



MEMORANDUM OF UNDERSTANDING

between

THE INTERNATIONAL BUREAU OF WEIGHTS AND MEASURES

(hereinafter referred to as the 'BIPM')

and

THE INTERNATIONAL ATOMIC ENERGY AGENCY

(hereinafter referred to as the 'IAEA')

PREAMBLE

Whereas the BIPM and IAEA have expressed interest to increase cooperation

Now, therefore, the BIPM and the IAEA (also referred to as ‘the Parties’) have agreed as follows:

Article 1: PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING

1.1 Under the present Memorandum of Understanding, the BIPM and IAEA agree to identify modalities for improving cooperation and coordination of activities in respect of matters of common interest.

1.2. The Parties also agree that they will act in close cooperation and consult each other in regard to matters of common interest whenever this may be appropriate in the light of their respective mandates.

Article 2: INSTITUTIONAL ARRANGEMENTS

2.1. To establish the appropriate channels of communication to facilitate cooperation between the BIPM and IAEA.

2.2 The Deputy Director General, the Head of the IAEA Department of Nuclear Sciences and Applications and the Director of the BIPM will be responsible for the coordination of activities as laid out in Articles 3 and 4 below of the present Memorandum of Understanding.

Article 3: GENERAL AREAS OF COOPERATION

The Parties identify the following general areas in respect of which cooperation may be enhanced:

- (a) Metrology in ionizing radiation and chemical measurements
- (b) Provision of BIPM calibrations for IAEA reference standards
- (c) Provision of measurement standards and reference materials
- (d) Compilation and provision of validated nuclear data.

Article 4: SPECIFIC AREAS OF COOPERATION

The Parties, subject to their respective Financial Regulations and Rules and other internal regulations and rules, policies and procedures, agree to cooperate in specific areas including but not limited to the following:

- a) Mutual continuous exchanging of data and information subject to their confidentiality obligations;
- b) IAEA representation in the Consultative Committees created by the CIPM (e.g. Consultative Committee for Ionizing Radiation (CCRI) and Consultative Committee for Amount of Substance – Metrology in Chemistry), subject to prior approval by the CIPM;

- c) IAEA participation — as a signatory — in activities related to the *Mutual Recognition of National Measurement Standards and of Calibration and Measurement Certificates issued by the National Metrology Institutes*, including participation and organization of Pilot Studies, Supplementary and Key Comparisons, with subsequent entries into the BIPM data base of comparisons, and measurement and calibration capabilities (CMCs) where relevant;
- d) Representation of the BIPM on the IAEA's Standing Advisory Committee (SAC) for the dosimetry and medical radiation physics Subprogramme subject to prior approval by the SAC;
- e) BIPM support to the IAEA/WHO postal TLD service through provision of access to the BIPM facilities for the calibration of IAEA standards and reference irradiations, and calibration of IAEA dosimetry standards at the BIPM;
- f) Collaboration in the area of measurement standards and reference materials, with the common aim to support world-wide comparability of measurement results through provision of proper metrological calibration and quality assurance tools;
- g) Collaboration in the publication and dissemination of nuclear data with the common interest to provide consistent and highly accurate data;
- h) Participating in planning, implementation and monitoring of activities jointly established within the areas of collaboration (e.g. scientific events, workshops, etc.)
- i) Supporting awareness raising activities and collaboration in preparation of standardized procedures, recommended methodologies and educational/training material.

Article 5: FINANCIAL ARRANGEMENTS

Nothing in this Memorandum of Understanding shall give rise to a legal or financial obligation upon either Party. Where measures taken to implement this Memorandum of Understanding may give rise to any financial or legal obligations, the Parties shall conclude a separate agreement, subject to their respective internal Regulations and Rules, including their respective Financial Regulations and Rules, prior to such measures being undertaken.

Article 6: PERSONNEL

Any personnel employed by the Parties shall remain subject to the regulations and rules of their respective institutions in all matters of employment, medical and life insurance and employee rights and benefits. Nothing contained in this Memorandum of Understanding shall be deemed to constitute or create any employer/employee relationship between IAEA and the BIPM.

Article 7: DISSEMINATION OF INFORMATION

The BIPM and the IAEA will support the widest possible dissemination of unclassified information provided or exchanged under this Memorandum of Understanding, subject to the need to protect proprietary information. The BIPM and the IAEA will ensure the confidentiality of information classified by the other party as restricted or confidential.

Article 8: INTELLECTUAL PROPERTY

The BIPM and the IAEA will cooperate to ensure that the intellectual property and rights thereto, including without limitation all copyrights and patents, in and to any material or invention produced by either party, their employees and sub-contractors arising from the cooperation between the BIPM and the IAEA in the implementation of this Memorandum of

Understanding can be used to further their respective functions of, *inter alia*, fostering the exchange of information among their Member States.

Article 9: USE OF NAME, EMBLEM OR OFFICIAL SEAL

9.1. The IAEA shall not use the name, emblem or official seal of the BIPM for any purpose other than as expressly authorized in writing by the BIPM.

9.2. The BIPM shall not use the name, emblem or official seal of the IAEA for any purposes other than as expressly authorized in writing by the IAEA.

Article 10: PRIVILEGES AND IMMUNITIES

Nothing in or related to this Memorandum of Understanding shall be deemed to constitute any waiver, express or implied, of the immunities, privileges, exemptions and facilities enjoyed by the BIPM or IAEA under international law, international conventions or agreements, including the Agreement on the Privileges and Immunities of the IAEA, the BIPM Headquarters Agreement, or the domestic legislation and laws of their respective Member States.

Article 11: DISPUTE SETTLEMENT

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

Article 12: ENTRY INTO FORCE, AMENDMENT AND TERMINATION

12.1. This Memorandum of Understanding shall enter into force upon signature by the Parties. When signature takes place on two different dates, the Memorandum of Understanding shall enter into force from the date of the second signature

12.2 The provisions of the present Memorandum of Understanding may be modified by written agreement between the Parties. 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.

12.3. This Memorandum of Understanding may be terminated by either Party giving sixty days written notice to the other Party thereof. Where notice of termination is given, the Parties shall take immediate steps to bring all joint activities to a close in a prompt and orderly manner.

Vienna, 2012-06-25

For the BIPM



Michael Kuehne
Director

For the IAEA



Daud Mohamad
Deputy Director General