

**AGREEMENT  
FOR  
THE ESTABLISHMENT OF THE  
ECONOMIC INTEREST GROUPING  
EUMETNET**

# **AGREEMENT FOR THE ESTABLISHMENT OF THE ECONOMIC INTEREST GROUPING EUMETNET**

between the following National Meteorological Services (NMS):

1. NMS Austria, Zentralanstalt für Meteorologie und Geodynamik, a governmental research organisation, established by imperial decree on 23 July 1851 which has been amended by the research organization law Forschungsorganisationsgesetz BGBl Nr. 341/1981, represented by its Director Dr. Fritz Neuwirth, having its registered office at Hohe Warte 38, A-1190, Vienna, Austria;
2. NMS Belgium, Royal Meteorological Institute of Belgium, service of the State with separated management, created by Royal decree on 21 December 1986, with VAT number BE0349.294.822, represented by its Director-General, Dr Henri Malcorps, having its registered office at Ringlaan 3 , 1180 Brussels, Belgium;
3. NMS Denmark, Danish Meteorological Institute (Danmarks Meteorologiske Institut), a state institution created by parliament decision in December 1989, with identification number 1815 9104, represented by its Director General, dr. Peter Aakjær, having its registered office at Lyngbyvej 100, 2100 Copenhagen, Denmark;
4. NMS Finland, Finnish Meteorological Institute (Ilmatieteen laitos), an institute created by the law of the Finnish Meteorological Institute, Laki ilmatieteen laitoksesta 22.12.1967/585, with VAT number FI02446647, represented by Director General, Prof. Petteri Taalas, having its registered office at Erik Palménin aukio 1, FI - 00560 Helsinki, Finland;
5. NMS Germany, Deutscher Wetterdienst, a public-law institution with partial legal capacity under the department of the Federal Ministry of Transport, Building and Urban Affairs, set up by the Law of the Deutscher Wetterdienst of 10 September 1998, last amended by Article 10 of the Gesetz zur Errichtung eines Bundesaufsichtsamtes für Flugsicherung und zur Änderung und Anpassung weiterer Vorschriften of 29 July 2009, with VAT number DE221793973,

- represented by President Wolfgang Kusch, having its registered office at Frankfurter Strasse 135, 63067 Offenbach, Germany;
6. NMS Greece, Hellenic National Meteorological Service, service of the State under the Ministry of Defence, established by Law 5258 on 8 August 1931 and operating under Law 2292 of 15 February 1995 and Presidential Decree 161 of 3 July 1997, represented by its Director Lieutenant General (HAF) Odysseas Galanopoulos, having its registered office at El.Venizelou 14, 16777 Helliniko, Athens, Greece;
  7. NMS Hungary, Hungarian Meteorological Service, an independent central institution under the guidance of the Minister of Environment and Water, latest Governmental Decree no.277/2005. (XII. 20.), with identification number 15311760241, represented by its President, Dr. László Bozó, having its registered office at H-1024 Budapest, Kitaibel Pál utca 1., Hungary;
  8. NMS Iceland, Icelandic Meteorological Office (IMO), a State institution created by parliament decision 11.6.2008, with identification number 99733, represented by its Director General, Dr. Árni Snorrason, having its registered office at Bustadavegur 9, IS-150 Reykjavik, Iceland,
  9. NMS Ireland, Met Éireann - The Irish Meteorological Service, A Line Division of the Department of the Environment, Heritage and Local Government, established by the Meteorological Services (Re-distribution of Public Services) Order, 1936, under the provisions of the Ministers and Secretaries Act, 1924, and transferred to the Department of the Environment and Local Government by Statutory Instrument No. 303 of 2002, represented by its Director Mr. Declan Murphy, having its registered office at Met Éireann, Glasnevin Hill, Dublin 9 Ireland.
  10. NMS Italy, Stato Maggiore Aeronautica Militare - Ufficio Generale Spazio Aereo e Meteorologia (USAM), established by Royal Decree (RD) n. 64 dated 24.1.1923 followed by RD n. 496 dated 2.4.1925, with identification number 05824830961, represented by Mr Massimo Capaldo the Head of the Meteorological Department

