

Summer Of Weather Code - The Agreement

ARTICLE 1 – THE AGREEMENT

The ECMWF Summer of Weather Code Programme (“ESOWC or “the Programme”) is organized by the European Centre for Medium Range Weather Forecast (ECMWF), an international inter-governmental organization seated at Shinfield Road, Reading, RG2 9AX in the United Kingdom and regulated by these terms (“the Agreement”).

ARTICLE 2 – OBJECTIVES OF THE PROGRAMME

1. The aim of the ESOWC is to develop innovative weather related software and technologies that address the challenges of handling large amount of data and transform it into information. For that purpose, ECMWF will publicly announce a number of challenges. The challenges can be responded to by qualified candidates, typically on the basis of written reports describing an open-software-based solution to the challenge (“Proposals”).
2. From among all accepted Proposals, ECMWF has the right, but no obligation, to select five or less Proposals. If a Proposal is selected, its author will create the software or technology described in the proposal. Upon acceptance of the complete software or technology, along with the necessary documentations (jointly referred to as “Deliverables”) by ECMWF, ECMWF agrees to pay a one-off payment of 5,000 GBP (“Grant”) for each of the five Deliverables.

ARTICLE 3 – PARTICIPATION

1. Participation in the Programme is free of charge. The Programme is open to natural persons, either applying alone or jointly with others, filling in the required information and agreeing to these terms. Each person must (i) at the time of application be 18 years old or have the age required by applicable law in their country of residence to validly enter this Programme, whichever is higher, (ii) and hold a bank account in their country of tax residence, (iii) have access to all necessary hardware and software to submit a proposal and (iv) have sufficient software development experience (“Participants”). Participants can apply for more than one challenge, but register only once. Participants proposing to work jointly with others must designate a representative, who will register on behalf of the team and provide name, surname and email address of each team member. Grants are payable per Deliverable, irrespective of the number of Participants behind it.
2. All Participants will be asked to register at <http://esowc.ecmwf.int/> (“the Programme Website”) prior to submitting their Proposals. All Participants must accept these terms. There is no right to participate.

ARTICLE 4 - PROJECT PHASES

ESOWC is divided into four general phases:

1. Phase: Registration Phase

Date: Between 30th January 2018 (12:00 UTC) and 30th March 2018 (23:59 UTC).

Object: Every person wishing to participate can register online at the Programme Website.

Proposals received before 22 January or after 30 March 2018 will not be considered, answered or returned. All Participants must provide the following information: name and surname, a valid email account, country of residence, phone number, age, profile (e.g. expert in a weather-related field / designer / developer / data scientist / data visualisation expert / student), if student (university name, degree name and graduation year), if professional: company and job title, CV, challenge chosen, background/motivation, solution to the challenge and milestones.

Each Participant warrants that the information entered during her/his application to ESOWC is complete and accurate. Any false, incorrect or incomplete information may result in the application being rejected. The Participants are responsible to notify ECMWF of any changes to their personal information. ECMWF reserves the right to reject applications at any time.

Prior to obtaining access to ECMWF IT systems, each Participant must also complete, sign, and return a form acknowledging ECMWF Policies governing his/her work. A scanned copy of the original or an electronically signed document is sufficient.

Each Participant read about the challenges proposed by ECMWF on the Website. The Participant can register and submit a Proposal by clicking on the register button on the website and fill in a dedicated form.

2. Phase: Projects Review

Date: 1st April 2018 to 30th April 2018

Object: ECMWF will review the submitted Proposals and select up to five which will be part of the ESOWC Programme for 2018. The selected Proposals will be announced on the Programme Website on 30th April 2018 at 15:00 UTC.

3. Phase: Coding Period

Date: From 1st May 2018 at 00:01 UTC until 31st August 2018 at 17:00 UTC

Object: One mission: develop innovative weather related technologies that address the challenges of handling large amount of data and transform it into information. During this period, the selected participants will be given access to a dedicated platform where they can track the progress of their projects and engage with mentors.

4. Phase: Presentation of the Project

Date: second half September 2018

Place: to be announced

Object: After the coding period the projects will be presented in an appropriate workshop to be identified during the course of the development phase.

ARTICLE 5 - Intellectual Property Rights

1. Each Participant warrants that their proposals have been created by them and are free from rights of third parties.
2. All Participants grant to ECMWF a free, non-exclusive, worldwide, non-transferable, license for each Proposal for the purpose of selecting winning Proposals. ECMWF shall retain no rights in proposals which were not selected.
3. ECMWF shall own the Deliverables and all intellectual property rights contained in the Deliverables upon acceptance of the Deliverables. A Participant obtains from ECMWF a free, non-exclusive, irrevocable, worldwide, transferable, sub-licensable and timely unlimited license for his/her Deliverables. Ownership of the Deliverables shall be fully and irrevocably acquired by ECMWF under these terms from the moment they are selected by ECMWF staff. The Participant warrants to be entitled to grant such rights.
4. For the Participant's pre-existing intellectual property rights or rights that the Participant may have developed or acquired independently of the performance of his obligations, the Participant grants ECMWF a free, non-exclusive, irrevocable, worldwide, transferable, sub-licensable and time unlimited license to use all such intellectual property rights as are necessary for the use of the Deliverables, including for their maintenance, modification, and replacement by or on behalf of ECMWF. The Participant warrants to be entitled to grant such licenses.

