

**CO-OPERATION AGREEMENT
BETWEEN THE EUROPEAN CENTRE FOR MEDIUM-RANGE
WEATHER FORECASTS AND
THE CHINA METEOROLOGICAL ADMINISTRATION**

The European Centre for Medium-Range Weather Forecasts (ECMWF), an intergovernmental organisation, established by a Convention, represented by its Director-General, and the China Meteorological Administration (CMA), the national meteorological service of the People's Republic of China, represented by its Administrator (hereinafter referred to as 'the Parties'),

CONSIDERING the mutual interest of the Parties in collaboration in the field of numerical weather prediction;

RECOGNISING that the Parties share experience regarding development of numerical prediction systems;

RECOGNISING the value of ECMWF's numerical weather predictions in the Asian region;

RECOGNISING that ECMWF, together with CMA, demonstrate the utility of CMA's Earth observation satellite data and contribute to their validation;

RECALLING that CMA's Earth observation data make positive contributions to ECMWF's Integrated Forecasting System;

RECOGNISING that the Parties share the benefit from improved satellite data from instruments on board Fengyun Satellites and equivalent instruments from Europe and the US;

NOTING that CMA uses forecasts from ECMWF's Integrated Forecasting System and wishes to contribute to its development;

Have agreed as follows:

Article I Purpose

The purpose of this agreement is to establish a framework for co-operation between the Parties for mutual benefit, particularly in the field of numerical weather prediction. This will be achieved by:

1. Collaborating on the research and development of the Parties' numerical prediction systems;
2. Joint planning of co-operative research and development activities of benefit to both organisations;
3. CMA using forecasts from the ECMWF Integrated Forecasting System as an input to their operational forecasting products;
4. CMA providing regular feedback to ECMWF on the performance of ECMWF's numerical predictions, particularly in the Asian region;
5. CMA taking due account of ECMWF's requirements for operational use of data in relevant programmes of CMA;
6. ECMWF validating data quality of CMA's relevant Earth observation satellites;
7. CMA, by providing access to observational data, enable ECMWF to provide feedback on the utilization of CMA's data;
8. The Parties jointly designing and conducting Observing System Experiments (OSEs) to assess the added value of CMA's satellites;
9. The Parties jointly developing the algorithm and software to characterise the satellite observing system biases and improve the data quality;
10. CMA giving ECMWF early access to new satellite earth observation data to jointly ensure scientific and algorithmic readiness for early exploitation of the data in the numerical forecasting systems;
11. The Parties sharing experiences in the management of high-performance computers and supporting systems;

12. The Parties co-operating in the area of training related to numerical prediction and of making use of forecast products;
13. Cooperating in other areas as may be mutually arranged between the Parties.

Article II Implementation of the Co-operation

The co-operation shall be carried out through implementing arrangements covering specific activities. The implementing arrangements shall cover the tasks and responsibilities, including financial provisions, of each of the Parties. The implementing arrangements shall identify the availability of the resources required to complete the activities. They shall also describe managerial, technical and operational interfaces between the respective activities and the detailed roles and responsibilities of the Parties.

The Parties will consult each other with regard to matters of common interest and agree to hold bilateral meetings at least once every two calendar years to review the cooperative activities under this Agreement, proposing potential areas of cooperation.

Article III Points of Contact

The Director-General of ECMWF and the CMA Administrator will nominate their respective points of contact for the execution of this co-operation agreement and for each specific implementing arrangement under it.

The points of contact shall in particular coordinate actions relating to the implementation of the present Agreement and take measures to facilitate further development of cooperative activities. Such points of contact shall be the ordinary channels for the Parties' communication of proposals for co-operative actions.

Article IV Exchange of Information and Data

The Parties shall keep each other informed about developments in the research and operational aspects, for instance through the

transmission of technical and scientific reports and notes, consistent with their respective rules on the dissemination of information and data.

Each Party shall provide the other Party with all information and data necessary for the co-operation and the implementation of the activities agreed under the present Agreement, subject to its own data policy and rules on the dissemination of information and data.

Article V Funding

Unless otherwise provided for in an implementing arrangement, each Party shall bear its own costs of discharging work to be done by it for the implementation of the present Agreement and each implementing arrangement, in accordance with its own rules and regulations and without exchange of funds.

Article VI Rights and Properties

Each Party shall retain full ownership and all utilisation rights of its respective data, products and information exchanged under this Agreement and shall be entitled to protect such data, products and information from unauthorised use. Each Party shall, in accordance with its own rules and procedures, administer or retain the property and commercial rights of all software, equipment and documentation which it has financed and developed within the framework of its own activities under the present Agreement.

