REQUEST FOR PROPOSAL

ECMWF/RFP/2026/414

FOR

CRM MAINTENANCE AND DEVELOPMENT

ISSUED BY: ECMWF ADMINISTRATION DEPARTMENT PROCUREMENT SECTION
DATE: 3 FEBRUARY 2026
VERSION: FINAL

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1. INSTRUCTIONS TO PROPOSERS

1.1 Introduction

This Request for Proposal (RFP) has been prepared by the European Centre for Medium-Range Weather Forecasts, (governed by its Convention and associated Protocol on Privileges and Immunities which came into force on 1 November 1975 and was amended on 6 June 2010) ("ECMWF") for the purposes of obtaining proposals from suppliers for provision of CRM Maintenance and Development.

The submission of a response to this RFP shall constitute an offer that may be accepted by ECMWF so as to become a binding contract. However, ECMWF is not bound to accept any quotes. If ECMWF elects to accept a quote, subject to contract, the parties shall execute a formal contract incorporating the terms and conditions contained in the RFP and any other agreed terms.

1.1.1 Introduction to ECMWF

ECMWF is an independent intergovernmental organisation supported by 35 States. Information on ECMWF's activities can be found at https://www.ecmwf.int/en/about

ECMWF has currently three sites: its Headquarters at Shinfield Park, Reading, UK, a data centre in Bologna, Italy, and an interim site in Bonn, Germany, hosting all of ECMWF's EU-funded activities.

1.2 Background to the project

The background to this RFP is described in Annex 1.

1.3 Confidentiality

The contents of this RFP together with all other information, materials, specifications or other documents provided by ECMWF, or prepared by respondents specifically for ECMWF, shall be treated at all times as confidential by the respondents unless it is already in the public domain. Respondents shall not disclose any such information, materials, specifications or other documents to any third parties or to any other part of the respondents' group or use them for any purpose other than for the preparation and submission of a response to this RFP nor shall respondents publicise ECMWF's name or the project without the prior written consent of ECMWF. Respondents shall ensure that all third parties to whom disclosure is made shall keep any such information, materials, specifications or other documents confidential and not disclose them to any other third party except as set out above.

ECMWF reserves the right to retain all documents submitted by respondents in response to the RFP. Any information in such documents that is proprietary and confidential to the respondent will be handled confidentially by ECMWF provided it is clearly and specifically identified as such. Such obligation shall not apply if such information is or was obtained from other sources that do not bind ECMWF as to confidentiality or if the information is in the public domain. ECMWF may make responses available for evaluation purposes to authorised

people including its governing body, committees, and professional advisers in addition to ECMWF's own personnel under the same conditions of confidentiality.

Please also note that all personally identifiable information (PII) requested by ECMWF or provided by respondents will be treated in accordance with the ECMWF Policy on Personally Identifiable Information Protection (PIIP). It is available at https://www.ecmwf.int. ECMWF shall process all PII submitted by your response for the sole purposes of assessing your response. In doing so, ECMWF may share such PII with consultants or external advisors.

1.4 Enquiries and contact procedure

Any enquiries or requests for clarification of any matters arising from this RFP should be sought from the Procurement Section at ECMWF and must be made in writing by e-mail as follows:

Contact name: Procurement at ECMWF

E-mail: procurement@ecmwf.int

The subject of the email must be: **"Clarification to RFP/2026/414"**

Where ECMWF supplies further information regarding the RFP or issues clarifications as a result of the questions received it will make them available through its web page in accordance with the timetable in Section 1.5, unless the question is specific to a supplier's proprietary solution. The identity of the questioner will not be revealed. The bidders are advised to follow ECMWF website for any updates or clarifications that may be announced.

ECMWF will endeavour to respond to requests for clarification within five (5) working days of receipt. This timeframe is indicative only and shall not give rise to any right, claim, or remedy against ECMWF in the event it is not met. Respondents remain responsible for following up on any clarification request for which they have not received a reply, and any failure to do so shall be deemed a waiver of any related objection. Where ECMWF provides further information, it will make this information available to all recipients of this RFP who have indicated their intention to submit a response and supplied a valid e-mail address, unless the request relates to a respondent's proprietary solution. The identity of the questioner will not be disclosed.

1.5 Timetable for procurement

ECMWF envisages the following timetable for this RFP:

RFP issuance date	3 February 2026
Final date/time for receipt by ECMWF of clarification questions	17 February 2026

Date by which clarification questions will be answered	24 February 2026
Closing date/time for submission of responses	**6 March 2026, 15:00 hrs UK time**
Evaluation of proposals by ECMWF	6-20 March 2026
Negotiations with one or more Proposers	20-27 March 2026
Contract signature and start of work	30 March 2026

1.6 Submission of responses

The respondent must submit their response to RFP414@ecmwf.int as an email with attachments containing its complete response to this RFP including its response to Annex 1. The attachments must contain a printable version of the response in Microsoft Word format, Rich Text Format (RTF) or Adobe Portable Document Format (PDF) and in Microsoft Excel format for any spreadsheets. The email should confirm that the response has been submitted by a duly authorised director or senior officer of the respondent.

