Deutscher Kalibrierdienst (German Calibration Service)
under the patronage of the Physikalisch-Technische Bundesanstalt

Agreement
of 3 May 2011

Preamble

According to Units and Time Act (German abbreviation: EinhZeitG), it is the task of PTB to ensure the uniformity of metrology. This includes in particular the dissemination of the units in terms of metrological traceability. For the dissemination of the units, the PTB primarily uses accredited calibration laboratories.

In order to promote the uniformity of metrology and with the aim to offer complementary technical assistance, a body for the elaboration of metrological foundations for calibrations is established at PTB. In this body, PTB and accredited calibration laboratories work closely together. This body is called the "Deutscher Kalibrierdienst (DKD)" and is under the direction of the PTB. The aim of the DKD is the participation in the national, European and international formulation of rules for the field of calibration.

At European level, guidelines for calibration are drawn up in cooperation with the European Association of National Metrology Institutes – EURAMET e.V. In that regard, the DKD sees itself as a national mirror committee of EURAMET e.V. As a result of PTB’s membership in EURAMET, a close professional connection has been established, thus creating a bridge between the national and European level.

According to the Accreditation Body Act (German abbreviation: AkkStelleG), the German Accreditation Body DAkkS is the only national body offering accreditations. In this context, the DAkkS is also responsible for the accreditation of calibration laboratories in the Federal Republic of Germany. The accreditation process is supported by calibration guidelines describing the state of technology. Insofar, the DKD supports the accreditation activities of the DAkkS, by providing technical expertise and assistance in the development of calibration guidelines.
§ 1
Subject of the Agreement

1.1 By signing the agreement, the parties to this agreement express their intention to establish a close technical cooperation between the PTB and the accredited calibration laboratories. To this end, the parties join to form the “Deutscher Kalibrierdienst” (DKD). In particular, interested calibration laboratories may participate in the DKD, along with the Physikalisch-Technische Bundesanstalt (PTB). The PTB is responsible for the management and coordination of the cooperation.

1.2 The executive office of the DKD will be established at PTB. The executive office assists the Board of the DKD and the Technical Committees in their work.

1.3 The parties agree that the conclusion of this agreement or the actual cooperation neither constitutes a civil law partnership in accordance with § 705 of the Civil Code nor any other form of organisation.

1.4 The parties to this agreement shall be referred to hereinafter as members.

§ 2
Objectives, tasks

2.1 The main objective of the DKD is the promotion of calibration in terms of the dissemination of the units, in particular the promotion of the exchange of information between the members and the development of calibration guidelines (DKD-R), which represent the state of the art and can be used as a basis for accreditation procedures and assessments.

2.2 The objectives are to be achieved in particular by dealing with the following tasks:

a) providing information for members regarding new developments in the field of calibration, at meetings or in any other suitable way,

b) active participation in the national, European and international formulation of rules for the field of calibration,

c) publishing of publications and series

d) participation within the framework of the organisational bodies of the Deutsche Akkreditierungsstelle (DAkkS) (German Accreditation Body)

e) promotion of training courses for employees working in the field of calibration,

f) providing information to the public about the activities of the DKD,

g) promotion of interlaboratory comparisons/comparison measurements
§ 3
Membership

3.1 Membership in the DKD is established by signing this agreement or by giving a written declaration of accession in accordance with the appendix to this agreement. There is no legal right of interested parties to participate in this Agreement. Each member shall designate a contact person for participation in the *Deutscher Kalibrierdienst*.

3.2 For participation in the DKD there are the following types of membership:

a) full members
b) associate members
c) honorary members
d) supporting members

3.2.1 Any legal or natural person who operates an accredited calibration laboratory in the Federal Republic of Germany can become a full member. By definition, the PTB is also a full member, due to the acquisition of the patronage of the DKD. The Board decides on the admission of full members. The application for admission as a full member may be refused by the Board without stating the reasons.

3.2.2 Associate membership is an option for accredited calibration laboratories that are not located on the territory of the Federal Republic of Germany. The Board decides on the admission of associated members. The application for admission as an associate member may be refused by the Board without stating the reasons.

3.2.3 Honorary membership may be conferred upon proposal by the Board on individuals who have rendered outstanding services to the DKD.

3.2.4 Supporting membership is open to those who do not qualify for a full or associate membership but identify themselves with the goals of the DKD. The Board decides on the admission of supporting members. The application for admission as a supporting member may be refused by the Board without stating the reasons.

3.3 Each member may at any time terminate his/her membership in the DKD by cancelling his/her participation in the agreement. Notice of cancellation shall be made in writing and must be addressed to the executive office.

3.4 Participation in the agreement and hence the membership in the DKD may be terminated by unanimous resolution of the Board and in the event of good course. Good cause in particular refers to:

a) the culpable violation of interests of the DKD or its damage,
b) the gross violation of the objectives and aspirations of the DKD.

The member to be excluded must be notified prior to the implementation of the exclusion. Such notice shall be given in writing, stating the reasons for the exclusion. Within 30 days
after receipt of the notice, the member may submit observations regarding the planned exclusion. Observations have to be submitted in written form. Within these 30 days, he/she may also declare that he/she would like to be given the opportunity to express his/her comments to the Board. For the purpose of delivering his/her opinion to the Board, the member must be invited in writing to the meeting of the Board.

3.5 Participation in this agreement and the membership in the DKD are free of charge. Any costs incurring from participation in events/meetings of the DKD or other institutions in the name and on behalf of the DKD are borne by each member individually. All activities of the members for the DKD are carried out on a voluntary basis and without remuneration; activities carried out by members of the PTB form part of their official duties.

