

REQUEST FOR PROPOSAL

ECMWF/RFP/2022/326

FOR

**PROVISION OF FUNCTIONAL DESIGN SPECIFICATION FOR
AUDIO VISUAL (AV) REFIT OF THE COUNCIL CHAMBER**

AT

ECMWF SHINFIELD, UK

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1. INSTRUCTIONS TO PROPOSERS

1.1 Introduction

This Request for Proposal (RFP) has been prepared by the European Centre for Medium-Range Weather Forecasts, (governed by its Convention and associated Protocol on Privileges and Immunities which came into force on 1 November 1975 and was amended on 6 June 2010) ("ECMWF") for the purposes of obtaining proposals from suppliers for provision functional design specification for AV refit of the Council Chamber at ECMWF headquarters in Shinfield Park, Reading UK.

The submission of a response to this RFP shall constitute an offer that may be accepted by ECMWF so as to become a binding contract. However, ECMWF is not bound to accept any quotes. If ECMWF elects to accept a quote, subject to contract, the parties shall execute a formal contract incorporating the terms and conditions contained in the RFP and any other agreed terms.

Introduction to ECMWF

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

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

1.2 Background to the project

The background to this RFP is described in Annex 1.

1.3 Confidentiality

The contents of this RFP together with all other information, materials, specifications or other documents provided by ECMWF, or prepared by respondents specifically for ECMWF, shall be treated at all times as confidential by the respondents unless it is already in the public domain. Respondents shall not disclose any such information, materials, specifications or other documents to any third parties or to any other part of the respondents' group or use them for any purpose other than for the preparation and submission of a response to this RFP nor shall respondents publicise ECMWF's name or the project without the prior written consent of ECMWF. Respondents shall ensure that all third parties to whom disclosure is made shall keep any such information, materials, specifications or other documents confidential and not disclose them to any other third party except as set out above.

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

Please also note that all personally identifiable information (PII) requested by ECMWF or provided by respondents will be treated in accordance with the ECMWF Policy on Personally Identifiable Information Protection (PIIP). It is available at <https://www.ecmwf.int>. ECMWF shall process all PII submitted by your

response for the sole purposes of assessing your response. In doing so, ECMWF may share such PII with consultants or external advisors.

1.4 Enquiries and contact procedure

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

Contact name: Procurement at ECMWF

E-mail: procurement@ecmwf.int

The subject of the email must be: **“Clarification to RFP/2022/326”**

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.

Should the suppliers require a site visit prior to submission of responses, they are advised to contact the procurement email address above by the final date specified in 1.5 Timetable.

1.5 Timetable for procurement

ECMWF envisages the following timetable for this RFP:

RFP issuance date	20 May 2022
Site visits (any site visit requests should be communicated by 6 th June 2022 to the contact in 1.4)	6-10 June 2022
Final date/time for receipt by ECMWF of clarification questions	14 June 2022, midnight
Date by which clarification questions will be answered	21 June 2022
Closing date/time for submission of responses	Tuesday, 28 June 2022, 15:00 UK Local time
Evaluation of proposals by ECMWF	June-July 2022 (including clarification of bidder responses if required)
Negotiations with one or more Proposers	July 2022
Contract signature and start of work	July onwards
Completion of works	September 2022

1.6 Submission of responses

The respondent must submit their response to RFP326@ecmwf.int as an email with attachments containing its complete response to this RFP including its response to Annexes 1 and 2. The attachments must contain a printable version of the response in Microsoft Word format, Rich Text Format (RTF) or Adobe Portable Document Format (PDF) and in Microsoft Excel format for any spreadsheets. The email should confirm that the response has been submitted by a duly authorised director or senior officer of the respondent.

The subject of the email must be: **“Response to RFP/2022/326”**

You will receive an automated receipt confirmation upon submission of your response. If you do not receive one, you should contact procurement@ecmwf.int immediately. You must NOT send or copy your response to the contact email address in 1.4 above.

Please note that ECMWF reserves the right to contact bidders during the evaluation process in order to clarify points in their response, therefore the contact point should be monitored during this period.

1.7 Timeliness of response

ECMWF will not consider any late or partial responses to this RFP nor will it consider requests for extension of the time or date fixed for the submission of proposals. It may, however, at its own absolute discretion extend the time or date fixed for submission and in such an event ECMWF will notify all Proposers who have provided ECMWF with an e-mail address for communication of additional information.

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

1.8 Costs of preparation of response

Recipients of this RFP will be responsible for and bear all of their own costs, liabilities and expenses which may be incurred in the preparation of their responses to this RFP.

