

**CO-OPERATION AGREEMENT BETWEEN
THE EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS
AND THE GOVERNMENT OF MONTENEGRO**

*Approved by the Council at its 66th session (December 2006)
(ECMWF/C/66(06)M para. 124)*

Entry into force of the Agreement on 5 November 2007

As provided for by Article 3 of the Convention establishing the European Centre for Medium-Range Weather Forecasts (hereinafter referred to as the Convention);

Considering that the Republic of Montenegro wishes in accordance with international meteorological traditions to co-operate with the European Centre for Medium-Range Weather Forecasts (hereinafter referred to as the Centre);

The Centre and the Government of Montenegro (hereinafter referred to as **the Parties**) agree to conclude a Co-operation Agreement in the following terms:

Article 1

Being in full agreement with the objectives of the Centre as defined in Article 2 of the Convention, Montenegro shall make available to the Centre all meteorological observations made or collected by Government agencies or institutions, as required.

Article 2

Montenegro shall be granted, free of charge, for its own requirements in the field of weather forecasting, a non-exclusive licence and any other non-exclusive rights of use in respect of industrial property rights, computer programs and technical information which result from work carried out pursuant to the Convention and which belong to the Centre.

Article 3

Unless otherwise agreed between the parties, the products received from the Centre under the terms of this Agreement may not be communicated to third parties (non-Member Governments or private entities), nor sold for commercial purposes. Montenegro will adhere to the rules and guidelines governing the distribution of results from the Centre's work, and the dissemination of the Centre's products, adopted by the Council of the Centre and applying to the Member States.

Article 4

The application and utilisation of the products received from the Centre under the terms of this agreement shall in no way engage the responsibility of the Centre.

Article 5

The results of the studies and research provided for in Article 2(1)(a) and (c) and the data referred to in Article 2(1)(b) and (d) of the Convention will be made available to the meteorological office of Montenegro in the same form as to the meteorological offices of the Member States.

Article 6

The Centre shall not incur any expenses in connection with the submission of its meteorological products to Montenegro or with the establishment or maintenance of a telecommunication link between the Centre and the Republic of Montenegro.

Article 7

Montenegro shall have access to the training facilities of the Centre under the same selection procedure as applies to the Member States of the Centre. The Centre shall not incur any expenses in relation to the travel and subsistence costs of trainees from Montenegro.

Article 8

- i) The annual contribution of Montenegro to the Centre shall be one half of the contribution that Montenegro would have to pay under the provisions of Article 13(1) of the Convention were it a Member State.
- ii) The annual contribution of Montenegro to the Centre shall be paid before 20 March in accordance with Articles 12 and 13 of the Convention.
- iii) In the event of Montenegro requesting special services not provided for in this Agreement, Montenegro and the Centre shall enter into an additional agreement which shall lay down the terms and conditions of implementation, the nature of any possible contribution and the remuneration for the services rendered.
- iv) If the amount of its unpaid contributions exceeds the amount of the contributions due from it under Article 8(i) for the current financial year and for the preceding financial year, Montenegro shall lose its right to representation on the ACCS, and the results of the studies and research provided for in Article 2(1)(b) and (d) of the Convention will no longer be made available to the meteorological office of Montenegro.

Article 9

The Single Additional Contribution due by Montenegro, as provided for by Article 13.3, second subparagraph, of the Convention, was already paid as part of the Single Additional Contribution related to the Co-operation Agreement with the State Union of Serbia & Montenegro, signed on 13 December 2002.

Article 10

- i) With regard to representation at sessions of the Council and its Advisory Committees, Montenegro shall be a member of the Advisory Committee of Co-operating States (ACCS).
- ii) The ACCS shall be invited to be represented at sessions of the Council and its relevant Advisory Committees by its Chairperson.

Article 11

Any dispute between the parties concerning the interpretation or the application of the provisions of this or any additional agreement subsequently entered into, which cannot be settled through direct negotiation, shall be referred to arbitration on the request of either of the Parties. The arbitration procedure shall be in accordance with the provision laid down in Article 17 of the Convention.

Article 12

In the case of armed conflict resulting in the rupture of communications between the Centre and Montenegro neither party shall be held responsible for failing to fulfil its obligation under this agreement. In this case either party shall be entitled to suspend the implementation of the agreement, by unilateral decision or by mutual agreement with the other party.

Article 13

- i) Upon signature of both Parties, this Agreement shall enter into force on the day of signing.
- ii) This co-operation agreement shall be terminated either by dissolution of the Centre or by denunciation in writing by either party.
- iii) Denunciation by either party shall take effect at the end of the second financial year following the year during which notice is given and Montenegro shall remain bound to contribute in accordance with the provisions of Article 8 of this agreement towards financing all commitments entered into by the Centre before such denunciation.

IN WITNESS WHEREOF, the undersigned being duly authorised, have signed this Agreement.

Signed in Podgorica on: November 5th, 2007

For the European Centre For Medium-Range Weather Forecasts For the Government of Montenegro

Signed

Signed

Dominique Marbouty
Director

Prerag Nenezič
Minister of Tourism and Environmental
Protection