# Memorandum of understanding between the European Agency for Safety and Health at Work and *(partner to be inserted)*

**Subject:** Development, Use and Maintenance of the OiRA (Online interactive Risk Assessment) Tool(s)

## 1. Background - What is the OiRA project

EU-OSHA is the European Union organisation responsible for the collection, analysis and dissemination of relevant information that can serve the needs of people involved in safety and health at work. It is the vision of EU-OSHA to be the European centre of excellence for occupational safety and health information, promoting a preventive culture to support the goal of making Europe's current and future workplaces safer, healthier and more productive.

Experience from OSH professionals and data gathered show that proper risk assessment is the key to healthy workplaces. Moreover, the *European Community Strategy on Health and Safety at Work 2007-2012* calls for the development of simple tools to facilitate risk assessment. In this framework EU-OSHA has launched the **Online interactive Risk Assessment project** (OiRA).

The project, built on a successful Dutch initiative, is based on a **web generator of online interactive risk assessment tools.** These online tools allow micro and small enterprises to perform a practical risk assessment following a step by step process – starting with the identification and evaluation of workplace risks, through decision making on preventive actions and the taking of action, to monitoring and reporting.

## 2. The Objective of the Memorandum of understanding

This Memorandum of Understanding provides the basis for the cooperation between EU-OSHA and the (partner to be inserted) for developing OiRA tool(s).

## 3. General outline of working arrangements

### The role of EU-OSHA

EU-OSHA offers:

The OiRA tools generator which allows social partners and other partners at EU and national level and national public authorities/national OSH institutes to build OiRA tool(s) consisting of:

- A questionnaire in the form of statements to which explanations, references to national legislation, recommendations and good practice solutions are to be added. The content is organised in modules and submodules;

- A simplified method to evaluate the risks/problems spotted as a result of the hazard identification exercise;

- An action plan to which the end-user is automatically led by the tool itself;

- An automatically generated report documenting the risk assessment that can be printed and/or downloaded in word format and amended or completed if necessary;

- A guide on how to develop an OiRA tool (explaining the approach and the architecture of the OiRA tools generator, the target audience, the language to be used, etc.);

- Manuals on how to use the OiRA tools generator;

- Face-to-face and online assistance by EU-OSHA.

- To foster the use of the OiRA tools by ensuring good promotion/dissemination and implementation;

- EU-OSHA does not charge any cost for the participation in the project.


### The role of *(Partner to be inserted)*

*(Partner to be inserted)* commits itself to:

- Develop OiRA tool(s) or adapt already existing OiRA tool(s) to the particularities of a given sector and to national legislation;

- Update the content of the OiRA tool(s) on a regular basis;

- Disseminate the OiRA tool(s) and, as far as possible, give assistance to the end-users or transfer the task of assistance to the end-users to the concerned professional organisations;

- Collaborate with EU-OSHA and give feedback about the tools generator, the materials and the diffusion model;

- Be involved/participate in the evaluation(s) of the OiRA project (to be managed by EU-OSHA);

- Share the developed OiRA tool(s) as well as the experience and knowledge acquired with other members of the OiRA Community;

- In case of a national public authority/national OSH institute taking the lead in the development of OiRA tool(s): involve social partners (and other partners) in the development and dissemination of the OiRA tool(s) according to the national practices in the respective Member State;

- In case of national social partners (and other partners) developing OiRA tool(s): inform national authorities on the development of their OiRA tool(s) and (as far as possible) maintain a continuous exchange of information with the national authorities;

- Involve the end-users (employers and employees of micro and small enterprises/organisations) to ensure that the OiRA tool(s) responds to end-users' real needs (especially in the testing phase).

## 4. Getting Access to the OiRA tools generator – application procedure

Once EU-OSHA has received and validated the initialled, dated and signed copies of the memorandum, the applicants will receive an email confirming access to their account.

Public authorities will receive a "Country Manager" account so that all sectoral tools will be managed by this country manager.

