



Strategic Relationship Arrangement

The Government of Australia as represented by the
Bureau of Meteorology

(Bureau)

and

European Centre for Medium-Range Weather Forecasts

(Partner)

Participants	<ol style="list-style-type: none">1. The Government of Australia as represented by the Bureau of Meteorology (ABN 92 637 533 532) of 700 Collins Street, Docklands, Melbourne, Victoria 3001, Australia (Bureau); and2. European Centre for Medium-Range Weather Forecasts, an inter-governmental organization governed by its Convention and Protocol with its headquarters located at Shinfield Park, RG2 9AX, Reading, United Kingdom (ECMWF)
Recitals	<ol style="list-style-type: none">A. The Participants wish to establish a collaborative relationship in order to undertake joint research and development projects that advance scientific knowledge, academic opportunity and technology transfer between the Participants.B. The Participants acknowledge their strategic alignment, and this Strategic Relationship Arrangement sets out the framework for the Participants to cooperate together.C. Whilst the Participants intend to respect their responsibilities under this Arrangement, it is not intended to be legally binding in domestic or international law.

1 Definitions and Interpretation

1.1 In this Arrangement:

Arrangement means this Strategic Relationship Arrangement, including any schedules attached to it from time to time;

Background IP and Material means any Intellectual Property and Material (not being Foreground IP and Material) which is in or comes into the ownership or control of any Participant separately and independently of the relevant Project, under which such Participant is free to use and grant licences and which is expressly documented by the disclosing Participant and disclosed to another Participant pursuant to one or more of the Projects;

Commencement Date means the date the last Participant signs this Arrangement in accordance with clause 17;

Confidential Information means any device, graphics, written information, or information in any other tangible form that is disclosed by the disclosing Participant to the receiving Participant and is marked at the time of disclosure as confidential or proprietary or with words of similar import. Information disclosed orally or visually and identified at the time as confidential will be considered Confidential Information if it has been confirmed and designated in writing as confidential within thirty (30) days after its disclosure;

Contributions means Inventive Contributions and any other contributions made or to be made by any Participant for a Project in accordance with the relevant Project Arrangement;

Foreground IP and Material means any Intellectual Property or Material that is first generated, conceived, produced, developed or reduced to practice in the course of performing a Project;

Funding means the funding being provided by one or both Participants as detailed in Schedule 2 of this Arrangement and any variations to it pursuant to clause 16 which may be jointly decided by Participants from time to time;

Intellectual Property means patents, copyrights, trademarks, service marks (whether registered or not), domain names, meta tags, design rights, moral rights, rights relating to computer software, registered designs, database rights and rights in databases and any similar property rights, other industrial or intellectual property rights, including those subsisting in any part of the world in inventions, unregistered designs, drawings, lay-out circuit designs, computer programs, utility models, petty patents, trade secrets, test or development results, Confidential Information, Know-How, business names, goodwill and the style or presentation of goods or services and in applications for protection of any of the above rights subsisting anywhere in the world;

Inventive Contribution means any intellectual contribution which brings about the creation of Intellectual Property or Material, whether patentable or not, made or to be made by a Participant in a Project in accordance with the relevant Project Arrangement. To avoid doubt, Inventive Contribution can include contributions such as technical guidance and expertise provided by any Participant. Inventive Contribution will be decided between the Participants of the relevant Project Arrangement giving rise to such Intellectual Property or Material;

Material means raw materials, samples, goods, information or data stored by any means;

Participants means the Participants to this Arrangement;

Project means a discrete programme of work involving the participation and involvement of the Participants based on their respective areas of expertise and to be carried out under a Project Arrangement as described in Schedule 1;

Project Arrangement means an arrangement (separate to this Arrangement) signed by the Participants;

Programme means the Programme of Projects jointly decided by the Participants;

Secondment Arrangement means an arrangement (separate to this Arrangement) contemplated by clause 8 of this Arrangement;

Steering Committee means the steering committee established under clause 5; and

Working Group means the working group established under clause 6.

