

PRACTICAL ARRANGEMENT
BETWEEN
THE INTERNATIONAL BUREAU OF WEIGHTS AND MEASURES (BIPM)
AND
EURO-ASIAN COOPERATION OF NATIONAL METROLOGICAL INSTITUTIONS
(COOMET)
ON
COOPERATION IN DELIVERING CAPACITY BUILDING AND KNOWLEDGE
TRANSFER ACTIVITIES USING THE BIPM E-LEARNING PLATFORM

This PRACTICAL ARRANGEMENT is made and entered into between

the **International Bureau of Weights and Measures**, the international organization established by virtue of the Metre Convention (Convention du Mètre) dated 20 May 1875, the headquarters of which is situated at Pavillon de Breteuil, F-92312 Sèvres Cedex, France (hereinafter the "BIPM"), duly represented by its Director, Dr Martin MILTON,

AND

COOMET, the Regional Metrology Organization (RMO) of Euro-Asian region, the Secretariat of which is situated at 93 Starovilensky Trakt, 220053 Minsk, Belarus, duly represented by its President Dr Valery Hurevich,

hereinafter referred to as the "Parties" collectively or "Party" individually.

PREAMBLE

RECOGNIZING that the BIPM Capacity Building and Knowledge Transfer Programme (CBKT) aims to increase the effectiveness with which Member States and Associates engage in the world-wide coordinated metrology system;

RECOGNIZING that the implementation of Task E "Facilitation of advanced training and knowledge transfer in COOMET member countries" of the COOMET Strategy for 2020-2025 is one of COOMET's priorities, geared towards realization of the Mission of COOMET that involves raising the level of metrology development, support and expansion of an integrated measurement infrastructure for countries in the Euro-Asian region and other interested countries;

CONSIDERING that the BIPM is maintaining an e-learning platform (hereinafter the “Platform”), accessed at <https://e-learning.bipm.org/>, as part of the CBKT Programme, which aims to provide online assistance to NMIs/DIs staff from Member States and Associates to strengthen their capabilities, including, but not limited to, their involvement in the Mutual Recognition Arrangement of the International Committee for Weights and Measures (CIPM MRA) mechanisms;

CONSIDERING that the BIPM CBKT activities, including the delivery of the material through the Platform, are not to be used for commercial purposes;

DESIRING to establish close relations between the BIPM and COOMET with a view to enhancing cooperation in delivering capacity building and knowledge transfer activities using the Platform;

The Parties have agreed as follows:

ARTICLE 1

Purpose

Under this Practical Arrangement, the BIPM agrees to host COOMET e-learning material¹ on the Platform for the purpose of facilitating online assistance to increase the effectiveness of world-wide coordinated metrological system.

ARTICLE 2

Specific obligations

The BIPM agrees to:

- provide access to the Platform and assign appropriate roles with rights that enable COOMET to manage their content;
- inform COOMET in a timely way of planned maintenance services of the Platform that will noticeably impact the performance of the Platform;
- establish and provide a guidance document detailing the application of this Practical Arrangement including the handling of the intellectual property and copyright for hosted material;
- identify the BIPM point of contact as a liaison for the operation of the Platform;
- identify and provide appropriate training to COOMET staff so they can effectively access and operate the COOMET sector of the Platform.

¹ The term “COOMET e-learning material” shall include all material managed and posted by COOMET, whether generated by COOMET, its member institutes, or any other COOMET body.

COOMET agrees to:

- abide by the BIPM guidance document detailing the application of this Practical Arrangement including the handling of the intellectual property and copyright for hosted material;
- authorise the use of the COOMET logo on the Platform, to be associated with the COOMET e-learning sector;
- identify the COOMET point of contact as a liaison for the operation of the Platform;
- assign appropriate COOMET staff who will manage the COOMET e-learning material on the Platform;
- undertake such training as is necessary to effectively manage the COOMET sector on the Platform, and in order to provide e-learning material of the appropriate quality;
- adopt such measures as necessary within COOMET to effectively manage the flow of material onto the Platform;
- establish appropriate internal controls to ensure that only appropriate e-learning material is posted to and resides on the Platform;
- identify whether material is open access or restricted access, and manage the COOMET sector of the Platform accordingly;
- respect measures adopted by the BIPM to optimize storage on the Platform;
- adapt its training material such that suitable for posting on the Platform;
- ensure that any copyright is respected in the content of any material to be posted;
- assign and post course specific copyright information;
- post the COOMET e-learning material on the Platform;
- ensure that COOMET e-learning material is provided free of charge;
- promote the Platform and provide advice to the COOMET users and potential users;
- enrol participants into specific courses;
- hold the BIPM free and harmless in connection with the use of the e-learning material on the COOMET sector of the Platform.