ARTICLE 6 – GRANT PAYMENT

After the Coding Period, ECMWF will undertake acceptance testing of the Deliverables to check them against the Proposals to assess their overall functionality. Upon acceptance, ECMWF will pay the Grant as a one-off money transfer into a personal account as communicated by the selected Participants no later than 15 December 2018. Any fees charged by the Participant's bank are borne by the Participant. If no proper bank account is communicated, ECMWF will hold the Grant as a fiduciary until the account

is properly named. If the amount cannot be paid within twelve months, it is considered as forfeited. No interest will be paid.

ARTICLE 7 – COMPENSATION

The Participant will, at no time, be considered a staff member or consultant of ECMWF. The Organizers will not bear any expenses of the Participant.

ARTICLE 8 – MODIFICATION AND TERMINATION OF THE ESOWC PROGRAMME AND THIS AGREEMENT

1. There is no right to participate in the Programme or to receive a Grant payment short of delivery and acceptance of the Deliverables.
2. The Organizers can terminate, shorten, extend, modify or otherwise change the Programme at any time prior to the selection of winning Proposals without cause and with immediate effect. All Participants have to be sent appropriate notifications for such changes to become effective. In case of termination of the Programme, all Agreements are deemed terminated with immediate effect. The Organizers do not owe any payment to the Participants and will return and/or delete all received proposals.
3. The Participant can terminate this Agreement at any time prior to submission of his/her Proposal with immediate effect. Such Participants will not be entitled to any portion of the Grant.
4. After the submission of a Proposal, the Organizers can terminate this Agreement with immediate effect if a Participant violates any of the Agreement's terms. In particular, ECMWF can terminate this Agreement if it has reasonable grounds to believe that the Participant has submitted any other but his/her own work as a proposal or has, in any way, shape or form, violated applicable provisions governing Intellectual Property Regulations or criminal provisions in his/her country of origin or at the seat of ECMWF in conjunction with the submission of his/her proposal. ECMWF can also terminate the Agreement if the Deliverables do not meet the criteria outlined in the Proposal. In case of a termination under this clause, ECMWF does not owe any portion of the Grant.

ARTICLE 9 - PERSONAL DATA

The ESOWC Privacy Statement applies to all personal data provided by the Participants in order to register and submit their Proposals.

ARTICLE 10 - CONFIDENTIALITY

Until one or more Proposals have been selected, all Proposals and all information related thereto are to be treated confidentially among the parties, unless ECMWF agrees otherwise in writing. After selection, non-selected Proposals are relieved of such requirements.

ARTICLE 11 - RESPONSIBILITY

1. The Programme Website or any of its content may be unavailable from time to time for scheduled maintenance or due to unforeseen circumstances.
2. Other than in cases of intentional or grossly negligent breaches of duty by its staff or representatives or claims resting on an injury to life, body or health, ECMWF shall not be responsible or liable to any Participant for any loss or damage of any sort incurred in connection with the Programme.
3. The Organizers shall also not be responsible or liable for the accuracy, usefulness or availability of any content of the Programme website. Any content made available for download or use through or within the Programme websites is supplied "as is" without further warranties of any kind, either express or implied, including, but not limited to, the quality, performance, merchantability or fitness for a particular use or purpose. Subject to the aforesaid, ECMWF shall not be liable for any damages, including but not limited to direct, indirect, special, incidental, punitive, exemplary or consequential damages arising out of the use or the inability to use content.

4. ECMWF shall not be liable and accept no representation or responsibility for the functionality or contents of external websites, services or software products hyperlinked from the Programme websites.
5. ECMWF disclaims all warranties related to the provision of the Programme.

ARTICLE 12– APPLICATION OF THE TERMS AND CONDITIONS

Nothing in or relating to these terms shall be deemed a waiver of any of the privileges and immunities of ECMWF with their respective Protocols on the Privileges and Immunities. Any dispute between ECMWF and interested parties arising out of, or relating to, the Programme shall be resolved amicably by negotiation. If the dispute cannot be so settled, it shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or three arbitrators appointed in accordance with the said rules; sitting in London, England. The proceedings shall be in the English language. The right of appeal by either party to any national 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.

To be signed on or before arrival/beginning of work:

This form has been designed by the ECMWF Legal Services to apply to everyone, who is given a user ID for access to ECMWF's IT systems in the course of the ECMWF Summer of Weather Code Programme (ESOWC).

Name:

Permanent Email Address:

Purpose of work:

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

ECMWF Policies

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

Intellectual Property Rights

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

My work is governed by the terms and conditions of the ESOWC Agreement, which regulate the ownership and licensing of Intellectual Property Rights of all Deliverables I create under those terms (Article 5). In addition, I agree not to use or incorporate into the Centre's software any of my own or any third party software or data unless such software or data has already been assigned to the Centre. I will adhere to the strictest rules of professional discretion for the protection of Intellectual Property Rights relating to the Centre's activities.

Arbitration

I understand that ECMWF is an intergovernmental organization with specific privileges and immunities granted to it by its Member States, as reflected in the ECMWF Convention and Protocol. One of these rights is ECMWF's immunity from jurisdiction. Accordingly, any matter between myself and the Centre, including any violation of my rights and obligations during my stay, should be resolved amicably. If that fails, both I and ECMWF shall attempt to fully resolve the issue by using ECMWF's internal dispute resolution procedures. Any remaining issues between me and ECMWF will be finally settled by arbitration in accordance with Article 12 of the ESOWC Agreement.

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

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