ECMWF Procurement
Copernicus Programme & Destination Earth Initiative

INVITATION TO TENDER
ECMWF/ITT/2023/PRO_001

Provision of Audit Services to ECMWF for Third Party Agreements

Volume II:
Specification of Requirements

ISSUED BY:
ECMWF
Administration Department
Procurement Section

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1. Background

1.1. Introduction

This Invitation to Tender (ITT) 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 Tenderers for the provision of audit services to ECMWF for Third Party Agreements.

1.2. Introduction to the European Copernicus Programme

The Copernicus component of the European Union’s Space Programme is an EU-wide flagship programme that aims to support policymakers, businesses and citizens with enhanced environmental information. The programme reached operational status in 2014 and entered its second phase in summer 2021. For the period 2021-2027, a total budget of 5.3 B€ has been allocated to operate Copernicus and support both its space component (in particular the dedicated “Sentinel” satellite missions) and the services.

Copernicus also relies on a strong in situ and ground-based remote-sensing observation component, contributed to directly by European Member States as well as by international research networks. Copernicus benefits from satellite, in situ and ground-based remote-sensing observations provided by the wider international community, and it contributes to and benefits from the building up of the Global Earth Observation System of Systems (GEOSS) and the Global Framework for Climate Services (GFCS). Copernicus contributes to the European Green Deal, which is the overarching guiding document for the EU’s “climate action plan” – a new growth strategy that aims to transform the EU’s economy to ensure a sustainable future. Through the European Green Deal, the European Union will become a resource-efficient and competitive economy where there are no net emissions of greenhouse gases by 2050, economic growth that is decoupled from resource use and where no person and no place is left behind.

Copernicus services provide information drawn from observational data sources and modelling capacities. They address six areas: three are thematic and refer to different components of the Earth-System (land, marine and atmosphere); the three others being “horizontal” or “cross-cutting” in scope (emergency management, security and climate change). The continuous evolution of the Services currently relies on funding from the European Research & Innovation Programme Horizon Europe and has previously relied on funding from the European Framework Programmes 6, 7, and Horizon 2020, as well as initially from the European Space Agency. Most services and their components are operational. However, there are new service elements, such as for instance the anthropogenic CO2 emissions Monitoring and Verification Support capacity, which are currently still in the build-up phase supported by Horizon Europe.


The total budget expected to be awarded to third parties over the period 2021-2027 amounts approximately to 250 M€. ECMWF anticipates a total number of approximately 300+ contracts, ranging from 20K€ to 6M€, signed with the eligible entities, as specified in the Space Regulation.

1.3. Introduction to the Destination Earth Initiative

Destination Earth (DestinE) is an ambitious initiative of the European Commission to develop a highly accurate digital twin, or replica, of Earth. This would allow users of all levels to better explore natural and human activity, and to develop and test a range of scenarios and potential mitigation strategies. For example,
it would allow policymakers to anticipate and mitigate the effects of extreme weather events and climate change, saving lives and alleviating economic consequences.

Bringing together scientific and industrial excellence from across Europe, DestinE will contribute to revolutionising the European capability to monitor and predict our changing planet, complementing existing national and European efforts such as those provided by the national meteorological services and the Copernicus Services, and will support the European Commission’s Digital Strategy and the Green Deal priority actions on climate change, biodiversity and deforestation.

Under the European Commission’s leadership, and in coordination with the Member States, scientific communities and other stakeholders, ECMWF is one of three entrusted entities tasked with delivering the first phase of the programme by 2024. ECMWF’s role is to build the ‘digital twin engine’ software and data infrastructure, with the European Space Agency (ESA) providing the platform through which users will access the service, and the European Organisation for the Exploitation of Meteorological Satellites (EUMETSAT) developing the data repository.

ECMWF will also be responsible for using the digital twin engine to deliver the first two high-priority digital twins. The Digital Twin on Weather-Induced and Geophysical Extremes will provide capabilities for the assessment and prediction of environmental extremes. The Digital Twin on Climate Change Adaptation will support the generation of analytical insights and testing of predictive scenarios in support of climate adaptation and mitigation policies at multi-decadal timescales, at regional and national levels.

The digital twins will draw on ECMWF’s world-leading expertise in global numerical weather prediction and our expertise in advanced high-performance computing, data handling and machine learning demonstrated on some of the largest infrastructures in the world. These developments in DestinE take forward the long-term investments of the ECMWF member states in building a unique European prediction capability and will support the further advancement of member state services.


The total budget expected to be awarded to third parties over the period 2021-2024 amounts to approximately 47 M€. ECMWF anticipates a total number of approximately 25 contracts, ranging from 20K€ to 14M€, signed with the eligible entities, as specified in the Digital Regulation.

2. Scope of the ITT

2.1. Objective and contracts summary

The aim of this ITT is to obtain quotes for the provision of audit services to ECMWF for Third Party Agreements signed under the Copernicus Programme and the Destination Earth Initiative by:

- establishing the annual audit plan, including designing audit-upon procedures (AUP) (Work Package 1);
- carrying out the audits in accordance with the annual audit plan (Work Package 2).

As the requirements of the Copernicus Programme and Destination Earth Initiative are different, in terms of obligations and applicable rules and policies, two distinct contracts will be awarded with two distinct sets of terms and conditions. In order to distinguish between the two contracts (and their specific requirements), two Lots are introduced as follows:
Lot 1: Copernicus – funded contracts

ECMWF intends to award a 48-months COP Framework Agreement implemented by a single multi-year Service Contract. The target starting date is 1 November 2023.

Lot 2: DestinE – funded contracts

ECMWF intends to award a 24-months DE Agreement. The target starting date is 1 April 2024.

Tenderers may respond to one or both Lots. In case a Tenderer wishes to respond to both Lots, the Tenderer should indicate what synergies, including cost savings, can be achieved should both Lots be awarded to them. ECMWF reserves the right to award the two contracts to different Tenderers.

