



# Request for Proposal

ECMWF/RFP/2021/314

for the provision of

## RELOCATION SUPPORT SERVICES

at ECMWF, Shinfield Park, Reading, UK

Ref: ECMWF/RFP/2021/314
ISSUED BY: ECMWF Administration Department Procurement Section
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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 proposals from suppliers for provision of relocation support services (staff) to ECMWF in conjunction with the establishment of a new ECMWF duty station in Bonn, Germany and the related transfer of staff from Reading, UK to Bonn, Germany.

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 proposals. If ECMWF elects to accept a proposal, subject to contract, the parties shall execute a formal contract incorporating the terms and conditions agreed.

ECMWF is an independent inter-governmental organisation supported by 34 nation States. Information on ECMWF's activities can be found at <https://www.ecmwf.int/en/about>

### **1.2 Background to the Project**

ECMWF has its Headquarters at Shinfield Park, Reading, UK and is in the process of establishing a new duty station in Bonn, Germany to act as hub for its activities funded by the European Commission.

ECMWF has set up the "BRIDGE Project" to facilitate the transfer of current staff to Bonn. Further details about the background related to the services sought can be found in Annex 1.

### **1.3 Confidentiality**

The contents of this RFP together with all other information, materials, specifications or other documents provided by ECMWF, or prepared by respondents specifically for ECMWF, shall be treated at all times as confidential by the respondents unless it is already in the public domain. Respondents shall not disclose any such information, materials, specifications or other documents to any third parties or to any other part of the respondents' group or use them for any purpose other than for the preparation and submission of a response to this RFP nor shall respondents publicise ECMWF's name or the project without the prior written consent of ECMWF. ECMWF in turn confirms that it shall treat all information provided to it by the respondent as confidential and further confirms that such information will not be disclosed by ECMWF to any third parties, other than its professional advisers and consultants.

Respondents shall ensure that all third parties to whom disclosure is made shall keep any such information, materials, specifications or other documents confidential and not disclose them to any other third party except as set out above.

### **1.4 Enquiries and contact procedure**

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

Contact name: Procurement Section

E-mail: [procurement@ecmwf.int](mailto:procurement@ecmwf.int)

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:

Final date/time for receipt by ECMWF of clarification questions	5 March 2021, midnight
Last date for publishing of clarifications by ECMWF	10 March 2021
<b>Closing date/time</b>	<b>19<sup>th</sup> March 2021, 15:00 UK Local time</b>
Evaluation by ECMWF	By 26 <sup>th</sup> March 2021
Presentations by shortlisted bidders	w/c 12 <sup>th</sup> April 2021
Negotiation with preferred bidder(s)	w/c 19 <sup>th</sup> April 2021
Sign contract by	23 <sup>rd</sup> April 2021

#### 1.6 Submission of responses

The respondent must complete "Annex 3 Response Template" and include all information necessary for their complete response to the requirements in this RFP and its Annex 1.

The response should be submitted as an email with attachment(s) to [RFP314@ecmwf.int](mailto:RFP314@ecmwf.int)

All response documentation shall be written in English. The attachments must contain a printable version of the response in Microsoft Word format 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 ECMWF/RFP/2021/314 Relocation support services"**

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**

<b>Evaluation criteria</b>	<b>Weighting</b>
Quality of proposal and proposed services, including: <ul style="list-style-type: none"><li>○ Track record and quality of resources</li><li>○ Understanding of ECMWF’s requirements</li><li>○ Ability to tailor services to ECMWF’s requirements</li><li>○ Management and implementation of services</li></ul>	60%
Price	40%.

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 include a brief executive summary at the beginning of its proposal.

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, fax number and e-mail address.

### 3.3 **Company details**

Please give details of your company, stating its full registered address and company registration number. Please include this information for sites you may have particularly in the United Kingdom and Italy. ECMWF may check the financial status of the company.

Should the respondent propose to engage subcontractors or any other third-party suppliers, this should also be described in this section, along with complementarity of the respondent with its potential subcontractors.

### 3.4 **Customers and references**

Please describe in brief terms your company's history and your recent provision of relocation support services related to the ones required in this RFP. Please supply a list of two customers to whom similar services to those requested in this RFP have been provided giving details of the annual revenue from the relevant contract and the types of services being provided.