The subject of the email must be: **"Response to RFP/2026/414"**

You will receive an automated receipt confirmation upon submission of your response. If you do not receive one, you should contact procurement@ecmwf.int immediately. You must NOT send or copy your response to the contact email address in 1.4 above.

Please note that ECMWF reserves the right to contact bidders during the evaluation process in order to clarify points in their response, therefore the contact point should be monitored during this period.

1.7 Timeliness of response

ECMWF will not consider any late or partial responses to this RFP nor will it consider requests for extension of the time or date fixed for the submission of proposals. It may, however, at its own absolute discretion extend the time or date fixed for submission and in such an event ECMWF will notify all Proposers who have provided ECMWF with an e-mail address for communication of additional information.

Technical failure, including of a computer, browser, e-mail system or internet connection, is not a valid reason for late or failed submission of a response, unless as a result of a failure of the ECMWF's IT systems, and in the case that there was no reasonable course of action the respondent could have taken to submit the response on time. **It is important that you do not leave the submission of your response to the last minute.**

1.8 Costs of preparation of response

Recipients of this RFP will be responsible for and bear all of their own costs, liabilities and expenses which may be incurred in the preparation of their responses to this RFP.

1.9 Evaluation method and selection criteria

Responses to this RFP will be evaluated based on the criteria and weights shown in the table below:

Evaluation criteria	Weighting
Quality of the technical proposal *Demonstrated understanding of the requirements, including maintenance, data cleaning and quality assurance, user training, ad-hoc support, documentation, and proposed approaches to continuous improvement and integration.*	50%
Relevant experience and track record *Evidence of successful delivery of comparable CRM support and development services, including data quality management and user enablement activities.*	20%
Price *Overall cost of the proposed services, assessed for value for money in relation to the quality offered*	30%

ECMWF reserves the right to negotiate with one or more respondents before taking a decision on the placing of a contract. This may involve a meeting either in person (on site in Reading) or via video-conferencing. ECMWF cannot reimburse the respondents for any costs relating to such meetings. Following notification of the result of your bid you may request feedback on the evaluation from ECMWF.

1.10 Warnings/disclaimers

Nothing contained in this RFP or any other communication made between the respondent and ECMWF or its representatives shall constitute an agreement, contract or representation between ECMWF and any other party (except for a formal award of contract made in writing by ECMWF). Receipt by a respondent of this RFP does not imply the existence of a contract or commitment by or with ECMWF for any purpose.

ECMWF reserves the right to change any aspect of, or cease, the RFP at any time.

While ECMWF has taken all reasonable steps to ensure, as at the date of this document, that the facts which are contained in this RFP are true and accurate in all material respects, ECMWF does not make any representation or warranty as to the accuracy or completeness or otherwise of this RFP, or the reasonableness of any assumptions on which this document may be based. ECMWF accepts no liability to respondents whatsoever and however arising and whether resulting from the use of this RFP, or any omissions from or deficiencies in this document.

ECMWF may use the information included in a response for any reasonable purpose connected with this RFP.

1.11 Validity

The proposal shall remain valid for a minimum of three months after the closing date for this RFP.

1.12 Diversity and inclusion

At ECMWF, we believe that scientific progress thrives in an environment that values diversity and inclusion. We are committed to fostering an organisation that is equitable, diverse, and inclusive, and to promoting gender balance in all aspects of our operations. We recognise that diversity and collaborative environment are essential for advancing scientific discovery and innovation, and we are dedicated to creating a culture that encourages and supports the contributions of individuals from all backgrounds. As part of this commitment, we encourage responses from companies who share our values and demonstrate a commitment to diversity and inclusion in their own organisations. In the event that multiple bidders present equally qualified proposals (discrepancy lower than 1%), ECMWF will take into consideration the diversity and gender balance of each bidder's organisation as a tiebreaker when making the final decision. Therefore, we invite all Proposers to provide details on their policies, programs, and practices related to diversity and inclusion, including gender balance and any initiatives or activities that they have implemented to support underrepresented groups in their organisation.

2 SCOPE OF SERVICE REQUIREMENTS

See Annex 1.

3 REQUIRED INFORMATION

3.1 Summary

Respondents should include a brief executive summary at the beginning of the proposal.

3.2 Company and contact details

Please give details of your company, stating its full registered address and company registration number. ECMWF may check the financial status of the company.

Please supply details of the person at your organisation who can be contacted by ECMWF in relation to your proposal. Please give their name, title, address and location, telephone number and e-mail address.

3.3 Track record, customers and references

Please describe in brief terms your company's history and your recent provision of the services requested in this RFP. Please supply a list of three customers to whom similar services to those requested in this RFP have been provided.

ECMWF reserves the right to seek references from one or all of these customers.

3.4 Staff resources

(a) Please give details of your staff numbers, skills and locations relevant to the services requested (including CVs or an outline of the particular qualifications and experience by key staff proposed);
(b) Please set out any key skill or employee dependencies and the availability of replacement skills in those areas, particularly as regards the envisaged permanent point of contact.