1.9 Evaluation method and selection criteria

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

Evaluation criteria	Weighting
Quality <ul style="list-style-type: none">• Track record• Solution proposed	60%
Price	40%

ECMWF reserves the right to negotiate with one or more respondents before taking a decision on the placing of a contract. This may involve a meeting either in person (on site in Reading) or via video-

conferencing. ECMWF cannot reimburse the respondents for any costs relating to such meetings. Following notification of the result of your bid you may request feedback on the evaluation from ECMWF.

1.10 Warnings/disclaimers

Nothing contained in this RFP or any other communication made between the respondent and ECMWF or its representatives shall constitute an agreement, contract or representation between ECMWF and any other party (except for a formal award of contract made in writing by ECMWF). Receipt by a respondent of this RFP does not imply the existence of a contract or commitment by or with ECMWF for any purpose.

ECMWF reserves the right to change any aspect of, or cease, the RFP at any time.

While ECMWF has taken all reasonable steps to ensure, as at the date of this document, that the facts which are contained in this RFP are true and accurate in all material respects, ECMWF does not make any representation or warranty as to the accuracy or completeness or otherwise of this RFP, or the reasonableness of any assumptions on which this document may be based. ECMWF accepts no liability to respondents whatsoever and however arising and whether resulting from the use of this RFP, or any omissions from or deficiencies in this document.

ECMWF may use the information included in a response for any reasonable purpose connected with this RFP.

1.11 Validity

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

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 the proposal.

3.2 Company and contact details

Please give details of your company, stating its full registered address and company registration number. ECMWF may check the financial status of the company.

Please supply details of the person at your organisation who can be contacted by ECMWF in relation to your proposal. Please give their name, title, address and location, telephone number and e-mail address.

3.3 Track record, customers and references

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

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

3.4 Staff resources

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

3.5 Commercial arrangements

Respondents shall provide prices for the required services, showing the breakdown in costs by using the table in Annex 1 Appendix A Response template.

3.6 Responses to the Specification of Requirements

Respondents should demonstrate their ability to meet the requirements set out in Annex 1. Respondents should also provide a detailed implementation plan of proposed activities for the duration of the contract, describing the main objectives, the respective proposed activities and a set of Deliverables and Milestones. Deliverables should be consistent with the technical requirements specified in Annex 1. Milestones should be designed as markers of demonstrable progress and/or quality of service delivery.

The following management aspects should be described in the proposal: quality assurance and control, communication management (ECMWF, stakeholders, internal communication), conflict resolution, subcontractor management, personal data management.

A list of subcontractors, if any, describing their contribution and key personnel, legal name and address, should also be provided.

3.7 Terms and Conditions

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

Please note that as a result of ECMWF's immunity from jurisdiction, any contract resulting from this RFP must contain an arbitration clause which is offered by ECMWF to all contracting parties. Further information may be found at <https://www.ecmwf.int/en/about/suppliers> in document "ECMWF's status: Arbitration and VAT".

Please confirm that you agree to the Terms and Conditions at Annex 2. The proposal which you submit, clarified if necessary, will be part of the contract.

3.8 Additional matters

Please set out any additional information or other relevant matters which you think have not been adequately addressed in the RFP and/or merit further consideration in your response.

ANNEX 1: SPECIFICATION OF REQUIREMENTS

1. BACKGROUND

The current AV facility that is installed at the ECMWF Shinfield Park HQ no longer meets the user needs in the new hybrid meeting era. The existing AV consists of table microphones and speaker system, single projector driven from a laptop at a lectern and repeated to 20 local screens around the table, with the addition of an extra 12 removable screens that can be installed around the edge of the room space. A single PZT Panasonic camera is installed in one corner of the room space offering a room shot. There are 43 table microphones, one microphone installed on the lectern and an additional 12 removable microphones installed around the room edge.

The information included in Section 4 of this specification details the list of currently installed equipment. Some of this equipment may be reused to reduce the cost of the project as long support and spares are still available until the end of 2026 when the Centre will relocate to new offices.

2. OBJECTIVES AND SCOPE

The display system shall be able to be used for both in room meetings and full hybrid meetings with the installed system being capable of allowing remote presenters from the Centre’s other duty stations or other individuals to present content and be seen and heard by the delegates in the room.

The Centre currently uses Microsoft Teams & Bluejeans as its main VC platforms but also uses Zoom and Webex as required, and the delivered system will need to be fully compatible with all the platforms mentioned above.

3. SPECIFICATION OF REQUIREMENTS

Mandatory and optional requirements are listed in this section and also provided in Word format as Appendix A to Annex 1, to be used by the suppliers as a response template.

