

SUBCONTRACT

related to

C3S2_311 Lot3 KNM Framework Agreement,

Between:

State of the Netherlands,

Royal Netherlands Meteorological Institute (KNMI),

hereinafter called "the Contractor",

whose Registered Office is at: Utrechtseweg 297
3731GA De Bilt
The Netherlands

Represented by Prof. Dr. Gerard van der Steenhoven, Director-General,

and

Global Change Research Institute CAS (GCRI)
a public institution

hereinafter called "the Sub-contractor",

whose Registered Office is at: Bělidla 986/4a
603 00 Brno
Czech Republic

legally represented in this matter by prof. RNDr. Ing. Michal V. Marek, DrSc., dr. h. c., Director.

The following has been agreed:

1. Subject of the Subcontract

This Subcontract covers the Sub-contractor's participation in the ECWMF/ Copernicus/2021/ C3S_311_lot3_KNMI project covered by and specified in the C3S2_311 Lot3 KNM Framework Agreement,

- 1.1. Collection and Processing of In Situ Observations; Lot 3: Access to high-resolution gridded datasets over Europe based on in situ observations on 9 December 2021 signed between:

ECMWF, hereinafter also referred to as "Client";

and

KNMI, hereinafter also referred to as "Contractor".

The Framework Agreement and Annexes, hereinafter referred to as "the Prime Contract".

- 1.2. Sub-contractor undertakes to perform its part of the Services, as mentioned in the Prime Contract and in compliance with the terms and conditions of the Prime Contract that are applicable to it as the Sub-contractor and in accordance with this Subcontract. The allocated work for the Sub-contractor is specified in *Annex 1*, with Work Package (WP) and Task Reference.
- 1.3. By signing this Subcontract, Sub-contractor accepts the rights, obligations, terms, conditions and liabilities applicable to it as a Sub-contractor under the Prime Contract and thereby is qualified as Sub-contractor under the terms of the Prime Contract subject to the terms and conditions detailed in this Subcontract. Sub-contractor explicit declares to accept the "Terms flowed down from the Prime Contract", as mentioned in Annex 2.
- 1.4. If Client changes the Service Contracts related to C3S2_311_Lot3_KNMI Framework Agreement between Client and KNMI, Subcontractor accepts these changes for the Subcontract too.
- 1.5. Contractor or Sub-contractor may each be referred to as a "Party", or collectively as "Parties".
- 1.6. The Services, Work Packages, or Deliverable Reference outlined as the Sub-contractor's responsibility in *Annex 1* shall be performed in accordance with the following documents, which constitute an integral part of this Subcontract and are listed in order of precedence, in case of conflict or for the sake of interpretation :
 1. This Subcontract
 2. Annex 1 Subcontract
 3. Annex 2 Subcontract
 4. Annex 3 Subcontract
 5. Prime Contract (not attached hereto but known to both Parties)

6. Annex 1, ECMWF's Specification for Framework Agreement, Prime Contract (not attached hereto but known to both Parties)
7. Annex 2, Contractor's Tender for Framework Agreement, Prime Contract (not attached hereto but known to both Parties)

2. Collaboration

- 2.1. The proposed Services in the project ECMWF/Copernicus/2021/C3S_311_Lot3_KNMI, is a collaboration between the Contractor and Sub-contractors named in *Annex 3*.
- 2.2. The Services will be executed under the final responsibility of the Contractor.
- 2.3. Contractor is responsible for the overall project and financial management. Contractor collects the financial and content specific reports from the Sub-contractors and forms the link with the Client. The Sub-contractors are responsible for their activities carried out within the context of the Services and in accordance with the Prime Contract and the Subcontract. Sub-contractors report to Contractor in accordance with the Subcontract
- 2.4. The Sub-contractor will use its reasonable endeavours to collaborate and work with each of the Sub-contractors named in Annex 3 and the Contractor, to produce the results that are presented in the proposal that was granted by the Client.
- 2.5. Contractor will install a Project Board in which all Sub-contractors will be represented by one (1) representative. The Project Board will be informed by the Contractor if:
 - a change is proposed in the Sub-contractors working on the Services;
 - a change is proposed of personnel working on the Services;
 - a change is proposed in the tasks of one of the Sub-contractors working on the Services;
 - a change is proposed to the deliverables or other parts of aspects of the Services;
 - a conflict has occurred (or is likely to occur) with one of the Sub-contractors and the possible resolution of conflicts;
 - the Client has not accepted the deliverables or has informed the Contractor about a non-compliance in the Services;and shall advise the Contractor on these matters. Contractor is chair of the Project Board.

