

REQUEST FOR PROPOSAL

ECMWF/RFP/2017/258

for

**THE ORGANISATION OF THE “ECMWF SUMMER OF
WEATHER CODE” FOR ECMWF, SHINFIELD PARK, READING,
UK**

August 2017

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1. BACKGROUND

1.1 Introduction

This Request for Proposal (RFP) 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 quotes from suppliers for provision of the organisation of the ECMWF Summer of Weather Code.

The submission of a response to this RFP shall constitute an offer that may be accepted by ECMWF so as to become a binding contract. However, ECMWF is not bound to accept any quotes. If ECMWF elects to accept a quote, subject to contract, the parties shall execute a formal contract incorporating the terms and conditions contained in the RFP and any other agreed terms.

Introduction to ECMWF

ECMWF is an independent intergovernmental organisation supported by 34 States. Information on ECMWF's activities can be found at <https://www.ecmwf.int/en/about>

ECMWF has two sites in Reading including that at Shinfield Park, Reading, UK.

1.2 Background to the project

ECMWF produces a large amount of data (primarily weather forecasts) and software to decode, display and manipulate these data for the benefit of its Member and Cooperating States as well as commercial customers or humanitarian organizations. Providing software tools and increasing usage of data for Member and Co-operating States is an essential part of what ECMWF does – enabling partners to get the most from ECMWF's computing services and data.

ECMWF intends to set up an "ECMWF Summer of Weather Code" programme that increases Member and Co-operating state engagement through offering developers payment to write code for various open source projects. We are seeking an agency / company that will be in charge of managing the ECMWF Summer of Weather Code programme (advertising, submission, applications management, communication with ECMWF).

The ECMWF Summer of Weather Code is inspired by (but not affiliated or related in any way to) the "Google Summer of Code" and the "ESA Summer of Code in Space" initiatives.

1.3 Confidentiality

The contents of this RFP together with all other information, materials, specifications or other documents provided by ECMWF, or prepared by respondents specifically for ECMWF, shall be treated at all times as confidential by the respondents unless it is already in the public domain. Respondents shall not disclose any such information, materials, specifications or other documents to any third parties or to any other part of the respondents' group or use them for any purpose other than for the preparation and submission of a response to this RFP nor shall respondents publicise ECMWF's name or the project without the prior written consent of ECMWF. ECMWF in turn confirms that it shall treat all information provided to it by the respondent as confidential and further confirms that such information will not be disclosed by ECMWF to any third parties, other than its advisers and consultants.

Respondents shall ensure that all third parties to whom disclosure is made shall keep any such information, materials, specifications or other documents confidential and not disclose them to any other third party except as set out above.

1.4 Enquiries and contact procedure

Any enquiries or requests for clarification of any matters arising from this RFP should be sought from the Secretary to RFP258 at ECMWF and must be made in writing by post or e-mail as follows:

Contact name: Secretary to RFP258

Address: ECMWF
Shinfield Park
READING
RG2 9AX

E-mail: sec258@lists.ecmwf.int

Where ECMWF supplies further information it will publish it on ECMWF's website and notify all recipients of this RFP who have indicated their intention to submit a response and provided ECMWF with an e-mail address for communication of additional information.

1.5 Timetable for procurement

ECMWF envisages the following timetable for this RFP:

- Final date/time for receipt by ECMWF of clarification questions: Thursday 21 September 2017 at 14:00
- **Closing date/time for submission of responses: Thursday 28 September 2017 at 14:00 local UK time**
- Presentations by selected tenderers (if requested by ECMWF) in week commencing 9 October

- Evaluation of proposals by ECMWF from end of September to mid October (including clarification of bidder responses if required)
- Negotiations with tenderers: second half of October
- Award of contract: first week of November

1.6 **Submission of responses**

The invitee is requested to confirm whether or not it will be submitting a response and must provide a contact point and contact details to which all further information will be sent.

The respondent must submit their response to:

RFP258@ecmwf.int

as an email with attachments containing its complete response to this RFP including its response to Annexes 1 and 2. The attachments must contain a printable version of the response in Microsoft Word format, Rich Text Format (RTF) or Adobe Portable Document Format (PDF) and in Microsoft Excel format for any spreadsheets. The email should confirm that the response has been submitted by a duly authorised director or senior officer of the respondent.

