



MEMORANDUM OF UNDERSTANDING ON COOPERATION

BETWEEN

**THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (UNIDO),
THE INTERNATIONAL BUREAU OF WEIGHTS AND MEASURES (BIPM) AND
THE INTERNATIONAL ORGANIZATION OF LEGAL METROLOGY (OIML)**

1 General Considerations

1.1 The United Nations Industrial Development Organization (hereinafter referred to as UNIDO) has as its primary objective the promotion and acceleration of industrial development in the developing countries with a view to assisting in the establishment of a new international economic order. The Organization also promotes industrial development and cooperation on global, regional and national, as well as on sectoral levels, focusing its assistance around the following three areas:

- Poverty Reduction through Productive Activities which addresses the cause of poverty not just the symptoms and supporting private sector development as an engine of growth and employment creation;
- Energy and Environment to develop energy efficiency, renewable energy sources and encouraging cleaner production;
- Trade Capacity Building, which addresses supply side constraints through quality programmes and industrial restructuring and upgrading. In particular this includes the necessary technical infrastructure and capacity in a country for Metrology, Accreditation, and Standards (MAS) and for Conformity Assessment, so that it can fulfil the requirements under the Technical Barriers to Trade (TBT) and Sanitary and Phytosanitary

A handwritten signature in blue ink, appearing to be 'AJ'.

A handwritten signature in blue ink, appearing to be 'glo'.

A handwritten signature in blue ink, appearing to be a stylized name.

Measures (SPS) agreements, and facilitate effective participation in technical requirements of the multilateral trading system.

- 1.2 The International Bureau of Weights and Measures (hereinafter referred to as BIPM) is the intergovernmental organisation 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 plays a lead role in the removal of technical barriers to trade by providing an open, transparent and comprehensive scheme for the mutual recognition of national measurement standards and of calibration and measurement certificates issued by national metrology institutes. This scheme gives users reliable quantitative information on the comparability of national metrology services and provides the technical basis for wider agreements negotiated for international trade, commerce and regulatory affairs.
- 1.3 The International Organization of Legal Metrology (hereinafter referred to as OIML) is the intergovernmental organisation which assists in the removal of technical barriers to trade by developing harmonized legislative, administrative and technical procedures for measuring instruments useful in trade or regulatory activities. These are recommended to public authorities for implementation on their behalf in order to specify and to ensure, in a regulatory or contractual manner, the appropriate quality and credibility of measurements related to official controls of trade, health, safety and the environment.
- 1.4 UNIDO, BIPM and OIML (hereinafter referred to collectively as the Parties), recognising 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.

2 Purpose of the Memorandum of Understanding

- 2.1 The purpose of this Memorandum of Understanding is to establish a strategic partnership between the Parties in the field of metrology in order to enhance the impact of industrial development on



economic growth, to minimize technical barriers to trade, and to assist in the beneficial integration of developing countries and transition economies into the global economy.

3 Fields and modalities of cooperation

3.1 The Parties agree to cooperate with each other within the framework of their respective mandates, policies and resources so as to facilitate the effective attainment of the objectives set forth in their respective constituent instruments. To that end, the Parties agree to consult each other and, where appropriate, to exchange information on matters of common interest. Subject to the availability of the necessary funding, the Parties agree to develop joint programmes, projects and activities in accordance with the terms of this Memorandum of Understanding. The principal fields of cooperation between the Parties will be trade capacity building, training and research.

3.2 As appropriate, specific arrangements may be agreed upon by the Parties for:

- informing each other about work of mutual interest which is planned or which is to be carried out by each Party, in particular on their trade capacity building or technical assistance programmes to developing countries and transition economies;
- pooling resources and expertise;
- distributing or presenting, on request, material produced by any of the Parties;
- providing for reciprocal representation, where the respective rules and practices of the Parties so allow, at meetings that consider matters of interest to the Parties, with a view to furthering cooperation pursuant to this Memorandum of Understanding;
- the furnishing by each Party of copies of its periodicals and other publications which may be of interest to the others;
- promoting through their own networks the other Parties' activities, instruments or arrangements.

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



4 Intellectual Property Rights

4.1 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.

5 Administrative and Financial Provisions

5.1 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.

5.2 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.

5.3 Although the Parties may agree to support each other with regard to logistic and administrative resources, unless otherwise agreed, each Party shall cover the expenses related to the participation of its staff in the agreed activities out of its own financial resources. The Parties shall make their best efforts to minimize the costs incurred by the other Parties.

5.4 For agreed activities organised by a Party and financed, in full or in part, by another Party or Parties, administrative and financial provisions shall be defined in advance between the Parties in a separate exchange of letters.

6 Focal points

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

- For UNIDO: The Managing Director of the Programme Development and Technical Cooperation Division
- For BIPM: The Director of the BIPM
- For OIML: The Director of the International Bureau of Legal Metrology (BIML).



7 Name, Emblem and Seal

7.1 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.

8 Settlement of Disputes

8.1 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.

9 Final Clauses

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

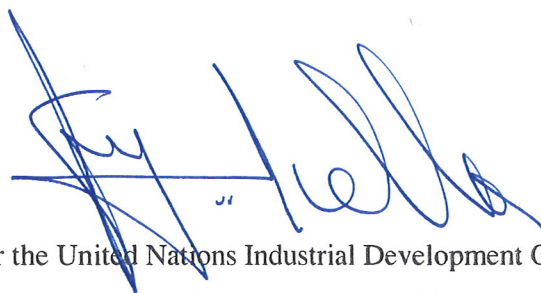
9.2 Each party shall have the right to terminate this Memorandum of Understanding by giving at least six months' notice in writing to the other Parties at any time. If the Memorandum of Understanding is terminated by a Party, steps shall be taken to ensure that the termination does not affect any prior 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.

9.3 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.

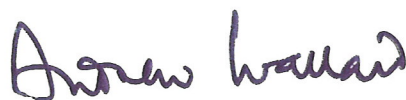


9.4 This Memorandum of Understanding shall enter into force upon signature by the Director-General of UNIDO, the Director of the BIPM and the President of the International Committee of Legal Metrology (CIML).

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Memorandum of Understanding in Vienna on 3 December 2008 in three copies in English, all the three texts being equally authentic.



For the United Nations Industrial Development Organization
Kandeh K. Yumkella
Director-General



For the International Bureau of Weights and Measures
Andrew J. Wallard
Director



For the International Organization of Legal Metrology
Alan E. Johnston
CIML President