- 2.6. In case of non-compliance of a Sub-contractor for the tasks per Sub-contractor as mentioned in *Annex 1*, the Contractor shall be entitled to notify the Sub-contractor specifying the non-compliance and requiring dedicated and effective remedies by the Sub-contractor.
- 2.7. Within a reasonable time of receiving notice pursuant to Clause 2.6. and in any event within 30 calendar days, the Sub-contractor shall remedy any non-compliance in the Services, Work Package or Deliverable Reference to the Contractor.

3. Monitoring, control and reviews

- 3.1. Contractor will monitor the implementation of the Services, Work Package or Deliverable Reference through regular progress meetings between Contractor and Sub-contractor, and the conduct of formal reviews with regard to:
 - the progress of the contribution of each Sub-contractor to the Services, Work Package or Deliverable Reference, related to the obligations of the Subcontractor as specified in the Prime Contract and Subcontract;
 - financial aspects of the contribution of each Sub -contractor, including all costs for labour, travel, assets, services and other costs agreed upon for the performance of the Services, Work Package, or Deliverable Reference.
- 3.2. Sub-contractor shall at all times keep its records related to the Services, Work Package or Deliverable Reference available to the Contractor to enable the Contractor to verify the status and progress of the Services; Work Package, or Deliverable Reference executed .

4. Information

- 4.1. Concerning the dates or time frames mentioned in the Prime Contract the Sub-contractor agrees that the required information will be provided to Contractor at the latest 5 working days before the mentioned dates or end of the time frame, in time for the Contractor to be able to fulfil its obligations concerning reporting to Client.
- 4.2. Sub-contractor states that no Pre-Existing Technology or Background Intellectual Property Rights (IPR), including data, know-how or information of Sub-contractor shall be needed by Contractor or another Sub-contractor for implementation of the Services, Work Package or Deliverable Reference.

5. Price, Payment and invoices

- 5.1. The price of this Subcontract expressed in EURO is: 66,910.00 Euro and is a fixed price
The payments per payment milestone and per Sub-contractor are as specified in Annex 1, Payment per Sub-contractor .

- 5.2. In direct relation to the Prime Contract the mentioned amounts in the Subcontract are fixed-price.
- 5.3. In case a milestone is not achieved or partially achieved the Contractor may, at its discretion, withhold payments in part or in full until the milestone has been achieved in full. Such withholding of payment shall not give rise to any claim from the Sub-contractor concerning financial losses due to such withholding. The Contractor will not withhold payment unreasonably and must notify the Sub-contractor of any deficiency in a milestone or reporting obligation promptly within 7 working days of receiving the submitted milestone from the Sub-contractor, and 5 working days of the reporting information for reviews and auditing becoming due.
- 5.4. Subject to clause 5.3, the Contractor will make payments within thirty (30) calendar days after receiving the relevant invoice and related documents supporting the invoice from the Sub-contractor according to the Payment Plan in *Annex 3* of this Subcontract. As related to Annex 3C Prime Contract Payment Plan, the foreseen dates for payment by the Client to Contractor are in April and October every year between November 2021 and November 2025. Later or other dates will be ordered by the Client.
- 5.5. Sub-contractor accepts that the non-compliance of one of the (other) Sub-contractors in the Services, Work Package, Deliverables Reference or Task per Sub-contractor as mentioned in *Annex 1*, may cause a delay in the payment of funds by the Client to the Contractor and as a consequence thereof delay primarily in the specified milestone payment from Contractor to Sub-contractor who caused the delay or to all Sub-contractors. Contractor shall give the Sub-contractor prompt notice of any delay anticipated in payment of an invoice and shall use its best endeavours to mitigate any delay in payment to the other Sub-contractors not at fault.
- 5.6. If the Client withholds a payment to Contractor due to a non-compliance with the Services, Work Package, or Deliverable Reference to be delivered by the Contractor or Sub-contractor, then Contractor will discuss with the Sub-contractors within the Project Board how to reach compliance and minimise the consequences.
- 5.7. Payment from Contractor to Sub-contractor is subject to:
1. The acceptance by Contractor of all due Deliverables and Milestones of Sub-contractor by the end of the invoicing period.
 2. The acceptance by Contractor of the financial reporting provided by Sub-contractor for the period.
 3. The acceptance of the Client of all due deliverables and progress made in the Services during the period.
 4. Under condition of payment from Client to Contractor.