The subject of the email must be:

Response to RFP/2017/258 Organisation of ECMWF Summer of Weather Code

You must NOT send or copy your response to the contact email address in 1.4 above. ECMWF will not consider any late or partial responses to this RFP nor will it consider requests for extension of the time or date fixed for the submission of responses. It may, however, at its own absolute discretion extend the time or date fixed for submission and in such an event ECMWF will notify all respondents who have provided an e-mail address.

Please note that ECMWF reserves the right to contact bidders during the evaluation process in order to clarify points in their response, therefore the contact point should be monitored during this period.

1.7 **Costs of preparation of response**

Recipients of this RFP will be responsible for and bear all of their own costs, liabilities and expenses which may be incurred in the preparation of their responses to this RFP.

1.8 Evaluation method and selection criteria

The bids will be evaluated based on the high level criteria and weights shown in the table below:

Evaluation criteria	Weighting
Price	40%
Quality (in accordance with the requirements stipulated in Section 3, and in Annex 1)	60%

The evaluation of the price criterion will be based on the responses to Annex 2. The evaluation of quality of the proposal will be based on the responses to Section 3 and Annex 1.

ECMWF reserves the right to negotiate with one or more respondents before taking a decision on the placing of a contract.

1.9 Warnings/disclaimers

Nothing contained in this RFP or any other communication made between the respondent and ECMWF or its representatives shall constitute an agreement, contract or representation between ECMWF and any other party (except for a formal award of contract made in writing by ECMWF). Receipt by a respondent of this RFP does not imply the existence of a contract or commitment by or with ECMWF for any purpose.

ECMWF reserves the right to change any aspect of, or cease, the RFP at any time.

While ECMWF has taken all reasonable steps to ensure, as at the date of this document, that the facts which are contained in this RFP are true and accurate in all material respects, ECMWF does not make any representation or warranty as to the accuracy or completeness or otherwise of this RFP, or the reasonableness of any assumptions on which this document may be based. ECMWF accepts no liability to respondents whatsoever and however arising and whether resulting from the use of this RFP, or any omissions from or deficiencies in this document.

ECMWF may use the information included in a response for any reasonable purpose connected with this RFP.

2. SCOPE OF SERVICE REQUIREMENTS

See Annex 1.

3. REQUIRED INFORMATION

3.1 Summary

Respondents should, at the beginning of the proposal, before setting out the answers to the questions, include a brief executive summary of the response to the RFP.

3.2 **Contact details**

Please supply details of the person at your organisation who can be contacted by ECMWF in relation to your proposal. Please give their name, title, address and location, telephone number and e-mail address.

3.3 **Company details**

Please give details of your company, stating its full registered address and company registration number and DUNS number if known. ECMWF may check the financial status of the company.

3.4 **Customers and references**

Please describe in brief terms your company's history and your recent provision of similar services. Please supply a list of three customers to whom similar services to those requested in this RFP have been provided giving details of the revenue from the relevant contract and how these projects have been previously implemented by you. You should also provide a summary of lessons learned during the execution of these projects. These should be customers where you have been providing services in the last three years.

ECMWF reserves the right to seek references from one or all of these customers.

3.5 **Commercial arrangements**

- (a) Please provide prices in the format of the table in Annex 2. Prices shall be firm and fixed and quoted in pounds sterling (£), net of UK taxes and VAT. The quote shall remain valid end November 2017.
- (b) Please provide your rates for any additional, similar work that may be required during the contract term. These rates must be consistent with the prices quoted in answer to (a) above.

3.6 **Standards and procedures**

Please provide a list of your quality assurance processes and management systems and if applicable, any quality related accreditations or certifications you hold.

3.7 **Responses to questions in the Specification of Requirements**

Please respond to each of the questions in Annex 1. You should repeat the question in your response and then include your answer.

3.8 **Terms and Conditions**

The terms and conditions for this contract are at Annex 3.

Please note that as a result of ECMWF's immunity from jurisdiction, any contract resulting from this RFP must contain an arbitration clause which is offered by ECMWF to all contracting parties. Further information may be found at

<http://www.ecmwf.int/en/about/suppliers> in document “ECMWF’s status: Arbitration and VAT”.

Please confirm that you agree to the Terms and Conditions at Annex 3. The proposal which you submit, clarified if necessary, will be part of the contract.

