

THE EUROPEAN CENTRE FOR MEDIUM RANGE WEATHER FORECASTS

GRANT AGREEMENT

PROJECT NUMBER: [insert project number]

PROJECT TITLE: [insert project title]

STRENGTHENING EARLY WARNING IN AFRICA (SEWA) AND AFRICAN CENTRES OF EXCELLENCE ON CLIMATE CHANGE RESILIENCE (ARCX)
[insert the name of the Action/Call]

First Edition v1.1 (October 2026)

PREAMBLE

This Grant Agreement ("the Agreement") is made on [date]

by and between, on the one part,

(1) **The European Centre for Medium-Range Weather Forecasts (ECMWF)**, an inter-governmental organisation, governed by the Convention of ECMWF and associated Protocol on Privileges and Immunities, acting through its duty station at Robert-Schuman-Platz 3, 53175 Bonn, Germany ("ECMWF"), under the powers delegated by the Commission,

and, on the other part,

(2) **[Name (short name) of Coordinator/Beneficiary]**, established in [jurisdiction] under [registration number], with address: [legal address], represented by [name of the authorised representative] ("**Coordinator/Beneficiary**")

(3) [… other Beneficiaries, if they sign their 'accession form", see Annex 3 and Clause 38]

The parties referred to above have agreed to enter into the Agreement.

By the application of an authorised signature, by hand or by electronic signature, to this Agreement and the accession forms, the Beneficiaries accept the Grant and agree to implement the Action under their own responsibility and in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNED for and on behalf of **ECMWF**:

……
Signature

……
Print name

……
[Title]

SIGNED for and on behalf of **[……]**

……
Signature

……
Print name

……
[Title]

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DATA SHEET

1. General Data

Project Summary:

Project Summary
[Text from DoA Annex 1 - Technical Description]

Project Number: [number]

Project Title: [title]

Call for Proposals ID: [ID]

Action Number: [number]

Granting Authority: ECMWF

Project Starting Date: [Choose one of these two options: (1) The first day of the calendar month following the Effective Date; or (2) dd/mm/yyyy]

Project End Date: [dd/mm/yyyy]

Project Duration: [number of months, e.g. 24 months]

Consortium Agreement: Yes

2. Participants

Abbreviations:

COO means ''Coordinator''

BEN means ''Beneficiary''

AE means ''Affiliated Entities''- Not Applicable for this Grant Agreement

AP means ''Associated Partners''

List of Participants:

Number	Role	Short Name	Legal Name	Country	Total Eligible Costs	Maximum ECMWF Grant Amount	Entry Date	Exit Date
1	COO							
2	BEN							

3	BEN							
4	AP				N/A	N/A		
TOTAL								

3. Grant

Maximum ECMWF Grant Amount, Total Estimated Eligible Costs and Funding Rate:

Total Costs	Maximum ECMWF Grant Amount (Annex 2)	Maximum ECMWF Grant Amount (Award Decision)

Grant Form: Lump Sum

Grant Mode: Action Grant

Budget Categories/Activities: Lump sum contributions

Note: The amounts of the lump-sum contributions have been defined and justified on the basis of the detailed budget table with the cost estimations per each Coordinator/Beneficiary/Affiliated Entity and per each Work Package submitted during the application stage (Annex II of the Application Form – Estimated Budget) that has been further reviewed, evaluated, negotiated and approved by ECMWF during the evaluation of the Applications and the Grant Agreement Preparation stages of the grant procedure.

Cost Eligibility Options:

- Average Personnel Costs: Yes/No
- Subcontracting Cap: Yes (%)/No
- Indirect Costs: flat-rate 25% of the total direct costs (budget categories A-D above), excluding subcontracting costs (budget category E above) Applicable/Not Applicable
- VAT: Yes/No

Budget Flexibility: Yes/No

Additional Pre-financing: Yes/No

4. Reporting and Payments

4.1 Continuous Reporting

Deliverables: as per Annex I

Milestones: as per Annex I

4.2 Periodic Reporting: Technical Report and Financial Statements

Payments	Month from	Month to	Reporting Deadline	Payment Deadline
Initial Pre-financing	N/A	N/A	Coordinator providing ECMWF with a completed and signed payment request (as per the template in Annex 4) as soon as possible after signature of the Grant Agreement	after 60 days from receipt by ECMWF Finance of the completed and signed payment request
First Interim Payment	1	12	60 days after end of the respective reporting period	after 60 days from the receipt by ECMWF Finance of the completed and signed payment request (as per the template in Annex 4), after the approval of the interim report and the notification to this effect by ECMWF
Second Interim Payment	13	24	60 days after end of the respective reporting period	after 60 days from the receipt by ECMWF Finance of the completed and signed payment request (as per the template in Annex 4), after the approval of the interim report and the notification to this effect by ECMWF
Final Payment	25	32/34 TBC	60 days after the Project End Date	after 60 days from the receipt by ECMWF Finance of the completed and signed payment request (as per the template in Annex 4), after the approval of the final report and the notification to this effect by ECMWF

Prefinancing Payment:

Maximum ECMWF Grant Amount (Award Decision)	Percentage of Prefinancing	Prefinancing Amount	Restriction (if applicable)
			[e.g. Restrictions on distribution of initial pre-

			financing: The pre-financing may be distributed only if the minimum number of Beneficiaries set out in the call conditions (if any) have acceded to the Agreement and only to Beneficiaries that have acceded.]

Prefinancing Guarantee: Yes/No

Maximum ECMWF Grant Amount (Award Decision)	Prefinancing Amount	Guarantee Amount	Division per Participant

Reporting and Payment Modalities

Interim Payment Ceiling (if any): 80% of the maximum grant amount

No-Profit Rule: Yes

Bank Account for Payments: As included in the Coordinator's Financial Identification Form

Conversion into Euros: As per Grant Agreement Clause 20.3

Reporting Language: Language of the Agreement

4.3 Certificates

Certificates on the Financial Statements (CFS): Yes/No

5. Other

Impact Evaluation (up to X years after final payment): 5 (or 3 for grants of not more than EUR 60 000)

Chapter 1 GENERAL

1. INTRODUCTION

1.1 Grant Agreement – Parts and Precedence

1.1.1 This Grant Agreement comprises:

1.1.1.1 the Preamble;

1.1.1.2 the Terms and Conditions (including Data Sheet);

1.1.1.3 Annex 1 Description of the Action;

1.1.1.4 Annex 2 Estimated Budget for the Action;

1.1.1.5 Annex 3 Accession Forms (if applicable);

1.1.1.6 Annex 3a Declaration on Joint and Several Liability of Affiliated Entities (if applicable);

1.1.1.7 Annex 4 Payment Request

1.1.1.8 Annex 5 Personal Data Protection;

1.1.1.9 Annex 6 Logos

(the "**Agreement**").

1.1.2 Conflict between the provisions of documents in the Agreement shall be resolved in the following order of precedence:

1.1.2.1 The provisions in the Data Sheet take precedence over the rest of the Terms and Conditions of the Agreement.

1.1.2.2 The Terms and Conditions take precedence over the Annexes.

1.1.2.3 Annex 2 takes precedence over Annex 1.

1.2 Definitions and Interpretation

1.2.1 In this Agreement, the following words and phrases shall have the following meanings except where the context requires otherwise:

"**Action**"	The project which is being funded in the context of this Agreement.
"**Affiliated Entities (AE)**"	Entities affiliated to a Beneficiary within the meaning of Article 190 of the Financial Regulation which participate in the Action with similar rights and obligations as the Beneficiaries (obligation to

	implement Action tasks and right to charge costs and claim contributions).
"Associated Partners (AP)"	Entities which participate in the Action, but without the right to charge costs or claim contributions.
"Beneficiaries (BEN)"	The signatories of this Agreement (either directly or through an accession form).
"Beneficiary Personnel"	The employees and agents (including vicarious agents according to section 278 BGB) of the Beneficiaries and their Affiliated Entities and of any Associated Partners, who provide or who are involved in the implementation of the Action.
"Background"	Any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as IPR — that is: (a) held by the Beneficiaries or ECMWF before they acceded to the Agreement or developed independently of the Agreement, and (b) needed to implement the Action or use the Results or the Deliverables.
"Bürgerliches Gesetzbuch (BGB)"	German Civil Code.
"Commission"	European Commission.
"Concerned Entity"	Any EU government entity as defined in Article 2 (b) of Regulation 2020/2092 (where 'government entity' means a public authority at any level of government, including national, regional and local authorities, as well as an EU Member State organisations within the meaning of point (44) of Article 2 of the Financial Regulation[1]) and/or any entity linked to it, as it may be established in the relevant Conditionality Decision.
"Conditionality Decision"	A Council Implementing Decision adopted in accordance with Article 6 of EU Regulation (EU, Euratom) 2020/2092 of the European Parliament and of the Council of 16 December 2020 on a general regime of conditionality for the protection of the Union budget, OJ L 433I, 22.12.2020, p. 1–10.

[1] 'Member State organisation' means an entity established in an EU Member State as a public law body, or as a body governed by private law entrusted with a public service mission and provided with adequate financial guarantees from the EU Member State.

"Conditionality Measures"	Measures adopted under a Council Implementing Decision pursuant to Regulation 2020/2092 on a general regime of conditionality for the protection of the Union budget.
"Confidential Information"	Means: (a) the terms of this Agreement; (b) all information disclosed to the relevant party by or on behalf of the other party in connection with this Agreement and which relates to the provisions of this Agreement or the negotiations relating to this Agreement; (c) know-how, secret processes and inventions disclosed to the relevant party by or on behalf of the other party in connection with this Agreement; (d) all other information disclosed to the relevant party by or on behalf of the other party (whether before or after the date of this Agreement) which is marked as or has been otherwise indicated to be confidential or which derives value to a party from being confidential or which would be regarded as confidential by a reasonable business person.
"Consortium"	A Consortium consists of more than one Beneficiary in multi-beneficiary projects.
"Contribution Agreement"	The Contribution Agreement between the Commission and ECMWF number 700002511 in respect of "Strengthening Early Warning in Africa (SEWA) and African Centres of Excellence on Climate Change Resilience (ArcX) – ECMWF" which entered into force on 16 December 2024, and any amendments and addendums thereof.
"Convention of ECMWF"	means the Convention Establishing the European Centre for Medium-Range Weather Forecasts that entered into force on 1 November 1975 and was amended with effect from 6 June 2010.
"Coordinator"	The Beneficiary which is the central contact point for ECMWF and – in multi-beneficiary grants – represents the Consortium towards ECMWF. For mono-beneficiary grants, the mono-beneficiary also has the Coordinator role.

"Corruption"	Shall have the meaning defined in the Convention (made on the basis of Article K.3 (2)(c) of the Treaty on European Union) on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union of 26 May 1997 (OJ C 195, 25.6.1997), including both passive corruption and active corruption.
"Deliverable"	A specific output of the Action that must be produced and submitted to the ECMWF within the timeline outlined to this effect in the Data Sheet and Annex 1.
"ECMWF Member States"	Parties from time to time to the Convention of ECMWF or any successor Convention thereto[2].
"Effective Date"	The date of entry into force of the Agreement, being the day of its signature by ECMWF or the Coordinator, depending on which is later.
"EU grants"	Grants awarded by EU institutions, bodies, offices or agencies (including EU executive agencies, EU regulatory agencies, EDA, joint undertakings, etc).
"EU Restrictive Measures"	Restrictive measures adopted pursuant to the Treaty on European Union (TEU) or to the Treaty on the Functioning of the European Union (TFEU).
"Exclusion Situation"	Any exclusion situation as defined in Article 138 of the Financial Regulation.
"Expiry Date"	The date of automatic expiry of the Agreement as outlined in Clause 42.1 below.
"Financial Regulation"	Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast), OJ L, 2024/2509 of 26 September 2024, as may be amended or replaced from time to time.
"Force Majeure"	means any situation or event that: (i) prevents either party from fulfilling their obligations under the Agreement, (ii) was unforeseeable, exceptional situation and beyond the parties' control,

[2] Presently: Austria, Belgium, Croatia, Denmark, Estonia, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Luxembourg, the Netherlands, Norway, Portugal, Serbia, Slovenia, Spain, Sweden, Switzerland, Türkiye and the United Kingdom.

(iii) was not due to error or negligence on their part (or on the part of other Participants involved in the Action), and

(iv) proves to be inevitable in spite of exercising all due diligence.

Force Majeure may include, inter alia:

(i) natural disaster;

(ii) epidemic or pandemic;

(iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

(iv) nuclear, chemical or biological contamination or sonic boom;

(v) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, unless the measure is specifically aimed at a contracting party and consequently falls within its sphere of risk;

(vi) collapse of buildings, fire, explosion or accident;

(vii) strikes, lockouts or other industrial disputes excluding any relating to or induced by the workforce of the affected party; and

(viii) interruption or failure of utility service;

"Fraud" Fraud within the meaning of Article 3 of EU Directive 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995, as well as any other wrongful or criminal deception intended to result in financial or personal gain.

"Funds" Any sums of money paid by ECMWF, under the terms of this Agreement, including any sums, which the Beneficiaries pay to a subcontractor, their Affiliated Entities and Associated Partners.

"Global Gateway Logo"	The logo identified in Annex 6 (Logos). "Grant" The grant awarded in the context of this Agreement.
"Grave professional misconduct"	Any type of unacceptable or improper behaviour in exercising one's profession, especially by employees, including grave professional misconduct within the meaning of Article 138(1)(c) of the Financial Regulation.
"Intellectual Property"	Any and all work product which is subject to Intellectual Property Rights and/or protections under the laws of any country in which the Intellectual Property Rights are sought or granted, including but not limited to works of authorship, copyrighted and copyrightable works, mask works, patented, patentable and non-patentable inventions, registered and non-registered trademarks, company and product names, marks, brands, designs, technical and nontechnical documentation, data, datasets, confidential information, formulas, software (e.g. computer programs in object code and/or source code format, requirements analysis, technical and/or application specifications, documentation etc.), devices, trade secrets and any other intellectual property of whatever nature.
"Intellectual Property Rights (IPR)"	Any exclusive or non-exclusive right which exist in any Intellectual Property, in particular (but not limited to) any patents, petty patents, utility models, trademarks, service marks, design rights, applications for any of the foregoing, copyright, moral rights, database rights, semi-conductor topography rights, trade or business names, domain names, website addresses together with any benefits which such Intellectual Property Rights give to the holder, in particular (but not limited to) the right to use, copy, modify, correct, adapt, enhance, improve, update, make new releases or new versions of, make derivative works of, offer, sell, lease, rent, license, distribute in any other way against or without payment, display, broadcast, transmit, or make accessible in networks (e.g. Internet, Intranet) the Intellectual Property in question in whole or in part and any copies thereof.
"Irregularities"	Any type of breach (regulatory or contractual) which could impact the EU financial interests, including irregularities within the meaning of Article 1(2) of EU Regulation 2988/95.

"**NDICI Regulation**"	Regulation (EU) 2021/947 of the European Parliament and of the Council of 9 June 2021 establishing the Neighbourhood, Development and International Cooperation Instrument – Global Europe, amending and repealing Decision No 466/2014/EU and repealing Regulation (EU) 2017/1601 and Council Regulation (EC, Euratom) No 480/2009, as may be amended or replaced from time to time.
"**Participants**"	Entities participating in the Action as Beneficiaries, Affiliated Entities, Associated Partners or Subcontractors.
"**Purchases**"	Contracts for goods, works or services needed to carry out the Action (e.g. equipment, consumables and supplies) but which are not part of the Action tasks (see Annex 1).
"**Restricted Person**"	Any entity, individual or group of individuals designated by the EU as subject to the EU Restrictive Measures in the lists provided at http://www.sanctionsmap.eu.
"**Results**"	Any tangible or intangible effect of the Action, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including IPR.
"**SME**"	Micro, small or medium-sized enterprises within the meaning of Commission Recommendation 2003/361/EC.
"**Subcontracting**"	Contracts for goods, works or services that are part of the Action tasks (see Annex 1).
"**Substantial Errors**"	Errors which the parties agree to be substantial or which are determined to be substantial by an arbitrator, appointed in accordance with Clause 41.2.
"**Systemic or Recurrent Errors**"	Errors which the parties agree to be systemic or recurrent or which are determined to be systemic or recurrent by an arbitrator, appointed in accordance with Clause 41.2.
"**Term**"	The period during which the Agreement shall be in force, beginning on the Effective Date and ending on the termination (Clause 31), or expiry of this Agreement (Clause 42.1).
"**Union**"	European Union.

1.2.2 In this Agreement, unless the context otherwise requires or the contrary intention appears:

1.2.2.1 any reference to an enactment (which term shall include any directly applicable Union legislation) includes:

(i) that enactment as amended, extended, consolidated, re-enacted or applied by or under any other enactment before or after this Agreement; and

(ii) any subordinate legislation made (before or after this Agreement) under that or any other applicable enactment, including one within this Clause 1.2.2.1;

1.2.2.2 the singular includes the plural and vice versa, and reference to any gender includes the other genders;

1.2.2.3 references to a person include any natural person, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having a separate legal personality);

1.2.2.4 if only one Beneficiary signs the Grant Agreement ('mono-beneficiary grant'), all provisions referring to the 'Coordinator' or the 'Beneficiaries' will be considered — mutatis mutandis — as referring to the Beneficiary;

1.2.2.5 unless otherwise specified, references to 'Beneficiary' or 'Beneficiaries' include the Coordinator and Affiliated Entities (if any);

1.2.2.6 references to this Agreement or any other agreement or document are to this Agreement or such other agreement or document as it may be validly varied, amended, supplemented, restated, renewed, novated or replaced from time to time (in each case, however fundamentally);

1.2.2.7 references to a party to this Agreement include a reference to its successors and permitted assigns under this Agreement;

1.2.2.8 references to "written" or "in writing" include emails into which an eIDAS compliant verifiable electronic signature is incorporated but exclude all other emails;

1.2.2.9 any reference to a German legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing includes, in respect of any jurisdiction other than Germany, a reference to what most nearly approximates in that jurisdiction to the German legal term;

1.2.2.10 the words "including" and "in particular" and any similar words or expressions are by way of illustration and emphasis only and do not operate to limit the generality or extent of any other words or expressions;

1.2.2.11 all Annexes, the Preamble and the Introduction to this Agreement form part of it and take effect as if set out in this Agreement, and any reference to this Agreement includes the Annexes, the Preamble and the Introduction;

1.2.2.12 references to Clauses, Annexes and Paragraphs refer to clauses of, annexes to and paragraphs in annexes to, this Agreement; and

1.2.2.13 references to ECMWF include references to ECMWF acting through its duty stations in Reading, Bologna and Bonn, and any duty station nominated after the Effective Date.