Implementing arrangements between the Parties may require specific provisions for joint developments made for the purpose of this Agreement.

When one Party furnishes products, data or information to the other, the receiving Party shall respect the intellectual property rights of the other Party and ensure the confidentiality of such products, data or information. Special measures that need, in the view of the furnishing Party, to be taken in order to achieve this level of protection shall be subject to mutual agreement.

Each Party agrees, when distributing products, data or information of the other Party, to acknowledge the furnishing Party as the source of

such products, data or information.

Article VII Data Policy

Data and services generated under the present Agreement shall be owned by the originating Party and shall be made available by the originating Party to all interested scientific and operational users, in accordance with the data policy of the Party originating them and entitled to establish the conditions of access.

Information and data exchanged in pursuance of the present Agreement shall not be disclosed to third parties nor used for commercial purposes, except with the prior approval of, and on the conditions agreed between the Parties.

Article VIII Exchange of Personnel

An exchange of personnel may be undertaken as required to pursue the co-operation activities, to be defined through a dedicated implementing arrangement.

Such personnel shall not change their administrative status towards their respective employers and the employment conditions of the parent organisation will remain applicable to them. They shall remain under the authority of the employing Party and accomplish work as defined by that Party. They shall, however, for the day-to-day matters work under the authority of the Head of the host organisation and the working conditions of the host organisation shall apply to them.

Article IX Public relations and information

Each Party shall undertake to coordinate with the other its own or joint public relations activities related to the subjects covered by the present Agreement. In all relevant media activities, the role of each Party shall be clearly identified and mentioned.

Article X Liability

The Parties agree that, with respect to the activities undertaken pursuant to this Agreement, a Party shall not make a claim against the

other Party with respect to injury to persons or damage to property caused by the other Party or its employees or contractors or any person acting on its behalf, whatever the legal basis for such claims including but not limited to breach of contract, tort (including negligence) or any other claim.

Furthermore, the application and utilisation of information or deliverables exchanged in pursuance of this Agreement shall confer no liability on the Party from which such information or deliverable originated.

The waiver of liability in this Article shall not apply to:

- Claims between a Party and its employees or contractors;
- Claims with regard to intellectual property rights;
- Claims for damage caused by wilful misconduct or gross negligence
- Claims made by a natural person, his/her estate, survivors, or subrogees for injury or death of such natural person.

Neither Party commits to the continuity or availability of any products, data or information covered by this Agreement nor makes any warranty as to the quality or suitability for any purpose of such products, data or information, all of which are provided on an “as is” basis.

Article XI Settlement of disputes

Any dispute which may arise regarding the interpretation or application of the present Agreement which it has not been possible to resolve by direct negotiation or any other method shall be referred to arbitration in accordance with the Optional Rules for Arbitration of the Permanent Court of Arbitration, involving international organisations and states. Three arbitrators shall be appointed and the proceedings shall be conducted in English.

Article XII Amendments

This Agreement may be modified by mutual consent. The Party wishing to amend a provision of this Agreement shall notify the other Party in writing. Any amendment shall enter into force when each Party

has notified the other in writing of its acceptance of the said amendment in accordance with its own procedure.

Article XIII Entry into force and duration

The present Agreement will come into effect on the date of signature and remain in effect for a period of five years but within this period may be terminated earlier, without liability, at the expiration of ninety days after one Party gives written notice to the other Party of its intention to terminate this Agreement.

This Agreement may be amended, supplemented or extended as arranged in writing between the two Parties.

The termination of this Agreement will not affect the validity or duration of specific co-operative activities or specific implementing arrangements being undertaken hereunder, unless mutually arranged otherwise between the Parties.

Neither Party shall transfer its rights or obligations under this Agreement to a third party.

In witness whereof, the undersigned, duly authorized, hereby sign the present Agreement.

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

For and on behalf of

The European Centre
for Medium-Range
Weather Forecasts

Director-General

Professor Alan Thorpe


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In.....*Reading*.....

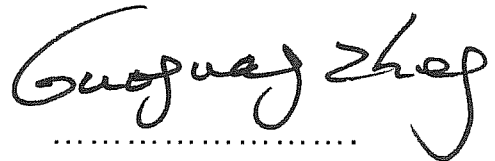
on.....*27 January 2014*.....

For and on behalf of

The China Meteorological
Administration

Administrator

Dr. ZHENG Guoguang


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In.....*Beijing*.....

on.....*21 January 2014*.....