- of USAM as delegated explicitly by the Minister of Defence having its registered office at Viale dell'Università 4 - 00198 Rome – Italy;
11. NMS Latvia, Latvian Environment, Geology and Meteorology Centre, established pursuant to Order of Cabinet of Ministers (Nr. 448, 01. 07. 2009), with VAT number LV 50103237791, represented by its Chairman of the Board, Dr Andris Leitass, having its registered office at 165 Maskavas Str. Riga, LV-1019 Latvia;
  12. NMS Luxembourg, Service météorologique de Luxembourg, service of the State of the “Administration de la navigation aérienne”, pursuant to the law of 21 December 2007, represented by its “chef de service”, Mr. Claude Alesch, delegate of the Grand Duchy of Luxembourg via letter of the PR of Luxembourg to OMM from 11 November 2003, having its registered office at 4, route de Trêves L-2632 Luxembourg;
  13. NMS Netherlands, Royal Netherlands Meteorological Institute (Koninklijk Nederlands Meteorologisch Instituut), a governmental Agency under the Ministry of Transport, Public Works and Water Management, established by Royal Decree on 31 January 1854, with VAT number NL003214412B14, represented by its Director-General, Dr. Frits J.J. Brouwer, having its registered office at Wilhelminalaan 10, NL-3732 GK De Bilt, The Netherlands;
  14. NMS Norway, Norwegian Meteorological Institute (Meteorologisk institutt), a governmental institution, which is part of the Norwegian Government. of which the status and mandate is defined by Royal Decree dated 9 December 2005, with VAT number NO33507704, represented by its Director General, Professor Anton Eliassen, having its registered office at P.O. Box 43 Blindern, Niels Henrik Abels vei 40, N-0313 Oslo;
  15. NMS Poland, Institute of Meteorology and Water Management, a R&D institution established on the basis of the Decree No. 338/72 of 30 December 1972 issued by the Council of Ministers, registered under number 0000062756 and with tax identification number 525 000 88 09, represented by Professor

- Mieczysław S. Ostojki, Director General, having its registered office at ul. Podleśna 61, 01-673 Warsaw, Poland;
16. NMS Portugal, Instituto de Meteorologia, I.P., a state administrative public institution created by the DL No 157/2007 of the 27th April 2007, with identification number 6000 122 39, represented by its President, Adérito Vicente Serrão, domiciled at Rua C ao Aeroporto de Lisboa, 1749-077 Lisboa, Portugal;
  17. NMS Serbia, Republic Hydrometeorological Service of Serbia, a specialized institution established as per the Law on Ministries ("Official Gazette of RS", No.19/2004 and 84/2004), with tax identification number 102217008 represented by its Director, Mr. Milan Dacić, having its registered office at Kneza Viseslava 66, 11030 Belgrade;
  18. NMS Slovenia, Environmental Agency of the Republic of Slovenia (Agencija Republike Slovenije za okolje), a body of the Ministry of the Environment and Spatial Planning created by the Act amending the Organization and Competence of Ministries Act, Ur.l. RS, num. 30/2001, 26th of April 2001, represented by Dr Klemen Bergant, Director of Meteorological Office, having its registered office at Vojkova 1B, SI-1000 Ljubljana, Slovenia;
  19. NMS Spain, Agencia Estatal de Meteorología, a state Agency under Royal Decree 186 / 2008 of 8th February published in the State Official Bulletin (BOE) of 14 February 2008, with identification number Q-2801668-A, represented by its President, Mr. Francisco Cadarso González, having its registered office at Leonardo Prieto Castro, 8, 28040 Madrid, Spain;
  20. NMS Sweden, the Swedish Meteorological and Hydrological Institute, a government Agency created through Ordinance SFS 1918:903 given 29th October 1918, with VAT number SE202100069601, represented by its Director General Mrs. Lena Häll Eriksson, having its registered office at SE-601 76 Norrköping, Sweden;

21. NMS United Kingdom, Met Office, government Trading Fund created in 1996 under Statutory Instrument Ref No SI1996/774, with VAT number UK888 8053 62, represented by its Chief Executive Officer John Hirst, having its registered office at FitzRoy Road, Exeter, EX1 3PB.

Hereinafter referred to individually as “Founding Member” and collectively as “Founding Members”;

Unless stated otherwise herein, capitalized terms shall have the meaning as set forth in Annex 1 of this Agreement.