1.2.3 The headings in this Agreement are for convenience only and do not affect its interpretation.

2. GRANT AGREEMENT – SUBJECT, PURPOSE AND EFFECT

2.1 This Agreement sets out the rights and obligations and terms and conditions applicable to the Grant awarded for the implementation of the Action set out in Chapter 2.

2.2 The confirmation of funding by the Commission is a condition precedent (section 158 BGB). The Beneficiaries, their Affiliated Entities and Associated Partners shall not be entitled to any claims pursuant to section 311 (2) BGB in case the Commission does not provide the confirmation of funding. The subsistence of the Contribution Agreement between the Commission and ECMWF is regarded as the basis of the Agreement ("Geschäftsgrundlage" in accordance with section 313 BGB).

2.3 The benefits of this Agreement, including but not limited to the Results or Deliverables subject to IPR, shall be for unlimited use by the Union and the Commission, ECMWF, the government and national agencies of ECMWF Member States, and governmental and non-governmental international scientific and technical organizations with which ECMWF is required or expected under such Convention (e.g. Article 15 of the Convention of ECMWF) or Conventions to co-operate and other authorised users of ECMWF services.

Chapter 2 ACTION

3. ACTION

3.1 The Grant is awarded for the Action [project number] – [project title] ("**Action**"), as described in Annex 1.

4. DURATION AND STARTING DATE OF THE ACTION

4.1 The duration of the Action shall start on the Project Starting Date and shall end on the Project End Date as noted in the Data Sheet unless agreed otherwise in writing by the parties.

Chapter 3 GRANT

5. GRANT

5.1 Form of Grant

The Grant is an action grant which takes the form of a lump sum grant.

5.2 Maximum Grant Amount

The maximum grant amount is set out in the Data Sheet (Point 3) and in the estimated budget (Annex 2).

5.3 Funding Rate

Lump sum contributions are not subject to any funding rate.

5.4 Estimated Budget, Budget Categories and Forms of Funding

5.4.1 The estimated budget for the Action is set out in Annex 2. It contains the estimated eligible costs and contributions for the Action, broken down by Participant and Work Package.

5.4.2 Annex 2 also shows the types of contributions (forms of funding) to be used for each Work Package.

5.5 Budget Flexibility

5.5.1 Budget flexibility does not apply to this Agreement, therefore any changes to the estimated budget for the Action as set out in Annex 2 shall require an amendment of the Agreement (Clause 37).

5.5.2 Changes to the estimated budget for the Action under Clause 5.5.1 above when related to transfers of contributions between Work Packages shall be subject to the below two conditions:

- the Work Packages concerned shall not be already completed (and declared in a financial statement); and
- the transfers shall be justified by the technical implementation of the Action.

5.6 Use of Funds: Prohibited Activities, Restricted Persons and Concerned Entities

The Beneficiaries shall not, directly or indirectly, use Funds or make Funds available to:

(i) contribute to practices inconsistent with Clause 17.1;

(ii) contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion (see Clause 17.2);

(iii) or for the benefit of any Restricted Person (see Clause 18.3) or Concerned Entity (see Clause 18.4).

6. ELIGIBLE AND INELIGIBLE COSTS AND CONTRIBUTIONS

In order to be eligible, costs and contributions must meet the eligibility conditions set out in this Clause.

6.1 General Eligibility Conditions

The general eligibility conditions are the following:

(a) for actual costs:

(i) they must be actually incurred by the Beneficiary

(ii) they must be incurred in the duration of the Action set out in Clause 4 (with the exception of costs relating to the submission of the final periodic report, which may be incurred afterwards; see Clause 20)

(iii) they must be budgeted under one of the budget categories set out in Clause 6.2 and Annex 2

(iv) they must be incurred in connection with the Action as described in Annex 1 and necessary for its implementation

(v) they must be identifiable and verifiable, in particular recorded in the Beneficiary's accounts in accordance with the accounting standards applicable in the country where the Beneficiary is established and with the Beneficiary's usual cost accounting practices

(vi) they must comply with the applicable national law on taxes, labour and social security and

(vii) they must be reasonable, justified and must comply with the principle of sound financial management, in particular regarding economy and efficiency

(b) for unit costs or contributions (if any):

(i) they must be budgeted under one of the budget categories set out in Clause 6.2 and Annex 2

(ii) the units must:

– be actually used or produced by the Beneficiary in the period set out in Clause 4 (with the exception of units relating to the submission of the final periodic report, which may be used or produced afterwards; Clause 20)

– be necessary for the implementation of the Action and

(iii) the number of units must be identifiable and verifiable, in particular supported by records and documentation (Clause 19)

(c) for flat-rate costs or contributions (if any):

(i) they must be budgeted under one of the indirect costs categories set out in Clause 6.2.2 and Annex 2

(ii) the costs or contributions to which the flat-rate is applied must:

- be eligible
- relate to the period set out in Clause 4 (with the exception of costs or contributions relating to the submission of the final periodic report, which may be incurred afterwards; see Clause 20)

(d) for lump sum costs or contributions (if any):

(i) they must be budgeted under one or more of the Work Packages set out in Annex 2

(ii) the Work Packages must be completed and the work must be properly implemented by the Beneficiary in accordance with Annex 1

(iii) the Deliverables/outputs must be achieved in the period set out in Clause 4 (with the exception of Deliverables/outputs relating to the submission of the final periodic report, which may be achieved afterwards; see Clause 20)

(e) for unit, flat-rate or lump sum costs or contributions according to usual cost accounting practices (if any):

(i) they must fulfil the general eligibility conditions for the type of cost concerned

(ii) the cost accounting practices must be applied in a consistent manner, based on objective criteria, regardless of the source of funding

(f) for financing not linked to costs (if any), the Results must be achieved or the conditions must be fulfilled as described in Annex 1.

6.2 In addition, for direct cost categories (e.g. personnel, travel and subsistence, subcontracting and other direct costs) only costs that are *directly* linked to the Action implementation and can therefore be attributed to it *directly* are eligible. They must not include any *indirect* costs (i.e. costs that are only indirectly linked to the Action, e.g. via cost drivers).

For each cost category, the **specific eligibility conditions** are as follows:

6.2.1 Direct Costs

A. Personnel Costs

A.1 Costs for employees (or equivalent) are eligible as personnel costs if they fulfil the general eligibility conditions and are related to personnel working for the Beneficiary under an employment contract (or equivalent appointing act) and assigned to the Action.

They must be limited to salaries, social security contributions, taxes and other costs linked to the remuneration, if they arise from national law or the employment contract (or equivalent appointing act) and be calculated on the basis of the costs actually incurred, in accordance with the following method:

{daily rate for the person

multiplied by

number of day-equivalents worked on the Action (rounded up or down to the nearest half-day)}.

The daily rate must be calculated as:

{annual personnel costs for the person

divided by

215}

The number of day-equivalents declared for a person must be identifiable and verifiable (Clause 19). The total number of day-equivalents declared for a person for a year, cannot be higher than 215.

The personnel costs may also include supplementary payments for personnel assigned to the Action (including payments on the basis of supplementary contracts regardless of their nature), if:

– it is part of the Beneficiary's usual remuneration practices and is paid in a consistent manner whenever the same kind of work or expertise is required

– the criteria used to calculate the supplementary payments are objective and generally applied by the Beneficiary, regardless of the source of funding used.

A.2 and A.3 Costs for natural persons working under a direct contract other than an employment contract and costs for seconded persons by a third party against payment are also eligible as personnel costs, if they are assigned to the Action, fulfil the general eligibility conditions and:

(a) work under conditions similar to those of an employee (in particular regarding the way the work is organised, the tasks that are performed and the premises where they are performed) and

(b) the result of the work belongs to the Beneficiary (unless agreed otherwise).

They must be calculated on the basis of a rate which corresponds to the costs actually incurred for the direct contract or secondment and must not be significantly different from those for personnel performing similar tasks under an employment contract with the Beneficiary.

A.4 The work of SME owners for the Action (i.e. owners of Beneficiaries that are small and medium-sized enterprises not receiving a salary) or natural person Beneficiaries (i.e. Beneficiaries that are natural persons not receiving a salary) may be declared as personnel costs, if they fulfil the general eligibility conditions.

B. Travel, Accommodation and Subsistence Costs

Purchases for travel, accommodation and subsistence must be calculated as follows:

- travel: on the basis of the costs actually incurred and in line with the Beneficiary's usual practices on travel

- accommodation: on the basis of the costs actually incurred and in line with the Beneficiary's usual practices on travel

- subsistence: on the basis of the costs actually incurred and in line with the Beneficiary's usual practices on travel

Purchase costs for travel, accommodation and subsistence (including related duties, taxes and charges, such as non-deductible or non-refundable value added tax (VAT)) are eligible if they fulfil the general eligibility conditions and are bought using the Beneficiary's usual purchasing practices — provided these ensure Purchases with best value for money (or if appropriate the lowest price) and that there is no conflict of interests (Clause 12).

Beneficiaries that are 'contracting authorities/entities' within the meaning of the EU Directives on public procurement must also comply with the applicable national law on public procurement.

C. Computing Costs

Computing costs may include, for instance, costs related to IT services, server space, storage, databases, use of high-performance computing (HPC) facilities, or duly justified IT services. Regarding IT service costs, such costs will be considered eligible only if the Beneficiaries/Affiliated Entities can clearly justify and confirm that the computing costs are specifically required for and linked to the implementation of the Project, and that they do not fall under general administrative costs covered by the indirect costs.

D. Other Direct Costs (Purchases of Goods, Works and Services and Pre-Financing Guarantee)

Purchases of other goods, works and services must be calculated on the basis of the costs actually incurred.

Such goods, works and services include, for instance, consumables and supplies, promotion, dissemination, protection of results, translations, publications, certificates and financial guarantees, if required under the Agreement.

Costs relating to a pre-financing guarantee requested in accordance with Clause 22 are eligible, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions and are calculated on the basis of the costs actually incurred.

Purchase costs for **other goods, works and services** for the Action (including related duties, taxes and charges, such as non-deductible or non-refundable value added tax (VAT)) are eligible if they fulfil the general eligibility conditions and are bought using the Beneficiary's usual purchasing practices — provided these ensure Purchases with best value for money (or if appropriate the lowest price) and that there is no conflict of interests (Clause 12).

Beneficiaries that are 'contracting authorities/entities' within the meaning of the EU Directives on public procurement must also comply with the applicable national law on public procurement.

E. Subcontracting Costs

Subcontracting costs for the Action (including related duties, taxes and charges, such as non-deductible or non-refundable value added tax (VAT)) are eligible, if they are calculated on the basis of the costs actually incurred, fulfil the general eligibility conditions and are awarded using the Beneficiary's usual purchasing practices — provided these ensure subcontracts with best value for money (or if appropriate the lowest price) and that there is no conflict of interests (Clause 12).

Beneficiaries that are 'contracting authorities/entities' within the meaning of the EU Directives on public procurement must also comply with the applicable national law on public procurement.

Subcontracting may cover only a limited part of the Action.

The tasks to be subcontracted and the estimated cost for each subcontract must be set out in Annex 1 and the total estimated costs of Subcontracting per Beneficiary must be set out in Annex 2 (or may be approved ex post in the periodic report, if the use of Subcontracting does not entail changes to the Agreement which would call into question the decision awarding the Grant or breach the principle of equal treatment of applicants; 'simplified approval procedure').

6.2.2 Indirect Costs

F. Indirect Costs

Indirect costs will be reimbursed at the flat-rate of 25% of the eligible direct costs (categories A-D, excluding subcontracting costs and exempted specific cost categories, if any).

6.3 Ineligible Costs and Contributions

The following costs or contributions are **ineligible**:

(a) costs or contributions that do not comply with the conditions set out above (Clause 6.1 and 6.2) or with the Participant's obligations under this Agreement, in particular:

(i) costs related to return on capital and dividends paid by a Beneficiary

(ii) debt and debt service charges

(iii) provisions for future losses, debts and liabilities

(iv) interest owed

(v) currency exchange losses

(vi) bank costs charged by the Beneficiary's bank for transfers from ECMWF

(vii) excessive or reckless expenditure

(viii) deductible or refundable VAT (including VAT paid by public bodies acting as public authority)

(ix) costs incurred or contributions for activities implemented during Grant Agreement suspension (Clause 30)

(x) In-kind contributions by third parties.

(b) costs or contributions declared under other EU grants (or grants awarded by an EU Member State, non-EU country or other body implementing the EU budget), except for the case that the action grant is combined with an operating grant running during the same period and the Beneficiary can demonstrate that the operating grant does not cover any (direct or indirect) costs of the action grant

(c) costs or contributions for staff of a national (or regional/local) administration, for activities that are part of the administration's normal activities (i.e. not undertaken only because of the Grant)

(d) costs or contributions (especially travel, accommodation and subsistence) for staff or representatives of EU institutions, bodies or agencies

(e) costs or contributions as per the terms and conditions of any applicable Conditionality Decision.

Chapter 4 GRANT IMPLEMENTATION

Section 1: Consortium: Beneficiaries, Affiliated Entities and Other Participants

7. BENEFICIARIES

7.1 The Beneficiaries, as signatories of the Agreement, are fully responsible towards ECMWF for implementing it and for complying with all its obligations.

7.2 The Beneficiaries must implement the Agreement to their best abilities, in good faith and in accordance with all the obligations and terms and conditions it sets out.

7.3 The Beneficiaries must have the appropriate resources to implement the Action and implement the Action under their own responsibility and in accordance with Clause 11. If they rely on Affiliated Entities or other Participants (Clauses 8 and 9), they retain sole responsibility towards ECMWF and the other Beneficiaries.

7.4 The Beneficiaries are jointly responsible for the *technical* implementation of the Action. If one of the Beneficiaries fails to implement their part of the Action, the other Beneficiaries must ensure that this part is implemented by someone else (without being entitled to an increase of the maximum Grant amount and subject to an amendment; see Clause 37). The *financial* responsibility of each Beneficiary in case of recoveries is governed by Clause 21.

7.5 The Beneficiaries and the Action must remain eligible in accordance with the call conditions to this effect for the entire duration of the Action. Costs and contributions will be eligible only as long as the Beneficiary and the Action are eligible. However, the Beneficiaries acknowledge that changes to some of the lists determining eligible countries may occur during the implementation of the Action and that such changes may affect their eligibility. The Beneficiaries shall monitor and manage their compliance accordingly. ECMWF shall use reasonable efforts to inform the Beneficiaries of such changes, where feasible.

7.6 The internal roles and responsibilities of the Beneficiaries are divided as follows:

7.6.1 Each Beneficiary must:

(a) promptly notify ECMWF of any change to the information provided at the Effective Date in Appendix 3 to Annex 1 in writing at the email address noted in Clause 35.3 below with a copy to the Coordinator

(b) immediately inform ECMWF in writing at the email address noted in Clause 35.3 below (and the other Beneficiaries) of any events or circumstances likely to affect significantly or delay the implementation of the Action (Clause 18)

(c) submit to the Coordinator in good time:

(i) the prefinancing guarantees (if required; see Clause 22)

(ii) the financial statements and certificates on the financial statements (CFS) (if required; see Clauses 20 and 23.1 and Data Sheet, Point 4.3)

(iii) the contribution to the Deliverables and technical reports (Clause 20)

(iv) any other documents or information required by ECMWF under the Agreement

(v) submit data and information related to the participation of their Affiliated Entities.

7.6.2 The Coordinator must:

(a) monitor that the Action is implemented properly (Clause 11)

(b) act as the intermediary for all communications between the Consortium and ECMWF, unless the Agreement or ECMWF specifies otherwise, and in particular:

(i) submit the prefinancing guarantees to ECMWF (if any)

(ii) request and review any documents or information required and verify their quality and completeness before passing them on to ECMWF

(iii) submit the Deliverables and reports to ECMWF, including related financial statements from all the Beneficiaries

(iv) inform ECMWF about the payments made to the other Beneficiaries (report on the distribution of payments; if required, see Clauses 21 and 31)

(c) distribute the payments received from ECMWF to the other Beneficiaries without unjustified delay (Clause 21).

7.6.3 The Coordinator may not delegate or subcontract the above-mentioned tasks to any other Beneficiary or third party (including Affiliated Entities).

7.6.4 However, Coordinators which are public bodies may delegate the tasks set out in Point (b)(ii) last indent and (iii) above to entities with 'authorisation to administer' which they have created or which are controlled by or affiliated to them. In this case, the Coordinator retains sole responsibility for the payments and for compliance with the obligations under the Agreement.

7.6.5 Moreover, Coordinators which are 'sole beneficiaries' within the meaning of Article 190(2) of the Financial Regulation (or similar, such as European research infrastructure consortia (ERICs)) may delegate the tasks set out in Point (b)(i) to (iii) above to one of their members. The Coordinator retains sole responsibility for compliance with the obligations under the Agreement.

7.6.6 The Beneficiaries must have internal arrangements regarding their operation and co-ordination, to ensure that the Action is implemented properly. If required by ECMWF (Data Sheet, Point 1), these arrangements must be set out in a written consortium agreement between the Beneficiaries, covering for instance:

(a) the internal organisation of the Consortium

(b) different distribution keys for the payments and financial responsibilities in case of recoveries (if any)

(c) additional rules on rights and obligations related to Background and Results (Clause 15)

(d) settlement of internal disputes

(e) liability, indemnification and confidentiality arrangements between the Beneficiaries.

