

**REQUEST FOR PROPOSAL**

**ECMWF/RFP/2018/276**

for

**THE PROVISION OF SPECIALIST PROJECT CONSULTANCY  
SERVICES TO SUPPORT THE ECMWF DATA CENTRE  
RELOCATION PROGRAMME (THE BOND PROJECT)  
& OTHER AD HOC REQUIREMENTS**

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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 purpose of seeking interest and outline proposals from potential suppliers for provision of specialist consultancy services primarily to support its active BOND programme, but also other ad hoc requirements. The BOND programme oversees the relocation of ECMWF's data centre from its current facility in Reading, UK to a new data centre in Bologna, Italy. The BOND Programme Office, for whom the consultants will be working, is based at ECMWF's premises in Reading, UK and works closely with the delivery team in Bologna.

ECMWF is looking to create a 'pre-approved list of suppliers' for four different consultancy 'service areas' (please refer to Annex 1). Responses from interested parties will be evaluated in line with the criteria detailed in section 1.8.

The RFP will remain open for a total of 12 months. The initial batch of responses received by 17 August 2018 (15:00 UK Local time), will be evaluated and either accepted onto the pre-approved supplier list, or rejected. Every month thereafter, ECMWF will evaluate any further responses received, and again, these will either be accepted onto the list, or rejected. The final date which a response can be submitted is 17 August 2019.

It is envisaged that, as a result of the evaluation of the responses, the selected suppliers will be placed on the list for relevant 'service areas' and future service requirements will then be offered to those suppliers in line with the process detailed in section 1.8.

The submission of a response to this RFP shall constitute an offer that may be accepted by ECMWF which will be a part of a binding contract when ordering specific services in line with the process described below. The offer and agreed terms and conditions will form the basis under which future specific services will be tendered, and no other terms & conditions will be accepted (please see note below referring to ECMWF Copernicus requirements). **Suppliers must assess the acceptability of such prior to responding to this RFP.**

Tenderers responses should reflect that the pre-approved consultants list will be used primarily for the BOND project, but additional work may be sought for other general ECMWF consultancy requirements, including Copernicus (NB: Copernicus

requirements will however be subject to separate Terms & Conditions which will be shared with suppliers at the mini competition stage)

## **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 its Headquarters at Shinfield Park, Reading, UK. ECMWF is currently relocating its data centre from Shinfield Park site to a new location at the Tecnopolo di Bologna campus, Italy. Information relating to the Bologna site can be found at <https://www.ecmwf.int/en/about/media-centre/press-kit-bologna-host-ecmwfs-new-data-centre>

### **1.2 Background to the project**

The background to this RFP is described in Annex 1.

### **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**

ECMWF shall not process any enquiries or requests for clarification for this RFP.

### **1.5 Timetable for procurement**

ECMWF envisages the following timetable for this RFP

RFP published	30 July 2018
Evaluation of the 1 <sup>st</sup> batch of responses starts	17 August 2018 (15:00 UK local time) *
Final date that a response can be submitted	17 August 2019 (15:00 UK local time)
Confirmation of acceptance /rejection	4 weeks after response date
<b>*ECMWF envisages to evaluate further responses received on a monthly basis after the initial closing date (17 August 2018).</b>	

#### 1.6 Submission of responses

The respondent must submit their response to **RFP276@lists.ecmwf.int** as an email with **a single attachment in pdf format** containing its complete response to this RFP including Annex 3 Submission Form. 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/2018/276 Specialist Project Consultancy Services

Respondents can submit additional documentation they deem relevant for their response however these should be included within the single response file in pdf format (not as separate attachments). ECMWF reserves the right to disregard any additional documents which are excessive in number or not relevant.

Please note that ECMWF reserves the right to contact suppliers 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 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

All responses will be evaluated based on the criteria shown in the table below:

<b>High level evaluation criteria</b>  (both Company and team individuals)
<b>Quality</b> - Knowledge of and relevant experience in the service area(s) applied for
<b>Price</b>

Following the evaluation of responses for the high-level criteria above, suppliers will be either accepted or rejected on the basis of value for money.

As a result of this evaluation, ECMWF will establish a list of pre-approved suppliers to whom future service requirements will be offered in line with the process below. Please note that, in order to maintain supplier expectations, and to ensure that the list is manageable, with adequate cover for all Service Areas, ECMWF may cap the number of pre-approved suppliers per Service Area.

