



REQUEST FOR PROPOSAL

ECMWF/RFP/2026/420

FOR

**PROVISION OF AUDIT CERTIFICATION FOR FINANCIAL
STATEMENTS SUBMITTED UNDER EC HORIZON FUNDED ACTIVITIES
AT
ECMWF**

ISSUED BY:
ECMWF
Administration Department
Procurement Section
Date: 13 October 2026
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1 INSTRUCTIONS TO PROPOSERS

1.1 Introduction

This Request for Proposal (RFP) has been prepared by the European Centre for Medium-Range Weather Forecasts, (governed by its Convention and associated Protocol on Privileges and Immunities which came into force on 1 November 1975 and was amended on 6 June 2010) ("ECMWF") for the purposes of obtaining proposals from suppliers for provision of Audit Certification for Financial Statements submitted under EC Horizon funded activities at ECMWF.

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

Introduction to ECMWF

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

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

1.2 Background to the project

The background to this RFP is described in Annex 1.

1.3 Confidentiality

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

ECMWF reserves the right to retain all documents submitted by respondents in response to the RFP. Any information in such documents that is proprietary and confidential to the respondent will be handled confidentially by ECMWF provided it is clearly and specifically identified as such. Such obligation shall not apply if such information is or was obtained from other sources that do not bind ECMWF as to confidentiality or if the information is in the public domain. ECMWF may make responses available for evaluation purposes to authorised people including its governing body, committees, and professional advisers in addition to ECMWF's own personnel under the same conditions of confidentiality.

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

1.4 Enquiries and contact procedure

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

Contact name: Procurement at ECMWF

E-mail: procurement@ecmwf.int

The subject of the email must be: **“Clarification to RFP/2026/420”**

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

1.5 Timetable for procurement

ECMWF envisages the following timetable for this RFP:

RFP issuance date	13 October 2026
Final date/time for receipt by ECMWF of clarification questions	22 October 2026
Date by which clarification questions will be answered	28 October 2026
Closing date/time for submission of responses	9 November 2026, 10:00 AM UK time
Evaluation of proposals by ECMWF	9 – 20 November 2026
Negotiations with one or more Proposers	20 – 30 November 2026
Contract signature and start of work	4 December 2026

1.6 Submission of responses

The respondent must submit their response to RFP420@ecmwf.int as an email with attachments containing its complete response to this RFP including its response to Annexes 1, 2, 3 and 4. The attachments must contain a printable version of the response in Microsoft Word format, Rich Text Format (RTF) or Adobe Portable Document Format (PDF) and in Microsoft Excel format for any spreadsheets. The email should confirm that the response has been submitted by a duly authorised director or senior officer of the respondent.

The subject of the email must be: **“Response to RFP/2026/420”**

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

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

1.7 Timeliness of response

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

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

1.8 Costs of preparation of response

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

1.9 Evaluation method and selection criteria

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

Evaluation criteria	Weighting
Horizon Europe / H2020 CFS experience:	30%
Proposed approach and understanding of the requirements	20%
Quality of resources	10%
Price	40%

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

1.10 Warnings/disclaimers

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

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

While ECMWF has taken all reasonable steps to ensure, as at the date of this document, that the facts which are contained in this RFP are true and accurate in all material respects, ECMWF does not make any

representation or warranty as to the accuracy or completeness or otherwise of this RFP, or the reasonableness of any assumptions on which this document may be based. ECMWF accepts no liability to respondents whatsoever and however arising and whether resulting from the use of this RFP, or any omissions from or deficiencies in this document.

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

1.11 Validity

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

1.12 Diversity and inclusion

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

2 SCOPE OF SERVICE REQUIREMENTS

See Annex 1.