- 5.8. After a request from KNMI, Sub-contractor prepares an invoice at the end of each period and sends it to Contractor by e-mail (pdf).
The amount and date of the invoice is specified in the *Annex 1* and are based on a fixed price.

Invoices will be sent to:
Ministry of Infrastructure and Water Management
SSO-F&I / 040
PO box 20906
2500 EX The Hague
The Netherlands

with reference to:

- purchase order (to be provided separately by Contractor)
- name of the Work Packages
- service manager (Peter van Velthoven)
- the period the invoice is relating to.

the European Union's Reverse Charge Mechanism

- VAT-ID of the contractor (**KNMI**): NL8216.93.992B01.
- VAT-ID of the Sub-contractor (**GCRI**): CZ86652079

6. Communications

- a. The Contractor's representatives are:

All correspondence for technical matters will be addressed to:

	To:	With copy to:
Name	Gerard van der Schrier (PI)	Janet Wijngaard (Service Manager)
Address	KNMI PO Box 201, 3730 AE De Bilt the Netherlands	
Phone	[REDACTED]	
Fax	[REDACTED]	
e-mail	[REDACTED]	

All correspondence for contractual and administrative matters will be addressed to:

	To:	With copy to:
Name	Janet Wijngaard (Service Manager)	Gerard van der Schrier (PI)
Address	KNMI PO Box 201, 3730 AE De Bilt the Netherlands	
Phone	[REDACTED]	
Fax	[REDACTED]	
e-mail	[REDACTED]	

Correspondence for financial matters will be addressed to:

	To:	With copy to:
Name	Hodon Ibrahim	Janet Wijngaard
Address	KNMI PO Box 201, 3730 AE De Bilt the Netherlands	
Phone	[REDACTED]	
Fax	[REDACTED]	
e-mail	[REDACTED]	

b. The Sub-contractor's representative s are:

All correspondence for technical matters will be addressed to:

	To:	With copy to:
Name	Petr Stepanek	Miroslav Trnka
Address	Global Change Research Institute CAS Bělidla 986/4a 603 00 Brno Czech Republic	
Phone	[REDACTED]	
Fax	[REDACTED]	
e-mail	[REDACTED]	

All correspondence for contractual and administrative matters will be addressed to:

	To:	With copy to:
Name	Radka Matejickova	Petr Stepanek
Address	Global Change Research Institute CAS Bělidla 986/4a 603 00 Brno Czech Republic	
Phone	[REDACTED]	
Fax	[REDACTED]	
e-mail	[REDACTED]	

7. Limits of Liability

- 7.1. A Party's total aggregate liability to the other Party, in respect of all Loss caused by its own Defaults under this Subcontract shall be capped at a value of two times agreed for this Subcontract.
- 7.2. A Party's total aggregate liability to the other Party, in respect of the indemnities set out at Clause 5.8.1 and 5.8.2 of the Prime Contract, shall be capped at a value of two times the price of this Subcontract and no amount payable in respect of such indemnities shall count towards the cap on liability for Defaults under Clause 7.1.
- 7.3. Neither Party limits or excludes its liability in respect of any death or personal injury caused by its negligence, any fraudulent misrepresentation, any intentional default or any other statutory or other liability, which cannot be excluded under applicable Law.
- 7.4. The direct losses for which a Party may be liable to the other Party under or in connection with this Subcontract shall include:

any reasonable and actual operational and/or administrative costs and expenses arising from the Default, including costs relating to the time spent by the innocent Party's management and employees in dealing with the consequences of the Default; and any reasonable and actual costs and expenses incurred by the innocent Party in rectifying a Default of the other Party or a sub-contractor and in procuring new or replacement Services for the remainder of the Term of the Subcontract.