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

### 3.5 **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.

### 3.6 **Commercial arrangements**

Please complete the tables in Annex 3 Response template as your commercial offer.

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 for the duration of the contract and quoted in Euro (€) net of taxes and VAT.

### 3.7 **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.

### 3.8 **Responses to the Specification of Requirements**

Respondents should demonstrate their ability to meet the requirements set out in **Annex 1 and Annex 3**, as well as any additional information as deemed appropriate.

### 3.9 **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 in Annex 2. The proposal which you submit, clarified if necessary, will be part of the contract.

## **ANNEX 1: SCOPE OF SERVICE REQUIREMENTS**

### **1. CONTEXT**

ECMWF is currently planning the establishment of a new duty station in Bonn, Germany. It is expected that approximately 110 staff positions will have transferred from Reading, UK to Bonn by the end of 2023. It is of critical importance to the success of this project that existing staff relocate to Bonn as smoothly and efficiently as possible to ensure minimal disruption to ECMWF's mission.

Staff Members will initially be working at an interim facility which is located within the headquarters of the German Ministry for the Environment. The permanent new facility will be constructed in Bonn's international quarter close to the UN Campus and directly next to Rheine Leisure Park and will become available in 2026. These staff are mainly expected to take up residence in Bonn or its surroundings, mostly with their families, which may include dependent children of school age. It is expected that for a significant proportion of those relocating, the choice of residence will be influenced by proximity to international and local schools.

Arrangements for immigration and residency permissions are handled internally and are outside the scope of this RFP.

Timetable:

The programme timetable sees the following high-level milestone dates:

August-September 2021:	Between 20 and 30 staff members to relocate to Bonn, covid-19 pandemic permitting, initially based at temporary office.
Every six months:	waves of moves to be arranged every six months, with some flexibility on the timing of the move to accommodate personal circumstances.
End 2023:	All relocations related to the initial establishment of the new duty station complete.

Under this timetable, the aim is to group relocations into waves and accommodate personal constraints such as dual-career moves and dependents' schooling requirements as much as possible.

### **2. OBJECTIVES**

ECMWF wishes to put in place a Relocation Support programme with the overall objective of supporting staff members and their families in the planning and execution of their move to Bonn and ensuring that they are properly established in their personal life so that they can survive and thrive in Bonn. From a business case perspective, this will ensure that staff members can more fully focus on their work activities.

The duration of the contract resulting from this RFP will be three years with the possibility of an extension for one year.



### 3. STAFF PROFILES

The exact profile of staff who will transfer is not currently known as the selection and appointment process is ongoing. However, the following general profile of ECMWF staff may be informative:

ECMWF staff are recruited from across its 34 Member and Co-operating States and have the status of International Civil Servants. Approximately 85% of current staff are non-UK citizens and therefore have experience of relocating to a different country for professional or academic reasons.

The average age of staff is 46 years and around 80% are married or relocating with their partner. 25% live in family units with an average of 1 to 2 children. Of these about 75% have children who attend 1st or 2nd level education. It can be assumed that most of these staff members would relocate with families or partners. For families with school-age children, proximity to the International Schools in Bonn and the wider Nordrhein-Westfalen will be a deciding factor in their choice of accommodation.

### 4. RELOCATION SUPPORT

ECMWF will offer a range of relocation support services to its staff who will transfer, some of them provided in-house or via the City of Bonn. It recognises that the specificities of the Bonn location may differ from the current experience of many of ECMWF's staff and it is keen to understand from bidders what the critical issues for consideration are in any relocation to Bonn and how bidders would support ECMWF staff in these instances.

For the purposes of this RFP, ECMWF would like bidders to describe their recommended service scope and indicate prices for a Homesearch Package based on:

- Customised advice on local property market.
- Identification of suitable properties on the basis of specific requirements of the staff member and their family, arrangement of accompanied property viewings and support of rental lease negotiation and review of rental contracts for a 3-4-bedroom apartment or house in the Bonn region.
- Inventory Check-In.
- Contracting for utilities, house insurance and internet services.

With this context, bidders are invited to describe in Section 6.3 of Annex 3 Response Template for each of the Services listed below:

- Their recommended level and scope of services needed to support ECMWF staff moving to Bonn.
- How that service is delivered (through the supplier itself or through intermediaries or associated organisations).
- Any variables impacting the cost of the service should be indicated separately, indicating how this price is charged (e.g. cost per person etc).
- An overall cost should be quoted, including any discounts available.