The internal arrangements must not contain any provision contrary to this Agreement.

8. AFFILIATED ENTITIES

8.1 The entities which are linked to a Beneficiary and will participate in the Action as '**Affiliated Entities**' are listed in Appendix 3 to Annex 1.

8.2 Affiliated Entities can charge costs and contributions to the Action under the same conditions as the Beneficiaries and must implement the Action tasks attributed to them in Annex 1 in accordance with Clause 11. Their costs and contributions will be included in Annex 2 and will be taken into account for the calculation of the Grant.

8.3 The Beneficiaries must ensure that all their obligations under this Agreement also apply to their Affiliated Entities.

8.4 The Beneficiaries must ensure that the bodies mentioned in Clause 24 (e.g. ECMWF, OLAF, Court of Auditors (ECA), etc.) can exercise their rights also towards the Affiliated Entities.

8.5 Breaches by Affiliated Entities will be handled in the same manner as breaches by Beneficiaries. Recovery of undue amounts will be handled through the Beneficiaries.

8.6 The Affiliated Entities must sign the declaration set out in Annex 3a and may be held liable in case of enforced recoveries against their Beneficiaries (Clause 21.2 and 21.4).

9. OTHER PARTICIPANTS INVOLVED IN THE ACTION

9.1 Associated Partners

9.1.1 The entities which cooperate with a Beneficiary and will participate in the Action as '**Associated Partners**' are listed in Appendix 3 to Annex 1.

9.1.2 Associated Partners must implement the Action tasks attributed to them in Annex 1 in accordance with Clause 11. They may not charge costs or contributions to the Action and the costs for their tasks are not eligible.

9.2 Subcontractors

9.2.1 Subcontractors may participate in the Action, if necessary for the implementation.

9.2.2 Subcontractors must implement their Action tasks in accordance with Clause 11. The costs for the subcontracted tasks (invoiced price from the Subcontractor) are considered entirely covered by the lump sum contributions for implementing the Work Packages (irrespective of the actual subcontracting costs incurred, if any). The costs for the subcontracted tasks are included for information purposes in Annex 2 as part of the Beneficiaries' costs.

9.3 Participant Preferences and Requirements

9.3.1 Associated Partners according to Clause 9.1 shall be subject to the eligibility requirements applicable to the Beneficiaries and Affiliated Partners as per the conditions laid down in Clause 7.5 above. Participation in tenders or calls for subcontractors according to Clause 9.2 shall be subject to the eligibility requirements applicable to the Beneficiaries and Affiliated Partners as per the conditions laid down in Clause 7.5 above. If requested by ECMWF, the Beneficiary shall inform ECMWF of the interim and final results of the evaluation of any procurement tenders or calls under this Agreement. This shall, in particular, encompass contract volume, country of registration, public or private status, status as SME, for both successful and unsuccessful bidders or applicants.

9.3.2 The Beneficiaries must ensure that their contractual obligations under Clauses 11 (Proper Implementation of the Action), 12 (Conflict of Interests), 13 (Confidentiality and Security), 16.2 (Communication, Dissemination and Visibility), 17 (Specific Rules for Carrying out Action), 18 (General Information Obligations) and 19 (Record-keeping) also apply to the Associated Partners and Subcontractors. The Beneficiaries must ensure that the bodies mentioned in Clause 24 (e.g. ECMWF, OLAF, Court of Auditors (ECA), etc.) can exercise their rights also towards the Associated Partners and Subcontractors.

10. PARTICIPANTS WITH SPECIAL STATUS

10.1 Non-EU Participants

10.1.1 Participants which are established in a non-EU country undertake to comply with their obligations under the Agreement and:

(a) for the submission of certificates under Clause 23: to use qualified external auditors which are independent and comply with comparable standards as those set out in EU Directive 2006/43/EC

(b) for the controls under Clause 24: to allow for checks, reviews, audits and investigations (including on-the-spot checks, visits and inspections) by the bodies mentioned in that Clause (e.g. ECMWF, OLAF, Court of Auditors (ECA), etc.).

10.2 Participants which are International Organisations

10.2.1 Participants which are international organisations (IOs; if any) undertake to comply with their obligations under the Agreement and:

(a) for the submission of certificates under Clause 23: to use either independent public officers or external auditors which comply with comparable standards as those set out in EU Directive 2006/43/EC

(b) for the controls under Clause 24: to allow for the checks, reviews, audits and investigations by the bodies mentioned in that Clause, taking into account the specific agreements concluded by them and the EU (if any).

10.2.2 For such Participants, nothing in the Agreement will be interpreted as a waiver of their privileges or immunities, as accorded by their constituent documents or international law.

10.3 Pillar-Assessed Participants

10.3.1 Pillar-assessed Participants (if any) may rely on their own systems, rules and procedures, in so far as they have been positively assessed and do not call into question the decision awarding the Grant or breach the principle of equal treatment of applicants or Beneficiaries.

'Pillar-assessment' means a review by the Commission on the systems, rules and procedures which Participants use for managing EU grants (in particular internal control system, accounting system, external audits, financing of third parties, rules on recovery and exclusion, information on recipients and protection of personal data; see Article 157 of the Financial Regulation).

10.3.2 Participants with a positive pillar assessment may rely on their own systems, rules and procedures, in particular for:

(a) record-keeping (Clause 19): may be done in accordance with internal standards, rules and procedures

(b) currency conversion for financial statements (Clause 20): may be done in accordance with usual accounting practices

(c) guarantees (Clause 22): for public law bodies, prefinancing guarantees are not needed

(d) certificates (Clause 23):

(i) certificates on the financial statements (CFS): may be provided by their regular internal or external auditors and in accordance with their internal financial regulations and procedures

(ii) certificates on usual accounting practices (CoMUC): are not needed if those practices are covered by an ex-ante assessment

and use the following specific rules, for:

(e) recoveries (Clause 21): in case of financial support to third parties, there will be no recovery if the participant has done everything possible to retrieve the undue amounts from the third party receiving the support (including legal proceedings) and non-recovery is not due to an error or negligence on its part

(f) checks, reviews, audits and investigations by the EU (Clause 24): will be conducted taking into account the rules and procedures specifically agreed between them and the framework agreement (if any)

(g) impact evaluation (Clause 25): will be conducted in accordance with the participant's internal rules and procedures and the framework agreement (if any)

(h) grant agreement suspension (Clause 30): certain costs incurred during grant suspension are eligible (notably, minimum costs necessary for a possible resumption of the Action and costs relating to contracts which were entered into before the pre-information letter was received and which could not reasonably be suspended, reallocated or terminated on legal grounds)

(i) grant agreement termination (Clause 31): the final grant amount and final payment will be calculated taking into account also costs relating to contracts due for execution only after termination takes effect, if the contract was entered into before the pre-information letter was received and could not reasonably be terminated on legal grounds

(j) liability for damages (Clause 32.3): ECMWF must be compensated for damage it sustains as a result of the implementation of the Action or because the Action was not implemented in full compliance with the Agreement only if the damage is due to an infringement of the participant's internal rules and procedures or due to a

violation of third parties' rights by the participant or one of its employees or individual for whom the employees are responsible.

10.3.3 Participants whose pillar assessment covers procurement procedures may also do Purchases and Subcontracting in accordance with their internal rules and procedures for purchases and subcontracting.

10.3.4 Participants whose pillar assessment covers data protection rules may rely on their internal standards, rules and procedures for data protection (Clause 14).

10.3.5 The Participants may however not rely on provisions which would breach the principle of equal treatment of applicants or Beneficiaries or call into question the decision awarding the Grant, such as in particular:

(a) eligibility (Clause 6)

(b) consortium roles and set-up (Clauses 7-9)

(c) security (Clauses 13,)

(d) IPR (including background and Results, access rights and rights of use), communication, dissemination and visibility (Clauses 15 and 16)

(e) information obligation (Clause 18)

(f) payment, reporting and amendments (Clauses 20, 21 and 37)

(g) rejections, reductions, suspensions and terminations (Clauses 26, 27, 28 - 31)

10.3.6 If the pillar assessment was subject to remedial measures, reliance on the internal systems, rules and procedures is subject to compliance with those remedial measures.

10.3.7 Participants must inform the Coordinator without delay of any changes to the systems, rules and procedures that were part of the pillar assessment. The Coordinator must immediately inform ECMWF.

10.3.8 Pillar-assessed Participants that have also concluded a framework agreement with the EU, may moreover — under the same conditions as those above (i.e. not call into question the decision awarding the Grant or breach the principle of equal treatment of applicants or Beneficiaries) — rely on the provisions set out in that framework agreement.

Section 2: Rules for Carrying Out the Action

11. PROPER IMPLEMENTATION OF THE ACTION

The Beneficiaries must implement the Action as described in Annex 1 and in compliance with the Agreement, the call conditions and all legal obligations under applicable EU, international and national law, including but not limited to applicable environmental legislation including multilateral environmental agreements.

12. CONFLICT OF INTERESTS

12.1 The Beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the Agreement could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests').

12.2 They must formally notify ECMWF without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation. ECMWF may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

13. CONFIDENTIALITY AND SECURITY

13.1 Confidentiality

13.1.1 Subject to Clause 13.1.2, each party shall treat all Confidential Information as strictly confidential and shall not disclose Confidential Information to any person. Neither party shall use Confidential Information for any reason other than fulfilling its obligation under the Agreement, unless otherwise agreed with the disclosing Party in writing or required by the Financial Regulation or the NDICI Regulation. In case where a Party (hereinafter, the "**receiving Party**") intends to use or disclose any Confidential Information for any reason other than fulfilling their respective obligations under the Agreement, it shall request the authorisation of the Party having the right to further disclose such Confidential Information (hereinafter, the "**disclosing Party**").

13.1.2 A receiving party may disclose Confidential Information if and to the extent:

(a) required by EU, international or national law or order of the courts, or by any securities exchange or regulatory or governmental body to which such party is subject or submits, wherever situated (whether or not the requirement for information has the force of law), provided that the receiving Party informs the disclosing Party without delay and discloses only what is legally required;

(b) disclosed on a necessary basis to the professional advisers, auditors and bankers of such party, who themselves are under a professional obligation of confidentiality;

(c) the Confidential Information has come into the public domain other than by a breach of any obligation of confidentiality; or

(d) with the prior written approval of the disclosing party.

13.1.3 The restrictions contained in this Clause 13.1 (Confidentiality) shall continue to apply after the termination or expiry of this Agreement for five (5) years, unless and to the extent that the party who disclosed the relevant Confidential Information agrees to release the receiving party from its confidentiality obligations earlier.

13.1.4 In the event that either party is obliged by EU, international or national law to publish to the general public all or part of this Agreement, that party shall notify ECMWF and the Coordinator of the same and the parties shall consult regarding appropriate redactions from the Agreement before publication.

13.2 Classified Information

13.2.1 The parties must handle classified information in accordance with the applicable ECMWF, EU, international or national law, policies and rules on classified information (in particular, ECMWF Information Classification Policy, Commission Decision 2015/444 and the respective implementing rules).

13.2.2 Deliverables and reports which contain classified information must be submitted according to special procedures agreed with ECMWF.

13.2.3 Action tasks involving classified information may be subcontracted only after explicit approval in writing from ECMWF.

13.2.4 Classified information may not be disclosed to any third party (including Participants involved in the Action implementation) without prior explicit written approval from ECMWF.

14. DATA PROTECTION

14.1 The parties shall comply with Annex 5 (Personal Data Protection).

15. INTELLECTUAL PROPERTY RIGHTS

15.1 Ownership of Results, Deliverables, etc.

ECMWF does not obtain ownership of the Results, Deliverables, the reports and other documents relating to the Action, whatever their form, produced under the Action. Ownership title and IPR in the Results, Deliverables, the reports and other documents relating to the Action shall vest in the Beneficiary.

15.2 Rights of use of ECMWF and the Entities according to Clause 2.3 on Results, Deliverables, etc.

The Beneficiary grants ECMWF and the entities according to Clause 2.3 the right to use all Results, Deliverables, the reports and other documents relating to the Action, whatever their form, including for their own internal purposes and for further use, reproduction, modification, adaptation, dissemination and making available to third parties, as they see fit. The licence is non-exclusive, irrevocable, worldwide, royalty-free, sublicensable and without limitation in time. The Grant amount covers the remuneration for such a licence.

15.3 Rights of Use of ECMWF and the Entities Specified in Clause 2.3 on Materials, Documents, Information and Results received for Policy, Information, Communication, Dissemination and Publicity Purposes

15.3.1 ECMWF and the entities specified in Clause 2.3 shall have the right to use information and materials and documents received from the Beneficiaries (notably summaries for publication, Deliverables and any other material, such as pictures or audio-visual material, in paper or electronic form) and Results for policy, information, communication, dissemination and publicity purposes.

15.3.2 The right of ECMWF and the entities specified in Clause 2.3 to use the Beneficiaries' Deliverables, materials, documents, information and Results is granted in the form of a royalty-free, non-exclusive and irrevocable licence, which includes the following rights:

(a) use for its own purposes (in particular, making them available to persons working for ECMWF or any EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)

(b) distribution to the public (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes)

(c) editing or redrafting (including shortening, summarising, inserting other elements (e.g. meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation)

(d) translation

(e) storage in paper, electronic or other form

(f) archiving, in line with applicable document-management rules

(g) the right to authorise third parties to act on its behalf or sub-license to third parties the modes of use set out in Points (b), (c), (d) and (f), if needed for the information, communication and publicity activity of ECMWF and

(h) processing, analysing, aggregating the materials, documents and information received and producing derivative works.

15.3.3 The rights of use are granted for the whole duration of the industrial or IPR concerned.

15.3.4 If Deliverables, materials, documents, or Results are subject to moral rights or third-party rights (including IPR or rights of natural persons on their image and voice), the Beneficiaries must ensure that they comply with their obligations under this Agreement (in particular, by obtaining the necessary licences and authorisations from the rights holders concerned).

15.3.5 Where applicable, ECMWF and the entities according to Clause 2.3 will insert the following information:

"© – [year] – [name of the copyright owner]. All rights reserved. Licensed to ECMWF and [others/potentially other EU, national and/or international bodies]under conditions."

15.4 Custody and Archive of Results and Deliverables

15.4.1 During the Term, the Beneficiary shall take care and custody of the Results and Deliverables in the form of an archive, maintain an inventory of the Results and Deliverables and provide all information needed for keeping account of the Results and Deliverables.

15.5 Background

15.5.1 ECMWF and its licensors shall retain all right, title and interest in and to the ECMWF Background. The Beneficiary and its licensors shall retain all right, title and interest in and to the Beneficiary Background.

15.5.2 The Beneficiaries must give each other and the other Participants access to the Background identified as needed for implementing the Action.

15.5.3 If any Result or Deliverable incorporates and/or is dependent upon a continued association with a Background, which is owned by the Beneficiary or another Participant or any third party, then by virtue of this Agreement, a licence is granted to ECMWF and the entities according to Clause 2.3 to use such Background for all acts necessary to use reproduce, modify, adapt, disseminate and make available the Results or Deliverables, as they see fit. The licence is non-exclusive, irrevocable, worldwide, royalty-free, sublicensable and without limitation in time. The Grant amount covers the remuneration for such a licence.

15.5.4 If Background is subject to rights of a third party, the Beneficiary concerned must ensure that it is able to comply with its obligations under the Agreement, including but not limited that no pre-existing rights or security constraints prevent the use, dissemination or making available of any part of the Results or Deliverables in accordance with this Agreement. The Beneficiary shall notify ECMWF in writing (including but not limited to including them in Annex 1 Appendix 2 and Appendix 4), if any such pre-existing rights or constraints would, as a consequence, limit the use or dissemination of any part of the Results or Deliverables.

15.5.5 For the avoidance of doubt, for ECMWF's Integrated Forecasting System, the Beneficiaries only obtains a license to the extent and where this is necessary to perform their obligations under this Agreement and for the duration of this Agreement. The Beneficiaries may not use ECMWF's Integrated Forecasting System for any other purpose than the execution of their obligations under this Agreement. The call conditions and/or Annex 1 Appendix 2 will specify the licence terms and conditions applicable to any other Background held by ECMWF, which shall be complied with by the Participants.

15.5.6 The Beneficiary must establish a list of Background, specifying the rights owners. The list of all Background shall be included in Annex 1, as Appendix 4, where the data will be included in Appendix 2.

16. COMMUNICATION, DISSEMINATION AND VISIBILITY

16.1 Communication — Dissemination — Promoting the Action

16.1.1 Within the purpose of this Agreement, the Beneficiaries shall take all appropriate measures to actively promote and enhance the reputation of ECMWF and the Commission in public communications whatever their form and shall refrain from any actions or omissions which may be detrimental to the image and reputation of ECMWF and the Commission. Whenever relevant and subject to Clause 16.2 below, public communications shall acknowledge the role of ECMWF and the Commission and shall underline the parties' relationship.

16.1.2 The Beneficiaries undertake to:

(a) cooperate with ECMWF and third parties to raise awareness, visibility and uptake of activities carried out under ECMWF's agreement with the Commission, and where appropriate, of other SEWA and/or ArcX-related activities; and

(b) co-ordinate with ECMWF all communication and media activities implemented under this Agreement.

16.2 Visibility —Funding Statement; Quality of Information — Disclaimer

16.2.1 Unless ECMWF requests or agrees otherwise, the Beneficiaries shall take all appropriate measures to publicise the fact that the Action has received funding from the by the Union. Such measures shall be carried out in accordance with the Visibility Requirements for EU External Actions[3], as in effect at the time of entry into force of this Agreement or with any other guidelines, provided by ECMWF. Further to these Visibility Requirements for EU and unless ECMWF requests or agrees otherwise, any communication or publication related to this Agreement, made by the Beneficiaries, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, etc.), shall

(a) acknowledge that the relevant activity under the Agreement is being "Funded by the European Union" and "Implemented by ECMWF" (translated into local languages, where appropriate);

(b) display statement "Funded by the European Union" with the EU Logo (twelve yellow stars on a blue background), on equal footing with the ECMWF logo as displayed in Annex 6 (Logos) (for more detailed guidance on the use and layout of ECMWF's logo, contact ECMWF Communications at pressoffice@ecmwf.int). To be noted that SEWA and ArcX is a part of the Global Gateway strategy and to this effect the Global Gateway Logo shall be included in addition to the EU logo and the statement "Funded by the European Union";

(c) have the prior approval by ECMWF Communications;

(d) use only factually accurate information; and

(e) carry the following disclaimer (translated into local languages where appropriate):

> "*Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union, the European Commission and ECMWF. Neither the European Union and the European Commission nor ECMWF cannot be held responsible for them.*"

16.2.2 The size and prominence of the acknowledgements and logos shall be clearly visible in a manner that will not create any confusion regarding the involvement of the Beneficiaries, ECMWF and the Union in the relevant activity.

