

Programme Decision
for the EUMETNET Optional Programme
E-GVAP Operational Service

DOCUMENT VERSION CONTROL TABLE				
Version	Date	Comment	Version authorised for release to	Authorised by
V1	28/11/12	[insert comments]	[insert addressees]	[name]
[version]	[dd/mm/yy]	[insert comments]	[insert addressees]	[name]

Programme Decision for the EUMETNET Optional Programme E-GVAP Operational Service

Preamble

The EUMETNET Economic Interest Grouping (the **Grouping** or the **EIG**) has been incorporated to, inter alia, establish Programmes as required by the EIG Assembly of Members.

The EIG Assembly of Members has decided to continue the Programme E-GVAP as an Optional Programme under EUMETNET and its Decision is recorded in this Programme Decision which shall be attached to the relevant Minutes of the EIG Assembly of Members.

Decision

At the 9th Assembly meeting on 27th November 2012, the EIG Assembly of Members decided to continue the E-GVAP Operational Service (the **Programme**) for 5 years, from the 1st January 2013 to the 31st December 2017.

The Programme is defined, among others, by the following documents:

- E-GVAP proposal from DMI;
- Final E-GVAP Evaluation Report with clarifications from DMI further to the 5th PFAC and STAC meetings;
- Final_Invitation_to_Submit_Proposals_Part_4_(Observations)

This Programme Decision supersedes all previous Programme Decisions relating to this Programme. This Programme Decision is consistent with the Agreement for the Establishment of the EIG, dated 17th Sep 2009 (the **EIG Agreement**) and incorporates the changes made by the EIG Assembly of Members during 2010 to the governance of the EIG and the delivery of its Programmes.

This Programme Decision specifies the objectives, deliverables, budget, resource requirements and major milestones of the Programme. The purpose of this Programme Decision is to establish the terms and conditions by which the objectives and tasks of the Programme will be delivered.

1. Programme Participants

The Programme Participants are (i) the EIG Participating Members and (ii) 3rd party participants of the Programme approved by the EIG Assembly of Members (together the **Programme Participants**).

3rd party participants may be National Meteorological (and Hydrological) Services (**NM(H)Ss**) which are not members of the EIG, the European Union (**EU**) or European Commission (**EC**), national, international or intergovernmental organizations, academic institutions or private sector companies. In each case, a 3rd party participant can only join the Programme in accordance with Article 13 of the EIG Agreement. 3rd party participants will be required to sign an E-GVAP corporation agreement.

The Programme Participants in the Programme, at the time the Programme Decision was made (according to Articles 3.5 and 3.6 of the EIG Agreement), are listed in **Annex 1** (as may be updated from time to time). Changes to **Annex 1** do not constitute a change to the Programme Decision but will be agreed during a meeting of the EIG Assembly of Members and included in the minutes thereof.

2. Programme objectives

The programme objectives are specified in the mandatory programme requirements which can be found in the Programme Requirements Document at (*insert URL for portal or add as Schedule*) All mandatory requirements will be delivered as specified in the Requirements Document, the Desirable Requirements that will be delivered are specified in the E-GVAP proposal from DMI which can be found at (*insert URL or add as a Schedule*): .

The methods to reach the requirements are also described in the DMI proposal for E-GVAP, and supplemented by the additional details in the DMI answers to the reviewers.

Full information about this can be found in Annex 2 of this programme decision.

3. Duration and phases

Noting that the current Programme phase started on 1st January 2013, the Programme will continue until 31st December 2017.

4. Major milestones

The major milestones of the E-GVAP Operational Service are set out Year by Year below:

Year 1

- Continuation of existing E-GVAP-II data processing and distribution.
- Establishment of contacts to geodetic institutions, Setup up of expert teams.
- Formalisation of contacts to the EUCOS and EUMETNET Secretariat.
- Establish contacts with non-European suppliers and users with the objective of mutual data exchange globally.
- First version of active quality control software capable of automatically flagging ACs or delay data which the monitoring has found to be incorrect.
- Reports from expert teams and E-GVAP team.

Year 2

- Continuation of existing E-GVAP-II data processing and distribution
- Update of User Requirements (depending on user interest)
- Update of document of common, minimum requirements to GNSS data processing as regards access to data from individual sites, to satellite orbit and clock estimates, and timeliness and precision.
- Reports from expert teams and E-GVAP team.