ANNEX 1 SPECIFICATION OF REQUIREMENTS

1. INTRODUCTION

This annex provides further information on the scope of the RFP.

2. AIMS AND OBJECTIVES

ECMWF wants to organize a Summer of Weather Code programme designed with the following objectives in mind:

- increase engagement between ECMWF and ECMWF Member and Co-operating States
- improve ECMWF open source software for the benefit of its Member and Cooperating States
- raise the awareness of ECMWF open source software and data related to medium and extended range weather forecasting within the programming community;
- raise awareness of ECMWF within the open-source community;
- improve existing weather forecasting-related open-source software;
- help medium range weather-related open source projects identify and bring in new contributors;
- provide individuals in Member and Co-operating States the opportunity to carry out work related to the weather sector.

ECMWF envisages that the objectives will be addressed through a number of individual projects, which will be proposed by ECMWF staff members. A project is ideally related to ECMWF's work and can be achieved within four months. The principal idea is that ECMWF staff members propose a project and individuals or groups can apply to it. One individual or group is then selected to conduct the project and will become a participant of the programme. Throughout the coding period of the programme (between May and August 2018), each participant / group is mentored by one or two ECMWF staff members. All project outcomes will be under an open-source licence scheme.

3. AUDIENCE

The audience for the ECMWF Summer of Weather Code is weather enthusiasts and scientists with a strong background in programming who are excited about improving ECMWF open source software for the benefit of ECMWF's Member and Co-operating States. The target audience includes any individual who can commit time to create/maintain/augment existing or new ECMWF software. ECMWF aims to fund individuals or groups as part of the ECMWF Summer of Weather Code.

4. PROPOSAL REQUIREMENTS

Suppliers are requested to bid on the following deliverables:

Deliverable 1: Conduct a requirements analysis for the ECMWF Summer of Weather Code. The requirements analysis will include a Kick-off meeting with ECMWF organisers. The requirements analysis will include a refinement of the aims and

objectives and a general framework for grouping submitted projects (e.g. software development focus, data exploitation focus, application development focus).

Deliverable 2: Provide a web based platform or open-source web based software to manage the organisation of the “Summer of Weather Code” programme and the submissions and mentoring activities. The tool shall allow dealing in the most efficient way with all the logistics and administrative parts of the programme. A non-exhaustive list of aspects that such a solution should cover is: manage project proposals and applications of participants, track and evaluate the progress of projects and the performance of participants (and mentors), registration of participants and mentors, communication between participants and mentors, etc.

Provide all necessary supporting documentation and material, which may include FAQ, timeline, eligibility criteria, Programme terms and conditions (rules, Code of Conduct), participant and mentor manuals, glossary of terms, roles and responsibility document, evaluation framework.

Deliverable 3: Produce promotional material (which may include flyers, graphics, presentations and videos) and support social media outreach to promote the ECMWF Summer of Weather Code in advance, during and after the event.

Deliverable 4: Manage the ECMWF Summer of Weather Code programme including first line support (answer queries) for potential participants, communication to participants and mentors, manage discussions lists (for example fora). At the end of the programme, conduct surveys among participants and mentors and gather a list of lessons-learned as well as compile a report on the final outcomes.

Each completed project will be awarded £5000. ECMWF expects a maximum of five projects for the first year of the programme. Costs for paying the participants should be included in the costing of the proposal. It is the successful Respondent’s responsibility to contract with and to pay out the awarded money to the participants. The payment is ideally done in instalments, depending on the participant’s progress. The payment schedule will be agreed with ECMWF.

ECMWF may repeat this event in 2019 and, subject to satisfactory performance in the 2018 event, the successful Respondent may be invited to run a Summer of Weather Code in 2019. However, ECMWF reserves the right to invite other organisations to bid for any event in 2019.

5. DELIVERY TIMETABLE

We envisage the following timetable

- Contract signed in early November 2017
- Kick-off meeting to review content and gather information by mid November
- Completion of the platform by 15 December 2017, as the intended start of the programme is 1 January 2018
- Completion of the programme by end of October 2018 (1 month after the HPC workshop - 24-28 September 2018)

6. STRATEGY AND EVALUATION

In addition to the response requirements indicated in section 2 of the RFP document, bidders are requested to provide:

1. Their proposed timeline of deliverables and activity including resource estimates for each deliverable;
2. Details of any proposed project management methodology (including reporting modality and frequency of updates);
3. Detailed description of how Deliverables will be achieved:
 - a. Full description of the software stack selected, including a storyboard
 - b. A detailed description of the workflow behind the activity, including a diagram
 - c. A detailed communication strategy
4. Relevant staff profiles, including CV's, for those who would be engaged in the delivery of the project;
5. Details of your staff numbers, skills and locations relevant to the services requested;
6. Set out any key skill or employee dependencies and the availability of replacement skills in those areas;
7. A risk register identifying the key risks in delivery of this project together with suggested mitigating actions.