#### Service Requirements Process

For individual consultancy requirements ECMWF will either run a ‘mini competition’ with the pre-approved suppliers relating to that Service Area, or negotiate directly with one or more of those suppliers based on the rates offered under the supplier’s proposal. The most appropriate method of procurement of services will be selected to meet deadlines whilst still adhering to the Centres tendering requirements. Specific supplier staff nominated at this stage of the process may be asked to undergo an interview to assess suitability prior to a final decision being made.

Please note that whilst it is envisaged that all ‘pre-approved suppliers’ will have the opportunity to bid for services during the lifetime of this arrangement, there is no guarantee as to the level of work to be offered.

All respondents to this RFP will be notified as to whether they have been accepted or not onto the pre-approved supplier list.

#### **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**

Suppliers should submit their responses by using the submission form in Annex 3.

### **3.1 Information about the respondent and service area(s) being applied**

- (a) Please give details of your company, stating its full registered address and company registration number. ECMWF may check the financial status of the company (Submission form, Section 1).
- (b) 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 (Submission form, Section 2)
- (c) Please indicate the service area(s) that you are applying (Submission form, Section 3)

### **3.2 Summary**

Respondents should include a brief executive summary of the response to the RFP (Submission form, Section 4). This should include in brief terms your company's history and your recent provision of consultancy services relating to the service area(s) for which you are applying, including work on data centres and the relocation of such, if applicable.

### **3.3 Economic and financial capacity**

Please provide financial data from your organisation's accounts (Submission form, Section 5).

#### 3.4 **Staff resources**

- (a) Please give details of your staff numbers, their skills and locations relevant to the 'service area(s)' for which you are applying (Submission form, Section 6). Please also include example CVs of staff who could be assigned to the service(s) applied for (No more than 3 per service area).
- (b) Please set out any key skill or employee dependencies and the availability of replacement skills in those areas, which should take into account the possible requirement for support at short notice (Submission form, Section 6).
- (c) Provide details of how you would support ECMWF operations in both Reading and Bologna (Submission form, Section 6).

#### 3.5 **Experience and references**

Please summarise your experience with project examples related to the Service Area (s) applied for, which were carried out over the past 3 years (Submission form, Section 7).

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

#### 3.6 **Commercial arrangements**

- (a) Please provide prices in the format of the table in Section 8 of the submission form. Prices shall be firm and fixed for 12 months and quoted either in pounds sterling (£) or euros (€), net of taxes and VAT. The rates quoted shall remain valid for one year.
- (b) Please state any formula or index that you would use to change the rates over time. You should assume that the initial period for inclusion on the pre-approved list would be 2 years starting on 01 September 2018 and that the appointment may be extended.
- (c) Please indicate any discount levels that you may offer (eg volume related)

#### 3.7 **Standards and procedures**

Suppliers are not required to respond to this section at this time, however, details of your quality assurance processes and management systems and if applicable, any quality related accreditations or certifications you hold, may be requested at the mini competition stage.

#### 3.8 **Terms and Conditions**

The terms and conditions for this contract are at Annex 2. No other terms and conditions will be considered (subject to Copernicus requirements specified at the mini competition stage).

Please confirm in Section 9 of the Submission form that you agree to the Terms and Conditions at Annex 2. The proposal which you submit, clarified if necessary, will be part of the contract.

## ANNEX 1 BACKGROUND & REQUIREMENTS

### Objectives:

ECMWF seeks to establish a pre-approved list of suppliers for provision of consultants to support their ongoing activities within the BOND data centre relocation programme and other activities at their headquarters in Shinfield Park, Reading. Suppliers are invited to provide a response covering the service areas detailed to be supplied in a manner consistent with ECMWF's strategic goals. Due to specific time constraints within the BOND Programme, the aim of this list is to enable ECMWF to make swift appointments for specialist consultancy services as the need arises, whilst adhering to its rules and regulations.

There are four service areas that are included within the RFP, as follows:

- IT
  - IT strategy
  - IT architecture planning and design
  - Information Security and in particular identity and access management design and set-up
  - ITSM design and in particular CMDB definition and implementation
  - IT and application automation and in particular implementation of an automation system based on puppets
  - IT testing and commissioning and in particular the development of systems test plan, acceptance tests and conformity matrix
  - Support to the project Delivery Managers consisting of but not limited to: maintaining project plan, schedule and documentation, managing the flow of information between teams, helping with risk management, and co-ordinating meetings and events in support of the projects.
- Building services engineers, CAD and BIM services, design, testing and commissioning
- Project and Programme management, cost control
- Interior design and space planning

### Background:

The Centre's premises at Shinfield Park, Reading, were built almost 40 years ago and were constructed for a up to 155 personnel. The Centre currently employs around 340 personnel. This growth has necessitated several building extensions on the current site to meet the growing need to accommodate increased staff numbers.

