

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL BUREAU OF WEIGHT AND MEASURES (BIPM)

AND

INTERNATIONAL UNION OF PURE AND APPLIED CHEMISTRY (IUPAC)

This MEMORANDUM OF UNDERSTANDING is made and entered into between

the **International Bureau of Weights and Measures**, with plenary organ the *General Conference on Weights and Measures (CGPM)* and supervisory organ the *International Committee for Weights and Measures (CIPM)*, the headquarters of which is located in Sèvres, France, duly represented by the President of the CIPM, Wynand Louw, (hereinafter referred to as the "BIPM"),

AND

the **International Union of Pure and Applied Chemistry**, the headquarters of which is located at 79 T.W. Alexander Drive, Building 4501, Suite 190, Research Triangle Park, Durham, North Carolina USA 27709, duly represented by its President, Qifeng Zhou (hereinafter referred to as "IUPAC"),

hereinafter referred to as the "Parties" collectively or "Party" individually.

PREAMBLE

RECALLING the objectives of IUPAC in the field of chemical sciences as set forth in the Statutes of IUPAC and in particular that IUPAC is the world authority on chemical nomenclature, terminology, standardized methods for measurements, and atomic weights;

CONSIDERING that IUPAC recognizes the responsibilities of the BIPM as set forth in the Metre Convention and, in particular, recommendations of the Member States set out in Resolution 7 adopted at the 20th meeting of the CGPM (1995) and Resolution 11 adopted at the 21st meeting of the CGPM (1999) related to the need of developing international traceability for measurements in chemistry and biology;

CONSIDERING that IUPAC recognizes the role of the CIPM, through its Consultative Committee for Amount of Substance: Metrology in Chemistry and Biology (CCQM) to develop, improve and document the equivalence of national standards (certified reference materials and reference methods) for chemical and biological measurements, providing for the global comparability of chemical and biological measurements and promoting traceability to the International System of Units (*Système International d'Unités*, SI), and where traceability to the SI is not yet feasible, to other internationally agreed references;

CONSIDERING that IUPAC recognizes the role of the CIPM, through its Consultative Committee for Units (CCU) in dealing with activities concerning matters related to the development of the SI and the preparation of successive editions of the SI Brochure, which defines and presents the system;

RECOGNIZING the role of the IUPAC Commission on Isotopic Abundances and Atomic Weights, and in particular in periodically publishing tables of standard atomic weights and isotopic abundances of the elements, and their importance in realizing traceable measurements;

NOTING the role of IUPAC's international committees of experts in drafting the IUPAC Color Books and their importance as a global resource for chemical nomenclature, terminology, and symbols;

NOTING that the Joint Committee for Guides in Metrology (JCGM) has tasks to maintain and promote the use of the Guide to the Expression of Uncertainty in Measurement (known as the GUM) and the International Vocabulary of Metrology (known as the VIM);

NOTING that the JCGM operates through two working groups: the JCGM-WG1, with responsibility for the GUM, and the JCGM-WG2, with responsibility for the VIM, the BIPM and IUPAC being founding members of the JCGM since January 1997;

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

The Parties have agreed as follows:

Article I Purpose

Under the present Memorandum of Understanding, the BIPM and IUPAC 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 Parties agree to consult each other to ensure that data published by IUPAC, related in particular to chemical properties and measurements, makes appropriate consideration and reference to the SI units, metrological traceability and measurement uncertainty.

The Parties further agree to consult each other to ensure that any IUPAC document ("Color Books"), and in particular Quantities, Units and Symbols in Physical Chemistry ("Green Book"), concerned with terminology, nomenclature, symbols and other conventions is consistent with the SI Brochure.

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

Article II

Reciprocal representation

Representatives of the BIPM shall be invited to attend meetings of IUPAC Interdivisional Committee on Terminology, Nomenclature and Symbols and to participate without vote in its deliberations with respect to items on the agenda in which the BIPM has an interest.

Representatives of IUPAC shall be invited to attend meetings of the CCQM and to participate without vote in its deliberations with respect to items on the agenda in which IUPAC has an interest, and to submit a report on IUPAC activities which are of common interest to both Parties.

Representatives of IUPAC shall be invited to attend meetings of the CCU and to participate without vote in its deliberations with respect to items on the agenda in which IUPAC has an interest, and to submit a report on IUPAC activities which are of common interest to both Parties.

Appropriate arrangements shall be made by agreement for reciprocal representation of the BIPM and IUPAC at other meetings convened under their respective auspices which consider matters in which the other organization has an interest.

Article III

Exchange of information and documents

Without prejudice to their respective confidentiality obligations, the BIPM and IUPAC shall keep each other informed concerning all projected activities and all programmes of work that may be of interest to the other party.

The BIPM and IUPAC recognize that they may find it necessary to apply certain limitations for the safeguarding of confidential information furnished to them. They therefore agree that nothing in this Memorandum of Understanding shall be construed as requiring either of them to furnish such information as 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 conducts of its operations.

The President of the CIPM and the IUPAC Secretariat shall, 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 shall be construed as granting or implying rights to or interest in the intellectual property rights owned by the BIPM or IUPAC.

Any intellectual property rights arising from any work created under the agreed activities under this Memorandum of Understanding shall jointly belong to the Parties, unless the Parties otherwise agree in writing.

Article V
Name, emblem and seal

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

In no event an authorization to use the name, emblem or official seal may 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 shall be borne where they arise and that there shall 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 IUPAC.

Article VII
Implementation of the Memorandum of Understanding

The President of the CIPM and the President of IUPAC 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 shall be deemed a waiver, express or implied, of any of the privileges and immunities accorded to the BIPM and IUPAC or its staff.

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

Article IX
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 X
Revision and termination

This Memorandum of Understanding shall be subject to revision by agreement between the BIPM and IUPAC.

Any such modification shall 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.

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

Article XI
Entry into force

This Memorandum of Understanding shall come into force upon its signature by both Parties, or by their duly authorized representatives.

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

For the BIPM
Wynand Louw
President of the CIPM

Date 17 October 2019

Place Sèvres

For IUPAC
Christopher M.A. Brett, Vice President, IUPAC
On behalf of Qifeng Zhou, President, IUPAC

Date 17 October 2019

Place Sèvres