

CO-OPERATION AGREEMENT BETWEEN THE REPUBLIC OF BULGARIA AND THE EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS

Considering that the Government of the Republic of Bulgaria wishes in accordance with international meteorological traditions to co-operate with the European Centre for Medium-Range Weather Forecasts (hereinafter referred to as the Centre), for eventual accession to the Convention establishing the European Centre for Medium-Range Weather Forecasts, when the amended Convention comes into force;

As provided for by Article 3 of the Convention establishing the European Centre for Medium-Range Weather Forecasts (hereinafter referred to as the Convention);

The Government of the Republic of Bulgaria and the Centre, (hereinafter referred to as "the Parties"), have agreed as follows:

Article 1

Being in full agreement with the objectives of the Centre as defined in Article 2 of the Convention, the Government of the Republic of Bulgaria shall make available to the Centre meteorological observations made or collected by Government agencies or institutions, as required.

Article 2

The Republic of Bulgaria shall be granted, free of charge, for its own requirements in the field of weather forecasting, a non-exclusive licence and any other non-exclusive rights of use in respect of industrial property rights, computer programs and technical information which result from work carried out pursuant to the Convention and which belong to the Centre.

Article 3

The Government of the Republic of Bulgaria will adhere to the rules and guidelines governing the use of the industrial property rights, computer programs and technical information belonging to the Centre, the distribution of results from the Centre's work and the dissemination of the Centre's products, as the Council of the Centre may specify them. Unless otherwise specified such rules and guidelines shall be those which apply to the Member States.

Article 4

The privileges and immunities, which staff or officials of the Centre enjoy in the territory of the Republic of Bulgaria, are determined in the Annex and shall form an integral part of this Co- operation Agreement.

Article 5

The results of the studies and research provided for in Article 2 (1) (a) and (c) and the data referred to in Article 2 (1) (b) and (d) of the Convention will be made available to the meteorological office of the Republic of Bulgaria in the same form as to the meteorological offices of the Member States.

Article 6

The Centre shall not incur any expenses in connection with the submission of its meteorological products to the Government of the Republic of Bulgaria or with the establishment or maintenance of a telecommunication link between the Centre and the Republic of Bulgaria.

Article 7

The Republic of Bulgaria shall have access to the training facilities of the Centre under the same selection procedure as applies to the Member States of the Centre. The Centre shall not incur any expenses in relation to the travel and subsistence costs of trainees from the Republic of Bulgaria.

Article 8

8.1 The annual contribution of the Republic of Bulgaria to the Centre shall be one half of the contribution that the Republic of Bulgaria would have to pay under the provisions of Article 13 (1) of the Convention were it a Member State.

8.2 The annual contribution of the Republic of Bulgaria to the Centre shall be paid in accordance with Articles 12 and 13 of the Convention as if the Republic of Bulgaria were a Member State. One half of the annual contribution shall be paid before 20 January and the remaining half before 1 June of the financial year concerned.

8.3 In the event of the Government of the Republic of Bulgaria requesting special services not provided for in this Co-operation Agreement, the Republic of Bulgaria and the Centre shall enter into an additional agreement which shall lay down the terms and conditions of implementation, the nature of any possible contribution and the remuneration for the services rendered.

8.4 If the amount of its unpaid contributions exceeds the amount of the contributions due from it under Article 8.1 of this Co-operation Agreement for the current financial year and for the preceding financial year, the Republic of Bulgaria shall lose its right to representation on the Advisory Committee of Co-operating States (ACCS), and the results of the studies and research provided for in Article 2(1)(a) and (c) and the data referred to in Article 2(1)(b) and (d) of the Convention will no longer be made available to the meteorological office of the Republic of Bulgaria.

Article 9

With regard to the single additional contribution provided for by Article 13(3), second sub paragraph, of the Convention, the Republic of Bulgaria shall pay a similar contribution which shall be one half of the amount that the Republic of Bulgaria would have to pay were it a Member State, but shall make a contribution only for expenditure incurred by the Centre for the ten-year period immediately prior to this Co-operation Agreement coming into force; the amount to be reduced by an amount corresponding to the operational costs of the Centre during that period.

