

Agreement

of 3 May 2011, as amended of 6 December 2019

Preamble

According to the 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, but also the verification authorities of the German Federal States (“Bundesländer”) as well as designated institutes according to the CIPM-MRA.

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

At European level, calibration guidelines 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, DAkkS is also responsible for the accreditation of calibration laboratories in the Federal Republic of Germany. The accreditation process is supported by calibration guidelines and guides describing the state of technology. Insofar, the DKD supports the accreditation activities of the Accreditation Body DAkkS by providing technical expertise and through participation in the development of calibration guidelines and guides.

For a better readability, this document generally uses the masculine form of function designations; this includes the feminine form.

In case of doubt, the German original version of the document shall prevail.

§ 1

Subject of the Agreement

1.1 The Agreement governs the cooperation between the members of the “Deutsche Kalibrierdienst” (DKD), a body of the PTB. In particular, interested accredited calibration laboratories as well as verification authorities and designated institutes according to the CIPM-MRA 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, the support of their members.

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) and other DKD documents which are state of the art and can be used as a basis for accreditation procedures or 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 metrology and 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) promotion of training courses for employees working in the field of calibration,
- e) providing information to the public about the activities of the DKD,
- f) promotion of interlaboratory comparisons/comparison measurements.

§ 3

Membership

3.1 Membership of the DKD must be applied for in writing using the form provided in the annex. There is no legal claim of interested parties to membership in the DKD. Each member shall designate a contact person for participation in the *Deutscher Kalibrierdienst*. The PTB is automatically a member of the DKD.

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

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

3.2.1 Any legal entity may be admitted as full member, provided it is an accredited calibration laboratory, a verification authority or a designated institute according to CIPM-MRA and based in the Federal Republic of Germany.

3.2.2 Any accredited calibration laboratory not located in the territory of the Federal Republic of Germany may be admitted as an associate member. In the case of multiple-site accreditations, the location of the accreditation holder is decisive.

3.2.3 Any natural or legal person who does not qualify for a full or associate membership but actively supports the aims of the DKD may become a supporting member.

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

3.3 The DKD Executive Office decides on the admission of members according to 3.2 a) to c). An application for admission as a member can be rejected by the Executive Office for objective reasons (cf. also 3.5 a) to c)). In the event of rejection, an appeal may be lodged with the Arbitration Committee in accordance with § 7 of this Agreement. The Board decides on the award of honorary memberships in accordance with 3.2 d).

3.4 Each member may at any time terminate their DKD membership by giving notice. Notice of cancellation shall be made in writing and must be addressed to the executive office of the DKD.

3.5 If there is good cause, membership of the DKD can be terminated by a resolution of the Board. A majority of two thirds is required for this resolution. Good cause in particular refers to

- a) causing culpable damage to the DKD or its reputation,
- b) the violation of the objectives and aspirations of the DKD,
- c) damaging the interests of the DKD or the reputation of PTB.

The member to be excluded under this provision must be notified prior to the implementation of the exclusion. Such notice shall be given in writing, stating that and for what reasons the member is to be excluded. Within 30 days after receipt of the notice, the member may submit observations regarding the planned exclusion. Within these 30 days, the member may also declare that they wish to be given the opportunity to make a personal statement before the Arbitration Committee. For the purpose of delivering their statement before the Arbitration Committee, the member must be invited in writing. An appeal against the decision of the Arbitration Committee is not permitted.

3.6 Membership of the DKD is 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 and their subcommittees,
- c) the General Assembly (general meeting of all members).

4.2 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 and shall not be counted. Each member as well as the PTB shall have one vote. Further details are laid down in the Statutes of the Board and the Statutes of the Technical Committees in their currently valid version.

4.3 In elections, 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 by drawing lots.

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. Other than that, decisions requiring the consent of all members - and thus the approval of the General Assembly - are taken by written or electronic vote. The General Assembly shall be deemed to have a quorum if at least half of all members are present or take part in the 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 Statutes. In particular, the Board is responsible for the admission and exclusion of members. Likewise, the board is responsible for the adoption of DKD guidelines and guides.