1.2 In this Arrangement, unless the context otherwise indicates:

- (a) references to clauses, parts of clauses and schedules are references to the clauses and parts of clauses in, and schedules to, this Arrangement;
- (b) the singular includes the plural and vice versa;
- (c) a reference to dollars or \$ is a reference to Australian dollars; and
- (d) the meaning of general words is not limited by specific examples introduced by 'including,' 'for example' or similar expressions.

2 Purpose and Objectives

2.1 The purpose of this Arrangement is to define the framework for collaboration in matters relating to climate/weather modelling, services and development activities between the Participants.

2.2 The objectives for this are to deliver a multi-year collaboration programme covering data exchange, the development and application of weather and climate modelling systems, and improved weather and climate services.

2.3 The benefits of this collaborative framework will enable both Participants to advance weather and climate modelling, services and research with a focus on data sharing and improving the use of multi-model ensembles and verification. This arrangement will uplift representation of models developed for the Southern Hemisphere in an ECMWF/Copernicus global multi-model ensemble, and provide Australia with the opportunity to compare and verify its modelling against that of its international peers, particularly at sub-seasonal, seasonal and longer climate timescales. It is expected that service and product improvements will stem from this arrangement and collaboration.

3 Scope of Activities

3.1 The Participants have a mutual interest in improving scientific understanding and modelling of weather and climate in order to support national policy and decision-making on weather and climate services and climate change mitigation and adaptation.

4 Commitments

4.1 This Arrangement is designed to support a scale up in the level of engagement by the Participants which requires a commitment to a greater level of co-ordination, collaboration and

sharing by the Participants. In particular, this Arrangement represents a commitment by the Participants to support:

- (a) Steering Committee activities (see clause 5) with a particular focus on exploring areas for collaboration and engagement (including with third parties) to inform the Programme; and
- (b) Working Group activities (see clause 6) with a particular focus on commitments as may be detailed in individual Project Arrangements and Secondment Arrangements that are derived from the Programme.

4.2 Nothing in this Arrangement affects any Participant's rights to:

- (a) conduct research, development and related activities independently of the other Participant (including in conjunction with third parties);
- (b) continue existing commitments, or to enter into new ones, including Project Arrangements; and
- (c) exploit or otherwise take advantage of its own Intellectual Property and the results of any independent research, development and related activities without constraint, except to the extent provided in a Project Arrangement.

5 Steering Committee

5.1 A Steering Committee will be formed with the following terms of reference:

- (a) to review the overall progress of the strategic relationship and monitor the achievement of the Objectives of this Arrangement; and
- (b) to identify and prioritise projects of mutual interest and to consider collaboration and engagement opportunities to inform the Programme.

5.2 The Participants initially appoint the following persons to be their representatives on the Steering Committee:

- (a) Bureau: Piero Chessa, Group Executive, Community Services Group
Bureau of Meteorology
- (b) Partner: Carlo Buontempo, Director of C3S, Copernicus Department
European Centre for Medium-Range Weather Forecasts

5.3 A Participant may at any time remove or substitute the representative it has appointed to the Steering Committee by giving reasonable prior written notice to the other Participant. A Participant may also appoint an alternate person to act as its representative at a meeting of the Steering Committee by notifying the other Participant at least 24 hours before the relevant meeting in writing.

5.4 The Steering Committee may invite appropriate observers (such as project managers or technical experts) to attend meetings of the Steering Committee. The terms on which such observers may attend will be approved between the Participants before they attend the relevant Steering Committee meeting.

5.5 Decisions of the Steering Committee will be effective only if they are jointly determined by the representatives of both Participants.

- 5.6 The quorum for any meeting of the Steering Committee is two, being the attendance of at least one of the representatives of each of the Participants.
- 5.7 The Steering Committee will normally meet once each year on a date jointly determined by the Participants. A minimum of 20 working days written notice of each meeting will be given to each Steering Committee member, however a shorter notice period can be jointly determined with the approval of all of the Steering Committee representatives. In case of urgent matters requiring resolution, either Participant may request a meeting at any time with short notice detailing the urgent matter.
- 5.8 Steering Committee meetings may take place face-to-face or by teleconference or videoconference.
- 5.9 The Participants will ensure that minutes are kept of all Steering Committee meetings recording all discussions and decisions. The minutes of a Steering Committee meeting will be circulated to the representatives of the Participants as soon as practicable after the meeting.

