

REQUEST FOR PROPOSAL

ECMWF/RFP/2016/249

for

**THE PROVISION OF A *WEB APPLICATION TO MANAGE
PRODUCT REQUIREMENTS* AT ECMWF, SHINFIELD PARK,
READING, UK**

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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 quotes from suppliers for provision of a web application to manage product requirements services at ECMWF's premises in 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 <http://www.ecmwf.int/en/about>

ECMWF has two sites in Reading, UK.

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. 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 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 Cristian Codorean at ECMWF and must be made in writing by post, fax or e-mail as follows:

Contact name: Cristian Codorean

Address: ECMWF
Shinfield Park
READING
RG2 9AX

Fax No: 01189 869450

E-mail: cristian.codorean@ecmwf.int

Where ECMWF supplies further information it will make this information available to all recipients of this RFP who have indicated their intention to submit a response and provided ECMWF with an e-mail address for communication of additional information. Clarifications will also be published on ECMWF's website.

1.5 **Timetable for procurement**

ECMWF envisages the following timetable for this RFP:

- Deadline for receipt of clarification requests from potential tenderers (questions received after this date will not generally be answered): 31 October 2016 at midnight
- **Closing date/time** for submission of responses: 7 November 2016 at midnight (24:00) local UK time
- Presentations by selected tenderers in week commencing 21 November 2016
- Evaluation of proposals by ECMWF from mid November to mid December (including clarification of tenderer responses if required)
- Negotiations with tenderers: mid November to mid December
- Award of contract: mid December 2016
- Start of work: mid December 2016

1.6 **Submission of responses**

You are requested to confirm whether or not you will be submitting a response and must provide a contact point and contact details to which all further information will be sent.

The respondent must submit their response to **RFP249@ecmwf.int** as an email with its complete response to this RFP including Annexes 1 and 2 as attachments. 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/2016/249 A web application to manage product requirements

You must NOT send or copy your response to the contact email address in 1.4 above. 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**

High level evaluation criterion	Weight
Technical solution proposed	40
Previous relevant experience	25
Quality of resources	20
Price	15

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, at the beginning of the proposal, before setting out the answers to the questions, include a brief executive summary of the response to the RFP.

3.2 Response format

Please describe how you would plan and manage the project, how you would interact with ECMWF during the project and the resources you would plan to use (see also 3.5 below). You should also answer specific requests for response in the paragraphs and Annexes below.

3.3 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 and e-mail address.

3.4 Company 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.

3.5 Staff resources

- (a) Please give details of your staff numbers, skills and locations relevant to the services requested and describe the grades and skills of the staff you plan to use on the project. (This can be a generic description and need not include CVs.)
- (b) Please set out any key skill or employee dependencies and the availability of replacement skills in those areas.

3.6 Customers and references

Please describe in brief terms your company's history and your recent provision of similar web application services. Please supply a list of three customers to whom similar services to those requested in this RFP are provided giving details of the annual revenue from the relevant contract and the types of services being provided.

These should be customers where you have been providing services in the last three years.

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

3.7 **Commercial arrangements**

- (a) Please provide prices in the format of the table in Annex 2. Prices shall be firm and fixed and quoted in pounds sterling (£), net of UK taxes and VAT. The quote shall remain valid until end January 2017.
- (b) Please specify how you would calculate extension charges to provide further modules for ECMWF's Product Delivery System were the contract to be extended at the end of the contract term. This could be in the form of day rates for personnel etc.

3.8 **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.

3.9 **Responses to questions in the Specification of Requirements**

Please respond to each of the questions in Annex 1. You should repeat the question in your response and then include your answer.

3.10 **Terms and Conditions**

The terms and conditions for this contract are at Annex 3. Note that the project and contract may be terminated after any set of deliverables described in Annex 1 Section 4 should ECMWF not accept the deliverables provided by the successful bidder. Prior to any termination ECMWF will allow 30 days for the successful bidder to revise the deliverables to ECMWF's satisfaction.

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 <http://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 3. The proposal which you submit, clarified if necessary, will be part of the contract.

3.11 **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

This work is part of ECMWF's efforts to provide a significant improvement to its Product Delivery System, a service provided by ECMWF that allows its external users to request, customize, and be delivered various weather forecast products (see Glossary of terms).

