

PRACTICAL ARRANGEMENT

BETWEEN

THE INTERNATIONAL BUREAU OF WEIGHTS AND MEASURES (BIPM)

AND

**THE PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-
TEST-BAN TREATY ORGANIZATION (CTBTO)**

ON

**COLLABORATION ON THE METROLOGICAL TRACEABILITY OF
MEASUREMENTS OF INFRASOUND, SEISMIC ACTIVITY AND
RADIOACTIVITY**

This PRACTICAL ARRANGEMENT 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 **Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization**, established for the purpose of carrying out the necessary preparations for the effective implementation of the Comprehensive Nuclear-Test-Ban Treaty, located in Vienna, Austria, (hereinafter referred to as the “CTBTO”), duly represented by its Executive Secretary, Lassina Zerbo,

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 (NMIs) of its Member States, the Regional Metrology Organizations (RMOs) 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 Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (CTBTO) was created in 1996 by a Resolution adopted by the Meeting of States Signatories at the United Nations in New York, to carry out the necessary preparations for the effective implementation of the Comprehensive Nuclear-Test-Ban Treaty (CTBT), including in particular of the Treaty’s verification regime at entry into force of the Treaty;

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 Consultative Committee for Acoustics, Ultrasound and Vibration (CCAUV) organizes key comparisons in acoustics (airborne and underwater), in ultrasound and in vibration measurement and acts as the focus for this diverse community, seeking to develop common aims and increased collaboration between NMIs and appropriate designated organizations in Member States. The activities of the Consultative Committee for Ionizing Radiation (CCRI) concern matters related to the definitions of quantities and units, standards for x-ray, gamma-ray, charged particle and neutron dosimetry, radioactivity measurement and the international reference system for radionuclides (SIR), and advising the CIPM on matters related to ionizing radiation standards;

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

The Parties have agreed as follows:

Article I Purpose

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

The BIPM assists the CTBTO in its role to provide its States Signatories with data and products of the highest quality standard including reaching compatibility and adherence to the International System of Units (*Système International d'Unités*, the SI), metrological traceability and measurement uncertainty.

The CTBTO assists the BIPM in its role of coordinating the development and validation of Calibration and Measurement Capabilities (CMCs) for measurements in the field of low-frequency sound and vibration as well as radionuclide particulates and gases.

The Parties further agree to consult each other to ensure that the CTBTO documentation including recommendations, reports and handbooks relevant to measurements in the field of low-frequency sound and vibration as well as radionuclide particulates and gases, particularly when concerned with terminology, nomenclature, symbols and other conventions, are consistent with the SI.

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 representatives of the BIPM will be invited to attend meetings of the CTBTO related to metrological traceability and measurement uncertainty, including the coordination of Pilot Studies and the development and validation of CMCs, to participate without a vote in its deliberations with respect to items on the agenda in which the BIPM has

an interest, and to submit a report on the BIPM activities which are of common interest to both Parties.

The Parties likewise agree that representatives of the CTBTO will be invited to attend meetings of the CCAUV and the CCRI and to participate without a vote in their deliberations with respect to items on the agenda in which the CTBTO has an interest, and to submit a report on the CTBTO 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 CTBTO 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 CTBTO will keep each other informed concerning projected activities and programmes of work that they consider being of interest to the other Party. They will arrange for the exchange of information and documents of mutual interest.

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

Nothing in this Practical Arrangement will be construed as requiring either the BIPM or the CTBTO to furnish confidential information that would, in the judgement of the Party processing 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 conduct of its operations.

The Director of the BIPM and the Executive Secretary of the CTBTO 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 Practical Arrangement will be construed as granting or implying rights to or interest in the intellectual property rights owned by the BIPM or the CTBTO.

Any intellectual property rights arising from any work created under the agreed activities under this Practical Arrangement will jointly belong to the Parties, unless the Parties otherwise agree in writing.

Article V
Name, emblem and seal

Neither the BIPM nor the CTBTO 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 Practical Arrangement, it is understood that the costs will be borne respectively where they arise and that there will be no exchange of funds between the organizations.

This Practical Arrangement in and of itself does not create obligations of a financial nature for either the BIPM or the CTBTO.

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

Article VII
Implementation of this Practical Arrangement

The Director of the BIPM and the Executive Secretary of the CTBTO may enter into such arrangements as may be found appropriate for the implementation of this Practical Arrangement.

Article VIII
Privileges and immunities

Nothing in or relating to this Practical Arrangement will constitute or be deemed or construed as a waiver, express or implied, of any of the privileges and immunities of the BIPM or the CTBTO or their employees.

Article IX
Status of Personnel

The employees, staff members, officials, agents, contractors or representatives of the Party carrying out the activities pursuant to this Practical Arrangement 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 Practical Arrangement will be amicably settled between the Parties.

**Article XI
Revision and termination**

This Practical Arrangement will be subject to revision by agreement between the BIPM and the CTBTO.

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 later letter. Any such amendment will be annexed to this Practical Arrangement and will form an integral part hereof.

This Practical Arrangement 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 Practical Arrangement 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 Practical Arrangement. To this end, the BIPM and the CTBTO 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 either Party.

**Article XII
Entry into force**

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

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Practical Arrangement in duplicates in English.

For the BIPM
Martin Milton
Director

For the CTBTO
Lassina Zerbo
Executive Secretary

Date 10 June 2021

Date 4 May 2021

Place Sèvres, France

Place Vienna, Austria