6 Working Group

- 6.1 A Working Group will be formed, comprising of up to 3 representatives of each Participant, with the following terms of reference:
- (a) to identify and consider proposals for Projects which align with the Objectives;
 - (b) to review the progress of any Projects previously approved by the Working Group;
 - (c) to identify opportunities for any secondments of Bureau employees with Partner;
 - (d) to identify opportunities for any secondments of Partner employees with the Bureau;
 - (e) to implement any unanimous jointly determined decisions of the Steering Committee; and
 - (f) to prepare any necessary reports for each Participant's consideration.
- 6.2 The Participants initially appoint the following persons to be their representatives on the Working Group:
- (a) Bureau: Andrew Watkins, Claire Spillman
Bureau of Meteorology
 - (b) Partner: Anca Brookshaw, Eduardo Penabad
Copernicus, European Centre for Medium-Range Weather Forecasts
- 6.3 A Participant may at any time remove or substitute a representative it has appointed to the Working Group by giving reasonable prior notice to the other Participant. A Participant may also appoint an alternate person to act as its representative at a meeting by providing the other Participant with at least 24 hours before the relevant meeting.
- 6.4 The Working Group may invite appropriate observers (such as project managers or technical / subject matter experts) to attend meetings of the Working Group. The terms on which such observers may attend will be approved between the Participants before they attend the relevant Working Group meeting.

- 6.5 Decisions of the Working Group will be effective only if they are jointly determined by the representatives of both Participants.
- 6.6 The quorum for any meeting of the Working Group is 2, being the attendance of at least one representative of each of the Participants.
- 6.7 The Working Group will normally meet half yearly on dates mutually determined by the Participants. A minimum of 20 working days written notice of each meeting will be given to each Working Group member, however a shorter notice period can be approved with the consent of the representatives of both Participants. In case of urgent matters requiring resolution, either Participant may request a meeting at any time with short notice detailing the urgent matter.
- 6.8 Working Group meetings may take place face-to-face or by teleconference or videoconference.
- 6.9 The Participants will ensure that minutes are kept of all Working Group meetings recording all discussions and decisions. The minutes of a Working Group meeting will be circulated to the representatives of the Participants as soon as practicable after the meeting and records are kept of all Working Group activities.

7 Projects

- 7.1 Following identification of a Project by the Working Group in accordance with clause 6, the Participants understand that each Project Arrangement will include, as appropriate, provisions dealing with, amongst other things:
- (a) provision of a project plan under which the Project will be carried out and which will include technical objectives, a work program, deliverables, timetable and decision gates (if any) and resource requirements;
 - (b) confirmation from each Participant that, to the best of its information, knowledge, and belief, all its representatives who are engaged in a Project will have the necessary skills, expertise and training, including laboratory safety procedures, to perform their undertakings under this Arrangement and any relevant Project Arrangement;
 - (c) funding and/ or other contribution arrangements for the Project in accordance with Schedule 2;
 - (d) project review meetings to assess the management and the progress of the Project;
 - (e) provisions necessary to ensure that the commitments and the manner of provision and delivery under the Project Arrangement do not conflict with any prior commitments a Participant owes to a third party;
 - (f) provisions dealing with the protection and disclosure of confidential information, know-how, compliance with applicable legislation and privacy laws;
 - (g) provisions dealing with Intellectual Property rights;
 - (h) reporting commitments to the Working Group; and
 - (i) other relevant arrangements between the Participants.