ANNEX 2 PRICING INFORMATION:

Please complete the following table as part of the response (in accordance with para 3.5) providing pricing for each deliverable separately:

Item	Unit price (£)	Total price
Deliverable 1 Requirements analysis		
Deliverable 2 Platform development		
Deliverable 3 Promotional material		
Deliverable 4 Management of the project		
Other costs (please itemise)		

Please also list the resources and the rates for each resource.

Please note that only costs specified in the table above and agreed by ECMWF will be reimbursed.

ANNEX 3 ECMWF'S STANDARD TERMS AND CONDITIONS OF CONTRACT

CONTRACT FOR PROCUREMENT

ECMWF/RFP/2017/258

for

THE ORGANISATION OF THE “*ECMWF SUMMER OF WEATHER CODE*” AT ECMWF, SHINFIELD PARK, READING, UK

The Contract consists of
ANNEX 1: ECMWF's Terms and Conditions of Contract - Services
ANNEX 2: the Contractor's Proposal and
ANNEX 3: ECMWF/RFP/xxx for [brief description of services].
[ANNEX 4: ECMWF's Acceptance Letter - if applicable]

In the event of any conflict between these Annexes the order of precedence shall be:

- 1) ANNEX 1: ECMWF's Terms and Conditions of Contract - Services
- 2) ANNEX 3: ECMWF/RFP/xxx for [brief description of services].
- 3) [ANNEX 4: ECMWF's Acceptance Letter - if applicable]
- 4) ANNEX 2: The Contractor's Proposal.

Under this Contract made and entered into this _____ day of [month year]

by and between

the European Centre for Medium-Range Weather Forecasts (ECMWF), 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,

and

[Contractor, Contractor's address], registered in [State; City; Institution] no. [registration number]

(the Contractor),

ECMWF agrees to acquire and the Contractor agrees to provide the products and services described in this Contract on the terms and conditions provided herein and for a price of £ [xxxx].

IN WITNESS WHEREOF this Contract has been duly executed as of the date set forth above.

Signed for and on behalf of ECMWF _____ Signed for and on behalf of the Contractor _____

YOU ARE NOT REQUIRED TO SIGN THIS AS PART OF YOUR RESPONSE
However, you should confirm your agreement to the Terms and Conditions in accordance with para 3.8 of the Request for Proposal

By [XXXXXX]

by (name): _____

Its Director of [XXXXXXXXXX]

Its: _____

Addresses for contract notices:

For ECMWF

For the Contractor

Director of [XXXXXXX]

ECMWF
Shinfield Park
READING
Berkshire
RG2 9AX
United Kingdom

TERMS AND CONDITIONS OF CONTRACT - SERVICES

1 INTRODUCTION AND DEFINITIONS

- 1.1 These Terms and Conditions (“T&C”) shall apply to the procurement of any intangible beneficial function (e.g. advice, consultancy or some form of specialist activity) which is not ancillary to the supply of goods. These T&C shall also apply to any tangible items (e.g. documents, datasets and other materials) which are provided by the supplier or its agents, contractors or employees, as part of or in association with the function (“Deliverables”). In these T&C, the function and the Deliverables shall be referred to collectively as the “Services”.
- 1.2 ECMWF and the person or entity whose offer is accepted by ECMWF (“Contractor”) are “Parties” to these T&C. No third party is entitled to claim any rights under these T&C.
- 1.3 The entire agreement between the Parties relating to the acquisition of Services (“Contract”) consists of
 - ECMWF’s request for quote or request for proposal or invitation to tender including any specifications regarding the Services’ composition, and/or standard of performance (“Request”);
 - These T&C;
 - The Contractor’s proposal; and
 - ECMWF’s written acceptance thereof (“Acceptance Letter”), if any.
- 1.4 No variation of these T&C shall be valid unless it is confirmed in writing by authorised signatories of both Parties.

