

CO-OPERATION AGREEMENT BETWEEN THE

EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS

AND THE

NATIONAL WEATHER SERVICE

AND

OFFICE OF OCEANIC AND ATMOSPHERIC RESEARCH

OF THE

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

UNITED STATES DEPARTMENT OF COMMERCE

The European Centre for Medium-Range Weather Forecasts (ECMWF), an intergovernmental organisation, established by a Convention, represented by its Director-General, and the National Weather Service (NWS) and the Office of Oceanic and Atmospheric Research (OAR) of the National Oceanic and Atmospheric Administration, United States Department of Commerce, represented by their Directors (hereinafter referred to as 'the Participants'),

CONSIDERING the mutual interest of the Participants in collaboration in the field of numerical weather prediction and oceanic and atmospheric research;

RECOGNISING that the Participants share experience regarding development of numerical prediction systems, the use of observations in these systems, and weather and climate research;

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

RECOGNISING that ECMWF, together with the US NWS and OAR, demonstrate the utility of the US National Oceanic and Atmospheric Administration (NOAA)'s Earth observation data and contribute to their validation and calibration;

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

NOTING that the NWS, OAR and ECMWF have a long standing history of knowledge sharing and communication;

Intend to cooperate as follows:

Article I Purpose

The purpose of this Agreement is to establish a framework for co-operation between the Participants for mutual benefit, particularly in numerical prediction systems, the use of observations in these systems, and weather and climate research. This may be achieved by:

- Collaborating on the research and development of the Participants' numerical prediction systems and the use of observations in these systems;
- Joint planning of co-operative research and development activities of benefit to both organisations;
- The NWS using forecasts from the ECMWF Integrated Forecasting System as an input to their operational forecasting products;
- NOAA providing regular feedback to ECMWF on the performance of ECMWF's numerical predictions, particularly in the North American region;
- NOAA taking due account of ECMWF's requirements for operational use of NOAA's Earth observation data in relevant NOAA programmes;
- ECMWF providing feedback on the utilization of NOAA's Earth observation data;
- The Participants sharing experiences in the management of high-performance computers and supporting systems;
- The Participants co-operating in the area of training related to numerical prediction, making use of forecast products, and research related to weather and climate;
- Co-operating in other areas as may be mutually arranged between the Participants.

Article II Implementation of the Co-operation

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

respective activities, terms of use of any information shared among the Participants, and the detailed roles and responsibilities of the Participants.

The Participants may hold bilateral meetings at least once every two calendar years to review the existing Agreement and discuss potential future modifications.

Article III Points of Contact

ECMWF, NWS, and OAR will identify their respective points of contact for the execution of this Agreement and for each specific implementing arrangement under it.

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

Article IV Exchange of Information and Data

The Participants should inform each other regarding developments in the research and operational aspects within the scope of this Agreement, for instance through the transmission of technical and scientific reports and notes, consistent with their respective rules on the dissemination of information and data.

Article V Funding

Unless otherwise provided for in an implementing arrangement, each Participant is responsible for 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 Participant retains full ownership and all utilisation rights of its respective data, products, and information that are exchanged under this Agreement, and each Participant is entitled to protect such data, products, and information from unauthorised use. Each Participant, in accordance with its own rules and procedures, administers or retains the property and commercial rights to all software, equipment, and documentation that it has financed and developed within the framework of its own activities under the present Agreement.

Implementing arrangements between the Participants may require specific provisions for joint developments.

When one Participant furnishes products, data, or information to another, the receiving Participant is expected to respect the intellectual property rights of the other Participant and ensure the confidentiality of such products, data, or information. Special measures that need, in the view of the furnishing Participant, to be taken in order to achieve this level of protection may be subject to a separate mutual agreement documented in writing.

Each Participant should, when distributing products, data, or information of another Participant, acknowledge the furnishing Participant as the source of such products, data, or information.

Article VII Data Policy

Data and services generated under the present Agreement are owned

by the originating Participant and should be made available by the originating Participant to all interested scientific and operational users, in accordance with the data policy of the Participant originating them and entitled to establish the conditions of access.

Information and data exchanged in pursuance of the present Agreement may not be disclosed to third parties nor used for commercial purposes, except with the prior approval of, and on separate conditions agreed between the Participants, for example, in an implementing arrangement.

Article VIII Exchange of Personnel

Any exchange of personnel undertaken to pursue co-operation activities may be defined through a dedicated implementing arrangement.

Such personnel retain their administrative status towards their respective employers and the employment conditions of the parent organisation remain applicable to them. They remain under the authority of the employing Participant and accomplish work as defined by that Participant. However, for day-to-day matters they work under the authority of the host organisation, and the working arrangements of the host organisation apply to them.

Article IX Public relations and information

Each Participant should undertake to coordinate with the others 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 Participant should be clearly identified and mentioned.

Article X No legal relations or liabilities

The Participants have entered into this Agreement in good faith and intend to cooperate in good faith. However, nothing expressed or implied in this Agreement is intended to create legal relations between the Participants. It is the intention of the Participants that this Agreement will not be governed by or construed in accordance with the laws of any state, nation, international treaty, convention or customary law.

The application and utilisation of information or deliverables exchanged in pursuance of this Agreement is intended to confer no liability on the Participant from which such information or deliverable originated.

None of the Participants 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 that may arise regarding the interpretation or application of this Agreement should be resolved by direct negotiation between the Participants or with the assistance of a neutral mediator, whose appointment must be agreed by the Participants.

It is the intention of the Participants that the courts or tribunals of any state, nation, or international body will not have jurisdiction to entertain any proceedings, undertake any hearing, or make any judgement in respect of this Agreement.

Article XII Amendments

This Agreement may be modified by mutual consent. The Participant wishing to amend a provision of this Agreement should notify the other Participants in writing. Any amendment will be effective when each Participant has notified the others in writing of its acceptance of the said amendment in accordance with its own procedure.

Article XIII Entry date and duration

This Agreement became effective when it was originally signed in January 2015 by ECMWF and NWS. With the addition of OAR as a Participant in January 2018, the Agreement will continue to be effective for a period of five (5) years from the last effective date of signature (January 23, 2015), but within this period may be terminated earlier, without liability, at the expiration of ninety (90) days after any Participant gives written notice to the other Participants of its intention to terminate this Agreement.

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

None of the Participants may transfer its rights or obligations under this Agreement to another party.