3 REQUIRED INFORMATION

3.1 Summary

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

3.2 Company and contact details

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

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

3.3 Track record, customers and references

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

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

3.4 Staff resources

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

3.5 Commercial arrangements

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

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

3.6 Responses to the Specification of Requirements

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

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

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

3.7 Terms and Conditions

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

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

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

3.8 Conflict of Interest

Respondents are required to inform ECMWF of any circumstances that could reasonably be perceived as a conflict of interest. This includes, but is not limited to, situations in which a current or former ECMWF official, or any individual engaged under a contract with ECMWF, has any professional, financial interest in, or personal ties to, the supplier's (or sub-contractor's) organisation or maintains any form of connection that may give rise to such a perception. Please disclose any such circumstances with your response or confirm "none" if none is applicable.

3.9 Additional matters

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

Annex 1: Specification of Requirements

1 Background

1.1 EU framework programme context

ECMWF participates in projects funded under the Horizon Europe Framework Programme.

Under the rules currently applicable to Horizon Europe, beneficiaries and affiliated entities are required to obtain a Certificate on the Financial Statements (“CFS”) when the cumulative amount of EU funding claimed on the basis of actual costs and other eligible cost categories exceeds the applicable threshold, currently EUR 430,000.

The purpose of the CFS is to provide the European Commission or other granting authority with an independent report of factual findings regarding the eligibility of costs and, where applicable, revenues declared under the relevant Grant Agreement.

Under Horizon Europe, a CFS engagement is an Agreed-Upon Procedures (“AUP”) engagement that must be performed by an independent and suitably qualified external auditor in accordance with the applicable Terms of Reference and procedures prescribed by the European Commission. The engagement is not an assurance engagement and does not require the auditor to express an audit opinion.

The requirements set out in this Specification reflect the rules and procedures currently applicable under Horizon Europe. The name, scope, thresholds, procedures, templates and reporting requirements applicable under any future EU framework programme may differ.

1.2 Future EU framework programmes

The Services are currently expected to relate primarily to projects funded under Horizon Europe.

During the Contract, ECMWF may also require similar audit certification services in connection with a successor or other future EU framework programme. Any such engagement shall be subject to the rules, procedures and documentation applicable to that programme at the relevant time.

Where the requirements of a future EU framework programme materially differ from the Horizon Europe requirements described in this Specification, ECMWF and the Contractor shall agree the scope, timetable, deliverables and price of the relevant engagement before the work is undertaken.

1.3 Contract duration

The Contract shall have an initial duration of three (3) years, with the option for ECMWF to extend it for up to two (2) additional periods of one (1) year each.

Any extension shall be at ECMWF’s discretion and subject to satisfactory performance, continued requirements and the availability of funding.

1.4 Anticipated number of engagements

ECMWF currently anticipates that nine Horizon Europe projects will require a CFS during 2027, with a further seven projects expected to require a CFS between 2028 and 2031.

Additional CFS engagements may be required during the maximum Contract period, including any extensions. These figures are indicative only. The exact number and timing of engagements will depend on project expenditure levels, reporting schedules and the exercise of any Contract extension options.

Since 2023, ECMWF has commissioned CFS engagements for nine Horizon Europe projects. These engagements have been completed remotely by external audit firms.

1.5 Examples of relevant projects

For general context, examples of the types of research projects in which ECMWF participates are available on ECMWF's research projects webpage: <https://www.ecmwf.int/en/research/projects>.

The information on this webpage is provided for background purposes only. Not every project listed will necessarily require a CFS, and the requirements of each engagement will depend on the relevant Grant Agreement and applicable reporting requirements.

1.6 Typical project characteristics and volumes

The size and composition of each project will vary. For context:

- current projects involve an average of approximately five staff members, typically ranging from two to ten;
- projects generally comprise two to three reporting periods;
- approximately 95% of eligible project expenditure relates to personnel costs;
- travel and other direct-cost transactions are generally limited in number; and
- current projects do not generally include subcontracting, equipment or internally invoiced goods and services, although this cannot be ruled out entirely.

Sample sizes are determined by the applicable Agreed-Upon Procedures issued by the European Commission. In general, outside of personnel, no more than ten sampled items are expected per cost category.