Year 3

- Continuation of existing E-GVAP-II data processing and distribution
- Reports from expert teams and E-GVAP team

Year 4

- Continuation of existing E-GVAP-II data processing and distribution

- A review/discussion of the future route for European ground based GNSS observations for meteorology
- Draft proposal for the future of E-GVAP.
- Reports from expert teams and E-GVAP team

Year 5

- Continuation of existing E-GVAP-II data processing and distribution.
- Preparation for the next phase. Including enhancing the portability of the current system to ease potential takeover by another team, e.g., implementation into the Observations Programme as a mandatory programme, by using "standard" software where practical, and by documenting the setup, making it easier for other, to setup what cannot be copied directly.
- Reports from expert teams and E-GVAP team
- Final report

5. What is to be delivered

The EIG Members have defined their Programme Requirements, the Coordinating Member has made its proposal in line with these requirements, including clarifications during the evaluation process. Together the Coordinating Member's proposal and subsequent clarifications define what is to be delivered subject to changes approved by the EIG Assembly of Members during the life of the Programme. The proposal and clarifications are attached at **Annex 2** to this Programme Decision.

6. Appointment of Coordinating Member

By agreeing this Programme Decision, the EIG Assembly of Members delegates responsibility to DMI as the **Coordinating Member** for E-GVAP in accordance with Articles 3.7, 3.8 and 7.6a of the EIG Agreement.

The Coordinating Member will ensure the delivery of the objectives, deliverables and milestones of the Programme. The Coordinating Member will execute the task of managing the Programme within the limit of the resources as specified in the approved 5 Year Plan and in particular the annual budget, in a timely and proper manner with all due care and attention and in accordance with the EIG Agreement, Working Arrangements and Financial Rules.

The Coordinating Member is accountable to the EIG Assembly of Members for the delivery of the Programme and its Programme Manager reports on a routine basis to the Science and Technology Advisory Committee (**STAC**). It is the responsibility of the Coordinating Member in consultation with the STAC to identify decisions that have to be referred to the Policy and Finance Advisory Committee (**PFAC**) or to the EIG Assembly of Members. It shall in particular be the case for decisions involving general policy and funding. Consultation with the EIG Secretariat may help confirm whether an issue requires the attention of the STAC, PFAC or the EIG Assembly of Members and also to schedule the issue(s) into the relevant meeting agenda.

7. Management

7.1 Management

The Coordinating Member will appoint an Operational Service Manager (the **Manager**) and an Operational Service Management Team (the **Management Team**). The

Coordinating Member's Manager and Management Team remain employed or contracted by the Coordinating Member.

As a general rule, the E-GVAP Operational Service will be represented at STAC by the Observations Programme Manager. However, if specific issues require the presence of the Programme Manager, Dr Henrik Vedel, will attend the STAC meeting.

The Manager will be given the necessary authorities by the Coordinating Member to commit expenditure and resources on behalf of the EIG in accordance with this Programme Decision and within the financial limits of the annual budget and 5 year plan. The Coordinating Member and its Management Team will abide by the financial rules of EIG and the Coordinating Member's financial and management controls.

In the event that the Coordinating Member's Manager is unable to carry out his/her duties for a period of one (1) month or more, the Coordinating Member will take appropriate interim measures to ensure that the necessary management tasks are carried out efficiently and to schedule and advise the EIG Secretariat of the situation. Should the situation be expected to continue for more than three (3) months, the EIG Secretariat will inform the EIG Assembly of Members who may request that the Coordinating Member appoints a new Manager or make a decision concerning corrective or preventive action according to Article 6.2I of the EIG Agreement.

In the event that one or more Programme Participants fail to make their financial contributions for the Programme, the Coordinating Member will not be expected to commit financial resources beyond those received (unless requested by the EIG Assembly of Members and agreed by the Coordinating Member). In accordance with the EIG Financial Rules, the Coordinating Member may (if the Programme Manager identifies a cash flow situation that may adversely affect the delivery of the Programme objective) make a request to the Executive Director for a loan from the EIG to assist in delivery of the Programme.

7.2 Dependency on one or more Members for Delivery for some Part(s) of the Programme

In some cases, the Coordinating Member may depend on other Members for assistance in delivery of one or more parts of the Programme. Such a dependency may be due to one of the following reasons:

- i. The Programme requires participation of participants in the delivery (e.g. a coordination activity);
- ii. The Coordinating Member formed a consortium of Members to deliver the Programme;
- iii. The Coordinating Member has chosen and agreed to use the infrastructure of another Member which was developed in the previous phase of the Programme; or
- iv. The Coordinating Member has chosen to sub-contract another Member to deliver one or more parts of the Programme.

In cases ii, iii and iv, the Coordinating Member is asked to ensure that an agreement is in place with the other Member(s). Such an agreement can be developed as an Annex to this Programme Decision, or a separate MOU. In either case, the Coordinating Member is required to set out clearly the responsibilities of the other Member(s) and any other terms that they require, subject to being consistent with this Programme Decision.