2.2. General working approach and scope

ECMWF will develop annually in the last quarter of the year an audit plan indicating the list of contracts and grants to be audited during the following calendar year. This list, comprising up to 15 contracts per year under Copernicus (Lot 1) and up to 4 contracts per year under DestinE (Lot 2), will be created by:

- focusing on prime contractors and grantees (subcontractors are to be audited only if audit at prime contractor level showed issues with the control of the subcontractors)
- using the following selection criteria:
  1. Selection of contracts and grants based on risk profile (as determined during negotiation and implementation of each contract)
  2. Audit all contracts or grants with a total value above a certain threshold (e.g., > 1 M€)
  3. No audit on contracts or grants below a certain threshold (e.g., < 200 K€)
  4. Representative random sample within pool of contracts or grants in between these two thresholds.

The audit scope is:

- in line with the Contribution Agreements signed between ECMWF and the European Union and with the Agreements signed between ECMWF and its contractors;
- driven by the needs of ECMWF to ensure that it has a proper system of internal controls in place.

An extract of the Contribution Agreements containing the relevant clauses are attached at Annex 1, and the template Framework Agreement for Copernicus contracts, and the template Agreement for DestinE contracts are attached at Annex 2. Note that the actual contract, signed between ECMWF and a particular contractor, may differ slightly from the template as outcome of ad-hoc negotiations held prior to contract signature.

3. Service requirements

3.1. Standards and procedures

The successful Tenderer is expected to perform the audit in accordance with the International Standard on Related Services (ISRS) 4400 Engagements to perform Agreed-upon Procedures regarding Financial Information as promulgated by the International Federation of Accountants (IFAC).

As part of their response, Tenderers must provide a list of their quality assurance processes and management systems and if applicable, any quality related accreditations or certifications held. ECMWF may ask for evidence of performance in the form of certificates issued or countersigned by the competent authority.
3.2. **Staff resources requirements**

The key persons in charge of the audit must have evidenced experience of auditing in accordance with EC audit requirements. Knowledge about the implementation of Delegation or Contribution Agreements under the EU regulation establishing the Copernicus Programme or the DestinE Initiative would be a benefit.

For reasons of consistency throughout the lifetime of the contract, **two lead key persons** from the contracted auditor shall be assigned to the service with continuity of at least one of these persons from year to year. Note that this does not mean that the two lead key persons need to be assigned to the same contract or grant to be audited.

The tasks under the responsibility of the contracted auditor will be mainly carried out at the premises of ECMWF contractors and possibly at subcontractors’ premises. The Tenderer shall demonstrate in the proposal, for itself and for any proposed subcontractor:

- ability to conduct audits in any of the European Union Member States or ECMWF Member States, including a recognition of issues presented by differences in local language, accounting and legal practices and regulations;
- an appropriate mix of competencies relevant to the services requested (staff numbers, skills, locations and employees dependencies and cover), nevertheless keeping the proposed infrastructure at a low level of complexity.

3.3. **Work to be undertaken**

3.3.1. **Preparing the audit work**

A report describing the audit procedure, scope and reporting protocol, based on the analysis of the reference documents (Contribution Agreements, Agreements) and showing the distinction between Cost Reimbursement and Pre-Agreed Price Basis contracts (the latter a.k.a. Fixed Price) or a combination thereof, shall be provided to and agreed by ECMWF at the beginning of the contract.

An audit plan will then be developed by the contracted auditor (and agreed by ECMWF), based on the list of contracts to be audited in the next calendar year (as provided by ECMWF). Resourcing (profile, number of person-days) needs to be identified in relation to the audit plan and the contracted auditor has to ensure sufficient, experienced resources are available to achieve the audit plan.

According to the Agreements signed with its contractors, ECMWF has the right to perform, from time to time and on reasonable notice, either itself or through its representatives:

- full and detailed audits and inspections of:
  1. the Contractor’s performance of the Services;
  2. the Prices invoiced to ECMWF under the related Agreement and, if applicable, under each Service Contract;
  3. the costs and expenses behind the Prices;
  4. the Contractor’s compliance with the provisions of the Agreement and each Service Contract generally;
- checks on risk-based and random samples of transactions.

3.3.2. **Undertaking the audits**

The contracted auditor will carry out for ECMWF and according to the Copernicus and/or DestinE Contribution Agreements ex ante and/or ex post controls including, where appropriate, on-site checks on risk-based samples of transactions made by ECMWF contractors or grantees and relating to provision of the

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1 Definitions of Cost Reimbursement and Pre-Agreed Basis payment schemes are given in the Agreements, Clause 1.2
2 COP Framework Agreements are implemented via Service Contracts
Copernicus Services and/or DestinE Services, in order to ensure that such transactions are legal and regular and that actions financed from EU funds are effectively carried out and implemented correctly.

The focus of the audits will be on the financial audit, including amongst others and depending on the selected payment scheme: person-months claimed, eligibility of costs and expenses, indirect costs including overheads, subcontractors’ payments, VAT, exchange rates, value of assets\(^3\), etc.

The contracted auditor shall undertake significant upfront planning to engage stakeholders and to understand the context and scope of each review, to ensure there is focus on the right topics and to tailor the work to specific risks.

The contracted auditor shall work in close co-operation with the relevant ECMWF personnel responsible for the activities to be audited and with ECMWF contractors’ personnel (and subcontractors’, where applicable), who shall, at their cost, provide the contracted auditor with all reasonable assistance in order to enable to initiate, carry out and complete the audit. The contracted auditor shall have the right to take copies of records, invoices, documents and information.

3.3.3. Reporting

An audit report shall be provided to ECMWF, no later than one month after the on-site work is completed, and include:

- the nature, scope and methodology of the audit performed and any changes in the planned nature, scope and methodology, including whether all the information and explanations required were obtained;
- a statement on auditing standards;
- an executive summary;
- the audit findings;
- recommendations for improvement (where required);
- and to report on:
  1. the accuracy of the financial reports in respect of the contract (accurately reflecting the underlying accounting and contractual records);
  2. the appropriateness of the control systems put in place (drawing upon any existing audit findings, or undertaking specific targeted testing);
  3. whether the underlying transactions are legal and regular;
  4. the management of the assets;
  5. whether the exchange rates applied are according to the requirements of the Contribution Agreements;

Please also refer to the clauses on Audits for each of the Agreements (i.e. clause 5.1 of the COP Framework Agreement and clause 5.2 of the DE Agreement).