2 Objectives and scope

2.1 Objective

For Horizon Europe engagements, the objective of the CFS is to provide the European Commission or other granting authority with an independent report of factual findings on costs and, where applicable, revenues declared under the relevant Grant Agreement.

The engagement enables the granting authority to assess whether the costs and revenues reported by ECMWF comply with the applicable financial and eligibility conditions.

For any engagement relating to a future EU framework programme, the objective shall be determined by the rules of that programme and the relevant Grant Agreement or funding agreement.

2.2 Scope of each engagement

For Horizon Europe engagements, the scope comprises the performance of the AUP established by the European Commission for the CFS, as set out in Annex 3.

The Auditor shall examine and verify the relevant costs and revenues declared by ECMWF, including, where applicable:

- personnel costs;
- subcontracting costs;
- purchase costs;
- travel costs;
- equipment costs;
- internally invoiced goods and services;
- indirect costs; and
- any other relevant cost categories.

For any engagement relating to a future EU framework programme, the scope shall be determined by the rules, Terms of Reference and prescribed procedures applicable to that programme at the relevant time.

2.3 Required procedures

For Horizon Europe engagements, the work shall include, as applicable:

- testing the eligibility and accuracy of declared costs;
- verifying the existence and adequacy of supporting documentation;
- checking consistency with ECMWF's accounting records;
- verifying the allocation of costs to the relevant project;
- checking compliance with applicable procurement requirements;
- checking compliance with conflict-of-interest requirements; and
- verifying compliance with the relevant Grant Agreement and AUP.

For engagements relating to a future EU framework programme, the Auditor shall perform the procedures prescribed under that programme. The applicable procedures, cost categories, sampling requirements and supporting documentation may differ from those applying under Horizon Europe.

3 Auditor requirements

3.1 Qualification, authorisation and independence

The successful Tenderer shall be an independent and suitably qualified external auditor or audit firm authorised to perform the required engagements under applicable national legislation.

The Auditor shall maintain all qualifications, professional authorisations and registrations necessary to perform the Services throughout the duration of the Contract.

The Auditor shall remain independent of ECMWF and free from any actual or perceived conflict of interest throughout each engagement and shall promptly inform ECMWF of any circumstances that may affect, or may reasonably be perceived as affecting, its independence or ability to perform the Services objectively.

3.2 Professional standards

For Horizon Europe engagements, the Auditor shall perform the Services in accordance with:

- the applicable Horizon Europe CFS Terms of Reference;
- the AUP prescribed by the European Commission;
- International Standard on Related Services 4400 (Revised), Agreed-Upon Procedures Engagements;

- the International Code of Ethics for Professional Accountants, including applicable independence requirements; and
- applicable quality-management standards.

For any engagement relating to a future EU framework programme, the Auditor shall also comply with the professional standards, Terms of Reference, procedures and other requirements applicable to that programme at the time of the engagement.

4 Performance of the engagements

4.1 Responsibilities of the Auditor

For each engagement, the Auditor shall be responsible for:

- planning and performing the required procedures;
- selecting and testing samples where applicable;
- reviewing the supporting documentation provided by ECMWF;
- documenting the procedures performed and the factual findings identified;
- raising questions and requests for additional information in a timely manner;
- discussing and resolving factual matters with ECMWF;
- completing the reports, certificates, checklists, templates and other prescribed documentation; and
- delivering the final signed certificate and associated outputs by the agreed deadline.

For Horizon Europe engagements, the prescribed Terms of Reference, checklist and report template shall be used without modification. For any future EU framework programme, the Auditor shall use the documentation prescribed under that programme.

4.2 Working arrangements

Engagements are expected to be performed remotely. ECMWF will provide the information and supporting documentation reasonably required to perform the applicable procedures. The nature and volume of the documentation will depend on the relevant project, cost categories, prescribed procedures and applicable sample sizes.

Communication and the exchange of documents will normally take place by email and secure electronic file sharing. No fixed number of meetings is envisaged for each engagement, but meetings may be arranged where necessary to clarify information, discuss findings or support completion of the work.

