

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL BUREAU OF WEIGHTS AND MEASURES (BIPM)

AND

THE COMMITTEE ON DATA (CODATA) OF THE INTERNATIONAL SCIENCE COUNCIL (ISC)

This MEMORANDUM OF UNDERSTANDING is made and entered into between

the **International Bureau of Weights and Measures**, the international organization through which States Parties to the Metre Convention act together on matters related to measurement science and measurement standards, the headquarters of which is located in Sèvres, France (hereinafter referred to as the “BIPM”), duly represented by its Director, Martin Milton,

AND

the **Committee on Data of the International Science Council**, the international organization to promote global collaboration to improve the availability and usability of data for all areas of research, the headquarters of which is located at 5 rue Auguste Vacquerie, 75016 Paris, France (hereinafter referred to as “CODATA”), duly represented by its Executive Director, Simon Hodson,

hereinafter referred to as the “Parties” collectively or “Party” individually.

PREAMBLE

RECOGNIZING that the International Bureau of Weights and Measures (BIPM), established by the Metre Convention in 1875, has the mission to work with the National Metrology Institutes of its Member States, the Regional Metrology Organizations and strategic partners world-wide and to use its international and impartial status to promote and advance the global comparability of measurements for: scientific discovery and innovation, industrial manufacturing and international trade, improving the quality of life and sustaining the global environment;

RECOGNIZING that the mission of the Task Group on Fundamental Constants, a standing task group of CODATA (the CODATA TGFC), is to periodically provide the scientific and technological communities with a self-consistent set of internationally recommended values of the fundamental constants and conversion factors of physics and chemistry based on all of the relevant data available at a given point in time;

CONSIDERING that the International Committee for Weights and Measures (CIPM) has set up a number of Consultative Committees which bring together the world’s experts in their specified fields as advisors on scientific and technical matters to prepare recommendations, identify, plan, execute key comparisons of national standards, and advise on the scientific work of the BIPM. The activities of the Consultative Committee for Units (CCU) concern matters related to the development of the International System of Units (*Système International*

d'Unités, the SI), preparation of successive editions of the SI Brochure, and advice to the CIPM on matters concerning units of measurement;

RECALLING the various recommendations adopted by Member States during the meetings of the General Conference on Weights and Measures (CGPM), namely:

- Resolution 1 adopted at the 26th meeting of the CGPM (2018): for the new definition of the SI and the recommended values of the 2017 special adjustment of CODATA on which the values of the defining constants are based, that became effective from 20 May 2019;
- Resolution 1 adopted at the 25th meeting of the CGPM (2014): for the acquisition of relevant data and their analysis by CODATA to obtain the required values of h , e , k , and N_A ;
- Resolution 1 adopted at the 24th meeting of the CGPM (2011): for the provision of adjusted values of the fundamental physical constants based on all relevant information available;

DESIRING to establish close relations between the BIPM and CODATA with a view to enhancing cooperation in areas of common interest,

The Parties have agreed as follows:

Article I Purpose

Under the present Memorandum of Understanding, the BIPM and CODATA agree that, with a view to facilitating the implementation of their objectives, set out respectively in their constituent instruments and applicable rules, the BIPM and the CODATA TGFC will act in cooperation and consult each other in regard to matters of common interest.

The BIPM hosts the CODATA TGFC portal on the BIPM website. The public section of this website provides information about the activities of the CODATA TGFC including meeting dates, meeting minutes, and membership.

The BIPM makes its meeting rooms available for meetings of the CODATA TGFC.

The CODATA TGFC assists the BIPM in its role related to the development of the SI, which is now largely based on fixed numerical values of fundamental constants.

The Parties agree to ensure that the CODATA TGFC promotes the consistent use of the SI, in particular by expressing the recommended values of the adjusted constants in SI units.

Similarly, the Parties agree to ensure that the BIPM promotes consistent use of the latest CODATA recommended values of the basic constants.

The Parties agree to inform each other on current and planned activities in which there may be common interest.

Article II

Reciprocal representation

The Parties agree that a representative of the BIPM nominated by the CIPM will be invited to attend meetings of the CODATA TGFC as the BIPM liaison, and to participate without a vote in its deliberations with respect to items on the agenda in which the BIPM has an interest.

The Parties further agree that the BIPM becomes a partner member of CODATA and will have the right to send a voting delegate to the CODATA General Assembly.

The Parties likewise agree that a representative of the CODATA TGFC will be invited to attend meetings of the CCU, to participate without a vote in its deliberations with respect to items on the agenda in which the CODATA TGFC has an interest, and to submit a report on the CODATA TGFC activities which are of common interest to both Parties.