The BIPM reserves its right to administer its website on a regular basis, including the design and management of the Platform, as well as editing any of the material posted or uploaded therein.

ARTICLE 3

Confidentiality and data protection

Without prejudice to their respective confidentiality obligations, the BIPM and COOMET will keep each other informed concerning e-learning activities and material

that they consider being of interest to the other Party. They will arrange for the exchange of information and documents of mutual interest.

Personal data obtained by the Parties during the performance of this Practical Arrangement shall be that data strictly necessary for performance of the same and may only be used to fulfil the purpose of the present Arrangement.

The Parties agree to carry out their best efforts to protect personal data in accordance with the applicable data protection legislation and regulations.

The BIPM is committed to safeguarding personal data. It only collects the personal data necessary to carry out its role as an intergovernmental organization. The BIPM does not sell or transfer personal data to third parties.

ARTICLE 4

Intellectual property rights

Nothing in this Practical Arrangement will be construed as granting or implying rights to or interest in the intellectual property rights owned by the BIPM or COOMET.

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

ARTICLE 5

Financial obligations

Within defined limits the BIPM will host the COOMET e-learning material on the Platform free of charge.

In all common actions stemming from this Practical Arrangement, it is understood that, except where explicitly stated otherwise, the costs will be borne respectively where they arise and that there will be no exchange of funds between the Parties, unless otherwise agreed in writing.

This Practical Arrangement in and of itself does not create obligations of a financial nature for either the BIPM or COOMET.

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

ARTICLE 6

Privileges and immunities

Nothing in, or relating to, this Arrangement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the BIPM or its staff.

ARTICLE 7

Status of personnel

The employees, staff members, officials, agents, contractors or representatives of the Party carrying out the activities pursuant to this Practical Arrangement will not be considered in any respect to be employees, staff members, officials, agents, contractors or representatives of the other Party.

ARTICLE 8

Settlement of Disputes

Any dispute between the Parties arising out of or relating to the interpretation or implementation of this Practical Arrangement will be amicably settled between the Parties.

ARTICLE 9

Revision and termination

This Practical Arrangement may be terminated by either Party for any reason upon 45 (forty-five) days written notice to the other Party. Termination of this Practical Arrangement shall not affect the obligations of either Party that exist as of the date of termination.

Notwithstanding termination, the provisions of this Practical Arrangement 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 Practical Arrangement. To this end, the BIPM and COOMET 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 either Party.

ARTICLE 10

Focal points

For purposes of facilitating the implementation of this Practical Arrangement, the channel of communication for the Parties will be as follows:

For the BIPM:

Chingis KUANBAYEV
CBKT Programme Manager
International Liaison & Communication Department
International Bureau of Weights and Measures
Pavillon de Breteuil
F-92312 Sèvres Cedex, France

For COOMET:

Nadezhda LIAKHOVA
Head of COOMET Secretariat
Belarusian State Institute of Metrology (BelGIM)
93 Starovilensky Trakt, 220053 Minsk,
Belarus

Each Party may, by written notice to the other Party, designate additional or substitute focal points.

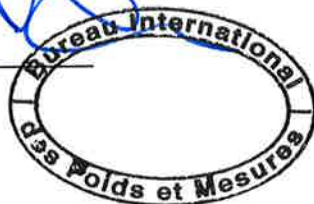
ARTICLE 11

Entry into force

This Practical Arrangement shall enter into force upon its signature by the duly authorized representatives of both Parties, and its provisions will remain applicable until this Practical Arrangement is terminated in accordance with its terms.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Practical Arrangement in duplicates in English.

For the BIPM
Dr Martin Milton
Director



For COOMET
Dr Valery Hurevich
President

Date:

11/1/22

Place:

Sèvres.

Date: 20.01.2022

Place: Minsk