3.5 Commercial arrangements

Respondents shall provide prices for the required services, showing the breakdown in costs by using the table in Annex 1 as a template.

The price shall be inclusive of all constituent elements, such as unit price, overhead rates (if any), expenses etc. The price shall be firm and fixed and quoted in EURO (€) or POUND (£) net of taxes and VAT.

3.6 Responses to the Specification of Requirements

Respondents should demonstrate their ability to meet the requirements set out in Annex 1. Respondents should also provide a detailed implementation plan of proposed activities for the duration of the contract, describing the main objectives, the respective proposed activities and a set of Deliverables and Milestones. Deliverables should be consistent with the technical requirements specified in Annex 1. Milestones should be designed as markers of demonstrable progress and/or quality of service delivery.

The following management aspects should be described in the proposal: quality assurance and control, communication management (ECMWF, stakeholders, internal communication), conflict resolution, subcontractor management, personal data management.

A list of subcontractors, if any, describing their contribution and key personnel, legal name and address, should also be provided.

3.7 Terms and Conditions

The terms and conditions for this contract are at Annex 2.

Please note that as a result of ECMWF's immunity from jurisdiction, any contract resulting from this RFP must contain an arbitration clause which is offered by ECMWF to all contracting parties. Further information may be found at https://www.ecmwf.int/en/about/suppliers in document "ECMWF's status: Arbitration and VAT".

Please confirm that you agree to the Terms and Conditions at Annex 2. The proposal which you submit, clarified if necessary, will be part of the contract.

3.8 Additional matters

Please set out any additional information or other relevant matters which you think have not been adequately addressed in the RFP and/or merit further consideration in your response.

Annex I: Specification of Requirements

1 Background

ECMWF has been operating a Customer Relationship Management (CRM) system based on Microsoft Dynamics to support its engagement with Member and Co-operating States, partners, and users since 2024. The CRM is a central tool for logging and managing interactions, campaigns, and all related data - across multiple teams, projects and processes.

There are currently over 50 operational users of the CRM from across three different departments. The CRM supports critical workflows and has been integrated into internal procedures. Dynamics functionalities and modules that are used on a regular basis include: Contact & Accounts, Groups, Marketing Lists, Campaigns & Quick Campaigns, Customer Voice, Custom tables and out-of-the-box tables, Appointments (custom and out-of-the-box), PowerAutomate Flows app. Next to a number of custom views, a few custom modules, tables and automations have been set up over time. The data inside the CRM is either integrated via APIs, uploaded using Excel/CSV, or created manually.

Outside of the CRM, support to its users has been in the form of written user documentation, thematic short training sessions, drop-in Q&A sessions, demo sessions, dedicated champion for ad-hoc 1-to-1 support.

The figures below are estimates based on experience from previous years and historical usage patterns. They are provided for indicative planning purposes only and do not constitute a guarantee or commitment regarding the volume, frequency, or nature of work during the contract period. Actual requirements may vary depending on business needs, system usage, and unforeseen circumstances.

- Around 12 smaller developments per year based on user feedback collected. Two of those are usually feedback of critical nature to the workflow, that has to be addressed immediately.
- Around 2 substantial developments based on new user stories. These require the creation of custom views and automation
- Around 10 incidents that require contractor support, including making changes to settings in the back-end
- Around 4 requests per year for additional or changes to support documentation
- Around 12 drop-in Q&A or demo sessions per year and 5 ad-hoc 1-to-1 support requests

2 Objectives and scope

The objective of this contract is for ECMWF to enter into a 3-year agreement with the possibility of extension for 1 additional year with a single provider for ongoing support, quality assurance, and integration and enhancement services for ECMWF's CRM system MS Dynamics CE (Sales). While ECMWF does not publish the budget available for this contract, the specification of requirements should provide a reasonable indication of the volume of work and effort needed for successful delivery. Nevertheless, in accordance with ECMWF procurement rules and procedures, the selected procurement method (i.e. Request for Proposal) is used for requirements estimated not to exceed £180,000.

The Contractor shall ensure that the CRM remains fully functional, reliable, and user-friendly at all times, providing continuous support and proactive enhancements to maintain system effectiveness and usability, ensuring alignment with ECMWF's evolving business needs, internal processes, and the latest developments in Microsoft Business Applications. Additionally, the Contractor shall prepare the system and its internal users on GenAI in support of the use of the CRM. The Contractor shall also ensure compatibility and integration with ECMWF's changing IT landscape.

The Contractor is expected to deliver the expertise required to maintain, support, and improve the CRM so that it delivers maximum value to ECMWF and its stakeholders. This expertise should particularly cover Dynamics CE (Sales), Integration, PowerAutomate, PowerApps, and Dataverse.
The contractor is also responsible for ensuring the smooth execution of the contract and all work packages, including budget management, meeting organisation and documentation, timely follow-up on actions, and proactive resolution of issues.

The services and outputs expected under this contract will be in the form of specific and pre-defined activities, including based on and around solutions developed in a previous phase of this project. There will also be requests for other, currently undefined activities where we're looking for proposals for novel solutions that complement our existing system set-up and processes, also for the future.