All files and working papers shall be retained by the contracted auditor. ECMWF and the European Commission, including the European Anti-fraud Office (OLAF) and the Court of Auditors are entitled to access the recorded documents at any time and up to five years after the Final Payment of the ECMWF-EC Contribution Agreements.

Summaries of ex ante and/or ex post audits conducted on Contractors and their conclusions shall be regularly provided to ECMWF.

3.3.4. Work packages and deliverables

The service provided by the contractor will be split into two technical work packages (WP1 and WP2) and a management work package (WP0). The tables below provide a template to be used by the contractor to

\(^3\) Definition of “Asset” is given in the (Framework) Agreements Clause 1.2
describe the deliverables and their delivery schedules. All deliverables shall be numbered as indicated in the tables. All document deliverables shall be periodically updated and versioned as described in the tables. Tenderers shall provide a preliminary version of the completed tables as part of their response.

3.3.4.1. WP0: Management

<table>
<thead>
<tr>
<th>WP0 Deliverables Lot 1</th>
<th>Deliverable #</th>
<th>Nature</th>
<th>Title</th>
<th>Due</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>D.0.1.1-YYYY.QQ</td>
<td>Report</td>
<td>Quarterly Implementation Report QQ YYYY (QQ YYYY being the previous quarter)</td>
<td>On 15/04, 15/07 and 15/10</td>
</tr>
<tr>
<td></td>
<td>D.0.1.2-YYYY</td>
<td>Report</td>
<td>Annual Implementation Report Part 1 YYYY (YYYY being the Year n-1)</td>
<td>Annually on 15/01</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>D.0.1.3-YYYY</td>
<td>Report</td>
<td>Annual Implementation Report Part 2 YYYY (YYYY being the Year n-1)</td>
<td>Annually on 28/02</td>
</tr>
<tr>
<td></td>
<td>D.0.1.4</td>
<td>Report</td>
<td>Final report</td>
<td>60 days after end of contract</td>
</tr>
<tr>
<td></td>
<td>D.0.3.1-YYYY</td>
<td>Other</td>
<td>Copy of prime contractor’s general financial statements and audit report YYYY (YYYY being the Year n-1)</td>
<td>Annually as soon as available (no-cost associated)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WP0 Deliverables Lot 2</th>
<th>Deliverable #</th>
<th>Nature</th>
<th>Title</th>
<th>Due</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>D.0.1.1-YYYY</td>
<td>Report</td>
<td>Semestrial Implementation Report YYYY</td>
<td>On 15/07</td>
</tr>
<tr>
<td></td>
<td>D.0.1.2-YYYY</td>
<td>Report</td>
<td>Annual Implementation Report YYYY (YYYY being the Year n-1)</td>
<td>Annually on 15/01</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>D.0.1.4</td>
<td>Report</td>
<td>Final report</td>
<td>60 days after end of contract</td>
</tr>
<tr>
<td></td>
<td>D.0.3.1-YYYY</td>
<td>Other</td>
<td>Copy of prime contractor’s general financial statements and audit report YYYY (YYYY being the Year n-1)</td>
<td>Annually (no-cost associated)</td>
</tr>
</tbody>
</table>

Table 1: WP0 Contractual Obligations Template

<table>
<thead>
<tr>
<th>WP0 Milestones Template Lot 1 and Lot 2</th>
<th>#</th>
<th>Responsible</th>
<th>Title</th>
<th>Means of verification</th>
<th>Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>M.0.y.z**</td>
<td>Tenderer</td>
<td>Kick-Off meeting</td>
<td>Minutes of meeting</td>
<td>Month 1</td>
<td></td>
</tr>
<tr>
<td>M.0.y.z</td>
<td>Tenderer</td>
<td>Progress review meetings</td>
<td>Minutes of meeting</td>
<td>Every quarter / ad-hoc</td>
<td></td>
</tr>
</tbody>
</table>
by teleconference with ECMWF

| M.0.y.z | Tenderer | Annual meeting | - Minutes of meeting | - Approval of audit plan for the following calendar year | Annually upon delivery of the Annual Audit Plan (D.1.1) |

Table 2: WP0 Milestones Template

** y is the task number and z - the Milestone number in this task

### 3.3.4.2. WP1: Audit preparation

#### WP1 Deliverables Template

<table>
<thead>
<tr>
<th>#</th>
<th>Type</th>
<th>Title</th>
<th>Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>D1.1-YYYY</td>
<td>Report</td>
<td>Annual Audit Plan for the following calendar year - YYYY</td>
<td>Month 1 and then annually once list of contracts to be audited is ready and sent by ECMWF</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Based on ECMWF list of contracts to be audited, and including:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- description of audit procedures, reporting protocol (and related updates)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- estimated number of person-days needed</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- category of staff to be involved</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- calendar of activities</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- scope of audit</td>
<td></td>
</tr>
</tbody>
</table>

Table 3: WP1 Deliverables Template

### 3.3.4.3. WP2: Conducting the audits

#### WP2 Deliverables Template

<table>
<thead>
<tr>
<th>#</th>
<th>Type</th>
<th>Title</th>
<th>Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>D.2.1.YYYY-1-15...**</td>
<td>Report</td>
<td>Audit report for Contract XXX*** (including an action plan based on the audit findings)</td>
<td>Per audit, 1 month after the on-site audit is completed</td>
</tr>
</tbody>
</table>

Table 4: WP2 Deliverables Template

** refers to the number of contract audited during the year; i.e., the first contract audited in year 2024 will correspond to D.2.1.2024-1

*** refers to the ECMWF contract number subjected to audit

#### WP2 Milestones Template

<table>
<thead>
<tr>
<th>#</th>
<th>Responsible</th>
<th>Title</th>
<th>Means of verification</th>
<th>Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>M.2.1-ContractNumberYYYY</td>
<td>Tenderer</td>
<td>Notice to contractor about upcoming audit – Contract XXX***</td>
<td>Invitation letter</td>
<td>Per audit, at least 2 months before the on-site audit takes place</td>
</tr>
<tr>
<td>M.2.2.YYYY</td>
<td>Tenderer</td>
<td>Analysis of the outcome of the implemented action plan and potential further recommendations</td>
<td>Meeting or email</td>
<td>Annually from year 2 of the contract upon agreement with ECMWF</td>
</tr>
</tbody>
</table>

Table 5: WP2 Milestones Template

** refers to the number of contract audited during the year; i.e., the first contract audited in year 2024 will correspond to M.2.1.2024-1

*** refers to the ECMWF contract number subjected to audit
4. Tender Format and Content

General guidelines for the tender are described in Volume IIIB. This section describes specific requirements to prepare the proposal for this particular tender, along with guidelines for minimum content expected to be included in the proposal, additional to the content described in the general guidelines of Volume IIIB. This is not an exhaustive description and additional information may be necessary depending on the Tenderers’ response.

