

REQUEST FOR PROPOSAL

ECMWF/RFP/2017/254

for

**THE PROVISION OF A SOCIO-ECONOMIC IMPACT STUDY
FOR 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 a report on the Socio-Economic Impact of ECMWF's activities related to increased expenditure on its High Performance Computer (HPC).

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 <http://www.ecmwf.int/en/about>

ECMWF 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 in the response to this RFP 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 Team at ECMWF and must be made in writing by post or e-mail as follows:

Contact name: Sylvia Baylis

Address: ECMWF
Shinfield Park
READING
RG2 9AX

E-mail: sylvia.baylis@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:

- Last date for submission of clarification questions 7 March 2017 at 14:00 UK local time
- Closing date/time for submission of responses 14 March 2017 at 14:00 UK local time
- Presentations by selected tenderers in week commencing 27 March (if required by ECMWF)
- Evaluation of proposals by ECMWF from mid March to early April (including clarification of bidder responses if required)
- Negotiations with tenderers in late March/early April
- Award of contract by mid April 2017

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 RFP254@ecmwf.int: as an email with attachments containing its complete response to this RFP including the 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/2017/254 Socio-Economic Impact study

You must NOT send or copy your response to the contact email address in 1.4 above or to any other ECMWF email address. 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

High level evaluation criterion	Weight
Proposed methodology	30
Previous relevant experience	30
Quality of resources	20
Price	20

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 , explaining how their report will be structured, what it will cover and what sources of data they will use.

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 **Response format**

Please describe how you would plan and manage the project, how you would interact with ECMWF during the project and the resources you would plan to use (see also 3.5 and Annex 1, section 4 below). You should also answer specific requests for response in the paragraphs and Annexes below. The response to this RFP must be in English.

3.4 **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.

3.5 **Staff resources**

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

3.6 **Customers and references**

Please describe in brief terms your company's history and your recent provision of Socio-Economic Impact studies in the geographical areas of interest to ECMWF. 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 the types of services being provided. These should be customers where you have been providing services in the last five years.

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

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 until 31 August 2017. Please provide the rates/costs you would use to price any additional similar work that ECMWF may require in 2017.

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 **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.

3.10 **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.

3.11 **Additional matters**

Please set out any additional information or other relevant matters which you think have not been adequately addressed in the RFP and/or merit further consideration in your response.

ANNEX 1 SPECIFICATION OF REQUIREMENTS

1. BACKGROUND INFORMATION

The European Centre for Medium-Range Weather Forecasts (ECMWF) is an independent intergovernmental organisation supported by 34 states.

ECMWF is both a research institute and a 24/7 operational service, producing and disseminating numerical weather predictions (NWP) to its Member States. This data is fully available to the national meteorological services in the Member States. ECMWF also offers a catalogue of forecast data that can be purchased by businesses worldwide and other commercial customers. The supercomputer facility (and associated data archive) at ECMWF is one of the largest of its type in Europe and Member States can use 25% of its capacity for their own purposes.

ECMWF's High Performance Computer (HPC) is the result of a competitive procurement carried out in 2012 and 2013. This resulted in ECMWF awarding a two-phase service contract to Cray UK Ltd to supply and support this HPC until mid-2018. The contract was signed on 24 June 2013. In 2015, Cray and ECMWF signed a contract amendment extending the support period to 30 September 2020.

In January 2017, ECMWF initiated a project that will lead to the procurement, installation and acceptance of the next HPC to be operational from 2020 onwards. This is a critically important project for ECMWF, which will help to accelerate the progress towards the ambitious goals set out in ECMWF's Strategy 2016-2025 (<http://www.ecmwf.int/en/about/what-we-do/strategy>). The Strategy calls for a substantial increase in HPC resources to facilitate advanced NWP research and to enable the implementation of significant upgrades to the operational forecasting system. The developments will be based on an Earth-system modelling approach that will deliver improved forecast accuracy at all time scales: medium-range, monthly and seasonal forecasts.

Improved forecasting capabilities, improved accuracy and reliability, will lead to better decision making, resource planning and efficiency gains in a number of societal sectors, improve society's preparedness for extreme events and enhance the protection of life and property. This improvement will be delivered by a combination of resources: namely our human resources, observations and the computing capacity of our supercomputer (HPC). The ability to demonstrate the impact of increased investment by our Member States in our HPC resources will be a key component of the Business Case for the HPC procurement project.

2. OBJECTIVES/AIMS

The socio-economic impact study will constitute a significant component of the Business case for investment in HPC at ECMWF. The Business case is to be presented to the ECMWF advisory committees in the autumn of 2017 and ultimately to the ECMWF Council in December 2017.

The study will analyse the socio-economic benefits in the ECMWF Member and Cooperating States of investment in ECMWF's HPC on selected societal areas.