Concretely, the contractor will perform the following activities across 6 Work Packages (WP):

WP1 – Contract and Project Management

This work package covers the overall management and coordination of the contract and all work packages (WPs), ensuring orderly planning, proactive communication, timely follow-up, resourcing, and performance monitoring. It includes an induction phase to secure programmatic and system-based knowledge.

The Contractor shall:

- Plan and organise regular and ad-hoc meetings, prepare agendas, record minutes and decisions, maintain an action log, and ensure timely follow-up on open items
- Track effort against budget lines; make financial proposals for new developments projects; provide clear supporting information for invoices
- Submit quarterly reports showing performance against agreed deliverables, KPIs and SLAs, adherence to PIIP/GDPR, as well as a narrative of the budget consumption and risk management
- Conduct an initial induction/handover phase with the previous supplier to understand ECMWF's objectives, CRM use cases, data architecture, and custom developments, document findings and gaps

WP2 – System maintenance

This work package ensures the continued operational health of the Microsoft Dynamics CRM through configuration upkeep, compatibility checks, upgrade verification, minor adjustments, and structured liaison with internal stakeholders.

The Contractor shall:

- Maintain fields, forms, views, business rules, and security roles in line with agreed requirements; ensure changes are documented and traceable, including documentation that could be used as handover at the end of the contract
- Implement small configuration adjustments to address usability issues or process tweaks; record all changes and outcomes.
- Assess compatibility of the current configuration and custom developments with platform updates; verify platform upgrades and patches in a safe environment prior to release; conduct regression checks on key business processes and custom components; coordinate deployment plans.
- Coordinate with ECMWF colleagues across teams and departments; maintain alignment on operational constraints and dependencies

WP3 – Data Quality Assurance

This work package provides proactive data cleaning and quality assurance to improve accuracy, completeness, and consistency in the CRM. Activities include validation, deduplication, correction of inconsistent or incomplete records, and the use of AI or built-in tools for fuzzy matching and automated detection of duplicates or anomalies. Furthermore, it foresees the proposal of changes to the CRM data structure as well as operational procedures that facilitate data quality assurance.

The Contractor shall:

- Propose validation rules and procedures aligned with ECMWF workflows; ensure coordination with WP5 on user documentation on agreed rules
- Identify and correct inconsistent or incomplete records; apply improvements to data formats and standard fields.
- Use built-in tools and, where appropriate, AI-assisted methods to detect duplicates, anomalies, or outliers; propose remediation steps and implement following agreed procedures.
- Define data quality indicators and track them over time; surface trends and propose incremental improvements. Plan and run focused cleanup campaigns and track outcomes.
- Conduct data quality activities in adherence to PIIP/GDPR principles

WP4 – Feature Design & Development

This work package covers the conception, design and delivery of new standard features or requirements, including new integrations with other ECMWF internal systems. Activities are driven by user requirements and feedback, and should follow a structured path from design to acceptance.

The Contractor shall:

- Continuously collect user feedback on existing functionalities through defined channels; triage and incorporate agreed improvements; track requests to closure.
- Regularly gather new requirements for features and solutions from users and stakeholders, from within the Section as well as across ECMWF. Refine them using a co-design approach; confirm scope, integration and acceptance/success criteria, as well as an MVP
- Keep a log of requirements, user stories or equivalent artefacts; and propose the order of developments based on feasibility, urgency, available budget, business goals achieved etc.
- Design proposals that both address the users' requirements as well as take into account ECMWF processes and existing system and content architecture; agree designs prior to build, including budget needed for delivery
- Deliver the developments and configuration changes in line with agreed designs and budget; conduct all testing (including appropriate documentation, before the User Accepting Testing stage), implement feedback and agreed fixes, execute deployment
- Design and implement integrations with ECMWF internal systems, including with new *AI for administrative processes* systems; document all interfaces, workflows, integration requirements; validate data flow and error handling.
- Ensure coordination with WP5 on user documentation and training elements to reflect all new features and integrations.

WP5 – User Support & Training

This work package provides user-facing support to ensure smooth onboarding and sustained adoption, including the development and maintenance of user documentation, regular drop-in sessions, generic, thematic and refresher trainings, ad hoc assistance for specific tasks (e.g., setting up marketing campaigns).

The Contractor shall:

- Organise regular drop-in sessions for user queries and hands-on support; record attendance and common issues, questions or feedback
- Create and maintain training resources for self-learning, including production of training materials in different formats (static and video, quick start guides, checklists) and update them following system changes.
- Provide ad-hoc trainings via Teams, be it general onboarding, thematic or refresher trainings, tailored to user needs
- Develop and maintain task-oriented user documentation on all existing and new features (e.g., how-to, FAQs, checklists)
- Upon request, support users with specific tasks (e.g., campaign setup)
- Capture user feedback during support and training; feed prioritised items into maintenance and development WPs.

