

MEMORANDUM OF UNDERSTANDING
CONCERNING THE EXCHANGE OF DATA
IN THE FRAME OF THE HAZCHEMATWORK-PROJECT

BETWEEN:

Kooperationsstelle Hamburg IFE – Germany – *hereinafter referred to as “KOOP”*

AND

Party xy

Preamble:

The “Kooperationsstelle Hamburg IFE – Germany – *hereinafter referred to as “KOOP”* – is Coordinator of the ‘HazChemAtWork-project’ - *hereinafter referred to as “Project”*, currently performs a study contracted by DG Employment called ‘Service contract to create a database and develop a model to estimate the occupational exposure for a list of hazardous chemicals in the Member States of the European Union and in the EFTA/EEA countries”.

The purpose of this Memorandum of Understanding is to specify with respect to the Project the relationship between KOOP and Party xy in particular with respect to the use of data from Party xy in the model of a European database. It specifically defines

- Responsibilities and tasks
- Provision of measured data
- Access to information and data

and furthermore provisions. No provisions in this Memorandum are considered binding on the Parties in case where a conflict exists with mandatory National or International Law or Treaty.

SECTION 1: Entry into Force, Duration and Termination of this Memorandum of Understanding

2.1 Entry into Force

This Memorandum of Understanding shall be effective from the date of signature by all participating and entering Parties.

2.2 Duration

This Memorandum of Understanding shall continue in effect until December 2016.

2.3 Termination

If a Party intends to terminate the contract an advance notice of one month is required to the other party.

SECTION 2: Tasks and Responsibilities of all participating Parties towards each other

Each Party intends to take part in the efficient implementation in order to perform and fulfil its tasks under this Memorandum of Understanding as may be reasonably required from it and in a manner of good faith.

KOOP shall:

- take reasonable measures to ensure the accuracy of any displayed information, materials or measured data which is displayed in the database
- provide all background (pre-existing) information on the database
- the database will only be accessible to the representatives of the HazChemAT Work-project, the DG Employment and the Project Monitoring Committee. It may not be distributed further without prior agreement of the data provider.

Party xy shall:

- provide exposure data in a digital format including corresponding background and contextual information on exposure situations and determinants,
- this will be restricted to data that are readily available, non-confidential and for which it is legally allowed to provide such data; reasonable efforts will be made to provide useful data that are free for use in this project

- the exposure data will be made anonymous with regard to information like the name or other contact data of the company or the name or contact data of workers
- potentially prepare in-house data, as far as reasonable possible for the Party involved, before transfer it to the model database.

In order to disburden the Party's data preparation will be done by the Contractor if required.

Further Project details are listed in Attachment I.

The recipient Party shall be entirely responsible for the use to which it puts such information and materials.

SECTION3: Financial Provisions

Each Party covers its own costs under this Memorandum of Understanding It is accepted by both parties that, this Memorandum of Understanding cannot force a Party in any way to make costs related to this project or to specific activities needed for or resulting from this project beyond the limitations set internally by each of the Parties.

SECTION 4: Exclusion of liability

The Parties do not accept any liability for direct or indirect damage resulting from their participation in the project or from the use of the information and data they have provided in the scope of the project.

SECTION 5: Signatures

"KOOP"

Signature _____

Name _____

Title _____

Date _____

"Party xy"

Signature _____

Name _____

Title _____

Date _____