

REQUEST FOR PROPOSAL

ECMWF/RFP/2024/371

FOR

ECMWF User Outreach support materials

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1. INSTRUCTIONS TO PROPOSERS

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 development and delivery of material in scope of targeted user outreach services.

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 35 States. Information on ECMWF's activities can be found at https://www.ecmwf.int/en/about

ECMWF has currently three sites: its Headquarters at Shinfield Park, Reading, UK, a data centre in Bologna, Italy, and an interim site in Bonn, Germany, hosting all of ECMWF's EU-funded activities.

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. 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.

ECMWF reserves the right to retain all documents submitted by respondents in response to the RFP. Any information in such documents that is proprietary and confidential to the respondent will be handled confidentially by ECMWF provided it is clearly and specifically identified as such. Such obligation shall not apply if such information is or was obtained from other sources that do not bind ECMWF as to confidentiality or if the information is in the public domain. ECMWF may make responses available for evaluation purposes to authorised people including its governing body, committees, and professional advisers in addition to ECMWF's own personnel under the same conditions of confidentiality.

Please also note that all personally identifiable information (PII) requested by ECMWF or provided by respondents will be treated in accordance with the ECMWF Policy on Personally Identifiable Information

Protection (PIIP). It is available at https://www.ecmwf.int. ECMWF shall process all PII submitted by your response for the sole purposes of assessing your response. In doing so, ECMWF may share such PII with consultants or external advisors.

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 <u>by completing the Excel</u> "Questions/Answers" form (RFP 371 Request for clarification Form.xlsx) and submitting by e-mail as follows:

Contact name: Procurement at ECMWF

E-mail: procurement@ecmwf.int

The subject of the email must be: "Clarification to RFP/2024/371"

Where ECMWF supplies further information regarding the RFP or issues clarifications as a result of the questions received it will make them available through its web page in accordance with the timetable in Section 1.5, unless the question is specific to a supplier's proprietary solution. The identity of the questioner will not be revealed. The bidders are advised to follow ECMWF website for any updates or clarifications that may be announced.

1.5 Timetable for procurement

ECMWF envisages* the following timetable for this RFP:

RFP issuance date	11 th July 2024
Final date for receipt of clarification questions	15 August 2024
Clarifications will be answered latest by	22 August 2024
Closing date/time for submission of responses	29 August 2024 16:00 (UK local time)
Evaluation of proposals by ECMWF	September 2024
Negotiations with one or more Proposers	October 2024
Award of contract	1 st November

^{*}ECMWF reserves the right to postpone the dates from those published in this RFP.

1.6 Submission of responses

The respondents are encouraged to inform of their interest to respond by sending an email to the contact address shown in 1.41.4 above.

The respondent must submit their response to RFP371@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/2024/371"

You will receive an automated receipt confirmation upon submission of your response. If you do not receive one, you should contact procurement@ecmwf.int immediately. You must NOT send or copy your response to the contact email address in 1.41.4 above.

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 Timeliness of response

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 proposals. 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 Proposers who have provided ECMWF with an e-mail address for communication of additional information.

Technical failure, including of a computer, browser, e-mail system or internet connection, is not a valid reason for late or failed submission of a response, unless as a result of a failure of the ECMWF's IT systems, and in the case that there was no reasonable course of action the respondent could have taken to submit the response on time. It is important that you do not leave the submission of your response to the last minute.

1.8 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.

1.9 Evaluation method and selection criteria

Responses to this RFP will be evaluated based on the criteria and weights shown in the table below:

N	Evaluation criteria	Weighting
1	Track Record (previous relevant experience)	20%
2	Quality of Resources (based on generic profiles and associated CVs)	20%
3	Solution & methodology	20%
4	Management and coordination	10%
5	Price (including daily rates and response to Business Cases in Annex 3)	30%

ECMWF reserves the right to negotiate with one or more respondents before taking a decision on the placing of a contract. This may involve a meeting via video-conferencing. ECMWF cannot reimburse the respondents for any costs relating to such meetings. Following notification of the result of your bid you may request feedback on the evaluation from ECMWF.

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.

1.11 Validity

The proposal shall remain valid for a minimum of three months after the closing date for this RFP.