WP6 – GenAI for CRM Roadmap

This work package foresees the delivery of a roadmap for the integration of GenAI within and for the CRM, aligned with ECMWF's Corporate AI administrative processes plan and with the goal of making the CRM a key enabler for AI-driven efficiencies and insights, around time and burden reduction and support for decision making. The contractor will map opportunities, challenges and conditions for the use of GenAI, ensuring compliance with ECMWF's privacy and confidentiality policies.

The Contractor shall:

- Collaborate across ECMWF departments and with the internal Corporate AI Coordinator; fully take into account any wider internal Corporate AI plans and activities
- Map challenges and opportunities for ECMWF's CRM, including GenAI's impact on individual core CRM functions – as well as conditions to be met for successful integration.
- Propose individual AI-driven features, focused on reducing administrative burden as well as for advanced analytical capabilities, ensure all proposed solutions comply with ECMWF's privacy, confidentiality requirements
- Develop a phased roadmap, distinguishing between quick wins and long-term opportunities, and suggesting an implementation map around the above bullets
- Coordinate with WP3 (Data Quality Assurance) and WP4 (Feature Design & Development) to ensure harmonisation of AI features with existing CRM architecture and operational workflows, and for final implementation

3 Requirements

The contractor shall provide:

- A dedicated project manager to oversee all activities and act as the primary point of contact and is responsible for reporting
- Skilled technical resources with proven experience in Microsoft Dynamics CRM configuration, development, and integration
- A resourcing plan with key personnel and identified backups for key roles

- Adequate knowledge of the ECMWF Personally Identifiable Information Policy (PIIP, available on our website) and GDPR and apply/implement appropriate controls for personal data within CRM-related activities
- Proposal for a set of KPIs suitable for contract performance, including appropriate SLA response and implementation times and risk management
- Expertise in data quality management, including advanced techniques for deduplication and anomaly detection
- Training and documentation capabilities to support diverse user groups
- A clear methodology for issue tracking, change management, and continuous improvement
- A minimum of three references of successful previous work in a comparable setting and scope, and the measures of success used

4 PRICING TEMPLATE

Kindly provide a separate pricing table for each Work Package. You may use the example formats below as a guide and select the one most suitable for each Work Package; different templates may be used for different Work Packages where appropriate.

	Monthly fee (€ or £)	Total Annual Cost (€ or £)	Notes
Year 1			
Year 2			
Year 3			
Year 4			
Total Contract Value			

Role	Proposed number of days effort	Day rate in £ based on 8hr day	Sub Total
e.g. L1_Manager			
e.g. L2_Senior expert			
e.g. L3_Expert			
e.g. L4_Support			
Other/s			
Total Proposed Cost			

ANNEX 1: **TERMS AND CONDITIONS OF CONTRACT**

CONTRACT FOR PROCUREMENT

ECMWF/RFP/ 2024 /xxx

for

THE PROVISION OF *SUBJECT OF REQUEST* TO ECMWF

The Contract consists of
ANNEX 1: ECMWF's Terms and Conditions of Contract - Services
ANNEX 2: the Contractor's Proposal
ANNEX 3: ECMWF/RFP/ xxx for [brief description of services].
[ANNEX 4: ECMWF's Acceptance Letter - if applicable]

In the event of any conflict between these Annexes the order of precedence shall be:

1) ANNEX 1: ECMWF's Terms and Conditions of Contract - Services
2) ANNEX 3: ECMWF/RFP/ xxx for [brief description of services]
3) [ANNEX 4: ECMWF's Acceptance Letter - if applicable]
4) ANNEX 2: The Contractor's Proposal.

Under this Contract made and entered into this day of [month year]

by and between

the European Centre for Medium-Range Weather Forecasts (ECMWF), governed by its Convention and associated Protocol on Privileges and Immunities which came into force on 1 November 1975 and was amended on 6 June 2010,

and

[Contractor, Contractor's address], registered in [State; City; Institution] no. [registration number]
(the Contractor),

ECMWF agrees to acquire and the Contractor agrees to provide the services described in this Contract on the terms and conditions provided herein and for a price of £ [xxxx].

IN WITNESS WHEREOF this Contract has been duly executed as of the date set forth above.

Signed for and on behalf of ECMWF	Signed for and on behalf of the Contractor
YOU ARE NOT REQUIRED TO SIGN THIS AS PART OF YOUR RESPONSE However, you should confirm your agreement to the Terms and Conditions in accordance with para 3.7 of the Request for Proposal	
By XXXXX	by (name): _____
Its Director of XXXXXXXXX	Its: _____

Addresses for contract notices:

For ECMWF
Director of XXXXXXX
ECMWF
Shinfield Park
READING
Berkshire
RG2 9AX

For the Contractor

United Kingdom

TERMS AND CONDITIONS OF CONTRACT - SERVICES

1 INTRODUCTION AND DEFINITIONS

1.1 These Terms and Conditions ("T&C") shall apply to the procurement of any intangible beneficial function (e.g. advice, consultancy or some form of specialist activity) which is not ancillary to the supply of goods. These T&C shall also apply to any tangible items (e.g. documents, datasets and other materials) which are provided by the supplier or its agents, contractors or employees, as part of or in association with the function ("Deliverables"). In these T&C, the function and the Deliverables shall be referred to collectively as the "Services".