Site visits are not normally required. Where the Auditor considers that a site visit is necessary for the proper performance of an engagement, this may be proposed subject to ECMWF's prior written agreement.

5 Deliverables and timetable

5.1 Deliverables

For each Horizon Europe engagement, the Auditor shall provide:

- the completed CFS report;
- the completed AUP checklist;
- a clear record of the procedures performed and factual findings identified;
- details of any exceptions or matters requiring action by ECMWF;

- any supporting documentation required by the prescribed CFS template; and
- the final signed CFS in the format required by the European Commission or other granting authority.

For an engagement relating to a future EU framework programme, the required deliverables shall be determined by the applicable programme rules and agreed with ECMWF before the engagement begins.

5.2 Delivery deadline

Under Horizon Europe, ECMWF is required to submit its final financial report, including the CFS, to the European Commission or other granting authority within 60 days of the relevant project end date.

For Horizon Europe engagements, the Auditor shall therefore normally complete and return the final signed CFS and associated outputs within approximately 50 calendar days of the project end date, unless a different deadline is agreed for the relevant engagement.

The reporting and delivery deadlines applicable to a future EU framework programme may differ. For any such engagement, the Auditor shall deliver the required outputs within the timeframe agreed with ECMWF, taking account of the applicable programme requirements.

In all cases, the Auditor shall raise any outstanding questions, missing information or potential delays sufficiently early to enable ECMWF to meet the applicable reporting deadline.

6 Applicable documents

6.1 Horizon Europe engagements

For Horizon Europe engagements:

- Annex 3 contains the applicable CFS template, Terms of Reference and AUP; and
- Annex 4 provides additional ECMWF-specific information on the practical application of the procedures, including typical project characteristics, cost categories, supporting documentation and anticipated sample volumes.

The Auditor shall use the prescribed documentation without modification, unless otherwise authorised by the European Commission or other relevant granting authority.

6.2 Future EU framework programmes

The documents provided in Annexes 3 and 4 reflect the requirements and circumstances currently applicable under Horizon Europe.

For an engagement relating to a future EU framework programme, ECMWF will provide or identify the applicable programme documentation when the engagement is commissioned. This may include different Terms of Reference, procedures, certificates, templates, sampling requirements and reporting deadlines.

The scope and pricing of any materially different requirements shall be agreed before the relevant work is undertaken.

7 PRICING TEMPLATE

Tenderers shall complete the following Pricing Template and identify the resources proposed for delivery of the requirements. Tenderers shall clearly specify the currency (£ or €) used for all prices and rates quoted in their proposal. All prices shall be exclusive of VAT.

The fixed price for each CFS engagement shall include all costs associated with its delivery.

Tenderers shall explain how any exceptionally required and pre-approved site visit to ECMWF's HQ in Reading, UK would be priced, including any applicable travel and subsistence costs.

Tenderers shall provide details of any proposed price indexation during the initial contract period or any extension period. Tenderers shall also identify any discounts available, including volume discounts or discounts applicable where multiple CFS engagements are commissioned.

Fixed Price per CFS Engagement

Item	Unit Price in £ or € (please specify)
Certificate on the Financial Statements (CFS) engagement for one Horizon Europe project	
Additional CFS engagement for a similar project	

Additional Services (rates only):

Role	Day rate in £ or € based on 8hr day
e.g. L1_Partner / Director	
e.g. L2_Audit Manager	
e.g. L3_Senior Auditor	
e.g. L4_Auditor	
Other/s	

ANNEX 1: TERMS AND CONDITIONS OF CONTRACT

CONTRACT FOR PROCUREMENT

ECMWF/RFP/2026/xxx

for

THE PROVISION OF *SUBJECT OF REQUEST* TO ECMWF

The Contract consists of

ANNEX 1: ECMWF's Terms and Conditions of Contract - Services

ANNEX 2: the Contractor's Proposal

ANNEX 3: ECMWF/RFP/ xxx for [brief description of services].