§ 4
DKD Bodies

4.1 The bodies of the DKD comprise
a) the Board,
b) the Technical Committees,
c) the General Assembly.

4.2 Unless other provisions are made in this agreement, only the valid votes cast are taken into account by the bodies of the DKD when taking decisions or adopting resolutions. Abstentions are regarded as votes not cast.

4.3 Unless other provisions are made in this agreement, the candidate who receives more than half of the valid votes cast shall be deemed elected. If none of the candidates receives more than half of the valid votes cast, then a second ballot shall be held between the two candidates having received most votes. Candidates receiving the same number of votes are taken equally into consideration. The candidate who then receives most of the votes is considered elected. In the event that the number of votes should be equal after the second ballot, the chairman or the person in charge of the meeting shall decide.

4.4 The General Assembly, consisting of all members of the Deutsche Kalibrierdienst, is convened by the chairman only in the event of an important reason. Decisions requiring the consent of all members, and thus the approval of the General Assembly, are taken by written vote. The General Assembly shall be deemed to have a quorum if at least two thirds of all members are present or take part in the written voting procedure.
§ 5
Board

5.1 The Board is responsible for all matters of the DKD, unless they have not been assigned to another body of the DKD as per this agreement or by the rules of internal procedure. In particular, the Board is responsible for the admission and exclusion of members. Likewise, the Board is responsible for the adoption of DKD guidelines.

5.2 The Board consists of the elected chairpersons of the respective Technical Committees and a representative of the PTB acting as patron. The PTB representative assumes the chairmanship. The vice-chairman is elected from among the chairpersons of the Technical Committees.

5.3 Within the context of authorization, the chairman and the vice-chairman are authorized by the Board to issue statements with effect for or on behalf of the DKD.

5.4 With regard to the further organization of the DKD, the Board may adopt rules of internal procedure, which shall enter into force after adoption by a majority of two thirds of the members. In case of differences between the rules of internal procedure and the agreement, the terms of the agreement shall take precedence.

5.5 In the event that individual members resign from the Board, the Board immediately initiates the election of a successor who will act as chairperson of the respective Technical Committee. If there is no successor due to a lack of candidates, the seat on the Board remains vacant until a successor is found. The interests of the Technical Committee, which temporarily is not represented in the Board, need to be taken into consideration by the other members of the Board.

5.6 The PTB may at any time appoint or dismiss the members of the Board.

5.7 The Board passes resolutions in meetings convened by the chairman or, in case of his absence, by his deputy or another member of the Board acting as chair of the meeting. A notice period of two weeks shall be maintained. An agenda will be made available to the members of the Board upon convening the meeting.

5.8 The Board shall meet at least once a year in ordinary session. The Board has a quorum if at least one quarter, but no less than four of its members are present.

5.9 In urgent cases, resolutions of the Board may be adopted outside the meetings by written procedure, provided that at least two thirds of all board members participate in the adoption of the resolution. Details are regulated by the rules of procedure.

5.10 Minutes of all meetings and the decisions taken therein shall be prepared. A copy of the minutes as well as a copy of the attendance list must be kept at the executive office of the DKD.
§ 6
Technical Committees

6.1 In the DKD, there are various Technical Committees that are responsible for specific technical subject areas. In particular, the Technical Committees are responsible for the preparation and maintenance of the respective DKD guidelines. By joining the DKD, each member acquires the right to collaborate in the Technical Committees of the DKD. Members may ask for admission to one or more Technical Committees. Applications are to be submitted in writing to the DKD executive office.

6.2 The DKD executive office keeps a list of the Technical Committees. The Board may decide on the establishment of new Technical Committees or their termination with a majority of two thirds.

6.3 The chairpersons of the Technical Committees and their respective deputies are elected by simple majority of the Technical Committee members present. The election is valid for a term of 3 years from the date of the election.

6.4 The chairpersons of the Technical Committees shall convene meetings of their respective Committee at least once a year. An agenda shall be made available to the members of the Technical Committee prior to the meeting. The Technical Committee also invites representatives of the PTP and the DAkkS to their meeting.

6.5 The chairperson of the Technical Committee presides over the meetings of the Technical Committee and appoints a member to take the minutes. Minutes of all meetings and all the decisions taken therein shall be kept. A copy of the minutes as well as a copy of the attendance list must be kept at the executive office of the DKD.

6.6 The resolutions of the Technical Committees shall be adopted by simple majority of the members present. If necessary, the chairperson of the Technical Committee explains the resolution to the Board.

§ 7
Arbitration Committee

7.1 Differences of opinion, disputes regarding the content of calibration guidelines or complaints must be reported to the Board in writing. They have to be settled by the arbitration committee under exclusion of ordinary legal proceedings and must be treated with the aim to reach an amicable agreement.

7.2 The arbitration committee consists of the Chairman of the Board, his deputy and the responsible chairperson of the respective Technical Committee.

7.3 The rules of procedure for the arbitration committee shall be developed by the Board.
7.4 The process and outcome of procedures under the responsibility of the arbitration committee are to be recorded. A copy of the minutes as well as a copy of the attendance list must be kept at the executive office of the DKD.

§ 8
Miscellaneous

8.1 The agreement shall enter into force on 3 May 2011 and is of indefinite duration.

8.2 The agreement may be terminated in whole or in part.

8.3 Changes and amendments to this agreement are to be made in writing.

Braunschweig
Physikalisch-Technische Bundesanstalt
by order

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Gahrens

Appendix:
Declaration of Accession