

**CO-OPERATION AGREEMENT BETWEEN
THE EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS
AND THE KINGDOM OF MOROCCO
FOR SCIENTIFIC AND TECHNICAL CO-OPERATION**

*Approved by the Council at its 65th session (July 2006)
(ECMWF/C/65(06)M para. 69)
Entry into force of the Agreement on 1 December 2006*

Considering that the Kingdom of Morocco 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);

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

The Centre and the Kingdom of Morocco, (hereinafter referred to as “the Parties”), have agreed as follows:

Article 1

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

Article 2

The Kingdom of Morocco 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

Any commercial use of the licence and rights of use granted under Article 2 shall be limited to the national territory of the Kingdom of Morocco, including its internal waters, its archipelagic waters, its territorial sea and its exclusive economic zone, as defined in the United Nations Convention on the Law of the Sea (UNCLOS) signed in Montego Bay on 10 December 1982 and having entered into force on 16 November 1994.

Article 4

The Kingdom of Morocco 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. Unless otherwise specified such rules and guidelines shall be those which apply to the Member States.

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 the Kingdom of Morocco 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 the Kingdom of Morocco or with the establishment or maintenance of a telecommunication link between the Centre and the Kingdom of Morocco.

Article 7

The Kingdom of Morocco 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 Kingdom of Morocco.

Article 8

- 8.1 The annual contribution of the Kingdom of Morocco to be paid by the National Direction of Meteorology to the Centre shall be one half of the contribution that the Kingdom of Morocco would have to pay under the provisions of Article 13(1) of the Convention were it a Member State.
- 8.2 The annual contribution of the Kingdom of Morocco to the Centre shall be paid in accordance with Articles 12 and 13 of the Convention as if the Kingdom of Morocco 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.
- 8.3 In the event of the Kingdom of Morocco requesting special services not provided for in this Co-operation Agreement, the Kingdom of Morocco 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.
- 8.4 If the amount of its unpaid contributions exceeds the amount of the contributions due from it under Article 8.1 of this Co-operation Agreement for the current financial year and for the preceding financial year, the Kingdom of Morocco shall lose its right 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)(a) and (c) and the data referred to in Article 2(1)(b) and (d) of the Convention will no longer be made available to the meteorological office of the Kingdom of Morocco.

Article 9

With regard to the single additional contribution provided for by Article 13.3, second subparagraph, of the Convention, the National Direction of Meteorology of the Kingdom of Morocco shall pay a similar contribution which shall be one half of the amount that the Kingdom of Morocco 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 10

The single additional contribution from the Kingdom of Morocco 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% in each of the four subsequent financial years.

Article 11

11.1 With regard to representation at sessions of the Council and its Advisory Committees, the Kingdom of Morocco 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 the ACCS Chairperson.

Article 12

12.1 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 unless the parties agree within three months on another form of settlement. The arbitration procedure shall be in accordance with the provisions of paragraphs 12.2 and 12.3 of this Article.

12.2 Each party shall appoint one member of the arbitration tribunal within two months from the date on which the request referred to in paragraph 12.1 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, and who shall not be a national of the Kingdom of Morocco. If the appointment of any of the three members of the tribunal has not been made within the prescribed period, it shall be made by the President of the International Court of Justice at the request of one of the parties.

12.3 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 13

13.1 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.

13.2 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 14

14.1 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 a breach is capable of remedy, to have remedied such breach within 30 days of being given notice by the 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 services by the Centre under this Co-operation Agreement; or
- c) the Centre is dissolved.

14.2 Any suspension pursuant to paragraph 14.1 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.

14.3 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 paragraph 14.4.

14.4 Any termination pursuant to Articles 14.1 or 14.2 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 provisions of paragraph 14.2, 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 December 1st, 2006.

Signed in two original copies, in the English language.

for the European Centre For Medium-Range
Weather Forecasts

for the Kingdom of Morocco

[signed]

[signed]

Dominique Marbouty
Director

Abdelkbir ZAHOU
Secretary of State in Charge of Water

European Centre For Medium-Range
Weather Forecasts

Secretariat of State in Charge of Water