1.2 ECMWF and the person or entity whose offer is accepted by ECMWF ("Contractor") are "Parties" to these T&C. No third party is entitled to claim any rights under these T&C.

1.3 No variation of these T&C shall be valid unless it is confirmed in writing by authorised signatories of both Parties.

2 SUPPLY OF SERVICES

2.1 The Contractor shall from the date set in the Request or any other date agreed upon by the Parties in writing ("Commencement Date") and for the duration of the Contract provide the Services to ECMWF in accordance with the terms of the Contract.

2.2 The Contractor shall meet any performance dates requested by ECMWF detailed in the Request for Proposals ("the Request").

2.3 In providing the Services, the Contractor shall

- co-operate with ECMWF and comply with all instructions of ECMWF;
- perform the Services with care, skill, diligence in accordance with best practice in Contractor's industry, profession or trade;
- ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Request, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Contractor by ECMWF;
- acquire for itself and at its own expense, all equipment, tools, vehicles and such other items as are required to provide the Services;
- use high quality goods, materials, standards and techniques, and ensure that the Deliverables will be free from defects in workmanship, installation and design;
- obtain and at all times maintain all necessary licences and consents, and comply with all laws applicable to the Contractor;
- if applicable, comply with all relevant rules and regulations in force at ECMWF premises;
- hold all materials and data supplied by ECMWF to the Contractor in safe custody at its own risk and return them in good condition, unless agreed otherwise by ECMWF.

2.4 ECMWF shall

- if necessary, provide the Contractor with reasonable access at reasonable times to ECMWF's premises for the purpose of providing the Services;
- provide such information to the Contractor as the Contractor may reasonably request and ECMWF considers reasonably necessary for the purpose of providing the Services.

3 PRICE, CURRENCY, AND VAT

3.1 Unless otherwise agreed the total price payable by ECMWF shall remain fixed for the duration of the Contract, not be subject to any adjustment on the basis of the Contractor's cost experience in performing the contract, and must contain all charges, disbursements, ancillary costs and fees e.g. for accompanying licences.

3.2 The currency of the Request shall be in pounds sterling (£). The Contractor's prices shall be quoted in pounds sterling. The Contractor's invoices shall be submitted in pounds sterling. Payments by ECMWF to the Contractor shall be made in pounds sterling.

3.3 The Contractor shall take all necessary steps to facilitate ECMWF's exemption resulting from its Protocol on Privileges and Immunities from taxes, including VAT, and customs duties which might otherwise be payable in relation to the Goods. It will do so by carrying out the necessary formalities so as to bring about the exemption from taxes and duties which might otherwise be levied on the expenses it will incur, before it submits the invoice to ECMWF; and by complying with all necessary formalities so that ECMWF itself may be exempt from paying such taxes and duties. For these purposes, it shall request the necessary instructions from ECMWF and provide in due time the information which ECMWF requires.

3.4 ECMWF will not pay any other taxes or duties relating to the Goods. The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative customs charges or other governmental assessments or charges that are applicable to the performance of this Contract. It is each Party's responsibility to inform itself of its liabilities in each country where such liabilities may arise.

4 INVOICING AND PAYMENT

Save where different payment terms are specified in the Request, ECMWF shall pay all invoices within 30 days of receipt provided the Contractor has complied with its obligations under the Contract, particularly with Article 2 of these T&C, and the invoice is correct, stating the applicable Services, the price, the Contractor's VAT number, any Order number and has been issued to Finance Section at ECMWF, Shinfield Park, Reading, RG2 9AX, United Kingdom, and sent thereto or to finance@ecmwf.int. The Contractor shall supply ECMWF with all necessary information as advised by ECMWF regarding the Services, in good time before the performance, to enable ECMWF to avail itself of its exemption from customs duties and taxes.

5 KEY PERSONNEL AND PERSONNEL

5.1 If ECMWF chooses to define key personnel in the Request, such personnel shall not be released or replaced by the Contractor without prior written consent by ECMWF. ECMWF's consent shall not be withheld unreasonably. Replacements shall be of at least equal status or of equivalent experience and skills to the key personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

5.2 Any personnel, including key personnel, shall be exchanged at ECMWF's request subject to four weeks written notice, unless extraordinary circumstances require a shorter notice period. In that case, ECMWF has to provide the Contractor with a written statement of grounds.

5.3 Personnel other than key personnel, may be exchanged at the Contractor's discretion subject to four weeks written notice, unless extraordinary circumstances require a shorter notice period. In that case, the Contractor has to provide ECMWF with a written statement of grounds.

6 CALL-OFF CONTRACT

6.1 In certain cases, meeting the initial Request may require more than one order. The award of a Contract based upon one such order does in no way limit ECMWF's right to invite new bidders for future orders under the same or a similar Request.

6.2 In such cases, the Contractor agrees that ECMWF may order further Services following the initial acquisition under the Contract and at the Price specified in the Contract or the Price in a quotation in response to a Request, as appropriate.