Suppliers should complete the table in Appendix 1 as their response to the requirements. Supporting information, comments, links, etc., with regards to how this requirement will be met shall be provided in the response part.

Requirement	Mandatory (M)/ Optional (M)
To provide an installed camera system that is capable of interfacing with the microphone system so that when a microphone goes live a camera will zoom on to the speaker.	M
Enough cameras are to be provided to give a head and shoulders shot of the speaker when the microphone is pressed.	M
When no microphone is pressed a shot of the room shall be displayed.	M
When transitioning between shots motion blur should be minimized from the PZT action either via automatically cutting to a room shot or the ECMWF logo. This transition time should be as short as possible.	M
On pressing the first microphone, the camera will zoom to the speaker, when a subsequent speaker microphone is pressed, a camera shall zoom to that location	M

and either multiple speakers are shown on screen up to the capacity of the camera system or the system operates whereby a camera zooms to the last pressed microphone. If the chairs microphone is pressed their camera will be persistent on the screen and the 2nd and subsequent delegate microphone image will change.	
To provide the retransmission of the remote speaker/content to new local screens around the table and to the removable screens around the edge of the room when connected.	M
The size of the screen selected shall ensure that the delegate on the opposite side of the table is still visible whilst providing enough screen real-estate so that the content/remote participants can be clearly seen.	M
To provide a replacement speaker microphone system. The microphones shall be able to have a wide pick-up range so that delegates speakers can still be heard even if they turn their head.	M
To provide two wireless microphones, one handheld and one lavalier. A separate cost shall be provided for this option.	O
The current projector was installed in 2018 and has a throw of 2400mm. This may be replaced as required by the design to provide an improved quality or size of the image. A separate cost shall be provided for this option.	O
To provide an additional screen or projector so that content can be displayed separately from the remote participants allowing the speakers in the room to be able to see the remote participants clearly. A separate cost shall be provided for this as an option.	O
Content shall be able to be sent to the projector and controlled from either the lectern or the technician's booth. Any clicker provided shall be of professional quality.	M
<u>Chair location:</u> -To provide a touch screen at the chair position so that remote participant questions/requests to speak can be seen by the chair. -This shall be scrollable. -This screen shall also be capable of receiving messages from the technician booth. -The chair shall be able to clear all open microphones.	M
<u>Technicians' booth:</u> -To interface with the current solid state audio recorder so that the output from any source in the room is captured. -The provision to be able to monitor the in-room audio -An AV technician control station to be able to monitor and control video and audio feeds. -Loading of content to be displayed on the projector and remote screens. -From the technician's booth it shall be possible to reposition any camera whilst in use and override/ mute and open microphone From the technicians booth it shall be possible to reposition any camera whilst in use and override/ mute an open microphone. - A microphone shall be provided in the technician booth.	M
Supplier will provide any configuration and set up files for the equipment to ensure that the Centre can maintain/modify the installation as required after commissioning.	M
Provision of a training package for the Centre's engineering team & comms teams to cover the full operation of the system plus a more in-depth session on the programming and configuration. A separate cost shall be provided for this as an option.	O

Provision of a yearly maintenance plan and support contract. A separate cost shall be provided for this as an option.	O
Installation workmanship requirements: -Good installation practice shall be carried out. -Power cables shall be segregated from data/signal cables -All equipment shall be installed as per the manufacturer's instructions. -Care shall be taken not to damage the tabletop or any of the furniture	M
Please provide as a part of your response a block cable diagram of the design	M
Please provide as a part of your response a room diagram showing camera locations and screens/monitors.	M
Please provide as a part of your response a timeline for the project with the completion date of the project being latest 2nd September 2022. <i>If suppliers believe this date cannot be achieved, they should provide explanation accordingly in their responses.</i>	M
Please provide as a part of your response "Description of the system operation"	M
Please provide as a part of your response PDF manuals for the proposed equipment	M

Excluded from the scope of this RFP:

- *There will be no allowance made for simultaneous translation or translation of any other type.*
- *There is no requirement for a voting system.*

4. EXISTING EQUIPMENT AND INFORMATION

Mounted in a 19" rack in the technicians booth:

- 1 x BI Amp Systems Tesiraforte AVB VT4 DSP server
- 1 x Dennon DN 700R solid state sound recorder
- 1x Beyer Dynamic Orbis CU Microphone Controller
- 1x Crestron USB-EXT-2 Remote
- 1x Australian Monitor AMS1202P 2x120W power amplifier
- Focusrite2i2 for audio monitoring

Mounted in the Council Chamber:

