

## AMENDMENT N°. 1

### COOPERATION AGREEMENT BETWEEN THE EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS AND THE MINISTRY OF SCIENCE, TECHNOLOGY, INNOVATIONS AND COMMUNICATIONS AND THE NATIONAL INSTITUTE FOR SPACE RESEARCH

ACKNOWLEDGING the will of the **European Centre for Medium-Range Weather Forecasts (ECMWF)** and the **Ministry of Science, Technology and Innovations (MCTI)** of the Federal Republic of Brazil, that delegated to the **National Institute for Space Research (INPE)** ('hereinafter referred to as 'the Participants') the implementation of the Cooperation Agreement signed on August 1, 2017;

CONSIDERING the Article XII "Amendments" of the Cooperation Agreement in appreciation, which allows modifications by mutual consent of the Participants (ECMWF, MCTI and INPE) and establish that any amendment shall enter into force when each Participant has notified the other in writing of its acceptance of the said amendment in accordance with its own procedures;

CONSIDERING that the Brazilian Ministry during these years changed its name to **Ministry of Science, Technology and Innovations (MCTI)**; and

REAFFIRMING the positive results gained from the Cooperation Agreement between the Participants, the European Centre for Medium-Range Weather Forecasts, Ministry of Science, Technology and Innovations and the National Institute for Space Research have agreed on the following:

To change the Cooperation Agreement in the following topics (**modifications indicated in bold lettering**):

- a) Title: COOPERATION AGREEMENT BETWEEN THE EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS, THE MINISTRY OF SCIENCE, TECHNOLOGY AND INNOVATIONS AND THE NATIONAL INSTITUTE FOR SPACE RESEARCH

The European Centre for Medium-Range Weather Forecasts (ECMWF), an intergovernmental organization established by a Convention, represented by its Director General, Florence Rabier, and the Ministry of Science, Technology and **Innovations (MCTI)** of the Federal Republic of Brazil, represented in this instrument by the Minister for Science, Technology and Innovation, **Paulo César Rezende de Carvalho Alvim**, delegating the implementation of this Agreement to the National Institute for Space Research (INPE), herein represented by its Director, **Clezio Marcos De Nardin** ('hereinafter referred to as 'the Participants'),

- b) 13.1. The present Agreement will come into effect on the date of the last signature



and will remain in effect for a period of five years **and extended to a period of five further years** . It may be terminated earlier, without liability, at the expiration of ninety days after one Participant gives written notice to the other Participant of its intention to terminate this Agreement.

Except as expressly provided in this Amendment, all provisions of the Cooperation Agreement remain unchanged and in full force and effect.

In WITNESS WHEREOF, the undersigned, duly authorized, hereby sign the present Amendment, in duplicate, in the Portuguese and English languages, both being equally valid.

For and on behalf of the

European Centre for  
Medium-Range  
Weather Forecast (ECMWF)



Florence Rabier  
Director-General

on date 29 / 7 / 2022

For and on behalf of the

Ministry of Science, Technology,  
and Innovations (MCTI)




Paulo César Rezende  
de Carvalho Alvim  
Minister

on date 29 / 7 / 2022

For and on behalf of the

National Institute for  
Space Research (INPE)



Clezio Marcos De Nardin  
Director

on date 29 / 7 / 2022

**COOPERATION AGREEMENT BETWEEN  
THE EUROPEAN CENTRE FOR MEDIUM-  
RANGE WEATHER FORECASTS, THE  
MINISTRY OF SCIENCE, TECHNOLOGY,  
INNOVATIONS AND COMMUNICATIONS  
AND THE NATIONAL INSTITUTE FOR  
SPACE RESEARCH**

**THE EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS (ECMWF)**, an intergovernmental organization established by a Convention, represented by its Director-General, **FLORENCE RABIER**, and **THE MINISTRY OF SCIENCE, TECHNOLOGY, INNOVATIONS AND COMMUNICATIONS (MCTIC)** of the Federal Republic of Brazil, represented in this instrument by the Minister for Science, Technology and Innovation, **GILBERTO KASSAB**, delegating the implementation of this Agreement to the **NATIONAL INSTITUTE FOR SPACE RESEARCH (INPE)**, herein represented by its Director, **RICARDO MAGNUS OSÓRIO GALVÃO** ('hereinafter referred to as 'the Participants'),

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

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

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

RECOGNISING that the Participants have a history of knowledge sharing and communication;

Have agreed 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 the field of numerical weather prediction. This will be achieved by:

  
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- a) collaborating on the research and development of the Participants' numerical prediction systems;
- b) joint planning of co-operative research and development activities of benefit to both organisations;
- c) INPE taking due account of ECMWF's requirements for operational use of data in relevant programmes of INPE;
- d) INPE, by providing access to observational data, enable ECMWF to provide feedback on the utilization of INPE's data;
- e) the Participants sharing experiences in the management of high-performance computers and supporting systems;
- f) the Participants co-operating in the area of training related to numerical prediction and of making use of forecast products and
- g) cooperating in other areas as may be mutually arranged between the Participants.

