

Agreement No. 2430C0019
DE_330_MF-CHMI
between
Météo-France and CHMI
for
Destination Earth DE_330_MF
(Destination Earth On-Demand Extremes Digital Twin)

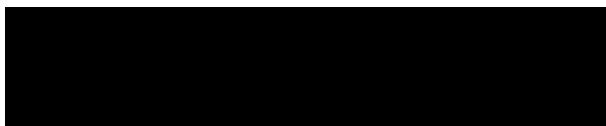
By and between:

- (1) Météo-France, Head office, 73 Avenue de Paris, 94165 Saint-Mandé cedex, France ("**Météo-France**"); and
- (2) (2) Czech Hydrometeorological Institute, Na Šabatce 2050/17, Praha 4, 143 06, The Czech Republic (the "**Sub-contractor**" or "**CHMI**");

In the terms of this agreement (hereinafter referred to as the "Agreement" or "This Agreement"), Météo-France and the Sub-contractor may each be referred to as a "**Party**" or, collectively as "**Parties**".

By the application of an authorised signature, the Parties each show their intention and willingness to be bound by the terms of This Agreement.

SIGNED for and on behalf of **Météo-France**:

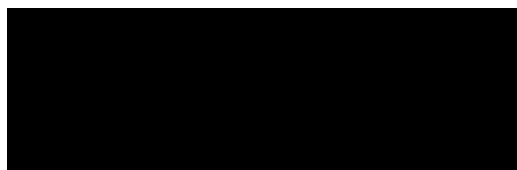


Date:



Director of Higher Education and Research

SIGNED for and on behalf of **CHMI**:



Date:



Director of CHMI

1 Purpose of This Agreement

This Agreement is a continuation of the Agreement No. 2230C0036 (hereafter named “The Previous Agreement” concluded between Météo-France and the Sub-contractor that expired on 30 April 2024 and includes all of its provisions and required modifications to extend the Term of the Agreement from 1 May 2024 to 30 April 2026 (Term of This Agreement).

This Agreement acts in accordance with the Amendment Agreement No. 2 to the DE_330_MF Agreement as a result of ECMWF’s Request for Proposal (RFQ) Ref: ECMWF/RFQ/2023/DE_330_AA2.

The Agreement covers the further evolution of the On-demand Extremes Digital Twin during Phase of DestinE or namely during the extended Term of the Agreement from 1 May 2024 until 30 April 2026.

This Agreement states that all terms and conditions of the DE_330_MF Agreement (hereafter named “ECMWF Agreement” and Amendment Agreement No. 2 to the DE_330_MF Agreement (hereafter named “ECMWF AA2”), presented in Annex A and duly signed between:

European Centre for Medium-Range Weather Forecasts, an inter-governmental organisation, governed by its Convention and associated Protocol on Privileges and Immunities, acting through its duty station at Robert-Schuman-Platz 3, 53175 Bonn, Germany (“ECMWF”)

and

Météo-France, Head office, 73 Avenue de Paris, 94165 Saint-Mandé Cedex, France, France (“Météo-France”)

will flow down to the Parties in the frame of This Agreement.

Unless otherwise defined in This Agreement, terms used in This Agreement shall have the meaning given to them in the ECMWF Agreement and ECMWF AA2.

The terms of the ECMWF Agreement and ECMWF AA2 are incorporated into and form part of this Agreement, as varied and amended by the other provisions of this Agreement.

This Agreement governs the overall relationship of the Parties in relation to the Services allocated to the Sub-contractor as set out in Annex A to This Agreement.

2 Parts and precedence

This Agreement comprises:

- The Clauses (1-7) of this document (“the Clauses”);
- Annex A – ECMWF Agreement and ECMWF AA2, and its Attachments, excluding Attachment A2.c and Attachment 3 (Payment Plan)

all of which form an integral part of This Agreement.

Conflict between the provisions of one document in This Agreement and another shall be resolved in accordance with the following order of precedence:

1. the Clauses;
2. Annex A - ECMWF Agreement and ECMWF AA2, and its Attachments, excluding Attachment A2.c and Attachment 3 (Payment Plan)

3 Commencement and duration

The Term shall start on 1 May 2024, and shall end on or before 30 April 2026 unless agreed otherwise in writing by both Parties.

