from defending that university's interests.**

Unlike the situation of an in-house lawyer, the university professor in question is linked to the university which he represents by virtue of a public-law statutory relationship. **That status confers on him**, according to the conditions and rules of national law, **independence in his capacity not only as a teacher and researcher, but also as a representative of litigants before the Courts of the European Union.** Furthermore, since legal representation is not one of the tasks which that professor is called upon to perform within the university as a teacher or researcher, that representation is in no way connected to his academic duties. It is therefore performed outside any relationship of subordination with the university, even where he is called upon to represent it.

As regards the duties performed by the professor in question in the context of the project that is the subject matter of the dispute, the Court of Justice finds that those duties meant that the professor shared common interests with the University of Bremen. Nevertheless, such interests cannot suffice to establish that that professor was not capable of duly carrying out the task of representation with which he was entrusted.

Since, moreover, no evidence has been put forward such as to indicate that those interests precluded legal representation of the University of Bremen by that professor, the General Court erred in concluding that the action was inadmissible on the ground that the University of Bremen was not duly represented.

The Court of Justice therefore refers the case back to the General Court for it to give judgment on the action brought by the University of Bremen.

NOTE: An appeal, on a point or points of law only, may be brought before the Court of Justice against a judgment or order of the General Court. In principle, the appeal does not have suspensive effect. If the appeal is admissible and well founded, the Court of Justice sets aside the judgment of the General Court. Where the state of the proceedings so permits, the Court of Justice may itself give final judgment in the case. Otherwise, it refers the case back to the General Court, which is bound by the decision given by the Court of Justice on the appeal.

Unofficial document for media use, not binding on the Court of Justice.

The [full text](#) of the judgment is published on the CURIA website on the day of delivery.

Press contact: Jacques René Zammit ☎ (+352) 4303 3355

Stay Connected!

