

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL BUREAU OF WEIGHTS AND MEASURES (BIPM)

AND

THE INTERNATIONAL TELECOMMUNICATION UNION (ITU)

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 Telecommunication Union**, the United Nations specialized agency for information and communications technologies (ICTs), the headquarters of which is located at the Place des Nations, 1202 Geneva, Switzerland (hereinafter referred to as "ITU"),

hereinafter referred to as the "Signatories" collectively or "Signatory" individually.

PREAMBLE

RECOGNIZING the International Bureau of Weights and Measures (BIPM), established by the Metre Convention in 1875 with the mission to work with the NMIs of its Member States, the 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;

RECOGNIZING the International Telecommunications Union (ITU), founded in 1865 to facilitate international communication network connectivity, is the United Nations specialized agency that allocates global radio frequency assignments and geostationary communications satellite orbits, develops the technical standards through ITU Recommendations that ensures network and technologies seamlessly interconnect, and strives to improve access to ICTs to developing communities world-wide;

CONSIDERING the ITU has three main areas of activity organized into Sectors. The Radiocommunication Sector (ITU-R) deals with satellites for communications, navigation and monitoring of the Earth's weather and environment as well as broadcast and wireless communication. The Telecommunication Standardization Sector (ITU-T) deals with internet access, transport protocols, voice and video compression, home networking, and a myriad other aspects of ICT's. Finally, the Telecommunication Development Sector (ITU-D) provides programmes in entering or expanding presence in emerging markets, demonstrating global ICT leadership, applying good policy practices, or pursuing corporate social responsibility;

CONSIDERING that the International Committee for Weights and Measures (CIPM) 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 activities of the Consultative Committee for Time and Frequency (CCTF) concern matters related to the definition and realization of the second, establishment and diffusion of International Atomic Time (TAI) and Coordinated Universal Time (UTC), and advice to the CIPM on matters related to time and time scales;

CONSIDERING that the seven ITU-R Study Groups and other related groups, of which the BIPM is a ITU-R Sector Member, develop the technical basis for decisions made at World Radiocommunication Conferences and develop global standards in the form of Recommendations, Reports and Handbooks on radiocommunication technology to ensure the rational, equitable, efficient and economical use of the radio-frequency spectrum by all radiocommunication services, including satellite services;

CONSIDERING that ITU-R Study Group 7 (SG 7), Science Services, performs technical studies and recommends standards on radiocommunication technology for coordinating the dissemination of standard frequency and time signals and making other relevant recommendations, and that ITU-R has a liaison with the CCTF and participates in the General Conference on Weights and Measures (CGPM) as an observer;

RECALLING the various recommendations adopted by Member States during the meetings of the CGPM in 1987, 2003 and 2018, namely:

- Resolution 2 adopted at the 26th meeting of the CGPM (2018): for the need to formally define TAI and UTC and to work with all relevant unions and organizations to develop a common understanding of these reference time scales, their realization, dissemination and further improvement in their accuracy;
- Resolution 3 adopted at the 22nd meeting of the CGPM (2003): for coordination of initiatives to support the implementation of metrology, accreditation, and standardization in developing countries and economies;
- Resolution 4 adopted at the 18th meeting of the CGPM (1987): for support of experiments over telecommunications satellite links for the study of synchronization techniques;

NOTING the BIPM-ITU partnership within the International Network on Quality Infrastructure (INetQI) which promotes the understanding, value and acceptance of the quality infrastructure and provides guidance and support for its effective implementation and integration world-wide; the BIPM and ITU are founding members of the Joint Committee on Coordination of Assistance to Developing Countries in Metrology, Accreditation and Standardization (JCDCMAS) (predecessor of INetQI) since 2002;

DESIRING to enter into this Memorandum of Understanding (MoU), for the purpose of establishing a non-binding framework applicable to the cooperation between them, with respect to the activities detailed below;

The Signatories intend to cooperate with each other as follows:

Article I Purpose

The purpose of this MoU is to establish a high-level, non-binding and non-exclusive framework for the cooperation which the Signatories mutually intend to undertake in the commonly agreed areas, which are more fully described under Article II below.