16.2.3 The obligation to display the acknowledgments and the ECMWF logo, the Global Gateway Logo, and the EU logo does not confer to the Beneficiary a right of exclusive use. The

[3] Communicating and raising EU visibility: Guidance for external actions - International Partnerships- https://international-partnerships.ec.europa.eu/knowledge-hub/communicating-and-raising-eu-visibility-guidance-external-actions_en

Beneficiary shall not appropriate the Global Gateway Logo, the EU logo or the ECMWF logo any similar trademarks or logos, either by registration or by any other means.

16.2.4 For the purposes of Clause 16.1 and under the conditions specified therein, the Beneficiary is authorised to use the EU logo and the Global Gateway Logo without prior permission from the Commission and to use the ECMWF logo without permission from ECMWF, subject to compliance with the conditions of use specified in the Administrative agreement with the Council of Europe regarding the use of the European emblem by third parties (2012/C 271/04).[4]

16.3 Further Obligations of the Beneficiary and Rights of ECMWF

16.3.1 The Beneficiaries shall ensure that all Beneficiary Personnel comply with the provisions of this Clause 16.

16.3.2 Subject to the provisions of Clause 13, ECMWF reserves the right to publish anything about the Agreement or in connection with implementation of the Action.

16.3.3 The provisions of this Clause 16 shall apply during the Term of this Agreement and indefinitely thereafter.

16.3.4 The Beneficiary shall submit copies of all reports, publications, press releases and updates related to this Agreement or in connection with the implementation of the Action to the addresses listed in Clause 35.1 at the time of publication.

16.3.5 The parties will consult immediately and strive to remedy any detected shortcoming in implementing the visibility requirements set out in this Clause 16. This is without prejudice to measures either party may take in case of substantial breach of an obligation.

16.3.6 If ECMWF notifies a Beneficiary that it or another Participant has breached this Clause 16, the respective Beneficiary shall remedy the breach, and/or recall the non-compliant material from public circulation, without undue delay.

17. SPECIFIC RULES FOR CARRYING OUT THE ACTION

17.1 In implementing the Action, the Beneficiaries shall respect human rights and internationally agreed core labour standards, as well as fundamental values such as human dignity, freedom, equality and the rule of law, irrespective of whether equivalent obligations are reflected in applicable national law. The Beneficiaries shall ensure that the activities carried out under the Action do not involve or contribute to practices inconsistent with those standards, and shall take appropriate measures to prevent such practices, including, in particular, practices relating to the exploitation or abuse of persons, such as child labour, human trafficking, forced labour, discrimination, harassment or other forms of violence or intimidation.

17.2 The Beneficiaries shall ensure that no activities under the Action directly or indirectly contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion.

[4] The Administrative agreement with the Council of Europe regarding the use of the European emblem by third parties (2012/C 271/04) is available at the following link: https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:42012Y0908(01)&from=EN

17.3 Other specific rules for implementing the Action (if any) are set out in Data Sheet.

Section 3: Grant Administration

18. GENERAL INFORMATION OBLIGATIONS

18.1 Information Requests

18.1.1 The Beneficiaries must provide — during the Action or afterwards and in accordance with Clause 7 — any information requested in order to verify eligibility of the costs or contributions declared, proper implementation of the Action and compliance with the other obligations under the Agreement.

18.1.2 The information provided must be accurate, precise and complete and in the format requested, including electronic format.

18.2 **Information** about events and circumstances which impact the Action

18.2.1 The Beneficiaries must immediately inform ECMWF (and the other Beneficiaries) of any of the following:

(a) **events** which are likely to affect or delay the implementation of the Action or affect the EU's financial interests, in particular changes in their legal, financial, technical, organisational or ownership situation (including changes linked to one of the exclusion grounds listed in the declaration of honour signed before Grant signature)

(b) **circumstances** affecting:

(i) the decision to award the Grant or

(ii) compliance with requirements under the Agreement.

18.3 Exclusion Situations and Restricted Persons

18.3.1 The Beneficiaries shall notify ECMWF in writing and within 5 days if a Beneficiary, any of its subcontractors or any third party that receives payment from the Beneficiaries in connection with the Action is in an Exclusion Situation. The Beneficiaries shall regularly update ECMWF about the status of any Exclusion Situation reported under this Clause.

18.3.2 If and when the Beneficiaries notify ECMWF of an Exclusion Situation under Clause 18.3.1, ECMWF shall transmit the information to the Commission for entry on the Early Detection and Exclusion System and publication on the website of the Commission.

18.3.3 The Beneficiaries shall regularly assess whether a Participant or any other entity that receives payment from the Beneficiaries in connection with the Action is a Restricted Person. The Beneficiaries shall implement this obligation through the below non-exhaustively listed measures:

(a) The Coordinator, and each of the other Beneficiaries shall screen for hits against the EU sanctions list, before entering into, and before making payments under this Agreement and/any other relevant agreements, each Participant with whom the

Coordinator or the respective other Beneficiary has or is expected to have a direct contractual relationship or any other individual or entity that receives or is expected to receive direct payment from the Coordinator or another Beneficiary in connection with the Agreement ("**Direct Recipient**"), so as to assess whether such recipient is a Restricted Person.

(b) The Coordinator, and each of the other Beneficiaries shall ensure, through screening or through other appropriate means (that may include an ex-post verification) on a risk based approach basis, that no individual or entity that has or is expected to have a direct contractual relationship with an Affiliated Entity, Associated Partner or a Subcontractor or any other individual or entity that receives or is expected to receive indirect payment from the Coordinator or another Beneficiary in connection with the Agreement ("**Indirect Recipient**"), is a Restricted Person.

18.3.4 If the Beneficiaries identify any Direct or Indirect Recipient as a Restricted Person, the Beneficiaries shall notify ECMWF in writing as soon as reasonably practicable.

18.3.5 In the event that the Beneficiaries notify ECMWF of a Restricted Person under Clause 18.3.4 or ECMWF otherwise determines that a Participant, or any other entity that receives payment from the Beneficiaries in connection with the Action is a Restricted Person:

(a) the Beneficiaries shall co-operate and participate in any related consultation process with ECMWF and the Commission (and shall procure the co-operation and participation of any necessary third parties);

(b) the Beneficiaries shall comply with any remedial measures proposed by ECMWF in connection with that Restricted Person;

(c) ECMWF shall be entitled to recover from the Participant concerned, as a debt, any Funds provided to a Restricted Person; and

(d) ECMWF shall be entitled to suspend or terminate this Agreement without notice and make use of all other measures described in Chapter 5.

18.4 Conditionality Decision(s)

18.4.1 In the event of the adoption of a Conditionality Decision containing Conditionality Measures against the Coordinator and/or any of the other Participants as a Concerned Entity(ies), ECMWF shall without undue delay notify the Coordinator of the adoption of the Conditionality Decision, the Conditionality Measures against the Coordinator and/or any of the other Participants as Concerned Entity(ies) stipulated in the Conditionality Decision. ECMWF shall further notify the Coordinator in the case of the adoption of a Conditionality Decision lifting the Conditionality Measures.

18.4.2 For the purposes of the Agreement, the date of entry into force of the Conditionality Measures shall be the date of receipt by ECMWF of the formal notification by the Commission for the respective Conditionality Measures or any such future date expressly stated in the respective formal notifications. For the purposes of the Agreement, the date of entry into force of the Conditionality Decision lifting the Conditionality Measures shall

be the date specified to this effect in the respective Conditionality Decision lifting the Conditionality Measures, as published on the EU Official Journal[5].

18.4.3 The Beneficiaries shall regularly assess whether a Beneficiary, any other Participants or any third party that receives payment from the Participants in connection with the Action is a Concerned Entity. If the Beneficiaries identify any such parties as a Concerned Entity, the Beneficiaries shall immediately notify ECMWF in writing and shall ensure that the terms and conditions of the respective Conditionality Decision are duly applied.

18.4.4 The provisions of this Clause 18.4 (Conditionality Decision(s)) are without prejudice to the rights of ECMWF to suspend or terminate this Agreement under Clause 31.3 hereto and/or to recover any Funds paid by ECMWF.

18.4.5 For the avoidance of doubt, the parties acknowledge that if a recipient of any Funds becomes a Concerned Entity after the date on which such Funds were made available to, or for the benefit of such recipient, the Conditionality Decision shall not apply with respect to the Funds made available to, or for the benefit of the Concerned Entity before the entry into force of the relevant Conditionality Decision.

18.4.6 The Beneficiaries is hereby notified of the adoption of Council Implementing Decision 2022/2506 and in particular its Article 2.2[6].

19. RECORD-KEEPING

19.1 Keeping Records and Supporting Documents

19.1.1 The Beneficiaries must — at least for 5 years after the end date of the Contribution Agreement or after the payment of the balance under the Grant Agreement, whichever date is later — keep accurate and regular records and other supporting documents to prove the proper implementation of the Action in line with the accepted standards in the respective field (if any).

19.1.2 In addition, the Beneficiaries must — for the same period — keep the following to justify the amounts declared:

(a) for actual costs: adequate records and supporting documents to prove the costs declared (such as contracts, subcontracts, invoices and accounting records); in addition, the Beneficiaries' usual accounting and internal control procedures must enable direct reconciliation between the amounts declared, the amounts recorded in their accounts and the amounts stated in the supporting documents

(b) for flat-rate costs and contributions (if any): adequate records and supporting documents to prove the eligibility of the costs or contributions to which the flat-rate is applied

(c) for the following simplified costs and contributions: the Beneficiaries do not need to keep specific records on the actual costs incurred, but must keep:

[5] The EU Official Journal is available at the following link https://eur-lex.europa.eu/oj/direct-access.html

[6] Council Implementing Decision (EU) 2022/2506 of 15 December 2022 on measures for the protection of the Union budget against breaches of the principles of the rule of law in Hungary *OJ L 325, 20.12.2022, p. 94–109*

(i) for unit costs and contributions (if any): adequate records and supporting documents to prove the number of units declared

(ii) for lump sum costs and contributions (if any): adequate records and supporting documents to prove proper implementation of the work as described in Annex 1

(iii) for financing not linked to costs (if any): adequate records and supporting documents to prove the achievement of the Results or the fulfilment of the conditions as described in Annex 1

(d) for unit, flat-rate and lump sum costs and contributions according to usual cost accounting practices (if any): the Beneficiaries must keep any adequate records and supporting documents to prove that their cost accounting practices have been applied in a consistent manner, based on objective criteria, regardless of the source of funding, and that they comply with the eligibility conditions set out in Clauses 6.1 and 6.2.

Moreover, the following is needed for specific budget categories:

(e) for personnel costs for actual costs grants: time worked for the Beneficiary under the Action must be supported by declarations signed monthly by the person and their supervisor, unless another reliable time-record system is in place; ECMWF may accept alternative evidence supporting the time worked for the Action declared, if it considers that it offers an adequate level of assurance

19.1.3 The records and supporting documents must be made available upon request (Clause 18) or in the context of checks, reviews, audits or investigations (Clause 24).

19.1.4 If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings; see Clause 24), the Beneficiaries must keep these records and other supporting documentation until the end of these procedures.

19.1.5 The Beneficiaries must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. ECMWF may accept non-original documents if they offer a comparable level of assurance.

19.2 Consequences of Non-Compliance

19.2.1 If a Beneficiary breaches any of its obligations under this Clause, costs or contributions insufficiently substantiated will be ineligible (Clause 6).

19.2.2 Such breaches may also lead to other measures described in Chapter 5.

20. REPORTING

20.1 Continuous Reporting

20.1.1 The Beneficiaries must continuously report on the progress of the Action (e.g. Deliverables, milestones, outputs/outcomes, critical risks, indicators, etc; if any) in accordance with the timing and conditions as agreed with ECMWF.

20.1.2 Reports (e.g. progress reports not linked to payments, reports on cumulative expenditure, special reports, etc; if any) must be submitted using the templates provided by ECMWF.

20.2 Periodic Reporting: Technical Reports and Financial Statements

20.2.1 In addition, the Beneficiaries must provide reports to request payments, in accordance with the schedule and modalities set out in the Data Sheet (Point 4.2):

- for additional pre-financing (if any): an **additional prefinancing report**
- for interim payments (if any) and the final payment: a **periodic report**.

For avoidance of doubt, the respective payment request in the format of Annex 4 is submitted only upon approval of the above-stated reports and the explicit notification to this effect by ECMWF.

20.2.2 The additional prefinancing and periodic reports include a technical and financial part.

20.2.2.1 The technical part includes an overview of the Action implementation. It must be prepared using the template made available by ECMWF.

20.2.2.2 The financial part of the additional prefinancing report includes a statement on the use of the previous prefinancing payment.

20.2.2.3 The financial part of the periodic report includes:

(i) the financial statements (individual and consolidated; for all Beneficiaries/Affiliated Entities)

(ii) the explanation on the use of resources (or detailed cost reporting table, if required)

(iii) the certificates on the financial statements (CFS) (if required; see Clause 23.1 and Data Sheet, Point 4.3).

20.2.2.4 The **financial statements** must detail the eligible costs for each budget category or the contributions per Work Package and, for the final payment, also the revenues for the Action (Clauses 6 and 21).

20.2.2.5 All eligible costs and contributions should be declared, even if they exceed the amounts indicated in the estimated budget (Annex 2). Amounts that are not declared in the individual financial statements will not be taken into account by ECMWF.

20.2.2.6 By signing the financial statements and providing them to ECMWF via the Coordinator, the Beneficiaries confirm that:

(i) the information provided is complete, reliable and true

(ii) the costs and contributions declared are eligible (Clause 6)

(iii) the costs and contributions can be substantiated by adequate records and supporting documents (Clause 19) that will be produced upon request (Clause 18) or in the context of checks, reviews, audits and investigations (Clause 24)

(iv) for the final periodic report: all the revenues have been declared (if required; see Clause 21).

20.2.2.7 Beneficiaries will have to submit also the financial statements of their Affiliated Entities (if any). In case of recoveries (Clause 21), Beneficiaries will be held responsible also for the financial statements of their Affiliated Entities.

20.2.3 Each year, the Beneficiary shall submit to ECMWF via the Coordinator a preliminary financial report containing breakdowns of the costs and contribution to be claimed by the Beneficiary under this Agreement as at 31 December of that year by the 15th of January of the following year using the financial reporting template provided by ECMWF.

20.3 Currency for Financial Statements and Conversion into Euros

20.3.1 The financial statements must be drafted in euro.

20.3.2 Beneficiaries with general accounts established in a currency other than the euro must convert the costs recorded in their accounts into euro, at the average of the daily exchange rates published in the C series of the Official Journal of the European Union (ECB website), calculated over the corresponding reporting period.

20.3.3 If no daily euro exchange rate is published in the Official Journal for the currency in question, they must be converted at the average of the monthly accounting exchange rates published on the Commission website (InforEuro), calculated over the corresponding reporting period.

20.3.4 Beneficiaries with general accounts in euro must convert costs incurred in another currency into euro according to their usual accounting practices.

20.4 Reporting Language

20.4.1 The reporting must be in the language of the Agreement, unless otherwise agreed with ECMWF (Data Sheet, Point 4.2).

21. PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUE

21.1 Payments and Payment Arrangements

21.1.1 Payments will be made in accordance with the schedule and modalities set out in the Data Sheet (Point 4.2).

21.1.2 They will be made in euro to the bank account indicated by the Coordinator (Data Sheet, Point 4.2) and must be distributed without unjustified delay (restrictions may apply to distribution of the initial prefinancing payment; see Data Sheet, Point 4.2).

21.1.3 The cost of payment transfers will be borne as follows:

(a) ECMWF bears the cost of transfers charged by its bank

(b) the Beneficiary bears the cost of transfers charged by its bank

(c) the party causing a repetition of a transfer bears all costs of the repeated transfer.

21.1.4 Payments by ECMWF will be considered to have been carried out on the date when they are debited to its account.

21.2 Recoveries

21.2.1 Recoveries will be made if any Funds have been provided to a Restricted Person (see Clause 18.3) or a Concerned Entity (see Clause 18.4), or — at Beneficiary termination, final payment or afterwards — it turns out that ECMWF has paid too much, including due to costs or contributions that are ineligible under this Agreement, and needs to recover the amounts undue.

21.2.2 The Beneficiaries are jointly and severally liable for the whole amount that needs to be paid back to ECMWF even if the given Beneficiary has not been the final recipient of the amount.

21.2.3 In case of enforced recoveries (Clause 21.4), Affiliated Entities will be held liable for repaying debts of their Beneficiaries.

21.3 Amounts Due

21.3.1 Prefinancing Payments

21.3.1.1 The aim of the prefinancing is to provide the Beneficiaries with a float.

(i) For **initial prefinancings** (if any), the amount due, schedule and modalities are set out in the Data Sheet (Point 4.2).

(ii) For **additional prefinancings** (if any), the amount due, schedule and modalities are also set out in the Data Sheet (Point 4.2). However, if the statement on the use of the previous prefinancing payment shows that less than 70% was used, the amount set out in the Data Sheet will be reduced by the difference between the 70% threshold and the amount used.

21.3.1.2 Prefinancing payments (or parts of them) may be offset (without the Beneficiaries' consent) against amounts owed by a Beneficiary to ECMWF — up to the amount due to that Beneficiary.