The Coordinating Member is asked to ensure such agreements are in place by the end of March 2013 at the latest.

7.3 Sub-Contracting to 3rd Parties

The Coordinating Member is permitted to enter into agreements with 3rd parties to assist in delivering the Programme. However, if entering into such an agreement may give rise to liabilities for the EIG and/or its Members, then approval from the EIG Assembly of Members should be sought before entering into any such agreement. As a general principle, the EIG does not accept any liabilities to 3rd parties that have not been agreed in advance.

Furthermore, the Coordinating Member should ensure that all agreements with 3rd parties that have a direct impact on the delivery of the Programme are written in such a way that they may be made visible to any Member who wishes to view the agreement.

7.4 Liabilities as regards employees and contractors

The Coordinating Member will:

- Assume full responsibility for all matters concerning the employment of staff and contractors required for delivery of this Programme Decision;
- Ensure that, at termination, the benefit and burden of the contracts of employment of all staff involved in the Programme do not transfer, should a different Member be appointed as successor Coordinating Member;
- Hold any successor Coordinating Member indemnified against any liabilities in connection with the Staff; and

7.5 Liability

In the running of the Programme, the Coordinating Member will take all appropriate measures to ensure that no liability is incurred by the EIG Members as a consequence of its actions or of those of Staff or Contractors. The Coordinating Member will not be responsible for claims arising from the actions of the EIG Assembly of Members or individual EIG Members.

7.6 Transfer of assets

If the EIG Assembly of Members decide to continue this Programme beyond the period defined in this Programme Decision, and if the Coordinating Member is due to change, the present Coordinating Member will ensure the availability of the Programme team to allow the transfer of assets and competence to the successor. A proposal for the organisation of this transition phase should be made available at least nine (9) months before the handover.

7.7 Memoranda of Cooperation

The Coordinating Member may make a request (by notifying the EIG Secretariat) to the EIG Assembly of Members for a Memorandum of Cooperation to be established between the EIG and a non-participating 3rd party for exchange of knowledge and information and general collaboration provided that such an arrangement is deemed consistent with the Programme's aims and compliant with Article 13 of the EIG Agreement, *i.e.*, that it will bring benefit to all EIG Members. Usually such a request will be scrutinised by the PFAC prior to consideration by the EIG Assembly of Members.

8. Commitments of the Participating Members

The Participating Members commit to carrying out their responsibilities in assisting the Coordinating Member in the delivery of the Programme.

The Participating Members will make their financial contributions for this programme as part of their total yearly financial commitment to the EIG in accordance with Article 9 of the EIG Agreement. The Coordinating Member, as a Participating Member, bears its share of the agreed contribution (as defined in section 12 of this Programme Decision) under the same rules as the other Participating Members.

9. Commitments of the 3rd party participants

The commitments of the 3rd party participants are documented in separate contract(s) between the EIG and the 3rd part(y)(ies).

10. Programme Budget

The EIG Assembly of Members agrees a 5 year financial plan for the Programme which provides an indicative financial envelope for each Programme.

The annual EIG's budget for the following year will be agreed by the EIG Assembly of Members at its autumn meeting. The Programme Manager is responsible for working with the Secretariat to ensure that a Programme Budget proposal is made to the EIG Assembly of Members in line with the EIG's budget and business planning cycle in the Financial Rules. The budget proposal will be scrutinized by the PFAC prior to submission to the EIG Assembly of Members.

This EIG budget will include for each Programme all expected revenue and planned expenditure for that year, and therefore defines the full Programme Budget.

At the same time as agreeing the following year's budget, the EIG Assembly of Members will define the following year's financial delegations including those for the Programme Managers. These delegations and the associated Programme Budget will be communicated to the Programme Manager by the Executive Director following the EIG Assembly of Members' meeting and before the end of December each year.

The Contributions will be calculated according to Article 9.2 of the EIG Agreement and the Programme budget will be agreed every year according to EIG Financial Rules. The EIG Secretariat gathers the funds from the EIG Members and transfers the necessary funds to the Coordinating Member according to the EIG Financial Rules.

For expenditure commitments likely to span more than one (1) financial year, commitments can only be made in line with the EIG Financial Rules.

11. New participants

New participants may join the Programme in accordance with Articles 3.6 and 13 of the EIG Agreement.

12. Disputes

Any disputes will be handled according to Article 16 of the EIG Agreement.

13. Intellectual Property Rights, Assets, and ownership

The EIG rules concerning acquired and pre-existing knowledge of Participating Members of Programmes and concerning tangible assets are described in Article 12 of the EIG Agreement as amplified in this Programme Decision below. For 3rd party participants, the IPR issues will be covered in the relevant contractual terms which will be compatible with the terms of the EIG Agreement.