1.12 Diversity and inclusion

At ECMWF, we believe that scientific progress thrives in an environment that values diversity and inclusion. We are committed to fostering an organisation that is equitable, diverse, and inclusive, and to promoting gender balance in all aspects of our operations. We recognise that diversity and collaborative environment are essential for advancing scientific discovery and innovation, and we are dedicated to creating a culture that encourages and supports the contributions of individuals from all backgrounds. As part of this commitment, we encourage responses from companies who share our values and demonstrate a commitment to diversity and inclusion in their own organisations. In the event that multiple bidders present equally qualified proposals (discrepancy lower than 1%), ECMWF will take into consideration the diversity and gender balance of each bidder's organisation as a tiebreaker when making the final decision. Therefore, we invite all Proposers to provide details on their policies, programs, and practices related to diversity and inclusion, including gender balance and any initiatives or activities that they have implemented to support underrepresented groups in their organisation.

2. SCOPE OF SERVICE REQUIREMENTS

See Annex 1.

3. REQUIRED INFORMATION

Respondents must complete the Tender Submission Form in Annex 4 (RFP_371_ Annex 4_Tender Submission Form.docx).

3.1 Summary

Respondents should include a brief executive summary at the beginning of the proposal.

3.2 Company and contact 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.

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 Track record, customers and references

Please describe in brief terms your company's history and your recent provision of the services requested in this RFP. Please supply a list of three customers to whom similar services to those requested in this RFP have been provided.

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

3.4 Staff resources

- (a) Please give details of your staff numbers, skills and locations relevant to the services requested (including CVs or an outline of the particular qualifications and experience by key staff proposed);
- (b) Please set out any key skill or employee dependencies and the availability of replacement skills in those areas, particularly as regards the envisaged permanent point of contact.

3.5 Commercial arrangements

Proposers should provide their pricing by completing the template provided in **Annex 3 (RFP_371_Annex 3_Pricing tables.xlsx)**.

Pricing Template in Annex 3 asks respondents to provide their proposed daily rates for different types of resources which will be applicable for the future call for orders. Daily rates should remain valid for the duration of the contract.

Pricing template also contains three "Business Cases" corresponding to Work Packages 0, 1 and 3 (described in Annex 1) for respondents to complete with their proposed efforts and costs. Responses to these business cases will be used for tender evaluation purposes.

Evaluation of price criterion will take into account daily rates as well as the costs and efforts presented in response to business cases provided. This will also incorporate an assessment of value for money in terms of methodology proposed by respondents considering proposed efforts and costs.

The price shall be inclusive of all constituent elements, such as unit price, overhead rates (if any), expenses etc. The price shall be firm and fixed and quoted either in Pound Sterling (£) net of taxes and VAT.

3.6 Responses to the Specification of Requirements

Respondents should demonstrate their ability to meet the requirements set out in Annex 1. Respondents should present their proposals by completing the Tender Submission Form provided in Annex 4.

3.7 Terms and Conditions

The terms and conditions for this contract are at **Annex 2**.

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 2. The proposal which you submit, clarified if necessary, will be part of the contract.

3.8 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 a world-leader in weather and environmental forecasting. As an international organisation we serve our members and the wider community with global weather predictions and data that is critical for understanding and solving the climate crisis. We function as a 24/7 research and operational centre with a focus on medium and long-range predictions, holding one of the largest meteorological data archives in the world. This data is fully available to the national meteorological services in the Member States.

The success of our activities builds on the talent of our scientists and experts, strong partnerships with 35 Member and Co-operating States and the international community, some of the most powerful supercomputers in the world, and the use of innovative technologies and machine learning across our operations.

ECMWF is a multi-site organisation, with a main office in Reading, UK, the afore-mentioned data centre/supercomputer in Bologna, Italy, and a large presence in Bonn, Germany.

Other areas of work include High Performance Computing and the development of digital tools that enable ECMWF to extend provision of data and products covering weather, climate, air quality, fire and flood prediction and monitoring. Our Member States can use the supercomputer facility (and associated data archive) and up to 25% of its capacity for their own purposes, including research.

See www.ecmwf.int/ and https://www.ecmwf.int/en/about/what-we-do for more information.

2. OBJECTIVE AND SCOPE

The purpose of this RFP is to for ECMWF to enter into an agreement with a single provider for the development and delivery of material in scope of targeted user outreach services. The contract term will be for a period of three (3) years.

On an annual basis, and ideally in September of each calendar year, a call for order shall be launched for activities to be covered over the next 12 months. In Chapter 2, an outline of the priorities for the first call for order is already specified as well as an indication of potential priorities for the second and third call for orders.

