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Florence Rabier
Director-General
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DG/125

Paris, 22 February 2021

Subject: Extension and amendment of the Agreement for cooperation between the European Centre for Medium-Range Weather Forecasts (ECMWF) and the European Space Agency (ESA) on exchange of information and expertise

Dear Madam, *dear Florence*

On 31 May 2005, the European Centre for Medium-Range Weather Forecasts (ECMWF) and the European Space Agency (ESA) signed a cooperation agreement, hereinafter referred to as "the Agreement", with the purpose of establishing a general framework for mutual cooperation with regard to exchange of information and of expertise between the Parties in the field of meteorological data provision and assimilation.

In accordance with Article XIII, the Agreement entered into force on the day of its signature. Article XIII provides that the Agreement may be extended for such additional periods as may be mutually agreed in writing between the Parties. Initially signed for a period of five years, the Agreement the Agreement has been renewed twice so far and will remain in force in until 31 May 2020.

Having regard to our continued collaboration, which has proven to be very fruitful and constructive I am writing to propose the extension of the Agreement for an indefinite duration. Such extension will enable the continuation and consolidation of cooperation between our respective organisations.

If the above proposal to extend the duration of the Agreement for an indefinite period and introduce some necessary amendments for updating purposes is acceptable to ECMWF, I propose that we execute the attached Amendment to the Agreement, as from 1st June 2020.

Yours sincerely,

A handwritten signature in dark ink, appearing to read 'JWörner'.

Johann-Dietrich Wörner

AMENDMENT TO THE

AGREEMENT

FOR CO-OPERATION BETWEEN

**THE EUROPEAN CENTRE FOR MEDIUM-RANGE
WEATHER FORECASTS (ECMWF)**

AND

THE EUROPEAN SPACE AGENCY (ESA)

ON EXCHANGE OF INFORMATION AND EXPERTISE

PREAMBLE

The European Centre for Medium-Range Weather Forecasts, an international organisation, established by the Convention which was opened for signature in Brussels on 11 October 1973 and entered into force on 1 November 1975, hereinafter referred to as the “Centre”, represented by its Director,

and

The European Space Agency, established by the Convention opened for signature in Paris on 30 May 1975 and entered into force on 30 October 1980, hereinafter referred to as “the Agency”, represented by its Director General,

hereinafter collectively referred to as “the Parties”,

HAVING REGARD to the articles XII and XIII of the Agreement for the cooperation between ESA and ECMWF on Exchange of Information and Expertise signed on 31 May 2005 (hereinafter referred to as the “ECMWF-ESA Agreement”);

HAVING REGARD to the first and second extension of the ECMWF-ESA Agreement which was implemented via an exchange of letters and took effect on 5 January 2010 and on 5 June 2015 respectively;

TAKING INTO ACCOUNT that the Parties have agreed to extend the duration of the ECMWF-ESA Agreement for an indefinite period of time and introduce at this occasion a number of changes to the text and in particular the right to denounce the ECMWF-ESA Agreement,

HAVE AGREED AS FOLLOWS:

Article 1

The ECMWF-ESA Agreement shall be amended as follows:

1. **Preamble, first recital** shall be replaced by the following paragraph:

“CONSIDERING the mutual interest of the Parties in meteorological and environmental data provision and exploitation, including data assimilation”.

2. **Preamble, second recital** shall be replaced by the following Paragraph:

“RECALLING that the Agency and the Centre have enjoyed a long-standing relationship in the field of satellite Meteorology, starting from their co-operation on the ERS and ENVISAT missions, and in particular in the use and quality control of satellite meteorological data”.

