Summer Of Weather Code - The Agreement

ARTICLE 1 –THE AGREEMENT
The ECMWF Summer of Weather Code Programme ("ESOWC" or "the Programme") is organized by the European Centre for Medium Range Weather Forecast (ECMWF), an international inter-governmental organization seated at Shinfield Road, Reading, RG2 9AX in the United Kingdom and regulated by these terms ("the Agreement").

ARTICLE 2 – OBJECTIVES OF THE PROGRAMME
1. The aim of the ESOWC is to develop innovative weather related software and technologies that address the challenges of handling large amount of data and transform it into information. For that purpose, ECMWF will publicly announce a number of challenges. The challenges can be responded to by qualified candidates, typically on the basis of written reports describing an open-software-based solution to the challenge ("Proposals").
2. From among all accepted Proposals, ECMWF has the right, but no obligation, to select five or less Proposals. If a Proposal is selected, its author will create the software or technology described in the proposal. Upon acceptance of the complete software or technology, along with the necessary documentations (jointly referred to as "Deliverables") by ECMWF, ECMWF agrees to pay a one-off payment of 5,000 GBP ("Grant") for each of the five Deliverables.

ARTICLE 3 – PARTICIPATION
1. Participation in the Programme is free of charge. The Programme is open to natural persons, either applying alone or jointly with others, filling in the required information and agreeing to these terms. Each person must (i) at the time of application be 18 years old or have the age required by applicable law in their country of residence to validly enter this Programme, whichever is higher, (ii) and hold a bank account in their country of tax residence, (iii) have access to all necessary hardware and software to submit a proposal and (iv) have sufficient software development experience ("Participants"). Participants can apply for more than one challenge. Participants proposing to work jointly with others must designate a representative, who will register on behalf of the team and provide name, surname and email address of each team member. Grants are payable per Deliverable, irrespective of the number of Participants behind it.

2. All Participants will be asked to go to https://www.ecmwf.int/en/learning/workshops/ecmwf-summer-weather-code-2019 and go to "Apply now". All Participants must accept these terms. There is no right to participate.

ARTICLE 4 - PROJECT PHASES
ESOWC is divided into four general phases:

1. **Phase: Registration Phase**
   Date: Between 21st January 2019 (12:00 UTC) and 17th April 2019 (12:00 UTC).
   Object: Every person wishing to participate can register and submit their proposal online at the Programme Website.
   Proposals received before 21st January or after 17th April 2019 will not be considered, answered or returned. All Participants must provide the following information: last name, first name, country of residence, email. They also must adequately demonstrate previous software development experience (e.g. through professional profiles such as GitHub or LinkedIn).

   Each Participant warrants that the information entered during her/his application to ESOWC is complete and accurate. Any false, incorrect or incomplete information may result in the application being rejected. The Participants are responsible to notify ECMWF of any changes to their personal information. ECMWF reserves the right to reject applications at any time.

Prior to obtaining access to ECMWF IT systems, each Participant must also complete, sign, and return a form acknowledging ECMWF Policies governing his/her work. A scanned copy of the original or an electronically signed document is sufficient.

Each Participant reads about the challenges proposed by ECMWF on GitHub.

2. **Phase: Projects Review**
Date: 21st April 2019 (12:00 UTC) to 1st May 2019 (12:00 UTC)
Object: ECMWF will review the submitted Proposals and select up to five which will be part of the ESOWC Programme for 2019. The selected Proposals will be announced on the Programme Website by 22nd May 2019 at 12:00 UTC.

3. **Phase: Coding Period**
Date: From 1st May 2019 at12:00 UTC until 30th August 2019 at 12:00 UTC
Object: One mission: develop innovative weather related technologies that address the challenges of handling large amount of data and transform it into information. During this period, the selected participants will be given access to a dedicated platform where they can track the progress of their projects and engage with mentors.

4. **Phase: Presentation of the Project**
Date: Friday, 20th September
Place: European Centre for Medium-Range Weather Forecasts, Reading, UK
Object: After the coding period the projects will be presented in an appropriate workshop.

ARTICLE 5 - Intellectual Property Rights
1. Each Participant warrants that their proposals have been created by them and are free from rights of third parties.

2. All Participants grant to ECMWF a free, non-exclusive, worldwide, non-transferable, license for each Proposal for the purpose of selecting winning Proposals. ECMWF shall retain no rights in proposals which were not selected.

3. Each Participant shall own Deliverables that have been created by them and all intellectual property rights contained in such Deliverables. All Participants grant to ECMWF a free, non-exclusive, irrevocable, worldwide, transferable, sub-licensable and perpetual license for his/her Deliverables. The Participant warrants to be entitled to grant such rights.