The current accommodation at Shinfield Park has shortcomings including that:

- The current high-performance computing (HPC)/ data centre facility does not offer the required flexibility for future growth and changes in HPC technology;

In February 2017 ECMWF Council accepted the proposal from the government of Italy to provide a data centre facility in Bologna to meet the Centres long term needs. In June of the same year, ECMWF signed the formal agreement.

Following Council agreement to relocate the data centre to Bologna a number of activities have been identified that will be necessary to successfully install and operate the new ECMWF HPC from Q4 2020.

Due to the complexity of these activities and the interdependencies between them ECMWF have identified 6 Projects that need to be run simultaneously to meet the critical deadlines defined by the purchase, installation, testing and operation of the new HPC.

The 6 projects have been identified as;

- New Data Centre Delivery (responsibility for the design, construction and delivery with the Regione Emilia Romagna in Bologna)
- Data Centre and IT Fit-out (ECMWF managed)
- HPC 2020 (ECMWF managed)
- IT Transformation (ECMWF managed)
- Migration (ECMWF managed)
- Administration Processes (ECMWF managed)

Once operational in September 2020 modifications will be required to the existing data centre at Shinfield Park which is likely to impact on the overall operations at the ECMWF accommodation in Reading. Accordingly, a 7th project has been included in the programme;

- Decommissioning of Existing Data Centre

Due to the complex nature of each project and the interdependencies between them, the seven projects have been combined into a Bologna Data Centre Programme, referred to by ECMWF as the BOND Programme.

As the BOND Programme is evolving, it is not possible at this time to provide suppliers with details of the specific appointments that will be made through the list, and this will be managed at the mini competition stage.

Implementation Plan/Milestones:

There are a number of critical milestones within the BOND Programme shared across the different projects. Shown below are the current target dates, but these may be subject to change due to external influences beyond ECMWF control.

- Oct 2018 Works start on site in Bologna for the construction of the data centre within an existing building
- Aug 2019 ECMWF have access into data halls in Bologna to commence IT and infrastructure fitout
- Sep 2019 Testing and Commissioning of data centre systems

- Oct 2019 Construction works complete - Data centre handover from Regione Emilia Romagna to ECMWF
- Sep 2020 New HPC fully operational in Bologna

## **Requirements**

Taking into account the above, Suppliers are requested to provide background information of their relevant experiences to show how they believe they can provide support to the BOND Programme during the critical phases and beyond, both at Reading and in Bologna, and/or other general requirements in line with the service areas specified.

Suppliers are invited to provide a proposal for one or more Service Areas, as scheduled above, and shall provide relevant supporting information for each.

**ANNEX 2 TERMS AND CONDITIONS**

Agreement

for Establishing a Pre-approved list of Suppliers

for

THE PROVISION OF SPECIALIST PROJECT CONSULTANCY  
SERVICES TO SUPPORT THE ECMWF DATA CENTRE RELOCATION  
PROGRAMME (THE BOND PROJECT) & AD HOC REQUIREMENTS

REF: ECMWF/RFP/2018/276

This Agreement consists of:

- ANNEX 1: ECMWF's Terms and Conditions;
- ANNEX 2: the Contractor's Response to the RFP; and
- ANNEX 3: ECMWF/RFP/2018/276.

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

- 1) ANNEX 1: ECMWF's Terms and Conditions.
- 2) ANNEX 3: ECMWF/ RFP/2018/276.
- 3) ANNEX 2: The Contractor's Response to the RFP.

Under this Agreement made and entered into on [date]

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),

Each individually referred to as "Party" and jointly referred to as "Parties".

ECMWF agrees to admit the Contractor to its Pre-approved List of Suppliers for the Provision of Specialist Project Consultancy Services to Support the ECMWF Data Centre Relocation Programme (The BOND Project) & ad hoc requirements on the basis of the Contractor's response to the RFP. ECMWF may invite one or more admitted suppliers from the list to respond to individual Requests and may select one or more of these suppliers in accordance with Annex 3. The Requests can be issued as Mini-Competitions or Direct Quotations. The Contractor, if selected, agrees to supply the services, as outlined in its Response, in accordance with this Agreement and for the price(s) set out in the Contractor's Response.