3. **Article I, Paragraph 2**, shall be replaced by the following Paragraph:

“The purpose of the Agreement may be achieved by the Parties through such activities as, but not limited to:

- Access to the Centre’s databases and computer time;
- Cross-participation in projects and activities;
- Continuation of the Centre’s activities in calibration and validation of the Agency’s relevant Earth Observation satellites;
- Taking due account of the Centre’s requirements for operational use of the data in the relevant programmes of the Agency;
- Contribution to the Centre re-analyses by the provision of available reprocessed Agency’s data;
- Educational and fellowship exchanges through for instance places for the Agency in the Centre Education and Training Seminars and Courses, and provision of Agency fellowships for some mutual agreed purposes, at the Centre;
- Close co-operation and provision of information on the Parties’ Copernicus and GEOSS activities
- Cooperation in the field of processing and tools, AI and meta data

4. **Article XII** shall be replaced by the following

Paragraph: “Amendments

This Agreement may be modified by mutual consent and agreement between the Parties.

The Party wishing to amend a provision of this Agreement shall notify the other Party in writing by giving six months' notice. Any amendment shall enter into force when each Party has notified the other in writing of its acceptance of the said amendment in accordance with its own procedure”.

5. **Article XIII** shall be replaced by the following

Paragraph: “Entry into force and duration

1. The present Agreement shall come into force on the day on which it is signed by the Parties.
2. Either Party may denounce the present Agreement at any time by means of a notification in writing to the other Party. Such denunciation shall become effective on the first day of the month following the expiration of a period of twelve months after the date of receipt of the notification by the recipient Party. Upon expiration of the twelve months period the present Agreement shall cease to have effect and shall be deemed terminated.
3. Obligations under Articles IV, VI and VII shall continue to be in force after the denunciation and ensuing termination of the present Agreement, to the extent necessary to secure the implementation of any specific implementing arrangements concluded pursuant to Article II above and still effective on the date upon which the present Agreement ceases to have effect and is terminated”.

Article 2

This Amendment shall enter into force upon signature by both Parties.

Article 3

All other provisions of the ECMWF-ESA Agreement remain valid and in force.

Article 4

The attached consolidated version of the ECMWF-ESA Agreement, which includes all changes resulting from the presently agreed Amendment by the Parties, constitutes a working document for reference purposes. In case of deviation or conflict between the consolidated version of the ECMWF-ESA Agreement and the text set out in the present Amendment, the latter shall prevail.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Amendment.

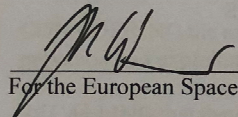
Done in two originals in the English language.

Place: *Paris*

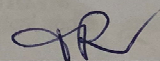
Place: *Reading*

Date: *22.09.2021*

Date: *28/21/2021*



For the European Space Agency
Johann-Dietrich Wörner
Director General



For the European Centre for
Medium-Range Weather Forecasts
Florence Rabier
Director General

WORKING DOCUMENT CONSOLIDATED VERSION

AGREEMENT FOR CO-OPERATION

BETWEEN

**THE EUROPEAN CENTRE FOR
MEDIUM-RANGE WEATHER FORECASTS**

AND

THE EUROPEAN SPACE AGENCY

ON EXCHANGE OF INFORMATION AND EXPERTISE

The European Centre for Medium-Range Weather Forecasts, an international organisation, established by the Convention which was opened for signature in Brussels on 11th October 1973 and entered into force on 1st November 1975, hereinafter referred to as the “Centre”, represented by its Director,

and

The European Space Agency, an international organisation established by the Convention which was opened for signature in Paris on 30 May 1975 and entered into force on 30 October 1980, hereinafter referred to as the “Agency”, represented by its Director General,

hereinafter collectively referred to as “the Parties”,

CONSIDERING the mutual interest of the Parties in meteorological and environmental data provision and exploitation, including data assimilation;

RECALLING that the Agency and the Centre have enjoyed a long standing relationship in the field of satellite Meteorology, starting from their co-operation on the ERS and ENVISAT missions, and in particular in the use and quality control of satellite meteorological data;

RECOGNISING that the Centre helps demonstrate the utility of the Agency’s Earth Observation satellite data and contributes to their validation and calibration;

RECOGNISING that the Centre has unique expertise in data assimilation, which allows the evaluation of impact of existing and future atmospheric/climate related instruments, through for instance running Observing Systems Experiments, and provides an operational environment for validation of flying instruments;