[ANNEX 4: ECMWF's Acceptance Letter - if applicable]

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

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

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

by and between

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

and

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

(the Contractor),

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

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

Signed for and on behalf of ECMWF

Signed for and on behalf of the Contractor

YOU ARE NOT REQUIRED TO SIGN THIS AS PART OF YOUR RESPONSE

However, you should confirm your agreement to the Terms and Conditions in accordance with para 3.7 of the Request for Proposal

By XXXXX

by (name): _____

Its Director of XXXXXXXXXX

Its: _____

Addresses for contract notices:

For ECMWF

For the Contractor

Director of XXXXXXXX

ECMWF

Shinfield Park

READING

Berkshire

RG2 9AX

United Kingdom

TERMS AND CONDITIONS OF CONTRACT - SERVICES

1 INTRODUCTION AND DEFINITIONS

- 1.1 These Terms and Conditions ("T&C") shall apply to the procurement of any intangible beneficial function (e.g. advice, consultancy or some form of specialist activity) which is not ancillary to the supply of goods. These T&C shall also apply to any tangible items (e.g. documents, datasets and other materials) which are provided by the supplier or its agents, contractors or employees, as part of or in association with the function ("Deliverables"). In these T&C, the function and the Deliverables shall be referred to collectively as the "Services".
- 1.2 ECMWF and the person or entity whose offer is accepted by ECMWF ("Contractor") are "Parties" to these T&C. No third party is entitled to claim any rights under these T&C.
- 1.3 No variation of these T&C shall be valid unless it is confirmed in writing by authorised signatories of both Parties.

2 SUPPLY OF SERVICES

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

- provide such information to the Contractor as the Contractor may reasonably request and ECMWF considers reasonably necessary for the purpose of providing the Services.

3 PRICE, CURRENCY, AND VAT

- 3.1 Unless otherwise agreed the total price payable by ECMWF shall remain fixed for the duration of the Contract, not be subject to any adjustment on the basis of the Contractor's cost experience in performing the contract, and must contain all charges, disbursements, ancillary costs and fees e.g. for accompanying licences.
- 3.2 The currency of the Request shall be in pounds sterling (£). The Contractor's prices shall be quoted in pounds sterling. The Contractor's invoices shall be submitted in pounds sterling. Payments by ECMWF to the Contractor shall be made in pounds sterling.
- 3.3 The Contractor shall take all necessary steps to facilitate ECMWF's exemption resulting from its Protocol on Privileges and Immunities from taxes, including VAT, and customs duties which might otherwise be payable in relation to the Goods. It will do so by carrying out the necessary formalities so as to bring about the exemption from taxes and duties which might otherwise be levied on the expenses it will incur, before it submits the invoice to ECMWF; and by complying with all necessary formalities so that ECMWF itself may be exempt from paying such taxes and duties. For these purposes, it shall request the necessary instructions from ECMWF and provide in due time the information which ECMWF requires.
- 3.4 ECMWF will not pay any other taxes or duties relating to the Goods. The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative customs charges or other governmental assessments or charges that are applicable to the performance of this Contract. It is each Party's responsibility to inform itself of its liabilities in each country where such liabilities may arise.

4 INVOICING AND PAYMENT

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

5 KEY PERSONNEL AND PERSONNEL

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

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

6 CALL-OFF CONTRACT

- 6.1 In certain cases, meeting the initial Request may require more than one order. The award of a Contract based upon one such order does in no way limit ECMWF's right to invite new bidders for future orders under the same or a similar Request.
- 6.2 In such cases, the Contractor agrees that ECMWF may order further Services following the initial acquisition under the Contract and at the Price specified in the Contract or the Price in a quotation in response to a Request, as appropriate.