The ECMWF HPC upgrade has impact throughout the Member and Cooperating States, in two ways:

1. HPC enhancement is required for the realisation of the ECMWF Strategy 2016-2025, to deliver improved forecast skill and hence quality to benefit forecast users in Europe. Societal and economic value is realised by end-users in weather-sensitive businesses and various public and private sectors due to better-informed decisions, better planning, improved efficiency and through the protection of life and property. ECMWF delivers digital forecasts that NMSs and other service providers adapt and tailor to users' needs, often combining the ECMWF forecasts with information from other sources. The societal areas to analyse could include for example Energy, Transport, Agriculture, Health et cetera
2. HPC enhancement facilitates cutting-edge NWP research (at ECMWF and in its Member States) delivering advancement of NWP and improved understanding of the modelling of the earth system (atmosphere, land, ocean, ice, ...).

The report will provide an outline of the methodology used, a description of assumptions made, and a detailed breakdown of economic benefits in each of the societal categories. These economic benefits should be demonstrable at a European level and respondent should demonstrate how they would extrapolate this macro vision from a more manageable combination of smaller individual sectors (e.g. public private service providers) or a national scale, especially focussing on a sample of ECMWF Member States (large or small). The respondent will propose the societal areas for study with a rationale for their choice. Furthermore, the respondent will describe in their proposal how to deal with the difficulty that the benefit derived from the provision of end-user services cannot solely be attributed to ECMWF, or indeed within ECMWF its HPC. The approach is to be developed in discussion between ECMWF and the contractor commissioned to do the work.

Three investment scenarios will be evaluated: x1, x1.5 and x2 the current HPC budget envelope. For each scenario, the likely achievable advances in terms of forecasting capability and accuracy will need to be identified. This part of the work will require

internal ECMWF resources, and will rely on internal and external expert advice. The x1 scenario should be developed from the current baseline (the existing HPC) taking into account the upgrade that can be obtained from a refresh of HPC at unchanged budget level, including technological advances in hardware and software, improved NWP science and new observations available to be realised at the relevant time frame.

Table 1 Improvement in forecasting capability for each of the three HPC budget scenarios in three areas of forecasting, and in NWP research. To be provided by ECMWF NWP experts.

HPC Budget scenario	X1	X1.5	X2
Global Medium-range forecasts	TBD	TBD	The goals set out in the ECMWF Strategy 2016-2025 fully realised
Global Monthly forecasts	TBD	TBD	
Global Seasonal forecasts	TBD	TBD	
Advancement in NWP	TBD	TBD	

The socio-economic impact study will be commissioned from an experienced company or individual with the required expertise that has conducted similar studies helping to identify the economic benefit attributable to science-based developments in Europe. A previous specific focus on NWP and weather-based sectors would be advantageous.

The socio-economic benefit to be assessed is the incremental increased benefit realised from the use of improved ECMWF forecasts and the increases in benefits from additional HPC funding to businesses, government agencies, researchers and other users within the ECMWF Member and Cooperating States. All relevant societal areas, at each forecast-range, will be considered, as schematically illustrated in Table 2.

Table 2 Relevance to each societal sector of improvement in forecasts (at three time ranges) and of advancement in NWP. Shown for illustration purposes only.

	Medium Range	Monthly	Seasonal	Advancement in NWP
Energy	high	low	Low	High

Health	high	high	Medium	High
Travel	Medium	low	Low	Medium
Others TBD	TBD	TBD	TBD	TBD

The economic value should be assessed for the areas agreed. Interviews with stakeholders will be required. The results for Europe will be obtained by scaling to include all ECMWF Member and Cooperating States.

3. METHODOLOGY FOR STUDY

ECMWF staff will provide the information in Table-1 (above) based on the ECMWF Strategy 2016-2025. ECMWF staff will assist the successful bidder in determining the relevance of these improvements in various societal sectors.

The study will evaluate the socio economic impact of improvements to ECMWF's forecasts in ECMWF Member and Co-operating States. A list of ECMWF's Member and Co-operating States can be found here:

<http://www.ecmwf.int/en/about/who-we-are/member-states>

The bidder will put forward a reasoned case for choice of countries and ECMWF must approve the choice before work commences, or the bidder may propose an alternative methodology. The bidder must explain how the study will be conducted and the sources of data in each country that will be used. The accuracy/reliability of the data must be stated together with the impact of any uncertainties in the data on the quantitative conclusions of the study.

The bidder must propose which sectors are to be studied in the countries selected. The final choice of sectors to be studied must be approved by ECMWF. The study report must include an analysis of the stakeholders who are impacted directly or indirectly by the ECMWF HPC project (public finance, environment, other economic sectors, demand for public services, end users, etc.).

The bidder must provide an estimate of the resources (staff time) that will be required from ECMWF and other stakeholders as part of this study. The types of resources and the stage of the project when they will be required should be given.

Once the data has been collected and analysed the contractor will present the initial results to ECMWF in case ECMWF has any input to the process from its knowledge of the forecasts and sectors. At least one week will be allowed for ECMWF to make input.