7 WARRANTY REMEDIES; TERMINATION

7.1 If the Services are not performed in accordance with Clause 2.3 and the Contractor fails to correct any breach in due time, ECMWF shall be entitled to avail itself of any one or more of the following remedies at its discretion: (a) to rescind or suspend the Contract with immediate effect; (b) to refuse to accept any further Service performance and to source alternatives without any liability to ECMWF; (c) to carry out at the Contractor's expense any work necessary to make the Services comply with the Contract; and (d) to claim such damages as may have been sustained in consequence of the Contractor's breach of Contract; and (e) to reclaim any advance payments ECMWF may have made; and (f) to offset any such claims for damages or refunds against any outstanding portion of the price.

7.2 ECMWF may resort to any one or more of the remedies stipulated in Clause 7.1, mutatis mutandis and with immediate effect upon written notification, if it comes to the conclusion:

- That the Contractor has committed errors, irregularities, fraud or breaches of other obligations under the Contract; or

- That the Contractor is involved in any legal proceedings concerning its solvency, or ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt, or enters into liquidation whether compulsory or voluntary (other than for the purposes of an amalgamation or reconstruction) or makes an arrangement with its creditors or the Contractor is placed into administration or has an administrator, receiver or manager appointed over all or any part of its assets or generally becomes unable to pay its debts; or is acquired by or merged with any third party.

7.3 It is left to the Contractor to provide evidence to rebut ECMWF's conclusions. ECMWF may take timely rebuttals into account, reconsider the remedies, or enter into negotiations with the Contractor.

7.4 ECMWF reserves the right to terminate any Contract at thirty (30) days' notice, without limiting its other rights and remedies. The Contractor has the right to terminate any Contract at sixty (60) days' notice without limiting its other rights and remedies.

8 FORCE MAJEURE

Neither party shall be liable to the other party for any delay in or failure to perform its obligations as a result of any cause beyond its reasonable control ("Force Majeure") provided the affected party notifies the other party as soon as reasonably practicable. If any Force Majeure event continues for at least 90 days, either party shall be entitled to terminate the Contract with immediate effect by notice in writing to the other party.

9 CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason, the Contractor shall immediately deliver to ECMWF all Deliverables whether or not then complete, and return all material and data supplied by ECMWF. Upon inspection of the Deliverables, ECMWF may choose to keep and pay for incomplete Deliverables proportionately or otherwise return them to the Contractor and not make any payment for incomplete Deliverables.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 ECMWF shall own the Deliverables and all intellectual property rights in the Deliverables.

10.2 Clause 10.1 does not apply to the Contractor's pre-existing intellectual property rights or rights that the Contractor may have developed or acquired independently of the performance of his obligations under these T&C. In such cases, the Contractor grants ECMWF a free, non-exclusive, irrevocable, worldwide, transferable, sub-licensable and time unlimited licence to use all such intellectual property rights as are necessary for the use of the Services and in particular the Deliverables, including for their maintenance, modification, and replacement by or on behalf of ECMWF. The Contractor warrants to be entitled to grant such a licence.

10.3 Ownership of the Deliverables shall be fully and irrevocably acquired by ECMWF under the Contract from the moment they are accepted by ECMWF as being in compliance with the Contractor's obligations under the Contract, particularly with Article 2 of these T&C. ECMWF shall notify the Contractor in due time if it does not accept the Deliverables. If so, it shall notify the Contractor and, if necessary, return the Deliverables immediately.

11 INDEMNITY

The Supplier shall keep ECMWF indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by ECMWF or any of its Member States as a result or in connection with any claim, including but not limited to claims for actual or alleged infringement of a third party's intellectual property rights, brought against ECMWF arising out of, or in connection with ECMWF's receipt or use of the Services to the extent that the claim is attributable to the acts or omissions of the Contractor, its employees, agents, or subcontractors. This Clause 11 shall survive termination of the Contract.

12 PUBLICITY & CONFIDENTIALITY

12.1 The Contractor may not use ECMWF's name for advertisement, reference or publicity purposes without ECMWF's prior written consent.

12.2 If either party learns of confidential or proprietary information of the other party, it may not disclose such information without prior written consent of the other party. This obligation will survive the expiry or termination of the Contract for a period of five (5) years or until such earlier time as the confidential information concerned reaches the public domain other than through the receiving party's own default.

12.3 Either Party shall keep all of the other Party's confidential technical or commercial know-how, specifications, inventions, processes, or trade secrets ("Confidential Information") in strict confidence, unless otherwise is required by law or any regulatory authority. This obligation applies to the Parties' affiliates or Member States, their employees, agents, or sub-contractors. Each Party shall only disclose such Confidential Information to those affiliates' or Member States' employees, agents, or sub-contractors who need to know it for the purpose of discharging the disclosing Party's obligations under the Contract. Each Party must assure that all such recipients of Confidential Information comply with the obligations set out in this Clause. This Clause 12.3 shall survive the termination of the Contract.