- 7.2 The Participants acknowledge and jointly decide that nothing in this Arrangement affects the terms of any other arrangement made between the Participants prior to the date of this Arrangement. The Participants accept that the terms and conditions of this Arrangement will govern and apply to all Project Arrangements unless otherwise expressly stated in the relevant Project Arrangement. In the event of any inconsistency or ambiguity between the terms of this Arrangement and any relevant Project Arrangement, the terms of the Project Arrangement will prevail.

8 Secondments

- 8.1 If either Participant identifies an opportunity for a secondment of an employee to the other Participant, it is the intention of the Participants to enter into a separate arrangement for the secondment (**Secondment Arrangement**).

- 8.2 Each Secondment Arrangement will include, as appropriate, provisions dealing with, amongst other things:

- (a) the term of the secondment and availability of the secondee during that term (including working days and leave arrangements as applicable);
- (b) duties and responsibilities of the secondee during the secondment;
- (c) funding and/ or other contribution arrangements for the secondment;
- (d) provisions dealing with the protection and disclosure of confidential information, know-how, compliance with applicable legislation and privacy laws;
- (e) provisions dealing with Intellectual Property rights;
- (f) clarifying any applicable rules, regulations, policies and procedures that may apply to the secondee;
- (g) reporting commitments to the Working Group; and
- (h) other relevant arrangements between the Participants.

- 8.3 The Participants acknowledge and jointly decide that nothing in this Arrangement affects the terms of any secondment arrangements made between the Participants prior to the date of this Arrangement. However, any arrangements between the Participants in existence at the date of this Arrangement will be monitored and reviewed by the Working Group in accordance with clause 6.

9 Intellectual Property Ownership

- 9.1 Each Participant will remain the owner or authorised user of all its Background IP and Material and nothing in this Arrangement will be deemed to grant impliedly or otherwise, ownership of or rights of use of such Background IP and Material to the other Participant. In accordance with clause 7, if a Participant wishes to use or exploit the other Participant's Background IP and Material for any purpose, then such use will be separately licensed in a Project Arrangement. It is accepted that no Participant will be compelled to disclose any of its trade secrets or Confidential Information as part of its Background IP or Material licensed thereunder.

- 9.2 Unless otherwise expressly determined in the applicable Project Arrangement, all rights, title and interest in the Foreground IP and Material will be owned according to each Participant's Inventive Contribution. Each Participant's Inventive Contribution and resulting ownership of

the Foreground IP and Material will be jointly determined by the Participants and confirmed in writing within three (3) months of the expiration or earlier termination of the Project Arrangement or within three (3) months of the date of submission of a technology disclosure in respect of such Foreground IP and Material, whichever occurs first. To the extent that any Foreground IP or Material arises or is created or produced solely by one Participant, it will be owned by that Participant.

10 Funding

- 10.1 The Participants will use the Funding for the Programme only in accordance with the provisions of this Arrangement.
- 10.2 Release of Funding for the Programme will be as set out in Schedule 2.
- 10.3 The Participants will keep financial records relating to the Funding for a period of six (6) years and will, upon reasonable requests from the other Participant, provide copies of any accounts and expenditure of the Funding.

11 Term and Termination

- 11.1 This Arrangement commences on the Commencement Date and will continue for a period of five years or until terminated by either Participant under the provisions of this clause, whichever is earlier.
- 11.2 Either Participant may terminate this Arrangement by giving six months written notice to the other Participant.
- 11.3 Subject to the terms of the Project Arrangement, on termination of this Arrangement, the permission granted to use a Participant's Background IP under clause 9.1 will cease.
- 11.4 The termination of this Arrangement in respect of one Participant will not affect any on-going Project Arrangement / Secondment Arrangement established under it prior to such termination and that has not been terminated by the mutual determination of the Participants in writing or in accordance with a provision of the applicable Project Arrangement / Secondment Arrangement. Notwithstanding the termination of this Arrangement, the terms and conditions of this Arrangement will continue to apply to Project Arrangements / Secondment Arrangement still in existence as at the date of termination.
- 11.5 This Arrangement may be extended as arranged in writing between the Participants.