## 5. Maintenance and updating of the sector-specific OiRA tool(s)

The content of the OiRA tool(s) has to be updated at the latest two years after they have been published. Such a review of the OiRA tool(s) is indispensable in order to ensure that the OiRA tool(s) take into account any changes in legislation at EU or national level. However, it is recommended to review and up-date the content of the OiRA tool(s) earlier and at regular intervals.

Three months before the expiry date, EU-OSHA will send a reminder that the content of the OIRA tool(s) must be reviewed and validated. If there is no response from the account holder, EU-OSHA will freeze the tool(s) until it is updated and this has been notified to EU-OSHA by email.

## 6. Data Protection

The Annex on EU-OSHA's legal notice (privacy policy, disclaimer…) forms an integral part of this memorandum.

## 7. Copyrights of photos used in the tool(s)

*(Partner to be inserted)* guarantees that it holds the rights for reproduction, translation and dissemination of all the component parts (texts, photos, graphs, translation and illustrations, etc…) of its OiRA tool(s).

Whenever *(Partner to be inserted)* includes third party textual or artistic material in the tool(s), it shall be responsible for taking the necessary steps to obtain written authorisation from the copyright holders. It will pay any fees required for such permissions and ensure that all rights are respected.

EU-OSHA does not accept any liability in respect of damages and claims due to the unlawful use of photos in the OiRA tool(s).

## 8. Generation of anonymous and aggregated statistics

In order to improve the services provided to the OiRA end users, the Agency will use PIWIK (an open source Web analytics reporting tool, suitable for analysing data from Internet services such as web,

streaming media, mail and FTP servers). These statistics will only provide general traffic data (visits, pages viewed, visits by country, duration of the visits, and top 10 pages) and only exclusively aggregated and anonymous data will be used.

Under no circumstances will personal data be used for processing of data.

## 9. Software licence of the OiRA tools generator and rights regarding the Content of the OiRA tool(s)

EU-OSHA sets the following conditions for using and adapting the OiRA tool(s):

- The source code of the OiRA tools generator is GPL licensed; *(Partner to be inserted)* commits itself to accept and follow terms and conditions related to the GPL license. The source code of the software is managed by EU-OSHA. The right to use it rests with *(Partner to be inserted)*, or their representatives;
- The OiRA tools generator and all tools developed by *(Partner to be inserted)* are and will be hosted on EU-OSHA servers. EU-OSHA will ensure proper functioning of the hosting hardware, internet bandwidth, maintenance and periodical upgrades. EU-OSHA cannot be held responsible for the flawless and uninterrupted operation of the OiRA tools generator or the extent to which the OiRA tools generator meets or does not meet the aims which *(Partner to be inserted)* has for the OiRA tools generator. *(Partner to be inserted)* must use the OiRA tools generator in the way in which it is intended and carefully follow the related instructions (see tools generator manuals);
- The OiRA tools generator is made available with the current existing features and design. A standard web feature will allow the sector organisation to display its logo on the OiRA tool(s) it has developed. Any additional feature/design customisation proposed by *(Partner to be inserted)* has to be agreed with EU-OSHA. In this case EU-OSHA will assess whether additional features/design customisation are an added value for the whole OiRA project. If so, it will eventually develop them, integrate them in the software code, host them, make them available to the OiRA community and maintain them. In the opposite case, it will be up to *(Partner to be inserted)* to develop and maintain the new feature;
- EU-OSHA may issue new versions of the OiRA tools generator in which flaws are remedied or extra functionalities added and make them available under the GPL license. EU-OSHA cannot be obliged to issue new versions.
- *(Partner to be inserted)* is entirely responsible for developing and keeping the content of the OiRA tool(s) updated using the tools generator. Costs associated to any development of the OiRA tool(s) content cannot be charged to EU-OSHA;
- EU-OSHA sets as a condition for being involved in the OiRA project (and using the OiRA tools generator) that the OiRA tool(s) developed by *(Partner to be inserted)* is/are made available to others for free and that there is no exclusivity clause. This means that the tool(s) developed by *(Partner to be inserted)* must be freely accessible for all who want to use it and that *(Partner to be inserted)* agrees to the content of the tool(s) being shared with other partners involved in the OiRA project;

- Content of the OiRA tool(s) will be protected using the Creative Commons license;



Attribution Share Alike
(http://creativecommons.org/licenses/by-nc-sa/3.0/)

- The intellectual ownership of the OiRA tool(s) belongs to the organisations involved in the development of the OiRA tool(s), irrespective of whether the OiRA tool(s) are made available at EU-OSHA's website or at *(Partner to be inserted)*'s websites, as long as the above item 6 of these conditions is fulfilled;
- In any case the organisation shall not disclose or use any aspect of the tool(s) for commercial purposes.