2 SUPPLY OF SERVICES

- 2.1 The Contractor shall from the date set in the Request or any other date agreed upon by the Parties in writing (“Commencement Date”) and for the duration of the Contract provide the Services to ECMWF in accordance with the terms of the Contract.
- 2.2 The Contractor shall meet any performance dates requested by ECMWF.
- 2.3 In providing the Services, the Contractor shall
 - co-operate with ECMWF and comply with all instructions of ECMWF;
 - perform the Services with care, skill, diligence in accordance with best practice in Contractor’s industry, profession or trade;
 - ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Request, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Contractor by ECMWF;
 - acquire for itself and at its own expense, all equipment, tools, vehicles and such other items as are required to provide the Services;
 - use high quality goods, materials, standards and techniques, and ensure that the Deliverables will be free from defects in workmanship, installation and design;
 - obtain and at all times maintain all necessary licences and consents, and comply with all laws applicable to the Contractor;
 - if applicable, comply with all relevant rules and regulations in force at ECMWF premises;

- hold all materials and data supplied by ECMWF to the Contractor in safe custody at its own risk and return them in good condition, unless agreed otherwise by ECMWF.

2.4 ECMWF shall

- if necessary, provide the Contractor with reasonable access at reasonable times to ECMWF's premises for the purpose of providing the Services;
- provide such information to the Contractor as the Contractor may reasonably request and ECMWF considers reasonably necessary for the purpose of providing the Services.

3 PRICE, CURRENCY, AND VAT

- 3.1 Unless otherwise agreed the total price payable by ECMWF shall remain fixed for the duration of the Contract, not be subject to any adjustment on the basis of the Contractor's cost experience in performing the contract, and must contain all charges, disbursements, ancillary costs and fees e.g. for accompanying licences.
- 3.2 The currency of the Request shall be in pounds sterling (£). The Contractor's prices shall be quoted in pounds sterling. The Contractor's invoices shall be submitted in pounds sterling. Payments by ECMWF to the Contractor shall be made in pounds sterling.
- 3.3 As a rule, ECMWF is exempt from all taxes and duties, including VAT, pursuant to the provisions of Article 4 of its Protocol on Privileges and Immunities available at <http://www.ecmwf.int/en/about/who-we-are/official-documents>. ECMWF does not undertake "economic activities". Therefore it is not a taxable person under Article 9 of Directive 2006/112/EC. Consequently, it does not have a VAT number. Accordingly, the Contractor shall take all necessary steps to facilitate ECMWF's exemption from VAT which might otherwise be payable in relation to the order. For these purposes, it shall request the necessary instructions from ECMWF and provide in due time the information which ECMWF requires.
- 3.4 ECMWF will not pay any other taxes or duties relating to the Contract or the Services.

4 INVOICING AND PAYMENT

Save where different payment terms are specified in the Request, ECMWF shall pay all invoices within 30 days of receipt provided the Contractor has complied with its obligations under the Contract, particularly with Article 2 of these T&C, and the invoice is correct, stating the applicable Services, the price, the Contractor's VAT number, any Order number and has been issued to Finance Section at ECMWF, Shinfield Park, Reading, RG2 9AX, United Kingdom, and sent thereto or to finance@ecmwf.int. The Contractor shall supply ECMWF with all necessary information as advised by ECMWF regarding the Services, in good time before the performance, to enable ECMWF to avail itself of its exemption from customs duties and taxes.

5 KEY PERSONNEL AND PERSONNEL

- 5.1 If ECMWF chooses to define key personnel in the Request, such personnel shall not be released or replaced by the Contractor without prior written consent by ECMWF. ECMWF's consent shall not be withheld unreasonably. Replacements shall be of at least equal status or of equivalent experience and skills to the key personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

- 5.2 Any personnel, including key personnel, shall be exchanged at ECMWF's request subject to four weeks written notice, unless extraordinary circumstances require a shorter notice period. In that case, ECMWF has to provide the Contractor with a written statement of grounds.
- 5.3 Personnel other than key personnel, may be exchanged at the Contractor's discretion subject to four weeks written notice, unless extraordinary circumstances require a shorter notice period. In that case, the Contractor has to provide ECMWF with a written statement of grounds.