ECMWF's Product Delivery System is an in-house developed system, and is composed of several components:

- Set of Web Catalogues¹ listing weather forecast products available
- Web Pricing System allowing users to price² their weather forecast product requests (traditionally called `product requirements` at ECMWF)
- Web Requirements Management System used to manage product requirements operationally
- Product Generation System producing custom weather forecast products based on the output of weather forecast models, and on product requirement specifications provided by the Web Requirements Management System. The Product Generation System runs several times a day following a precise schedule.
- Delivery System transmitting generated weather forecast products to remote users' machines using standard transfer protocols such as FTP or SFTP

One should note that while some of the components in ECMWF's Product Delivery System are well interconnected (i.e. Web Requirements Management System, Product Generation System, Delivery System), some other components are standalone (i.e. Web Catalogues, Web Pricing System), and would benefit greatly from being integrated with the rest.

This Request for Proposal is for the development of an enhanced and modern web application as a replacement for the current web application in the Web Requirements Management System. The successful bidder must ensure that the Web Requirements Management System integrates with the Product Generation System and Delivery System, as it is currently the case, and must ensure that integration with further components (e.g. Web Catalogues, Web Pricing System) is possible, in order to accommodate future developments.

2. CURRENT WEB APPLICATION SPECIFICATIONS

The following section presents the specifications of the web application currently used to manage product requirements as part of the Web Requirements Management System at ECMWF.

2.1 Technology stack

The web application is built on the following legacy technology stack:

- PERL / CGI, plus some various KSH setup scripts, on the backend
- HTML / vanilla JavaScript on the frontend
- Apache HTTP Server with FastCGI for web server
- SUSE Linux Enterprise Server 11 for host

¹ An example of a catalogue can be seen at: <http://www.ecmwf.int/en/forecasts/datasets/set-i>

² Some tariff examples are available at: <http://www.ecmwf.int/en/forecasts/accessing-forecasts/payment-rules-and-options/tariffs-examples>

- Perform for code versioning

2.2 Supported functionality

The web application provides the following features:

- Viewing and editing of product requirements
- On-demand validation of product requirements consisting of:
 - Syntactic validation
 - Semantic validation
 - Validation on the estimated volume of data generated by a set of product requirements
- Making a set of product requirements operational

One should note that creating or completely deleting a set of product requirements is not currently supported at web application level!

2.3 Usage patterns

The web application serves ~200 users currently based remotely in ECMWF's member states. A maximum of 10 concurrent users are expected to access the web application at one time. Users are authenticated and authorized on access to the web application.

2.4 Performance expectations

The response time for all available operations in the web application is normally under 2 seconds. However, on-demand validation of product requirements can have a longer response time (up to a maximum of 10 seconds) in some specific cases.

2.5 Availability

The availability of the web application is currently at 99% availability.

2.6 User interface

The web application is composed of two main web pages, in line with the functionality provided:

- One web page to view product requirements
- One web page to edit product requirements

The user interface of the web page used to view product requirements can be seen in Figure 1 below (note that this user interface will be revised as part of this project):

Stream EG (Test stream)

Please take note

Message just for EC

Stream	Domain	Version	No. of products	Volume
OPER	G	0001	10	361.88 KB
ENFO	G	0001	2	8.4 KB
SCDA	G	0001	0	0 B
Total:			12	370.27 KB

[Edit](#)

[Details](#)

```

*
* ECMWF on the GTS;
*
*
* Enfo;
*
DIS, TARGET=ECM: EG,
  STREAM=EF, TYPE=TF, TIME=00/12, FORM=BUFR,
  LEVTYP=SFC, LEVE=OFF, STEP=240,
  AREA=90.0/ 0.0/ -90.0/ 359.9, CATN=256,
  OPTI=WMOE/GTS/TCPIP
*
* Oper;
*
DIS, STREAM=OPER, TYPE=TF, TIME=00/12, FORM=BUFR,
  LEVTYP=SFC, LEVE=OFF,
  AREA=90.0/ 0.0/ -90.0/ 359.9, CATN=256,
  OPTI=WMOE/GTS/TCPIP
*
DIS, OPTI=DELA, FORM=GRIB,

  PADDING=NONE,
  FORMAT=GRIB,
  GAUSSIAN=REDUCED,
  TYPE=AN,
  LEVT=SFC,
  LEVE=OFF,
  GRID=400,
  TIME=00/12,
  STEP=00,
  PARA=2T/MSL/Z/LSM,
* BITMAP=FULL MODEL AREA,
  AREA=75.000/-25.000/35.000/40.000
*
*****

```

Figure 1 Viewing product requirements for a single user

One should note that product requirements are defined using a custom language developed at ECMWF called the MARS language³, a pseudo-meteorological language that uses comma separated 'name=value' pairs to describe meteorological data.