The draft report will be sent to ECMWF for comment and a meeting will be set up to allow ECMWF to ask questions and discuss the draft with the contractor. At least two weeks should be allowed for this.

The final report will be sent to ECMWF for comment and a meeting will be set up to allow ECMWF to raise any outstanding issues with the contractor.

Progress meetings may be by teleconference, whereas the meeting to discuss the final report will take place at ECMWF headquarters in Reading, UK .

The study will consist of

- Identification of the weather sensitive businesses and areas that are most relevant to this study (e.g. Energy, Transport, Agriculture, Health et cetera) .
- Identification of the stakeholders who are impacted directly or indirectly by the ECMWF HPC project (public finance, environment, other economic sectors, demand for public services, end users, etc.).
- quantification of the impact for each category and elaboration of a strategy to determine the economic value of these impacts based on existing economic data
- determination of the amount of negative or positive variation in economic benefit impacts for each category
- data aggregation and costs and benefits arising during the expected lifetime of the HPC.

4. PROJECT MANAGEMENT METHODOLOGY

Bidders must propose the methodology they would like to apply for the study based on their knowledge and experience with work of a similar nature. Examples of how the proposed approach was applied in previous projects must be provided. The methodology proposed must ensure that the final delivery is fit for purpose and remains within project cost and schedule.

Meetings either over the phone or in person will take place every two weeks to follow up on progress, to discuss and resolve issues that may emerge and to agree the next stages of the project.

5. DELIVERABLES FOR PROJECT

All deliverables and information provided to ECMWF must be in English. The deliverables include:

- An outline project plan/timeline to be provided with your response to this RFP
- a detailed project plan/timeline with resources, to be presented to ECMWF two weeks after Kick-Off. The project plan must be agreed by ECMWF before work commences.
- a description of what you are going to produce after you have held meetings with stakeholders
- a draft report by 30 June 2017
- a final report by 31 August 2017

ECMWF reserves the right to terminate the contract should any of the deliverables be, in the sole opinion of ECMWF, unsatisfactory and the Contractor has not remedied the defects within 30 days of being given notice to do so.

5.1 Format of the report

The report will start with an executive summary explaining the rationale for the study, an outline of how it was conducted and the quantitative results. Further sections of the study will include:

- An explanation of the importance of meteorological forecasting to society and its economy with reference to particular sectors. There should be a strong focus on severe weather events, as in the ECMWF Strategy. Mention of climate change will also be appropriate (although outside the direct remit of ECMWF) in the context of seasonal forecasting, and the frequency of extreme events
- An explanation of the need for/advantages of supercomputers in meteorological forecasting (to be provided by ECMWF)
- A description of the options studied and, in particular, an explanation of the effect on the forecasts of the budgetary factors used (with help from ECMWF)
- Countries chosen for the study and the rationale for these choices (or alternative methodology, if adopted)
- Sectors studied and an explanation of why meteorological forecasts are important, the current use of meteorological data by these sectors and what effects improved meteorological forecasts can/could have on the sectors considered (potential benefits)
- Sources of data used in each country, discussion and quantitative estimates of socio economic impact by sector and country, including margins for error in

the analysis A critical analysis of which impacts are due to ECMWF forecasts and which to the work of the NMS of the country.

- Extrapolation of results to cover all ECMWF's Member States and Co-operating States.
- Annexes as required

6. IMPLEMENTATION PLAN AND MILESTONES

The table below shows the project milestones. Please complete the table with your proposed dates in the format of a week number from contract award date in week 0.

Milestone	Week number or date
Contract award	0
Kick Off meeting	
Detailed project plan and time line	
Technical description of methodology	
Identification of the weather sensitive businesses (report)	
Stakeholder analysis (report)	
Draft study report	30 June 2017
Final report to ECMWF	31 August 2017
Final report updated with feedback from ECMWF, for presentation to the ECMWF Finance Committee	15 September 2017
Attendance at ECMWF FC (if requested by ECMWF)	17-18 October 2017

The successful bidder will be required to provide a more detailed implementation plan with milestones to be agreed with ECMWF as stated in the deliverables above.

7. RISK REGISTER

Please identify any significant risks to this project and explain how you would mitigate them.

ANNEX 2 PRICING INFORMATION

Please provide prices as follows in accordance with paragraph 3.7 above.

- 1) Price for the study and report deliverables as described (you may also provide a breakdown of the total price)
- 2) Any other costs that will be charged to ECMWF
- 3) Your rates/costs for additional similar work in 2017

ANNEX 3 ECMWF'S STANDARD TERMS AND CONDITIONS OF CONTRACT

CONTRACT FOR PROCUREMENT

ECMWF/RFP/2017/254

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

By [XXXXXX]

by (name): _____

Its Director of [XXXXXXXXXX]

Its: _____

Addresses for contract notices:

For ECMWF

For the Contractor

Director of [XXXXXX]

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 £1 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.