

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE INTERNATIONAL COMMISSION ON ILLUMINATION (CIE)**  
**AND**  
**LIGHTING URBAN COMMUNITY INTERNATIONAL (LUCI)**

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**This MEMORANDUM OF UNDERSTANDING is made and entered into between:**

the *International Commission on Illumination, Commission Internationale de l'Eclairage, Internationale Beleuchtungskommission* (in the following referred to as "CIE"), registered in Austria as a non-profit association (ZVR 640982399), represented according to CIE Statutes Clause 6.11 for this purpose by the Secretary General of the CIE,

AND

*LUCI (Lighting Urban Community International) Association* (in the following referred to as "LUCI"), registered as a not for profit "loi 1901" association (RNA W691085322), in France and located 6, Place Louis Chazette 69001 Lyon, represented by LUCI President,

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

**PREAMBLE**

RECOGNIZING that the International Commission on Illumination (CIE), a global non-profit organization based in Vienna, Austria, established in 1913 by its predecessor the International Commission on Photometry (CIP), which was itself founded in 1900, has the purpose to advance science, technology, and art in the fields of light and lighting with the scope of the CIE encompassing such fundamental topics as vision, photometry, colorimetry, photobiology and photochemistry, involving natural and anthropogenic optical radiation over the UV, visible and near IR regions of the electromagnetic spectrum; and application topics covering all usage of light, indoors and out, including environmental and aesthetic effects; furthermore, optical, visual and metrological aspects of the communication, processing and reproduction of images, using all types of analogue and digital imaging devices, storage media and imaging media are also covered by CIE, thereby serving its global membership<sup>1</sup>, providing a forum for expert discussions and information exchange, organizing scientific and educational events and conferences, providing guidance in the application of principles and procedures for the development of international and national standards, publishing Proceedings, consensus-based balloted documents (International Standards, Technical Reports, Technical Notes, Position Statements) and other publications, and maintaining liaisons and interactions with other international organizations;

NOTING that the International Commission on Illumination (CIE) is an international standards developing organization (SDO), for topics across its scope, and is recognized as such by the International Organization for Standardization (ISO), the International Electrotechnical Commission (IEC), and the International Bureau of Weights and Measures (BIPM);

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<sup>1</sup> The membership of the CIE consists of National Committees, each representing those in their country or economy with an interest in the scope of the CIE. The CIE also has non-voting membership categories for Associate National Committees, Affiliates, and Supportive Members.

CONSIDERING that the International Commission on Illumination (CIE) collects its activities related to all aspects of exterior lighting in its Division 4 – Transportation and Exterior Applications, which undertakes technical work and activities to develop global guidance and standards and to promote proper application and dissemination, and for this work seeks collegial input and participation from global experts as well as collaboration for the dissemination and impact of its work;

RECOGNIZING that LUCI (Lighting Urban Community International) Association, a non-profit organization, established in 2002, that positions itself as the international network of cities on urban lighting and whose objective is to promote, at an international level, the use of light as a tool for sustainable urban development, which increases the attractiveness of cities and improve the quality of life of their inhabitants, and thus brings together member cities (various types of public local authorities) worldwide that aim to sustainably use light as a tool for social, cultural and economic development and work together through events, publications, cooperation, and advocacy, whereby cities are joined by associated members as well as other members<sup>2</sup> that can represent the lighting industry, design agencies, light artists and light festival organisers, research institutes and others;

NOTING that the LUCI network further encompasses a rich ecosystem of stakeholders, comprised of Regional Offices, Partners, Ambassadors, and more, whereby this ecosystem creates synergies and promotes cooperation within and beyond the global urban lighting community so that LUCI works in partnerships with a wide range of non-for-profit organisations and institutions around the world, called “LUCI partners”, that help LUCI to facilitate, develop, promote certain activities;

CONSIDERING that LUCI has a vast network of public and private (member) organisations/entities and established ecosystem of recognized partners, related to urban lighting in a wide definition, and organises working groups, events, publishes reports, and is engaged in multi stakeholder cooperation projects;

DESIRING, in the pursuit of their respective missions and their overlapping interest light and lighting, to establish a non-binding framework with a view to enhancing cooperation between the Parties, with respect to the activities detailed below;

The Parties have agreed as follows:

### **Article I. Purpose**

The purpose of this MoU is to establish a non-binding and non-exclusive framework for cooperation between the Parties in respect of matters of common interest in light of their respective mandates and within the scope of Article II below.

### **Article II. Cooperative Activities**

Subject to their respective rules, regulations, resources, and procedures, the Parties hereby express their mutual intent to collaborate with each other, primarily in the following areas (collectively, the “Activities”):

- 1) To promote each other’s activities in areas of overlapping interest and scope on a case-by-case basis.

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<sup>2</sup> LUCI Member Categories are Regular members, Supporting associated members, Ordinary associated members, and Honorary members.

- 2) To establish designated contact persons and/or communication channels in order to exchange information on each other's work programmes, publications, and activities;
- 3) To consult each other, where deemed purposeful for technical work and, where thematically relevant, to cross-reference each other's scientific and technical publications to facilitate usage and promotion
- 4) To facilitate reciprocal representation at relevant administrative and technical meetings and to invite each other to send a delegate as an observer, to an administrative and/or technical meeting, at the appropriate level. All policies and procedures of the inviting organization apply (e.g., regarding registration needs, confidentiality agreements, and fees, if applicable).

4.a For CIE: Welcoming at least one non-voting representative from LUCI as Observers at the CIE's regular General Assemblies.