7 WARRANTY REMEDIES; TERMINATION

- 7.1 If the Services are not performed in accordance with Clause 2.3 and the Contractor fails to correct any breach in due time, ECMWF shall be entitled to avail itself of any one or more of the following remedies at its discretion: (a) to rescind or suspend the Contract with immediate effect; (b) to refuse to accept any further Service performance and to source alternatives without any liability to ECMWF; (c) to carry out at the Contractor's expense any work necessary to make the Services comply with the Contract; and (d) to claim such damages as may have been sustained in consequence of the Contractor's breach of Contract; and (e) to reclaim any advance payments ECMWF may have made; and (f) to offset any such claims for damages or refunds against any outstanding portion of the price.
- 7.2 ECMWF may resort to any one or more of the remedies stipulated in Clause 7.1, mutatis mutandis and with immediate effect upon written notification, if it comes to the conclusion:
- That the Contractor has committed errors, irregularities, fraud or breaches of other obligations under the Contract; or
 - That the Contractor is involved in any legal proceedings concerning its solvency, or ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt, or enters into liquidation whether compulsory or voluntary (other than for the purposes of an amalgamation or reconstruction) or makes an arrangement with its creditors or the Contractor is placed into administration or has an administrator, receiver or manager appointed over all or any part of its assets or generally becomes unable to pay its debts; or is acquired by or merged with any third party.
- 7.3 It is left to the Contractor to provide evidence to rebut ECMWF's conclusions. ECMWF may take timely rebuttals into account, reconsider the remedies, or enter into negotiations with the Contractor.

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

8 FORCE MAJEURE

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

9 CONSEQUENCES OF TERMINATION

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

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 ECMWF shall own the Deliverables and all intellectual property rights in the Deliverables.
- 10.2 Clause 10.1 does not apply to the Contractor's pre-existing intellectual property rights or rights that the Contractor may have developed or acquired independently of the performance of his obligations under these T&C. In such cases, the Contractor grants ECMWF a free, non-exclusive, irrevocable, worldwide, transferable, sub-licensable and time unlimited licence to use all such intellectual property rights as are necessary for the use of the Services and in particular the Deliverables, including for their maintenance, modification, and replacement by or on behalf of ECMWF. The Contractor warrants to be entitled to grant such a licence.
- 10.3 Ownership of the Deliverables shall be fully and irrevocably acquired by ECMWF under the Contract from the moment they are accepted by ECMWF as being in compliance with the Contractor's obligations under the Contract, particularly with Article 2 of these T&C. ECMWF shall notify the Contractor in due time if it does not accept the Deliverables. If so, it shall notify the Contractor and, if necessary, return the Deliverables immediately.

11 INDEMNITY

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

12 PUBLICITY & CONFIDENTIALITY

- 12.1 The Contractor may not use ECMWF's name for advertisement, reference or publicity purposes without ECMWF's prior written consent.
- 12.2 If either party learns of confidential or proprietary information of the other party, it may not disclose such information without prior written consent of the other party. This obligation will survive the expiry or termination of the Contract for a period of five (5) years or until such earlier time as the confidential information concerned reaches the public domain other than through the receiving party's own default.
- 12.3 Either Party shall keep all of the other Party's confidential technical or commercial know-how, specifications, inventions, processes, or trade secrets ("Confidential Information") in strict confidence, unless otherwise is required by law or any regulatory authority. This obligation applies to the Parties' affiliates or Member States, their employees, agents, or sub-contractors. Each Party shall only disclose such Confidential Information to those affiliates' or Member States' employees, agents, or sub-contractors who need to know it for the purpose of discharging the disclosing Party's obligations under the Contract. Each Party must assure that all such recipients of Confidential Information comply with the obligations set out in this Clause. This Clause 12.3 shall survive the termination of the Contract.