4 Communications by and between the Parties

4.1 Authorised Representatives

Météo-France Director of Higher Education and Research will sign This Agreement and may also sign variations of This Agreement for Météo-France. The sole position with authority to sign This Agreement and any variations of the same for the Sub-contractor is the Director of CHMI.

4.2 Points of contact and banking details

4.2.1 Météo-France

All correspondence for Météo-France shall be addressed to:

[REDACTED] (Contract Officer)

[REDACTED]

e-mail: [REDACTED] (accessible to alternative points of contact)

Météo-France

Direction de l'Enseignement Supérieur et de la Recherche

42 Avenue Gaspard Coriolis

F-31057 Toulouse cedex 1

France

Any payment to Météo-France will be made to the following bank account:

Name of bank: [REDACTED]

Full name of the account holder: [REDACTED] E

IBAN code: [REDACTED]

SWIFT code: [REDACTED]

VAT: [REDACTED]

4.2.2 Sub-contractor

All correspondence for the Sub-contractor shall be addressed to:

Czech Hydrometeorological Institute

Na Šabatce 2050/17
Praha 4, 143 06 The Czech Republic

[REDACTED] Sub-contract Officer)

Tel: + [REDACTED]

e-mail: r [REDACTED]

Alternative contact:

[REDACTED]

Tel: [REDACTED]

e-mail [REDACTED]

Any payment to the Sub-contractor will be made to the following bank account:

Name of bank: Česká národní banka (Czech National Bank)

Address: Na Příkopě 28, 115 03, Praha 1

Full name of the account holder: Český hydrometeorologický ústav

IBAN code: [REDACTED]

[REDACTED]

4.3 The Sub-contractor shall report to and liaise with Météo-France Contract Officer. Written notice and correspondence shall be addressed as defined in Clause 4.2.1 of This Agreement with subject statement starting with "DE_330_MF-CHMI /.....".

4.4 All communication, requests for payments, reports and documents under this Agreement shall be handled in English.

5 Activities to be performed by Météo-France and the Sub-contractor

5.1 Météo-France shall act as the Contractor for the activities covered by the ECMWF Agreement.

5.2 The Sub-contractor shall provide the Services allocated to him as set out in the Annex A to This Agreement, including, meeting the agreed Deliverables, Milestones and KPI's targets.

5.3 The Sub-contractor shall be bound by the terms and conditions of the ECMWF Agreement including, but not limited to clauses: 1.2 (Definitions and Interpretations), 1.3 (Agreement - Use be ECMWF and Others), 2.1.1 (Contractor's Undertakings), 2.1.2.1 (Contractor's Obligations), 2.1.3 (Compliance with Laws), 2.1.4 (Conflict of Interest), 2.1.5 (Exclusion Situations and Restricted Persons), 2.1.6 (Conditionality Decision(s)), 2.1.8 (IT and other Security), 2.1.9 (Quality of Deliverables), 2.1.10 (Insurance requirements), 2.3 (Reporting and planning), 2.4.6 (Publicity), 2.5 (Service change and Other Amendments), 2.6 (Process for Resolving Disputes), 2.7 (Confidentiality), 2.8 (Personal Data Protection), 3 (Assets and Intellectual Property Rights), 4.9 (Financial corrections), 5.1 (Record-keeping), 5.2 (Audits), 5.3 (Recovery), 5.4 (Suspension of Payment), 5.5 (Suspension of the Services),

5.6 (Termination), 5.7 (Consequences of Termination of Expiry), 5.8 (Force Majeure), 5.9 (Indemnities), 5.10 (Limits of Liabilities), 5.11 (Liabilities for Direct and Indirect Losses), 6.5 (Third Party Rights and Claims), 6.7 (Provisions with Continuing Effect), 6.8 (Governing Law and Dispute Resolution).

5.4 The provisions of clause 2.6 (Process of Resolving Disputes) of the ECMWF Agreement shall apply to This Agreement with the following adjustments.

5.4.1 Any dispute which may arise between the Parties concerning This Agreement shall be determined as provided in this Clause 5.4. In any event, The Parties shall deal in good faith and attempt to resolve potential disputes informally.