4.1. Page Limits

As a guideline, it is expected that individual sections of the Tenderers’ response do not exceed the page limits listed below. These are advisory limits and should be followed wherever possible, to avoid excessive or wordy responses.

<table>
<thead>
<tr>
<th>Section</th>
<th>Page Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Summary</td>
<td>1</td>
</tr>
<tr>
<td>Track Record</td>
<td>2 (for general) and 2 (per entity)</td>
</tr>
<tr>
<td>Quality of Resources to be Deployed</td>
<td>2 (excluding Table 1 in Volume IIIB and CVs with a maximum length of 2 pages each)</td>
</tr>
<tr>
<td>Technical Solution Proposed</td>
<td>8 (Table 2 in Volume IIIB, the section on references, publications, patents and any pre-existing IPR is excluded from the page limit and has no page limit)</td>
</tr>
<tr>
<td>Management and Implementation</td>
<td>3 (excluding Table 4 and Table 5 in Volume IIIB) + 2 per each work package description (Table 3 in Volume IIIB)</td>
</tr>
<tr>
<td>Pricing Table</td>
<td>No limitation</td>
</tr>
</tbody>
</table>

4.2. Specific additional instructions for the Tenderer’s response

The following is a guide to the minimum content expected to be included in each section, additional to the content described in the general guidelines of Volume IIIB. This is not an exhaustive description and additional information may be necessary depending on the Tenderer’s response.

4.2.1. Executive Summary

Tenderers shall provide an executive summary of the proposal, describing the objectives, team and service level.

4.2.2. Track Record

The Tenderer shall describe in brief terms in the proposal its organisation’s key facilities and infrastructure as well as history and recent provision of external audit services in a similar context. Complementarity of the Tenderer with its potential subcontractors should also be described in this section. ECMWF reserves the right to request references from any of the organisations listed.

4.2.3. Quality of Resources to be Deployed

The Tenderer shall propose a team with the skills required for providing services that meet the requirements set out in Section 3. The team shall include a Service Manager with at least five years of experience in management of large-scale projects. Tenderers shall describe the experience of the Service Manager and the proposed team in performing activities related to the various aspects of this tender.

4.2.4. Technical Solution Proposed

The Tenderer shall give a short background to the proposed solution to demonstrate understanding of that solution and of the Copernicus/DestinE context. The Tenderer is invited, in particular, to present their suggested approach to auditing contracts on a Pre-Agreed Price Basis. This section shall also include information on any other third-party suppliers that are used as part of the technical solution, and a statement
of compliance for each requirement formulated throughout this document, describing how the proposed solution maps to the requirements.

4.2.5. Management and Implementation

Tenderers shall provide a detailed implementation plan of proposed activities for the duration of the Agreement. Deliverables should be consistent with the technical requirements specified in Section 3. The number of milestones is not restricted, but they should be designed as markers of demonstrable progress in service development and/or quality of service delivery. Adjustments to the proposed implementation plan can be made on an annual basis depending on needs for service evolution, changed user requirements, or other requirements as agreed between the European Commission and ECMWF.

5. Additional information

5.1. Annexes

- Annex 1: Extracts from the Contribution Agreements (x2), signed between ECMWF and the EU for:
  1. Copernicus
  2. DestinE
- Annex 2: Agreement templates (x2), signed between ECMWF and its contractors for:
  1. Copernicus
  2. DestinE

5.2. Relevant legislation/policies

2) Copernicus Data Policy (defined in Chapter III of the Space Regulation)

5.3. Acronyms

Agreement(s) means both the COP Framework Agreement and the DE Agreement
C3S means Copernicus Climate Change Service
CAMS means Copernicus Atmosphere Monitoring Service
COP means Copernicus
COP Framework Agreement means the terms and conditions of contract for Copernicus services
DE Agreement means the terms and conditions of contract for DestinE services
DestinE means Destination Earth Initiative
EC means European Commission
ECMWF means European Centre for Medium-Range Weather Forecasts
EU means European Union
ITT means Invitation to Tender
KPI means Key Performance Indicator
OLAF means European Anti-Fraud Office
Annex 1: Extracts from Contribution Agreements

Copernicus

Article 7: Implementation responsibilities

7.5 The Entrusted Entity shall be responsible for the performance of the obligations under this Agreement with a due professional degree of care and diligence, which means that it shall apply the same level of duty and care which it applies in managing its own funds. The Entrusted Entity shall respect the principles of Sound Financial Management, transparency, non-discrimination and visibility of the European Union in the implementation of the Entrusted Tasks.

7.6 The Entrusted Entity shall have financial responsibility towards the Commission for the implementation of the Entrusted Tasks, including sums unduly or incorrectly paid for contracts, grants or prizes. The Entrusted Entity shall take reasonable measures to prevent, detect and correct irregularities and fraud when implementing the Entrusted Tasks. To this end, the Entrusted Entity shall carry out, in accordance with the principle of proportionality and its rules, ex-ante and/or expost controls including, where appropriate, on-the-spot checks on representative and/or risk-based samples of transactions, to ensure that the Entrusted Tasks financed by the Union Contribution are effectively carried out and implemented correctly. The Entrusted Entity shall inform the Commission of irregularities and fraud detected in the management of the Union Contribution and the measures taken. Where funds have been unduly or incorrectly paid, the Entrusted Entity shall take reasonable measures in accordance with its own rules to recover those funds, including, where appropriate, by bringing legal proceedings.

7.7 The Entrusted Entity shall not support actions that contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion.

Article 14: EU Restrictive measures

14.1. Funds or economic resources provided by the Commission under the Agreement shall not be made available, directly or indirectly, to or for the benefit of any Restricted Person.