Neither Party shall be liable to the other for any loss of profit, loss of revenue, any loss of turnover, goodwill, reputation or opportunity or any indirect, or consequential loss, arising out of or in connection with this Subcontract.

8. Dispute Resolution, governing law

- 8.1. Any dispute which may arise between the Parties concerning this Subcontract shall be determined as provided in clause 8. For the purpose of this clause a dispute shall be deemed to have arisen when one Party serves on the other a notice in writing stating the nature of the dispute.
- 8.2. Unless this Subcontract has already been terminated or expired by the date of the notice of dispute, and except to the extent that Services are suspended or payments for Services are suspended before or after the date of the notice of dispute, the Sub-contractor shall continue to perform the Services with all due diligence and Contractor shall continue to make payments in accordance with this Subcontract.
- 8.3. After service of the notice of dispute, the following procedure shall be followed by the Parties:

within two (2) Business Days, both the Service Managers shall meet to attempt to settle the dispute;

if no settlement results from or within two (2) Business Days of the meeting, Contractor's Head of CAMS shall meet with the Sub-contractor's Director or Head of School or the[r designated representatives within the following five (5) Business Days to attempt to settle the dispute;

if no settlement results from or within five (5) Business Days of the meeting Contractor's Director-General shall meet with the Sub-contractor's Director General or Head of Legal Services within the following ten (10) Business Days to attempt to settle the dispute; and

if no settlement results from or within ten (10) Business Days of the meeting, the Parties shall proceed in accordance with Clause 8.4. and 8.5.

8.4. Dutch law shall govern the validity, construction and performance of this Subcontract.

8.5. The competent court in The Hague, The Netherlands, will settle all disputes.

9. Termination

9.1. Contractor may at any time in any of the following events, immediately terminate this Subcontract by notice in writing without compensation to the Sub-contractor provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to Contractor:

- i. if the Sub-contractor or any persons having powers of representation, decision making or control over it is subject to an Insolvency Event; or
- ii. if Contractor, acting reasonably, considers that the Sub-contractor has undergone changes in its legal, financial, technical, organizational or ownership situation or in its systems, rules or procedures which are likely to substantially affect the performance of the Services or call into question the outcome of its selection by Contractor; or
- iii. the Sub-contractor has failed to comply with its obligations under this Subcontract; or
- iv. in the event of Force Majeure or in the event of suspension of the Services by the Sub-contractor, where it appears to Contractor that resuming the Services is impossible or would call into question the Sub-contractor's selection by Contractor; or
- v. if the Sub-contractor or any Related Person has been found guilty of professional misconduct proven by a final judgement or award; or
- v. if Contractor has substantiated evidence that the Sub-contractor or any Related Person has committed Fraud, Corruption or is involved in a Criminal Organization, Money Laundering or any other illegal activity detrimental to the financial interests of Contractor, the Client or the Union; or
- vi. if Contractor has substantiated evidence that the Sub-contractor or any Related Person has committed Substantial Errors, irregularities or Fraud in the performance of the Services, including in the event of submission of false information during its selection by Contractor; or

- vii. if the Sub-contractor, or any persons having powers of representation, decision-making or control over any of them have their names entered into the Union's Central Exclusion Database.
- 9.2. The Sub-contractor may terminate this Subcontract immediately by notice in writing to Contractor if Contractor shall fail to pay any undisputed sum due under the terms of this subcontract (otherwise than in consequence of any Default on the part of the Sub-contractor and otherwise than non- payment by the Client to Contractor) and such sum remains unpaid for thirty (30) calendar days after written notice from the Sub-contractor that such sum has not been paid (such notice to contain a warning of the Sub-contractor's intention to terminate).
- 9.3. If either Party believes that this Subcontract can no longer be effectively or appropriately carried out, it shall consult the other Party. Failing agreement on a solution, either Party may terminate this Subcontract by formally notifying the other Party thereof. Termination shall take effect forty five (45) calendar days after receipt of the notification, unless agreed otherwise by the Parties.

