MEMORANDUM OF UNDERSTANDING

BETWEEN

THE AMERICAN SOCIETY OF SAFETY ENGINEERS

AND

THE INTERNATIONAL LABOUR ORGANIZATION

This Memorandum of Understanding (MOU) outlines the intent of the American Society of Safety Engineers (hereinafter to be referred to as “ASSE”) and the International Labour Organization represented by the International Labour Office (hereinafter to be referred to as “ILO”) in the person of the Director of the Programme on Safety and Health in the Work Environment (SAFEWORK) (hereinafter to be referred to collectively as “the Parties”) to work together towards the common objective of preventing illness and injuries in the workplace across all industry sectors by advocacy, promoting awareness, knowledge development, information dissemination, and the application of relevant standards and industry best practices in the community and workplace, and by developing and providing products and services to meet these objectives.

ASSE assures that it is committed to the aims and purposes of the ILO and supportive of the principles concerning the fundamental rights which are the subject of the ILO’s fundamental Conventions, namely:

i. freedom of association and the effective recognition of the right to collective bargaining;
ii. elimination of all forms of forced or compulsory labour;
iii. effective abolition of child labour; and
iv. elimination of discrimination in respect of employment and occupation;

as well as of the human rights, environment and anti-corruption related principles of the United Nations Global Compact.

ASSE further assures that it does not have a direct or indirect commercial interest in the activities envisaged under this MoU or in their outcome.

I. FORMS OF COLLABORATION

The purpose of the present MOU is to facilitate collaboration between ASSE and ILO in matters of common interest to them and in particular in the following matters:

1. ASSE will communicate and promote awareness of the ILO Global Strategy on Occupational Safety and Health and support the objective of Convention
through the promotion of continuous improvement of occupational safety and health to prevent occupational injuries, diseases and deaths.

2. ASSE will act as Knowledge Brokers in SAFEWORK’s global knowledge and awareness campaign which focuses on promoting the concept of sound management of safety and health at work as the most effective means for achieving strong and sustained preventative-oriented safety and health culture. Knowledge sharing will include information on international standards, national legislation, technical guidance, methodologies, accident and disease statistics, best practice, educational and training tools, research, hazard and risk assessment data.

3. ASSE will, through the ASSE website, make agreed upon workplace safety and health information and training available to the public, including developing countries and countries in transition.

4. ASSE will work with SAFEWORK to provide agreed upon technical advisory support for governments, NGOs and/or enterprises in the Pan-American region or elsewhere, for the timely strengthening of their OSH capacities and programmes.

5. ASSE will share with SAFEWORK its experience and expertise in the areas of young worker safety and health training and supporting small business enterprises to prevent worker injury and illness.

6. SAFEWORK will invite relevant ASSE officials, experts and scholars to study, deliver lectures or presentations.

7. The Parties will organize joint forums, and on invitation, participate in conferences, seminars and exhibitions organized by the other.

II. SPECIFIC ACTIVITIES

The activities to be carried out by ASSE and ILO under this MOU will be subject to the conclusion of specific agreements between the Parties. The Parties’ collaboration may involve specific activities such as:

1. The Parties agree to the exchange of information and knowledge for the 5th edition of the ILO Encyclopedia of Occupational Health and Safety and the ASSE Body of Knowledge project. ASSE will act as a conduit for promoting the development of the Ten Thousand Expert Network to transfer occupational safety and health knowledge from academic researchers to practitioners in workplaces specifically by collaborating in the development of the 5th Edition of the ILO Encyclopedia of Occupational Health and Safety.

2. ASSE will invite at least one and up to three ILO Staff to attend the Annual conference, without charging registration and allowing for such additional courtesies as the ASSE budget permits, including but not limited to: admission to professional development meetings, providing a booth in exhibit space at the conference, luncheons or meals, technical tours, or such other activities as ASSE
deems appropriate to keep SAFEWORK informed of. As such, SAFEWORK participants will provide a lecture and/or workshop about recent activities and projects at the ILO and SAFEWORK.

3. ASSE and ILO will jointly present a symposium focused on occupational health and safety and healthy workplaces, whether at an ASSE annual conference, Regional or Chapter meeting, or in connection with such other major conference as SAFEWORK may sponsor, including but not limited to the World Congress on Safety and Health at Work.

4. SAFEWORK will provide to ASSE its expertise regarding addressing the issue of the elimination of child labour, incorporating lessons learned and best practices developed through Decent Work Agenda projects and country-based programmes.

5. SAFEWORK will provide ASSE with technical support and current information related to reducing the toll of traumatic workplace injuries in support of the Global Strategy on Occupational Safety and Health.

6. SAFEWORK and the ILO Regional Office for Latin America and the Caribbean will assist in bringing Spanish language safety and health materials to ASSE Committees and Chapters in the United States of America and such other countries as ASSE may so request.

III. LIAISON

Each party agrees to appoint officers and staff liaisons to form the link between the Parties and effect the operation of this MOU.

IV. ENTRY INTO FORCE, DURATION, AMENDMENTS AND TERMINATION

This MOU will enter into force upon its signature by the authorized representatives of the Parties and will remain in force for a period of 4 (four) years. It may be extended or amended subject to the mutual consent of both Parties. After consultations have taken place between the Parties, either party may terminate this MOU by giving 3 (three) months notice in writing to the other party. The obligations assumed by the Parties under this MOU will survive its termination to the extent necessary to permit the orderly conclusion of the activities already commenced prior to the termination date.

V. PRIVILEGES AND IMMUNITIES

Nothing in this MOU or relating thereto shall be construed as constituting a waiver of the privileges and immunities enjoyed by the ILO.

VI. EXPENSES

Unless otherwise established in the specific agreements concluded between the Parties under this MOU, all costs arising from the implementation of this MOU will be borne by
the Party that incurs the cost, with the exception that ASSE shall bear the above described costs for registration, and exhibit space for the Annual Meeting and for other Region or Chapter meetings to which SAFEWORK is invited to speak or send representative(s).

This MOU is signed on the June 20 in the year of 2009 in Chicago, USA and Geneva, Switzerland in 2 (two) original copies. Both versions have the same legality.

FOR THE AMERICAN SOCIETY OF SAFETY ENGINEERS

FOR THE INTERNATIONAL LABOUR ORGANIZATION

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