³ Documentation on the MARS language available at:

<https://software.ecmwf.int/wiki/display/UDOC/MARS+command+and+request+syntax>

The following construct, from the web page view above, is called a product request, which is a collection of product requirements:

```
DIS, TARGET=ECM:EG,  
  STREAM=EF, TYPE=TF, TIME=00/12, FORM=BUFR,  
  LEVTYP=SFC, LEVE=OFF, STEP=240,  
  AREA=90.0/ 0.0/ -90.0/ 359.9, CATN=256,  
  OPTI=WMOE/GTS/TCPIP
```

Figure 2 Example product request

The following construct is another product request definition:

```
DIS, STREAM=OPER, TYPE=TF, TIME=00/12, FORM=BUFR,  
  LEVTYP=SFC, LEVE=OFF,  
  AREA=90.0/ 0.0/ -90.0/ 359.9, CATN=256,  
  OPTI=WMOE/GTS/TCPIP
```

Figure 3 Example product request

From the web page used to view product requirements, one can navigate to the web page used to edit product requirements by clicking on the web link named 'Edit'. A web link named 'Details' is also available in the user interface for viewing product requirements, and used to display, on click, a human readable view of the current product requirements, but that feature is currently broken.

The user interface of the web page used to edit product requirements can be seen in Figure 4 below:

Stream EG (Test stream)

Please take note

Message just for EC

Stream	Domain	Version	No. of products	Volume
OPER	G	0001	10	361.88 KB
ENFO	G	0001	2	8.4 KB
SCDA	G	0001	0	0 B
Total:			12	370.27 KB

```
*
* ECMWF on the GTS;
*
*
* Enfo;
*
DIS, TARGET=ECM: EG,
  STREAM=EF, TYPE=TF, TIME=00/12, FORM=BUFR,
  LEVTYP=SFC, LEVE=OFF, STEP=240,
  AREA=90.0/ 0.0/ -90.0/ 359.9, CATN=256,
  OPTI=WM0E/GTS/TCPIP
*
* Oper;
*
DIS, STREAM=OPER, TYPE=TF, TIME=00/12, FORM=BUFR,
  LEVTYP=SFC, LEVE=OFF,
  AREA=90.0/ 0.0/ -90.0/ 359.9, CATN=256,
  OPTI=WM0E/GTS/TCPIP
*
DIS, OPTI=DELA, FORM=GRIB,
  PADDING=NONE,
  FORMAT=GRIB,
  GAUSSIAN=REDUCED,
  TYPE=AN,
  LEVT=SFC,
  LEVE=OFF,
  GRID=400,
  TIME=00/12,
  STEP=00,
  PARA=2T/MSL/Z/LSM,
  .....
```

Validate

Make operational

Figure 4 Editing product requirements for a single user

Editing product requirements is done in the text area provided, as seen in Figure 4 above, and is equivalent to editing text in a text editor. Validation of the user input can be done on demand by clicking on the 'Validate' button at the bottom of the screen. The validation ensures that product requirements are syntactically and semantically correct, which in turn ensures that the Product Generation System will be able to generate the corresponding products correctly. Putting a set of requirements in production can be done by clicking on the 'Make operational' button at the bottom of the screen. Clicking 'Make operational' automatically triggers validation of the set of requirements currently being edited.

Note that user changes, on edit, are only saved on a successful 'Make operational' operation. A successful 'Validate' operation does not result in the user's changes being saved!

3. NEW WEB APPLICATION SPECIFICATIONS

The following section presents the expected specifications of a new enhanced and modern web application to replace the current web application for managing product requirements as part of the Web Requirements Management System at ECMWF.

