

# MEMORANDUM OF UNDERSTANDING

Between



**NATIONAL SAFETY COUNCIL**



**AND**

**APRIL 2010**

# MEMORANDUM OF UNDERSTANDING

## Between the National Safety Council India And the American Industrial Hygiene Association

Whereas the **American Industrial Hygiene Association (hereinafter called as AIHA)**, located at 2700 Prosperity Avenue, Suite 250, Fairfax, VA 22031, USA, is one of the largest international associations serving the needs of occupational and environmental health professionals practicing industrial hygiene in industry, government, labor academic institutions, and independent organizations.

Whereas the **National Safety Council, India** (hereinafter called as NSC India), located at Plot 98-A, Sector 15, CBD Belapur, Navi Mumbai 400 614, India, is an apex, not-profit making autonomous body set up by the Ministry of Labour, Government of India to build a national movement on safety, health and environment to prevent and mitigate the loss of life, human sufferings and economic losses and provide support services to industry.

Whereas both the organizations are engaged in programs and activities that can complement the efforts of each other and that the collaboration between these two organizations shall be of mutual benefit and of benefit to their respective stakeholders.

Now, therefore, both the organizations have decided to enter into the mutual collaboration by signing this Memorandum of Understanding (MoU) to co-operate and collaborate to the extent they jointly decide appropriate to support their overlapping missions upon the terms and conditions hereafter set forth:

### 1. Purpose

This MoU is aimed at stipulating provisions for both parties to expedite and cooperate for the purpose of development of occupational safety and health through technical co-operation and exchanges between the two parties.

### 2. Scope of Cooperation

Both parties shall cooperate in the following:

- (i) Liaise in the promotion of their goals and objectives;
- (ii) Allow each organizations to publish, with pre-permission, articles or complete publications that are copyrighted by the counterpart organization; a separate agreement would be signed by the two

organizations outlining the procedures to be followed, which may include royalty arrangements;

(iii) Explore the possibility of conducting jointly or providing the members of the counterpart association with educational and training opportunities including distance learning;

(iv) Provide representative delegations from the counterpart organization with member-level (or otherwise reduced) registration fees for annual conference attendance as well as attendance at other educational programs for respective organizations;

(v) Explore the possibility of promoting participation in the AIHA Laboratory Quality Assurance Programmes, Affiliate Laboratory Programmes among Indian laboratories;

(vi) Cooperate with representative delegations from the counterpart organization during official visits, as a way to keep the two organizations current with the activities of the counterpart of organization and to ensure that the opportunity for meaningful collaboration is nurtured;

(vii) Explore the possibility of advancing industrial hygiene practice in India through professional certification; laboratory assurance programme accreditation, proficiency testing, etc. and

(viii) Ensure that the two organizations remain in good communication and that dialogue between the two organizations remains open.

In addition, the following specific agreements are being made:

(ix) AIHA will assist NSC India in promoting attendance to future International Conferences / workshops that may be organized by NSC India from amongst AIHA members in USA and other countries;

(x) NSC India will assist AIHA in promoting attendance to the Fundamentals of Industrial Hygiene Program held in India. AIHA will offer NSC India members the AIHA member registration rate for the Program.

(xi) Each organization will extend to the other up to two (2) complimentary registrations to one another's annual conference. Each organization will provide the other with opportunities to present at one another's annual conference, as appropriate.

(xii) NSC India will assist in the promotion of AIHA's International Affiliate Membership category by suitably publishing a note in future issues of its periodical "Industrial Safety News". AIHA will offer NSC India members

75% off the AIHA \$190 USD member rate. (For 2010, this rate would be approximately \$48 USD for Indian members.)

(xiii) AIHA will provide NSC India with two complimentary electronic memberships that will entitle it electronic access of The Synergist, AIHA's award winning monthly magazine and The Journal of Occupational and Environmental Hygiene (JOEH), AIHA's jointly owned monthly published scientific journal.

### **3. Confidentiality**

Both parties shall keep confidential any classified information acquired in the course of their mutual business co-operation.

### **4. Financial Matters**

Financial arrangements for jointly undertaking any project/program/activity as per this MoU would be worked out through joint consultation.

### **5. Term of validity**

This MoU shall remain valid for three (3) years from the date of it being operative. However, both parties may extend the term of validity of the MoU or revise any of its contents by mutual consent.

Either party may terminate this MoU:

5.1 By notifying its intention of terminating this MoU to the other party in writing not later than sixty (60) days before the expiration date of the Agreement ;  
or

5.2 When the other party fails to fulfill any or all of its obligations imposed by this MoU and continues to fail to fulfill the obligations even after receipt of a warning from the former.

### **6 Force Majeure**

For the purpose of this MoU, "Force Majeure" means an event which is beyond the reasonable control of a party making performance of its obligations impossible or so impractical as to be considered impossible under the circumstances.

Failure to fulfill any of its obligations shall not be considered to be a breach of, or default under this MoU in-so-far as such inability arises from an event of Force Majeure provided that the party affected by such an event (a) has

taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this MoU and (b) has informed the other party as soon as possible about the occurrence of such an event.

This Memorandum of Understanding shall become operative from the date of signing of this document by a party signing last.

This Memorandum of Understanding replaces the earlier Memorandum of Understanding signed between NSC and AIHA on 3<sup>rd</sup> September 2007.

Signed



Handwritten signature of V.B. Sant in blue ink, dated 21/4/10.

**V.B. Sant**  
Director General  
National Safety Council  
NSC, India

Signed



Handwritten signature of Cathy Cole in blue ink, dated 21/4/10.

**Cathy Cole, CIH, CSP**  
President  
American Industrial Hygiene Association  
AIHA, USA

## **Two-day Seminar on Industrial Hygiene and Occupational Health (AIHA & NSC)**

### **Topics**

- 1) Concept of Industrial Hygiene
- 2) Overview of Occupational Health
- 3) Principle of Toxicology
- 4) Workplace monitoring
- 5) Status of Implementation of Industrial Hygiene in India
- 6) Status of Implementation of Industrial Hygiene in US
- 7) Indian Statutes & Standards pertaining to Industrial Hygiene & Occupational Health
- 8) US Statutes & Standards pertaining to Industrial Hygiene & Occupational Health
- 9) Ergonomics