The Policy and Finance Advisory Committee, a body representative of all Members, will be responsible for considering the terms and conditions under which Programme IPR and assets may be used (if not covered by Article 12 of the EIG Agreement) and making such recommendations to Participants and to the EIG Assembly of Members for approval. The Coordinating Member for E-GVAP will remain responsible for the day to day management of, and exploitation of the IPR and assets of E-GVAP throughout the Programme.

It is the responsibility of the Participating Members to ensure (in accordance with Article 12.2b of the EIG Agreement) that should the Programme produce intellectual property that may be capable of industrial or commercial applications (by Members) outside the scope of Article 2 of the EIG Agreement, the terms for exploitation by Member should be appropriately documented in this Programme Decision. Participating Members should propose such amendments to the EIG Assembly of Members for approval.

Physical assets procured or developed by the Programme will remain the responsibility of the Coordinating Member until such time as the Programme transfers to a new Coordinating Member or the Programme ceases. In the event of a transfer to a new Coordinating Member the current Coordinating Member will negotiate and agree the transfer of responsibility with the new Coordinating Member (see also section 7.6 above).

When the Programme is due to cease, the Coordinating Member will agree with the EIG Secretariat appropriate disposal of such assets.

14. Confidentiality

Each of the Programme Participants undertake to the others that while this Programme Decision is in force, and at any time thereafter, that confidential information shall be kept secret and confidential and not disclosed (save as may be necessary for the purpose of this Programme Decision) to any third party. For the avoidance of doubt, confidential information shall include intellectual property, business information and information relating to this Programme Decision.

Those Programme Participants subject to the legal principle of public access to official records and files may in a court decision be ordered to issue information and/or documentation. Such a disclosure will not be construed as contrary to this agreement.

15. Withdrawal, Departure and exclusion of Programme Participants

In the event that a Participating Member wishes to withdraw from the Programme the Participating Member shall make its intentions known to all other Participating Members at the next meeting of the EIG Assembly of Members, including their reasons for leaving. In accordance with Article 7.8.c of the EIG Agreement, during the EIG Assembly of Members' meeting, the Participating Members of the relevant Programme(s) will make a vote on the request made. If the request is approved the Participating Members will decide on the terms for withdrawal from the Programme.

Should a Participating Member depart from the EIG or be excluded from it, then the Articles 7.4.g, 14 and 15 of the EIG Agreement shall apply.

For 3rd party participants, this matter will be covered in the relevant contractual terms which will be compatible with the terms of the EIG Agreement.

16. Audit and disclosure

At any time the EIG Assembly of Members or any individual EIG Member may review the Programme accounts and may also request an external audit to be performed at its own expense.

17. Modifications to the Programme Decision

The EIG Assembly of Members can modify the existing Programme Decision according to Articles 6.2k and 7 of the EIG Agreement. Normally such changes will be a matter for the Participating Members only.

18. Termination of the Programme Decision

This Programme Decision will cease to be effective at the end of the period defined in Section 3 above. The EIG Assembly of Members may decide on the earlier termination of the Programme according to Articles 7.3j and 19.3 of the EIG Agreement.

In the event of significant programme delays, failure to deliver, or cost escalation, these matters will be raised to the EIG Assembly of Members where the Participating Members will agree on changes to the Programme Decision but only during a meeting of the EIG Assembly of Members (in accordance with the EIG Agreement). They may choose to modify the Programme Decision or terminate the Programme.

The Coordinating Member may seek to return its delegation of responsibility for the Programme by making a written request to the EIG Assembly of Members with a minimum notice period of six (6) months prior to its intended withdrawal date.

19. Precedence and reference

For all matters not specifically covered by the present Programme Decision, the rules of the EIG Agreement, Working Arrangements and Financial rules shall apply.

ANNEX1

Programme Participants

	EIG Participating Members	Cooperating NM(H)Ss
1.	RMI, BELGIUM	
2.	DHMZ, CROATIA	
3.	DMI, DENMARK	
4.	FMI, FINLAND*	
5.	Météo-France, FRANCE*	
6.	OMSZ, HUNGARY	
7.	IMO, ICELAND	
8.	Met Éireann, IRELAND	
9.	SML, LUXEMBURG	
10.	KNMI, NETHERLANDS*	
11.	Met.no, NORWAY*	
12.	IPMA, PORTUGAL	
13.	RHMSS, SERBIA	
14.	AEMet, SPAIN	
15.	SMHI, SWEDEN*	
16.	MeteoSwiss, SWITZERLAND	
17.	UKMO, UK*	

ANNEX 2

Proposal and clarifications