## **PREAMBLE**

RECALLING that EUMETNET has been put in place in 1996 as an association without legal personality with as primary mission to help cooperation and collaboration among its members and to represent them externally on a collective basis, particularly when communicating with European organizations, especially the European Union (EU) and the European Commission (EC);

NOTING the strengthening of links within the European Union, the creation of the European Economic Area and the contributions the NMS are making to environment management and monitoring of climate change, thus contributing to sustainable development;

NOTING that for the last few years, EUMETNET has been exploring to establish a transformation of the existing association into a body with legal personality separate from its members with a view to being able to present project proposals and to sign contracts or agreements in its own name with third parties including the EC or other European bodies to the collective benefit of its members;

WISHING to bring to all users of meteorological services in Europe the best available quality of service through the most efficient and effective management of the members' collective resources;

DESIRING to develop the individual and collective capabilities of the members to fulfill their national and collective responsibilities;

INTENDING to contribute to the safety of life and property as well as to the economic growth and social well-being in Europe;

WISHING to optimise the collective contribution of the members to relevant WMO and EU programmes, projects and policies and to meeting national and European requirements;

NOW, THEREFORE, the undersigned have agreed to establish an Economic Interest Grouping governed by the laws of Belgium, particularly Sections 839 to 873 of the Belgian Companies Code, and by the present Agreement, as follows:



## **ARTICLE 1**

### Name

1. The grouping's name is "EUMETNET" (hereinafter, the "Grouping"). EUMETNET is incorporated as an Economic Interest Grouping (hereinafter, "EIG") under the laws of Belgium.
2. The EUMETNET name shall always be preceded by either the formula "Economic Interest Grouping" or its acronym "EIG" on all documents emanating from the Grouping.

## **ARTICLE 2**

### Purpose

1. The purpose of the Grouping is, in the collective interest of its members, to support its members' official duty or core activity and to organise co-operation between its members, working together as a network, to help them in providing:
  - a) leading expertise on weather, climate, environment and related activities;
  - b) technical support to the corresponding scientific community;
  - c) high quality basic data and products;
  - d) effective communication with the EU and EC in respect of matters relating to its collective membership.
2. The scope of cooperative activities within the Grouping extends to the core activities of its members, including areas such as:
  - a) observing systems;
  - b) data bases;
  - c) data processing and data communications systems;
  - d) basic forecasting products;
  - e) research and development;
  - f) training;
  - g) coordination of technical assistance.
3. To fulfill its objectives the Grouping shall establish Programmes and Working Groups making use of the expertise and facilities of its members through an appropriate sharing of tasks and resources.

4. The purpose of the Grouping shall also be to represent its members, in their collective interest, vis-à-vis the appropriate third parties, including public authorities or public bodies such as the relevant institutions of the European Union (including, but not limited to, the European Commission). Within that mission, the Grouping shall, *inter alia*, act as an interface between its members and third parties to enable in areas of collective interest of its members (i) participation in calls for proposals in respect of (externally funded) projects to the collective benefit of its members; and (ii) the signing of agreements or contracts with relevant third parties to the collective benefit of its members, including external funding of activities; and (iii) enhancement of coordination and cooperation among its members in these areas.
5. The Grouping shall coordinate its activities with those of existing European organizations in the field of meteorology, such as European Centre for Medium-Range Weather Forecasts (ECMWF) and the European Organization for the Exploitation of Meteorological Satellites (EUMETSAT).
6. The Grouping shall respect the missions of its members.
7. Activities conducted within the Grouping shall not preclude similar activities being conducted by a member of the Grouping independently or in bilateral or multilateral co-operation.
8. Within the framework of its purpose, activities conducted by the Grouping shall be related to its members' economic activity, provided that the Grouping's activity shall remain ancillary to such economic activity.
9. For the avoidance of doubt, the Grouping's purpose shall not be to seek profit, nor shall it in any way engage in any commercial activity.

### **ARTICLE 3**

#### Programmes

1. Programmes shall be either Core Programme(s) that are undertaken by all members or Optional Programmes which are undertaken by a group of members. These Programmes in all cases shall comply with the objectives of the Grouping as set out in Article 2, and benefit the collective interest of the members.
2. Any Programme shall be initiated by a Programme Decision which specifies the objectives, deliverables, budget limits, resources requirements and major milestones of the Programme.

3. The decision for the establishment of a Core Programme shall be taken by the Assembly of Members.
4. The decision in principle for the establishment of an Optional Programme shall be taken by the Assembly of Members at which time members shall declare their intention to participate.
5. Each member must confirm in writing its decision to participate and to commit resources to an Optional Programme within three months of the decision by the Assembly of Members to establish the Optional Programme. The participation and the commitment of at least one third of the members shall be necessary for the Programme Decision to enter into force. Following the entry into force of an Optional Programme Decision, members having confirmed their decision to participate and to commit resources to the Programme are called Participating Members for that Programme. The Programme implementation shall begin only if and when the combined contributions of the members having confirmed their participation represent at least 80% of the total contribution of the members having declared their intention to participate in the Optional Programme. If not, the Assembly of Members shall reconsider the decision.
6. Members have the right to become Participating Members during the execution of an Optional Programme. In this case, they must provide compensation to the Participating Members for the expenses already incurred in the Optional Programme until the date of their entry. The level of compensation shall be determined by the Participating Members after consultation with the Executive Director who will provide assistance and advice in this respect.
7. The Grouping shall delegate to one member, called the Programme Coordinating Member, the management authority for the execution of a Programme, according to the Programme Decision. Any such delegations shall be of definite duration not exceeding five (5) years, but may be renewable. The delegation may allow use of subcontractors from outside the Grouping's membership.
8. The Programme Coordinating Member for each Programme shall be selected by the Assembly of Members.
9. A Programme Decision shall set specific conditions relating to the withdrawal of a member and relating to the withdrawal of or resignation from a delegation to the Programme Coordinating Member.

