



**Memorandum of Understanding
between
the International Electrotechnical Commission
and
the Physikalisch-Technische Bundesanstalt
on
Technical Cooperation with developing countries**

The International Electrotechnical Commission (hereinafter "IEC"), and the Physikalisch-Technische Bundesanstalt (hereinafter "PTB") hereinafter referred to collectively as the "Parties";

Considering that IEC, as the world's leading organisation for the preparation and publication of international standards for electrical, electronic and related technologies, serves world markets and society through its standardisation work and conformity assessment systems;

Considering that PTB, as the German National Metrology Institute, is mandated to provide scientific and technical services in metrology for the benefit of society, trade, industry, and science;

Considering IEC's mandate and objective, through its Affiliate Country Programme, to enhance the participation of developing countries in international standardisation and to encourage the use of its International Standards and Conformity Assessment Systems;

Considering PTB's role and expertise in providing technical assistance in the area of quality infrastructure within the framework of German development cooperation;

Acknowledging the existing good collaboration between PTB and the IEC – in particular between PTB's Department on Explosion Protection in Energy Technology, IEC TC 31 and IEC System for Certification to Standards relating to Equipment for Use in Explosive Atmospheres (IECEx), as well as with respect to the organisation of various joint events for IEC Affiliate Countries;

Acknowledging the challenges arising for developing countries in their efforts to implement the rules and agreements of the multilateral trading system, in particular with respect to the WTO Agreement on Technical Barriers to Trade (TBT);

Affirming the desire of IEC and PTB to cooperate and to build synergies in their respective support to developing countries and countries with economies in transition;

Have agreed as follows:

Article I

Purpose of this Memorandum of Understanding

The purpose of this Memorandum of Understanding (hereinafter the "Memorandum") is to establish a framework for cooperation between the Parties on matters of mutual interest, with the objective to complement their respective contribution to the development of standardisation and quality infrastructures in support of consumer protection and trade development in partner countries worldwide.

Article II

Areas of Cooperation

1. The Parties agree to act in cooperation, having due regard to their respective mandates, policies and resources, for the purposes of technical cooperation in the field of standardisation and quality infrastructure, as well as for the promotion of related international good practices.

2. To this end, the Parties will cooperate in their respective technical assistance activities which may include, but are not limited to:

- Joint IEC-PTB capacity building activities in developing countries and countries with economies in transition
- Provision of consultants, experts and speakers for respective events, workshops or missions
- Development of joint IEC-PTB brochures on topics such as renewable energies, conformity assessment in developing countries or access to sustainable electricity
- Representation of PTB at IEC yearly General Meetings, specifically the Council, the CAB and the Affiliate Forum, and representation of IEC at PTB events
- Access to and promotion of each other's e-learning tools

3. If considered necessary, specific activities to be carried out under this Memorandum shall be agreed upon by the Parties in writing in an Annex to this Memorandum. The Annex shall set forth as appropriate to the activity, for example a work plan, staffing requirements, cost estimates, funding sources, sharing of IPR and other undertakings, obligations, or conditions not included in this Memorandum. In case of any inconsistency between the terms of this Memorandum and the terms of an Annex hereto, the terms of this Memorandum shall prevail.

Article III

Administrative and Financial Modalities

1. The implementation of the activities envisaged in this Memorandum shall depend on the availability of the necessary financial resources, and shall be made in accordance with the regulations, rules and procedures in force in the two Parties.

2. In the execution of the activities envisaged in this Memorandum, the Parties shall cooperate in good faith with each other concerning their respective logistical and administrative requirements.

**Article IV
Contact Persons**

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

**For IEC:
Affiliate Country Programme
Executive Secretary
International Electrotechnical
Commission (IEC)
Rue de Varembe 3
1211 Geneva 20
Switzerland**

**For PTB:
Head, Technical Cooperation
Physikalisch-Technische
Bundesanstalt (PTB)
Bundesallee 100
38116 Braunschweig
Germany**

**Article V
Amendment**

This Memorandum may be amended by mutual written agreement of the Parties.

**Article VI
Settlement of Disputes**

In case of a dispute or controversy as to the interpretation or application of the provisions of this Memorandum or, unless the Parties provide otherwise, of any exchange of letters concluded in relation to this Memorandum, the Parties shall use their best efforts promptly to reach an amicable solution by direct negotiation. In this regard, each Party shall give full and sympathetic consideration to any proposal advanced by the other Party to settle amicably any matter for which no provision has been made or any controversy as to the interpretation or application of this Memorandum.

**Article VII
Confidentiality**

No provision of this Memorandum or of any exchange of letters concluded in relation to this Memorandum shall oblige either Party to disclose to the other Party any information that, in its view, is of a confidential or otherwise restricted nature.

**Article VIII
Entry into Force, Duration and Termination**

1. This Memorandum shall enter into force on the latest of the two dates of respective signatures.

2. This Memorandum is valid for a period of 5 years and shall be tacitly renewed for consecutive 5 year periods unless the Parties will terminate it in accordance with the termination clause below.

3. Either Party may terminate this Memorandum by giving six months' written notice to the other Party. In case of termination of this Memorandum, the Parties shall cooperate during the period of notice to ensure orderly completion of all pending agreed activities.

**Article IX
Status of Memorandum**

This Memorandum states the declared intention of the Parties to cooperate and shall not be regarded as an internationally binding agreement.

**Article X
Governing law**

The Memorandum of Understanding is governed by Swiss Law and the Courts of Geneva shall be the forum for settlement of any dispute that arises from any activities related to the Memorandum.

IN WITNESS WHEREOF, the Parties acting through their authorized representatives have signed two originals in English on the dates written below.

At Geneva, on 21-9-2016

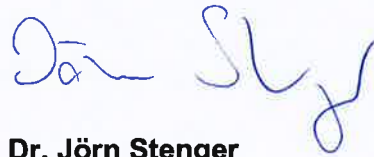
**For the International Electrotechnical
Commission**



**F.W.P. Vreeswijk
General Secretary & CEO**

At Braunschweig, on 29.8.16

**For the Physikalisch-
Technische Bundesanstalt**



**Dr. Jörn Stenger
Member of the Presidential
Board**