13 INSURANCE

The Contractor shall carry public liability and professional indemnity insurance (or equivalent cover or contingency arrangements) for at least £2 million for all liabilities that may arise out of the Contractor's performance or non-performance of its obligations under the Contract. Upon request, the Contractor shall provide evidence of such insurances or such other cover or contingency arrangements as the Contractor maintains, to the satisfaction of ECMWF.

14 PERSONAL DATA

14.1 Where the processing of personal data by the Contractor is required under the Contract, the Contractor shall process personal data in accordance with the General Data Protection Regulation 2016/679/EU ("GDPR"), as amended, and any other data protection law applicable to the Contractor ("Data Protection Law") during the term of this Contract. If the Contractor processes personal data outside the European Economic Area ("EEA"), or allows such personal data to be accessed from outside the EEA, it shall do so in a manner which satisfies applicable Data Protection Law for the implementation of adequate safeguards for transfers of personal data to third countries not subject to an adequacy decision of the European Commission (e.g. under an agreement between the Contractor and the third-country recipient organisation using European Commission approved Model Contract Clauses or, in the case of the United States of America, covered by the Commission approved "Privacy Shield" or any subsequent similar arrangement).

14.2 The Contractor shall implement appropriate technical and organisational measures to ensure the security of personal data processed pursuant to this Contract. Upon termination or expiry of this Contract or upon ECMWF's request, the Contractor shall either delete or return to ECMWF all personal data processed under this Contract, unless Data Protection Law requires otherwise.

14.3 If so required under applicable Data Protection Law, the Contractor shall designate a Data Protection Officer ("DPO") and supply appropriate contact details of its DPO to ECMWF and the data subjects. ECMWF may publish that information through its websites for use by the data subjects, whose personal data is processed by the Contractor. The Contractor shall promptly report to ECMWF any change to the identity of the Contractor's DPO.

14.4 The Contractor shall, without delay, pass on to the DPO of ECMWF any requests or complaints made by data subjects relating to the processing of their personal data in the exercise of their rights under applicable Data Protection Law. The Contractor shall provide, free of charge, all support necessary for ECMWF to respond to and/ or fulfil all such requests and complaints.

14.5 The Contractor shall notify ECMWF of any security incidents, events or weaknesses (e.g. data breaches or suspected data breaches) impacting or capable of impacting the security of personal data processed under the Contract.

14.6 The Contractor shall process, or permit to be processed, personal data only for the purposes of performing its obligations under the Contract and shall ensure that personnel of the Contractor is subject to an obligation of confidentiality in respect of the processing of personal data under the Contract.

14.7 ECMWF, an 'international organization' under Chapter V of the GDPR, shall comply with its own policies and procedures in respect of the protection of personally identifiable information, notably the Policy for Personally Identifiable Information Protection, as amended. ECMWF's DPO can be reached as follows: pii-protection-officer@ecmwf.int or ECMWF PII Protection Officer; ECMWF, Shinfield Park, Reading, RG2 9AX, United Kingdom.

15 RECOVERY

ECMWF reserves a right to recover from the Contractor any amounts that have been paid to the Contractor but which are not due. When ECMWF identifies such amounts, and notifies the Contractor of its intention to recover such amounts, they shall be treated by both parties as debts and shall be payable by the Contractor immediately. If applicable, ECMWF may choose to set off such amounts in full against any outstanding claim the Contractor may have against ECMWF.

16 GOVERNING LAW AND DISPUTE RESOLUTION

16.1 The parties shall attempt to settle any dispute between them in an amicable manner and, if unsuccessful, first refer the dispute to proceedings under the International Chamber of Commerce's (ICC) Mediation Rules. If the dispute has not been settled pursuant to the said Rules within 45 days following the filing of a request for mediation or within such other period as the Parties may agree in writing, such dispute shall thereafter be finally settled under the ICC Rules of Arbitration by three (3) arbitrators appointed in accordance with the said Rules of Arbitration. The Place of Mediation and Arbitration shall be London, England. The proceedings shall be in the English language.

16.2 Nothing in the Contract shall be considered a waiver of any of the privileges and immunities vested in ECMWF by virtue of its Convention and Protocol.

16.3 Recourse to regular courts of law, also in cases of injunctive relief, is excluded.

16.4 It is the intention of the Parties that these T&C shall comprehensively govern the legal relations between the Parties, without interference or contradiction by any unspecified law. Without prejudice to ECMWF's status as an Intergovernmental Organization, reference shall be made to the substantive Laws of England and Wales where:

- A matter is not specifically covered by these T&C; or
- A provision of these T&C is ambiguous or unclear.

17 MISCELLANEOUS

17.1 The Contractor may not sub-contract or assign any of its obligations under the Contract except with ECMWF's express written permission and upon the basis of specific terms, provided by ECMWF, to apply as between the Contractor and its sub-contractor or assignee.

17.2 No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

17.3 If any provisions of these T&C are or subsequently become invalid for any reason, the remaining provisions shall remain in full force and effect.

17.4 All documents to be furnished or communications to be given or made under this Contract shall be in the English language or, if in another language, shall be accompanied by a translation into English certified by the Contractor, which translation shall be the governing version between the Contractor and ECMWF.