ECMWF aims to develop user outreach material to illustrate the full array of benefits it delivers to its current and potential users, and to allow ECMWF to generate more visibility for their activities on a wide variety of communication channels. The existing and potential users we'd like to target include our Member States' and Co-Operating States' Meteorological Services, licensed users which include public research institutes, private consultancy and service providers, and domain specific international bodies.

The contractor shall design, develop and deliver a series of content for user outreach material, designed to illustrate the benefits and value for current and potential users and which can also convey technical information in a succinct way. This material should always aim to be impactful for our users, and can take the form of attractive infographics and charts, designs and icons to illustrate a selection of activities and projects, Shorthand stories and pages, electronic versions of factsheet or leaflets, educational and explanatory videos, GIFs and animations, and any other format and medium that allows to tell compelling user stories. We're

also open to receiving out-of-the-box suggestions for new, state-of-the-art digital outreach materials, always focusing on bringing narratives to life and taking the reader on a journey from a problem stating to a solution based on ECMWF data, products and services. We want (potential) users to feel more connected to the service offering because they get a deeper understanding of how specific data support concrete user needs. The contractor is expected to focus on ways to reach audiences specific for each of the identified thematic activities below, and the language and contextual messaging shall always be adapted accordingly.

All products proposed and developed shall be in line with ECMWF's branding, communication and publicity policy, and should always be designed for multi-channel use, as well as tailored to its specific target audience. The communication channels we routinely use include (but are not limited to):

- targeted email campaigns to small and very specific user groups,
- our new specialised user-focused LinkedIn channel (launched In March 2024),
- the ECMWF website (including sub-pages and news articles),
- dedicated programme websites (e.g. <u>The European Weather Cloud</u>), ECMWF webpages accessible to registered users only,
- the ECMWF quarterly newsletter,
- the corporate Social Media channels of ECMWF,
- showcases at high level events, national as well as international for, and in presentations and keynotes.

We welcome proposals for a modular approach, with a focus on making the tailoring and updating of products easy (e.g. easily-modifiable templates for Adobe PDF or a software like Canva or an equivalent).

A key part of the work is to connect the topics and the users to the products, activities and projects. The materials to be created focus on four strategic activities:

- **ECMWF's general core activities (overall):** We are at the Service of Meteorology and our Member and Co-Operating States, producing a wide range of supportive educational and operational resources and activities. This includes the introduction of new data, products and services, and the upgrade thereof, accompanying User Guides and extensive technical support documentation, data testing phases seeking user feedback, as well as a bilateral liaison visits programme with our Member and Co-Operating States. We want to elevate our outreach materials that support these efforts.
- **ECMWF's training offering**: Our extensive education and training programme assists Member States and Co-operating States in the training of scientists in numerical weather forecasting, and in making use of the ECMWF forecast products. We have joined forces with other international organisations for some of our trainings in order to provide the best experts and trainers and offer cutting-edge knowledge. Recently, we have levelled up our <u>e-learning offering</u> through a new platform: Moodle. We want to offer a facelift to our training and e-learning presence.
- The European Weather Cloud: The EWCloud is a joint ECMWF/EUMETSAT programme delivering data access and cloud-based processing capabilities for the European Meteorological Infrastructure (EMI) and their users. It's a young programme, only having been operational for 6 months in a test phase, and we're looking to promote the cloud, its capabilities, use cases, as well as our regular trainings to get our users started and settled.
- Special Projects: Special Projects are experiments or investigations of a scientific or technical nature, undertaken by one or more Member States, likely to be of interest to the general scientific community'. Special Projects utilise Atos HPCF and/or European Weather Cloud (EWC) resources.

There are currently 89 ongoing Special Projects and we want to gear up our outreach and encourage more.

The services expected under the contract will be in the form of specific and pre-defined deliverables as well as requests for other, currently undefined products, where we're looking for proposals for novel and modern outreach materials that complement our existing repository. Additionally, we're looking for optional ad-hoc consultancy services that may be commissioned during the duration of the contract (WP5).

Work Packages (WP):

- WPO Project Management and coordination, coordination with ECMWF, review and quality control process,
- WP1 Outreach products supporting ECMWF's general core activities
- WP2 Outreach products supporting ECMWF's training offering
- WP3 Outreach products supporting the EWCloud
- WP4 Outreach products supporting ECMWF's Special Projects
- WP5 Ad-hoc support and strategic elements

The contract will be implemented based on the fixed daily rates. Respondents should complete the template pricing tables in Annex 3 to present their proposed daily rates. Annex 3 also contains two business cases for the respondents to complete. Responses to these business cases will be used for evaluation purposes.