- CIE will waive registration fees and membership requirements for the identified attendee(s) to a General Assembly meeting, excluding accommodation or any other expenses.

- It is expected that these external liaisons will provide contributions (the form to be determined by the organization hosting the General Assembly) to inform the CIE of relevant progress in the areas covered by this agreement.

4.b For LUCI: Welcoming at least one non-voting representative from CIE as Observers at the LUCI General Assemblies.

- LUCI will waive registration fees for the identified attendee(s), excluding accommodation or any other expenses.

- It is expected that these external liaisons will provide contributions (the form to be determined by LUCI) to inform the LUCI network of relevant progress in the areas covered by this agreement.

4.c Where appropriate, the Parties will jointly elaborate written arrangements for reciprocal representation at any other meetings or events convened under their respective auspices which consider matters in which one of the Parties has an interest.

- 5) To contribute to / comment on each other's work by correspondence or participation, according to the rules of the participation in each organization.

5.a For CIE: In particular, LUCI Association acquires the status of being an external liaison organization in correspondence with CIE Division 4. Experts from members of the LUCI Association are invited to contribute relevant expertise to CIE Technical Committees and CIE Research Fora by applying for individual membership in these groups (subject to the rules for participation of the CIE, e.g., for intellectual property rights, for ethics codes and for policies regarding the exclusion of commercial contents).

5.b For LUCI: Representatives of the CIE, as LUCI partner, and especially those in Division 4, but also from other CIE Divisions if they are designated by CIE, due to a specific interest in LUCI's thematic activities - are invited by LUCI to relevant working groups, to review or contribute to editorial contents, provided those contributions are free from any commercial contents.

- 6) When considered relevant by both organizations, to engage in further discussion about possible joint or co-hosted events, whereby in any case further written arrangements would have to be made and the policies and procedures of both organizations would need to be regarded.

### **Article III. Exchange of Information and Confidentiality**

Without prejudice to their respective confidentiality obligations, the Parties will keep each other informed concerning projected activities and programmes of work that they consider being of interest to the other Party. They will arrange for the exchange of information and documents of mutual interest.

The Parties shall ensure that the persons they have designated to participate on their behalf in any of the programmes or Activities pursuant to this MoU, will not, unless specifically authorized, at any time, directly or indirectly use, disclose, furnish or make accessible to any third party confidential information of either Party that they have become aware of during the course of their participation in any of programmes or the Activities pursuant to this MoU.

Nothing in this MoU will be construed as requiring either Party to furnish confidential information that would, in the judgement of the Party processing the information, constitute a violation of the confidence of any of its members or anyone from whom it has received such information or otherwise interfere with the orderly conducts of its operations.

### **Article IV. Intellectual Property Rights**

Nothing in this MoU will be construed as granting or implying rights to, or interest in, the intellectual property rights owned by the Parties.

### **Article V. Name, Emblem and Seal**

Neither Party shall use the name, emblem or official seal of another Party, in any form or manner whatsoever, without prior written authorization of the concerned Party.

In no event can authorization to use the name, emblem or official seal be granted under this MoU for commercial purposes, if not explicitly agreed otherwise.

### **Article VI. Focal Point**

The Secretary General of the CIE and the President of LUCI shall designate representatives for purposes of facilitating the implementation of the present MoU and other related arrangements which may be established by the Parties. The contact details of representatives should be communicated in writing to the Parties.

### **Article VII. Non-binding nature of this MoU**

This MoU is not intended as, and will not be deemed or construed as, a binding agreement between the Parties.

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

### **Article VIII. Financing of Activities and Implementation**

Nothing contained in this MoU will give rise to any form of fiduciary or legal obligations or responsibilities by either Party. Correspondingly, this MoU does not constitute, and will not be deemed or construed as any obligation or commitment of any type, whether express or implied, by either Party in respect of the provision of funds or financing; and any activities that may be conducted hereunder will be subject to and contingent upon the availability of sufficient staff, funds and other resources. In all common Activities stemming from this MoU, it is understood that the costs will be borne where they arise and that there will be no exchange of funds between the Parties.

Should it be necessary, the relevant terms and conditions concerning the Activities (including, without limitation, those relating to financial, legal and operational matters, as well as to the respective rights, roles and responsibilities of the Parties, if any) may be set forth in a separate and legally binding written agreement.

For the duration of this MoU, the Parties may publicly announce that they collaborate in the Activities as listed in Article II above.

#### **Article IX. Status of Personnel**

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

#### **Article X. Modification and Termination**

This MoU may only be modified or supplemented pursuant to a written amendment mutually agreed to and signed by the Parties. Any such amendment will be annexed to this MoU and will form an integral part hereof.

This MoU may be terminated by either Party, on 31 December of any year, by written notice given to the other not later than 30 June of that year.


Notwithstanding the above, the provisions of this MoU 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 MoU. To this end, the Parties 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 each other.

This MoU shall supersede and replace all prior agreements and understandings, oral or written, between the CIE and LUCI.

#### **Article XI. Entry Into Force**

This MoU will become effective on the date of its signature by all Parties, or by their duly authorized representatives, and its provisions will remain applicable until this MoU is terminated in accordance with its terms.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto, have signed the present MoU in two copies in English, all the two texts being equally authentic.



**For the CIE**

Diana Wernisch

*Secretary General*

Date: 26. 07. 26

Place: Oulu, Finland

**For LUCI**

Bruno Paternot

*President*

Date: 26. 07. 26

Place: Oulu, Finland