## **ARTICLE 4**

### **Assembly of Members**

1. The Assembly of Members shall be composed of one (1) representative for each member. Representatives may be assisted by advisers.
2. A member may represent one (1) other member at an Assembly of Members meeting. A written authorization shall be required for this purpose. The represented member shall then be considered as present.
3. The Assembly of Members shall elect and appoint a chairperson and a vice-chairperson for a period of two (2) years, with the possibility of being re-appointed once.
4. The Assembly of Members shall routinely meet according to the Working Arrangements of the Grouping. Additional meetings of the Assembly of Members shall be held at the request of at least one-quarter of the members of the Grouping.
5. The annual meeting of the Assembly of Members shall be held at the seat of the Grouping on the third Monday of May each year or, in the event that the third Monday of May would not be a workday in Belgium, on the first workday following the third Monday of May. The Assembly of Members, by unanimous vote, can however decide to hold the annual meeting at another place and/or advance or postpone the annual meeting, provided that the annual accounts are prepared and approved on time in accordance with Belgian law.
6. EUMETNET members that are not members of the Grouping shall have the right to attend all meetings of the Assembly of Members, it being expressly understood that (i) any such EUMETNET members shall not have the right to vote until such time that they have become full members of the Grouping; and (ii) the said right of attendance shall expire if and when such EUMETNET members have not become full members of the Grouping within five (5) years following the entry into force of this Agreement.

## **ARTICLE 5**

### **Administration**

1. The Executive Director shall act as manager (*gérant/zaakvoerder*) of the Grouping.

2. The Executive Director shall administrate the Grouping, in accordance with the Grouping's purpose and the directives of the Assembly of Members. The Executive Director shall liaise with the chairperson and vice-chairperson of the Assembly of Members. The work of the Executive Director shall be governed, to the extent applicable, by a delegation of authority (including detailed rules on banking powers) by the Assembly of Members to the Executive Director. The responsibilities of the Executive Director shall include:
  - the day-to-day operation of the Grouping;
  - implementing the decisions made by the Assembly of Members;
  - bookkeeping and accounts of the Grouping's operations and the management of its assets;
  - consulting the Assembly of Members on any major or extraordinary issue;
  - preparing the annual business plan and budget;
  - the monitoring of the delivery of Programmes;
  - informing the Assembly of Members every six months, or at any other time if so requested by the Assembly of Members, about the Grouping's activities, developments and financial situation;
  - if so requested in writing by a member, informing such member about the Grouping's activities, developments and financial situation.
3. The Executive Director can validly represent the Grouping towards third parties and before judicial authorities.
4. The Executive Director shall be entitled, subject to prior approval by the Assembly of Members, to sign contracts and agreements on behalf of the Grouping with third parties.
5. The Executive Director shall be assisted and supported by the Secretariat.

## **ARTICLE 6**

### Role of Assembly of Members

1. The Assembly of Members is sole competent to take all decisions necessary to implement this Agreement.
2. Subject to the voting requirements of Article 7, the Assembly of Members shall be sole competent to:

- a) decide the membership of the Grouping;
  - b) elect the Chairperson and vice-Chairperson of the Assembly of Members;
  - c) select and appoint the Executive Director;
  - d) amend this Agreement;
  - e) decide on strategic or general guidelines that will provide the framework for the activity of the Grouping;
  - f) decide the Working Arrangements and Financial Rules of the Grouping;
  - g) approve the annual budget;
  - h) approve the annual accounts of the Grouping;
  - i) grant discharge to the Executive Director;
  - j) establish Programmes in accordance with Article 3;
  - k) decide modifications of Programme Decisions;
  - l) decide, based on recommendations from the Executive Director, on corrective or preventive actions in the execution of Programmes.
3. The Assembly of Members may set up subsidiary bodies as appropriate. In particular, it may set up Programme Boards concerning specific Programmes or activities in order to assist the Assembly of Members in the supervision and planning of such Programmes or activities and for preparing decisions of the Assembly of Members in this respect.
4. The Assembly of Members may create for each Programme one or more Programme Advisory Committees, acting in advisory capacity to the Programme Coordinating Member.