ECMWF identified priority activities under each work package for the first year of the contract, these are specified under each work package in Section 3. These priority activities are also used in establishing the business cases in the pricing tables.

3. TASKS, RESPONSIBILITIES AND REQUIREMENTS FOR WORK PACKAGES

3.1 Work Package 0 (WP0): Management and Coordination

The following management aspects shall be briefly described in the proposal:

- Regular and ad-hoc meetings and communication management
- Ensuring of programmatic and topic domain knowledge, and transfer of such knowledge, into the content creation by the Contractor. The contractor is expected to propose and use an initial induction phase to learn about ECMWF and its activities.
- Quality assurance and control, as well as risk management, with a special focus on a proposal for an approval process. This is expected to be done by the contractor on all aspects and prior to submission to ECMWF.
- Set of Key Performance Indicators (KPIs) suitable for monitor contract performance.
- Resources planning and tracking using the appropriate tools
- Subcontractor management if applicable, including conflict resolution
- A list of key personnel describing their contribution, as well as back-up names for all key positions in the contract
- Adequate management of personal data under GDPR

Please note that project management, quality control as well as content management shall be included in the delivery of the individual deliverable for each WP, as described hereunder.

3.2 Work Package 1 (WP1): User outreach material supporting ECMWF's general core activities

The Contractor will be requested to develop new and additional content/products that will allow us to engage with our users, raise awareness and promote the use of or services, for an average of up to six (6) a year. The exact products to be produced will be defined at a later stage and accordingly to the needs and activities, sometimes arising in the short-term. Below is a list of possible content we're looking to produce:

Member and Co-Operating States liaison actions and visits (priority for year one):

- creation of one (1) standardised slide deck for our Member and Co-operating States visits, with a One-ECMWF approach, (consisting of roughly 10 slides, based on existing presentations and example slides)
- 2. creation of three (3) overview/status slides or visuals that summarise the programme and our achievements so far, and lays out the future plans of visits (based on existing slides and content provided by the technical officer)
- 3. creation of a short-hand user story of how we interact with our Member and Co-operating States, fit for release during our big 50th anniversary year (2025) (needs to be developed from scratch, both from a content and website point of view (using shorthand), in close cooperation with the technical officer, background documents and information will be provided)

Cycle upgrades (priority for year one):

- 1. Creation of four (4) explanatory visuals, of which two (2) for Social Media visuals and two (2) general infographics (static)
- 2. Other, currently undefined product with a clear user story focus, looking for novel products

Open Data and Licensing (priority for year 2):

- 1. a cheat-sheet or factsheet (static) explaining the new rules that just entered into force
- 2. Infographics (static) or similar products for use on Social Media or in presentations
- 3. Slide(s) summarising our move to Open Data
- 4. Creation of a shorthand landing page summarising all the new rules or other product in the field of digital storytelling

<u>Forecast User Guide</u> (priority for year 3):

- 1. a factsheet (static) on selected parts of the Forecast User Guide
- 2. Other, currently undefined product, looking for novel products in the area of digital storytelling

3.3 Work Package 2 (WP2): User outreach material supporting ECMWF's training programme

The Contractor will be requested to develop new and additional content/products that will allow us to engage with our users, raise awareness and promote the use of or services, for an average of up to four (4) a year. The exact products to be produced will be defined at a later stage and accordingly to the needs and activities, sometimes arising in the short-term. Below is a list of possible content we're looking to produce:

Training courses (priority for year one):

- 1. Harmonisation of existing training slides, certificates, website images with a One-ECMWF approach.
- 2. Creation of a branded intro & outro for videos

3. Editing of existing training recordings (adding in intro/outro, cutting one day of trainings into individual lecture videos)

Moodle content (priority for year two)

- 1. Graphic elements and content support for the modernisation of our Moodle, category "Forecasting"
- 2. Graphic elements and content support for the modernisation of our Moodle, category "Research"
- 3. Graphic elements and content support for the modernisation of our Moodle, category "Software and Computing"
- 4. Promotional visual/infographics for Social Media and PPT slide summarising our offering
- 5. User testimonial or other short video/animation (under 1 minute), one for each of our 3 Moodle categories (see above)
- 6. Other, currently undefined input to further develop our Moodle, or review existing parts of it from a user experience point of view. Changes could include the menu structure, addition of text modules, link the news, lecture material repository, user experience.