Article 10

The single additional contribution from the Republic of Bulgaria shall be paid in five instalments, 20% of the contribution being paid before the end of the financial year in which this Co-operation Agreement is concluded and 20% in each of the four subsequent financial years.

Article 11

11.1 With regard to representation at sessions of the Council and its Advisory Committees, the Republic of Bulgaria shall be a member of the ACCS.

11.2 The ACCS shall be invited to be represented at sessions of the Council and its relevant Advisory Committees by the ACCS Chairperson.

Article 12

12.1 Any dispute between the parties concerning the interpretation or the application of the provisions of this or any additional agreement subsequently entered into, which cannot be settled through direct negotiation, shall be referred to arbitration on the request of either of the parties unless the parties agree within three months on another form of settlement. The arbitration procedure shall be in accordance with the provisions of paragraphs 12.2 and 12.3 of this Article.

12.2 Each party shall appoint one member of the arbitration tribunal within two months from the date on which the request referred to in paragraph 12.1 is received. These members shall, within two months of the appointment of the second member, appoint a third member who shall be the chairman of the tribunal, and who shall not be a national of the Republic of Bulgaria. If the appointment of any of the three members of the tribunal has not been made within the prescribed period, it shall be made by the President of the International Court of Justice at the request of one of the parties.

12.3 The arbitration tribunal shall take decisions by a majority. Its decisions shall bind the parties to the dispute and no appeal shall lie against its awards. Each party shall bear the costs of the member of the tribunal appointed by it and those relating to its representation at proceedings before the tribunal. Each party shall bear an equal share of the costs relating to the chairman of the tribunal and any other expenses, unless the tribunal decides otherwise. The tribunal shall determine its other rules of procedure.

Article 13

13.1 Where prevented by “force majeure” affecting the performance of the obligations of a party under this Co-operation Agreement, such party shall not be responsible for delay or failure of any kind, and the time for performance shall be extended, where appropriate, by a period equivalent to that during which performance is so prevented.

13.2 For the purposes of this Co-operation Agreement “force majeure” shall mean any cause beyond the control of the party whose performance is thereby affected.

Article 14

14.1 Either party shall be entitled to suspend and/or terminate this Co-operation Agreement if:

- a. the other party shall have committed a material breach (or a series of breaches together amounting to a material breach) of its obligations under this Co-operation Agreement and shall have failed, if such a breach is capable of remedy, to have remedied such breach within 30 days of being given notice by the first party so to do; or
- b. armed conflict, whether or not including war, insurrection or acts of terrorism, shall have prevented or, in the opinion of the Centre, endangered the safe and uninterrupted supply of products and services by the Centre under this Cooperation Agreement; or
- c. the Centre is dissolved.

14.2 Any suspension pursuant to paragraph 14.1 shall become effective, unless otherwise agreed, immediately upon the service of notice in writing by the party entitled to serve it. All payments due and payable prior to the date of such suspension shall immediately become payable.

14.3 Either party shall be entitled to terminate this Co-operation Agreement by notice in writing, without cause and without any breach having occurred, with effect from the date specified in paragraph 14.4.

14.4 Any termination pursuant to Articles 14.1 or 14.2 shall become effective, unless otherwise agreed, at the end of the second financial year following the year during which notice is given, or in the case of a termination by reason of the dissolution of the Centre, on the effective date of such dissolution. Subject to the provisions of paragraph 14.2, all obligations of the parties under this Co-operation Agreement shall remain in place up to the effective date of such termination.

Article 15

The Co-operation Agreement shall enter into force on the date of the receipt by the Centre of the written notice through diplomatic channels that the Republic of Bulgaria has completed its internal procedures necessary for the entry into force of the Agreement.

This Agreement is drawn up in two copies, in the English and Bulgarian languages, each text being equally authentic. In the case of any dispute as to the meaning or interpretation of this Agreement, then the English version shall prevail.

In witness whereof, the undersigned being duly authorised, have signed this Agreement.

Done and signed in two originals, one for each Party to this Agreement.