## ARTICLE 7

### Voting and Voting Ex Committee

1. Each member of the Assembly of Members shall have one vote. In all voting of the Assembly of Members abstentions shall not be counted as votes, except when unanimity or when a two-thirds majority is required in which case abstentions will be counted as votes in favour of the proposal or decision.
2. Except as otherwise provided herein, meetings of the Assembly of Members can be held if at least a majority of members are present or validly represented. If this quorum is not reached, the Assembly of Members shall be reconvened as soon as practically possible, and will be considered as having been validly convened regardless of the quorum of present or represented members (it being understood, however, that the voting majorities set forth in this Agreement shall remain unaffected).
3. The Assembly of Members, acting by a unanimous vote of all members entitled to vote, shall decide:
  - a) the establishment of Core Programmes in accordance with Article 3;
  - b) modifications of Core Programme Decisions as appropriate;
  - c) the duration of each Core Programme and the ceiling of expenditure;
  - d) the three year ceiling of expenditure for the Secretariat;
  - e) the admission of new members;
  - f) the establishment of third-party joint projects or co-operations with entities outside the Grouping;
  - g) any amendments to this Agreement or any extension of the activities of the Grouping;
  - h) to exempt a member leaving the Grouping from its liability for commitments made prior to the official notification of such member's decision to leave, such member not participating in the vote on this matter;
  - i) whether or not to maintain the Grouping despite the dissolution of a legal person that is a member of the Grouping, such member not participating in the vote on this matter;
  - j) to dissolve the Grouping and, in such a case, decide on the appropriate arrangements concerning running Programmes and common assets;

- k) the entry into by the Grouping of loans exceeding the limits set forth in the Financial Rules;
  - l) the transfer of the registered office of the Grouping.
4. By a vote with at least two-thirds majority of members present and voting, representing at least two-thirds of the total current year's GNI scale of financial contribution of all members according to article 9.1, the Assembly of Members shall:
    - a) adopt or amend the Working Arrangements and the Financial Rules;
    - b) select and appoint the auditors and, where applicable, statutory auditors and decide their remuneration;
    - c) when applicable, approve the annual budget of Core Programmes within the financial limits agreed in the Programme Decision;
    - d) approve the annual business plan and budget of the Secretariat within the financial limits agreed for the three year period;
    - e) give prior approval to decisions concerning transactions in accordance with the Financial Rules, including loans below the limits set forth in the Financial Rules;
    - f) adopt the GNI scale of subscription fees of the members according to Article 9;
    - g) decide the exclusion of a member, such member not participating in the vote on this matter.
  5. By a vote with a two-third majority of members present and voting, the Assembly of Members shall:
    - a) approve the annual accounts of the Grouping;
    - b) elect and appoint the Chairperson and the vice-Chairperson of the Assembly of Members;
    - c) decide the establishment of an Optional Programme;
    - d) appoint or suspend the appointment of the Executive Director.
  6. By vote with a simple majority of the members present and voting, the Assembly of Members shall:
    - a) select the Programme Coordinating Member for each Programme.
  7. When a special majority is not specified herein, the Assembly of Members shall act by a simple majority.
  8. In the case of decisions relating to an Optional Programme, the Participating Members shall:
    - a) by unanimity fix the ceiling of expenditure over the duration of the Programme;



b) by a vote of double two-thirds majority (as specified in paragraph 4 above, but limited to the Participating Members), approve the annual budget within the financial ceiling fixed by the Programme Decision;

c) by a vote with a double two-thirds majority, agree the withdrawal of a Participating Member in accordance with the rules stipulated in the Programme Decision.

When a special majority is not specified, the Participating Members shall act by a simple majority.

9. In exceptional or urgent cases, the Executive Director may be authorized by the Chairperson of the Assembly of Members to organize electronic voting or voting by correspondence under the conditions set forth in the Working Arrangements.

## **ARTICLE 8**

### Registered Office

1. The registered office of the Grouping is established at the offices of the Royal Meteorological Institute of Belgium, avenue Circulaire 3, 1180 Bruxelles, Belgium.
2. The registered office may be transferred to any other location in Belgium by the Assembly of Members, subject to applicable Belgian laws on the use of languages.
3. In any case, the mention and address of the registered office shall be clearly visible on all documents emanating from the Grouping.