5.4.2 For the purpose of this Clause 5.4 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.

5.4.3 Unless This Agreement has already been terminated or expired by the date of the notice of dispute, and except to the extent that Services are suspended (clause 5.5 of the ECMWF Agreement) or payments for Services are suspended (clause 5.4 of the ECMWF Agreement) before or after the date of the notice of dispute, the Sub-contractor shall continue to perform the Services with all due diligence and Météo-France shall continue to make payments in accordance with This Agreement.

5.4.4 After service of the notice of dispute, the following procedure shall be followed by the Parties:

5.4.4.1 Within two (2) Business Days, the Contract Officer and the Sub-contract Officer shall meet to attempt to settle the dispute;

5.4.4.2 If no settlement results from or within two (2) Business Days of the meeting specified in Clause 5.4.4.1 of this Agreement, Météo-France Director of Higher Education & Research shall meet with the Sub-contractor's Director for Meteorology and Climatology within the following five (5) Business Days to attempt to settle the dispute;

5.4.4.3 If no settlement results from or within five (5) Business Days of the meeting specified in Clause 5.4.4.2 of this Agreement, Météo-France President-Director General shall meet with the Sub-contractor's Director of CHMI within the following ten (10) Business Days to attempt to settle the dispute; and

5.4.2.4 If no settlement results from or within ten (10) Business Days of the meeting specified in Clause 5.4.4.3 of this Agreement, the dispute shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Bonn. The language to be used in the mediation shall be English.

5.4.2.5 If no settlement results from or within the mediation within 60 Business days of the commencement of the mediation, the Parties shall proceed in accordance with clause 6.8.2 of the ECMWF Agreement.

5.5 The provisions of clause 2.7 (Confidentiality) of the ECMWF Agreement shall apply to This Agreement with the following adjustments.

5.5.1 Confidential Information means in This Agreement

- (a) the terms of This Agreement;
- (b) all information disclosed to the relevant Party by or on behalf of the other Party in connection with This Agreement, including but not limited to the ECMWF Agreement, which relates to the provisions of This Agreement or the negotiations relating to this;
- (c) know-how, secret processes and inventions disclosed to the relevant Party by or on behalf of the other Party in connection with This Agreement;
- (d) all other information disclosed to the relevant Party by or on behalf of the other Party (whether before or after the date of This Agreement), including but not limited to the ECMWF Agreement, which is marked as or has been otherwise indicated to be confidential or which derives value to a Party from being confidential or which would be regarded as confidential by a reasonable business person.

5.5.2 Subject to Clause 5.5.3 each Party shall treat all Confidential Information as strictly confidential and shall not disclose Confidential Information to any person. In case where a Party (hereinafter, the “receiving Party”) intends to use or disclose any Confidential Information for any reason other than fulfilling their respective obligations under this Agreement in connection with the ECMWF Agreement, it shall request the authorisation of the Party having the right to further disclose such Confidential Information (hereinafter, the “disclosing Party”).

5.5.3 The Parties shall be bound by the obligation referred to in 5.5.2 during the implementation of This Agreement and for a period of five (5) years starting from the termination or expiry of This Agreement, unless:

5.5.3.1 the disclosing Party agrees in writing to release the receiving Party from the earlier confidentiality obligations; or

5.5.3.2 such Confidential Information becomes public through other means than in breach of the confidentiality obligation by the Party bound by that obligation;

5.5.3.3 the receiving Party is legally bound to disclose such Confidential Information, provided that the receiving Party informs the disclosing Party without delay and discloses only what is legally required.

5.5.4 Publication of This Agreement

In the event that either Party is obliged by Law to publish to the general public all or part of This Agreement, that Party shall notify the other of the same and the two Parties shall consult regarding appropriate redactions from This Agreement before publication.

5.6 The provisions of clause 2.1.6 (Conditionality Decision(s)) of the ECMWF Agreement shall apply to This Agreement with the following adjustments.

5.6.1 The parties shall be bound by the definitions of “Concerned Entity”, “Conditionality Decision”, “Conditionality Measure” as defined in the ECMWF AA2.