6 CALL-OFF CONTRACT

- 6.1 In certain cases, meeting the initial Request may require more than one order. The award of a Contract based upon one such order does in no way limit ECMWF's right to invite new bidders for future orders under the same or a similar Request.
- 6.2 In such cases, the Contractor agrees that ECMWF may order further Services following the initial acquisition under the Contract and at the Price specified in the Contract or the Price in a quotation in response to a Request, as appropriate.

7 WARRANTY REMEDIES; TERMINATION

- 7.1 If the Services are not performed in accordance with Clause 2.3 and the Contractor fails to correct any breach in due time, ECMWF shall be entitled to avail itself of any one or more of the following remedies at its discretion: (a) to rescind or suspend the Contract with immediate effect; (b) to refuse to accept any further Service performance and to source alternatives without any liability to ECMWF; (c) to carry out at the Contractor's expense any work necessary to make the Services comply with the Contract; and (d) to claim such damages as may have been sustained in consequence of the Contractor's breach of Contract; and (e) to reclaim any advance payments ECMWF may have made; and (f) to offset any such claims for damages or refunds against any outstanding portion of the price.
- 7.2 ECMWF may resort to any one or more of the remedies stipulated in Clause 7.1, mutatis mutandis and with immediate effect upon written notification, if it comes to the conclusion:
 - That the Contractor has committed errors, irregularities, fraud or breaches of other obligations under the Contract; or
 - That the Contractor is involved in any legal proceedings concerning its solvency, or ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt, or enters into liquidation whether compulsory or voluntary (other than for the purposes of an amalgamation or reconstruction) or makes an arrangement with its creditors or the Contractor is placed into administration or has an administrator, receiver or manager appointed over all or any part of its assets or generally becomes unable to pay its debts; or is acquired by or merged with any third party.
- 7.3 It is left to the Contractor to provide evidence to rebut ECMWF's conclusions. ECMWF may take timely rebuttals into account, reconsider the remedies, or enter into negotiations with the Contractor.
- 7.4 ECMWF reserves the right to terminate any Contract at thirty (30) days' notice, without limiting its other rights and remedies. The Contractor has the right to terminate any Contract at sixty (60) days' notice without limiting its other rights and remedies.

8 FORCE MAJEURE

Neither party shall be liable to the other party for any delay in or failure to perform its obligations as a result of any cause beyond its reasonable control (“Force Majeure”) provided the affected party notifies the other party as soon as reasonably practicable. If any Force Majeure event continues for at least 90 days, either party shall be entitled to terminate the Contract with immediate effect by notice in writing to the other party.

9 CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason, the Contractor shall immediately deliver to ECMWF all Deliverables whether or not then complete, and return all material and data supplied by ECMWF. Upon inspection of the Deliverables, ECMWF may choose to keep and pay for incomplete Deliverables proportionately or otherwise return them to the Contractor and not make any payment for incomplete Deliverables.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 ECMWF shall own the Deliverables and all intellectual property rights in the Deliverables.
- 10.2 Clause 10.1 does not apply to the Contractor’s pre-existing intellectual property rights or rights that the Contractor may have developed or acquired independently of the performance of his obligations under these T&C. In such cases, the Contractor grants ECMWF a free, non-exclusive, irrevocable, worldwide, transferable, sub-licensable and time unlimited licence to use all such intellectual property rights as are necessary for the use of the Services and in particular the Deliverables, including for their maintenance, modification, and replacement by or on behalf of ECMWF. The Contractor warrants to be entitled to grant such a licence.
- 10.3 Ownership of the Deliverables shall be fully and irrevocably acquired by ECMWF under the Contract from the moment they are accepted by ECMWF as being in compliance with the Contractor’s obligations under the Contract, particularly with Article 2 of these T&C. ECMWF shall notify the Contractor in due time if it does not accept the Deliverables. If so, it shall notify the Contractor and, if necessary, return the Deliverables immediately.

11 INDEMNITY

The Supplier shall keep ECMWF indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by ECMWF or any of its Member States as a result or in connection with any claim, including but not limited to claims for actual or alleged infringement of a third party’s intellectual property rights, brought against ECMWF arising out of, or in connection with ECMWF’s receipt or use of the Services to the extent that the claim is attributable to the acts or omissions of the Contractor, its employees, agents, or subcontractors. This Clause 11 shall survive termination of the Contract.