10. Consequences of Termination or Expiry

- 10.1. Any termination or expiry of this Subcontract shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or continuance in force of any provision thereof which is expressly or by implication intended to come into or continue in force on or after such termination or expiry.
- 10.2. Neither Party shall be entitled to claim compensation by the other Party on account of a termination or expiry of this Subcontract, except for remuneration for partial services already accepted by the client.
- 10.3. On the termination or expiry of this Subcontract, the Subcontractor shall co-operate with Contractor and with any new contractor under any arrangements notified to him by Contractor, to effect a full and orderly transition to Contractor or to such new contractor and shall furnish Contractor or a new contractor with any work in progress, deliverables, assets, information or documentation reasonably required by Contractor.
- 10.4. The Sub -contractor shall comply with all reasonable instructions from Contractor with regard to termination or expiry and shall take reasonable steps to mitigate any costs which Contractor shall incur as a result of termination of this Subcontract.
- 10.5. On Contractor's request, the Sub-contractor shall promptly deliver to Contractor all Contractor materials and documents in the Sub-contractor's (or any Sub-contract or Personnel's) possession together with all the documents and information (in any format) requested by Contractor at the time of termination or expiry.

11. Effectiveness of this Subcontract

- 11.1. This Subcontract shall become effective upon signature by the Parties and after the Prime Contract is signed by the Client and Contractor, with retrospective effect from 1 November 2021.

- 11.2. Any variation of or amendment to this Subcontract shall only be effective if it is in writing and signed by an authorized representative of each Party .
- 11.3. Nothing in this Subcontract is intended to or shall be deemed to establish any partnership or joint venture between the Parties or the relationship between them of principal and agent. Neither Party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.

Done In two originals,

At: De Bilt
on: 15-03-2022

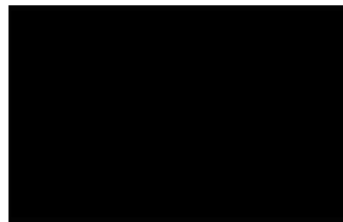
At:
on:

For: KNMI



Prof. Dr. Gerard van der Steenhoven
Director-General

For: Sub-contractor



Annexes:

ANNEX 1: Tasks Sub-contractor

ANNEX 2: Terms flowed down from the Prime Contract

ANNEX 3: Sub-contractors and Payment Plan per partner

Annex 1

Tasks per Sub-contractor

Description of the work to be performed by Sub-contractor

Sub-contractor will contribute to the following tasks as specified in the Prime contract

- Task 1.3
- Task 4.1

Details about the delivery dates of deliverables and milestones, and the contribution per subcontractor are given in the attached table: C3S_311_Lot3Deliverables_milestones_v1.0

Furthermore, Sub-contractor will:

- Contribute to scientific papers on the methodology and results of the contract
- Provide input for all C3S_311_Lot3 reporting duties of the contractor KNMI to ECMWF, related to the deliverables and milestones specified in WP0
- Attend the progress meetings of C3S_311_Lot3 with ECMWF, when requested.
- Regularly attend the monthly work package telecons

ANNEX 2. Terms flowed down from the Prime Contract

A.

Each Sub-contractor is engaged in such a way that it accepts and is effectively required to meet the same obligations to the Contractor as the Contractor is required to meet to Client under the following Clauses of the Prime Contract:

- 2.1.7 Quality of Deliverables
- 2.1.8 Insurance requirements
By derogation of the insurance requirements related to article 2.1.8.2., the minimum value of the Insurance cover shall be 2.000.000 EURO per occurrence and in the aggregate annually.
By derogation of these insurance requirements: As a Sub-contract or is a public institute that uses an "own risk policy" Contractor may require written proof of the existence of such policies and/or a statement from an authorized representative that the amount of liability and losses has been covered otherwise by the Sub-contractor.
- 2.3 up to and including 2.3.5 Reporting and Planning
- 2.5 Service Change and Other Amendments
- 4.2 Cost reimbursement, whereas in the Subcontract is a fixed price
- 4.3 Pre agreed price, whereas in the Subcontract is a fixed price
- 5.2 Recovery
- 5.3 Suspension of Payment
- 5.4 Suspension of Services
- 5.5 Termination
- 5.6 Consequences of Termination or Expiry
- 5.7 Force Majeure
- 5.8 Indemnities

B.