Where appropriate, the Parties will jointly elaborate appropriate written arrangements for reciprocal representation of the BIPM and the CODATA TGFC at other meetings convened under their respective auspices that consider matters in which the other organization has an interest.

Article III

Exchange of information and confidentiality

Without prejudice to their respective confidentiality obligations, the BIPM and the CODATA TGFC will keep each other informed concerning projected activities and programmes of work that may be of interest to the other Party. They will arrange for the exchange of information and documents of mutual interest.

The employees, staff members, officials, agents, contractors or representatives of the BIPM and the CODATA TGFC participating in any of the programmes or activities pursuant to this Memorandum of Understanding, will not, unless specifically authorized, at any time, directly or indirectly use, disclose, furnish or make accessible to any third party confidential information of which either Party have become aware during the course of their participation in any of the activities pursuant to this Memorandum of Understanding.

Nothing in this Memorandum of Understanding will be construed as requiring either the BIPM or the CODATA TGFC to furnish confidential information as would, in the judgement of the Party possessing the information, constitute a violation of the confidence of any of its members or anyone from whom it has received such information or otherwise interfere with the orderly conducts of its operations.

The Director of the BIPM and the Executive Director of CODATA will, at the request of either Party, arrange for consultations regarding the provision by either Party of such special information as may be of interest to the other Party.

Article IV

Intellectual property rights

Nothing in this Memorandum of Understanding will be construed as granting or implying rights to or interest in the intellectual property rights owned by the BIPM or CODATA.

Excluding the determined recommended values of the basic constants and conversion factors of physics and chemistry, intellectual property rights arising from work created under the agreed activities under this Memorandum of Understanding will jointly belong to the Parties, unless the Parties otherwise agree in writing.

Article V Name, emblem and seal

Neither the BIPM nor CODATA will use the name, emblem or official seal of the other, in any form or manner whatsoever, without prior written authorization of the other Party.

In no event can authorization to use the name, emblem or official seal be granted for commercial purposes.

Article VI Financing of common actions

In all common actions stemming from this Memorandum of Understanding it is understood that the costs will be borne where they arise and that there will be no exchange of funds between the organizations.

This Memorandum of Understanding in and of itself does not create obligations of a financial nature for either the BIPM or CODATA.

The raising of resources and their allocation to any activities and programmes carried out under the present Memorandum of Understanding are subject to the respective financial rules and regulations of each organization.

Article VII Implementation of this Memorandum of Understanding

The Director of the BIPM and the Executive Director of CODATA may enter into such arrangements as may be found appropriate for the implementation of this Memorandum of Understanding.

Article VIII Privileges and immunities

Nothing in or relating to this Memorandum of Understanding will constitute or be deemed or construed as a waiver, express or implied, of any of the privileges and immunities accorded to the BIPM and CODATA or its staff by virtue of the international agreements and national laws applicable to the BIPM and CODATA.

Article IX Status of Personnel

The employees, staff members, officials, agents, contractors or representatives of the Party carrying out the activities pursuant to this Memorandum of Understanding will not be considered in any respect to be employees, staff members, officials, agents, contractors or representatives of the other Party.

Article X
Settlement of Disputes

Any dispute between the Parties arising out of or relating to the interpretation or implementation of this Memorandum of Understanding will be amicably settled among the Parties.

Article XI
Revision and termination

This Memorandum of Understanding will be subject to revision by agreement between the BIPM and CODATA.

Any such modification will enter into force thirty days from the date of such written agreement, or where such agreement is made by exchange of letters, from the date of the latest letter. Any such amendment will be annexed to this Memorandum of Understanding and will form an integral part hereof.

This Memorandum of Understanding may be terminated by either Party, on 31 December of any year, by written notice given to the other Party not later than 30 June of that year.

Notwithstanding the above, the provisions of this Memorandum of Understanding will survive any termination to the extent necessary to permit the orderly conclusion of activities and programmes then in progress within the framework of this Memorandum of Understanding. To this end, the BIPM and CODATA will take the necessary steps to ensure that termination does not prejudice ongoing activities and is not detrimental to the interests, financial or otherwise, of each other.

Article XII
Entry into force

This Memorandum of Understanding will come into force upon its signature by both Parties, or by their duly authorized representatives, and its provisions will remain applicable until this Memorandum of Understanding is terminated in accordance with its terms.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Memorandum of Understanding in two copies in English, both texts being equally authentic.

For the BIPM
Martin Milton
Director

For CODATA
Simon Hodson
Executive Director

Date 11 October 2021

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Place Sèvres, France

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