12 PUBLICITY & CONFIDENTIALITY

- 12.1 The Contractor may not use ECMWF's name for advertisement, reference or publicity purposes without ECMWF's prior written consent.
- 12.2 If either party learns of confidential or proprietary information of the other party, it may not disclose such information without prior written consent of the other party. This obligation will survive the expiry or termination of the Contract for a period of five (5) years or until such earlier time as the confidential information concerned reaches the public domain other than through the receiving party's own default.
- 12.3 Either Party shall keep all of the other Party's confidential technical or commercial know-how, specifications, inventions, processes, or trade secrets ("Confidential Information") in strict confidence, unless otherwise is required by law or any regulatory authority. This obligation applies to the Parties' affiliates or Member States, their employees, agents, or sub-contractors. Each Party shall only disclose such Confidential Information to those affiliates' or Member States' employees, agents, or sub-contractors who need to know it for the purpose of discharging the disclosing Party's obligations under the Contract. Each Party must assure that all such recipients of Confidential Information comply with the obligations set out in this Clause. This Clause 12.3 shall survive the termination of the Contract.

13 INSURANCE

The Contractor shall carry public liability and professional indemnity insurance (or equivalent cover or contingency arrangements) for at least £2 million for all liabilities that may arise out of the Contractor's performance or non-performance of its obligations under the Contract. Upon request, the Contractor shall provide evidence of such insurances or such other cover or contingency arrangements as the Contractor maintains, to the satisfaction of ECMWF.

14 PERSONAL DATA

- 14.1 Where the work under the Contract requires the processing of personal data by a Contractor, the personal data shall be processed by the Contractor in accordance with the national data protection legislation (or other equivalent law or regulation) to which the Contractor is subject or, if the Contractor will process personal data outside the European Economic Area, it shall be processed by the Contractor in a manner which adequately satisfies European Union personal data protection concerns. The Contractor shall designate a responsible member of staff as its data controller and enable ECMWF to publish the contact details of its data controller for use by ECMWF and the subjects of the personal data which it processes.
- 14.2 Subjects of personal data shall have the right of access to their personal data and the right to rectify any such data. Should they have any queries concerning the processing of their personal data, they shall address them to the relevant data controller.
- 14.3 Subjects of personal data processed by Contractors shall have the right of recourse at any time to the authority designated under relevant national legislation (or equivalent law or regulation) to receive complaints on personal data protection.

15 RECOVERY

ECMWF reserves a right to recover from the Contractor any amounts that have been paid to the Contractor but which are not due. When ECMWF identifies such amounts and notifies the Contractor of its intention to recover such amounts, they shall be treated by both parties as debts and shall be payable by the Contractor immediately. If applicable, ECMWF may choose to set off such amounts in full against any outstanding claim the Contractor may have against ECMWF.

16 GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1 The parties shall attempt to settle any dispute between them in an amicable manner and, if unsuccessful, first refer the dispute to proceedings under the International Chamber of Commerce's (ICC) Mediation Rules. If the dispute has not been settled pursuant to the said Rules within 45 days following the filing of a request for mediation or within such other period as the Parties may agree in writing, such dispute shall thereafter be finally settled under the ICC Rules of Arbitration by one (1) arbitrator appointed in accordance with the said Rules of Arbitration. The Place of Mediation and Arbitration shall be London, England. The proceedings shall be in the English language.
- 16.2 Recourse to regular courts of law, also in cases of injunctive relief, is excluded.
- 16.3 It is the intention of the Parties that these T&C shall comprehensively govern the legal relations between the Parties, without interference or contradiction by any unspecified law. Without prejudice to ECMWF's status as an Intergovernmental Organization, reference shall be made to the substantive Laws of England and Wales where:
- A matter is not specifically covered by these T&C; or
 - A provision of these T&C is ambiguous or unclear.

17 MISCELLANEOUS

- 17.1 The Contractor may not sub-contract or assign any of its obligations under the Contract except with ECMWF's express written permission and upon the basis of specific terms, provided by ECMWF, to apply as between the Contractor and its sub-contractor or assignee.
- 17.2 No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.
- 17.3 In the event of any inconsistency between any terms of these T&C, or a contract incorporating the former, and any translation thereof into another language, the English language meaning shall prevail.
- 17.4 If any provisions of these T&C are or subsequently become invalid for any reason, the remaining provisions shall remain in full force and effect.