3.1 Technology stack

The new web application is expected to fit in with the following technology stack currently used for web application development at ECMWF:

- Python / Django on the backend
- HTML / JavaScript / JQuery on the frontend
- Apache HTTP Server with FastCGI for web server, plus Varnish for caching
- SUSE Linux Enterprise Server 11 for host
- Git for code versioning
- PostgreSQL to store product requirements

3.2 Supported functionality

The new web application for product requirement management is expected to support the following features, compared to the current web application:

- Viewing of product requirements ‘as now’, but with the following improvements:
 - Syntax colouring
- Restoring currently broken functionality to visualise product requirements in human readable format
- Editing of product requirements ‘as now’, but with the following improvements:
 - Stricter syntax and formatting including, but not limited to:
 - Allowing one single ‘name=value’ pair per line
 - Disallowing the use of aliases for ‘name’ in ‘name=value’ pairs
 - Syntax colouring
 - Auto-completion of user input
- On-the-fly (while editing) validation, as well as on-demand validation, of product requirements
- Making a set of product requirements operational ‘as now’
- Saving of user changes at any point (whether valid or not), when editing, instead of just on a successful ‘Make operational’. Users should be able to clearly differentiate between operational and non-operational product requirements.

The successful bidder will need to implement and deliver all of the aforementioned functionality as part of the contract resulting from this Request for Proposal.

The implementation of the requested features should make use of already existing services at ECMWF for:

- Translating product requirements into human readable format
- Validation of product requirements
- Making a set of product requirements operational

3.3 Usage patterns

The new web application is expected to handle an increase in the user base to ~500 users. The new web application is expected to handle a maximum of 30 concurrent users accessing the system at one time. Same, if not slightly modified, user authentication and authorization rules will apply. The successful bidder must interface with the user authentication and authorization service provided by ECMWF.

3.4 Performance expectations

The response time tolerance for all available operations in the new web application is expected to be under 2 seconds.

3.5 Availability

The availability of the new web application is expected to stay at 99% availability.

3.6 User interface

The user interface for the new web application will be proposed by the successful bidder following the Requirements study in line with the functionality required and must be accepted by ECMWF before implementation. The 'look and feel' of the new web application should match the current 'look and feel' of web applications at ECMWF.

4. DELIVERABLES

The following deliverables are foreseen:

4.1 Requirements study

As part of this deliverable, the successful bidder is required to:

- conduct requirements analysis with key stakeholders (three internal power users, two developers)
- produce a requirements specification in the form of user stories/use cases, to define structure and functionality of the proposed solution

The proposed solution must be agreed by ECMWF before further work is carried out.

4.2 Technical specifications

As part of this deliverable, the successful bidder is required to:

- develop technical specifications
- create visual design briefs to demonstrate functionality defined in the technical specifications

The specification must be agreed by ECMWF before further work is carried out.

4.3 Implementation and delivery

As part of this deliverable, the successful bidder is required to:

- produce a prototype to demonstrate structure and functionality (proof of concept)
- produce the components of the pre-operational phase
- conduct component, unit, system, integration and regression testing
- deliver the system and perform acceptance tests at ECMWF (witnessed by ECMWF staff)
- deliver all required documentation, including user documentation
- carry out on-site training of ECMWF personnel as required consisting of:
 - developer training for software handover
 - high-level software showcasing

5. PROJECT DELIVERY METHODOLOGY

ECMWF expects the successful bidder to implement an iterative / continuous improvement development approach to ensure the successful delivery of this project.

Bidders must propose the methodology they would like to apply for software development based on their knowledge and experience with software projects of a similar nature. Examples of how the proposed approach was applied in previous projects must be provided. The development methodology proposed must ensure that the final delivery is fit for purpose and remains within project cost and schedule.

6. IMPLEMENTATION PLAN AND MILESTONES

The table below shows the project milestones. Please complete the table with your proposed dates in the format of a week number from contract award date in week 0.

Milestone	Week number
Contract award	0
Requirements collected	
Final Requirements Specification created	
Final Technical Specification created	
Final visual briefs created	
Initial prototype developed	
Final prototype available	
Client review addressed	
Site launched	
Client training conducted	

The successful bidder will be required to provide a more detailed implementation plan with milestones to be agreed with ECMWF.

7. RISKS

Please provide an assessment of the most critical risks to the success of this project and your planned mitigation strategies.

8. GLOSSARY OF TERMS

Weather forecast products	Data produced by weather forecast models, encoded using binary file formats commonly used in meteorology and customized for different user needs.
Product requirements	Terminology used at ECMWF to define requests for Weather forecast products. Such requests are expressed in the so-called MARS language, developed at ECMWF to define the characteristics of the products: parameters (e.g. temperature, wind, rain), spatial coverage, temporal coverage, etc.

ANNEX 2 PRICING INFORMATION

Please provide a table of your initial breakdown of tasks and assumed priorities of work based on your understanding of the complexity of the system and your estimates of the work to be completed. If choosing to deliver the work using an agile approach, then please provide your initial breakdown of tasks within individual sprints. The table should include (as a minimum) a description of the task, the resources required for each task and a price.