12 Publicity

- 12.1 No Participant may use or publish the name or logo of the other Participant or make any public announcement concerning this Arrangement or the matters contemplated by it, without previously having obtained the specific written consent of the other Participant. The use of the name or logo of a Participant is subject to any conditions attached to such consent.
- 12.2 The Participants will consult and co-operate with each other in respect of any media interest and/or requests to participate in an event organised by the media concerning the activities contemplated under this Arrangement. Where practicable, the Participants will seek advice from the respective person or persons responsible for external communications in its organisation prior to responding to such requests from the media.

13 Publication

- 13.1 Unless otherwise licensed in accordance with clause 9, any Participant may publish and otherwise publicly disclose information it has gained in the course of the relevant Projects including but not limited to information relating to the Foreground IP or Material (“**the Publishing Participant**”), subject to following the procedure stipulated in this clause 13.
- 13.2 The Publishing Participant will give due acknowledgement to the intellectual contribution of the other Participant as appropriate in accordance with accepted academic practice.
- 13.3 The Publishing Participant will provide the other Participant with a copy of each proposed scientific/academic publication in advance of publication (“**Publication**”) and the other Participant will have twenty-one (21) days to review each Publication to identify and notify the Publishing Participant in writing of any subject matter that is the Confidential Information of or proprietary to the other Participant or which constitutes patentable subject matter; failing which the other Participant will be deemed to have approved the Publication. The Publishing Participant and the other Participant will, within ten (10) days of the Publishing Participant’s receipt of the other Participant aforesaid notice, work together to delete or modify the portions objected to by the other Participant so as to allow the Publication to proceed as amended or modified. If no decision is made within the ten (10)-day period, the Publishing Participant may proceed with the Publication with the necessary deletions of the portions objected to by the other Participant.

14 Confidential Information

- 14.1 Each Participant will treat as confidential all Confidential Information and will not divulge such Confidential Information to any person (except to such Participants’ own employees and then only to those employees who have a need to know) without the other Participant’s prior written consent. This clause will not extend to information which was rightfully in the possession of such Participant prior to the commencement of the negotiations leading to this Arrangement which is already public knowledge (otherwise than as a result of a breach of this clause) or which is trivial or obvious. Each Participant will ensure that its employees are aware of and comply with the provisions of this clause.

15 Dispute Resolution

- 15.1 The Participants will use all reasonable endeavors to resolve any dispute amicably and in good faith. In the event that a dispute or question of any nature arises between the Participants in relation to the Arrangement and any Project Arrangement / Secondment Arrangement, the authorised representatives from each Participant will discuss the dispute as soon as reasonably possible with a view to reaching a resolution and the dispute or question will not, under any circumstances, be referred to any national or international court/tribunal.

16 Variation

- 16.1 This Arrangement and any Project Arrangement / Secondment Arrangement may be varied at any time in writing by the mutual consent of the Participants.

17 Duplicate

- 17.1 This Arrangement will be signed in duplicate by the duly authorised representatives of the Participants, each of which when signed will be deemed to be an original and all of which taken together will constitute one (1) and the same arrangement and this Arrangement will be of no effect until the duplicates are exchanged.

SIGNED BY THE PARTICIPANTS:

Signed for and on behalf of
the GOVERNMENT OF AUSTRALIA as
represented by **THE BUREAU OF
METEOROLOGY**
by its authorised officer

in the presence of

.....
Signature

.....
Signature of witness

Dr Andrew Johnson
.....
Name

Kristy Jago
.....
Name of witness

CEO and Director of Meteorology.....
Position

.....
Date

Signed for and on behalf of
European Centre for Medium-Range
Weather Forecasts
by its authorised officer

in the presence of

.....
Signature

.....
Signature of witness

Dr Florence Rabier
.....
Name

Anca Brookshaw
.....
Name of witness

Director-General
.....
Position

.....
Date

SCHEDULE 1: PROJECTS

Projects will be proposed by the Working Group and set out in the relevant Project Arrangement.

SCHEDULE 2: FUNDING

Funding will be proposed by the Working Group and set out in the relevant Project Arrangement.