



MEMORANDUM OF UNDERSTANDING ON COOPERATION

BETWEEN

THE INTERNATIONAL BUREAU OF WEIGHTS AND MEASURES (BIPM)

AND

THE VERSAILLES PROJECT ON ADVANCED MATERIALS AND STANDARDS (VAMAS)

GENERAL CONSIDERATIONS

Recognizing the role of the **International Bureau of Weights and Measures** (hereinafter referred to as BIPM), the intergovernmental organisation created by the Metre Convention whose mandate is to provide the basis for a single, coherent system of measurements throughout the world, traceable (where possible) to the International System of Units (SI). The BIPM is supervised by the **International Committee for Weights and Measures** (hereinafter referred to as CIPM);

Recognizing the role of the **Versailles Project on Advanced Materials and Standards** (hereinafter referred to as VAMAS), formed in 1985 by Canada, France, Germany, Italy, Japan, UK, USA and the EC as a mechanism for international collaboration on pre-standardisation materials research to provide a technical basis for agreement on methodologies prior to the formal development of a standard. Recognizing that its main objective is to support trade in high technology products, through international collaborative projects aimed at providing the technical basis for drafting codes of practice and specifications for advanced materials.

Recalling that BIPM and VAMAS (hereinafter referred to collectively as the Parties), recognise their respective roles and, desirous of augmenting their existing cooperation in the field of metrology, have agreed to this Memorandum of Understanding in accordance with their respective constituent instruments and applicable rules.

Considering:

- the economic importance of reliable measurements of materials properties for the development of new materials and the extended application of advanced manufacturing;
- the importance of consistent materials data to ensuring reliability, safety and the pursuit of free trade;
- the requirement for consistent materials data in the preparation of standards and specifications;
- that VAMAS has highlighted the need for improved accuracy and metrological traceability in the measurement of the properties of materials and has brought this to the attention of the CIPM;

Noting that the *ad hoc* Working Group on the measurement of the properties of materials, established by the CIPM in 2005, made a number of recommendations at the 96th meeting of the CIPM, including a proposal that VAMAS and the BIPM should sign a Memorandum of Understanding in order to ensure an ongoing dialogue with a view to identifying key metrological traceability issues affecting the comparability and accuracy of the measurement of materials properties.

1. PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to:

- continue a dialogue between VAMAS and the BIPM, including the CIPM and the Consultative Committees of the CIPM, as well as to encourage similar discussions between the BIPM, VAMAS and the relevant National Metrology Institutes, aimed at developing means to improve the reliability of the measurement of materials properties;
- support activities, to be further identified by VAMAS and the CIPM, either carried out jointly or by one party on the request of the second, which will contribute to the availability of more reliable data on materials properties;
- work together to identify and solve issues of metrological traceability, estimation of measurement uncertainty and the use of SI units for measurements of materials properties; and

- continue the collaboration between VAMAS and the BIPM in order to evaluate progress and to determine any further action required.

2. FIELDS AND MODALITIES OF COOPERATION

The Parties agree to meet annually to review and plan activities within this Memorandum of Understanding.

2.1 VAMAS

VAMAS shall initiate top-down reviews to identify priority actions in selected areas, in consultation with other stakeholders, and to draw these to the attention of the CIPM.

VAMAS shall develop with the BIPM and the CIPM, a number of pilot studies in priority areas and where there may be clear advantage to be gained from a greater application of the principles of traceability to the SI and assessment of uncertainty in consultation with appropriate Consultative Committees of the CIPM.

VAMAS shall provide a report to each annual meeting of the CIPM, identifying priorities and proposing actions.

2.2 BIPM

The BIPM and its supervisory body, the CIPM, shall maintain an ongoing dialogue with VAMAS in order to identify key metrological traceability issues.

The BIPM shall provide advice on the realisation of metrological traceability in the measurement of materials properties.

The CIPM shall encourage its Consultative Committees to consider issues related to the metrological traceability of the results of material property measurements and to initiate appropriate activities as necessary.

Finally, the BIPM shall undertake further reviews in the future.

3. INTELLECTUAL PROPERTY RIGHTS

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.

4. NAME, EMBLEM AND SEAL

The Parties shall not use the name, emblem or official seal of another Party, in any form or manner whatsoever, without the prior written authorization of that Party.

5. ADMINISTRATIVE AND FINANCIAL MODALITIES

The activities envisaged in this Memorandum of Understanding shall depend on the availability of the necessary financial and human resources, according to the Parties' administrative and financial regulations.

The Party with the responsibility of organising an agreed activity under this Memorandum of Understanding shall apply its own administrative and financial regulations and comply with its own practices, unless the Parties otherwise agree in writing.

Although the Parties may agree to support each other with regard to logistic and administrative resources, each Party shall cover its own costs unless otherwise agreed. The Parties shall make their best efforts to minimize the costs incurred by the other Parties.

6. FOCAL POINTS

The Contact Persons for each of the Parties within this Memorandum of Understanding shall be:

For VAMAS: The Chairman of the Versailles Project on Advanced
Materials and Standards

For BIPM: The Director of the BIPM

7. SETTLEMENT OF DISPUTES

In the event of a dispute, controversy or claim arising out of or relating to this Memorandum of Understanding, or the breach, termination or invalidity thereof (a “dispute”), the Parties shall use their best efforts to settle promptly such dispute through direct negotiation. Any dispute that is not settled within sixty (60) days from the date a Party has notified the other Parties of the nature of the dispute and of the measures that should be taken to rectify it shall be resolved through consultation between the executive heads of the Parties. Each Party shall give full and sympathetic consideration to any proposal advanced by another to settle amicably any matter for which no provision has been made or any controversy as to the interpretation or application of this Memorandum of Understanding.

8. FINAL CLAUSES

This Memorandum of Understanding may be modified or amended by written agreement between the Parties.

Each party shall have the right to terminate this Memorandum of Understanding by giving at least six months’ notice in writing to the other Parties at any time. If the Memorandum of Understanding is terminated by a Party, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress. Existing projects which are due to be completed within one calendar year from the date of notice of termination shall not be affected by such termination unless agreed upon by all the Parties.

Nothing in, or relating to, this Memorandum of Understanding shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Parties.

This Memorandum of Understanding shall enter into force upon signature by the Director of the BIPM and the Chairman of VAMAS.

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

Andrew Wallard

For the BIPM

Andrew Wallard

Director

Date: 29 June 2008 Place: Seves

Graham Sims

For VAMAS

Graham Sims

Chairman

Date: 16th June 2008 Place: Teddington