## **ARTICLE 9**

### Financing – Annual Accounts

1. The cost of the Secretariat and of the Core Programmes shall be shared by the members, by way of subscription fees on the basis of a scale based on the gross national income of their respective countries averaged over the last three calendar years for which statistics exist (the “GNI scale”). The GNI scale shall be updated every three years or more frequently at the discretion of Assembly of Members.
2. The scale of member contributions to Optional Programmes shall in principle be based on gross national income. However the Participating Members may decide otherwise.
3. The budget of the Programmes shall be prepared in euro. All subscription fees and contributions shall also be prepared and paid in euro.

4. The Secretariat collects the subscription fees and contributions in accordance with the decisions of the Assembly of Members.
5. If at any time no readily available funds exist to cover payments that are immediately due by the Grouping, the Executive Director may arrange bank advances or an overdraft for a period not exceeding three months. If this is not sufficient, he/she may contract a loan, after prior approval by the Assembly of Members, in accordance and within the limits of the Financial Rules and the voting requirements set forth in this Agreement.
6. In case of late payment of its subscription fee or contributions, a member shall be required to pay compensation in accordance with the Financial Rules.
7. If a member fails to pay its required subscription fee or contributions for a period of one year, it shall lose its right to vote at meetings of the Assembly of Members until the outstanding subscription fee or contributions have been paid.
8. The financial year of the Grouping starts on 1 January and ends on 31 December. The first financial year starts on the date of incorporation of the Grouping and runs until 31 December 2010.
9. The Executive Director shall prepare the annual accounts in accordance with the Accounting Law of 17 July 1975 and implementing legislation (as amended from time to time). The annual accounts shall be presented to the Assembly of Members for approval at the annual meeting.

## **ARTICLE 10**

### Auditing

1. The Assembly of Members shall select one (or several) auditor(s) to audit the management of the Grouping and its accounts. The selection will be made outside of the members of the Grouping. The mandate of the auditor(s) is for one year and can be renewed by the Assembly of Members.
2. The auditor(s) shall report annually to the Assembly of Members. He/she has access at any time to all accounts and relevant documents pertaining to the Grouping and/or its activities.
3. If at any time (at least) one of the Grouping's members is required to appoint a statutory auditor, the Grouping itself shall also appoint a statutory auditor. In such

event, the statutory auditor shall be appointed by the Assembly of Members for a renewable term of 3 years. If a statutory auditor is appointed in conformity with this sub-clause, sub-clauses 1 and 2 of this Article 10 shall cease to apply.

## **ARTICLE 11**

### Joint and Several Liability

1. All members of the Grouping shall be jointly and severally liable for all debts of the Grouping. A joining member may be exonerated from the debts incurred by the Grouping prior to such member's entry. A leaving member shall remain liable for the commitments of the Grouping made prior to the official notification of such member's decision to leave, unless agreed differently by the Assembly of Members.
2. Should a claim by a third party be made jointly or severally against one or more members for a default committed by the Grouping, the financial burden thereof shall, as a purely internal matter and without in any way affecting the rights of the third party, be mutually supported among and by all members; unless the default of the Grouping is caused by the behavior of one or more specified members in which case only such member or members shall, as a purely internal matter, be ultimately liable for the financial burden related to such claim.
3. Members are liable for debts of the Grouping in proportion to the scale of their financial contribution to the concerned Programme and/or the Grouping in accordance with the Financial Rules.
4. The Programme Coordinating Members are liable in any actions that are delegated to them through the Programme Decision.

## **ARTICLE 12**

### Intellectual Property Rights and Ownership

1. Acquired Knowledge, along with all related intellectual property rights, shall be owned and protected by the Grouping, without prejudice to the intellectual property rights for those parts of any Acquired Knowledge for which a single Originator can be identified and subject to subsection 2 b) below.
2. Rights of Participating Members

a) Participating Members shall be granted, without cost, a non-exclusive licence by the Grouping and if necessary by the Originators of any part of the Acquired Knowledge, so that they are free to exploit such Acquired Knowledge for all purposes agreed under Article 2 above.

b) When Acquired Knowledge is capable of industrial or commercial applications outside the scope of Article 2, the Participating Members shall set out the terms of use in the relevant Programme Decision.

c) Members departing from a Programme shall only have rights to the Acquired Knowledge created during the period within which they contributed, unless otherwise agreed by the Assembly of Members.

### 3. Rights of non Participating Members

Members not having participated in an Optional Programme may have rights of access to and use of the Acquired Knowledge for purposes agreed under Article 2 above, under conditions to be defined in the relevant Programme Decision.