21.3.1.3 Payments will not be made if the payment deadline or payments are suspended (Clauses 28 and 29).

21.3.2 Amount due at Beneficiary Termination — Recovery

21.3.2.1 In case of Beneficiary termination, ECMWF will determine the provisional amount due for the Beneficiary concerned. Payments (if any) will be made with the next interim or final payment.

21.3.2.2 The amount due will be calculated in the following one step:

Step 1 — Calculation of the total accepted ECMWF contribution

ECMWF will first calculate the 'accepted ECMWF contribution' for the Beneficiary for all reporting periods, by calculating the 'maximum ECMWF contribution to costs' (applying the funding rate to the accepted costs of the Beneficiary), taking into account requests for a lower contribution to costs and CFS threshold cappings (if any; see Clause 23.2) and adding the contributions (accepted unit, flat-rate or lump sum contributions and financing not linked to costs, if any).

After that, ECMWF will take into account grant reductions (if any). The resulting amount is the 'total accepted ECMWF contribution' for the Beneficiary.

The **balance** is then calculated by deducting the payments received (if any; see report on the distribution of payments in Clause 31), from the total accepted ECMWF contribution:

{total accepted ECMWF contribution for the Beneficiary

minus

{prefinancing and interim payments received (if any)}}.

21.3.2.3 If the balance is **positive**, the amount will be included in the next interim or final payment to the Consortium.

21.3.2.4 If the balance is **negative**, it will be recovered in accordance with the following procedure:

(i) ECMWF will send a **pre-information letter** to the Beneficiary concerned:

– formally notifying the intention to recover, the amount due, the amount to be recovered and the reasons why and

– requesting observations within 30 days of receiving notification.

(ii) If no observations are submitted or ECMWF decides to pursue recovery despite the observations it has received, it will confirm the amount to be recovered and ask this amount to be paid to the Coordinator (**confirmation letter**) together with a **debit note** with the terms and date for payment.

(iii) The debit note for the Beneficiary will include the amount calculated for the Affiliated Entities which also had to end their participation (if any).

(iv) If payment is not made by the date specified in the debit note, ECMWF will **enforce recovery** in accordance with Clause 21.4.

(v) The amounts will later on also be taken into account for the next interim or final payment.

21.3.3 Interim Payments

21.3.3.1 Interim payments reimburse the eligible costs and contributions claimed for the implementation of the Action during the reporting periods (if any).

21.3.3.2 Interim payments (if any) will be made in accordance with the schedule and modalities set out the Data Sheet (Point 4.2).

21.3.3.3 Payment is subject to the approval of the periodic report. Its approval does not imply recognition of compliance, authenticity, completeness or correctness of its content.

21.3.3.4 The interim payment will be calculated by ECMWF in the following two steps:

Step 1 — Calculation of the total accepted ECMWF contribution

Step 2 — Limit to the interim payment ceiling

Step 1 — Calculation of the total accepted ECMWF contribution

ECMWF will calculate the 'accepted ECMWF contribution' for the Action for the reporting period, by first calculating the 'maximum ECMWF contribution to costs' (applying the funding rate to the accepted costs of each Beneficiary), taking into account requests for a lower contribution to costs, and CFS threshold cappings (if any; see Clause 23.2) and adding the contributions (accepted unit, flat-rate or lump sum contributions and financing not linked to costs, if any).

After that, ECMWF will take into account grant reductions from Beneficiary termination (if any). The resulting amount is the 'total accepted ECMWF contribution'.

Step 2 — Limit to the interim payment ceiling

The resulting amount is then capped to ensure that the total amount of prefinancing and interim payments (if any) does not exceed the interim payment ceiling set out in the Data Sheet (Point 4.2).

21.3.3.5 Interim payments (or parts of them) may be offset (without the Beneficiaries' consent) against amounts owed by a Beneficiary to ECMWF — up to the amount due to that Beneficiary.

21.3.3.6 Payments will not be made if the payment deadline or payments are suspended (Clauses 28and 29).

21.3.4 Final payment — Final Grant Amount — Revenues and Profit — Recovery

21.3.4.1 The final payment (payment of the balance) reimburses the remaining part of the eligible costs and contributions claimed for the implementation of the Action (if any).

21.3.4.2 The final payment will be made in accordance with the schedule and modalities set out in the Data Sheet (Point 4.2).

21.3.4.3 Payment is subject to the approval of the final periodic report. Its approval does not imply recognition of compliance, authenticity, completeness or correctness of its content.

21.3.4.4 The final grant amount for the Action will be calculated in the following three steps:

Step 1 — Calculation of the total accepted ECMWF contribution

Step 2 — Limit to the maximum grant amount

Step 3 — Reduction due to the no-profit rule

Step 1 — Calculation of the total accepted ECMWF contribution

ECMWF will first calculate the 'accepted ECMWF contribution' for the Action for all reporting periods, by calculating the 'maximum ECMWF contribution to costs' (applying the funding rate to the total accepted costs of each Beneficiary), taking into account requests for a lower contribution to costs, CFS threshold cappings (if any; Clause 23.2) and adding the contributions (accepted unit, flat-rate or lump sum contributions and financing not linked to costs, if any).

After that, ECMWF will take into account grant reductions (if any). The resulting amount is the 'total accepted ECMWF contribution'.

Step 2 — Limit to the maximum grant amount

If the resulting amount is higher than the maximum grant amount set out in Clause 5.2, it will be limited to the latter.

Step 3 — Reduction due to the no-profit rule

If the no-profit rule is provided for in the Data Sheet (Point 4.2), the Grant must not produce a profit (i.e. surplus of the amount obtained following Step 2 plus the Action's revenues, over the eligible costs and contributions approved by ECMWF).

'Revenue' is all income generated by the Action, during its duration (Clause 4), for Beneficiaries that are profit legal entities.

If there is a profit, it will be deducted in proportion to the final rate of reimbursement of the eligible costs approved by ECMWF (as compared to the amount calculated following Steps 1 and 2 minus the contributions).

The **balance (final payment)** is then calculated by deducting the total amount of prefinancing and interim payments already made (if any), from the final grant amount:

{final grant amount

minus

{prefinancing and interim payments made (if any)}}.

21.3.4.5 If the balance is **positive**, it will be **paid** to the Coordinator.

21.3.4.6 The final payment (or part of it) may be offset (without the Beneficiaries' consent) against amounts owed by a Beneficiary to ECMWF — up to the amount due to that Beneficiary.

21.3.4.7 Payments will not be made if the payment deadline or payments are suspended (Clauses 28 and 29).

21.3.4.8 If the balance is **negative**, it will be **recovered** in accordance with the following procedure:

(i) ECMWF will send a pre-information letter to the Coordinator:

– formally notifying the intention to recover, the final grant amount, the amount to be recovered and the reasons why

– requesting a report on the distribution of payments to the Beneficiaries within 30 days of receiving notification and

– requesting observations within 30 days of receiving notification.

(ii) If no observations are submitted or ECMWF decides to pursue recovery despite the observations it has received and the Coordinator has submitted the report on the distribution of payments, it will calculate the share of the debt per Beneficiary, by:

a) identifying the Beneficiaries for which the amount calculated as follows is negative:

{{{total accepted ECMWF contribution for the Beneficiary

divided by

total accepted ECMWF contribution for the Action}

multiplied by

final grant amount for the Action},

minus

{prefinancing and interim payments received by the Beneficiary (if any)}}

and

b) dividing the debt:

{{amount calculated according to point a) for the Beneficiary concerned

divided by

the sum of the amounts calculated according to point a) for all the Beneficiaries identified according to point a)}

multiplied by

the amount to be recovered}.

and confirm the amount to be recovered from each Beneficiary concerned (**confirmation letter**), together with **debit notes** with the terms and date for payment.

(iii) The debit notes for Beneficiaries will include the amounts calculated for their Affiliated Entities (if any).

(iv) If the Coordinator has not submitted the report on the distribution of payments, ECMWF will recover the full amount from the Coordinator (**confirmation letter** and **debit note** with the terms and date for payment).

(v) If payment is not made by the date specified in the debit note, ECMWF will **enforce recovery** in accordance with Clause 21.4.

21.3.5 Audit Implementation after Final Payment — Revised Final Grant Amount — Recovery

21.3.5.1 If — after the final payment (in particular, after checks, reviews, audits or investigations; see Clause 24) — ECMWF rejects costs or contributions (Clause 26) or reduces the Grant (Clause 27), it will calculate the revised final grant amount for the Beneficiary concerned.

21.3.5.2 The Beneficiary revised final grant amount will be calculated in the following one step:

Step 1 — Calculation of the revised total accepted ECMWF contribution

ECMWF will first calculate the 'revised accepted ECMWF contribution' for the Beneficiary, by calculating the 'revised accepted costs' and 'revised accepted contributions'.

After that, it will take into account grant reductions (if any). The resulting 'revised total accepted ECMWF contribution' is the Beneficiary revised final grant amount.

If the revised final grant amount is lower than the Beneficiary's final grant amount (i.e. its share in the final grant amount for the Action), it will be **recovered** in accordance with the following procedure:

The **Beneficiary final grant amount** (i.e. share in the final grant amount for the Action) is calculated as follows:

{{{total accepted ECMWF contribution for the Beneficiary

divided by

total accepted ECMWF contribution for the Action}

multiplied by

final grant amount for the Action}.

21.3.5.3 ECMWF will send a **pre-information** letter to the Beneficiary concerned:

– formally notifying the intention to recover, the amount to be recovered and the reasons why and

– requesting observations within 30 days of receiving notification.

21.3.5.4 If no observations are submitted or ECMWF decides to pursue recovery despite the observations it has received, it will confirm the amount to be recovered (**confirmation letter**), together with a **debit note** with the terms and the date for payment.

21.3.5.5 Recoveries against Affiliated Entities (if any) will be handled through their Beneficiaries.

21.3.5.6 If payment is not made by the date specified in the debit note, ECMWF will enforce recovery in accordance with Clause 21.4.

21.4 Enforced Recovery

21.4.1 If payment is not made by the date specified in the debit note, the amount due will be recovered at the discretion of ECMWF either from either Beneficiary:

(a) by offsetting the amount — without the Beneficiary's consent — against any amounts owed to the Beneficiary by ECMWF.

The amount may be withheld before the payment date specified in the debit note (section 273 (1) BGB).

(b) by holding Affiliated Entities jointly and severally liable or

(c) by taking legal action (Clause 41).

21.4.2 The amount to be recovered will be increased by **late-payment interest** at the rate set out in Clause 21.5, from the day following the payment date in the debit note, up to and including the date the full payment is received.

21.4.3 Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

21.4.4 Bank charges incurred in the recovery process will be borne by the Beneficiary, unless Directive 2015/2366 applies.

21.5 Consequences of Non-Compliance

21.5.1 If ECMWF does not pay within the payment deadlines (see above), the Beneficiaries are entitled to **late-payment interest** at the reference rate applied by the European Central Bank (ECB) for its main refinancing operations in euros. The ECB reference rate to be used is the rate in force on the first day of the month in which the payment deadline expires, as published in the C series of the Official Journal of the European Union.

21.5.2 If the late-payment interest is lower than or equal to EUR 200, it will be paid to the Coordinator only on request submitted within 2 months of receiving the late payment.

21.5.3 Late-payment interest is not due if all Beneficiaries are EU Member States (including regional and local government authorities or other public bodies acting on behalf of a Member State for the purpose of this Agreement).

21.5.4 If payments or the payment deadline are suspended (Clauses 28 and 29), payment will not be considered as late.

21.5.5 Late-payment interest covers the period running from the day following the due date for payment (see above), up to and including the date of payment.

21.5.6 Late-payment interest is not considered for the purposes of calculating the final grant amount.

22. GUARANTEE

22.1 If the Grant exceeds EUR 60,000.00, ECMWF may require a guarantee to be lodged by the Beneficiary in order to limit the financial risks connected with a payment of pre-financing ("guarantee on pre-financing").

23. CERTIFICATES

23.1 Certificate on the Financial Statements (CFS)

23.1.1 If required by ECMWF (Data Sheet, Point 4.3), the Beneficiaries must provide certificates on their financial statements (CFS), in accordance with the schedule, threshold and conditions set out in the Data Sheet.

23.1.2 The Coordinator must submit them as part of the periodic report (Clause 20).

23.1.3 The certificates must be drawn up using the template provided by ECMWF, cover the costs declared on the basis of actual costs and costs according to usual cost accounting practices (if any), and fulfil the following conditions:

(a) be provided by a qualified approved external auditor which is independent and complies with Directive 2006/43/EC (or for public bodies: by a competent independent public officer)

(b) the verification must be carried out according to the highest professional standards to ensure that the financial statements comply with the provisions under the Agreement and that the costs declared are eligible.

23.1.4 The certificates will not affect ECMWF's right to carry out its own checks, reviews or audits, nor preclude the European Court of Auditors (ECA), the European Public Prosecutor's Office (EPPO) or the European Anti-Fraud Office (OLAF) from using their prerogatives for audits and investigations under the Agreement (Clause 24).

23.1.5 If the costs (or a part of them) were already audited by ECMWF, these costs do not need to be covered by the certificate and will not be counted for calculating the threshold (if any).

23.2 Consequences of Non-Compliance

23.2.1 If a Beneficiary does not submit a certificate on the financial statements (CFS) or the certificate is rejected, the accepted ECMWF contribution to costs will be capped to reflect the CFS threshold.

24. CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS

24.1 ECMWF Checks, Reviews and Audits

24.1.1 Internal Checks

ECMWF may — during the Action or afterwards — check the proper implementation of the Action and compliance with the obligations under the Agreement, including assessing costs and contributions, Deliverables, Results and reports.

24.1.2 Project Reviews

24.1.2.1 At any time during the implementation of the Action and until the end of the implementation of the Action or until 5 years after the End Date of the Contribution Agreement, whichever date is later, ECMWF may carry out reviews on the proper implementation of the Action and compliance with the obligations under the Agreement (general project reviews or specific issues reviews).

24.1.2.2 Such project reviews will be formally notified to the Coordinator or Beneficiary concerned and will be considered to start on the date of the notification.

24.1.2.3 If needed, ECMWF may be assisted by independent, outside experts. If it uses outside experts, the Coordinator or Beneficiary concerned will be informed and have the right to object on grounds of commercial confidentiality or conflict of interest.

24.1.2.4 The Coordinator or Beneficiary concerned must cooperate diligently and provide — within the deadline requested — any information and data in addition to the Deliverables and reports already submitted (including information on the use of resources). ECMWF may request Beneficiaries to

provide such information to it directly. Sensitive information and documents will be treated in accordance with Clause 13.

24.1.2.5 The Coordinator or Beneficiary concerned may be requested to participate in meetings, including with the outside experts.

24.1.2.6 For on-the-spot visits, the Beneficiary concerned must allow access to sites and premises (including to the outside experts) and must ensure that information requested is readily available.

24.1.2.7 Information provided must be accurate, precise and complete and in the format requested, including electronic format.

24.1.2.8 On the basis of the review findings, a project review report will be drawn up.

24.1.2.9 ECMWF will formally notify the project review report to the Coordinator or Beneficiary concerned, which has 30 days from receiving notification to make observations.

24.1.2.10 Project reviews (including project review reports) will be in the language of the Agreement.

24.1.3 Audits

24.1.3.1 At any time during the implementation of the Action and up to 5 years after the termination or expiry of the Contribution Agreement, ECMWF may carry out audits on the proper implementation of the Action and compliance with the obligations under the Agreement.

24.1.3.2 Such audits will be formally notified to the Beneficiary concerned and will be considered to start on the date of the notification.

24.1.3.3 ECMWF may use its own audit service, delegate audits to a centralised service or use external audit firms. If it uses an external firm, the Beneficiary concerned will be informed and have the right to object on grounds of commercial confidentiality or conflict of interest.

24.1.3.4 The Beneficiary concerned must cooperate diligently and provide — within the deadline requested — any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement. Sensitive information and documents will be treated in accordance with Clause 13.

24.1.3.5 For on-the-spot visits, the Beneficiary concerned must allow access to sites and premises (including for the external audit firm) and must ensure that information requested is readily available.

24.1.3.6 Information provided must be accurate, precise and complete and in the format requested, including electronic format.

24.1.3.7 On the basis of the audit findings, a draft audit report will be drawn up.

24.1.3.8 The auditors will formally notify the draft audit report to the Beneficiary concerned, which has 30 days from receiving notification to make observations (contradictory audit procedure).

24.1.3.9 The **final audit report** will take into account observations by the Beneficiary concerned and will be formally notified to them.

24.1.3.10 Audits (including audit reports) will be in the language of the Agreement.

24.2 Commission and Third Party Representatives Checks, Reviews and Audits

The Commission and any third party representatives of ECMWF or the Commission shall have the same rights of checks, reviews and audits as ECMWF.

24.3 OLAF, EPPO and ECA Audits and Investigations

24.3.1 The following bodies may also carry out checks, reviews, audits and investigations — during the Action or afterwards:

(a) the European Anti-Fraud Office (OLAF) under Regulations No 883/2013 and No 2185/96

(b) the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939

(c) the European Court of Auditors (ECA) under Article 287 TFEU and Article 263 of the Financial Regulation.

24.3.2 If requested by these bodies, the Beneficiary concerned must provide full, accurate and complete information in the format requested (including complete accounts, individual salary statements or other personal data, including in electronic format) and allow access to sites and premises for on-the-spot visits or inspections — as provided for under these Regulations.

24.3.3 To this end, the Beneficiary concerned must keep all relevant information relating to the Action, at least until 5 years after the termination or expiry of the Contribution Agreement or after the payment of the balance under the Grant Agreement, whichever date is later, and, in any case, until any ongoing checks, reviews, audits, investigations, litigation or other pursuits of claims have been concluded.

24.4 Consequences of Checks, Reviews, Audits and Investigations — Extension of Findings

24.4.1 Consequences of Checks, Reviews, Audits and Investigations in This Grant

24.4.1.1 Findings in checks, reviews, audits or investigations carried out in the context of this Grant may lead to rejections (Clause 26), grant reduction (Clause 27) or other measures described in Chapter 5.