- 6 x room speakers Cornered audio Ci4-V 60W
- 1x NEC projector NECP554W ANSI WXGA
- 1x Projector screen 1660x2660mm
- 1x Panasonic 4k AW-UE100 PZT camera
- 1x Windows laptop installed on the lectern
- 1x Crestron USB-EXT-2 Remote
- 1x SY KP6V desktop controller
- 1x Extron presentation switcher IN608
- 1x Kramer VP-426
- 1x VGA to CAT convertor
- 1x Beyer dynamic Revoluto Vertical microphone

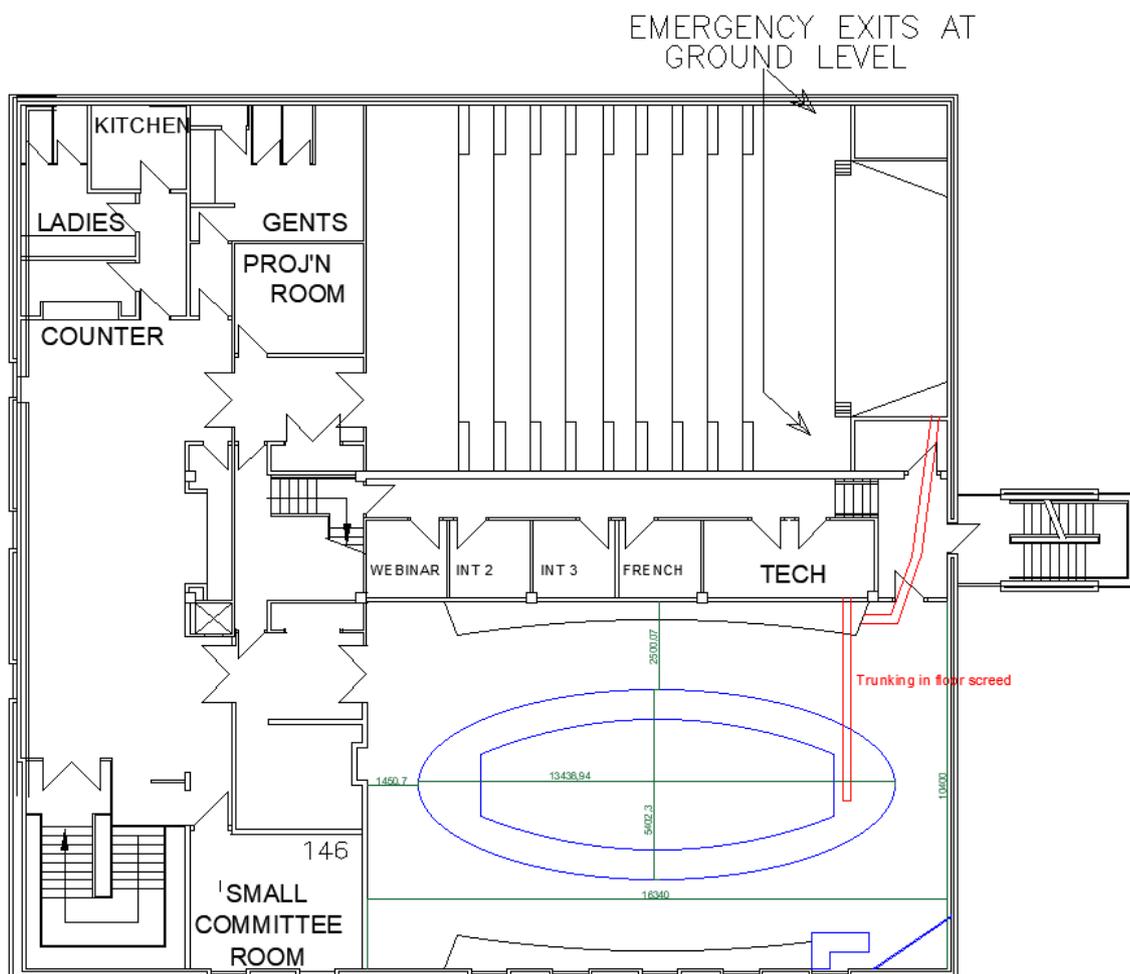
Mounted on the table:

- 43x Beyer dynamic MU21 delegate microphone c/w gooseneck mic with integrated speaker
- Cat to VGA repeaters
- 20x 20" VGA repeater screens

Removable installation at the room sides:

- 12x Beyer dynamic MU21 delegate microphone c/w gooseneck mic with integrated speaker
- 12x 20" VGA repeater screens