Bidders are also asked to describe in Tables 1 & 2 of Annex 3 Response Template, how their recommended service level and price would change for two alternative groupings:

- A family unit
- A single person.

Bidders will also be requested to indicate in Table 3 of Annex 3 Response Template what additional services beyond the Homesearch they would propose and how these would be costed.

**5. TAILOR MADE SOLUTIONS**

ECMWF also recognises that the personal circumstances and the appetite for engagement with support service suppliers may differ between staff members. As such it wishes to understand how such a service may be tailored to meet the overall budgetary constraints of providing such a programme, as well as the individual requirements of staff members to consume or even purchase additional services.

**6. LOCAL FACTORS**

Bidders should describe what specific factors ECMWF and its staff should consider when preparing for the transfer to Bonn. This should include descriptions of local specific factors in relation to the property market, administrative and bureaucratic elements, cultural factors and any other factors that may impact the timing or organisation of the moves.

**CONTRACT FOR PROCUREMENT**

**ECMWF/RFP/2021/314**

**for**

**THE PROVISION OF RELOCATION SUPPORT SERVICES**

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 the rates as set out in EUR (€) per order.

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 Mr Luiz De Castro Neves Filho

by (name): \_\_\_\_\_

Its Director of Administration

Its: \_\_\_\_\_

Addresses for contract notices:

For ECMWF

For the Contractor

Director of Administration

ECMWF

Shinfield Park

READING

Berkshire

RG2 9AX

United Kingdom

**YOU ARE NOT REQUIRED TO SIGN THIS AS PART OF YOUR RESPONSE**

**However, you should confirm your agreement to the Terms and Conditions in accordance with para 3.9 of the Request for Proposal**

## **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 Contract contains the entire agreement between the Parties relating to the acquisition of Services.
- 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 for Proposals (“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;
  - 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
  - provide the Contractor with reasonable access at reasonable times to ECMWF’s premises and other facilities 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 CALL-OFF CONTRACT/SEPARATE ORDERS**

- 3.1 In certain cases, meeting ECMWF's full Request needs may require more than one order. In such cases, the Contractor agrees that ECMWF may order further Services following the initial acquisition under the Contract and at the price/price rates set out in the final and agreed version of the Contractor's Proposal (Annex 2).
- 3.2 In response to the order, the Contractor shall confirm the end date and propose a maximum number of billable hours the Contractor anticipates for the order. The Contractor shall not be allowed to expend effort beyond this end date without the written authorisation by ECMWF.
- 3.3 Each order shall be transmitted to the Contractor's representative identified in Annex 2 (Contractor's Proposal).
- 3.4 The Contractor shall formally accept each new order. The description of work in the relevant order shall, upon acceptance by the Contractor, become the basis for the order.
- 3.5 The award of this Contract and any related order does in no way limit ECMWF's right to invite, contract with or send orders to third parties for the same or similar Services.

### **4 PRICE, CURRENCY, VAT AND OTHER TAXES**

- 4.1 The contract price or price rates and the maximum price for a given package of Services shall all be set out in the final and agreed version of the Contractor's Proposal (Annex 2) or in the Contractor's acceptance of an order under this Contract.
- 4.2 Unless otherwise agreed the items referred to in Clause 4.1 shall remain fixed for the duration of the Contract or order and shall not be subject to any adjustment on the basis of the Contractor's cost experience in performing the Contractor order.
- 4.3 The price or price rates referred to in Clause 4.1 shall be inclusive of all the Contractor's charges, disbursements, fees and ancillary costs, including costs relating to the Contractor's personnel. The said price or price rates shall also be inclusive of all direct and indirect taxes, duties, pension, medical or social security contributions which may be payable in relation to the provision of the relevant Services by or in respect of the Contractor, its agents, employees or other personnel.
- 4.4 Should the Contractor and ECMWF agree a daily price for the Services, such price shall include the price for work undertaken inside and outside ECMWF's normal working hours and the Contractor's normal working hours. ECMWF will not pay for overtime, undertaken by the Contractor or its personnel.
- 4.5 If it transpires that, without fault of the Contractor, an agreed package of Services cannot be performed within the pre-agreed maximum price, the Contractor shall not be obliged to perform work entailing cost beyond the pre-agreed maximum price.
- 4.6 The currency of the Request shall be in Euro (€). The Contractor's prices shall be quoted in Euro (€). The Contractor's invoices shall be submitted in Euro (€). Payments by ECMWF to the Contractor shall be made in Euro (€).
- 4.7 The Contractor shall take all necessary steps to facilitate ECMWF's exemption resulting from its

Protocol on Privileges and Immunities<sup>1</sup> from taxes, including VAT, and customs duties which might otherwise be payable in relation to the Services. 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.

