

MEMORANDUM OF UNDERSTANDING May 2023

1. Introduction

Representatives from ENSHPO (European Network of Safety and Health Professional Organizations) and ENETOSH (European Network Education and Training in Occupational Safety and Health) have been in contact for many years since the first signing of a MoU on September the 19th, 2007.

Following that first mentioned agreement and the contacts, thereafter, taking the opportunities of the recent changes in the respective Boards, both organisations show interest in refreshing the agreement and in evaluating again possible synergies and areas of mutual interest for future bilateral co-operation. Both organizations hope their relationship will have an important and positive influence on developing a preventive culture in Europe.

2. Main aims and objectives

2.1 Aims of ENETOSH

ENETOSH, established in 2005, brings together OSH experts and education experts in Europe and abroad and aims to:

- exchange knowledge, experience and good practice in education and training on safety and health
- create a community of OSH and education experts and provide possibilities for them to meeting together
- foster the process of integrating safety and health into education and training at all levels of education, including vocational training and university education
- support the development and implementation of competence standards for teachers and trainers in safety and health
- ensure participation from as many professional OSH institutions and educational establishments across the whole of Europe and abroad, and involve them in the network's activities
- co-operate with relevant European and international organisations and associations, including the European Agency for Safety and Health at Work and the International Social Security Association.

2.2 Aims of ENSHPO

ENSHPO, established in 2001 under the umbrella of the European Agency for Health and Safety at work (EU-OSHA), brings together OSH professional organizations from European countries and now encompasses also the field of environmental protection, to contribute to a sustainable development, aims to:

- be the leading voice of EHS professionals
- fulfil its mission to promote and advocate safety, health and environment protection in all workplaces throughout Europe by engaging with decision makers and regulators, by leading and supporting initiatives to promote awareness and share best practice and by creating a community of engaged professionals
- ensure participation of all OSH & E professional organisations across the whole of Europe and involve them in the Network's activities
- encourage and facilitate the professional development of EHS professionals through an informal/formal platform for the EHS organizations and a supportive environment for them
- provide a forum that facilitates the exchange of information, experience and good practice on a wide variety of topics, including:
 - investigating the role of the OSH professional in each country
 - identifying common objectives

- identifying the needs of OSH professionals
- addressing issues affecting global OSH professionals
- training and competence issues.
- create and consolidate discussions and co-operation with relevant European and international organisations and associations, including the European Agency for Safety and Health at Work.

3. Scope for cooperation between the two organisations

3.1 In full respect of the independent and autonomous Vision and Mission of both organisations, encourage, whenever possible, collaboration at European level in the field of OSH, Environmental protection and Education for sustainable development

- Share information and research findings on the principles, policy and practice of EHS training
- Promote and facilitate the integration of high standards of competencies in EHS professional training
- Support the use of effective tools to improve EHS training for entrepreneurs and for workers in small to medium-sized enterprises (SMEs)
- Cooperate in developing EHS proposals / strategies at both political and scientific levels, where this meets the objectives of both parties
- Consult each other over relevant issues of interest, with a view to maintaining OSH professional standards and avoiding duplication of effort

3.2 Communication between ENSHPO and ENETOSH

- Each party to make available to the other their respective journals, magazines and other publications free of charge, or at preferential rates
- Each party to allow the other to use published material for which they hold copyright with permission.
- Each party to promote and facilitate the sharing of good practice and tools, in particular for SME's across Europe

3.3 Collaboration in events and meetings and working groups, if possible

- Identify areas of possible synergies and/or initiatives of mutual interest
- Keep each other duly informed of relevant meetings, events and activities
- Invite key staff and members to speak or take part in, as appropriate, meetings, events and activities
- Consider joint meetings, events and activities as appropriate

4. Reporting

When any joint action is undertaken, the need for reporting is established.

This report will be made by the group involved in the implementation and will be evaluated by the Boards of Directors of both organisations, including possible improvements for future actions of a similar nature.

5. Funding

This MOU is not a commitment of funds. To clarity, each party is responsible for all costs pertaining to that party that arise out of the fulfilment of this Memorandum.

6. Duration of the MoU

Both organizations will endeavour to cooperate, wherever possible, on any issues relevant to OSH & Education and Training at an European level. Both Parties commit to solve any potential conflicts in a fair and constructive way. In the absence of mutual agreement by the authorized officials from ENSHPO and ENETOSH this MOU shall end on 31.12.2025. The MoU can be decided to be prolonged with the decision of both parties upon the completion of this MoU.

If the designated contact changes during the course of this Memorandum, it is agreed that a replacement will be substituted, and contact details forwarded immediately.

7. Copyright

Each party will hold intellectual property rights, including patents, copyrights, designs and

trademarks, in any material the party concerned has created under this MOU. In such a case, the party concerned may agree to grant to the other party, a license to use such materials for the purposes of this MOU. The parties shall inform each other as to their intentions to translate or adapt the materials. Any licence will be recorded in a legally binding licence.

8. NO CONTRACT

Unless otherwise set out in this MOU, this document is not intended to create binding or legal obligations on the Parties.

9. FORCE MAJEURE

Neither party will be liable for failure to perform its obligations under this Memorandum if such failure results from circumstances, which could not have been foreseen and which are beyond the parties' reasonable control.

10. NO PARTNERSHIP

Nothing in this memorandum is intended to create, or be deemed to create, a partnership, or the relation of employer and employee between parties.

11. DISPUTES

In the event of any dispute emerging, the parties agree to solve the problem by way of mutual and responsible negotiation.

12. CONFIDENTIALITY

This paragraph is legally binding.

Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by the paragraph below.

Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of this MOU. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this paragraph 12; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13. GOVERNING LAW AND JURISDICTION

This paragraph is legally binding.

This memorandum of understanding and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Germany.

Each party irrevocably agrees that the court of Germany shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this memorandum of understanding.

JOINT STATEMENT

Signatures of the authorised members of each party confirm agreement to the matters set out in this memorandum of understanding.



Signed

Mireya Rifa Fabregat
ENSHPO Chair

Date:



Signed

Ulrike Bollmann
ENETOSH Coordinator

Date: 26/05/2023