Please provide a price for the training described in paragraph 4.3 above.

Please provide a price for any other services not included in the table above.

You should also provide an indication of the type and level of resources that will be used to provide each of the three deliverables in Annex 1 Section 4.

ANNEX 3 ECMWF'S STANDARD TERMS AND CONDITIONS OF CONTRACT

CONTRACT FOR PROCUREMENT

ECMWF/RFP/2016/249

for

***THE PROVISION OF A WEB APPLICATION TO MANAGE
PRODUCT REQUIREMENTS AT ECMWF, SHINFIELD PARK,
READING, UK***

The Contract consists of

ANNEX 1: ECMWF's Standard Terms and Conditions of Contract

ANNEX 2: the Contractor's Proposal and

ANNEX 3: ECMWF/RFP/249 for A web application to manage product requirements.

[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 Procurement - Goods for Copernicus
- 2) ANNEX 3: ECMWF/RFP/249 for A web application to manage product requirements.
- 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 and/or services 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

By [xxxxxx]

by (name): _____

Its Director of [xxxxxxxx]

Its: _____

Addresses for contract notices:

For ECMWF

For the Contractor

Director of [xxxxxxxx]

ECMWF

Shinfield Park

READING

Berkshire

RG2 9AX

United Kingdom

**ECMWF's Standard terms and conditions of contract
(ECMWF terms of purchase of Goods and Services-Feb 2011)**

1. DEFINITIONS

For the purpose of any Order to which these terms and conditions apply, the following words and expressions shall mean:

“Acceptance Date”: the date by which the Deliverables are to be available to undergo Acceptance Testing as specified on the front of the Order or if not specified within a reasonable period following the supply of Deliverables;

“Acceptance Testing”: the procedure which ECMWF will use to satisfy itself by means of inspection, acceptance testing or otherwise that Deliverables have been supplied in compliance with the Order;

“Delivery”: the delivery of Goods (to be unloaded by the Seller or its agents) and provision of Services to or at ECMWF's premises;

“Delivery Date”: the date(s) by which Deliverables shall be delivered as specified on the front of the Order;

“Deliverables”: any Goods and/or Services to be supplied by the Seller to ECMWF as specified on the front of the Order;

“Goods”: any tangible product or other equipment, software or firmware;

“Installation Date”: the date (if applicable) by which Deliverables shall be installed or if the Deliverables are being commissioned the date by which they shall be commissioned and available for use by the Seller as specified on the front of the Order;

“Order”: this order for the supply of Deliverables which expressly incorporates these terms and conditions;

“Price”: the total price payable by ECMWF for the Deliverables as specified on the front of the Order with the net price for the Deliverables, charges for delivery, packaging, Services, VAT other sales taxes and any other items separately itemised;

“Services”: any service whether or not ancillary to the supply of Goods (such as installation or training);

“Specification”: any specification of the Deliverables which sets out their composition and/or functionality and/or standard of performance as referred to on the front of the Order; and

“Seller”: the person who accepts this Order.

2. ORDERING PROCEDURE

Each Order will be sent in duplicate if ECMWF wants formal confirmation of acceptance by the Seller who will return the second copy duly signed by it. Otherwise an Order is accepted by the Seller when the Seller accepts the Order in writing or delivers the Deliverables requested in the Order.

3. PRICE

Unless otherwise agreed the Price shall remain fixed for the duration of the Order. No variation in the Price nor extra charges shall be accepted by ECMWF.

4. INVOICING AND PAYMENT

Save where different payment terms are specified on the front of the Order ECMWF shall pay all invoices within 30 days of receipt of invoice provided the Seller has complied with its obligations under the Order and the invoice is correct stating the applicable Deliverables, Price, any Order number and shall be sent to Accounts at ECMWF. The Seller shall supply ECMWF with all necessary information as advised by ECMWF regarding the Deliverables, in good time before Delivery into the UK, to enable ECMWF to avail itself of its exemption from customs duties and taxes.