### 4. Pre-existing Knowledge

a) Pre-existing Knowledge used for the purpose of an agreed Programme, shall be listed in an identifiable and verifiable manner.

b) Ownership of such Pre-existing Knowledge, along with all related intellectual property rights, shall not be transferred by virtue of this Agreement.

c) The owner of such Pre-existing Knowledge shall provide a non-exclusive license to all other Participating Members for use for the purpose of that programme. The terms and conditions of this license shall be agreed between the owner and the Participating Members, with the understanding that the cost of the licence shall be contained within the total cost of the Programme, as agreed with the Programme Decision.

### 5. Tangible assets

a) Assets purchased or acquired by a member for the purpose of its participation in a Programme, shall be made available for their intended use for the benefit of the other Participating Members.

b) Ownership of such assets shall be kept by that member, unless otherwise agreed by the Participating Members including that member.

c) Pre-existing Assets used for the purpose of an agreed Programme, shall be listed in an identifiable and verifiable manner.

- d) Ownership of Pre-existing Assets shall not be transferred by virtue of this Agreement.
6. If personnel employed by a member are entitled to claim rights to Acquired Knowledge or Pre-existing Knowledge, this member shall take steps or reach appropriate agreements to ensure that these rights can be exercised in a manner compatible with its obligations under this Agreement and relevant Programme Decisions.

## **ARTICLE 13**

### Co-operation with third parties

1. For the realization of its purpose, and where the Assembly of Members confirms there is collective benefit to members of the Grouping, the Assembly of Members may decide to establish cooperation or to enter into contracts with third party entities outside the Grouping. Any such cooperation or contract shall be properly documented in writing.
2. Each co-operation agreement shall specify rights and obligations of the Grouping and of the co-operating entity in the carrying out of the subject-matter of the cooperation. A representative of the co-operating entity may be invited as an observer to the discussion of relevant points in the meetings of the Assembly of Members.
3. The Assembly of Members may choose, where it confirms there is benefit to the Grouping, to invite one or more co-operating entities to join meetings of the Assembly of Members as Associates. An Associate may observe the proceedings at the discretion of the Assembly of Members. An Associate may be invited, at the discretion of the Assembly of Members, to become a new member (see Article 18). An Associate has no voting rights.
4. The Grouping shall be entitled, subject to confirmation by the Assembly of Members that there is a benefit to members of the Grouping, to participate in consortia with members and/or third parties, or otherwise to cooperate with members and/or third parties, in the context of calls for proposals in respect of externally funded projects.

## **ARTICLE 14**

### Departure of a member

1. A member may decide to leave the Grouping. Notification shall be made in writing to the chairperson of the Assembly of Members at least three months prior to departure. Its departure shall take effect at the end of the financial year in which it notified its decision.
2. A member leaving the Grouping remains liable for commitments of the Grouping made prior to the official notification of its decision to leave, unless agreed differently by the Assembly of Members.
3. In the case of one or more members leaving the Grouping, the Grouping shall continue with the remaining members.

## **ARTICLE 15**

### Exclusion

1. In the event of a member putting the Grouping's activities at risk by not meeting its obligations or commitments vis-à-vis the Grouping, included but not limited to any payment obligations, the Assembly of Members may decide the exclusion of that member.
2. A member excluded from the Grouping remains liable for the commitments of the Grouping made during the period it was a member.

## **ARTICLE 16**

### Disputes

In case of a dispute between members, maximum efforts should be made to solve it amicably. If the dispute cannot be settled amicably, the Assembly of Members shall initiate an arbitration process in accordance with the Working Arrangements. This process will not restrict the right of a member to adopt court proceedings.

## **ARTICLE 17**

### Entry into force

1. On the date on which this Agreement is signed by all Founding Members, this Agreement shall without delay be deposited with the Commercial Court of Brussels, pursuant to which the Grouping shall be deemed incorporated.
2. This Agreement enters into force on the date it is deposited with the Commercial Court of Brussels.

## **ARTICLE 18**

### New members

1. The Assembly of Members may approve requests from NMS wishing to join the Grouping, it being expressly understood, however, that EUMETNET members that were members of EUMETNET at the time of incorporation of the Grouping shall be eligible, upon submitting their written request to the Executive Director, for membership of the Grouping ("New Members").
2. New Members joining the Grouping shall become participants in all Core Programmes. They shall not be requested to contribute retroactively to the cost of the Core Programmes unless these have involved substantial investments, to be determined by the Assembly of Members.
3. New Members may be exonerated from the debts arising prior to their entry into the Grouping.
4. The extension of the Grouping by the admission of New Members should normally follow the enlargement of the European Economic Area.