5.6.2 Should Météo-France be notified by ECMWF of the adoption of a Conditionality Decision containing Conditionality Measures against Météo-France and/or its Sub-

contractor as a Concerned Entity, Météo-France shall without undue delay notify in writing the Sub-contractor and proceed as set out in Clause 2.1.6 of the ECMWF Agreement.

Should Météo-France be notified by ECMWF of a Conditionality Decision lifting the Conditionality Measures, Météo-France shall further notify the Sub-contractor.

This provision shall not release the Sub-contractor when is Concerned Entity from its commitments provided for in the clauses 5.6.2 to 5.6.6 of This Agreement.

5.6.3 In the event of the adoption of a Conditionality Decision containing Conditionality Measures against the Sub-contractor as a Concerned Entity, the Sub-contractor shall without undue delay notify Météo-France in writing of the adoption of the Conditionality Decision, the Conditionality Measures against it as Concerned Entity stipulated in the Conditionality Decision. The Sub-contractor shall ensure that the terms and conditions of the respective Conditionality Decision are duly applied.

5.6.4 The Sub-contractor shall further notify Météo-France in the case of the adoption of a Conditionality Decision lifting the Conditionality Measures.

5.6.5 The Sub-contractor shall regularly assess whether the Sub-contractor or any other entity that receives payment from the Sub-contractor in connection with the Services, is a Concerned Entity. If the Sub-contractor identifies any such parties as a Concerned Entity, the Sub-contractor shall immediately notify Météo-France in writing and shall ensure that the terms and conditions of the respective Conditionality Decision are duly applied.

5.6.6 The provisions of this Clause (Conditionality Decision(s)) are without prejudice to the rights of Météo-France to suspend or terminate This Agreement for Good Cause without notice and/or to recover any Funds paid by Météo-France.

5.6.7 For the avoidance of doubt, the Parties acknowledge that if a recipient of any Funds becomes a Concerned Entity after the date on which such Funds were made available to, or for the benefit of such recipient, the Conditionality Decision shall not apply with respect to the Funds made available to, or for the benefit of the Concerned Entity before the entry into force of the relevant Conditionality Decision.

5.7 Information meetings shall be organized by Météo-France with participation of Météo-France Director of Higher Education & Research and the Sub-contractor's Director for Meteorology and Climatology. The goal of these meetings is that Contractor and Sub-contractor representatives are informed by members of the Contract Team on the progress as well as on difficulties encountered, and that they may consider ways how to facilitate overcoming them.

5.8 Insurance requirements

5.8.1 The Sub-contractor shall abide by the provisions of clause 2.1.9 (Insurance requirements) of the ECMWF Agreement and the insurance cover shall be equal to the double Sub-contractor's price per occurrence and in the aggregate annually.

5.8.2 The Sub-contractor shall ensure that the Insurance applies for a period of time including the duration of This Agreement and the duration of any obligations, which survive the expiry or termination of This Agreement.

5.8.3 The Sub-contractor shall provide evidence of or a declaration about the insurance, before or within one calendar month of the date of signature of This Agreement by Météo-France.

5.9 Amendments

5.9.1 Any amendment to the Agreement shall be agreed in writing by the duly authorised representatives of each Party, identified at Clause 4.1.

5.9.2 An amendment to This Agreement may not have the purpose or the effect of making changes to This Agreement which would call into question Météo-France's selection by ECMWF and the implementation of Météo-France's obligations as stipulated in the ECMWF Agreement.

5.9.3 An amendment to This Agreement shall enter into force on the date on which the last Party signs it.

5.10 If This Agreement has a Term of 20 months or more or an Overall Price of €100,000 or more, then on each occasion, during the Term, when its annual financial audit cycle comes to an end and by 30th April, the Sub-contractor shall send to Météo-France a copy of its audited annual report.

6 Assets and Intellectual Property Rights

The provisions of clause 3 of the ECMWF Agreement shall apply to This Agreement with the following supplements.

6.1 Sub-contractor's Deliverable(s) shall mean, in singular or in plural, any of the Deliverables under the responsibility of the Sub-contractor as set out in Table 8 of Annex 2 of the ECMWF Agreement.