14.2. The Entrusted Entity shall assess, and contractually require its partners, intermediaries or any other person involved in the implementation of the Entrusted Tasks to assess if any entity, individuals or groups of individuals identified as recipients of funds or economic resources under the Agreement falls under the scope of EU Restrictive Measures, and thus is a Restricted Person. In the event that such a recipient is a Restricted Person, the Entrusted Entity shall promptly inform the Commission.

14.3. In such an event, the Entrusted Entity and the Commission shall promptly consult each other with a view to jointly determining remedial measures in accordance with their respective applicable legal frameworks, and discuss steps that may be taken to prevent future occurrences.

14.4. These measures may include, but shall not be limited to, the suspension or termination of the Agreement, the reallocation of the Union’s funds or economic resources, and the recovery by the Commission from the Entrusted Entity of any financial accommodation provided to the Restricted Person under the Agreement.

14.5. The Entrusted Entity shall not apply under the Agreement procedures which are less stringent than the ones applicable to operations it executes on its own account.

Article 13: Early Detection and Exclusion System

13.1 The Entrusted Entity shall adopt reasonable measures, in accordance with its own rules, to ensure that potential candidates or tenderers in exclusion situations as defined in Article 136 of the EU Financial Regulation (“Exclusion Situation”) shall be excluded from receiving funds from the Union Contribution.
13.2 The Entrusted Entity shall inform the Commission if, in relation to the implementation of the Entrusted Tasks, it has found that a candidate or applicant is in one of the Exclusion Situations pursuant to Article 13.1 or if it has detected a Fraud and/or an Irregularity. This information may be used by the Commission for the purpose of the Early Detection and Exclusion System. The Entrusted Entity shall inform the Commission when it becomes aware that the transmitted information needs to be rectified, updated or removed. The Entrusted Entity shall ensure that the entity concerned is informed that its data was transmitted to the Commission and may be included in the Early Detection and Exclusion System and be published on the website of the Commission. These requirements cease at the End Date.

13.3 The Entrusted Entity may take into account, as appropriate and on its own responsibility, the information contained in the Early Detection and Exclusion System, when implementing the Union Contribution. Access to the information can be provided through the authorised persons or via consultation with the Commission as referred in Article 51.9.

Article 17: General obligations regarding information and reporting

17.1 The Entrusted Entity shall provide the Commission with the relevant information on the implementation of the Entrusted Tasks, as described hereunder. The Entrusted Entity shall submit reports to the Commission in accordance with the provisions below. In particular the reporting shall comprise:

a) Quarterly Implementation Reports;

b) Annual Implementation Reports;

c) Final Implementation Report;

d) Ad-hoc reports.

Article 32: Record Keeping

The Entrusted Entity shall keep accurate and regular records and accounts of the implementation of the Entrusted Tasks in accordance with its own positively assessed rules and procedures for a period of at least 5 (five) years after the End Date of the agreement, and in any case until any ongoing checks, reviews, audits, investigations, litigation or other pursuits of claims have been concluded.

Article 33: General Checks, Review and Audit Provisions

33.1 Checks, reviews and audits on the proper implementation of Entrusted Tasks by the Commission. The Commission, and any authorised representative, may - during the duration of this Contribution Agreement and for a period of 5 (five) years from its End Date - conduct checks, reviews and audits on the proper implementation of the Entrusted Tasks and compliance with the obligations under the Agreement. The Entrusted Entity shall cooperate in providing - within the agreed deadline – all information, documentation and data, in addition to any deliverables and reports previously submitted to the Commission. For on-the-spot checks, reviews and audits, the Entrusted Entity shall grant access to sites and premises and shall ensure that information and documentation requested is readily available. Information and documentation shall be provided in the format requested, including electronic format. On the basis of the findings, a report shall be drawn up. The Commission shall provide the report to the Entrusted Entity. The Entrusted Entity shall have 30 (thirty) Days from receiving the report to provide the Commission with its comments and observations on the report.

33.2 OLAF, EPPO and ECA investigations and audits.

The following bodies may also carry out checks, reviews, audits and investigations - during the duration of the agreement or afterwards:

- the European Anti-Fraud Office (OLAF) under Regulations No 883/2013 and No 2185/968;
• the European Public Prosecutor’s Office (EPPO) under Regulation 2017/19399;

• the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of EU Financial Regulation 2018/1046.

If requested by these bodies, the Entrusted Entity 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. To this end, the Entrusted Entity must keep all relevant information relating to the Entrusted Tasks, at least until the time-limit set out Article 32 and, in any case, until any ongoing checks, reviews, audits, investigations, litigation or other pursuits of claims have been concluded.

33.3 Consequences of checks, reviews, verifications, audits and investigations.

Findings in checks, reviews, verifications, audits or investigations carried out in the context of this Contribution Agreement may lead to financial corrections and a proportional reduction of the Union Contribution as well as suspension or termination of the Contribution Agreement. Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of the Entrusted Entity’s obligations in implementing the Entrusted Tasks may also lead to consequences in other contribution agreements.

ANNEX IV – QUARTERLY IMPLEMENTATION REPORTING GUIDELINES AND TEMPLATE

In line with Article 18, the Entrusted Entity shall submit to the Commission Quarterly Implementation Reports (QIR) during the duration of the agreement defined in Article 3.2. Quarterly Implementation Reports (QIR) shall be a technical summary report describing the progress made in the implementation of the Entrusted Tasks covering programmatic, technical, and contractual aspects, including Key Performance Indicators, the status of the risk register, statistics on the implementation actions and any deviations from the foreseen schedules and/or budgeted limits. In case of quarter two, a financial report will be submitted in addition.

Each technical summary report shall include the following:

a) A summary description of the performance of the entrusted tasks and the use of the funds allocated to it, covering technical, schedule and financial aspects. This should include in particular any changes to the product portfolio implemented in the reporting period and planned for the next six months, a summary dashboard of all Key Performance Indicators identified in Annex IX, an updated, cumulative electronic database comprising all data necessary to determine the key performance indicators on the service execution (progress) and quality, as well as to process these indicators, a table listing the status of all major programme milestones as outlined in the Annual Implementation Plan, and their status as well as conclusions and lessons learned as appropriate. In addition, a summary of the major expected activities for the next four quarters will be included;

b) Risk Reporting as per the requirements described in Annex X Risk Management:

i. a risk register of ranked risks in the form of a structured matrix/table;

ii. an executive high level summary of risks that shall contain a reduced set of high level risks;

c) a summary of controls related to the Copernicus industrial procured contractors carried out and available final audit reports. Where errors and weaknesses in systems were identified, analysis of their nature and extent, as well as information on corrective measures taken or planned shall also be provided.