Article II Scope of mutual cooperation

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

- Assistance to the ITU-R in its role to set standards concerning time signals and frequency standard emissions, protocols, and dissemination procedure, related studies and other issues by the BIPM to ensure compatibility and adherence to the International System of Units (*Système International d'Unités*, the SI), metrological traceability and measurement uncertainty;
- Assistance to the BIPM in its role of defining and realizing measurement standards and reference time-scales taking into account the needs of radio communication users and regulations by ITU;
- Ensuring that ITU-R documentation including recommendations, reports and handbooks relevant to time and frequency dissemination signals, particularly when concerned with terminology, nomenclature, symbols and other conventions, are consistent with the SI; and
- Informing each other on current and planned activities in which there may be common interest.

2.2 Reciprocal representation:

The Signatories agree that representatives of the BIPM will be invited to attend meetings of ITU SG 7, Science Services, and its Working Party 7A, Broadcast Frequency and Time Signals Services, and to participate without vote in its deliberations with respect to items on the agenda in which the BIPM has an interest.

The Signatories further agree that representatives of ITU will be invited to attend meetings of the CCTF and to participate without vote in its deliberations with respect to items on the agenda in which ITU has an interest, and to submit a report on ITU activities which are of common interest to both Signatories.

Where appropriate, the Signatories will jointly elaborate appropriate written arrangements for reciprocal representation of the BIPM and ITU 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 confidentiality

Without prejudice to their respective confidentiality obligations, the BIPM and ITU will keep each other informed concerning projected activities and programmes of work that they consider being of interest to the other Signatory. 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 ITU participating 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 one another of which they have become aware during the course of their participation in any of the Activities pursuant to this MoU.

Nothing in this MoU will be construed as requiring either the BIPM or ITU to furnish confidential information as would, in the judgement of the Signatory 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 Director of the BIPM and the Secretary-General of the ITU will, at the request of either Signatory, arrange for consultations regarding the provision by either Signatory of such special information as may be of interest to the other Signatory.

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 BIPM or ITU.

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

Article V
Name, emblem and seal

Neither the BIPM nor ITU will use the name, emblem or official seal of the other, in any form or manner whatsoever, without prior written authorization of the other Signatory.

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

Article VI
Notices

6.1 For purposes of facilitating the implementation of the agreements and other arrangements which may be established by the Signatories under the framework of this MoU, the channel of communication for the Signatories will be as follows:

For the BIPM:

International Bureau of Weights and Measures
12bis Grande Rue
F-92310 Sèvres
France
Attention: Dr. Patrizia TAVELLA, Director of the Time Department
Telephone: +33 1 45 07 70 76
E-mail: patrizia.tavella@bipm.org

For ITU:

International Telecommunication Union
Place des Nations
CH-1211 Geneva
Switzerland
Attention: Dr. Vadim NOZDRIN, Study Group Counsellor, ITU
Radiocommunication Bureau
Telephone: +41 22 730 60 16
E-mail: vadim.nozdrin@itu.int

6.2 Each Signatory may, by written notice to the other Signatory, designate additional or substitute representatives of such Signatory.

Article VII Nature of this MoU; Financing of Activities; Implementation

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

7.2 Nothing contained in this MoU will give rise to any form of fiduciary or legal obligations or responsibilities by either Signatory. 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 Signatory 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 Signatories.

7.3 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 Signatories, if any) will be set forth in one or more legally binding written agreements and/or other instruments which will be separately negotiated, agreed to and signed by both of the Signatories following the execution of this MoU.

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

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 ITU or its staff by virtue of the international agreements and national laws applicable to the BIPM and ITU.

Article IX
Status of Personnel

The employees, staff members, officials, agents, contractors or representatives of the Signatory 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 the other Signatory.

Article X
Settlement of Disputes

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

Article XI
Modification and termination

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

This MoU may be terminated by either Signatory, 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 BIPM and ITU 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 MoU will become effective on the date of its signature by both Signatories, 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
Wynand Louw
President of the CIPM

For ITU
Mario Maniewicz
Director, Radiocommunication Bureau

Date: 29 June 2020

Date 30 June 2020

Place: Pretoria

Place Geneva