Docusign Envelope ID: 217B65E0-89D0-4546-98DA-05A7601905A6

Service Agreement
for the Provision of
ECMWF Open Data Products/Advanced Web Services

Reference ID: DS-9751

Version: 1 (September 2025)

Between

THE EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS, an inter-governmental organisation, governed by its Convention and associated Protocol on Privileges and Immunities, with headquarters at Shinfield Park, Reading, RG2 9AX, United Kingdom

("**ECMWF"**)

And

Organisation Name of the Data User *This shall be the name of the organisation that is receiving the Services.*	**Global Change Research Institute CAS**
Organisation Address of the Data User	Bělidla 986/4a 603 00 Brno Czech Republic

This Service Agreement governs the provision of Open Data Products/Advanced Web Services by ECMWF to the Data User ("**Agreement**"). The Agreement shall be applicable in conjunction with the ECMWF Product Distribution Rules.

In the terms of this Agreement, ECMWF and the Data User may each be referred to as a "**Party**" or, collectively as "**Parties**".

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Scope of the Agreement

Service Type:	MARS WebAPI	
Real-Time Data Dissemination Characteristics (delete if not applicable)	Volume Band: **N/A**	Service Pack: **N/A**
Fee Waiver Applicable	No	
Service Term	Start Date: **2026-02-15**	End Date: **2027-02-14**
Total Service Charges	**3,000.00 EUR**	

SERVICE CHARGES INVOICING AND PAYMENT

The Service Charges will be invoiced according to the following schedule:

Annual payment schedule:		
Instalment number:	Invoice date:	Amount:
1	2026-02-14	3,000.00 EUR

The Data User shall pay the Service Charges due within thirty (30) days of receipt of the relevant invoice.

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Article 1 – Definitions

1.1 In this Agreement, the following words and phrases shall have the following meanings, except where the context requires otherwise:

Advanced Web Services: Geographical Information Service provided via ECMWF's interactive ecCharts or similar services, including the Web Map Services (WMS) layers.

Archive Catalogue Products: A subset of the full MARS Catalogue structured to match the Real-Time Catalogue wherever technically feasible and which have an open licence whereby redistribution, commercial and research use are permitted by all users subject to the appropriate attribution.

Distribution: Controlled transmission or supply to clearly identified and known users.

Fee Waiver: Removal or reduction of the Service Charges.

MARS Catalogue: The entire ECMWF MARS Archive system, including Restricted Products, Archive Catalogue Products, specialist datasets, experimental data, Member State datasets, and observations.

Non-Valid Products/Advanced Web Services: Any meteorological data in the form of pictures, charts, text, WMS layers, or data files for which the verification time is twenty- four (24) or more hours ago and cannot be used as a prediction.

Open Data Licence: The licence agreement under which an Open Data Product/Advanced Web Service is released.

Open Data Products/Advanced Web Services: Products from the Real-Time Catalogue and/or Advanced Web Services that have been approved by the ECMWF Council to have an open licence whereby redistribution, commercial and research use are permitted by all users subject to the appropriate attribution, as well as Archive Catalogue Products.

Products: Meteorological information in the form of pictures, charts, text, or data files resulting from the transformation or processing of data sets by the ECMWF forecasting system, irrespective of the verification time or licence type, including Valid Products, Non-Valid Products, Open Data Products, Restricted Products, and optional programme products.

Real-Time Catalogue: A collection of Products, designed by ECMWF and approved by the Director-General.

Restricted Products: Products that are not in the Real-Time Catalogue and are subject to specific access, Distribution or usage conditions.

Service(s): Services related to the provision by ECMWF to the Data User of Open Data Products/Advanced Web Services under the terms and conditions of this Agreement.

Service Charge(s): The fees payable to ECMWF for the Services.

Valid Products/ Advanced Web Services: All (real-time) meteorological information in the form of pictures, charts (incl. ecCharts), text, WMS layers, or data files resulting from the transformation or processing of data sets by the ECMWF forecasting system for which the verification time is less than twenty- four (24) hours ago and that can be used as a prediction.

Article 2 – Purpose and Scope

2.1 This Agreement sets out the terms and conditions for the provision of the Services by ECMWF to the Data User, including but not limited via Real-Time Data Dissemination, MARS WebAPI access, Advanced Web Services access, and/or access to/use of any applications/platforms/infrastructures/interfaces to this effect as per the respective Real-Time Data Dissemination Service pack of the Data User.

