

TO WHOM IT MAY CONCERN

**STATUS OF
THE EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS
(ECMWF)**

1. ECMWF is an international intergovernmental organisation established by Convention which came into force on 1 November 1975 and which was amended on 6 June 2010:

https://www.ecmwf.int/sites/default/files/amended_convention_protocol_privileges_en.pdf

In accordance with Article 16 of the Convention, ECMWF has certain privileges and immunities which are set out in its Protocol on Privileges and Immunities. The Protocol grants ECMWF two important immunities: its property and income is exempt from all direct taxes; and it is immune from jurisdiction and execution. This aligns with principles of international law that no State is meant to be enriched (ie to receive taxes) at the expense of other ECMWF Member States who fund the Centre and that no State's laws should take precedence over the laws of other ECMWF Member States.

2. VAT. ECMWF is not registered for VAT. The information below details the relevant process for dealing with VAT, based on a supplier's location.

a. For suppliers based in the United Kingdom (UK), ECMWF is required to pay VAT invoices gross, and to reclaim any tax paid.

b. For suppliers based in other parts of the European Union (EU), ECMWF has been authorised to issue VAT exemption certificates under Art. 151 (1) (b) of EU Council Directive 2006/112/EC of 28 November 2006, to its contractors by HM Revenue & Customs (letter dated 3 March 2016, Ref. VATInt/DP/39/2016). Therefore, invoices should be charged to ECMWF, without VAT.

c. For suppliers based outside the EU, ECMWF is required to pay VAT invoices gross. If the supplier is based in a Member State ECMWF can reclaim any tax paid from the Government of that non EU Member State.

3. Settlement of Disputes by Arbitration. As ECMWF is immune from jurisdiction and execution, it is obliged under Article 23 of the Protocol to include an arbitration clause in all written contracts. The arbitration clause must include the method of appointing the arbitrators, and specify the applicable law and the country where the arbitrators shall sit. However, ECMWF does not have immunity from jurisdiction and execution in respect of the enforcement of an arbitration award and enforcement will be governed by the rules of the State in which the award is to be enforced. These provisions protect parties contracting with ECMWF by providing a reasonable but legally enforceable right of redress. The following arbitration clause, or a variation thereof, is offered by ECMWF to all contracting parties:

“This Agreement [OR Contract OR Licence] is governed by and shall be construed in accordance with the law of England. The parties shall attempt to settle any dispute between them in an amicable manner. If the dispute cannot be so settled, it shall be finally settled under the Rules of Conciliation and

Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said rules; sitting in London, England. The proceedings shall be in the English language. In accordance with Sections 45 and 69 of the Arbitration Act 1996, the right of appeal by either party to the English courts on a question of law arising in the course of any arbitral proceedings or out of an award made in any arbitral proceedings is hereby agreed to be excluded.”