## **ARTICLE 19**

### Duration

1. The Grouping is established for a duration of ten (10) years. After eight (8) years of operation, the Assembly of Members shall consider the renewal of this Agreement.

2. The dissolution of a legal person that is a member of the Grouping shall not lead to the dissolution of the Grouping, unless otherwise decided by the other Assembly of Members.
3. The Assembly of Members may decide to terminate the Grouping. In such a case, the Assembly of Members shall decide the appropriate arrangements concerning running Programmes and common assets.

## **ARTICLE 20**

### Language

1. The official language of the Grouping for Belgian legal purposes is French. English is the working language.
2. The original text of this Agreement has been drawn up in French. An English translation shall be available, being equally authentic to the French prototype. In the event that differences occur between the English language translation and the original French language document, the latter shall prevail.

## **ARTICLE 21**

### Amendment

1. Any amendment to this Agreement shall be in writing and shall require unanimous consent of the Assembly of Members. Any such amendment shall enter into force as from the date determined by the Assembly of Members when granting its consent.

Signed, in Brussels, on the 17 September 2009, in 21 original copies, each party acknowledging receipt of one original copy, one additional original copy for registration purposes and one additional original copy to be kept at the registered office of the Grouping.



## ANNEX 1: GLOSSARY OF TERMS

**Acquired Knowledge** – Results and information (including data, software or databases) acquired under this agreement, funded through a Programme and within the scope of that Programme as defined with the Programme Decision.

**Core Programmes** – Mandatory Programmes that are undertaken by and benefit all members of the Grouping.

**EUMETNET** – The European NMS formed EUMETNET in 1996 as the Conference of the NMS in Europe. It was established as an association without legal personality with a primary mission to help cooperation and collaboration among its members and to represent them externally on a collective basis, particularly when communicating with European organizations, especially the EU and EC. Enhanced cooperation between members has been achieved in fields of science, technology, skills and services. The focus has been on the core capabilities of the members, in particular: observing systems, data bases, data processing and data communications systems, basic forecasting products, research and development, training, coordination of technical assistance, and production of essential output information to end-users – especially the citizens of Europe. At the time of incorporation of the EUMETNET EIG, the members of EUMETNET are the NMS of: Austria, Belgium, Croatia, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Luxemburg, Netherlands, Norway, Poland, Portugal, Serbia, Slovenia, Spain, Sweden, Switzerland and the United Kingdom.

**Financial Rules** – The Financial Rules of the Grouping as adopted by the Assembly of Members and described in a specific document.

**GNI scale** – Average Gross National Income of the State of the relevant Grouping's member over the last three calendar years for which there exist OECD statistics.

**NMS** – National Meteorological Services.

**Optional Programmes** – Programmes optionally undertaken by members of the Grouping.

**Originator** – A person or a legal entity creating any part of the Acquired Knowledge.

**Participating Member** - A member or a former member having contributed to the Programme.

**Pre-existing Assets** – Tangible assets acquired or funded outside of a Programme, either before starting the Programme or in parallel to it.

**Pre-existing Knowledge** – Results and information (including data, software or databases) acquired by a member outside Programmes either before starting the Programme or in parallel to it. In other words, Pre-existing Knowledge refers to what participants develop and obtain outside Programmes.

**Programme** – A Core Programme or an Optional Programme established by the Grouping to make use of the expertise and facilities of its members through an appropriate sharing of tasks and resources.

**Programme Advisory Committee** – Committee created by the Assembly of Members to act in advisory capacity to the Programme Coordinating Member.

**Programme Board** – Board set up by the Assembly of Members to fulfill its responsibilities concerning a specific Programme.

**Programme Coordinating Member** – any member that is delegated the management authority as described in Article 3.7 of the Agreement.

**Programme Decision** – The decision of the Assembly of Members to establish a Programme.

**Secretariat** – The body established by the Assembly of Members to arrange and service meetings of the Assembly of Members and, more generally, to assist in the implementation of the Grouping's strategy. The Secretariat also performs functions as assigned to it by this Agreement and by the decisions of the governing body.

**WMO** – World Meteorological Organisation.

**Working Arrangements** – The working arrangements of the Grouping are adopted by the Assembly of Members and are described in a specific document.

**Working Groups** – Informal groups formed at the request of one or more members and with approval of the Assembly of Members to investigate, coordinate, promote or report on a matter of common interest and benefit to the members. Typically, all costs of a Working Group are borne by the members participating in it.