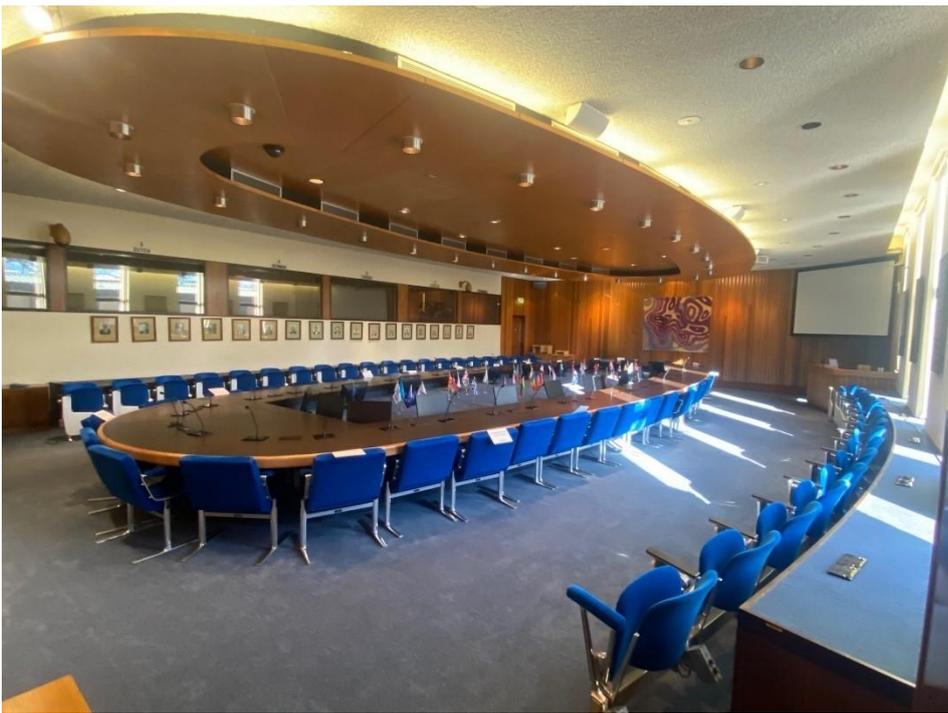
CONFERENCE BLOCK FIRST FLOOR



The trunking runs from under the raised platform behind the seating to under the centre of the table.

Access to the lectern position would require cables to be pulled across in the ceiling void.

If there is any doubt a site survey is recommended.





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

CONTRACT FOR PROCUREMENT

ECMWF/RFP/2022/326

FOR

**PROVISION OF FUNCTIONAL DESIGN SPECIFICATION FOR
AUDIO VISUAL (AV) REFIT OF THE COUNCIL CHAMBER**

AT

ECMWF SHINFIELD, UK

The entire agreement between the Parties relating to the acquisition of Goods (“Contract”) consists of:

ANNEX 1: ECMWF’s Terms and Conditions of Contract - Goods

ANNEX 2: the Contractor’s Proposal

ANNEX 3: ECMWF/RFP/xxx for [brief description of goods]

[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 - Goods
- 2) ANNEX 3: ECMWF/RFP/xxx for [brief description of goods].
- 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 goods described in this Contract on the terms and conditions provided herein and for a price of £ [xxxx].

IN WITNESS WHEREOF this Contract has been duly executed as of the date set forth above.

Signed for and on behalf of ECMWF

Signed for and on behalf of the Contractor

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

However, you should confirm your agreement to the Terms and Conditions in accordance with para 3.7 of the Request for Proposal

By XXXXXX

by (name): _____

Its Director of XXXXXXXXXXXX

Its: _____

Addresses for contract notices:

For ECMWF

For the Contractor

Director of XXXXXXXX

ECMWF

Shinfield Park

READING

Berkshire

RG2 9AX

United Kingdom

1 INTRODUCTION, DEFINITIONS AND TERM

- 1.1 These Terms and Conditions (“T&C”) apply to the procurement by ECMWF of any tangible products or other equipment, software or firmware, including all ancillary services such as installation and training (“Goods”).
- 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 These T&C shall apply for the period of time between the date of the Contract, shown above, and the date of its termination or expiry.
- 1.4 No variation of these T&C shall be valid unless it is confirmed in writing by authorised signatories of both Parties.

