

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

*Approved by the Council at its 56th session (June 2002)
(ECMWF/C/56M(02)1 Rev. 1 para. 120)
Entry into force of the Agreement on 22 December 2003*

The European Centre for Medium-Range Weather Forecasts and Romania, (hereinafter referred to as “the Parties”),

As provided for by Article 3 of the Convention establishing the European Centre for Medium-Range Weather Forecasts, adopted in Brussels on October 11th 1973 (hereinafter referred to as the Convention);

Considering that Romania 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”);

Noting that a Europe Agreement, establishing an association, has been concluded between Romania and the European Communities;

Noting that Romania is a member of the European CO-operation in the field of Scientific and Technical Research;

have agreed as follows:

Article 1

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

Article 2

Romania 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 States or private entities), nor sold for commercial purposes. Romania 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 shall be made available to the meteorological office of Romania 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 Romania or with the establishment or maintenance of a telecommunication link between Romania and the Centre.

Article 7

Romania 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 Romania.

Article 8

- i) The annual contribution of Romania to the Centre shall be one half of the contribution that Romania would have to pay under the provisions of Article 13(1) of the Convention were it a Member State.
- ii) The annual contribution of Romania to the Centre shall be paid in accordance with Articles 12 and 13 of the Convention. One half of the annual contribution shall be paid before 20 January and the remaining half before 1 June of the financial year concerned.
- iii) In the event of Romania requesting special services not provided for in this Agreement, the Centre and Romania 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, Romania shall lose its rights to representation on the Advisory Committee of Co-operating States (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 Romania.

Article 9

With regard to the single additional contribution provided for by Article 13(3), second subparagraph, of the Convention, Romania shall pay a similar contribution which shall be one half of the amount that Romania would have to pay were it a Member State, but shall make a contribution only for expenditure incurred by the Centre for the ten year period immediately prior to this Agreement coming into force; the amount to be reduced by an amount corresponding to the operational costs of the Centre during that period.

Article 10

The single additional contribution from Romania shall be paid in five instalments, 20% of the contribution being paid before the end of the year in which this Agreement is concluded and 20% in each of the four financial years following the year in which the Agreement is concluded.

Article 11

11.1 With regard to representation at sessions of the Council and its Advisory Committees, Romania shall be a member of the ACCS.

11.2 The ACCS shall be invited to be represented at sessions of the Council and its relevant Advisory Committees by its Chairperson.

Article 12

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 13

In the case of armed conflict resulting in the rupture of communications between the Centre and Romania 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 14

- i) This co-operation agreement shall be terminated either by dissolution of the Centre or by denunciation in writing by either party.
- ii) Denunciation by either party shall take effect at the end of the second financial year following the year during which notice is given and Romania 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.

Article 15

This Agreement shall enter into force on the date of receipt by the Centre of the notification through which Romania informs on the completion of its internal legal procedures necessary for the entry into force of the present document.

Signed in two original copies, in the English language, in Bucharest, on May 21st, 2003.

For the European Centre for Medium-Range
Weather Forecasts

[signed]

David Burridge
Director

European Centre for Medium-Range Weather
Forecasts

For Romania

[signed]

Florin Stadiu
Secretary of State

Ministry of Water and Environmental Protection