2.2 The specific Services to be provided under this Agreement are those noted on the first page of this Agreement and in the corresponding ECMWF Quote, and can be either or all of the below:

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(i) Real-Time Data Dissemination (by volume band and Service pack)

(ii) MARS WebAPI access

(iii) Advanced Web Services access

2.3 If the Data User holds a Silver or Gold Service pack for the Real-Time Data Dissemination, access will be granted to the following interfaces:

(i) Product Requirements Editor (PREd)

(ii) ECPDS Product Dissemination System

2.4 Descriptions and specifications of the different types of Services can be found on the following links:

(i) Real-Time Data Dissemination: https://www.ecmwf.int/en/forecasts/access-forecasts/data-delivery, as the overview of the different Service packs is available on the following link: https://confluence.ecmwf.int/display/DAC/Service+Charges%3A+From+01+July+2024;

(ii) MARS WebAPI access: https://www.ecmwf.int/en/computing/software/ecmwf-web-api;

(iii) Advanced Web Services access: https://eccharts.ecmwf.int/forecaster;

(iv) Product Requirements Editor (PREd): https://products.ecmwf.int/requirements/; and

(v) ECPDS Product Dissemination System: https://diss-monitor.ecmwf.int/do/start;

or may be provided by ECMWF to the given Data User.

The above-referred descriptions and specifications are subject to modification in accordance with Article 5 below.

2.5 The Agreement is applicable to the Data User in addition to: (i) ECMWF Product Distribution Rules (available at: https://www.ecmwf.int/sites/default/files/2023-07/ECMWF_Product_Distribution_Rules.pdf); (ii) any terms and conditions associated with the use of the respective applications/platforms/infrastructures/interfaces for the use of the Services; and (iii) any terms and conditions associated with the use of the Open Data Products/Advanced Web Services. For avoidance of doubt, the Open Data Products/Advanced Web Services are released under the Creative Commons Attribution 4.0 International (CC-BY-4.0) licence unless otherwise stated.

Article 3 – Term of the Agreement. Service Term.

3.1 This Agreement shall be in effect for the entire Service Term as indicated on the first page of this Agreement, unless terminated earlier in accordance with the provisions herein. To this effect, the Agreement shall enter into force on the Start Date indicated on the first page of this Agreement and shall remain in effect until the End Date.

3.2 The term of this Agreement, and respectively the Service Term, are not subject to automatic extension. If the Parties agree to continue with the provision, and respectively the receipt of the Services, a new agreement or amendment to this effect shall be signed by the Parties.

Article 4 – Service Provision Conditions. Acceptable Use.

4.1 Use of the Services requires prior registration with the application/platform/infrastructure/interface as noted in the respective Service Specifications.

4.2 The number of authorised users per the Data User for the given Service's application/infrastructure/interface will be defined by ECMWF in the respective Service Specifications/Service packs and/or communicated in writing.

4.3 User accounts where there has been no login activity on the ECMWF single sign-on (SSO) for access to ECMWF web or computing services for more than eighteen (18) calendar months will be disabled.

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4.4 The Services may be unavailable from time to time for scheduled maintenance or due to unforeseen circumstances.

4.5 Registration and access to the ECMWF application/platform/infrastructure/interface for the use of the Services shall be in accordance with the ECMWF Password Management Policy for Web Users (which can be found at: https://www.ecmwf.int/sites/default/files/2025-04/ECMWF-InfoSec-A05-04-PO - Password Management Policy for Web Users.pdf) and shall follow the below:

(i) Time-based One-Time Passwords (TOTPs) are personal access tokens and, like user identifiers, are granted to the Data User for their sole use and for the use of the authorised users as outlined in Article 4.2 above.

(ii) The underlying authentication process is based on the access to TOTP tokens; hence devices running TOTP applications must be kept securely (similar to credit cards).

(iii) Login passwords and the PINs of TOTP applications must be kept confidential and must not be disclosed to other persons other than the authorised users as outlined in Article 4.2 above.

The Data User shall:

(i) employ non-trivial passwords and PINs;

(ii) safeguard TOTPs granted to them against physical access by other persons;

(iii) change passwords or PINs whenever there is any indication that they have been compromised; and

(iv) use their access only for the purpose for which access to the application/platform/infrastructure/interface for the use of the Services has been granted.

4.6 The Data User is responsible for all activities that occur under their account in the application/platform/infrastructure/interface for the use of the Services. The Data User is responsible for properly using the Services to secure and protect their accounts in a manner that provides appropriate security and protection from unauthorised access, including but not limited to maintaining the confidentiality of and protecting their access credentials (e.g. private keys or passwords).

4.7 The Data User shall keep all their registered information correct and up to date.

4.8 The Data User shall ensure that no damage is caused to any products, data or services of any other data user or ECMWF.

4.9 If the Data User becomes aware that their account is compromised or becomes aware of any non-permitted activity or any other security breach, they shall immediately change their password and contact ECMWF.