**For The Government
of the Republic of Bulgaria**

**For The European Centre For
Medium-Range Weather Forecasts**

Professor Nikola Sabotinov
President
Bulgarian Academy of Science

Dominique Marbouty
Director
European Centre for
Medium-Range Weather Forecasts

Annex

Privileges and Immunities, which staff or officials of the Centre enjoy in the territory of the Republic of Bulgaria

Paragraph 1

1.1 Within the scope of its official activities, the Centre shall have immunity from jurisdiction and execution except:

- to the extent that, by decision of the Council, the Centre waives it in a particular case. However, the Centre shall be deemed to have waived this immunity if, upon receiving a request to waive immunity submitted by the national authority before which the case is brought or by the opposing party, it has not given notice, within fifteen days after receipt of the request, that it does not waive such immunity;
- in respect of an enforcement of an arbitration award made under Article 12 of this Co-operation Agreement.

1.2 In any dispute involving staff or an official of the Centre for whom immunity from jurisdiction is claimed under Paragraphs 2 or 3 under this Annex, the responsibility of the Centre shall be substituted for that of the staff or official concerned.

1.3 Subject to Paragraph 1.1, the Centre's property and assets wherever situated shall be immune from any form of administrative or provisional judicial constraint such as requisition, confiscation, expropriation or attachment.

Paragraph 2

The staff of the Centre shall enjoy, within the limits provided for in this Co-operation Agreement, the following privileges, immunities and facilities:

2.1 immunity from jurisdiction, even after they have left the service of the Centre, in, respect of acts, including words spoken or written, performed by them in their official capacity and within the limits of their authority;

2.2 exemption from all obligations in respect of military service;

2.3 inviolability for all their official papers and documents;

2.4 together with members of their families forming part of their households, the same exceptions regarding measures restricting immigration and governing aliens' registration as are normally accorded to staff of international organizations;

2.5 the same privileges in respect of monetary and exchange regulations as are normally accorded to staff of international organizations;

2.6 together with members of their families forming part of their households, the same facilities as regards repatriation in time of international crisis as are normally accorded to staff of international organizations;

2.7 the right to import free of duty furniture and personal effects at the time of taking up a post for a period of at least one year in the State concerned and the right on the termination of their functions in the said State to export free of duty furniture and personal effects, subject in both cases to the conditions considered

necessary by the Government of the State in whose territory the right is exercised and with the exception of property acquired in that State and subject to an export prohibition therein.

Paragraph 3

Experts who are not staff members and who perform duties at the Centre or who carry out missions on its behalf, shall enjoy, while performing their duties or while on missions and during journeys made in the course of such duties or missions, the following privileges, immunities and facilities to the extent that they are necessary for the performance of their duties or for the accomplishment of their missions:

3.1 immunity from jurisdiction, even after they have left the service of the Centre, in respect of acts, including words spoken and written, performed by them in their capacity as officials and within the limits of their authority;

3.2 inviolability for all their official papers and documents;

3.3 the same customs facilities as regards their personal luggage and the same privileges in respect of currency and exchange regulations as are accorded to persons sent by foreign Governments on temporary official missions.

Paragraph 4

4.1 Subject to the conditions and following the procedure laid down in the Convention and by the Council, the staff of the Centre shall be subject to a tax for the benefit of the Centre on salaries, wages and emoluments paid by the Centre. From the date on which this tax is applied such salaries, wages and emoluments shall be exempt from national income tax, the Member States retaining the right to take such salaries, wages and emoluments into account when assessing the amount of taxation to be applied to income from other sources.

4.2 Paragraph 4.1 shall not apply to pensions and similar payments paid by the Centre.

Paragraph 5

5.1 The privileges, immunities and facilities provided for in this Co-operation Agreement are granted solely in the interests of the Centre and of the Republic of Bulgaria, and not for the personal advantage of those enjoying them.

5.2 The competent authorities have not only the right but also the duty to waive immunity where such immunity is impeding the course of justice and where it can be waived without prejudicing the purposes for which it was accorded.

5.3 The competent authorities referred to in Paragraph 5.2 are:

- the Government of the Republic of Bulgaria, in the case of its representatives;
- the Council, in the case of the Director;
- the Director, in the case of other staff and officials within the meaning of Paragraph 3.