Training webpages (priority for year three):

- 1. Graphic elements and content support for the modernisation of our webpages
- 2. Other, undefined product with a clear user experience focus, looking for novel ideas for our webpage

3.4 Work Package 3 (WP3): Outreach products supporting the EWCloud

The Contractor will be requested to develop new and additional content/products that will allow us to engage with our users, raise awareness and promote the use of or services, for an average of up to four (4) a year. The exact products to be produced will be defined at a later stage and accordingly to the needs and activities, sometimes arising in the short-term. Please note that the EWCloud is a joint programme with EUMETSAT, so all products created will need to undergo a more complex approval process. Below is a list of possible content we're looking to produce:

EWC trainings (priority for year one):

- 1. Creation of one (1) branded intro & outro for videos (very short, around 2 seconds long, displaying logos and very limited text, based on the ECMWF/EUMETSAT/EWC graphic charter and visual identity, to be used for all EWC training videos on YouTube)
- 2. Cutting and repurposing five (2) existing <u>introductory webinars</u> into ever-green video content, resulting in around five (5) smaller videos, including adding the intro/outro
- 3. Standardised webinar promotion visuals for all future webinars (one (1) for Social Media, one (1) website visual)) based on the ECMWF/EUMETSAT/EWC graphic charter and visual identity

EWC website (priority for year two):

- 1. explanatory factsheets/visuals (e.g. what is EWC? how to access the data?)
- 2. Re-purposing existing use case material to create engaging use case in a static format
- 3. Re-purposing existing <u>use case material</u> to create engaging use case in an animated format (short video of under 2 minutes, can contain interviews, demos, animation, pictures...)
- 4. Other, currently undefined product with a clear user story focus, looking for novel ideas for our webpage

3.5 Work Package 4 (WP): Special Projects

The Contractor will be requested to develop new and additional content/products that will allow us to engage with our users, raise awareness and promote the use of or services, for an average of up to two (2) a year. Below is a list of possible content we're looking to produce as a priority for year one:

- explanatory factsheets/visuals (e.g. what are special projects? How to apply?)
- Creation of a short-hand story of a particularly illustrative or successful use case

3.6 Work Package 5 (WP5): Ad-hoc support and strategic elements

Furthermore, the contractor is also welcome to propose novel outreach material they consider fitting to ECMWF's user engagement and outreach activities and strategy. The additional deliverables are encouraged to be proposed pro-actively at any moment during year two and three of the contract.

4. **DELIVERABLES**

All deliverables and information provided to ECMWF must be in English. The deliverables for year one include but are not limited to:

WP	Topic	Item(s)
WP0	Project Management	Monthly meetings Ouartorly report on hydget expenditure
	Member and Co- Operating States liaison actions and visits WP1 Member and Co- Operating States liaison actions and visits Creation of three (3) overview/status slides or summarise the programme and our achievement lays out the future plans of visits (based on exist content provided by the technical officer) Creation of a short-hand user story of how we int Member and Co-Operating States, fit for release of 50th anniversary year (2025) (needs to be developed both from a content and website point of view (using the content provided by the technical officer).	Creation of one (1) a standardised slide deck for our Member and Co-operating States visits, with a One-ECMWF approach, (consisting of roughly 10 slides, based on existing
WP1		Creation of three (3) overview/status slides or visuals that summarise the programme and our achievements so far, and lays out the future plans of visits (based on existing slides and content provided by the technical officer)
		Creation of a short-hand user story of how we interact with our Member and Co-Operating States, fit for release during our big 50th anniversary year (2025) (needs to be developed from scratch, both from a content and website point of view (using shorthand), in close cooperation with the technical officer, background documents and information will be provided)
	Cycle upgrades	Creation of four (4) explanatory visuals, of which two (2) Social Media visuals and two (2) general infographics (static)
WP2	Training courses	Harmonisation of existing training slides, certificates, website images - with a One-ECMWF approach. Creation of a branded intro & outro for videos Editing of existing training recordings (adding in intro/outro, cutting one day of trainings into individual lecture videos)
WP3	EWC trainings	Creation of one (1)a branded intro & outro for videos (very short, around 2 seconds long, displaying logos and very limited text,

		based on the ECMWF/EUMETSAT/EWC graphic charter and visual identity, to be used for all EWC training videos on YouTube) Cutting and repurposing of five (2) existing introductory webinars into ever-green video content, resulting in around five (5) smaller videos, including adding the intro/outro Two (2) Standardised Webinar promotion visuals for all future webinars (one (1) for social media, one (1) website visual based on the ECMWF/EUMETSAT/EWC graphic charter and visual identity
WP4	Special Projects	Explanatory factsheets/visuals (e.g. what are special projects? How to apply?) Creation of a short-hand story of a particularly illustrative or successful use case