ECMWF may choose to add Contractors to the Pre-approved List of Suppliers at any time.

This Agreement becomes effective on the day on which ECMWF confirms that the Contractor has been admitted to its Pre-approved List of Suppliers. Unless terminated in advance or extended by way of an agreed variation, this Agreement shall expire and cease to have effect no later than 31 August 2020, the End Date. At thirty (30) days' notice prior to the End Date, ECMWF can extend the term of the Agreement by an additional twelve (12) months.

IN WITNESS WHEREOF this Agreement 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

By Nyall Farrell

By (name): \_\_\_\_\_

Its Director of Administration

Its (position): \_\_\_\_\_

Addresses for contract notices:

For ECMWF:

For the Contractor:

Director of Administration

ECMWF, Shinfield Park, READING,

RG2 9AX, United Kingdom

## ANNEX 1: TERMS AND CONDITIONS

### 1 INTRODUCTION AND DEFINITIONS

#### 1.1 GLOSSARY

Commencement Date	The date set in the Request or any other date agreed upon by the Parties in writing
Confidential Information	A Party's technical or commercial know-how, specifications, inventions, processes, trade or other secrets or information marked as "confidential"
Contractor	Provider of Services under this Agreement
Data Protection Law	The General Data Protection Regulation 2016/679/EU, as amended, and any other data protection law applicable to the Contractor
Deliverables	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
Direct Quotation	Request directed at one selected supplier
End Date	The date after which the Agreement ceases, subject to an extension by ECMWF by twelve (12) months or a mutually agreed extension of a different duration
Request for proposal ("RFP")	ECMWF's Request for Proposal ref: ECMWF/RFP/2018/276
Force Majeure	Causes beyond a Party's reasonable control
Function	Intangible beneficial service (e.g. advice, consultancy or some form of specialist activity) which is not ancillary to the supply of goods
Mini-Competition	Request directed at more than one competing suppliers
Request	Invitation by ECMWF issued to one or more admitted suppliers from the list to respond to individual requests for the provision of services

Response	Contractor's offer following the invitation to a mini-competition or a request for a direct quotation
List of Suppliers	Group of Contractors ECMWF/ITT/ RFP/2018/276
Services	Refers to Function and the Deliverables collectively

- 1.2 The Terms and Conditions (T&C) shall govern the Agreement and apply to the procurement of any Function which is not ancillary to the supply of goods and to any Deliverables, jointly referred to as Services.
- 1.3 ECMWF and the Contractor are Parties to the Agreement. No third party is entitled to claim any rights under these T&C or the Agreement.
- 1.4 No variation of the Agreement be valid unless it is confirmed in writing by authorised signatories of both Parties.
- 1.5 ECMWF is an inter-governmental organization, supported by 34 Member and Co-operating States, and has its headquarters in the United Kingdom. ECMWF is currently establishing a site in Bologna, Italy. This site will not be operative before mid-2019. ECMWF, through its Convention, has undivided legal capacity in all its Member and Co-operating States' jurisdictions. All of ECMWF's sites operate under specific privileges and immunities, conferred to ECMWF through its Member States. All privileges and immunities are vested in ECMWF's Protocol of Privileges and Immunities and specified in the hosting agreements entered into between ECMWF has its hosting States, the United Kingdom and the Italian Republic. Until further notice, ECMWF will exercise these T&C through its headquarters and will deem all services performed under these T&Cs to be received at ECMWF headquarters.

## 2 SUPPLY OF SERVICES

- 2.1 The Contractor shall from the Commencement Date and for the duration of the Agreement until the End Date or any other date agreed upon by the Parties in writing provide the Services to ECMWF in accordance with the terms of the Agreement.
- 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, as outlined in the Response and within the price ranges set in the RFP, shall remain fixed for the duration of the Agreement, 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 Contractors may respond to prices or price ranges in this RFP in pounds sterling (£) or Euro (€). The Contractor's prices shall be quoted in each Response in that currency. The Contractor's invoices shall be submitted in that currency. Payments by ECMWF to the Contractor shall be made in that currency.
- 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 <https://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 Agreement 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 Agreement, 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](mailto: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 FRAMEWORK AND MULTIPLE ORDERS

- 6.1 This Agreement is part of a list of multiple eligible recipients of Requests from ECMWF. Meeting ECMWF's demands may require multiple similar or even identical Requests. Accepting one Contractor's Response based upon one such Request does in no way limit ECMWF's right to invite other members on the list to submit Responses to similar or identical Requests.
- 6.2 The Contractor agrees that ECMWF may order additional Services at any time during the duration of this Agreement at the Price(s) provided in the initial Response.
- 6.3 ECMWF has no obligation to place any orders under this Agreement.

