

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INTERNATIONAL BUREAU OF WEIGHTS AND MEASURES (BIPM)
AND
THE INTERNATIONAL COMMISSION ON ILLUMINATION (CIE)

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"),

AND

The **International Commission on Illumination**, the global non-profit organization through which its members act together on all matters relating to the science, technology and art in the fields of light and lighting, the headquarters of which is located in Vienna, Austria (hereinafter referred to as the "CIE"),

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;

CONSIDERING that the International Committee for Weights and Measures (CIPM), the BIPM's non-plenary governing body, 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 mission of the Consultative Committee for Photometry and Radiometry (CCPR) is to advance global compatibility of photometric and radiometric measurements through promoting traceability to the International System of Units (SI) photometric unit, the candela, and associated derived units and related radiometric quantities, enabling Member States and Associates to make measurements with confidence;

- The activities of the Consultative Committee for Units (CCU) concern matters related to the development of the SI, preparation of successive editions of the SI brochure, and advice to the CIPM on matters concerning units of measurement;

RECOGNIZING that the International Commission on Illumination (CIE) has objectives in the fields of scientific fundamentals of vision and colour, metrology of optical radiation and optical properties of materials, photobiology and photochemistry, image technology, and lighting applications and design for interior and exterior environments;

CONSIDERING that the CIE has the expertise and role to define photobiological and photochemical quantities and to standardize action spectra for photobiological and photochemical quantities, including but not limited to those related to human vision, and to ensure that data obtained in the course of its work is accurate and reliable;

DESIRING to establish a non-binding framework with a view to enhancing cooperation between the Parties, with respect to the activities detailed below;

The Parties have agreed as follows:

Article I Purpose

The purpose of this MoU is to establish a non-binding and non-exclusive framework for cooperation between the Parties in respect of matters of common interest in light of their respective mandates and within the scope of Article II below.

Article II Scope of mutual cooperation

Subject to their respective rules, regulations and procedures, the Parties hereby express their mutual intent to collaborate with each other, namely in the following areas (collectively, the “Activities”):

- To ensure that data related to measurements of light, optical radiation, colour, optical properties of materials, photobiological and photochemical quantities, coming from the programmes organized under the auspices of the CIE are properly based on units traceable to the SI and internationally recognized through the procedures of the CIPM Mutual Recognition Arrangement (CIPM MRA) for national measurement standards and the written International Standards, Guides and Reports published by the CIE;
- To ensure that the definition of photometric units, currently based on the constant for the luminous efficacy of defined visible radiation, remains fit for purpose for all relevant applications in photometry, considering future progress of physiological research;
- To consult each other so as to collaborate and avoid duplication or inconsistencies between their actions related to fundamental and applied metrological aspects of photometry and radiometry, such as measurement traceability, terminology, equivalence of measurements and uncertainty of measurements;

- To cooperate in the development, implementation, and promotion of the SI Digital Framework as part of a wider digital transformation of the international scientific and quality infrastructure, including, but not limited to, actions within the scope of the *Joint Statement of Intent on the digital transformation in the international scientific and quality infrastructure* of March 2022.

Reciprocal representation:

The Parties agree that designated BIPM staff and CCPR members will be invited to attend meetings of the CIE, its Technical Committees and Divisions 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 designated CIE representatives will be invited to attend meetings of the General Conference of Weights and Measures (CGPM), the BIPM's plenary body, as well as meetings of the CCPR and CCU and to participate, without voting rights, in its deliberations with respect to items on the agenda in which the CIE has an interest.

Where appropriate, the Parties will jointly elaborate written arrangements for reciprocal representation at any other meetings convened under their respective auspices which consider matters in which one of the Parties has an interest.

Article III

Exchange of information and confidentiality

Without prejudice to their respective confidentiality obligations, the Parties 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 Parties shall ensure that the persons they have designated to participate on their behalf in any of the programmes or Activities pursuant to this MoU, 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 that they have become aware of during the course of their participation in any of programmes or the Activities pursuant to this MoU.

Nothing in this MoU will be construed as requiring either Party 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 conducts of its operations.

Article IV

Intellectual property rights

Nothing in this MoU will be construed as granting or implying rights to, or interest in, the intellectual property rights owned by the Parties.

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

Article V
Name, emblem and seal

Neither Party shall use the name, emblem or official seal of another Party, in any form or manner whatsoever, without prior written authorization of the concerned Party.

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

Article VI
Focal Point

The Director of the BIPM and the Secretary General of the CIE shall designate representatives for purposes of facilitating the implementation of the present MoU and other related arrangements which may be established by the Parties. The contact details of representatives should be communicated in writing to the Parties.

Article VII
Non-binding nature of this MoU

This MoU is not intended as, and will not be deemed or construed as, a binding agreement between the Parties.

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

Article VIII
Financing of Activities and Implementation

Nothing contained in this MoU will give rise to any form of fiduciary or legal obligations or responsibilities by either Party. Correspondingly, this MoU does not constitute, and will not be deemed or construed as any obligation or commitment of any type, whether express or implied, by either Party in respect of the provision of funds or financing; and any activities that may be conducted hereunder will be subject to and contingent upon the availability of sufficient staff, funds and other resources. In all common Activities stemming from this MoU, it is understood that the costs will be borne where they arise and that there will be no exchange of funds between the Parties.

Should it be necessary, the relevant terms and conditions concerning the Activities (including, without limitation, those relating to financial, legal and operational matters, as well as to the respective rights, roles and responsibilities of the Parties, if any) may be set forth in a separate and legally binding written agreement.

For the duration of this MoU, the Parties may publicly announce that they collaborate in the Activities as listed in Article II above.

Article IX

Privileges and immunities

Nothing in or relating to this MoU will constitute or be deemed or construed as a waiver, express or implied, of the privileges, immunities, exemptions or facilities enjoyed by the Parties or their staff under international law or by virtue of the international conventions or agreements, or applicable domestic legislation.

Article X

Status of Personnel

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

Article XI

Modification and termination

This MoU may only be modified or supplemented pursuant to a written amendment mutually agreed to and signed by the Parties. Any such amendment will be annexed to this MoU and will form an integral part hereof.

This MoU 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.

Notwithstanding the above, the provisions of this MoU 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 MoU. To this end, the Parties 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.

This MoU shall supersede and replace all prior agreements and understandings, oral or written, between the BIPM and the CIE, including the Agreement signed on 2 April 2007, between the CIE and the CIPM, the BIPM's non-plenary governing body.

Article XII

Entry into force

This MoU will become effective on the date of its signature by all Parties, or by their duly authorized representatives, and its provisions will remain applicable until this MoU is terminated in accordance with its terms.

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

For the BIPM

Martin Milton
Director of the BIPM

For the CIE

Diana Wernisch
Secretary General of the CIE

Date 15 July 2025

Place Varese, Italy

Date 15 July 2025

Place Varese, Italy