24.4.1.2 Rejections or grant reductions after the final payment will lead to a revised final grant amount (Clause 21).

24.4.1.3 Findings in checks, reviews, audits or investigations during the Action implementation may lead to a request for amendment (Clause 37), to change the description of the Action set out in Annex 1.

24.4.1.4 Checks, reviews, audits or investigations that find Systemic or Recurrent Errors, Irregularities, Fraud or breach of obligations in any EU grant may also lead to consequences in other EU or ECMWF grants awarded under similar conditions ('extension to other grants').

24.4.2 Extension from Other Grants

24.4.2.1 Findings of checks, reviews, audits or investigations in other grants may be extended to this Grant, if:

a) the Beneficiary concerned is found, in other EU or ECMWF grants awarded under similar conditions, to have committed Systemic or Recurrent Errors, Irregularities, Fraud or breach of obligations that have a material impact on this Grant and

b) those findings are formally notified to the Beneficiary concerned — together with the list of grants affected by the findings — within the time-limit for audits set out in the Agreement.

24.4.2.2 ECMWF will formally notify the Beneficiary concerned of the intention to extend the findings and the list of grants affected.

24.4.2.3 If the extension concerns **rejections of costs or contributions**: the notification will include:

a) an invitation to submit observations on the list of grants affected by the findings

b) the request to submit revised financial statements for all grants affected

c) the correction rate for extrapolation, established on the basis of the Systemic or Recurrent Errors, to calculate the amounts to be rejected, if the Beneficiary concerned:

(i) considers that the submission of revised financial statements is not possible or practicable or

(ii) does not submit revised financial statements.

24.4.2.4 If the extension concerns **grant reductions**: the notification will include:

a) an invitation to submit observations on the list of grants affected by the findings and

b) the **correction rate for extrapolation**, established on the basis of the Systemic or Recurrent Errors and the principle of proportionality.

24.4.2.5 The Beneficiary concerned has **60 days** from receiving notification to submit observations, revised financial statements or to propose a duly substantiated **alternative correction method/rate**.

24.4.2.6 On the basis of this, ECMWF will analyse the impact and decide on the implementation (i.e. start rejection or grant reduction procedures, either on the basis of the revised financial statements or the announced/alternative method/rate or a mix of those; see Clauses 26 and 27).

24.5 Consequences of Non-Compliance

24.5.1 If a Beneficiary breaches any of its obligations under this Clause, costs or contributions insufficiently substantiated will be ineligible (Clause 6).

24.5.2 Such breaches may also lead to other measures described in Chapter 5.

25. IMPACT EVALUATIONS

25.1 ECMWF may carry out impact evaluations of the Action, measured against the objectives and indicators of the programme funding the Grant.

25.2 Such evaluations may be started during implementation of the Action and until the time-limit set out in the Data Sheet (Point 5). They will be formally notified to the Coordinator or Beneficiaries and will be considered to start on the date of the notification.

25.3 If needed, ECMWF may be assisted by independent outside experts.

25.4 The Coordinator or Beneficiaries must provide any information relevant to evaluate the impact of the Action, including information in electronic format.

Chapter 5 CONSEQUENCES OF NON-COMPLIANCE

In case of a serious breach of obligations under this Agreement by the Beneficiaries (including but not limited to the obligations under Clauses 6, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24 and 25) the following rules shall apply:

Section 1: Rejections and Grant Reduction

26. REJECTION OF COSTS AND CONTRIBUTIONS

26.1 Conditions

26.1.1 ECMWF will — at Beneficiary termination, interim payment, final payment or afterwards — reject any costs or contributions which are ineligible (Clause 6), in particular following checks, reviews, audits or investigations (Clause 24).

26.1.2 The rejection may also be based on the extension of findings from other grants to this Grant (Clause 24).

26.1.3 Ineligible costs or contributions will be rejected.

26.2 Procedure

26.2.1 If the rejection does not lead to a recovery, ECMWF will formally notify the Coordinator or Beneficiary concerned of the rejection, the amounts and the reasons why. The Coordinator or Beneficiary concerned may — within 30 days of receiving notification — submit observations if it disagrees with the rejection (payment review procedure).

26.2.2 If the rejection leads to a recovery, ECMWF will follow the contradictory procedure with pre-information letter set out in Clause 21.

26.3 Effects

If ECMWF rejects costs or contributions, it will deduct them from the costs or contributions declared and then calculate the amount due (and, if needed, make a recovery; see Clause 21).

27. GRANT REDUCTION

27.1 Conditions

27.1.1 ECMWF may — at Beneficiary termination, final payment or afterwards — reduce the Grant for a Beneficiary, if:

(a) the Beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the Grant) has committed:

(i) Substantial Errors, Irregularities or Fraud or

(ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the Action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of security rules (if applicable), etc.), or

(b) the Beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the Grant), an Associated Partner or a Subcontractor is involved in conduct not in compliance with Clause 17 above, in particular practices inconsistent with Clause 17.1 or activities contrary to Clause 17.2 above.

(c) the Beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the Grant) has committed — in other EU or ECMWF grants awarded to it under similar conditions — Systemic or Recurrent Errors, Irregularities, Fraud or serious breach of obligations that have a material impact on this Grant (extension of findings; see Clause 24.4).

27.1.2 The amount of the reduction will be calculated for each Beneficiary concerned and proportionate to the seriousness and the duration of the errors, Irregularities or Fraud or breach of obligations, by applying an individual reduction rate to their accepted ECMWF contribution.

27.2 Procedure

27.2.1 If the grant reduction does not lead to a recovery, ECMWF will formally notify the Coordinator or Beneficiary concerned of the reduction, the amount to be reduced and the reasons why. The Coordinator or Beneficiary concerned may — within 30 days of receiving notification — submit observations if it disagrees with the reduction (payment review procedure).

27.2.2 If the grant reduction leads to a recovery, ECMWF will follow the contradictory procedure with pre-information letter set out in Clause 21.

27.3 Effects

If ECMWF reduces the Grant, it will deduct the reduction and then calculate the amount due (and, if needed, make a recovery; see Clause 21).

Section 2: Suspension and Termination

28. PAYMENT DEADLINE SUSPENSION

28.1 Conditions

ECMWF may — at any moment — suspend the payment deadline if a payment cannot be processed because:

(i) the required report (Clause 20) has not been submitted or is not complete or additional information is needed

(ii) there are doubts about the amount to be paid (e.g. ongoing extension procedure, queries about eligibility, need for a grant reduction, etc.) and additional checks, reviews, audits or investigations are necessary, or

(iii) there are other issues affecting the EU financial interests.

28.2 Procedure

28.2.1 ECMWF will formally notify the Coordinator of the suspension and the reasons why.

28.2.2 The suspension will **take effect** the day the notification is sent.

28.2.3 If the conditions for suspending the payment deadline are no longer met, the suspension will be **lifted** — and the remaining time to pay (Data Sheet, Point 4.2) will resume.

28.2.4 If the suspension exceeds 2 months, the Coordinator may request ECMWF to confirm if the suspension will continue.

28.2.5 If the payment deadline has been suspended due to the non-compliance of the report and the revised report is not submitted (or was submitted but is also rejected), ECMWF may also terminate the Grant or the participation of the Coordinator (Clause 31).

29. PAYMENT SUSPENSION

29.1 Conditions

29.1.1 ECMWF may — at any moment — suspend payments, in whole or in part for one or more Beneficiaries, if:

(a) a Beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the Grant) has committed or is suspected of having committed:

(i) Substantial Errors, Irregularities or Fraud or

(ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the Action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of security rules (if applicable), etc.), or

(b) the Beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the Grant), an Associated Partner or a Subcontractor is involved in conduct not in compliance with Clause 17 above, in particular practices inconsistent with Clause 17.1 or activities contrary to Clause 17.2 above.

(c) a Beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the Grant) has committed — in other EU or ECMWF grants awarded to it under similar conditions — Systemic or Recurrent Errors, Irregularities, Fraud or serious breach of obligations that have a material impact on this Grant (extension of findings; see Clause 24.4), or

(d) the Commission notifies ECMWF of a Conditionality Decision stipulating a suspension of payments with respect to a Beneficiary, any other Participant or any third party that receives payment from any of the Participants in connection with the Action as a Concerned Entity.

29.1.2 If payments are suspended for one or more Beneficiaries, ECMWF will make partial payment(s) for the part(s) not suspended. If suspension concerns the final payment, the payment (or recovery) of the remaining amount after suspension is lifted will be considered to be the payment that closes the Action.

29.2 Procedure

29.2.1 Before suspending payments, ECMWF will send a **pre-information letter** to the Beneficiary concerned:

(a) formally notifying the intention to suspend payments and the reasons why and

(b) requesting observations within 30 days of receiving notification.

29.2.2 If ECMWF does not receive observations or decides to pursue the procedure despite the observations it has received, it will confirm the suspension (**confirmation letter**). Otherwise, it will formally notify that the procedure is discontinued.

29.2.3 At the end of the suspension procedure, ECMWF will also inform the Coordinator.

29.2.4 The suspension will **take effect** the day after the confirmation notification is sent.

29.2.5 If the conditions for resuming payments are met, the suspension will be **lifted**. ECMWF will formally notify the Beneficiary concerned (and the Coordinator) and set the suspension end date.

29.2.6 The above-described procedure will not be applicable for the case referred to in Clause 29.1(d), where the suspension will take effect from the date of the notification for the suspension itself. For the case referred to in Clause 29.1(d) ECMWF shall resume payments from the date of entry into force the Council Implementing Decision lifting the Conditionality Measures.

29.2.7 During the suspension, no prefinancing will be paid to the Beneficiaries concerned. For interim payments, the periodic reports for all reporting periods except the last one (Clause 20) must not contain any financial statements from the Beneficiary concerned (or its Affiliated Entities). The Coordinator must include them in the next periodic report after the suspension is lifted or — if suspension is not lifted before the end of the Action — in the last periodic report.

30. GRANT AGREEMENT SUSPENSION

30.1 Consortium-Requested Agreement Suspension – Conditions and Procedure

30.1.1 The Beneficiaries may request the suspension of the Grant or any part of it, if exceptional circumstances — in particular Force Majeure (Clause 34) — make implementation impossible or excessively difficult.

30.1.2 The Coordinator must submit a request for **amendment** (Clause 37), with:

(a) the reasons why

(b) the date the suspension takes effect; this date may be before the date of the submission of the amendment request and

(c) the expected date of resumption.

30.1.3 The suspension will **take effect** on the day specified in the amendment.

30.1.4 Once circumstances allow for implementation to resume, the Coordinator must immediately request another **amendment** of the Agreement to set the suspension end date, the resumption date (one day after suspension end date), extend the duration and make other changes necessary to adapt the Action to the new situation (Clause 37) — unless the Grant has been terminated (Clause 31). The suspension will be **lifted** with effect from the suspension end date set out in the amendment. This date may be before the date of the submission of the amendment request.

30.1.5 During the suspension, no prefinancing will be paid. Costs incurred or contributions for activities implemented during grant suspension are not eligible (Clause 6.3).

30.2 ECMWF-Initiated Agreement Suspension

30.2.1 Conditions

ECMWF may suspend the Grant or any part of it, if:

(a) a Beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the Grant) has committed or is suspected of having committed:

(i) Substantial Errors, Irregularities or Fraud or

(ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the Action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of security rules (if applicable), etc.), or

(b) the Beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the Grant), an Associated Partner or a Subcontractor is involved in conduct not in compliance with Clause 17 above, in particular practices inconsistent with Clause 17.1 or activities contrary to Clause 17.2 above.

(c) a Beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the Grant) has committed — in other EU or ECMWF grants awarded to it under similar conditions — Systemic or Recurrent Errors, Irregularities, Fraud or serious breach of obligations that have a material impact on this Grant (extension of findings; see Clause 24.4), or

(d) the Commission notifies ECMWF of a Conditionality Decision stipulating a suspension of implementation of the legal commitment with respect to a Beneficiary, any other Participants or any third party that receives payment from any of the Participants in connection with the Action as a Concerned Entity.

30.2.2 Procedure

30.2.2.1 Before suspending the Grant, ECMWF will send a **pre-information** letter to the Coordinator:

a) formally notifying the intention to suspend the Grant and the reasons why and

b) requesting observations within 30 days of receiving notification.

30.2.2.2 If ECMWF does not receive observations or decides to pursue the procedure despite the observations it has received, it will confirm the suspension (**confirmation letter**). Otherwise, it will formally notify that the procedure is discontinued.

30.2.2.3 The suspension will **take effect** the day after the confirmation notification is sent (or on a later date specified in the notification).

30.2.2.4 Once the conditions for resuming implementation of the Action are met, ECMWF will formally notify the Coordinator a **lifting of suspension letter**, in which it will set the suspension end date and invite the Coordinator to request an amendment of the Agreement to set the resumption date (one day after suspension end date), extend the duration and make other changes necessary to adapt the Action to the new situation (Clause 37) — unless the Grant has been terminated (Clause 31). The suspension will be **lifted** with effect from the suspension end date set out in the lifting of suspension letter. This date may be before the date on which the letter is sent.

30.2.2.5 The above-described procedure will not be applicable for the case referred to in Clause 30.2.1 where the suspension will take effect from the date of the notification for the suspension itself. For the case referred to in Clause 30.2.1(d) the suspended activities shall resume from the date of entry into force the Council Implementing Decision lifting the Conditionality Measures as notified by ECMWF.

30.2.2.6 During the suspension, no prefinancing will be paid. Costs incurred or contributions for activities implemented during suspension are not eligible (Clause 6.3).

30.2.2.7 The Beneficiaries may not claim damages due to suspension by ECMWF (Clause 32).

30.2.2.8 Grant suspension does not affect ECMWF's right to terminate the Grant or a Beneficiary (Clause 31) or reduce the Grant (Clause 27).

31. GRANT AGREEMENT OR BENEFICIARY TERMINATION

31.1 Consortium-Requested Agreement Termination

31.1.1 Conditions and Procedure

31.1.1.1 The Beneficiaries may request the termination of the Grant.

31.1.1.2 The Coordinator must submit a request for **amendment** (Clause 37), with:

a) the reasons why

b) the date the Consortium ends work on the Action ('end of work date') and

c) the date the termination takes effect ('termination date'); this date must be after the date of the submission of the amendment request.

31.1.1.3 The termination will **take effect** on the termination date specified in the amendment.

31.1.1.4 If no reasons are given or if ECMWF considers the reasons do not justify termination, it may consider the Grant terminated improperly.

31.1.2 Effects

31.1.2.1 The Coordinator must — within 60 days from when termination takes effect — submit a **periodic report** (for the open reporting period until termination).

31.1.2.2 ECMWF will calculate the final grant amount and final payment on the basis of the report submitted and taking into account the costs incurred and contributions for activities implemented before the end of work date (Clause 21). Costs relating to contracts due for execution only after the end of work are not eligible.

31.1.2.3 If ECMWF does not receive the report within the deadline, only costs and contributions which are included in an approved periodic report will be taken into account (no costs/contributions if no periodic report was ever approved).

31.1.2.4 Improper termination may lead to a grant reduction (Clause 27).

31.1.2.5 After termination, the Beneficiaries' obligations (in particular Clauses 13 (Confidentiality and Security), 15 (Intellectual Property Rights), 16 (Communication, Dissemination and Visibility), 20 (Reporting), 24 (Checks, Reviews, Audits and Investigations), 25 (Impact Evaluation), 26 (Rejections of Costs and Contributions), 27 (Grant Reduction) and 40 (Assignment of Claims for Payment against ECMWF) continue to apply.

31.2 Consortium-Requested Beneficiary Termination

31.2.1 Conditions and Procedure

31.2.1.1 The Coordinator may request the termination of the participation of one or more Beneficiaries, on request of the Beneficiary concerned or on behalf of the other Beneficiaries.

31.2.1.2 The Coordinator must submit a request for **amendment** (Clause 37), with:

a) the reasons why

b) the opinion of the Beneficiary concerned (or proof that this opinion has been requested in writing)

c) the date the Beneficiary ends work on the Action ('end of work date')

d) the date the termination takes effect ('termination date'); this date must be after the date of the submission of the amendment request.

31.2.1.3 If the termination concerns the Coordinator and is done without its agreement, the amendment request must be submitted by another Beneficiary (acting on behalf of the Consortium).

31.2.1.4 The termination will **take effect** on the termination date specified in the amendment.

31.2.1.5 If no information is given or if ECMWF considers that the reasons do not justify termination, it may consider the Beneficiary to have been terminated improperly.

31.2.2 Effects

31.2.2.1 The Coordinator must — within 60 days from when termination takes effect — submit:

a) a **report on the distribution of payments** to the Beneficiary concerned

b) a **termination report** from the Beneficiary concerned, for the open reporting period until termination, containing an overview of the progress of the work, the financial statement, the explanation on the use of resources, if required, and, if applicable, the certificate on the financial statement (CFS; see Clauses 20 and 23.1 and Data Sheet, Point 4.3)

c) a second **request for amendment** (Clause 37) with other amendments needed (e.g. reallocation of the tasks and the estimated budget of the terminated Beneficiary; addition of a new Beneficiary to replace the terminated Beneficiary; change of Coordinator, etc.).

31.2.2.2 ECMWF will calculate the amount due to the Beneficiary on the basis of the report submitted and taking into account the costs incurred and contributions for activities implemented before the end of work date (Clause 21). Costs relating to contracts due for execution only after the end of work are not eligible.

31.2.2.3 The information in the termination report must also be included in the periodic report for the next reporting period (Clause 20).

31.2.2.4 If ECMWF does not receive the termination report within the deadline, only costs and contributions which are included in an approved periodic report will be taken into account (no costs/contributions if no periodic report was ever approved).

31.2.2.5 If ECMWF does not receive the report on the distribution of payments within the deadline, it will consider that:

a) the Coordinator did not distribute any payment to the Beneficiary concerned and that

b) the Beneficiary concerned must not repay any amount to the Coordinator.

31.2.2.6 If the second request for amendment is accepted by ECMWF, the Agreement is **amended** to introduce the necessary changes (Clause 37).