6.2 Upon request by Météo-France, the Sub-contractor shall inform Météo-France of any Asset acquired.

6.3 The Sub-contractor shall, at its own cost, do all such things and execute all documents and instruments requested by Météo-France which are reasonably necessary to enable Météo-France to obtain, defend or otherwise protect or enforce the rights (including Intellectual Property Rights) in the Sub-contractor's Deliverables both during and after the Term of This Agreement¹.

6.4 Clause 3.2.2 of the ECMWF Agreement (fees) applies with the same provisions to the Sub-contractor with respect to Météo-France.

6.5 During the Term, the Sub-contractor shall realise all acts related to the Sub-contractor's Deliverables in order for Météo-France to take care and custody of the archive of the Deliverables, their inventory and account keeping.

6.6 Unless otherwise agreed in writing, a licence is granted to the Sub-contractor, with no prejudice to any other Clause of This Agreement, to use the Deliverables only where this is necessary for the provision of the Services. The licence is non-exclusive, free of charge and for the duration of the Term only.

For the sake of clarity, the licence is for any Deliverable realised under the ECMWF Agreement.

¹ Sub-contractors should note that Météo-France is obliged to generally assign ownership of the Deliverables to ECMWF under the terms of the ECMWF Agreement.

6.7 For any other purpose than the provision of Services, in order to obtain a license for the use of the one or other deliverable realized under the ECMWF Agreement, the Sub-contractor shall realise all acts in relation to the request to be made by Météo-France to ECMWF. The provisions of clause 3.2.5 of the ECMWF Agreement apply.

6.8 The licence the Sub-contractor obtains for the ACCORD common codes as set out in Annex 2, Appendix D, of the ECMWF Agreement only is for the extent and where this is necessary to perform its obligations under This Agreement and for the duration of This Agreement. The Sub-contractor may not use the ACCORD common codes for any other purpose than the execution of its obligations under This Agreement.

The licensing provisions under this Clause 6.8 do not apply to ACCORD consortium Members².

6.9 The Sub-contractor shall ensure that no pre-existing rights or security constraints prevent the dissemination of any part of the Sub-contractor's Deliverables (including any Destination Earth data and information contained in the Deliverables) under the Destination Earth Data Policy. The Sub-contractor shall realise all acts related to mitigation or liability of any such issue. The Sub-contractor shall notify Météo-France in writing if any pre-existing rights of third parties would, as a consequence, limit the dissemination of any part of the Sub-contractor's Deliverables (including any Destination Earth data and information contained in the Deliverables).

6.10 During the Term, the Sub-contractor shall realise all acts related to the maintenance of a registry of pre-existing rights granted to ECMWF included in the Sub-contractor's Deliverables.

6.11 If the Sub-contractor considers that any of the Sub-contractor's Deliverables produced in accordance with the ECMWF Agreement is an Improvement to the Sub-contractor's background IPR, it may request that ECMWF assigns the IPR subsisting in such Deliverable back to Météo-France and the Sub-contractor. In such event, the Sub-contractor shall realise all acts related to formulating the request to ECMWF in accordance with clause 3.4.2 of the ECMWF Agreement. Upon agreement by ECMWF, the subsisting IPR are deemed assigned back to Météo-France and the Sub-contractor in accordance with their background IPR.

For the ACCORD common codes assigning back such subsisting IPR only can be to ACCORD consortium Members.

6.12 During the Term, the Sub-contractor shall realise all acts related to the maintenance of an inventory of any Improvement to the Sub-contractor's background IPR.

6.13 The Sub-contractor shall abide to clause 3.5 of the ECMWF Agreement with the same level of commitment as Météo-France.

7 Price, payment process and payment plan

7.1 Introduction

² The ACCORD consortium Members are, at the time of signing this Agreement the National Meteorological and Hydrological Services of Algeria, Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Hungary, Iceland, Ireland, Lithuania, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Tunisia and Turkey

This Clause specifies the practical arrangements relating to the price, payment process and planned payment plan.

7.2 Price

7.2.1 The price under This Agreement is EUR [REDACTED], according to the Payment Plan as specified in Clause 7.4. The Price is payable by Météo-France on a Pre-Agreed Price Basis.