Each financial report to be submitted with the second Quarterly Implementation Reports (QIR) of each year shall include the following:

1. FINANCIAL INFORMATION covering the whole duration of the agreement as detailed below:
a) A section on the commitments

Commitments are defined as reservation of appropriations to cover subsequent expenses.

b) A section on the costs

Costs are defined as the expenses incurred once the related milestone has been fully achieved and accepted.

c) A section on the payments

Payments are defined as amounts paid out of the Copernicus bank account defined in Article 29.

ANNEX V – ANNUAL IMPLEMENTATION REPORTING GUIDELINES AND TEMPLATE

In line with Article 155.6 of the Financial Regulation and with Article 19, the Entrusted Entity shall submit to the Commission Annual Implementation Reports (AIR), which provide a technical and financial report on the implementation of the previous year (N-1).

The Annual Implementation Report (AIR) shall in general cover one calendar year and shall be submitted for each year during the duration of the agreement defined in Article 3. It shall be delivered in two parts as described in the following sections:

A. Part one shall include:

A technical summary report that shall include the following:

a) A summary description of the implementation of the Entrusted Tasks and the use of the funds allocated to it, covering technical, schedule and financial aspects of the full year N-1. This should include in particular a summary dashboard of all Key Performance Indicators identified in Annex IX, a table listing the status of all major programme milestones as outlined in the Annual Implementation Plan, and their status as well as conclusions and lessons learned as appropriate;

b) the technical summary report with details for the last quarter of year N-1 as requested for the Quarterly Implementation Reports (QIR) (as per Annex IV).

A Financial Report that shall include the following:

a) The overall information on commitments, costs and payments according to section 1 a), b) and c) of the financial report described in Annex IV;

b) Preliminary accounting information:

- An estimate of the costs incurred in the year N-1: total amount of the costs incurred in the year (N-1) for the following categories: costs incurred in relation to (grants and) procurement contracts, costs incurred directly by EE and EE's indirect costs, whatever is applicable, with a clear distinction between:
  i. costs accepted by EE during the year (N-1) on the basis of invoices (or costs statements);
  ii. costs accrued by EE for the ongoing contracts (based on their stage of completion) at the end of year (N-1) corrected for costs accrued in the year (N-2);
  iii. indirect costs as identified in Article 6.

- An update of the forecasted costs expected in the year N;

- Update of the positive, negative interests and bank charges in year N-1;

- EC pre-financing: the cumulative amount of the contribution/pre-financing received from the Commission; the cumulative amount of the costs incurred by the Entrusted Entity and accepted by the Commission;
- List of IPRs and assets: a list of all Intellectual property rights and assets including the assets under construction with status as of 31 December of year N-1 which have been acquired by the Union according to Article 38 and Article 39 of the Agreement since entry into force of this Agreement, with their individual values in EUR, dates of acquisition, contract references, and their physical location. A template related to point b) is provided for information in electronic form “Template 3 - Account Reporting.xlsx”;

c) Statistics on the implementation of the Entrusted Tasks which shall include: list and number of contracts, grants or prizes signed during the reporting period; budget information; names of primes and main subcontractors; country participation; profile participation (i.e. Industry, Small and Medium Enterprises, Academia, Research organisations, Public Sector and Other).

A template for these statistics is provided in electronic form “Template Country Statistics.xlsx”.

Security information:

a) Security status: information on the technical and organisational security activities and measures put in place by the Entrusted Entity during the year. This information should include, but not limited to, information security policies, measures related to asset management, access control, human resource security, physical and environmental security, operations and communications security. This should include as well information on possible security incidents and identified weaknesses, their impact and the remedial measures adopted. Any other measure undertaken during the year to assess or enhance security and risk management must also be reported.

b) Report by the Entrusted Entity on the main findings of its verification of the effectiveness of its technical and organisational security measures through the means of audit, assessment, testing and/or evaluation (according to article 45.4 of the Agreement).

B. Part two shall include:

A technical summary report that shall include the following:

a) The summary description of the Part one;

b) An updated table of Outputs achieved in the implementation of the Entrusted Tasks, agreed baselines and targets, and relevant data sources;

c) Risk reporting as per the requirements described in Annex X- Risk Management:

i. a risk register of ranked risks in the form of a structured matrix/table;

ii. an executive high level summary of risks that shall contain a reduced set of high level risks;

d) a summary of controls related to the Copernicus industrial procured contractors carried out and available final audit reports. Where errors and weaknesses in systems were identified, analysis of their nature and extent, as well as information on corrective measures taken or planned shall also be provided;

A Financial Report that shall include the following:

A consolidated and final version of:

a) The overall information on commitments, costs and payments according to section 1 a), b) , and c) of the financial report described in Annex IV;

b) An estimate of the costs incurred in the year N-1: total amount of the costs incurred in the year (N-1) for the following categories: costs incurred in relation to grants and procurement contracts, costs incurred directly by EE and EE’s indirect costs, whatever is applicable, with a clear distinction between:

i. costs accepted by EE during the year (N-1) on the basis of invoices (or costs statements);
ii. costs accrued by EE for the ongoing contracts (based on their stage of completion) at the end of year (N-1) corrected for costs accrued in the year (N-2);

iii. indirect costs as identified in Article 6.

c) An update of the forecasted costs expected in the year N (tbc);

d) Update of the positive, negative interests and bank charges in year N-1;

e) EC pre-financing: the cumulative amount of the contribution/pre-financing received from the Commission; the cumulative amount of the costs incurred by the Entrusted Entity and accepted by the Commission;

f) recoveries related to costs already reported to the Commission in previous financial years

g) Profit and Loss accounts: information on accruals and costs incurred per contract as per the template;

A template related to points b) to g) is provided for information in electronic form “Template 3 - Account Reporting.xlsx”:

h) list of all exceptions and non-compliance events related to the implementation of the Entrusted Tasks;

i) the financial reporting shall be accompanied by a management declaration to be drawn in accordance with the template.