- 4.8 ECMWF will not pay any other taxes or duties relating to the Services. 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 Agreement. It is each Party's responsibility to inform itself of its liabilities in each country where such liabilities may arise.

## 5 INVOICING AND PAYMENT

Save where different payment terms have been 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 Clause 2 of these T&C. The invoice must be correct, stating the applicable Services, the price, the Contractor's VAT number and any purchase order number provided by ECMWF. It must have been sent electronically to **finance@ecmwf.int**.

## 6 CONSULTANTS AND OTHER PERSONNEL

- 6.1 For the purposes of this Contract, a Consultant means a member of the Contractor's personnel who is nominated by the Contractor and accepted by ECMWF, to work directly with ECMWF for provision of the Services.
- 6.2 If ECMWF accepts a particular Consultant, nominated by the Contractor in its Proposal or in its acceptance of an order, such acceptance shall be on the understanding that the particular Consultant is willing and able to provide the Services for the whole of the specified period and such Consultant shall not be released or replaced by the Contractor without prior written consent by ECMWF. ECMWF's consent shall not be withheld unreasonably. The replacement shall have equivalent experience and skills to the Consultant he/she is replacing, shall be suitable for the responsibilities of the Consultant he/she is replacing in relation to the Services and shall physically replace the Consultant as soon as possible and not more than four weeks after the departure of the Consultant.
- 6.3 Any Contractor personnel, including a Consultant, shall be replaced 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.
- 6.4 Personnel, other than a Consultant 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.
- 6.5 The Contractor shall ensure that Consultants maintain their professional and technical expertise with relevance to the Services, thus ECMWF is ready to accommodate short periods of unavailability of a Consultant for training purposes. The Contractor shall bear the costs for the training.
- 6.6 The Contractor takes note that, on or soon after first attending ECMWF's premises, the Consultant

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<sup>1</sup> [https://www.ecmwf.int/sites/default/files/amended\\_convention\\_protocol\\_privileges\\_en.pdf](https://www.ecmwf.int/sites/default/files/amended_convention_protocol_privileges_en.pdf)

will be required by ECMWF to sign a declaration in the form shown in **Appendix 1** to these Terms and Conditions. Among other things, the declaration alerts the Consultant to the policies (e.g. concerning health & safety, information security and ethics), with which the Consultant will have to comply, whilst working with ECMWF.

- 6.7 A Consultant shall assist ECMWF as required but the Contractor shall not cede its supervisory responsibility regarding the work of a Consultant to ECMWF and nothing in this contract shall be interpreted as relieving the Contractor of any of its obligations regarding its personnel, including the Consultant. Consequently, the Contractor shall remain responsible for any acts or omissions of a Consultant and for the management of the performance of the same Consultant.
- 6.8 The Contractor hereby confirms that any Consultant, including any replacement is/shall be an employee of the Contractor at all times when performing the Services. The Contractor further hereby confirms that no Consultant or replacement does/shall own a significant proportion of the shares of the Contractor or is/shall be part of the management of the Contractor while performing the Services.
- 6.9 In order to avoid the risks of unintended employment, no individual Consultant shall provide the Services or any other services to ECMWF for continuous or interrupted period(s), which when added together would last for more than two years. ECMWF and the Contractor shall cooperate to implement this form of security, no matter how inconvenient to either of them or to the Consultant.

## **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.

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.

- 7.3 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 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.

## **9 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.

## **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.
- 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 Clause 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 INDEMNITIES**

- 11.1 The Contractor hereby agrees to indemnify ECMWF against any claim 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 or any of its personnel, agents or subcontractors.
- 11.2 The Contractor hereby agrees to indemnify ECMWF against any claim by any of the Contractor’s personnel, including any Consultant, which alleges or which is predicated upon an allegation of employment status with ECMWF and which relates to provision of the Services.
- 11.3 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 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 EC or 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 general, professional liability, automobile and employer's liability insurance (or equivalent cover or contingency arrangements) for all liabilities that may arise out of or in connection with 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 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 REPORTS**

The Contractor pledges to supply ECMWF with all requested information in due time.