2.9.4 The Contractor shall ensure that each Sub-contractor is engaged in such a way that it accepts and is effectively required to meet the same obligations to the Contractor as the Contractor is required to meet under the following Clauses:

- 2.1.1 Contractor's Undertakings;
 - 2.1.4 Exclusion Situations and Restricted Persons
 - 2.4.6 Publicity
 - 2.7 Confidentiality
 - 2.8 Personal Data Protection
 - 3 Assets and Intellectual Property Rights
 - 5.1 Audits
- 2.9.6 If it appears to ECMWF/Client that the Services are being disrupted by the acts or omissions of a Sub-contractor or that its qualifications or resources are no longer satisfactory or that its work does not conform to Good Industry Practice, ECMWF/the Client shall have the right to make a reasoned request for its replacement as soon as possible.

ANNEX 3. Subcontractors to the Project and Payment Plan

Contractor's name and address:

Royal Netherlands Meteorological Institute (KNMI),
Utrechtseweg 297, 3731 GA De Bilt, the Netherlands

Subcontractors:

Acronym	Name
DWD	Deutscher Wetterdienst
MET Norway	Meteorological service of Norway
GCRI	Global Change Research Institute of the Czech Academy of Sciences
UEA	University of East Anglia, Climatic Research Unit
ZAMG	Central Institute for Meteorology and Geodynamics
METEOSWISS	Federal Office of Meteorology and Climatology MeteoSwiss

Payment plan:

Note: subcontractors will not be paid before the contractor received the payment from ECMWF.

Partner	P1/dec21	P2/may22	P3/nov22	P4/may23	P5/nov23	P6/may24	P7/nov24	P8/may25	P9/dec25	Total
KNMI	€ 151,013.74	€ 33,568.02	€ 48,998.64	€ 17,327.96	€ 39,066.74	€ 59,830.37	€ 64,090.93	€ 60,559.77	€ 120,068.57	€ 594,524.75
GCRI	€ 16,995.64	€ 3,777.87	€ 5,514.49	€ 1,950.15	€ 4,396.71	€ 6,733.53	€ 7,213.03	€ 6,815.62	€ 13,512.96	€ 66,910.00
Met Norw	€ 50,461.12	€ 11,216.73	€ 16,372.86	€ 5,790.13	€ 13,054.12	€ 19,992.27	€ 21,415.94	€ 20,236.00	€ 40,120.82	€ 198,659.99
Meteo Sw	€ 0.00	€ 0.00	€ 0.00	€ 0.00	€ 0.00	€ 0.00	€ 0.00	€ 0.00	€ 0.00	€ 0.00
ZAMG	€ 16,384.12	€ 3,641.94	€ 5,316.07	€ 1,879.98	€ 4,238.52	€ 6,491.25	€ 6,953.50	€ 6,570.39	€ 13,026.75	€ 64,502.50
DWD	€ 77,307.50	€ 17,184.26	€ 25,083.56	€ 8,870.59	€ 19,999.19	€ 30,628.58	€ 32,809.66	€ 31,001.98	€ 61,465.94	€ 304,351.26
UEA	€ 0.00	€ 0.00	€ 18,200.00	€ 0.00	€ 0.00	€ 0.00	€ 0.00	€ 0.00	€ 1,500.00	€ 19,700.00
all	€ 312,162.12	€ 69,388.82	€ 119,485.62	€ 35,818.82	€ 80,755.28	€ 123,676.01	€ 132,483.05	€ 125,183.75	€ 249,695.03	€ 1,248,648.50