Destination Earth

Article 13: Early Detection and Exclusion System

13.1 ECMWF shall adopt reasonable measures, in accordance with its own rules, to ensure that potential candidates or tenderers in exclusion situations as defined in Article 136 of the EU Financial Regulation (“Exclusion Situation”) shall be excluded from receiving funds from the Union Contribution.

13.2 ECMWF shall inform the Commission if, in relation to the implementation of the Entrusted Tasks, it has found that a candidate or applicant is in one of the Exclusion Situations pursuant to this Article 13 or if it has detected a Fraud and/or an Irregularity. This information may be used by the Commission for the purpose of the Early Detection and Exclusion System. ECMWF shall inform the Commission when it becomes aware that the transmitted information needs to be rectified, updated or removed. ECMWF shall ensure that the entity concerned is informed that its data was transmitted to the Commission and may be included in the Early Detection and Exclusion System and be published on the website of the Commission. These requirements cease at the End Date.

13.3 Without prejudice to the power of the Commission to exclude an entity from funding by the EU, and/or to impose financial penalties according to the EU Financial Regulation, ECMWF may impose financial penalties according to its own rules ensuring, where applicable, the right of defence of the respective natural or legal person.

Article 29: General check, review and audit provisions

29.1 The Commission may at any time during the implementation of the Entrusted Tasks and up to 5 (five) years after the payment of the balance carry out checks and audits on the implementation of the Entrusted Tasks. Findings in checks, reviews, verifications, audits or investigations carried out in the context of this Agreement may lead to financial corrections and a proportional reduction of the Union Contribution as well as suspension or termination of the Agreement. Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of the ECMWF’s obligations in implementing the Entrusted Tasks may also lead to consequences in other contribution agreements.
29.2 ECMWF shall keep all records and documents, either in the form of originals, or certified true copies of the originals, or on commonly accepted data carriers including electronic versions of original documents or documents existing in electronic version only, for a period of five (5) years after the payment of the balance of this Agreement. This period shall be longer if there are on-going audits or disputes between the Parties concerning this Agreement pursuant to Article 46 (Settlement of disputes) or between ECMWF and a Contractor related to a Procurement Contract. In such cases, ECMWF shall keep the documents until such audits and disputes are closed. Where electronic versions exist, no originals shall be required where such documents meet the applicable legal requirements in order to be considered as equivalent to originals and to be relied on for audit purposes.

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

29.4 Where audits are envisaged, the Commission shall ensure that the auditors take into account the information and analysis already provided by ECMWF in audits, reviews, reports and meetings.

29.5 Where the Commission, or any person authorised by the Commission pursuant to paragraph 3, carries out checks and audits, the related rules shall be clear, consistent and transparent and shall respect the rights of the Parties.

29.6 ECMWF shall cooperate in good faith and provide any information relevant for the purpose of the audit, including information in electronic format, requested by the Commission or by any persons authorised by the Commission pursuant to paragraph 3.

29.7 In case of audit, ECMWF shall designate a contact point with the appropriate powers to cooperate directly with auditors in order to facilitate the latter's operational activities.

29.8 During an on-the-spot visit, ECMWF shall grant staff members and authorised persons of the Commission access to its sites and premises and to all the necessary information and documents related to the implementation of Entrusted Tasks under this Agreement, including information in electronic format. ECMWF undertakes to take appropriate measures to facilitate their work. The staff members and authorised persons of the Commission shall take reasonable measures not to disrupt the conduct of business by ECMWF. ECMWF shall grant the possibility to the staff and authorised persons of the Commission to interview staff of ECMWF. Access by authorised persons of the Commission shall be granted on conditions of strict confidentiality with regard to third parties, without prejudice to public law obligations to which they are subject. All information and documents provided shall be subject to Article 41 (Confidentiality) herein.

29.9 ECMWF shall ensure that the information is readily available at the moment of the on-the-spot visit and that information requested is handed over in the format requested, including whenever possible, in electronic format. Information provided must be accurate, precise and complete. Documents must be accessible and filed in a manner permitting easy inspection, ECMWF being bound to inform the Commission of the exact location at which they are kept.

29.10 The following bodies may also carry out checks, reviews, audits and investigations during the implementation of the Entrusted Tasks and for five (5) years after the payment of the balance:

a) the European Anti-Fraud Office (OLAF),

b) the European Court of Auditors (ECA),

c) the European Public Prosecutor’s Office (EPPO) may carry out investigations on Contractors in accordance with Regulation 2017/1939.
29.11 On the basis of the audit or OLAF findings, the Commission may take the measures which it considers necessary, including financial corrections and recovery of all or part of the payments made in accordance with the procedures set out in Article 30 (Financial corrections) and Article 31 (Recovery).

29.12 This Article is without prejudice to any specific arrangement concluded between ECMWF and OLAF or between ECMWF and the ECA in particular with the objective of building a single annual audit assurance and process regarding the expenditure incurred by ECMWF for the implementation of the Entrusted Tasks.

29.13 Notwithstanding the foregoing, and without prejudice to its privileges and immunities, ECMWF shall cooperate with the Commission to facilitate the proper conduct of any investigation, inspection, check or other measure undertaken further to a technical incident having arisen in the implementation of the Entrusted Tasks.

Article 16: General obligations regarding information and reporting

16.1 ECMWF shall provide the Commission with full information on the implementation of the Entrusted Tasks, as described hereunder.

[...]

16.3 In addition, ECMWF shall submit to the Commission progress report(s) and a final report in accordance with the provisions below. These reports shall consist of a narrative part and a financial part. In particular, the reporting shall comprise:

a) Semestrial implementation report, together with a semi-annual review meeting within a month of delivery;

b) Annual Implementation Report and an annual implementation review meeting within a month of delivery;

c) Annual Statistical Report;

d) Final Implementation Report containing a description of the implementation of all Entrusted Tasks up to the end of the last Phase and accompanied by a financial part containing eligible costs incurred during the final reporting period together with a final implementation review meeting within a month of delivery. If the Implementation Period of the Agreement ends on a December 31st, the AIR of this last year shall be the final report;

e) Ad-hoc reports if so agreed by the Parties.