4. For the Participant's pre-existing intellectual property rights or rights that the Participant may have developed or acquired independently of the performance of his obligations, the Participant grants ECMWF a free, non-exclusive, irrevocable, worldwide, transferable, sub-licensable and perpetual license to use all such intellectual property rights as are necessary for the use of the Deliverables, including for their maintenance, modification, and replacement by or on behalf of ECMWF. The Participant warrants to be entitled to grant such licenses.

ARTICLE 6 – GRANT PAYMENT
After the Coding Period, ECMWF will undertake acceptance testing of the Deliverables to check them against the Proposals to assess their overall functionality. Upon acceptance, CommPla s.r.l. will, on behalf of ECMWF, pay the Grant as a one-off money transfer into a personal account as communicated by the selected Participants no later than 15 December 2019. Any fees charged by the Participant's bank are borne by the Participant. If no proper bank account is communicated, ECMWF will hold the Grant as a fiduciary until the account is properly named. If the amount cannot be paid within twelve months, it is considered as forfeited. No interest will be paid.

ARTICLE 7 – COMPENSATION
The Participant will, at no time, be considered a staff member or consultant of ECMWF. The Organizers will not bear any expenses of the Participant.

ARTICLE 8 – MODIFICATION AND TERMINATION OF THE ESOWC PROGRAMME AND THIS AGREEMENT

1. There is no right to participate in the Programme or to receive a Grant payment short of delivery and acceptance of the Deliverables.

2. The Organizers can terminate, shorten, extend, modify or otherwise change the Programme at any time prior to the selection of winning Proposals without cause and with immediate effect. All Participants have to be sent appropriate notifications for such changes to become effective. In case of termination of the Programme, all Agreements are deemed terminated with immediate effect. The Organizers do not owe any payment to the Participants and will return and/or delete all received proposals.

3. The Participant can terminate this Agreement at any time prior to submission of his/her Proposal with immediate effect. Such Participants will not be entitled to any portion of the Grant.

4. After the submission of a Proposal, the Organizers can terminate this Agreement with immediate effect if a Participant violates any of the Agreement's terms. In particular, ECMWF can terminate this Agreement if it has reasonable grounds to believe that the Participant has submitted any other but his/her own work as a proposal or has, in any way, shape or form, violated applicable provisions governing Intellectual Property Regulations or criminal provisions in his/her country of origin or at the seat of ECMWF in conjunction with the submission of his/her proposal. ECMWF can also terminate the Agreement if the Deliverables do not meet the criteria outlined in the Proposal. In case of a termination under this clause, ECMWF does not owe any portion of the Grant.

ARTICLE 9 - PERSONAL DATA

The ESOWC Privacy Statement applies to all personal data provided by the Participants in order to register and submit their Proposals.

ARTICLE 10 - CONFIDENTIALITY

Until one or more Proposals have been selected, all Proposals and all information related thereto are to be treated confidentially among the parties, unless ECMWF agrees otherwise in writing. After selection, non-selected Proposals are relieved of such requirements.

ARTICLE 11 - RESPONSIBILITY

1. The Programme Website or any of its content may be unavailable from time to time for scheduled maintenance or due to unforeseen circumstances.

2. Other than in cases of intentional or grossly negligent breaches of duty by its staff or representatives or claims resting on an injury to life, body or health, ECMWF shall not be responsible or liable to any Participant for any loss or damage of any sort incurred in connection with the Programme.

3. The Organizers shall also not be responsible or liable for the accuracy, usefulness or availability of any content of the Programme website. Any content made available for download or use through or within the Programme websites is supplied "as is" without further warranties of any kind, either express or implied, including, but not limited to, the quality, performance, merchantability or fitness for a particular use or purpose. Subject to the aforesaid, ECMWF shall not be liable for any damages, including but not limited to direct, indirect, special, incidental, punitive, exemplary or consequential damages arising out of the use or the inability to use content.

4. ECMWF shall not be liable and accept no representation or responsibility for the functionality or contents of external websites, services or software products hyperlinked from the Programme websites.

5. ECMWF disclaims all warranties related to the provision of the Programme.

ARTICLE 12– APPLICATION OF THE TERMS AND CONDITIONS

1. Nothing in or relating to these terms shall be deemed a waiver of any of the privileges and immunities of ECMWF with their respective Protocols on the Privileges and Immunities.

2. Any dispute between ECMWF and interested parties arising out of, or relating to, the Programme shall be resolved amicably by negotiation. If the dispute cannot be so settled, the parties agree to first enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within fourteen (14) days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing to the other party to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR. Unless otherwise agreed, the mediation will start not later than twenty eight (28) days after the date of the notice referred to in this Clause.

3. If the dispute cannot in accordance with Article 12.2, it shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or three arbitrators appointed in accordance with the said rules; sitting in London, England. The proceedings shall be in the English language. The right of appeal by either party to any national courts on a question of law arising in the course of any arbitral proceedings or out of an award made in any arbitral proceedings is hereby agreed to be excluded.