In the price are included all costs of the Services implemented during the phase 1 of The Previous Agreement, from 1 September 2022 until 30 April 2024 and during phase 2 of This Agreement, from 1 May 2024 until 30 April 2026, and with the following clarifications:

7.2.1.1 In the price set out in Clause 7.2.1 are included cost savings on unused person months and travel costs incurred by the Sub-contractor from 1 May 2022 until 30 April 2024 under The Previous Agreement.

The amount of cost savings and travel costs is included in Payment Milestone 4 of Payment Plan to This Agreement.

7.2.1.2 The price does not include travel costs for travels to be made by the Sub-contractor from 1 May 2024 until 30 April 2026.

Météo-France shall reimburse travel costs incurred by the Sub-contractor from 1 May 2024 until 30 April 2026 in accordance with the following provisions:

- (a) The maximum amount of travel costs, including travel expenses (air, boat, rail or car) and daily subsistence expenses (accommodation, meals, sundries and local transport between the airport or station) is fixed at [REDACTED] per person and per travel.
- (b) The travel is approved by Météo-France before being carried out by the Sub-contractor.
- (c) The amount of travel costs shall not exceed the amount fixed at Clause 7.2.1.2 (a) and shall be paid to the Sub-contractor together with the price of the Services in accordance with Clause 7.3.3, and in installments (Payment Milestones) as defined in the Payment Plan.

In all cases, a cost will only be acceptable if it meets all the following criteria:

- (i) it is actually incurred by the Sub-contractor. Amounts that shall be recovered from the Sub-contractor as to be recovered from Météo-France in accordance with clause 5.3 (Recovery) of the ECMWF Agreement shall not be considered as actually incurred;
- (ii) it is incurred during the Term;
- (iii) it is a direct cost, that is directly linked to and necessary for the performance of the Services (tasks, activities and Deliverables);
- (iv) it is indicated in the Payment Plan as set out in Clause 7.4;

- (v) it is consistent with any pricing proposed by Météo France in the ECMWF Agreement;
- (vi) it is identifiable and verifiable, in particular being recorded in the accounts of the Sub-contractor and determined according to the usual cost accounting practices of the Sub-contractor;
- (vii) it complies with applicable Law, in particular, on taxes, labour and social security (if any); and
- (viii) it is reasonable, justified and complies with the principles of sound financial management, in particular value for money and cost.

7.2.2 The following types of cost shall not be acceptable under Clause 7.2.1, even if the relevant cost meets the criteria set out in Clause 7.2.1:

- (i) debt and debt service charges (interest);
- (ii) provisions for future losses and debts;
- (iii) currency exchange losses;
- (iv) cost resulting from commitments relating to any suspended Services during the period of suspension;
- (v) deductible or recoverable VAT;
- (vi) in-kind Contributions;
- (vii) costs related to return on capital and dividends paid;
- (viii) interest owed, with the exception of negative interest;
- (ix) bank costs;
- (x) excessive or reckless expenditure;
- (xi) costs as per the terms and conditions of any applicable Conditionality Decision; and
- (xii) costs that are part of the Sub-contractor's normal activities (i.e. not undertaken only because of This Agreement).

7.2.3 Subject to the Sub-contractor performing the Services (tasks, activities and Deliverables) and its other obligations under This Agreement, Météo-France will pay the Price to the Sub-contractor in accordance with This Agreement.

7.2.4 Save to the extent that the Sub-contractor's expenses are included in the Price, Météo-France shall not reimburse any of the Sub-contractor's expenses. The Pre-Agreed Price shall be the entire amount payable by Météo-France for the associated Services as defined in Clauses 7.2.1 and 7.2.1.2, and the Sub-contractor shall not be entitled to any other payment in relation to such Services and obligations under This Agreement.

7.3 Payment process

7.3.1 Performance verification

7.3.1.1 The performance will be verified based on completion to ECMWF's satisfaction of all related Services (tasks, activities and Deliverables) as specified under the ECMWF Agreement as to achieve the payment milestone (as set out in the payment plan of the ECMWF Agreement).

7.3.1.2 The Sub-contractor shall notify Météo-France by email as soon as the Sub-contractor considers that the payment milestone has been reached through an adequate justification of the milestone completion, but not later than 15 days before the date of the payment milestone as set out in Clause 7.4.