31.2.2.7 If the second request for amendment is rejected by ECMWF (because it calls into question the decision awarding the Grant or breaches the principle of equal treatment of applicants), the Grant may be terminated (Clause 31).

31.2.2.8 Improper termination may lead to a reduction of the Grant (Clause 27) or grant termination (Clause 31).

31.2.2.9 After termination, the concerned Beneficiary's obligations (in particular Clauses 13 (Confidentiality and Security), 15 (Intellectual Property Rights), 16 (Communication, Dissemination and Visibility), 20 (Reporting), 24 (Checks, Reviews, Audits and Investigations), 25 (Impact Evaluation), 26 (Rejections of Costs and Contributions), 27 (Grant Reduction) and 40 (Assignment of Claims for Payment against ECMWF) continue to apply.

31.3 ECMWF-Initiated Agreement or Beneficiary Termination

31.3.1 Conditions

ECMWF may terminate the Grant or the participation of one or more Beneficiaries, if:

(a) one or more Beneficiaries do not accede to the Agreement (Clause 38)

(b) a change to the Action or the legal, financial, technical, organisational or ownership situation of a Beneficiary is likely to substantially affect the implementation of the Action or calls into question the decision to award the Grant (including changes linked to one of the exclusion grounds listed in the declaration of honour)

(c) following termination of one or more Beneficiaries, the necessary changes to the Agreement (and their impact on the Action) would call into question the decision awarding the Grant or breach the principle of equal treatment of applicants

(d) implementation of the Action has become impossible or the changes necessary for its continuation would call into question the decision awarding the Grant or breach the principle of equal treatment of applicants

(e) a Beneficiary (or person with unlimited liability for its debts) is subject to bankruptcy proceedings or similar (including insolvency, winding-up, administration by a liquidator or court, arrangement with creditors, suspension of business activities, etc.)

(f) a Beneficiary (or person with unlimited liability for its debts) is in breach of social security or tax obligations

(g) a Beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the Grant) has been found guilty of Grave professional misconduct

(h) a Beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the Grant) has committed Fraud or Corruption

(i) a Beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the Grant) was created under a different jurisdiction with the intent to circumvent fiscal, social or other legal obligations in the country of origin (or created another entity with this purpose)

(j) a Beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the Grant) has committed:

(i) Substantial Errors, Irregularities or Fraud or

(ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the Action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of security rules (if applicable), etc.)

(k) a Beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the Grant), an Associated Partner or a Subcontractor is involved in conduct not in compliance with Clause 17 above, in particular practices inconsistent with Clause 17.1 or activities contrary to Clause 17.2 above.

(l) a Beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the Grant) has committed — in other EU grants awarded to it under similar conditions — Systemic or Recurrent Errors, Irregularities, Fraud or serious breach of obligations that have a material impact on this Grant (extension of findings; see Clause 24.4)

(m) despite a specific request by ECMWF, a Beneficiary does not request — through the Coordinator — an amendment to the Agreement to end the participation of one of its Affiliated Entities or Associated Partners that is in one of the situations under points (d), (f), (e), (g), (h), (i), (j) or (k) and to reallocate its tasks

(n) the Commission notifies ECMWF of a Conditionality Decision stipulating a termination of the legal commitment with a Beneficiary, any other Participants or any third party that receives payment from any of the Participants in connection with the Action as a Concerned Entity.

31.3.2 Procedure

31.3.2.1 Before terminating the Grant or participation of one or more Beneficiaries, ECMWF will send a pre-information letter to the Coordinator or Beneficiary concerned:

a) formally notifying the intention to terminate and the reasons why and

b) requesting observations within 30 days of receiving notification.

31.3.2.2 If ECMWF does not receive observations or decides to pursue the procedure despite the observations it has received, it will confirm the termination and the date it will take effect (confirmation letter). Otherwise, it will formally notify that the procedure is discontinued.

31.3.2.3 For Beneficiary terminations, ECMWF will — at the end of the procedure — also inform the Coordinator.

31.3.2.4 The termination will take effect the day after the confirmation notification is sent (or on a later date specified in the notification; 'termination date').

31.3.2.5 The above-described procedure will not be applicable for the case referred to in Clause 31.3.1(n), where the termination will take effect thirty (30) days from the date of the entry into force of the respective Conditionality Decision as per Clause 18.4.2 above.

31.3.3 Effects

31.3.3.1 for Agreement termination:

a) The Coordinator must — within 60 days from when termination takes effect — submit a periodic report (for the last open reporting period until termination).

b) ECMWF will calculate the final grant amount and final payment on the basis of the report submitted and taking into account the costs incurred and contributions for activities implemented before termination takes effect (Clause 21). Costs relating to contracts due for execution only after termination are not eligible.

c) If the Grant is terminated for breach of the obligation to submit reports, the Coordinator may not submit any report after termination.

d) If ECMWF does not receive the report within the deadline, only costs and contributions which are included in an approved periodic report will be taken into account (no costs/contributions if no periodic report was ever approved).

e) Termination does not affect ECMWF's right to reduce the Grant (Clause 27) or to impose administrative sanctions (Clause 33).

f) The Beneficiaries may not claim damages due to termination by ECMWF (Clause 32).

g) After termination, the Beneficiaries' obligations (in particular Clauses 13 (Confidentiality and Security), 15 (Intellectual Property Rights), 16 (Communication, Dissemination and Visibility), 20 (Reporting), 24 (Checks, Reviews, Audits and Investigations), 25 (Impact Evaluation of Costs and Contributions), 26 (Rejections), 27 (Grant Reduction) and 40 (Assignment of Claims for Payment against ECMWF) continue to apply.

31.3.3.2 for **Beneficiary termination**:

a) The **Coordinator** must — within 60 days from when termination takes effect — submit:

(i) a **report on the distribution of payments** to the Beneficiary concerned

(ii) a **termination report** from the Beneficiary concerned, for the open reporting period until termination, containing an overview of the progress of the work, the financial statement, the explanation on the use of resources, and, if applicable, the certificate on the financial statement (CFS; see Clauses 20 and 23.1 and Data Sheet, Point 4.3)

(iii) a **request for amendment** (Clause 37) with any amendments needed (e.g. reallocation of the tasks and the estimated budget of the terminated Beneficiary; addition of a new Beneficiary to replace the terminated Beneficiary; change of Coordinator, etc.).

b) ECMWF will calculate the amount due to the Beneficiary on the basis of the report submitted and taking into account the costs incurred and contributions for activities implemented before termination takes effect (Clause 21). Costs relating to contracts due for execution only after termination are not eligible.

c) The information in the termination report must also be included in the periodic report for the next reporting period (Clause 20).

d) If ECMWF does not receive the termination report within the deadline, only costs and contributions included in an approved periodic report will be taken into account (no costs/contributions if no periodic report was ever approved).

e) If ECMWF does not receive the report on the distribution of payments within the deadline, it will consider that:

– the Coordinator did not distribute any payment to the Beneficiary concerned and that

– the Beneficiary concerned must not repay any amount to the Coordinator.

f) If the request for amendment is accepted by ECMWF, the Agreement is **amended** to introduce the necessary changes (Clause 37).

g) If the request for amendment is rejected by ECMWF (because it calls into question the decision awarding the Grant or breaches the principle of equal treatment of applicants), the Grant may be terminated (Clause 31).

h) After termination, the concerned Beneficiary's obligations (in particular Clauses 13 (Confidentiality and Security), 15 (Intellectual Property Rights), 16 (Communication, Dissemination and Visibility), 20 (Reporting), 24 (Checks, Reviews, Audits and Investigations), 25 (Impact Evaluation of Costs and Contributions), 26 (Rejections), 27 (Grant Reduction) and 40 (Assignment of Claims for Payment against ECMWF) continue to apply.

Section 3: Other Consequences: Damages and Administrative Sanctions

32. DAMAGES

32.1 Liability towards Third Parties

Each party shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by third parties, in the course of the performance of its tasks or activities under this Agreement. Neither party shall be liable under this Agreement for any activities relevant to the implementation of the Action carried out jointly or separately prior to the entry into force of this Agreement. Each party agrees to indemnify and hold harmless the other party for any claims, relating to damage or injury of any kind which the former party causes to third parties in the performance of its tasks and activities under this Agreement.

32.2 Liability of ECMWF

ECMWF cannot under any circumstances or for any reason whatsoever be held liable for any damage caused to the Beneficiaries, their Affiliated Entities or Associated Partners while the Action is being carried out or as a consequence of the implementation of the Agreement, except for gross negligence or wilful act. ECMWF cannot, therefore, accept any claim for compensation or increases in payment in connection with such damage or injury.

32.3 Liability of the Beneficiaries

32.3.1 The Beneficiaries must compensate ECMWF for any damage it sustains as a result of the implementation of the Action or because the Action was not implemented in full compliance with the Agreement.

32.3.2 The liability does not extend to indirect or consequential losses or similar damage (such as loss of profit, loss of revenue or loss of contracts), provided such damage was not caused by wilful act or by a breach of confidentiality.

33. ADMINISTRATIVE SANCTIONS AND OTHER MEASURES

33.1 Nothing in this Agreement may be construed as preventing the adoption of administrative sanctions (i.e. exclusion from EU award procedures and/or financial penalties) or other public law measures, in addition or as an alternative to the contractual measures provided under this Agreement (see, for instance, Articles 137 to 148 of the Financial Regulation and Articles 4 and 7 of Regulation 2988/95).

Section 4: Force Majeure

34. FORCE MAJEURE

34.1 A party prevented by Force Majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them.

34.2 Any situation constituting Force Majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

34.3 The parties must immediately take all the necessary steps to limit any damage due to Force Majeure and do their best to resume implementation of the Action as soon as possible.

Chapter 6 FINAL PROVISIONS

35. COMMUNICATION BETWEEN THE PARTIES

35.1 Authorised Representatives

The ECMWF Director General will sign this Agreement and may also sign variations of this Agreement for ECMWF. A duly authorised ECMWF representative has the authority to sign variations of this Agreement for ECMWF. The sole positions with authority to sign this Agreement and any variations of the same for the Beneficiaries are listed in Appendix 3 to Annex 1.

35.2 Formal Notices

Formal notices shall be deemed received when delivered by mail, or an email which shall be deemed to be received when it enters the recipient's inbox. The relevant address for **ECMWF** is as follows:

ECMWF

ECMWF Bonn

Robert-Schuman-Platz 3

53173 Bonn

Germany

Attention: The Director General

Email address: SEWA.notices@ecmwf.int

The relevant addresses for the **Beneficiaries** are listed in Appendix 3 to Annex 1.

35.3 Grant Officers, Principal Investigators, Project Managers and Other Key Personnel

35.3.1 ECMWF shall have a Grants Officer and the Beneficiaries shall have a Principal Investigator and a Project Manager to represent their interests in day-to-day discussions and meetings. The appointing party may change such appointments from time to time by notice in writing to the other party, provided that in the case of a Beneficiary's Principal Investigator or Project Manager any change shall only be made with the consent of ECMWF (such consent not to be unreasonably withheld).

35.3.2 The contact details of the Grant Officer for **ECMWF** are set out below:

Grant Officer: [contact details]

Alternative contact: [contact details]

35.3.3 The contact details of **ECMWF** Finance for the submission of payment requests is set out below:

ECMWF Finance Section: finance@ecmwf.int

35.3.4 The contact details of the Principal Investigator, Project Manager and other key personnel of the **Beneficiaries** are listed in Appendix 3 to Annex 1.

36. CALCULATION OF PERIODS AND DEADLINES

36.1 In accordance with Regulation No 1182/71, periods expressed in days, months or years are calculated from the moment the triggering event occurs.

36.2 The day during which that event occurs is not considered as falling within the period.

36.3 'Days' means calendar days, not working days.

37. AMENDMENTS

37.1 Conditions

37.1.1 The Agreement may be amended, unless the amendment entails changes to the Agreement which would call into question the decision awarding the Grant or breach the principle of equal treatment of applicants.

37.1.2 Amendments may be requested by any of the parties.

37.2 Procedure

37.2.1 The party requesting an amendment must submit a request for amendment in writing (including via E-Mail) or as agreed otherwise between the Parties in writing.

37.2.2 The Coordinator submits and receives requests for amendment on behalf of the Beneficiaries (see Annex 3). If a change of Coordinator is requested without its agreement, the submission must be done by another Beneficiary (acting on behalf of the other Beneficiaries).

37.2.3 The request for amendment must include:

(a) the reasons why

(b) the appropriate supporting documents and

(c) for a change of Coordinator without its agreement: the opinion of the Coordinator (or proof that this opinion has been requested in writing).

37.2.4 ECMWF may request additional information.

37.2.5 If the party receiving the request agrees, it must sign the amendment in the tool within 45 days of receiving notification (or any additional information ECMWF has requested). If it does not agree, it must formally notify its disagreement within the same deadline. The deadline may be extended, if necessary for the assessment of the request. If no notification is received within the deadline, the request is considered to have been rejected.

37.2.6 An amendment **enters into force** on the day of the signature of the receiving party.

37.2.7 An amendment **takes effect** on the date of entry into force or other date specified in the amendment.

38. ACCESSION AND ADDITION OF NEW BENEFICIARIES

38.1 Accession of the Beneficiaries Mentioned in the Preamble

38.1.1 The Beneficiaries which are not Coordinator must accede to the Grant by signing the accession form (Annex 3) by the application of an authorised signature, by hand or by electronic signature, within 30 days after the entry into force of the Agreement (Clause 42).

38.1.2 They will assume the rights and obligations under the Agreement with effect from the date of its entry into force (Clause 42).

38.1.3 If a Beneficiary does not accede to the Grant within the above deadline, the Coordinator must — within 30 days — request an amendment (Clause 37) to terminate the Beneficiary and make any changes necessary to ensure proper implementation of the Action. This does not affect ECMWF's right to terminate the Grant (Clause 31).

38.2 Addition of New Beneficiaries

38.2.1 In justified cases, the Beneficiaries may request the addition of a new Beneficiary.

38.2.2 For this purpose, the Coordinator must submit a request for amendment in accordance with Clause 37. It must include an accession form (Annex 3) signed by the new Beneficiary authorised representative's signature, by hand or by electronic signature .

38.2.3 New Beneficiaries will assume the rights and obligations under the Agreement with effect from the date of their accession specified in the accession form (Annex 3).

38.2.4 Additions are also possible in mono-beneficiary grants.

39. TRANSFER OF THE AGREEMENT

39.1 In justified cases, the Beneficiary of a mono-beneficiary grant may request the transfer of the Grant to a new Beneficiary, provided that this would not call into question the decision awarding the Grant or breach the principle of equal treatment of applicants.

39.2 The Beneficiary must submit a request for **amendment** (Clause 37), with

(a) the reasons why

(b) the accession form (Annex 3) signed by the new Beneficiary and

(c) additional supporting documents (if required by ECMWF).

39.3 The new Beneficiary will assume the rights and obligations under the Agreement with effect from the date of accession specified in the accession form (Annex 3).

40. ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST ECMWF

40.1 The Beneficiaries may not assign any of their claims for payment against ECMWF to any third party, except if expressly approved in writing by ECMWF on the basis of a reasoned, written request by the Coordinator (on behalf of the Beneficiary concerned).

40.2 If ECMWF has not accepted the assignment or if the terms of it are not observed, the assignment will have no effect on it.

40.3 In no circumstances will an assignment release the Beneficiaries from their obligations towards ECMWF.

41. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

41.1 Unless otherwise agreed in writing, the laws of Germany with the exception of the German conflict of law rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG), shall govern the validity, construction and performance of this Agreement.

41.2 In the event of a dispute arising in connection with this Agreement, it shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce with the exception of Article 28 (2) of the ICC Arbitration Rules (2021) by three (3) arbitrators one each to be appointed by the parties and the third to be appointed in accordance with the said rules, sitting in London, England. The proceedings shall be in the English language and this arbitration agreement shall be governed by the laws of England whereas this Agreement as such is governed by German law in accordance with Clause 41.1. In accordance with the Arbitration Act 1996, the right of appeal by either party to the courts of England and Wales on a question of law arising in the course of any arbitral proceedings including but not limited to sections 18, 44 and 45 of the Arbitration Act 1996 or out of an award made in any arbitral proceedings is hereby agreed to be excluded.

41.3 Nothing in this Agreement shall be considered a waiver of any of the privileges and immunities vested in ECMWF by virtue of the Convention of ECMWF and associated Protocol on Privileges and Immunities including but not limited to immunity from jurisdiction.

42. ENTRY INTO FORCE AND EXPIRY OF THE AGREEMENT

42.1 The Agreement will enter into force on the Effective Date and unless terminated earlier in accordance with Clause 31 above, shall expire automatically on the Expiry Date. The Expiry Date shall be the earlier of:

42.1.1 the date on which ECMWF makes the final payment (payment of the balance) in accordance with Clause 21; or

42.1.2 the date on which ECMWF confirms receipt of any amounts to be recovered following the determination of the final grant amount in accordance with Clause 21; or

42.1.3 31 March 2030.

42.2 For the avoidance of doubt:

42.2.1 The Expiry Date may be later than the end of the duration of the Action under Clause 4, in particular for the purposes of reporting, payment, recovery and compliance with post-completion obligations.

42.2.2 The expiry of this Agreement or its termination shall not affect any rights or obligations of the parties which are expressed or intended to continue after expiry, including those relating to confidentiality, intellectual property rights, use of Results, record-keeping, audits, recoveries and dispute resolution.

Annex 1 DESCRIPTION OF THE ACTION

Appendix 1 to Annex 1 OPERATIONAL CAPACITY OF THE PARTICIPANTS

Appendix 2 to Annex 1 DATA AND INFRASTRUCTURE REQUIREMENTS

Appendix 3 to Annex 1 LIST OF PARTICIPANTS

A. Beneficiaries

1. [legal name of the Coordinator/Beneficiary 1 (short name)], established in [jurisdiction] under [registration number], with address: [legal address], represented by [name of the authorised representative, who is authorised to sign this Agreement and variations thereof, and send formal notifications under the Agreement]

List of Contacts:

Role	Title	Name and Surname	Email
Authorised Representative			
Principal Investigator			
Project Manager			
Other key personnel [please specify the role]*			
Other key personnel [please specify the role]*			

*Please add/remove lines as needed.

