

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL BUREAU OF WEIGHTS AND MEASURES (BIPM)

AND

**THE INTERNATIONAL FEDERATION OF CLINICAL CHEMISTRY AND
LABORATORY MEDICINE (IFCC)**

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”), duly represented by the President of International Committee for Weights and Measures (CIPM), Wynand Louw,

AND

the **International Federation of Clinical Chemistry and Laboratory Medicine**, the headquarters of which is located at Churerstrasse 135, Pfäffikon 8808 SZ, Switzerland, (hereinafter referred to as the “IFCC”), duly represented by its President, Khosrow Adeli,

hereinafter referred to as the “Parties” collectively or “Party” individually.

PREAMBLE

RECOGNIZING 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 worldwide 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;

RECALLING the objectives of the International Federation of Clinical Chemistry and Laboratory Medicine (IFCC) in the field of clinical chemistry and laboratory medicine (CCLM) as set forth in the Statutes of IFCC and in particular that the IFCC strives to enhance the scientific level and the quality of diagnosis and therapy for patients worldwide, especially through its Scientific Division, which has the mission to advance the science of CCLM and apply it to the clinical practice;

CONSIDERING that the IFCC 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 General Conference on Weights and Measures (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 the IFCC 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*, the SI), and where traceability to the SI is not yet feasible, to other internationally agreed references, and documenting calibration and measurement capabilities of National Metrology Institutes that have been mutually recognized through the CIPM Mutual Recognition Arrangement (CIPM MRA) and are published in the BIPM key comparison database (KCDB) maintained by the BIPM;

CONSIDERING that the IFCC 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;

CONSIDERING that the CIPM and BIPM recognize the role of the IFCC Scientific Division in advancing the science of clinical chemistry and applying it to the practice of clinical laboratory medicine, and in particular instigating and promoting theoretical and practical developments in the field of standards and standardization in clinical chemistry;

NOTING that the goal of the Joint Committee for Traceability in Laboratory Medicine (JCTLM) is to provide a worldwide platform to promote and give guidance on internationally recognized and accepted equivalence of measurements in laboratory medicine and traceability to appropriate measurement standards, the BIPM and the IFCC being founding members of the JCTLM since 2002;

NOTING that the JCTLM operates through two working groups: the JCTLM Database Working Group which is charged with establishing a process for identifying, reviewing and publishing lists of available higher order certified reference materials, reference measurement procedures, and reference measurement services of laboratories; the JCTLM Working Group on Traceability is charged to produce and promote educational materials to demonstrate the value of traceability in laboratory medicine as a means to reduce between method variability in the interests of improved clinical outcomes and patient safety;

NOTING that the Joint Committee for Guides in Metrology (JCGM) maintains and promotes 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) and 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 the IFCC being founding members of the JCGM since 1997;

DESIRING to establish closer relations between the BIPM and the IFCC 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 the IFCC 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 the IFCC, related in particular to chemical properties and measurements, makes appropriate consideration and reference to the SI units, metrological traceability and measurement uncertainty.

The Parties agree to consult each other on the development of reference measurement systems for clinical chemistry and laboratory medicine to ensure appropriate consideration and reference is made to the SI units, metrological traceability and measurement uncertainty, and calibration and measurement capabilities of National Metrology Institutes published in the KCDB.

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 IFCC Scientific Division, and 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 further agree that representatives of the IFCC will be invited to attend meetings of the CCQM and the CCU, and to participate without a vote in their deliberations with respect to items on the agenda in which the IFCC has an interest, and to submit a report on the IFCC 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 IFCC 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 IFCC 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, agents, contractors or representatives of the BIPM and the IFCC participating in any of the programmes or activities pursuant to this Memorandum of Understanding, will not, unless specifically authorized, at any time, directly or indirectly use, disclose, furnish or make accessible to any third party confidential

information of one another of which they have become aware during the course of their participation in any of the activities pursuant to this Memorandum of Understanding.

Nothing in this Memorandum of Understanding will be construed as requiring either the BIPM or the IFCC to furnish confidential 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 conduct of its operations.

The President of the CIPM and the President of the IFCC 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 Memorandum of Understanding will be construed as granting or implying rights to or interest in the intellectual property rights owned by the BIPM or the IFCC.

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

Article V Name, emblem and seal

Neither the BIPM nor the IFCC 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 Memorandum of Understanding it is understood that the costs will be borne where they arise.

If exchange of funds between the organizations is deemed necessary, this will be agreed through specific arrangements.

This Memorandum of Understanding in and of itself does not create obligations of a financial nature for either the BIPM or the IFCC.

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

Article VII
Implementation of the Memorandum of Understanding

The President of the CIPM and the President of the IFCC 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 MoU will constitute or be deemed or construed as a waiver, express or implied, of any of the privileges and immunities accorded to the BIPM and the IFCC or its staff by virtue of the international agreements and national laws applicable to the BIPM and the IFCC.

Article IX
Status of Personnel

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

Article XI
Revision and termination

This Memorandum of Understanding will be subject to revision by agreement between the BIPM and the IFCC.

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 Memorandum of Understanding and will form an integral part hereof.

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.

Notwithstanding the above, the provisions of this Memorandum of Understanding 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 Memorandum of Understanding. To this end, the BIPM and the IFCC 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.

Article XII
Entry into force

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

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

For the IFCC
Khosrow Adeli
President of the IFCC

Date 14 September 2020

Date 15 September 2020

Place Pretoria

Place Milan (IT)