

**AGREEMENT BETWEEN THE
EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS
AND THE
JOINT RESEARCH CENTRE OF THE EUROPEAN COMMISSION**

*Approved by the Council at its 57th session (December 2002)
(ECMWF/C/57/M(02)2 para. 100 and Annex 4)
Entry into force of the Agreement on 6 May 2003*

WHEREAS the Joint Research Centre of the European Commission (hereinafter the “JRC”) is a specific Directorate General of the European Commission, which provides technical and scientific support needed for European policies, works in close partnership with the other Directorates-General in charge of various policies, and whose activities combine short-term technical support with long-term strategic research;

WHEREAS the European Centre for Medium-Range Weather Forecasts (hereinafter the Centre) co-operates to the largest extent possible, in accordance with international meteorological traditions, with international scientific and technical organizations whose activities are related to its objectives, which include the development of dynamic models of the atmosphere, the preparation of the data necessary for medium-range weather forecasts, and the collection and storage of appropriate meteorological data;

WHEREAS the JRC is involved in environmental research activities and has developed geographical and environmental databases relevant to the activities of the Centre;

WHEREAS the JRC requires routine access to archive meteorological data and access to the Centre’s environmental data including archived analyses, re-analyses and ensemble prediction products for its research;

NOW, THEREFORE, the JRC and the Centre have decided to conclude an agreement for co-operation and have agreed as follows:

Article 1

Co-operation and consultation

1. The JRC and the Centre agree that with a view to facilitating the effective attainment of the objectives set forth in their respective constitutional instruments, they will act in close co-operation with each other and will consult each other regularly in regard to matters of common interest.
2. The JRC and the Centre agree to co-operate closely with regard to activities supporting their missions, and to establish specific procedures to that end in accordance with the provisions of this Agreement.

Article 2

Reciprocal representation

Appropriate arrangements shall be made by agreement from time to time for the reciprocal representation of the JRC and the Centre at other meetings convened under their respective auspices, which consider matters in which the other organization has an interest.

Article 3

Exchange of information and documents

1. Subject to such arrangements as may be necessary for the safeguarding of confidential material, the Secretariat of the JRC and the Secretariat of the Centre shall keep each other fully informed concerning all projected activities and all programmes of work which may be of interest to the other party.
2. The JRC and the Centre recognize that they may find it necessary to apply certain limitations for the safeguarding of confidential information furnished to them. They therefore agree that nothing in this Agreement shall be construed as requiring either of them to furnish such information as would, in the judgment of the party possessing the information, constitute a violation of the confidence of any of its Members or anyone from whom it has received such information or otherwise interfere with the orderly conduct of its operations.
3. The parties agree that data that are exchanged in accordance with the provisions of this Agreement shall not be subject to any restrictions, except that the JRC shall not make available data transmitted to the JRC by the Centre to any third party without the prior agreement of the Centre.
4. In particular, data made available to ECMWF shall be available also to the Member States and Co-operating States of ECMWF.

Article 4

Scientific co-operation and exchange of data

1. The Director-General of the JRC and the Director of the Centre or their representatives shall arrange for the provision of appropriate access for JRC for the purposes of its research to archive meteorological data and access to the Centre's archived environmental data including analyses, re-analyses and ensemble prediction products for its research, and for access for the Centre to data-bases held by JRC of information relevant to the activities of the Centre.
2. The JRC shall be responsible for all costs for transmission of data to the JRC.
3. The Centre shall be responsible for all costs for transmission of data to the Centre.
4. The JRC shall be allowed to submit applications for Special Projects of the Centre.
5. The JRC shall provide information regularly to the Centre on its use and application of the Centre's products.

Article 5

Training

Staff of the JRC may participate in Training Courses of the Centre under the same conditions as apply to participants from International Organizations.

Article 6

Proposal of agenda items

After such preliminary consultations as may be necessary, the Centre shall consider for inclusion on the provisional agenda of its Sessions of the Council or its committees items proposed to it by the JRC. Similarly, the JRC shall consider for inclusion on its provisional agenda items proposed by the Centre. An explanatory memorandum shall accompany items submitted by either party for consideration by the other.

Article 7

Co-operation between Secretariats

The Secretariat of the JRC and the Secretariat of the Centre shall maintain a close working relationship in accordance with such arrangements as may have been agreed upon from time to time by the Director-General of the JRC and the Director of the Centre.

Article 8

Financing of special services

If compliance with a request for assistance made by either organization to the other would involve substantial expenditure for the organization complying with the request, consultation shall take place with a view to determining the most equitable manner of meeting such expenditure.

Article 9

Implementation of the Agreement

The Director-General of the JRC and the Director of the Centre may enter into such arrangements for the implementation of this Agreement as may be found desirable in the light of the operating experience of the two organizations.

Article 10

Revision, termination and succession

1. On six months' notice given by either party, this Agreement shall be subject to revision by agreement between the JRC and the Centre.
2. Either party may terminate this Agreement on 31 December of any year by notice given not later than 30 June of that year.
3. Upon the succession of either party, the successor organization shall notify the other party of its succession in respect of this Agreement.

Article 11

Entry into force

This Agreement shall come into force on its approval by the JRC and by the Council of the Centre.

PROTOCOL

This Agreement was approved by the 57th session of the Council of the European Centre for Medium-Range Weather Forecasts on 2-3 December 2002, and by the Joint Research Centre of the European Commission on the date of signature below, thus in accordance with the terms of Article XI of the Agreement, it entered into force on the latter date.

IN WITNESS WHEREOF the Director-General of the Joint Research Centre of the European Commission and the Director of the European Centre for Medium-Range Weather Forecasts have affixed their signatures to two original copies of the Agreement in the English language.

Date of signature: 6 May 2003

[signature]

Barry Mc Sweeney
Director
for the Joint Research Centre

[signature]

David Burridge
Director
for the European Centre for Medium-Range
Weather Forecasts