## **17 CHECKS AND CONTROLS**

- 17.1 ECMWF reserves the right to carry out all controls, including on-site checks, necessary to ensure that transactions under these T&C are legal, regular, effective, and correct.
- 17.2 The Contractor shall keep all original documents, especially accounting and tax records stored on any appropriate medium, including digitalised originals when they are authorised by its national law and under the conditions laid down therein, for a period of five (5) years after termination of the Contract. This period shall be longer if there are on-going audits, appeals, litigation or claims concerning the Contract. In such cases, the Contractor shall keep the documents until such audits, appeals, litigation or claims are closed.

## **18 GOVERNING LAW AND DISPUTE RESOLUTION**

- 18.1 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 Bonn, Germany. The proceedings shall be in the English language.
- 18.2 Recourse to regular courts of law, also in cases of injunctive relief, is excluded.
- 18.3 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.

## 19 MISCELLANEOUS

- 19.1 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.
- 19.2 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.
- 19.3 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.
- 19.4 Nothing in these T&C is meant to be construed as a waiver, implicit or express, of any of the privileges and immunities conferred upon ECMWF by virtue of its Convention and Protocol.
- 19.5 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.

## APPENDIX 1

### FORM OF DECLARATION TO BE SIGNED BY CONSULTANT ON FIRST ARRIVAL AT ECMWF

**To be signed on or before arrival for first visit:**

Visiting Experts/Scientists

Consultants/Contractors/ Agency Staff

**Name:**

**Permanent Email Address:**

**Purpose of visit(s):**

**Period, over which visit/s is/are currently planned or scheduled:**

▪ **ECMWF Policies**

I acknowledge that I [have][have been given] a User ID for access to ECMWF's IT systems (including files, intranet, internet and email). I agree that, while working at ECMWF, I will be subject to the authority of the Director-General of ECMWF, I will use my access to ECMWF's IT systems solely with the interests of the Centre in mind and I will find, read and comply with the terms of ECMWF's various policy documents (e.g. Charter of Ethics, Information Security Policy, etc).

▪ **Intellectual Property Rights**

I acknowledge that I have been given access to the Centre's "**Intellectual Property Guidelines**" and agree to comply with its contents.

I further agree that all current and future Intellectual Property Rights - of whatever kind - subsisting in all works made wholly or partially by myself at any time during my visits at ECMWF shall automatically, on creation, vest in ECMWF absolutely. I agree to give ECMWF, upon request, full written details of all works embodying Intellectual Property Rights. I agree not to use or incorporate into the Centre's software any of my own or any third party software or data unless such software or data has already been assigned to the Centre. Upon completion of my visits, I shall not make use of or exploit any of the Intellectual Property Rights connected with my activities at ECMWF without prior written authorisation of the Director-General or his/her deputy.

I will adhere to the strictest rules of professional discretion for the protection of Intellectual Property Rights relating to the Centre's activities.

▪ **Confidentiality**

I agree that I will not disclose any confidential information and know-how provided to me or obtained by me during my visits to ECMWF to any third party without prior written approval of the Director-General or his/her deputy.

▪ **Arbitration**

I understand that ECMWF is an intergovernmental organisation with specific privileges and immunities granted to it by its Member States as reflected in [the ECMWF Convention and Protocol](#). One of these rights is ECMWF's immunity from jurisdiction. Accordingly, any matter between myself and the Centre, including any violation of my rights and obligations during my stay, should be resolved amicably. If that fails, both I and ECMWF shall attempt to fully resolve the issue by using ECMWF's internal dispute resolution procedures. Any remaining issues between me and ECMWF will be finally settled by arbitration proceedings in English before one or more arbitrators, sitting in London. Such arbitration will be governed by suitable arbitration rules agreed between myself and ECMWF. I understand and accept that Recourse to domestic courts is excluded, except for the purpose of enforcing an arbitral award.

**I understand that the duties that I assume under this document shall remain in full force for all of my future visits to the Centre, until further notice**

Signature.....Date.....