13 INSURANCE

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

14 PERSONAL DATA

- 14.1 Where the processing of personal data by the Contractor is required under the Contract, the Contractor shall process personal data in accordance with the General Data Protection Regulation 2016/679/EU ("GDPR"), as amended, and any other data protection law applicable to the Contractor ("Data Protection Law") during the term of this Contract. If the Contractor processes personal data outside the European Economic Area ("EEA"), or allows such personal data to be accessed from outside the EEA, it shall do so in a manner which satisfies applicable Data Protection Law for the implementation of adequate safeguards for transfers of personal data to third countries not subject to an adequacy decision of the European Commission (e.g. under an agreement between the Contractor and the third-country recipient organisation using European Commission approved Model Contract Clauses or, in the case of the United States of America, covered by the Commission approved "Privacy Shield" or any subsequent similar arrangement).
- 14.2 The Contractor shall implement appropriate technical and organisational measures to ensure the security of personal data processed pursuant to this Contract. Upon termination or expiry of this Contract or upon ECMWF's request, the Contractor shall either delete or return to ECMWF all personal data processed under this Contract, unless Data Protection Law requires otherwise.
- 14.3 If so required under applicable Data Protection Law, the Contractor shall designate a Data Protection Officer ("DPO") and supply appropriate contact details of its DPO to ECMWF and the data subjects. ECMWF may publish that information through its websites for use by the data subjects, whose personal data is processed by the Contractor. The Contractor shall promptly report to ECMWF any change to the identity of the Contractor's DPO.
- 14.4 The Contractor shall, without delay, pass on to the DPO of ECMWF any requests or complaints made by data subjects relating to the processing of their personal data in the exercise of their rights under applicable Data Protection Law. The Contractor shall provide, free of charge, all support necessary for ECMWF to respond to and/ or fulfil all such requests and complaints.
- 14.5 The Contractor shall notify ECMWF of any security incidents, events or weaknesses (e.g. data breaches or suspected data breaches) impacting or capable of impacting the security of personal data processed under the Contract.
- 14.6 The Contractor shall process, or permit to be processed, personal data only for the purposes of performing its obligations under the Contract and shall ensure that personnel of the Contractor is subject to an obligation of confidentiality in respect of the processing of personal data under the Contract.
- 14.7 ECMWF, an 'international organization' under Chapter V of the GDPR, shall comply with its own policies and procedures in respect of the protection of personally identifiable information, notably the Policy for Personally Identifiable Information Protection, as amended. ECMWF's DPO can be reached as follows: pii-protection-officer@ecmwf.int or ECMWF PII Protection Officer; ECMWF, Shinfield Park, Reading, RG2 9AX, United Kingdom.

15 RECOVERY

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

16 GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1 The parties shall attempt to settle any dispute between them in an amicable manner and, if unsuccessful, first refer the dispute to proceedings under the International Chamber of Commerce's (ICC) Mediation Rules. If the dispute has not been settled pursuant to the said Rules within 45 days following the filing of a request for mediation or within such other period as the Parties may agree in writing, such dispute shall thereafter be finally settled under the ICC Rules of Arbitration by three (3) arbitrators appointed in accordance with the said Rules of Arbitration. The Place of Mediation and Arbitration shall be London, England. The proceedings shall be in the English language.
- 16.2 Nothing in the Contract shall be considered a waiver of any of the privileges and immunities vested in ECMWF by virtue of its Convention and Protocol.
- 16.3 Recourse to regular courts of law, also in cases of injunctive relief, is excluded.
- 16.4 It is the intention of the Parties that these T&C shall comprehensively govern the legal relations between the Parties, without interference or contradiction by any unspecified law. Without prejudice to ECMWF's status as an Intergovernmental Organization, reference shall be made to the substantive Laws of England and Wales where:
- A matter is not specifically covered by these T&C; or
 - A provision of these T&C is ambiguous or unclear.

17 MISCELLANEOUS

- 17.1 The Contractor may not sub-contract or assign any of its obligations under the Contract except with ECMWF's express written permission and upon the basis of specific terms, provided by ECMWF, to apply as between the Contractor and its sub-contractor or assignee.
- 17.2 No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.
- 17.3 If any provisions of these T&C are or subsequently become invalid for any reason, the remaining provisions shall remain in full force and effect.
- 17.4 All documents to be furnished or communications to be given or made under this Contract shall be in the English language or, if in another language, shall be accompanied by a translation into English certified by the Contractor, which translation shall be the governing version between the Contractor and ECMWF.