5.2 The Board consists of the elected Chairpersons of the respective Technical Committees, the Vice-Chairman and a representative of PTB who acts as Chairman of the Board. The Vice-Chairman of the Board is elected from among the Chairpersons of the Technical Committees. The Vice-Chairman is elected for a period of three years. A multiple re-election is possible.

5.3 Within the context of authorization granted by the Board, the Chairman and the Vice-Chairman are authorized issue statements on behalf of the DKD.

5.4 With regard to the organisation of the DKD, the Board may propose statutes which shall enter into force after adoption by a majority of two thirds of the Board members. In case of differences between Statutes and Agreement, the terms of the Agreement shall take precedence.

5.5 In the event that individual members of the Board resign from their position on the Board or terminate their activities for a legal entity which has been appointed as representative by the member of the Board, the Board shall immediately initiate the election of a a successor in the respective Technical Committee. If it is not possible to find a successor due to a lack of candidates, the corresponding seat on the Board remains temporarily vacant until a successor is found. The interests of the Technical Committee which is temporarily not represented on the Board must be taken into account by the other Board members.

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

5.7 The Board passes resolutions in meetings convened by the Chairman or - in 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 observed. 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 half, but no less than four of its members are present.

5.9 In urgent cases, resolutions of the Board may also be adopted outside the meetings by written or electronic procedure, provided that at least two thirds of all Board members participate in the adoption of the resolution. Further details are governed by the Statutes of the Board in their currently valid version.

5.10 Minutes of all meetings and the decisions taken therein shall be prepared. A copy of the minutes as well as the attendance list must be kept at the Executive Office of the DKD. The meetings and minutes of the Board are not open to the public.

§ 6

Technical Committees

6.1 The Technical Committees of the DKD and their subcommittees are responsible for specific technical subject areas. In particular, the Technical Committees are responsible for the preparation and maintenance of the relevant DKD guidelines and guides. Each member of the DKD can apply for membership in one or more Technical Committees. Application for admission is to be submitted to the Executive Office of the DKD. The Executive Office takes its decision in agreement with the Chairman of the respective Technical Committee.

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

6.3 The Board shall propose statutes for the Technical Committees which shall enter into force after acceptance by at least two thirds of the members of the Board. If the statutes differ from this Agreement, the content of the Agreement has priority.

6.4 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. Multiple re-election is possible.

6.5 A member may chair only one Technical Committee.

6.6 The chairpersons of the Technical Committees shall convene meetings of their respective Committee at least once a year inviting all the members of the Committee.

§ 7

Arbitration Committee

7.1 Differences of opinion, disputes regarding the content of calibration guidelines and guides or complaints must be reported to the Board in writing. They have to be settled by the Arbitration Committee with the aim of reaching an amicable agreement.

7.2 The Arbitration Committee consists of the Chairman of the Board, his deputy and another member of the Board, elected by the Board for a period of three years. Multiple re-election is possible.

7.3 The Board may establish rules of procedure for the Arbitration Committee.

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 This Agreement shall enter into force on 1 January 2020 and is of indefinite duration.

8.2 In the event that any further activity of the DKD is no longer compatible with the interests of PTB, the Agreement may be terminated at any time and with immediate effect by the PTB.

8.3 Changes and amendments to this Agreement are to be made in writing. This requires a resolution of the Board with two thirds but at least four of the votes.

By order

signed Gassel

Ruth Gassel
Head of section 'Legal Matters'

Annex:

Application for membership of the DKD

Application for membership of the DKD

(Name of the organisation) or natural person (supporting member)

Address:

*For accredited members: accreditation number of the calibration laboratory
(accreditation by DAkkS, Akkreditierung Austria, SAS, DANAK, etc.)
(e.g. D-K-YYYYY-ZZ):*

applies for membership of the DKD as

- ordinary member
- associate member
- supporting member (please explain in brief why you would like to become a member of the DKD)

Name of contact person and telephone number as well as e-mail address (personal or functional e-mail; only one contact person and e-mail address per member):

Admission to the following Technical Committee(s) is requested (a technical justification is to be submitted):

Name of the person	Technical Committee

If necessary, listed on a separate sheet

In the event of a positive decision on this application for membership, I join the Agreement of the German Calibration Service (DKD) of 3 May 2011 in the currently valid version as a party. I or my organisation and the appointed contact person undertake to recognise and comply with the rights and obligations of members of the DKD in accordance with this Agreement.