5. DELIVERY

5.1 The Seller shall deliver the Deliverables on the Delivery Date to ECMWF's premises or if the Seller is installing and/or commissioning the Deliverables the Seller shall install and/or commission the Deliverables by or before the Installation Date. Each delivery of the Deliverables shall be

accompanied by relevant supporting documentation such as user manuals, method statements, risk assessments and an advice note which identifies the items eg part number and description and identifies any applicable Order number. ECMWF may request the Seller for any reason to postpone delivery of any Deliverables and the Seller shall store and/or delay the delivery of such Deliverables at its risk and expense for up to a maximum period of two months from the Delivery Date.

5.2 Unless otherwise agreed the Seller will deliver during ECMWF's normal working hours, will notify ECMWF of the date anticipated for Delivery especially for bulky items and will also notify ECMWF in advance of all proposed site visits. The Seller shall remove packing materials and cases if the Seller is installing the Deliverables but otherwise ECMWF shall dispose of packing materials and cases as it sees fit. Shipments must be packaged as specified in the Specification or, if not so specified, provide adequate protection for safe carriage.

5.3 If the Seller does not deliver or install the Deliverables by the Delivery or Installation Date or within a reasonable period thereafter ECMWF reserves the right to cancel the Order without any liability to the Seller. The Seller shall notify ECMWF immediately if it anticipates any delay in meeting any Delivery Date, Installation Date or Acceptance Date.

6. INSPECTION AND ACCEPTANCE

Before delivering the Deliverables, the Seller shall inspect and test them for compliance with the Order and shall provide ECMWF with such test sheets and certificates as ECMWF may require. ECMWF or its representative shall be entitled to inspect or test the Deliverables at any time. ECMWF shall be entitled to reject any Deliverables which during Acceptance Testing do not conform to the terms of the Order.

7. RISK AND TITLE

Risk in the Goods shall pass to ECMWF upon Delivery. Unless otherwise agreed title to the Goods (excluding any software) shall pass to ECMWF upon receipt by the Seller of the Price or any instalment thereof from ECMWF.

8. WARRANTIES

8.1 The Seller warrants that: a) it is entitled to supply the Deliverables and to accept the Order; b) the Deliverables shall comply with the Specification or if there is no specification 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 Deliverables shall be supplied in compliance with the latest applicable British or ISO standards and regulations and ECMWF's quality assurance requirements; if the Seller is accredited to an ISO 9001 or comparable standard by an authorised certification body, the Seller shall comply with such quality system; f) it shall use reasonable skill, care and diligence in carrying out the Services; g) the Goods shall conform strictly to any description specified in the Order and with any sample provided by the Seller; and h) it shall at all times comply with all legislation and regulations relevant to the Deliverables including, but not limited to, health and safety, the environment and product liability and will provide all necessary information reasonably requested by ECMWF relating to its working practices.

8.2 If the Deliverables are not supplied or performed in accordance with, or the Seller fails to comply with, any of the terms of the Order ECMWF shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Deliverables have been accepted by ECMWF: a) to rescind the Order; b) to reject the Deliverables (in whole or in part) and return any or all of them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Deliverables so returned shall be paid forthwith by the Seller; c) at ECMWF's option to give the Seller the opportunity at the Seller's expense either to remedy or re-do any defective Deliverables or to supply replacement Deliverables and carry out any other necessary work to ensure that the terms of the Order are fulfilled; d) to refuse to accept any further deliveries of the Deliverables and to source alternatives without any liability to the Seller; e) to carry out at the Seller's expense any work necessary to make the Deliverables comply with the Order; and f) to claim such damages as may have been sustained in consequence of the Seller's breach of contract.

9. SPARE PARTS AND SUPPORT

Unless otherwise agreed the Seller shall provide spare parts for the Goods at a reasonable price for a period of 5 years from the date of last delivery of such Goods under the Order. If requested by ECMWF, the Seller shall provide maintenance support for the Goods on terms and conditions to be agreed between the parties at the relevant time. If the Seller intends to cease manufacturing the Goods the Seller shall give ECMWF at least 6 months' notice of such intention and the opportunity for a last-time buy.

10. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

The Seller shall indemnify ECMWF against all loss which ECMWF or any of ECMWF's Member States or Co-operating States or users may incur or for which ECMWF may be liable by reason of the use or distribution by ECMWF of the Deliverables which infringes the intellectual property rights of any third party.