2 PRICE, CURRENCY, AND VAT

- 2.1 Unless otherwise agreed the price(s) payable by ECMWF shall remain fixed for three months from the date of the quotation supplied in response to a Request for Proposal (“the Request”), not be subject to any adjustment on the basis of the Contractor’s cost experience in performing the contract, and must contain all charges, disbursements, ancillary costs and fees e.g. for accompanying licences or in relation to the acquisition of ownership of Goods by ECMWF.
- 2.2 The currency of the Request shall be in pounds sterling. The Contractor’s prices shall be quoted in pounds sterling. The Contractor’s invoices shall be submitted in pounds sterling. Payments by ECMWF to the Contractor shall be made in pounds sterling.
- 2.3 The Contractor shall take all necessary steps to facilitate ECMWF's exemption resulting from its Protocol on Privileges and Immunities from taxes, including VAT, and customs duties which might otherwise be payable in relation to the Goods. It will do so by carrying out the necessary formalities so as to bring about the exemption from taxes and duties which might otherwise be levied on the expenses it will incur, before it submits the invoice to ECMWF; and by complying with all necessary formalities so that ECMWF itself may be exempt from paying such taxes and duties. For these purposes, it shall request the necessary instructions from ECMWF and provide in due time the information which ECMWF requires.
- 2.4 ECMWF will not pay any other taxes or duties relating to the Goods. The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative customs charges or other governmental assessments or charges that are applicable to the performance of this Contract. It is each Party’s responsibility to inform itself of its liabilities in each country where such liabilities may arise.

3 INVOICING AND PAYMENT

Save where different payment terms are specified in the Request, ECMWF shall pay all invoices within 30 days of receipt provided the Contractor has complied with its obligations under the Contract and the invoice is correct, stating the applicable Goods, the price, the Contractor’s VAT number, any Order number and has been issued to Finance Section at ECMWF, Shinfield Park, Reading, RG2 9AX, United Kingdom, and sent thereto or to finance@ecmwf.int. The Contractor shall supply ECMWF with all necessary information as advised by ECMWF regarding the Goods, in good time before delivery to ECMWF, to enable ECMWF to avail itself of its exemption from customs duties and taxes.

4 INSPECTION, ACCEPTANCE AND DELIVERY

- 4.1 Before delivering Goods, the Contractor shall inspect and test them for compliance with the Contract and shall provide ECMWF with such test sheets and certificates as ECMWF may require.

- 4.2 The Contractor shall deliver the Goods on the delivery date to the place specified by ECMWF or, if the Contractor is installing and/or commissioning Goods, the Contractor shall install and/or commission the Goods by or before the installation date. Each delivery of Goods shall be accompanied by appropriate supporting documentation such as user manuals and an advice note which identifies the items e.g. part number and description and identifies any applicable Order number. ECMWF may require the Contractor for any reason to postpone delivery of any Goods and the Contractor shall store and/or delay the delivery of such Goods at its risk and expense for up to a maximum period of two months from the delivery date.
- 4.3 Unless otherwise agreed the Contractor shall deliver during ECMWF's normal working hours, shall notify ECMWF of the date anticipated for delivery especially for bulky items and shall also notify ECMWF in advance of all proposed site visits. The Contractor shall remove packing materials and cases if the Contractor is installing Goods but otherwise ECMWF shall dispose of packing materials and cases as it sees fit. Shipments must be packaged as specified in the Request or, if not so specified, to provide adequate protection for safe carriage.
- 4.4 If the Contractor does not deliver or install the Goods by the agreed delivery or installation date or within a reasonable period thereafter, ECMWF reserves the right to invoke any one or more of the remedies specified in Clause 8.3. The Contractor shall notify ECMWF immediately if it anticipates any delay in meeting any delivery or installation date.
- 4.5 ECMWF reserves the right to inspect or test any supplies that have been delivered. ECMWF's acceptance of Goods will take place in accordance with the procedure specified in the Request. If no such procedure is specified, ECMWF will be deemed to have accepted the Goods without prejudice to any other remedies when and as soon as any of the following events have occurred: (a) ECMWF has taken Goods into use; (b) ECMWF has not exercised the right of rejection within any period specified in the Request or within any reasonable time that has elapsed since delivery, taking into account all circumstances of the Contract.

5 RISK AND TITLE

Risk of loss or of damage in the Goods shall pass to ECMWF upon acceptance at the place of delivery. Unless otherwise agreed, title to the Goods (excluding any software) shall pass to ECMWF fully and irrevocably under the Contract upon receipt by the Contractor of the price or any instalment thereof from ECMWF. Payment by ECMWF shall be deemed to constitute an effective assignment of ownership to ECMWF.

6 MULTIPLE ORDERS

- 6.1 Meeting ECMWF's demands over the Term may require more than one order. The award of an order based upon one Request does in no way limit ECMWF's right to invite other bidders Contract to accept or bid for future orders under the same or a similar Request.
- 6.2 In such cases, the Contractor agrees that ECMWF may order additional Goods at any time during the Term under these T&Cs and at the Price(s) provided in the quotation as a result of ECMWF's Request.
- 6.3 ECMWF has no obligation to place orders under this Contract.