RECOGNISING that the Agency’s Earth Observation data make positive contributions to weather and climate forecasts;

RECOGNISING that the Agency has included state of the art techniques in the assessment of its present and future weather and climate related sensors;

HAVE AGREED as follows:

Article I Purpose

1. The purpose of the present Agreement is to establish a general framework for mutual co-operation, with regard to exchange of information and of expertise between the Parties, in the field of meteorological data provision and assimilation.
2. The purpose of the Agreement may be achieved by the Parties through such activities as, but not limited to:
 - Access to the Centre's databases and computer time;
 - Cross-participation in projects and activities;
 - Continuation of the Centre's activities in calibration and validation of the Agency's relevant Earth Observation satellites;
 - Taking due account of the Centre's requirements for operational use of the data in the relevant programmes of the Agency;
 - Contribution to the Centre re-analyses by the provision of available reprocessed Agency's data;
 - Educational and fellowship exchanges through for instance places for the Agency in the Centre Education and Training Seminars and Courses, and provision of Agency fellowships for some mutual agreed purposes, at the Centre;
 - Close co-operation and provision of information on the Parties' Copernicus and GEOSS activities;
 - Cooperation in the field of processing and tools, AI and meta data.

Article II Implementation of the Co-operation

1. The co-operation under the present Agreement shall be carried out through specific implementing arrangements covering specific activities. The implementing arrangements shall cover the tasks and responsibilities, including financial provisions, of each of the Parties. The implementing arrangements shall identify the availability of the resources required to complete the activities with a co-ordinated effort. They shall also describe managerial, technical and operational interfaces between the respective activities and the detailed roles and responsibilities of the Parties.
2. The content of each specific implementing arrangement shall be concluded by the Director General of the Agency and the Director of the Centre and shall be subject to the provisions of the present Agreement and to the internal rules and regulations of each Party.

3. Implementation of the co-operation may also be carried out as service provision in the frame of contracts.
4. Bilateral meetings between the points of contact designated under Article III shall be held as often as necessary, and at least once a year, to review progress in the implementation of the present Agreement, in particular but not limited to co- operation activities, ongoing work packages and planning of future activities.
5. Each party may invite the other to attend meetings relevant to the subjects referred to in Article I above, subject to applicable rules and procedure of each Party. Relevant documentation shall be communicated to the invited Party and the invited Party shall be entitled to propose items on the agenda, submit contributions to such meetings and participate in the discussions.

Article III Points of Contact

1. The Director General of the Agency and the Director of the Centre will nominate their respective points of contact for the execution of this co-operation.
2. The points of contact shall in particular coordinate actions relating to the implementation of the present Agreement and take measures to facilitate further development of cooperative activities. Such points of contact shall be the ordinary channels for the Parties' communication of proposals for co-operation.

Article IV Exchange of Information and Data

1. The Parties shall inform each other and exchange scientific and technical information of mutual interest relevant to co-operation in the subjects referred to in Article I above, through the transmission of technical and scientific reports and notes, consistent with their respective rules on the dissemination of information and data.
2. Each Party shall provide the other Party, in support of the latter mission, with all information and data necessary for the co-operation and the implementation of the activities agreed under the present Agreement, in particular but not limited to, Numerical Weather Prediction and Environmental Monitoring, calibration, validation and data processing, subject to its own data policy and rules on the dissemination of information and data.
3. Scientific and technical information obtained by one Party in the course of joint experiments or projects shall be made available to the other, subject to the compliance to any such rules as may be mutually agreed concerning the dissemination of information and data.
4. Any disclosure to any person permitted under the present Agreement shall be in strict confidence and shall extend only so far as may be necessary for the purposes of the present Agreement.

5. Information exchanged in pursuance of the present Agreement shall not be disclosed to third parties nor used for commercial purposes, except with the prior approval of, and on the conditions agreed between, the Parties.
6. In the event of arrangements involving industrial firms or other partners, the involved Party shall make appropriate provision with respect to access and exchange of information and data.

