

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

*Approved by the Council at its 59th session (December 2003)
(ECMWF/C/59/M(03)2 para. 182)*

Entry into force of the Agreement on 1 January 2008

The Slovak Republic, represented by the Minister of the Environment of the Slovak Republic

and

The European Centre for Medium-Range Weather Forecasts, represented by its Director,

TAKING INTO ACCOUNT that the Slovak Republic became Member State of the European Union on 1 May 2004,

NOTING that the Slovak Republic is a member of the European Co-operation in the Field of Scientific and Technical Research (COST),

CONSIDERING that the Slovak Republic wishes in accordance with international meteorological tradition to co-operate with the European Centre for Medium-Range Weather Forecasts (hereinafter referred to as the Centre),

TAKING INTO ACCOUNT that the Centre, in order to attain its objectives, may conclude co-operation agreement with States which are not members of the Centre,

HAVE AGREED AS FOLLOWS:

Article 1

Being in full agreement with the objectives of the Centre the Slovak Republic shall make available to the Centre all meteorological observations made or collected by Government agencies or institutions, as required.

Article 2

The Slovak Republic shall be granted by the Centre, 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 the Centre's work and which belong to the Centre.

Article 3

The Slovak Republic will adhere to the rules and guidelines governing the use of the industrial property rights, computer programs and technical information belonging to

the Centre, the distribution of results from the Centre's work and the dissemination of the Centre's products, as the Council of the Centre may specify them.

Article 4

The results of the Centre's studies and research will be made available to the meteorological service of the Slovak Republic in the same form as to the meteorological offices of the Member States of the Centre.

Article 5

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

Article 6

The Slovak Republic 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 the Slovak Republic.

Article 7

1. The annual contribution of the Slovak Republic to the Centre shall be one half of the contribution that the Slovak Republic would have to pay were it a Member State, paid in convertible currency and based on the scale which shall be adopted every three years by the Council and which shall be based on the average gross national income over the last three calendar years for which there are statistics.
2. The annual contribution of the Slovak Republic to the Centre shall be paid as if the Slovak Republic were a Member State. One half of the annual contribution shall be paid before 20 January and the remaining half before 1 June of the financial year concerned.
3. In the event of the Slovak Republic requesting special services not provided for in this Co-operation Agreement, the Slovak Republic 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.
4. If the amount of its unpaid contributions exceeds the amount of the contributions due from it under Article 7(1) of this Co-operation Agreement for the current financial year and for the preceding financial year, the Slovak Republic shall lose its right to representation on the Advisory Committee of Co-operating States (ACCS), and the results of the Centre's studies and research will no longer be made available to the meteorological service of the Slovak Republic.

Article 8

The Slovak Republic shall pay, in addition to the contribution laid down in Article 7(1), a single additional contribution to the expenditure previously incurred by the Centre. It shall be one half of the amount that the Slovak Republic 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 Co-operation Agreement coming into force; the amount to be reduced by an amount corresponding to the operational costs of the Centre during that period.

Article 9

The single additional contribution from the Slovak Republic shall be paid in five instalments, 20 % of the contribution being paid before the end of the financial year in which this Co-operation Agreement is concluded and 20 % before the end of each of the four subsequent financial years.

Article 10

1. With regard to representation at sessions of the Council and its Advisory Committees, the Slovak Republic shall be a member of the ACCS.
2. The ACCS shall be invited to be represented at sessions of the Council and its relevant Advisory Committees by the ACCS Chairperson.

Article 11

1. Any dispute between 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 unless the parties agree within three months on another form of settlement. The arbitration procedure shall be in accordance with the provisions of Articles 11(2) and 11(3).
2. Each party shall appoint one member of the arbitration tribunal within two months from the date on which the request referred to in paragraph 11(1) is received. These members shall, within two months of the appointment of the second member, appoint a third member who shall be the chairman of the tribunal. If the appointment of any of three members of the tribunal has not been made within the prescribed period, it shall be made by the President of the Permanent Court of Arbitration at the request of one of the parties.
3. The arbitration tribunal shall take decisions by a majority. Its decisions shall bind the parties to the dispute and no appeal shall lie against its awards. Each party shall bear the costs of the member of the tribunal appointed by it and those relating to its representation at proceedings before the tribunal. Each party shall bear an equal share of the costs relating to the chairman of the tribunal and any other expenses, unless the tribunal decides otherwise. The tribunal shall determine its other rules of procedure.

Article 12

1. Where prevented by force majeure affecting the performance of the obligations of a party under this Co-operation Agreement, such party shall not be responsible for delay or failure of any kind, and the time for performance shall be extended, where appropriate, by a period equivalent to that during which performance is so prevented.
2. For the purposes of this Co-operation Agreement, “force majeure” shall mean any cause beyond the control of the party whose performance is thereby affected.

Article 13

1. Either party shall be entitled to suspend and/or terminate this Co-operation Agreement if:
 - (a) the other party shall have committed a material breach (or a series of breaches together amounting to a material breach) of its obligations under this Co-operation Agreement and shall have failed, if such breach is capable of remedy, to have remedied such breach within 30 days of being given notice by first party so to do; or
 - (b) armed conflict, whether or not including war, insurrection or acts of terrorism, shall have prevented or, in the opinion of the Centre, endangered the safe and uninterrupted supply of products and service by the Centre under this Co-operation Agreement; or
 - (c) the Centre is dissolved.
2. Any suspension pursuant to Article 13(1) shall become effective, unless otherwise agreed, immediately upon the service of notice in writing by the party entitled to serve it. All payments due and payable prior to the date of such suspension shall immediately become payable
3. Either party shall be entitled to terminate this Co-operation Agreement by notice in writing, without cause and without any breach having occurred, with effect from the date specified in Article 13(4).
4. Any termination pursuant to Articles 13(1) or 13(2) shall become effective, unless otherwise agreed, at the end of the second financial year following the year during which notice is given, or in the case of a termination by reason of the dissolution of the Centre, on the effective date of such dissolution. Subject to the provision of Article 13(2), all obligations of the parties under this Co-operation Agreement shall remain in place up to the effective date of such termination.

This Agreement shall enter into force on the 1 January 2008.

Done in two originals in the Slovak and English language. In case of any dispute the English version shall prevail.

In

In

On

On

For the Government of the
Slovak Republic

For the European Centre for
Medium- Range Weather Forecasts

Jaroslav Izák
Minister of the Environment of
the Slovak Republic

Dominique Marbouty
Director