Place, date, signature:

Official stamp

Annex

Information on Data Protection - Membership of the DKD -

The Physikalisch-Technische Bundesanstalt (PTB) Braunschweig and Berlin, represented by its president Prof Dr Joachim Hermann Ullrich, Bundesallee 100, 38116 Braunschweig, Germany, Tel.: +49 (0)531 592-0, E-Mail: info@ptb.de is responsible for the processing of personal data related to the membership of the DKD.

Data protection officer at PTB: Mr Jan Rethmeier, Telephone: +49 (0)531 592-9085, E-mail: datenschutz@ptb.de

In accordance with Articles 5 and 32 of the European General Data Protection Regulation (GDPR) and by using appropriate technical or organisational measures, PTB will ensure the protection of your data against unauthorised or unlawful processing and against accidental loss, destruction or damage.

I. Data processing

1. General information

The information provided by you in the membership application form contains personal data as defined by Article 4 No. 1 DSGVO and will be processed by PTB in accordance with Article 6 Paragraph 1 lit. b and f DSGVO, in particular

- to check the requirements for admission to the DKD,
- to initiate, implement and handle the membership-based relationship,
- to ensure the exchange of information between the DKD (and its bodies, committees and organs) and the (respective) members,
- to facilitate the work of the DKD Technical Committees,
- to prepare and carry out events.

If and insofar as pictures are taken on the occasion of events, these will only be distributed and stored in accordance with the provisions of the applicable data protection laws, in particular §§ 22, 23 of the German Art Copyright Act (KUG), and will in particular only be used and passed on for purposes directly related to the work of the DKD.

2. Display of member information

The contact data of the DKD members are made available in the password-protected members area of the DKD website which can be accessed only by the DKD and its members. This is to promote the exchange of information and is based on the legitimate interests of the PTB in accordance with Article 6 Paragraph 1 letter f GDPR.

If, in addition, you have agreed to the publication of your data on the DKD website, you may of course withdraw your consent at any time - even in part - with effect for the future.

3. Erasure of personal data

Your data will be deleted upon termination of your DKD membership, provided there are no statutory retention periods to the contrary.

II. Your rights as a data subject

In particular, you are entitled to the following statutory rights:

Right of access: According to Article 15 GDPR, you have the right to obtain information, free of charge, as to whether PTB process personal data concerning you, in particular information concerning:

- the purposes of processing,
- the categories of personal data concerned,
- the recipients or categories of recipient to whom the personal data have been or will be disclosed,
- the envisaged period for which the personal data will be stored, or the criteria used to determine that period,
- where the personal data are not collected from you, any available information as to their source

When responding to a request for information under Article 15 GDPR, PTB will also provide you with any other information stipulated by Article 15(1) and (3) not expressly mentioned in this statement.

Right to rectification: According to Article 16 GDPR, you have the right to obtain the rectification of personal data concerning you.

Right to erasure: According to Article 17 GDPR, you have the right to obtain erasure of your personal data. However, this is only possible if the processing of these data is no longer necessary, if they are processed unlawfully or if you have revoked your consent to do so.

Right to restriction of processing: According to Art. 18 DSGVO, you have the right to obtain restriction of processing of your personal data and thus to prevent further processing of these data for the time being. Such a restriction occurs in particular when exercising your rights within the meaning of this section and if, in this context, the respective requirements are checked by PTB.

Right to data portability: According to Article 20 GDPR, you have the right to receive the personal data concerning you in a commonly used and machine-readable format from PTB or, if necessary, to have it forwarded to another responsible party.

Right to object: According to Art. 21 GDPR, you have the right to object to PTB's data processing on the basis of legitimate interests in the meaning of Art. 6 para. 1 lit. F GDPR if there are special reasons which significantly influence the underlying balancing of interests.

Right to lodge a complaint with a supervisory authority: According to Art. 77 GDPR, you have the right to lodge a complaint with a supervisory authority if you consider that the processing of your personal data infringes prevailing law.

Supervisory authority responsible for PTB: The Federal Commissioner for Data Protection and Freedom of Information, Husarenstr. 30, D-53117 Bonn,
Telephone: +49 (0)228 997799-0, E-mail: poststelle@bfdi.bund.de