

Memorandum of Understanding /OSHA Alliance

The Heartland Safety & Health Education Center
and the
Indiana Department of Labor

November 01, 2009

The Indiana Department of Labor (hereinafter "IDOL") and the Trustees of Indiana University, on behalf of the Heartland Safety & Health Education Center (hereinafter referred to as "Heartland"), agree that entering into a Memorandum of Understanding is a benefit to both groups. The Heartland Center is located in the Department of Applied Health Science, as a part of the School of Health, Physical Education & Recreation (HPER) at Indiana University, Bloomington, Indiana. The Memorandum of Understanding shall be a cooperative agreement between the IDOL and Heartland.

The IDOL and Heartland will work together to achieve the following mutually beneficial goals:

- The IDOL will provide staff when appropriate and necessary to serve as a trainer, at no cost to the Heartland Center, following a written request from the Director of the Heartland Center and when approved by the Deputy Commissioner of the IDOL's INSafe division, to assist in specialized OSHA related training sponsored by the Heartland Center.
- Heartland will, when appropriate and available, and with written prior approval of the Director of the Heartland Center and a written notification sent to the Deputy Commissioner of INSafe, provide OSHA outreach training free of charge for staff members of Indiana OSHA and INSafe.
- A mentor/intern program will be developed during the course of the agreement period to assist students in Indiana University's HPER safety program (i.e., speaking in the classroom, shadowing INSafe consultants and/or IOSHA CSHO's, and consideration for student internships when available).
- The IDOL will share information and statistics, as determined to be appropriate by the Deputy Commissioner of INSafe, to advance the goal of providing more relevant information and reducing injuries, illnesses and fatalities in the workplace (e.g., sharing Fatality/Injury and Illness Data that is generally unavailable to the public; these statistics may provide the basis for future prevention-based research). Any project initiated under this agreement will meet the requirements, and obtain prior approval, of the Indiana University Institutional Review Board (IRB) process.

- The IDOL will endorse Heartland as one of their preferred trainers and OSHA institutes, and market them on their website, publications, newsletters etc. In return, Heartland will market INSafe in proactive ways to promote their on-site consultation services.
- The IDOL will formally provide Heartland the ability to reserve space in the Government Center buildings for OSHA outreach classes, when requested in writing by the Heartland Center and when training space is available. The space priority for training reservations will be determined by the Deputy Commissioner of INSafe if a conflict in space allocation arises.
- HPER will, when appropriate, allow the use of safety and health laboratories and technical equipment for OSHA training purposes

The IDOL will provide parties an opportunity to participate in a voluntary cooperative relationship with IOSHA for purposes such as training and education, outreach and communication and promoting a national dialogue on workplace safety and health. These Alliances have proven to be valuable tools for both the IDOL and its Alliance participants. By entering into a memorandum of agreement with a party, IOSHA is not endorsing any of that party's products or services.

Participants in this Memorandum of Understanding will meet at least two times per year to track and share information on activities and results in achieving the goals of the Memorandum. Team members will include representatives of the IDOL and Heartland.

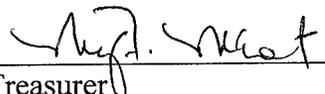
This Memorandum of Understanding shall not extend beyond the State two-year budget period, ending on June 30, 2011. Any signatory may terminate it for any reason at any time, provided they give 30 days written notice. This Memorandum of Understanding may be modified at any time with the concurrence of the signatories.

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this memoranda, the memoranda shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

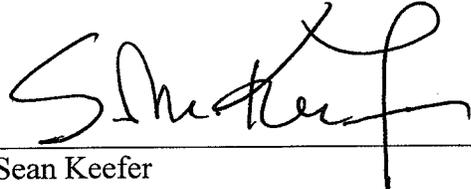
Dated this 2 day of ^{March}~~January~~, 2010.



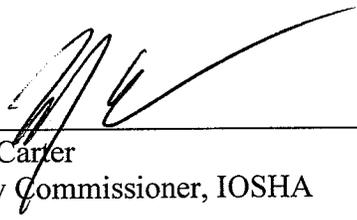
Lori Torres
Commissioner, Indiana Department of Labor

 ATS

Treasurer
The Trustees of Indiana University

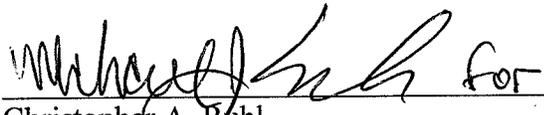


Sean Keefer
Deputy Commissioner, INSafe



Jeffry Carter
Deputy Commissioner, IOSHA

Approved:

 for

Christopher A. Ruhl
Director, State Budget Agency