11. CONFIDENTIALITY & PUBLICITY

- 11.1 The Seller may not use ECMWF's name for advertisement, reference or publicity purposes without ECMWF's prior written consent. The parties recognise that they may each receive confidential or proprietary information of the other party. All such information which is either marked "confidential" or with words of similar effect or stated at the time of disclosure and subsequently confirmed in writing to be confidential together with documentation constitute "Confidential Information".
- 11.2 Each party agrees not to divulge Confidential Information received from the other to any of its employees or advisers who do not need to know it, and to prevent its disclosure to or access by any third party without the prior written consent of the other party. Each party agrees not to use Confidential Information except for the purposes of the Order. This obligation will survive the expiry or termination of the Order 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. INSURANCE

The Seller will carry public liability and product liability insurance for at least £5 million and/or such other insurance cover and limits as ECMWF may from time to time require with insurers acceptable to ECMWF for all liabilities that may arise out of the Seller's performance or non performance of its obligations under the Order. The Seller will upon request produce certification from its insurance broker of satisfactory policies of insurance.

13. TERMINATION

- 13.1 ECMWF reserves the right to terminate the whole or part of the Order at any time upon ECMWF's written notification to the Seller: a) for any reason at ECMWF's convenience and in such case the extent of ECMWF's liability shall be for bespoke Deliverables only, to pay the portion of the Price as the work completed bears to the rest of the work anticipated for the whole Order, or for standard equipment to pay the cost of the existing finished goods inventory, but no more than required to fulfil the next delivery schedule within the thirty (30) days following the date of termination, plus the existing work-in-progress inventories required to fulfil an additional thirty (30) days of deliveries, except that there shall be no liability for inventories in either category which is a stock item or which is otherwise readily usable or re-saleable; b) if the Seller is in material or continuing breach of any of its obligations under the Order and fails to remedy the breach for a period of thirty (30) days after written notice by ECMWF requesting remedy or forthwith if the breach is not capable of remedy, 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 Seller 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 within the meaning of Section 123 of the Insolvency Act 1986, or equivalent circumstances occur in any other jurisdiction; or is acquired by or merged with any third party.
- 13.2 Termination will not affect any accrued rights or liabilities of either party as at the date of termination.
- 13.3 If ECMWF terminates pursuant to Clause 13.1(b), ECMWF shall have no liability to the Seller as a result of such termination. Upon termination of the Agreement for whatever reason, ECMWF may notify the Seller or its representatives of its wish to acquire all right, title and interest in any materials acquired by the Seller for the performance of the Order, work-in-progress, and/or finished Deliverables. Such items shall pass immediately to ECMWF upon making payment therefor.

14. RIGHTS IN DEVELOPMENT

This Clause 14 shall apply if any parts of the Deliverables are to be designed or developed by the Seller at ECMWF's request and expense whether separately itemised or included in the Price. The Seller hereby assigns, to ECMWF, all right and title to any and all new intellectual property rights arising from the development including copyright, know-how, trade secrets, database rights, results and data, trademarks and in the case of bespoke software both the object and source code versions (and all supporting documentation) which it may make or assist in making in the course of such development. The Seller shall do all acts and execute all documents necessary to legally vest in ECMWF ownership in such intellectual property rights.

15. ASSIGNMENT AND SUB-CONTRACTING

The Seller shall not assign the Order (or any benefits or obligations herein) without ECMWF's prior written consent. If the Seller engages sub-contractors the Seller shall supervise them and ensure that the provisions of the Order are reflected in its contractual arrangements with such sub-contractors.

16. FORCE MAJEURE

Neither party will 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 continues for at least 90 days, either party will be entitled to terminate the Order by notice in writing to the other party.

17. WAIVER

No forbearance or delay by either party in enforcing its rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

18. NON-DEROGATION OF RIGHTS

The terms and conditions herein do not derogate any of ECMWF's statutory and common law rights and are in addition to those rights and not in substitution for them.

19. ENTIRE AGREEMENT AND VARIATIONS

These terms and conditions together with all documents attached or referred to herein constitute the entire agreement between the parties relating to the purchase of the Deliverables. Any variation will not be valid unless it is confirmed in writing by authorised signatories of both parties.

20. NO THIRD PARTY BENEFICIARIES

A person who is not a party to the Order shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

21. GOVERNING LAW AND DISPUTE RESOLUTION

The Order is governed by and shall be construed in accordance with English law. In the event of any dispute between the parties in connection with an Order, the parties shall attempt to settle such dispute amicably by negotiation. If any dispute cannot be so settled, it shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said rules. The arbitrators shall sit in England. In accordance with Sections 45 and 69 of the Arbitration Act 1996, the right of appeal by either Party to the High Court 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.