4.10 The Data User shall not use the Services and application/platform/infrastructure/interface for the use of the Services for illegal, unethical, or non-authorised purposes, including but not limited to breaching or circumventing any administrative or security controls. To this effect, the Data User shall not:

(i) store, share, or distribute content that is illegal, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable;

(ii) engage in any copyright infringement, fraud, and unauthorised access to data;

(iii) distribute malware, viruses, or any other harmful software;

(iv) engage in activities that disrupt Services, ECMWF operations or harm other users;

(v) generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements, or other solicitations (“spam”);

(vi) attempt to gain unauthorised access to any systems, networks, or data, including attempting to bypass security measures or access accounts that do not belong to the Data User;

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(vii) use the Services and the application/platform/infrastructure/interface for the use of the Services in a manner that excessively consumes resources, such as bandwidth, storage, or processing power, which could negatively impact other users.

4.11 The Data User shall ensure that all of the users that access and use the Services comply with the terms and conditions of this Agreement and any other ECMWF usage guidelines, communicated to the Data User from time to time.

4.12 Default and the consequences thereof shall be governed by the laws of England and Wales. In addition, default by the Data User of its obligations under this Agreement shall entitle ECMWF to suspend or terminate this Agreement as outlined in Article 6. ECMWF shall furthermore be entitled to full damages regardless of whether this Agreement is suspended or terminated.

4.13 Further to Article 4.12 above and any other remedies available to ECMWF as per this Agreement or the applicable laws, serious violations may be reported to law enforcement authorities and/or could result in criminal and/or civil liability.

Article 5 – Service Modifications and Discontinuation

5.1 ECMWF may modify, reclassify or discontinue the provision of any or all of the Services by providing the Data User with a three (3) months' prior written notice.

5.2 The Data User may at any time request modification of the Service pack and/or the volume band of the Real-Time Data Dissemination, as long as this change leads to an upgrade of the respective Service pack and/or volume band. If the change is agreed by ECMWF, the Service Charges shall be adjusted accordingly.

Article 6 – Suspension and Termination

6.1 ECMWF may suspend the Services at any time, with or without prior notice to the Data User, in the event of violation of the Agreement by the Data User.

6.2 ECMWF may suspend or terminate the Services, at any time, with or without prior notice to the Data User, in case of:

(i) a decision by the ECMWF Council and/or committees;

(ii) sanctions or other legal limitations imposed with respect to the Data User; or

(iii) regulatory or legal requirements prohibiting or restricting ECMWF from providing Services to the Data User.

6.3 Either Party may terminate this Agreement at any time by providing the other Party with a three (3) months' prior written notice.

6.4 Either Party may terminate this Agreement immediately upon a material breach by the other Party. If the breach is capable of remedy, the breaching Party shall have thirty (30) days from receipt of written notice to remedy the breach.

6.5 Upon termination of the Agreement:

(i) all rights to use the Services shall immediately cease;

(ii) all Service Charges due up to the effective date of termination of the Agreement shall become immediately payable; and

(iii) the Service Charges for the period after the effective date of termination of the Agreement shall be reduced pro rata to reflect the portion of the Service Term in which the Services were not provided, unless the termination is due to Data User's material breach when all Service Charges shall remain payable in full.

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Article 7 – Service Charges, Payment, and Taxation

7.1 In exchange for the provision of the Services, the Data User shall pay ECMWF the Service Charges listed on the first page of this Agreement within thirty (30) days of date of the respective ECMWF invoice.

7.2 ECMWF will issue the invoice(s) for the Service Charges due according to the invoicing schedule outlined on the first page of the Agreement.

7.3 All payments shall be made to the following ECMWF account:

Barclays Bank, 1-3 Haymarket Towers, Leicester, Leicestershire, LE1 1WA, UK
Bank code: 20-11-82
Account No.: 44544833
Swift code: BARCGB22
IBAN: GB52 BARC 2011 8244 5448 33

7.4 Late payments shall accrue interest at a rate of 5% above the three-month EUR market rate, calculated from the due date until payment is received in full.

7.5 ECMWF reserves the right to amend the Service Charges, as Service Charges' increases will be communicated to the Data User with a minimum of six (6) months prior written notice and Service Charges' decreases- with a one (1) month prior written notice.

7.6 All Service Charges are exclusive of any local or national taxes, levies, duties or similar governmental assessments ("**Taxes**") that may be applicable in the Data User's jurisdiction.

7.7 The Data User shall be fully responsible for the payment of any such Taxes imposed in connection with this Agreement, the use of the Services, or any related transactions.

7.8 Payments to ECMWF shall be made in full, without deduction or set-off for any Taxes. If the Data User is required by law to withhold or deduct Taxes from a payment, the Data User shall pay such additional amounts as necessary to ensure ECMWF receives the full invoiced amount.