## **ARTICLE II - IMPLEMENTATION OF THE CO-OPERATION**

2.1. The co-operation shall be carried out through Project Agreements covering specific activities. The Project Agreements shall cover the tasks and responsibilities, including financial provisions of each one of the Participants. The Project Agreements 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 Participants.

2.2. The Participants 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**

3.1. The Director-General of ECMWF and INPE's Director will nominate their respective points of contact for the execution of this co-operation agreement and for each specific project agreement under it.

3.2. 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 Participants' communication of proposals for co-operative actions.



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## **ARTICLE IV - EXCHANGE OF INFORMATION AND DATA**

4.1. The Participants 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.

4.2. Each Participant shall provide the other Participant 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 the specific Project Agreements, each Participant shall bear its own costs of discharging work to be done by it for the implementation of the present Agreement and each subsequent Project Agreement, in accordance with its own rules and regulations and without exchange of funds.

## **ARTICLE VI - RIGHTS AND PROPERTIES**

6.1. Each Participant shall retain full ownership and all utilization rights of its respective data, products and information exchanged under this Agreement and shall be entitled to protect such data, products and information from unauthorized use. Each Participant 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.

6.2. Project Agreements between the Participants may require specific provisions for joint developments made for the purpose of this Agreement.

6.3. When one Participant furnishes products, data or information to the other, the receiving Participant shall 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 shall be subject to mutual agreement.

6.4. Each Participant agrees, when distributing products, data or information of the other Participant, to acknowledge the furnishing Participant as the source of such products, data or information.



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## **ARTICLE VII - DATA POLICY**

Data and services generated under the present Agreement shall be owned by the originating Participant and shall 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. If data and services are generated jointly, the arrangements for ownership, use and dissemination of those data and services will be set out in the relevant project agreement. 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 Participants.

## **ARTICLE VIII - EXCHANGE OF PERSONNEL**

8.1. An exchange of personnel may be undertaken as required to pursue the co-operation activities under this agreement, to be defined through a dedicated Project Agreements.

8.2. 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 Participant and accomplish work as defined by that Participant. 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 Participant 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 Participant shall be clearly identified and mentioned.

## **ARTICLE X - NO LEGAL RELATIONS OR LIABILITIES**

10.1. 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 or convention.

10.2. The application and utilization of information or deliverables exchanged in pursuance of this Agreement shall confer no liability on the Participant from which such information or deliverable originated.



10.3. Neither Participant 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**

11.1. Any dispute that may arise regarding the interpretation or application of the present Agreement must be resolved by direct negotiation between the Participants or with the assistance of a neutral mediator, whose appointment must be agreed by the Participants.

11.2. It is the intention of the Participants that no courts or tribunals of any state, nation, or international body shall 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 or supplement a provision of this Agreement shall notify the other Participant in writing. Any amendment shall enter into force when each Participant has notified the other in writing of its acceptance of the said amendment, in accordance with its own procedures.

## **ARTICLE XIII - ENTRY INTO FORCE AND DURATION**

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

13.2. This Agreement may also be extended as arranged in writing between the two Participants.

13.3. The termination of this Agreement will not affect the validity or duration of specific co-operative activities or specific Project Agreements being undertaken hereunder, unless mutually arranged otherwise between the Participants.

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13.4. Neither Participant shall transfer its rights or obligations under this Agreement to a third Participant.

In witness whereof, the undersigned, duly authorized, hereby sign the present Agreement, in duplicate, in the Portuguese and English languages, both being equally valid.

Reading, 1 August 2017

Brasília – DF, June , 2017.



**FLORENCE RABIER**

Director-General of the European Centre for  
Medium-Range Weather Forecast (ECMWF)



**GILBERTO KASSAB**

Minister of Science, Technology, Innovations  
and Communications (MCTIC)



**RICARDO MAGNUS OSÓRIO GALVÃO**

Director of the National Institute  
for Space Research (INPE)