7 WARRANTIES

- 7.1 The Contractor warrants that: a) it is entitled to supply the Goods; b) the Goods shall comply with the Request or, if there is no further specification contained therein, shall meet ECMWF's specified and/or reasonable requirements; c) the Goods shall be free of defects in design, materials and workmanship; d) the Goods shall be new, of satisfactory quality and fit for ECMWF's purpose; e) the Goods shall be supplied in compliance with the latest applicable British or ISO or equivalent standards and regulations

as well as ECMWF's quality assurance requirements; if the Contractor is accredited to an ISO 9001 or comparable standard by an authorised certification body, the Contractor shall comply with such quality system; f) the Goods shall at all times comply with all legislation and relevant regulations applicable to the Contractor including, but not limited to, health and safety, the environment and product liability and the Contractor shall provide all necessary information reasonably requested by ECMWF.

- 7.2 The Contractor shall also provide spare parts for the Goods at a reasonable price within two years after expiration of the warranty period.

8 WARRANTY PERIOD; REMEDIES; TERMINATION FOR CAUSE

- 8.1 The warranty period shall be the longer of (a) any specific warranty period requested in the Request; (b) the manufacturer's warranty period; or (c) two years. The warranty period starts from the date of ECMWF's acceptance of delivery, unless otherwise stipulated in the Request.
- 8.2 Throughout the warranty period the Contractor shall correct, without any cost to ECMWF and within 30 working days of notification, any breach of any express or implied warranty applicable to the Goods.
- 8.3 If the Contractor fails to correct a 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 reject the Goods (in whole or in part) and return any or all of them to the Contractor at the risk and cost of the Contractor on the basis that a full refund for the Goods so returned shall be paid forthwith by the Contractor; (c) to refuse to accept any further deliveries of the Goods (d) to carry out at the Contractor's expense any work necessary to make the Goods comply with the Contract; and e) to claim such damages as may have been sustained in consequence of the Contractor's breach of Contract.
- 8.4 ECMWF may resort to any one or more of the remedies stipulated in Clause 8.3, *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.

9 TERMINATION WITHOUT CAUSE; FORCE MAJEURE

- 9.1 ECMWF reserves the right to terminate any Contract, for any reason at thirty (30) days' notice.
- 9.2 In such case the extent of ECMWF's liability shall be (a) for bespoke Goods only, to pay the portion of the price as the work completed at termination bears to the rest of the work anticipated for the specific order, or (b) for standard equipment to pay the cost of the existing finished goods inventory, but no more than required up to the end of the notice period, except that there shall be no liability for payment in either category for any Goods which are stock items or which are otherwise readily usable or re-saleable.
- 9.3 In the event of a termination of a Contract by ECMWF pursuant to Clause 9.1, ECMWF shall have no liability to the Contractor as a result of such termination beyond the limits of Clause 9.2.

- 9.4 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 be entitled to all intellectual property rights including, but not limited to, patents, copyrights and trademarks with regard to any products, processes, inventions, ideas, know-how, or documents and other material which the Contractor has developed for ECMWF, and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract.
- 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 its obligations under these T&C. In such cases, the Contractor grants ECMWF a free, non-exclusive, irrevocable, worldwide, transferable, sub-licensable and time unlimited license to use all pre-existing and integrated technology contained in the Goods, including for their repair, modification, and replacement by or on behalf of ECMWF within the scope of ECMWF’s activities.

11 INDEMNITY

The Contractor shall keep ECMWF indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by ECMWF or any of its Member States as a result or in connection with any claim, including but not limited to claims for actual or alleged infringement of a third party’s intellectual property rights, brought against ECMWF arising out of, or in connection with ECMWF’s receipt or use of the Goods to the extent that the claim is attributable to the acts or omissions of the Contractor, its employees, agents, or subcontractors. This Clause 11 shall survive termination of the Contract.

12 PUBLICITY & CONFIDENTIALITY

- 12.1 The Contractor may not use ECMWF’s name for advertisement, reference or publicity purposes without ECMWF’s prior written consent.
- 12.2 If either party learns of confidential or proprietary information of the other party, it may not disclose such information without prior written consent of the other party. This obligation will survive the expiry or termination of the Contract for a period of five (5) years or until such earlier time as the confidential information concerned reaches the public domain other than through the receiving party’s own default.

13 INSURANCE

The Contractor shall carry public liability and product liability insurance (or equivalent cover or contingency arrangements) for at least 2 million pounds sterling (£2,000,000) for all liabilities that may arise out of the Contractor’s performance or non-performance of its obligations under the Contract. Upon request, the Contractor shall provide evidence of such insurances or such other cover or contingency arrangements as the Contractor maintains, to the satisfaction of ECMWF.