## 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 Agreement or the order 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 Agreement; 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 Agreement; 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 Agreement at thirty (30) days' notice, without limiting its other rights and remedies. The Contractor has the right to terminate Agreement and any order thereunder 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 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 Agreement with immediate effect by notice in writing to the other party.

## 9 CONSEQUENCES OF TERMINATION

On termination of the Agreement 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. It shall either own or have an unrestricted license to use any and all intellectual property rights vested 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 Agreement from the moment they are accepted by ECMWF as being in compliance with the Contractor's obligations under the Agreement, 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 Agreement.

## 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 Agreement 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 Agreement. 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 Agreement.

## 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 Agreement. 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 processing of personal data by the Contractor is required under these T&C, the Contractor shall process personal data in accordance with the General Data Protection Regulation 2016/679/EU, as amended, and any other data protection law applicable to the Contractor (“Data Protection Law”) during the term of these T&C. If the Contractor processes personal data outside the European Economic Area (EEA), or allows such personal data to be accessed from outside the EEA, it shall do so in a manner which satisfies applicable Data Protection Law for the implementation of adequate safeguards for transfers of personal data to third countries not subject to an adequacy decision of the European Commission (e.g. under an agreement between the Contractor and the third-country recipient organisation using European Commission approved Model Contract Clauses or, in the case of the United States of America, covered by the Commission approved “Privacy Shield” or any subsequent similar arrangement).
- 14.2 The Contractor shall implement appropriate technical and organisational measures to ensure the security of personal data processed pursuant to these T&C. Upon termination or expiry of these T&C and the underlying Framework Contract or upon ECMWF’s request, the Contractor shall either delete or return to ECMWF all personal data processed under these T&C, unless Data Protection Law requires otherwise.
- 14.3 If so required under applicable Data Protection Law, the Contractor shall designate a Data Protection Officer (DPO) and supply appropriate contact details of its DPO to ECMWF and the data subjects. ECMWF may publish that information through the ECMWF Websites for use by the data subjects, whose personal data is processed by the Contractor. The Contractor shall promptly report to ECMWF any change to the identity of the Contractor’s DPO. Until further notice, ECMWF’s interim DPO can be reached as follows: pii-protection-officer@ecmwf.int or ECMWF PII Protection Officer (Legal Section); ECMWF, Shinfield Park, Reading, RG2 9AX, United Kingdom.
- 14.4 The Contractor shall, without delay, pass on to the DPO of ECMWF any requests or complaints made by data subjects relating to the processing of their personal data in the exercise of their rights under applicable Data Protection Law. The Contractor shall provide, free of charge, all support necessary for ECMWF to respond to and/ or fulfil all such requests and complaints.
- 14.5 The Contractor shall notify ECMWF of any security incidents, events or weaknesses (e.g. data breaches or suspected data breaches) impacting or capable of impacting the security of personal data processed under these T&C.
- 14.6 The Contractor shall process, or permit to be processed, personal data only for the purposes of performing its obligations under these T&C and shall ensure that personnel of the Contractor is subject to an obligation of confidentiality in respect of the processing of personal data under these T&C.

- 14.7 For the avoidance of doubt, when processing personal information under these T&C, sub-processors engaged by the Contractor may qualify as sub-contractors and checks and controls pursuant to these T&C may be carried out with the aim of ensuring compliance with this Clause 14.
- 14.8 ECMWF shall comply with its own policies and procedures in respect of the protection of personally identifiable information, which it deems adequate to those of the General Data Protection Regulation.

## 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) or three (3) arbitrator(s) appointed in accordance with the said Rules of Arbitration. The default Place of Mediation and Arbitration shall be London, England, unless the Parties expressly agree on Bologna, Italy. 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 Nothing in the Agreement is meant to be construed as a waiver of any of the privileges and immunities conferred upon ECMWF by virtue of its Convention and Protocol.
- 16.4 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 Agreement 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.

**ANNEX 3 SUBMISSION FORM**

*Please see the separate word document for the Submission Form which needs to be completed by the suppliers.*