Article V Funding

Unless otherwise provided for in an implementing arrangement, each Party shall bear its own costs of discharging work to be done by it for the implementation of the present Agreement, in accordance with its own rules and regulations and without exchange of funds.

Article VI Rights and Properties

1. Each Party shall, in accordance with its own rules and procedure, administer or retain the property and commercial rights of all software, equipment and documentation which it has financed and developed within the framework of its own activities under the present Agreement.
2. Implementing arrangements between the Parties may require specific provisions for joint developments made for the purpose of this Agreement.
3. When one Party to the other furnishes goods, data or information, the receiving Party shall ensure a degree of protection of the intellectual property rights therein at least equivalent to that enjoyed in the legal system applicable to the furnishing Party. Special measures that need, in the view of the furnishing Party, to be taken in order to achieve this level of protection shall be subject to mutual agreement.

Article VII Data Policy

1. Data and services generated under the present Agreement shall be made available to all interested scientific and operational users, in accordance with the data policy of the Party originating them and entitled to establish the conditions of access. Each Party will duly take into account the conditions of Article IV and VI above.
2. If need be and in accordance with Article IV.2, each Party will inform the other Party about redistribution of data.

Article VIII Exchange of Personnel

1. Under the present Agreement, an exchange of personnel may be undertaken as required to pursue the co-operation activities referred to in Article I, to be defined through a dedicated implementing arrangement.
2. Such personnel shall not change their administrative status towards their respective employers and the employment conditions of the parent organisation will remain applicable to them. They shall remain under the authority of the employing Party and accomplish work as defined by that Party
3. They shall, however, for the day-to-day matters work under the authority of the Head of the host organisation and the working conditions of the host organisation shall apply to them.

Article IX Public relations and information

1. Each Party shall undertake to coordinate with the other its own or joint public relations activities related to the subjects covered by the present Agreement.
2. In all relevant media activities, the role of each Party shall be clearly identified and mentioned.

Article X Liability

1. The Parties agree that, with respect to the activities undertaken pursuant to this Agreement, one Party shall not make a claim against the other Party with respect to injury or death of its employees or contractors or any person acting on its behalf, or with respect to damage of any kind to or loss of its own or contractors' property whether such injury, death, loss or damage arises through negligence or otherwise, except in the case of gross negligence or willful misconduct.
2. Furthermore, the application and utilisation of information or deliverables exchanged in pursuance of this Agreement shall confer no liability on the Party from which such information or deliverable originated.
3. The waiver of liability in this Article shall not apply to:
 - a) Claims between a Party and its contractors;
 - b) Claims with regard to intellectual property rights;
 - c) Claims made by a natural person, his/her estate, survivors, or subrogees for injury or death of such natural person.

Article XI Settlement of disputes

Any dispute which may arise regarding the interpretation or application of the present Agreement which it has not been possible to resolve by direct negotiation or any other method shall be referred to arbitration in accordance with the Optional Rules for Arbitration of the Permanent Court of Arbitration.

Article XII Amendments

This Agreement may be modified by mutual consent and agreement between the Parties. The Party wishing to amend a provision of this Agreement shall notify the other Party in writing by giving six months' notice. Any amendment shall enter into force when each Party has notified the other in writing of its acceptance of the said amendment in accordance with its own procedure.

Article XIII Entry into force and duration

1. The present Agreement shall come into force on the day on which it is signed by the Parties.
2. Either Party may denounce the present Agreement at any time by means of a notification in writing to the other Party. Such denunciation shall become effective on the first day of the month following the expiration of a period of twelve months after the date of receipt of the notification by the recipient Party. Upon expiration of the twelve months period the present Agreement shall cease to have effect and shall be deemed terminated.
3. Obligations under Articles IV, VI and VII shall continue to be in force after the denunciation and ensuing termination of the present Agreement, to the extent necessary to secure the implementation of any specific implementing arrangements concluded pursuant to Article II above and still effective on the date upon which the present Agreement ceases to have effect and is terminated.