7.3.1.3 Météo-France shall assess the payment milestone completion by the Sub-contractor on the basis of the progress of the work, fitness for purpose of deliverables, and quality of documentation.

7.3.1.4 A dedicated review meeting with the Sub-contractor or other form of communication with the Sub-contractor may be carried out to assess payment milestone completion and/or any outstanding activities.

7.3.2 Notice of Acceptance

7.3.2.1 Based on ECMWF's assessment of whether the relevant payment milestone as set out in clause 4.5.3 of the ECMWF Agreement has been achieved, ECMWF will send a Notice of Acceptance or notice of the need for Météo-France to take some form of remedial action. The Sub-contractor will be informed by Météo-France about the Notice of Acceptance or a notification of the need for remedial action within the Anticipated review time (45 days) as indicated in the payment plan of the ECMWF Agreement.

7.3.2.2 In case of a need for remedial action, the Anticipated review time remains the same but counting from the date that Météo-France notifies ECMWF that all remedial actions have been closed and it is ready for review.

7.3.3 Invoice and payment

7.3.3.1 The Sub-contractor shall raise an invoice in EUR upon reception of a notice of acceptance from Météo-France reflecting the price Accepted by ECMWF. Payments shall be made by Météo-France to the Sub-contractor in EUR.

7.3.3.2 The payments of Météo-France, including the final payment to the Sub-contractor will take place, in any case, only when Météo-France has sent the notice of acceptance to the Sub-contractor and when corresponding funds from ECMWF have been received by Météo-France, including the funds for the final payment. Should these funds be lower than planned, the payment to the Sub-contractor will be reviewed and made on a pro rata basis.

7.3.3.3 Météo-France will pay within forty five (45) calendar days after receiving the funds as per Clause 7.3.3.2 and the receipt of an invoice by the Sub-contractor which is correct and in a form acceptable to Météo-France accompanied by a copy of any relevant notice of acceptance issued by Météo-France, to the bank account set out in Clause 4.2.2. The invoice

shall be addressed in electronic format to the Contract Officer as specified in Clause 4.2.1 of This Agreement.

7.3.3.4 If any amount is to be recovered by Météo-France under the terms of This Agreement and according to the provisions set out in clause 5.3 (Recovery) of the ECMWF Agreement, the Sub-contractor shall repay Météo-France the amount in question to the bank account defined in Clause 4.2.1.

7.3.3.5 The Sub-contractor shall be responsible for any bank charges made in respect of receipt or management of payments from Météo-France.

7.3.3.6 The Sub-contractor shall notify Météo-France immediately of any changes to its bank account details.

7.4 Payment plan

7.4.1 The Services will be covered under the following payment method: Pre-Agreed Price (PAP).

7.4.2 The payment plan for the term to This Agreement together with the Term of The Previous Agreement, that is, from 1 September 2022 until 30 April 2026, as laid down in the table hereafter has been agreed between the Parties.

The Sub-contractor shall not be entitled to any other payment other than those provided for in payment milestones 4, 5, 6, 7 and 8. Payment Milestone 1, 2 and 3 have already been paid by Météo-France in the framework of The Previous Agreement.

Payment Plan

CHMI								
Overall Maximum Contract Budget				Duration		Amount (EUR)		
				44 months		693 125,00		
Payment Milestone number	Payment method	Anticipated date of payment; Milestone completion	Period of activities / Milestone covered	Activities and Deliverables covered by payment Milestone	Payment amount (EUR)	Percentage	Cumulative budget (EUR)	Anticipated review time (days)
PM1*	PAP	01/09/2022						/
PM2	PAP	15/06/2023						45
PM3	PAP	30/12/2023						45
PM4	PAP	30/04/2024						45
PM5	PAP	31/12/2024						45
PM6	PAP	30/06/2025						45
PM7	PAP	31/12/2025						45
PM8	PAP	30/04/2026						
M330.10.3.2, M330.12.2, M330.12.3, M330.9.2.6								
* Météo-France reserves the rights to re-claim the payment on a pro-rata basis in case the contractor fails to perform as defined in the contract						99,4%		