7.9 ECMWF is an intergovernmental organisation established by Convention with a Protocol on Privileges and Immunities. ECMWF is exempt from UK taxes, including VAT, and is not required to be VAT- registered. To this effect, ECMWF does not have a VAT number, and no VAT will be applied to invoices issued under this Agreement.

Article 8 – Ownership, Intellectual Property Rights, Licences

8.1 All Intellectual Property Rights in the Open Products and Open Advanced Web Services remain the exclusive property of ECMWF.

8.2 The Data User shall not claim ownership or authorship of the Open Products/Advanced Web Services. The Data User shall only use the Open Products and Open Advanced Web Services provided and/or accessed as a result of the Services under the terms of the licence attributed to them, as updated from time to time by ECMWF.

8.3 Use of third-party software and/or applications, either pre-installed on the applications/platforms/infrastructures/interfaces for the use of the Services or installed by the Data User, shall be in line with the applicable third-party software licence(s).

Article 9 – Warranty and Liability

9.1 Each Party warrants that it has the legal authority to enter into this Agreement.

9.2 ECMWF does not warrant that the Services are error-free, uninterrupted, or fit for any particular purpose. All Services are provided "as is, on a "best effort" basis and 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,

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punitive, exemplary or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise), arising out of the use of or the inability to use the Services and/or the applications/platform/infrastructures/interfaces for the use of the Services, whether or not that Party had been informed of or was aware that there was a serious possibility of such loss.

9.3 Neither Party shall be liable to the other under any cause of action for any loss of profit or loss of revenue (whether direct or indirect); any indirect loss; loss of goodwill, reputation or opportunity; or any loss of or corruption of data, or any other indirect, incidental, or consequential damages, however so arising out of or in connection with this Agreement whether or not that Party had been informed of or was aware that there was a serious possibility of such loss.

9.4 ECMWF's entire liability under this Agreement shall not exceed the total Service Charges paid under this Agreement.

9.5 Notwithstanding any contrary provision in this Agreement, neither Party limits or excludes its liability in respect of any death or personal injury caused by its negligence; any fraud; or any statutory or other liability which cannot be excluded or limited under applicable law.

9.6 ECMWF shall not be liable for any loss resulting from the discontinuation of any Service or a Product.

Article 10 – Force Majeure

10.1 Neither Party shall be liable for failure to fulfil its obligations under this Agreement if such failure is caused by circumstances beyond its reasonable control and which could not reasonably have been foreseen or prevented.

10.2 For the avoidance of doubt, delays due to internet transmission errors or interruptions are considered force majeure events.

Article 11 – Governing Law and Dispute Resolution

11.1 This Agreement is governed by and shall be construed in accordance with the laws of England and Wales.

11.2 The Parties shall attempt to settle any dispute between them in an amicable manner. If the dispute cannot be so settled, it shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said rules; sitting in London, England. The proceedings shall be in the English language.

11.3 In accordance with Sections 45 and 69 of the Arbitration Act 1996, 6, the right of appeal by either Party to the English courts on a question of law arising in the course of any arbitral proceedings or out of an award made in any arbitral proceedings is hereby agreed to be excluded.

11.4 Nothing in this Agreement shall constitute a waiver of the privileges and immunities conferred on ECMWF by virtue its Convention and Protocol.

Article 12 – Assignment

The Data User shall not assign, transfer or subcontract any of its rights or obligations under this Agreement without prior written consent from ECMWF.

Article 13 – Waiver

13.1 Failure or delay by either Party to exercise any right under this Agreement shall not constitute a waiver of that right.

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13.2 A waiver of any provision or breach shall not constitute a waiver of any subsequent provision or breach.

Article 14 – Entire Agreement

14.1 This Agreement with the corresponding ECMWF Quote, as referred on the first page of the Agreement constitute the entire agreement between the Parties in relation to the Services and supersedes all prior communications.

14.2 Any terms and conditions contained in the Data User's purchase orders, business standards, policies, or procedures shall have no legal effect to the Parties.

14.3 Amendments to this Agreement shall be made in writing and signed by both Parties.

By the application of an authorised signature, by hand or by electronic signature, the Parties each show their intention and willingness to be bound by the terms of this Agreement, with effect from the Start Date.

on 15 January 2026 | 13:22 GMT (date)

For ECMWF

[redacted](signature)

Xiaobo Yang

(name and position)

Data Support Team Leader

on 15 ledna 2026 | 12:54 GMT (date)

For the Data User

[redacted].(signature)

Michal V. Marek

(name and position)

Director

and

[redacted]

Dr Florian Pappenberger

Deputy-Director General and Director Forecasting Services