2. Beneficiary 2 [legal name of other Beneficiaries (short name)], established in [jurisdiction] under [registration number], with address: [legal address], represented by [name of the authorised representative, who is authorised to sign this Agreement and variations thereof and send notifications under the Agreement]

List of Contacts:

Role	Title	Name and Surname	Email
Authorised Representative			
Principal Investigator			
Project Manager			
Other key personnel [please specify the role]*			

Other key personnel [please specify the role]*			

3. Beneficiary 3: [legal name of other Beneficiaries (short name)], established in [jurisdiction] under [registration number], with address: [legal address], represented by [name of the authorised representative, who is authorised to sign this Agreement and variations thereof and send notifications under the Agreement]

List of Contacts:

Role	Title	Name and Surname	Email
Authorised Representative			
Principal Investigator			
Project Manager			
Other key personnel [please specify the role]*			
Other key personnel [please specify the role]*			

4. ....

B. Affiliated Entities

1. [legal name (short name)] (Affiliated Entity of [legal name (short name)] of the respective Beneficiary]), established in [jurisdiction] under [registration number], with address: [legal address], represented by [name of the authorised representative]

List of Contacts:

Role	Title	Name and Surname	Email
Authorised Representative			
Principal Investigator			
Project Manager			

Other key personnel [please specify the role]*			
Other key personnel [please specify the role]*			

2. [legal name (short name)] (Affiliated Entity of [legal name (short name)] of the respective Beneficiary]), established in [jurisdiction] under [registration number], with address: [legal address], represented by [name of the authorised representative]

List of Contacts:

Role	Title	Name and Surname	Email
Authorised Representative			
Principal Investigator			
Project Manager			
Other key personnel [please specify the role]*			
Other key personnel [please specify the role]*			

[legal name (short name)] (Affiliated Entity of [legal name (short name)] of the respective Beneficiary]), established in [jurisdiction] under [registration number], with address: [legal address], represented by [name of the authorised representative]

List of Contacts:

Role	Title	Name and Surname	Email
Authorised Representative			
Principal Investigator			
Project Manager			
Other key personnel [please specify the role]*			

Other key personnel [please specify the role]*			

C. Associated Partners

1. [legal name (short name)] (Associated Partner of [legal name (short name)] of the respective Beneficiary]), established in [jurisdiction] under [registration number], with address: [legal address], represented by [name of the authorised representative]

List of Contacts:

Role	Title	Name and Surname	Email
Authorised Representative			
Principal Investigator			
Project Manager			
Other key personnel [please specify the role]*			
Other key personnel [please specify the role]*			

2. [legal name (short name)] (Associated Partner of [legal name (short name)] of the respective Beneficiary]), established in [jurisdiction] under [registration number], with address: [legal address], represented by [name of the authorised representative]

List of Contacts:

Role	Title	Name and Surname	Email
Authorised Representative			
Principal Investigator			
Project Manager			
Other key personnel [please specify the role]*			

Other key personnel [please specify the role]*			

3. [legal name (short name)] (Associated Partner of [legal name (short name)] of the respective Beneficiary]), established in [jurisdiction] under [registration number], with address: [legal address], represented by [name of the authorised representative]

List of Contacts:

Role	Title	Name and Surname	Email
Authorised Representative			
Principal Investigator			
Project Manager			
Other key personnel [please specify the role]*			
Other key personnel [please specify the role]*			

D. Subcontractors

1. [legal name (short name)] (Subcontractor of [legal name (short name)] of the respective Beneficiary]), established in [jurisdiction] under [registration number], with address: [legal address], represented by [name of the authorised representative]

2. [legal name (short name)] (Subcontractor of [legal name (short name)] of the respective Beneficiary]), established in [jurisdiction] under [registration number], with address: [legal address], represented by [name of the authorised representative]

3. ….

Appendix 4 to Annex 1 LIST OF BACKGROUND

According to the Agreement (Clause 1.2.1) Background is defined as "data, know-how or information (…) that is (…) needed to implement the Action or use the Results or Deliverables". Further to Clause 15.5.2 of the Agreement, the Beneficiaries must give each other and the other Participants access to the Background identified as needed for the implementing the Action. To this effect, each Beneficiary must establish a list of Background, specifying the rights owners (Clause 15.5.6 of the Agreement). This is the purpose of this Appendix 4 to Annex 1.

The Beneficiaries acknowledge the licence granted by virtue of Clause 15.5.3 of the Agreement to ECMWF over any Background (regardless whether it is included in this list or not) where any Result or Deliverable incorporates and/or is dependent upon a continued association with such Background.

PARTY 1

As to [NAME OF THE PARTY], it is agreed between the parties that, to the best of their knowledge, [insert the relevant option here].

[Option 1 start]

in addition to the data specified in Appendix 2, the following Background is hereby identified and agreed upon for the Action. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Owner of the Background	If the owner of Background is a third party, please include specific restrictions and/or conditions for the dissemination of any part of the Results or Deliverables, if any (Clause 15.5.4 of the Agreement)

[Option 1 end]

[Option 2 start]

Option 2: No Background of [NAME OF THE PARTY] is needed for the implementation of the Action.

[Option 2 end]

This represents the status at the time of signature of this Agreement.

[Same for PARTY 2, PARTY 3, etc]

Annex 2 ESTIMATED BUDGET

Participant	***WP1***	***WP2***	***WP3***	***WP4***	***WP5***	***WP6***	***WP7***	***WP8***	***WP9***	***WP10***	***WP11***	***WP12***	***WP13***	***Total***
Coordinator														0
AE to CO														
AE1														0
AE1 TO AE1														
BE2														0
AE2 TO BE2														
BE3														0
AE3 TO BE3														
BE4														0
AE4 TO BE4														
BE5														0
AE5 TO BE5														
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Please add or remove columns and rows as necessary

Annex 3 ACCESSION FORM FOR BENEFICIARIES

[Name (short name) of new Coordinator/(new) Beneficiary], established in [jurisdiction] under [registration number], with address: [legal address], represented by [name of the authorised representative, who is authorised to sign this Agreement and variations thereof, and send formal notifications under the Agreement]

hereby agrees

to become [(new)Beneficiary/new Coordinator]

in ECMWF Grant Agreement [project number] – [project title] ('the Agreement')

[OPTION for (new) Beneficiaries which are NOT Coordinator: **and mandates**

the Coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Clause 37.]

By signing this accession form, the Beneficiary accepts the Grant and agrees to [OPTION for new Coordinators: take on the obligations and role of Coordinator and to] implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out [OPTION for new Beneficiaries/Coordinators: as from [date]/[date of the signature of the accession form]/[date of entry into force of the amendment] ('**accession date**') [additional OPTION for change of Beneficiary due to partial takeover: and with joint and several liability for undue amounts paid to [insert short name of former Beneficiary](i.e. recoveries)]— if ECMWF agrees with the request for amendment.

Beneficiaries which enter in the context of a partial transfer of rights and obligations (PTRO; 'partial takeover') acknowledge and accept that they may be held jointly and severally liable for undue amounts paid to the Beneficiary they replace (i.e. recoveries).].

SIGNATURE

For the [Beneficiary/new Beneficiary/new Coordinator]
[function/forename/surname]
[signature]
Done in [English] on [date]

Annex 3a DECLARATION ON JOINT AND SEVERAL LIABILITY OF AFFILIATED ENTITIES

(*To be filled in and signed by the Affiliated Entity, by the application of an authorised signature, by hand or by electronic signature sent to their Beneficiary and provided to ECMWF during Grant preparation)*

[AE legal name (short name)], established in [jurisdiction] under [registration number], with address: [legal address], represented by [name of the authorised representative] ('**the Affiliated Entity**'),
linked to beneficiary [BEN legal name (short name)] as [describe the link between the given Affiliate Entity and the respective Beneficiary], established in [jurisdiction] under [registration number], with address: [legal address], represented by [name of the authorised representative] ('**the Beneficiary**'),

hereby accepts joint and several liability with the Beneficiary

for any amount owed to ECMWF by the Beneficiary under Grant Agreement [insert agreement number] — [insert title], up to the maximum grant amount indicated, for the Affiliated Entity, in the estimated budget (see Annex 2).

The Affiliated Entity irrevocably and unconditionally agrees to pay amounts requested under this declaration to ECMWF, immediately and at first demand.

The Affiliated Entity waives all rights of objection and defence based on arguments relating to the validity or effects of the Grant Agreement.

This guarantee is governed by the law of Germany. Disputes must be brought in accordance with Clause 41.2 of this Agreement.

SIGNATURE
For the Affiliated Entity

[forename/surname/function]

[signature]
[date] [stamp]

Annex 4 PAYMENT REQUEST

Request for Payment for Grant Agreement

<Date of the payment request >

For the attention of

Finance Section

ECMWF

Robert-Schuman-Platz 3

53175 Bonn

Germany

Call ID: [insert Call ID]

Reference number of the Grant Agreement: [insert the reference number of the Grant Agreement]

Title of the Grant Agreement: [insert the title of the Grant Agreement]

Name and legal address of the Coordinator: [insert the name and address of the Coordinator]

Payment request number: [insert the number provided by ECMWF for payment requests submitted under the respective Grant Agreement]

Payment request type: [initial/additional pre-prefinancing payment][interim payment for the reporting period 1 or 2][final payment]

Dear Sir/Madam,

I hereby request [initial/additional pre-financing payment] [interim payment of the reporting period 1 or 2] [final payment] under the Grant Agreement mentioned above.

The amount requested is [EUR].

[Please find attached the following supporting documents:

- narrative and financial report from Month XX to Month XY of the Project (for additional pre-financing payments, as well as interim and final payments)
- a forecast budget for the subsequent reporting period (for additional pre-financing payments)]

Clarification: No supporting documents are required for initial pre-financing payment. Do not include the previous paragraph and delete this clarification from the payment request for initial pre-financing payment.

The payment should be made to the following bank account of the Coordinator: As included in the Coordinator's Financial Identification Form

Declaration on honour

I hereby certify that the information contained in this payment request is full, reliable and true, and is substantiated by adequate supporting documents that can be checked.

I hereby certify that the costs have been declared in accordance with the Grant Agreement and that they can be considered as eligible in accordance with the Grant Agreement.

Yours faithfully,

[Signature]

Annex 5 PERSONAL DATA PROTECTION

This Annex 5 deals with the Processing of Personal Data under the Agreement. In case of a conflict between the terms and conditions of the Agreement and this Annex, the terms and conditions set out in this Annex shall prevail.

In this , the following the following words and phrases shall have the following meanings except where the context requires otherwise:

"Adequacy"	means a decision of the European Commission under Article 45(3) of the General Data Protection Regulation 2016/679/EU [or adequacy regulations under Article 45(3) of the UK GDPR and section 17A of the UK's Data Protection Act 2018];
"Data Protection Law"	means the General Data Protection Regulation 2016/679/EU, the UK GDPR and the UK's Data Protection Act 2018, and any alternative data protection Law applicable to the Contractor;
"Data Subject"	means a natural person to whom Personal Data relates;
"Personal Data"	means any information relating to a natural person, who can be identified from or by way of that information;
"Process or Processing"	means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;
"Processor"	means any natural or legal person who Processes Personal Data on behalf of ECMWF;
"Special Category Data"	means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data for the purposes of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation;
"Standard Contractual Clauses"	means clauses adopted or approved by the European Commission under Article 46 of the General Data Protection Regulation 2016/679/EU [or standard data protection clauses specified by the Secretary of State under Article 46 of the UK GDPR and section 17C or issued by the Commissioner under Article 46 of the UK GDPR and section 119A of the UK's Data Protection Act 2018]; and
"UK GDPR"	means the GDPR as it applies in UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018.

1. Data Protection

Where the Processing of Personal Data by the Beneficiaries is required under this Agreement, the Beneficiary concerned shall Process Personal Data as a Processor.

The Beneficiaries shall Process Personal Data in accordance with applicable Data Protection Law during the Term of this Agreement.

The Personal Data to be Processed by the Beneficiaries in accordance with this Agreement is as described in Appendix 1 to this Annex ("the **Data**").

The Beneficiaries shall Process the Data for the purposes described in Appendix 1 ("the **Permitted Purpose**") and strictly in accordance with the documented instructions of ECMWF, except where otherwise required by any law applicable to the Beneficiaries. In no event shall the Beneficiaries process the Data for its own purposes or those of any third party. Where any law applicable to the Beneficiaries precludes the Beneficiaries from processing the data in accordance with the documented instructions of ECMWF, the Beneficiaries shall notify ECMWF, unless the law in question precludes the Beneficiaries from so doing.

The Beneficiaries shall not transfer the Data (nor permit the Data to be transferred to or accessed from) outside of the European Economic Area or the UK unless (i) they have first obtained ECMWF's prior written consent; and (ii) it takes such measures as are necessary to ensure the transfer is in compliance with Data Protection Law. Such measures may include (without limitation) transferring the Data to a recipient in a country on the basis of Adequacy, or to a recipient that has executed Standard Contractual Clauses.

The Beneficiaries shall implement appropriate technical and organisational measures to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data (a "**Security Incident**"). At a minimum, such measures shall include the measures identified in Appendix 2.

The Beneficiaries shall provide all reasonable and timely assistance (including by appropriate technical and organisational measures) to ECMWF (at the Beneficiaries' own expense) to enable ECMWF to respond to: (i) any request from a Data Subject to exercise any of its rights (including its rights of access, correction, objection and erasure, as applicable); and (ii) any other correspondence, enquiry or complaint received from a Data Subject or other third party in connection with the Processing of the Data. In the event that any such request, correspondence, enquiry or complaint is made directly to the Beneficiaries, the Beneficiaries shall promptly inform ECMWF's Data Protection Officer, providing full details of the same. ECMWF's Data Protection Officer can be reached as follows: pii-protection-officer@ecmwf.int or ECMWF PII Protection Officer; ECMWF, Shinfield Park, Reading, RG2 9AX, United Kingdom.

Upon becoming aware of a Security Incident, the Beneficiaries shall inform ECMWF without undue delay and shall provide all such timely information and cooperation as ECMWF may require. The Beneficiaries shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Security Incident and shall keep ECMWF informed of all developments in connection with the Security Incident.

Unless provided otherwise in the Agreement, including but not limited to the provisions of Clause 19, upon termination or expiry of this Agreement, the Beneficiaries shall (at ECMWF's election) destroy or return to ECMWF all Data (including all copies of the Data) in its possession or control (including any Data sub-contracted to a third party for Processing). This requirement shall not apply to the extent that the Beneficiaries are required by any EU (or any EU Member State) or other

national law to retain some or all of the Data, in which event the Beneficiaries shall isolate and protect the Data from any further Processing except to the extent required by such law until deletion is possible.

The Beneficiaries shall permit ECMWF (or its appointed third party auditors) to audit the Beneficiaries' compliance with this Clause, and shall make available to ECMWF all information, systems and staff necessary for ECMWF (or its third party auditors) to conduct such audit. The Beneficiaries acknowledge that ECMWF (or its third party auditors) may enter their premises for the purposes of conducting this audit, provided that ECMWF gives it reasonable prior notice of its intention to audit, conducts its audit during normal business hours, and takes all reasonable measures to prevent unnecessary disruption to the Beneficiaries' operations. ECMWF will not exercise its audit rights more than once in any twelve (12) calendar month period, except if ECMWF believes a further audit is necessary due to a Security Incident suffered by the Beneficiaries.

2. Sub-processing

The Beneficiaries shall not sub-contract any Processing of the Data to a third party sub-processor without the prior written consent of ECMWF.

If it appears to ECMWF that the implementation of the Action is being disrupted by the acts or omissions of a sub-processor or that its qualifications, resources or the service it provides are no longer satisfactory, ECMWF shall have the right to make a reasoned request for its replacement as soon as possible.

Appendix 1 to Annex 5 DATA PROCESSING DESCRIPTION

This Appendix 1 forms part of the Agreement and describes the Processing that the Beneficiaries will perform on behalf of ECMWF.

ECMWF

ECMWF Processes Data in the course of its activities as a research institute and an operational service, providing global numerical weather predictions. As part of those activities ECMWF collects Personal Data of staff and business contacts.

Beneficiaries

The Beneficiaries are [please specify briefly the Beneficiaries' activities relevant to the processing]:

Categories of Data Subjects

The Data to be Processed concern the following categories of Data Subjects [please specify]:

- ECMWF's business partners
- Data relating to ECMWF's staff
- Business contact details of ECMWF's partners
- Staff of the Beneficiaries, and when applicable other Participants

Categories of Data

The Data to be Processed concern the following categories [please specify]:

- Business contact details of ECMWF's partners including name and corporate title, email addresses, telephone numbers, business address

Special Category Data (if appropriate)

The Data to be Processed concern the following Special Category Data [please specify]:

Duration of the Processing

The duration of the Processing is for the Term of the Agreement.

Nature of the Processing

The Data will be subject to the following Processing activities: [add here the type of operations performed as part of the processing (for example storing, recording, archiving etc)]

Purpose of the Processing:

[insert]

Appendix 2 to Annex 5 MINIMUM SECURITY MEASURES

[List any minimum security measures here.]

Appendix 3 to Annex 5 APPROVED SUB-PROCESSORS

[List any approved sub-processors here.]

Name	Processing	Territory(ies)

Annex 6 LOGOS







ECMWF LOGO:



The ECMWF logo in all sizes and resolutions can be download here: https://www.flickr.com/photos/ecmwf/27334491032/in/photolist-HDspS9

In all usage allow a minimum of space around the logo, roughly equivalent to the size of the logo's letter 'M' (at the size the logo is used)



For more detailed guidance on the ECMWF logo use and layout contact ECMWF Communications at pressoffice@ecmwf.int.

GLOBAL GATEWAY LOGO:



The Global Gateway logo file (multiple formats) and guidance is available on: https://international-partnerships.ec.europa.eu/policies/global-gateway/communication-resources_en