14 PERSONAL DATA

- 14.1 Where the processing of personal data by the Contractor is required under the Contract, the Contractor shall process personal data in accordance with the General Data Protection Regulation 2016/679/EU (“GDPR”), as amended, and any other data protection law applicable to the Contractor (“Data Protection Law”) during the term of this Contract. If the Contractor processes personal data outside the European Economic Area (“EEA”), or allows such personal data to be accessed from outside the EEA, it shall do so in a manner which satisfies applicable Data Protection Law for the implementation of adequate safeguards for transfers of personal data to third countries not subject to an adequacy decision of the European Commission (e.g. under an agreement between the Contractor and the third-country recipient organisation using European Commission approved Model Contract Clauses or, in the case of the United States of America, covered by the Commission approved “Privacy Shield” or any subsequent similar arrangement).
- 14.2 The Contractor shall implement appropriate technical and organisational measures to ensure the security of personal data processed pursuant to this Contract. Upon termination or expiry of this Contract or upon ECMWF’s request, the Contractor shall either delete or return to ECMWF all personal data processed under this Contract, unless Data Protection Law requires otherwise.
- 14.3 If so required under applicable Data Protection Law, the Contractor shall designate a Data Protection Officer (“DPO”) and supply appropriate contact details of its DPO to ECMWF and the data subjects. ECMWF may publish that information through its websites for use by the data subjects, whose personal data is processed by the Contractor. The Contractor shall promptly report to ECMWF any change to the identity of the Contractor’s DPO.
- 14.4 The Contractor shall, without delay, pass on to the DPO of ECMWF any requests or complaints made by data subjects relating to the processing of their personal data in the exercise of their rights under applicable Data Protection Law. The Contractor shall provide, free of charge, all support necessary for ECMWF to respond to and/ or fulfil all such requests and complaints.
- 14.5 The Contractor shall notify ECMWF of any security incidents, events or weaknesses (e.g. data breaches or suspected data breaches) impacting or capable of impacting the security of personal data processed under the Contract.
- 14.6 The Contractor shall process, or permit to be processed, personal data only for the purposes of performing its obligations under the Contract and shall ensure that personnel of the Contractor is subject to an obligation of confidentiality in respect of the processing of personal data under the Contract.
- 14.7 ECMWF, an ‘international organization’ under Chapter V of the GDPR, shall comply with its own policies and procedures in respect of the protection of personally identifiable information, notably the Policy for Personally Identifiable Information Protection, as amended. ECMWF’s DPO can be reached as follows: pii-protection-officer@ecmwf.int or ECMWF PII Protection Officer; ECMWF, Shinfield Park, Reading, RG2 9AX, United Kingdom.

15 RECOVERY

ECMWF reserves a right to recover from the Contractor any amounts that have been paid to the Contractor but which are not due. When ECMWF identifies such amounts and notifies the Contractor of its intention to recover such amounts, they shall be treated by both parties as debts and shall be payable by the Contractor immediately. If applicable, ECMWF may choose to set off such amounts in full against any outstanding claim the Contractor may have against ECMWF.

16 GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1 The parties shall attempt to settle any dispute between them in an amicable manner. If the dispute cannot be so settled, it shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said rules; sitting in London, England. The proceedings shall be in the English language. In accordance with Sections 45 and 69 of the Arbitration Act 1996, the right of appeal by either party to the English courts on a question of law arising in the course of any arbitral proceedings or out of an award made in any arbitral proceedings is hereby agreed to be excluded.
- 16.2 Nothing in the Contract is meant to be construed as a waiver of any of the privileges and immunities conferred upon ECMWF by virtue of its Convention and Protocol.
- 16.3 Recourse to regular courts of law, also in cases of injunctive relief, is excluded.
- 16.4 It is the intention of the Parties that the Contract 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 the Contract; or
 - A provision of the Contract is ambiguous or unclear.
- 16.5 The United Nations Conventions on Contracts for the International Sale of Goods shall not apply.

17 MISCELLANEOUS

- 17.1 The Contractor may not sub-contract or assign any of its obligations under the Contract except with ECMWF's express written permission and upon the basis of specific terms, provided by ECMWF, to apply as between the Contractor and its sub-contractor or assignee.
- 17.2 No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.
- 17.3 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.
- 17.4 All documents to be furnished or communications to be given or made under this Contract shall be in the English language or, if in another language, shall be accompanied by a translation into English certified by the Contractor, which translation shall be the governing version between the Contractor and ECMWF.
- 17.5 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.