



53rd CIML Meeting - Working Document

**Additional Meeting Document**

**53-CIML-AMD-02**

2018-07-13

**Agenda item 9.4: Signature of Memoranda of Understanding**

**IEC-OIML Memorandum of Understanding**



## **MEMORANDUM of UNDERSTANDING**

**between**

**The INTERNATIONAL ELECTROTECHNICAL COMMISSION (IEC) and  
The INTERNATIONAL ORGANIZATION OF LEGAL METROLOGY (OIML)**

**concerning**

**LIAISONS and COLLABORATION BETWEEN BOTH ORGANIZATIONS**

The scope of this Memorandum of Understanding (MoU) covers the relationship between the OIML and the IEC in matters of relevant technical cooperation, conformity assessment, standards development and practices.

The **OIML** including its **Certification System (OIML-CS)** and the **IEC** including its **Conformity Assessment Systems (IECEE, IECEX, IECQ and IECRE)**:

- **CONSIDERING** that the OIML is an Intergovernmental Organization which was established to harmonize legal metrology regulations and methods of control, to solve, at the international level, technical and administrative issues as they relate to legal metrology concerning the manufacture, conformity assessment, use and control of measuring instruments and to facilitate the coordination of the efforts of its Member States in this field,
- **CONSIDERING** that the IEC is an International Standardization Organization which was established to promote the development of standardization and conformity assessment in the Electrotechnical Sector with a view to facilitating international exchange of goods and services and to developing cooperation in the spheres of intellectual, scientific, technological and economic activity,
- **CONSIDERING** that the OIML and the IEC are international standards-setting bodies as stipulated in the Technical Barriers to Trade (TBT) Agreement of the World Trade Organization,
- **CONSIDERING** that both Organizations are involved in certain related standards development (SD) activities which it would be desirable to coordinate where appropriate,
- **CONSIDERING** that both Organizations are involved in certain related global conformity assessment (CA) activities which it would be desirable to coordinate where appropriate,
- **DESIRING** to coordinate their efforts to attain their joint objectives and, to this end, to define the terms and conditions of their liaisons and collaboration,



HAVE AGREED AS FOLLOWS:

*Preliminary provisions*

**Article I**

The OIML and the IEC will maintain mutual liaisons and collaboration through:

- the International Bureau of Legal Metrology (BIML) and the IEC Central Office (IEC CO), and/or
- the Secretariats of OIML Technical Committees and Subcommittees and IEC Technical Committees, Subcommittees and Systems Committees, and/or
- the relevant conformity assessment management structures of both Organizations.

Both Organizations will extend a standing invitation to the other to have a nominated representative attend their respective annual meetings, provide a report and give a presentation, if relevant and appropriate.

**Article II**

The OIML and the IEC will consult each other on any issues of joint interest and will provide each other with any information or documentation concerning matters of mutual interest, particularly concerning legal metrology related to standards development and conformity assessment.

*Standards development (SD) activities*

**Article III**

In accordance with the IEC's policy on liaison given in the ISO/IEC Directives, the OIML can make an effective contribution by participating in the metrology-related work of IEC Technical Committees or Subcommittees (category A-liaison).

In accordance with the IEC's policy on options for development of a project, as a Liaison with IEC Committees, the OIML may submit OIML Recommendations or Documents for consideration to be processed according to the ISO/IEC Directives.

**Article IV**

In accordance with the OIML *Policy paper on liaisons* between the OIML and other bodies and the OIML Directives, the IEC can make an effective contribution by participating in the technical work of the OIML.

**Article V**

The IEC and the OIML may agree to jointly develop publications. Such development shall be in accordance with the procedures of the respective Organizations. The IEC and the OIML shall also coordinate the maintenance of such publications.



*Publications resulting from SD work*

#### **Article VI**

An OIML Recommendation or Document that has been processed under IEC procedures, including the Fast-Track procedure, may be published by the IEC as an IEC Standard or Guide under the IEC's normal sales, copyright and exploitation conditions. Such an IEC Standard or Guide shall include appropriate indication of the equivalent OIML Recommendation or Document as its source.

#### **Article VII**

An IEC Standard or Guide that has been processed under OIML procedures may be published by the OIML as a Recommendation or Document under the OIML's normal translation, copyright and distribution conditions. Such an OIML Recommendation or Document shall include appropriate indication of the equivalent IEC Standard or Guide as its source.

#### **Article VIII**

In the case of jointly developed publications, both Organizations shall apply their own rules and procedures. Appropriate indication of the joint development shall be included in the publications.

#### *Conformity Assessment (CA) activities*

#### **Article IX**

Relevant IEC representatives may participate as liaisons in the OIML-CS Management Committee.

Relevant OIML representatives may participate as liaisons in the work of IEC CA activities whose work is of interest to them.

#### **Article X**

The IEC and the OIML may agree to explore opportunities to jointly develop and/or operate CA scheme(s) or system(s) that serve the needs of both Organizations and their respective members and stakeholders, in accordance with the statutes, rules and procedures of the respective Organizations.

In this respect the two Organizations shall endeavour to find and initiate situations for cooperation, such as pilot projects, that create synergies between their respective CA activities.



### **Article XI**

In recognition of the intellectual property (IP) generated by the IEC and the OIML in the development and operation of their separate CA scheme(s) or system(s), the IEC and the OIML will respect each other's intellectual property (IP).

Neither Organization will reproduce, copy, plagiarize, publish or otherwise use documents or parts of documents describing rules, procedures, processes, requirements, concepts, titles, management structures, and so on, used by the other Organization to operate its CA scheme(s) or system(s), without the formal written permission from the Organization owning the IP according to their own rules and procedures.

In the case where use of one Organization's IP by the other is granted, conditions may apply requiring that credit for use of the IP be expressed in a particular form, or that a disclaimer statement(s) be expressed, or both.

#### *Joint communications*

### **Article XII**

The OIML and the IEC may work together to prepare, release and jointly publicize external communications on matters of common interest.

External communications in the name of both Organizations shall be mutually agreed prior to their publication.

#### *Implementation*

### **Article XIII**

The realization of this MoU will be monitored during the period of its implementation.

### **Article XIV**

To facilitate the implementation and maintenance of this MoU, Liaison Officers will be appointed by each Organization.

The Liaison Officers will be responsible for drawing up a joint work programme and ensuring its acceptance for implementation by their respective Organization.

Liaison Officers shall be responsible for expressing their Organisation's interests in the other Organization and in communicating any meeting or event schedules, working or subgroups and any other information, in line with those interests, that would be of use to the Liaison Officer, in the best implementation of this MoU.



*Final provisions*

**Article XV**

This MoU cancels and supersedes the prior MoU between the IEC and the OIML established in 2011.

**Article XVI**

This MoU does not make any legal or otherwise enforceable commitments on behalf of any of the parties.

**Article XVII**

This MoU is established for a period of five years from the date of signature.

This MoU may be amended and/or renewed with the approval of both Organizations.

Each party may terminate this MoU by giving the other party at least six months' written notice.

**Article XVIII**

This MoU shall be signed by the duly authorized representatives of the OIML and the IEC and shall become effective from the date of the last signature.

\_\_\_\_\_  
Dr. Roman Schwartz  
OIML President  
International Organization of Legal  
Metrology (OIML)

\_\_\_\_\_  
Mr. Frans Vreeswijk  
General Secretary and CEO of the  
International Electrotechnical  
Commission (IEC)

Signed on \_\_\_\_\_ in \_\_\_\_\_

This Agreement is signed in English (in duplicate).