

REQUEST FOR PROPOSAL

ECMWF/RFP/2018/291

FOR

PROVISION OF WINDOWS BINARIES FOR ECMWF SOFTWARE PACKAGES

AT ECMWF, SHINFIELD PARK, READING, UK

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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 Windows binaries for ECMWF software packages at ECMWF's premises in Reading, UK.

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 currently has two sites in Reading including its Headquarters at Shinfield Park, Reading, UK.

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

Any enquiries or requests for clarification of any matters arising from this RFP should be sought from the Procurement Section at ECMWF and must be made in writing via e-mail as follows:

Contact name: Procurement at ECMWF

E-mail: **procurement@ecmwf.int**

Where ECMWF supplies further information, it will make this information available to 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: 15 November 2018 at 12:00 noon UK local time
- Closing date/time for submission of responses: 22 November 2018 at 12:00 noon UK local time
- Award of contract: December 2018

1.6 **Submission of responses**

The respondent 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 **procurement@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/2018/291 Providing Windows binaries for ECMWF software packages

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

All bids will be evaluated based on the criteria and weights shown in the table below:

Evaluation criteria	Weighting
Price	40%
Quality of proposal	60%

ECMWF reserves the right to negotiate with one or more respondents before taking a decision on the placing of a contract. Following notification of the result of your bid you may request feedback on the evaluation from ECMWF.

1.9 The Tenderer shall not:

- a. Consult, communicate or agree with any other Tenderer on any matter whatsoever related to the RFP;
- b. Disclose its proposed price for the RFP, whether directly or indirectly, to any other Tenderer but this shall not preclude the Tenderer from publishing its standard list prices;
- c. Make any attempt to induce any other person or organisation to submit or not to submit a Tender.

1.10 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. ECMWF may check the financial status of the company.

3.4 Staff resources

- (a) Please give details of your staff numbers and profiles relevant to the services requested.
- (b) Please set out any key skill or employee dependencies and the availability of replacement skills in those areas.

3.5 Customers and references

Please describe in brief terms your company's history and provide examples of previous projects for services relevant to the ones requested in this RFP. Please supply a list of three customers to whom similar services to those requested in this RFP are provided giving details of the annual revenue from the relevant contract and the types of services being provided. These should be customers where you have been providing services for at least three years.

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

3.6 Required information in response to Annex 1

In addition to the required information described in this Section 3, tenderers should also respond to the requirements indicated in Annex 1.

3.7 Commercial arrangements

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 minimum until 31 January 2019.

3.8 **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.

3.9 **Terms and Conditions**

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 <https://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. BACKGROUND

ECMWF develops various open source software packages to ease the access to its weather forecasts products. These software packages are used by Weather Services and commercial users of weather forecasts around the world. The packages are generally built and used on UNIX environments (Linux and MacOS), but there is an increased interest for Windows versions of the software.

Most of the code is written in C++, but a crucial library (ecCodes), used by most other packages, is written in C. This and the package Magics have already been successfully compiled and used on Windows, with specially created Visual Studio project files. All projects use CMake to create their Makefiles and manage the source builds. ECMWF wishes to use these CMake files as the basis of any future Windows builds to ease future maintenance.

2. SCOPE

The ultimate goal is to offer key software packages from ECMWF as part of conda-forge (<https://conda-forge.org>) which can run Windows builds using 'nmake'. The integration into conda-forge itself can be made by ECMWF. The following points should be taken into account when submitting a bid:

- Tasks/issues will be managed through an issue management system provided by ECMWF. This will be either ECMWF's in-house JIRA system or hosted on GitHub. Code contributions should be made through pull requests on GitHub and linked to issues raised prior.
- All code contributions to ECMWF software need to be under the Apache License 2.0 and need to transfer the IPR to ECMWF. Contributors will be of course acknowledged in the AUTHORS files of the packages.
- Some changes may need to be made to the C and C++ code.
- The build configuration should be based on the existing CMake files used under Linux. The necessary changes to the CMake configuration need to be contributed to the relevant packages. It is envisioned that the solution will be 'nmake' based rather than on 'Visual Studio' configuration files. This would allow automatic builds for testing and integration into conda-forge.
- There are existing tests which need to be integrated into an automatic test framework for Windows. The tests should run automatically upon contributions on the 'develop' and 'master' branches of the git repositories. We are open as to which provider of the testing service is chosen, as long as it gets integrated with GitHub.

- The source code of the two packages can be found on their respective download pages as source tarballs but will be made available through git (GitHub) source code management system during the project.
 - Eccodes: <https://confluence.ecmwf.int//display/ECC/Releases>
 - Magics: <https://confluence.ecmwf.int/display/MAGP/Releases>

Details of these points can be discussed with the successful tenderer prior to the start of the work.

3. TASKS AND DELIVERABLES

- Review current codes and assess work necessary for porting of codes to Windows.
 - Agree on work practices for developments and testing.
 - Ideally based on GitHub
- Enable Windows build
 - Enable builds for Windows for ecCodes (C) and Magics (C++)
 - Make necessary changes to the CMake configuration and C/C++ codes
- Enable automatic testing of Windows build
 - Enable continuous integration (CI) testing for Windows
- Providing training to maintainers
 - Allow maintainers to monitor the build and test process
 - Allow maintainers to change setup and trigger extra builds

All tasks and deliverables should be completed in Q1 2019.

4. REQUIREMENTS FOR TENDERER'S RESPONSE

In addition to the requirements described in Section 3 of the RFP document, tenderers are requested to provide the following in their proposals:

- An outline regarding how the above described deliverables can be achieved.
- Proposed time line and payment plan based on the deliverables for the necessary work.

ANNEX 2 PRICING INFORMATION

Tenderers shall provide their price proposal for delivery of all requirements detailed in Annex 1 by completing the table below. These costs shall be fully inclusive of all constituent elements, such as unit price, overhead rates (if any), expenses etc., communications with ECMWF (whether by telecom or meeting).

The price shall be firm and fixed and quoted in Sterling (£) net of taxes and VAT.

Deliverables	Resource	Day rate	Number of person days	Cost (£)
Review current codes and assess work necessary for porting of codes to Windows				
Enable Windows build				
Enable automatic testing of Windows build				
Providing training to maintainers				
Total cost				

ANNEX 3 ECMWF'S STANDARD TERMS AND CONDITIONS OF CONTRACT

CONTRACT FOR PROCUREMENT

ECMWF/RFP/2018/xxx

for

**THE PROVISION OF *SUBJECT OF REQUEST* 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 3.9 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 [XXXXXXXXXX]

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 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 <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 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 processing of personal data by the Contractor is required under this Contract, 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 this Contract. 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 this Contract. Upon termination or expiry of this Contract or upon ECMWF’s request, the Contractor shall either delete or return to ECMWF all personal data processed under this Contract, 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 its 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 this Contract.
- 14.6 The Contractor shall process, or permit to be processed, personal data only for the purposes of performing its obligations under this Contract and shall ensure that personnel of the Contractor is subject to an obligation of confidentiality in respect of the processing of personal data under this Contract.
- 14.7 ECMWF shall comply with its own policies and procedures in respect of the protection of personally identifiable information.

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) arbitrators 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.
- 16.4 Nothing in the Contract shall be considered a waiver of any of the privileges and immunities vested in ECMWF by virtue of its Convention and Protocol.

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.