16.4 The Semestrial and Annual Implementation Reports referred to in paragraph a) and b) above will include a technical part that will cover the activities performed in the reporting period covered and the major expected activities for next four quarters. These reports will also include a financial part containing the eligible cost and contribution incurred during the period. In addition, financial forecasts will be provided for the Implementation Period under this Agreement.

16.5 The reports shall provide an account of all relevant aspects of the implementation of the Entrusted Tasks for the period covered, including respective statistics. The narrative parts of the reports, the detailed description of activities, and information on Key Indicators shall be done in a publishable form that allows the ECMWF’s reporting to become part of the Commission’s reporting versus the Member States.

16.6 The reports shall describe the implementation of the Entrusted Tasks according to the activities envisaged in Annex I, as well as the degree of achievement of its objectives. The evaluation of the Entrusted Tasks shall take into account the Key Indicators defined in Annex V. The reports shall be laid out in such a way as to allow monitoring of the objective(s), the means envisaged and employed.

16.7 Every AIR and Final Implementation Report shall be accompanied by a management declaration in accordance with the template included in Annex IV.
16.8 If ECMWF is unable to present AIR, SIR or Final Implementation Report, together with the accompanying documents, by the deadlines set out in Article 17, ECMWF shall inform the Commission in writing of the reasons. ECMWF shall also provide a summary of the state of progress of the Entrusted Tasks and, where applicable, a provisional work plan for the next period. If ECMWF fails to comply with this obligation for two (2) months, following the deadlines set out in Article 17, the Commission may terminate the Agreement in accordance with Article 44, refuse to pay any outstanding amount and recover any amount unduly paid.

Article 17: Semestrial and Annual Implementation Reports and the Statistical Report

17.1 During the period of execution of this Agreement, ECMWF shall submit to the Commission one Semestrial Implementation Report (SIR) per year covering the activities of the first semester of the year, at the latest on the 31 August of the year N.

17.2 By 31 March of each year, ECMWF shall provide the Commission with an Annual Implementation Report (AIR) on the implementation of the Entrusted Tasks during the previous calendar year. Within 30 (thirty) Days from receipt of the SIR or AIR, the Commission may request clarification or additional information related to the content of the documents or only in the case of AIR, submission of revised documents, providing the reasons for that request. Subject to ECMWF’s Regulations and Rules, such information shall be supplied within thirty (30) Days of receipt of the request. ECMWF may submit a duly motivated request to extend the 30-day deadline.

17.3 ECMWF shall notify the Commission without delay of any circumstances likely to adversely affect the implementation and management of the Entrusted Tasks, or to delay or jeopardise the performance of the activities.

17.4 The SIR and AIR shall relate directly to this Agreement and shall at least include:

a) summary and context of the Entrusted Tasks as described in Annex I as well as information on the activities directly related to the Entrusted Tasks and carried out during the reporting period;

b) an update including reporting of achieved progress of implementation of the Entrusted Tasks as measured by agreed baselines and targets as specified in the respective work plans pursuant to Article 7, and relevant data sources;

c) information on the difficulties encountered and measures taken to overcome problems and eventual changes introduced;

d) information on the implementation of the Communication and Visibility Plan (Annex VIII) and any additional measures taken to identify the EU as source of financing;

e) a breakdown of the total costs incurred from the beginning of the Implementation Period as well as the legal commitments entered into by ECMWF during the reporting period;

f) a summary of both controls carried out and available final audit reports of Procurement Contracts awarded under this Agreement, in line with ECMWF’s policy on disclosure of such controls and audit reports. Where errors and weaknesses in systems were identified, an analysis of their nature and extent, as well as information on corrective measures taken or planned, shall also be provided;

g) where applicable, a request for payment;

h) work plan and budget forecast for the next reporting period.

17.5 The narrative parts of the reports, the detailed description of activities, and information on Key Indicators shall be done in a publishable form that allows ECMWF’s reporting to become part of the Commission’s reporting versus the Member States.
17.6 In particular Annual and Semestrial Implementation Reports shall be deemed complete when they contain the information required above.

The specific content of the AIR and SIR is defined in the respective sections of Annex III.

Article 18 Final Implementation Report

For the final reporting period, ECMWF shall submit to the Commission an Annual Implementation Report at the latest 90 (ninety) Days after the End Date as defined in Article 3.1, which shall constitute the Final Report and shall be accompanied by a financial part on the cost incurred during the final reporting period. The report shall include the information contained in an AIR as well as a summary inspection report indicating the number and results of on-the-spot checks and/or ex-post audits/checks, specifically for final reviews, carried out by the ECMWF on Contractors, if any, accompanied if appropriate by current information on measures taken to remedy any problem identified. The Commission has 60 (sixty) Days from receipt of the Final Report to approve or reject it or to request relevant and related supporting documentation or information. In such case, the approval time limit shall be suspended and shall resume once the documents or information concerned have been received by the Commission.

Article 28: Record-keeping

ECMWF shall keep accurate and regular records and accounts of the implementation of the Entrusted Tasks in accordance with its own positively assessed Regulations and Rules.

Article 37: Destination Earth data policy

37.1 The Parties shall comply with the data policies applicable to the data sources used for the Action’s purposes.

37.2 Without prejudice to Article 36 (Intellectual Property Rights), where Destination Earth uses data generated under open data policies, that data, as well as any data and information generated on its basis, shall be made available to users under the following free and open data policy:

a. Destination Earth users may, on a free and worldwide basis, reproduce, distribute, communicate to the public, adapt, modify the data and combine them with other data;

b. the free, and open data policy shall include the following limitations:

- where the formats, timeliness and dissemination characteristics of data and information have been pre-defined, those shall be respected;

- the licensing conditions of third-party data and third-party information used in the production of Destination Earth information shall be abided by where applicable;

- any applicable security limitations applicable to data and information used by Destination Earth shall be respected;

- protection against the risk of disruption of the system producing or making available Destination Earth information shall be ensured;

- the protection of reliable access to Destination Earth information for European users shall be ensured.
Annex 2: Agreement templates

Tenderers should refer to the Volume V documents published on the eProcurement Portal.