

**COOPERATION AGREEMENT
BETWEEN THE
NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
AND THE
NATIONAL INSTITUTE OF ADVANCED INDUSTRIAL
SCIENCE AND TECHNOLOGY
FOR COOPERATION
IN THE
FIELDS OF METROLOGY
AND MEASUREMENT STANDARDS**

Article 1. Scope and Objectives

The purpose of the cooperation is to demonstrate the degree to which equivalent measurement capability exists between the National Institute of Standards and Technology (NIST) technical laboratories and the National Institute of Advanced Industrial Science and Technology (AIST) technical laboratories and to augment the scientific and technical capabilities of the participating institutions. This Cooperation Agreement is an agreement in principle and is not intended to be legally binding upon the parties.

Article 2. Definitions

The following terms have the indicated meanings:

- 2.1 **"Cooperation Agreement" or "Cooperation"** means this agreement, entered into by NIST pursuant to Title 15 United States Code Sections 272 and 273, not incorporated into this Cooperation, and by AIST pursuant to article 8, 16, 17, 18 of the Business Procedure of the AIST, not incorporated into this Cooperation.
- 2.2 **"Traceability"** means the property of a measurement or the value of a standard whereby it can be related to stated references, usually national or international standards, through an unbroken chain of comparisons all having stated uncertainties. It is noted that traceability only exists when scientifically rigorous evidence is collected on a continuing basis showing that the measurement is producing documented results for which the total measurement uncertainty is quantified.

Article 3. **Areas and Forms of Cooperation**

- 3.1 Forms of cooperation may consist of exchanges of technical information, reference data and materials, calibrations, and measurement standards; exchange visits; cooperative research in disciplines of mutual interest; and other activities as may be mutually agreed.
- 3.2 Areas of cooperation may include such areas of mutual interest as:
1. Establishment of mutual measurement comparabilities/equivalencies;
 2. Establishment of mutual measurement traceability; and
 3. Other areas as may be mutually agreed.

Article 4. **Financial Obligations**

Neither party will obligate funds under this Cooperation Agreement. Each party is responsible for its own expenses.

Article 5. **Planning and Review of Activities**

- 5.1 Upon the effective date of this Cooperation, the Parties shall name representatives who, at times mutually determined, should plan and review activities under this Cooperation and use their best abilities to mitigate disputes if any arise.
- 5.2 The point of contact for implementation of these activities for NIST shall be the NIST Office of International and Academic Affairs, and for AIST shall be National Metrology Institute of Japan.

Article 6. **Termination**

Either Party may terminate this Cooperation upon written notice to the other Party.

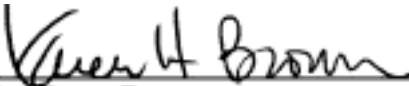
Article 7. **Miscellaneous**

- 7.1 **Non Binding.** This Cooperation is not intended to be legally binding upon the parties. This agreement shall not be the basis for a legal cause of action.
- 7.2 **Entire Agreement.** This Cooperation constitutes the entire agreement between the Parties concerning the subject matter hereof.

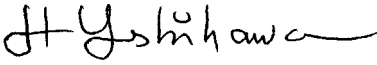
7.3 Duration of the Agreement. This Cooperation is effective from the date of full execution for a period of Five (5) years unless sooner terminated by either party.

Signatory for the National Institute
Standards Technology:

Signatory for the National Institute and of of
of Advanced Industrial Science and
Technology:



Dr. Karen Brown
NIST Acting Director



Prof. Hiroyuki Yoshikawa, Dr. Eng.
AIST President

17 July 2001
Date

17 July, 2001
Date