ANNEX 2: ECMWF'S STANDARD TERMS AND CONDITIONS OF CONTRACT

CONTRACT FOR PROCUREMENT

ECMWF/RFP/ 2024 /371

for

THE PROVISION OF **SUBJECT OF REQUEST** TO ECMWF

The Contract consists of

ANNEX 1: ECMWF's Terms and Conditions of Contract - Services

ANNEX 2: the Contractor's Proposal

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 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 3.7 of the Request for Proposal

By XXXXX by (name):

Its Director of XXXXXXXXX Its:

Addresses for contract notices:

For ECMWF For the Contractor

Director of XXXXXXX

ECMWF

Shinfield Park

READING

Berkshire

RG2 9AX

United Kingdom

TERMS AND CONDITIONS OF CONTRACT - SERVICES

1 INTRODUCTION AND DEFINITIONS

- 1.1 These Terms and Conditions ("T&C") shall apply to the procurement of any intangible beneficial function (e.g. advice, consultancy or some form of specialist activity) which is not ancillary to the supply of goods. These T&C shall also apply to any tangible items (e.g. documents, datasets and other materials) which are provided by the supplier or its agents, contractors or employees, as part of or in association with the function ("Deliverables"). In these T&C, the function and the Deliverables shall be referred to collectively as the "Services".
- 1.2 ECMWF and the person or entity whose offer is accepted by ECMWF ("Contractor") are "Parties" to these T&C. No third party is entitled to claim any rights under these T&C.
- 1.3 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 detailed in the Request for Proposals ("the Request").
- 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 The Contractor shall take all necessary steps to facilitate ECMWF's exemption resulting from its Protocol on Privileges and Immunities from taxes, including VAT, and customs duties which might otherwise be payable in relation to the Goods. It will do so by carrying out the necessary formalities so as to bring about the exemption from taxes and duties which might otherwise be levied on the expenses it will incur, before it submits the invoice to ECMWF; and by complying with all necessary formalities so that ECMWF itself may be exempt from paying such taxes and duties. 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 Goods. The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative customs charges or other governmental assessments or charges that are applicable to the performance of this Contract. It is each Party's responsibility to inform itself of its liabilities in each country where such liabilities may arise.

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 the Contract, the Contractor shall process personal data in accordance with the General Data Protection Regulation 2016/679/EU ("GDPR"), 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.
- 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 the Contract.
- 14.6 The Contractor shall process, or permit to be processed, personal data only for the purposes of performing its obligations under the 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 the Contract.
- 14.7 ECMWF, an 'international organization' under Chapter V of the GDPR, shall comply with its own policies and procedures in respect of the protection of personally identifiable information, notably the Policy for Personally Identifiable Information Protection, as amended. ECMWF's DPO can be reached as follows: pii-protection-officer@ecmwf.int or ECMWF PII Protection Officer; ECMWF, Shinfield Park, Reading, RG2 9AX, United Kingdom.

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 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 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.

- 16.3 Recourse to regular courts of law, also in cases of injunctive relief, is excluded.
- 16.4 It is the intention of the Parties that these T&C shall comprehensively govern the legal relations between the Parties, without interference or contradiction by any unspecified law. Without prejudice to ECMWF's status as an Intergovernmental Organization, reference shall be made to the substantive Laws of England and Wales where:
 - A matter is not specifically covered by these T&C; or
 - A provision of these T&C is ambiguous or unclear.

17 MISCELLANEOUS

- 17.1 The Contractor may not sub-contract or assign any of its obligations under the 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 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.
- 17.4 All documents to be furnished or communications to be given or made under this Contract shall be in the English language or, if in another language, shall be accompanied by a translation into English certified by the Contractor, which translation shall be the governing version between the Contractor and ECMWF.