## 10. Divergences of interpretation or implementation

The parties undertake to make the best efforts with a view to resolving any divergence that may arise in the implementation of this memorandum.

## 11. Amendments

This memorandum may be reviewed and subsequently amended by the mutual written consent of the parties at any time.

## 12. Duration

This memorandum shall enter into force on the date on which it is signed by the last party which shall be EU-OSHA. The memorandum shall be valid until 31 December 2017 and be renewed automatically on a yearly basis unless it is terminated by one of the signing parties by sending a written notice of termination before the end of the given year.

## SIGNATURES

For *(Partner to be inserted)*                           For EU-OSHA,

Director                                                 Director

signature: _____                              signature:_____

Done at                    on                            Done at Bilbao on

In duplicate in [English]

# ANNEX
# PRIVACY POLICY

The OiRA (Online interactive Risk Assessment) application is an instrument put at your disposal by the European Agency for Safety and Health at Work (EU-OSHA). This Privacy Policy applies to all products, services and websites offered by EU-OSHA in the framework of the OiRA application.

Your personal data is processed in line with Regulation (EC) N° 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Further details of the privacy policy of EU-OSHA and the full text of the Regulation can be accessed at: http://osha.europa.eu/en/privacy-policy.

## The Information we collect and for what purposes

The **kind of information we collect**: when you sign up for an OiRA account and you enter data into the OiRA application we are asking you for the following information:

- **Email account** - This is necessary to access the online application, edit the input data, and delete the OiRA account. You can enter any valid e-mail address. Email addresses will not be used for commercial purposes;

- **Any information you provide in the free text fields of the application -** i.e. when you input a measure to tackle a risk, the person responsible for that measure, etc. The input of information in the free text fields is voluntary;

- **Cookies** - When you visit the site and select a language, we send a cookie to your computer or other device to store your language selection. This cookie stays in your browser until you close it. When you visit the site and log in, we send a cookie with your login information to keep you logged in during your visit. This cookie stays on your computer until you close your browser.  Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some features and services may not function properly if your cookies are disabled.

- **Log information** - When you access the service, our server automatically record information that your browser sends whenever you visit a website. These server logs may include information such as your web request, your interaction with a service, browser type, browser language, the date and time of your request. IP addresses are not stored in the system.

In addition to the above mentioned purposes, we may use the information we collect to provide, maintain, protect, and improve our services and develop new services.

In any case no personal data will be used for processing of data.

## Data controller

The data controller is the European Agency for Safety and Health at Work, Bilbao.

## Conservation and processing of information

We keep your data, which is inaccessible for external users, until you delete your account and your session(s).

EU-OSHA stores data on our servers in Halle, Germany.

## Reviewing and removing your information

You can use the Account settings and your saved OiRA Session(s) to review, control and delete the information stored in your Account and in your Session(s).

## Information security

We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data. These include internal reviews of our data collection, storage and processing practices and security measures, including appropriate encryption of communication and physical security measures to guard against unauthorized access to systems where we store personal data. IP addresses are not saved so that end-users cannot be identified through their access.

## Contact information

EU-OSHA regularly reviews its compliance with this Privacy Policy. Any enquiries and complaints regarding our privacy policy can be sent to the DPO of EU-OSHA at DPO@osha.europa.eu or to the EDPS at edps@edps.europa.eu.

# DISCLAIMER OF LIABILITY

This tool contains links to other websites which are not under the control of the European Agency for Safety and Health and the organisations involved. The Agency and the organisations involved accept no liability in respect of the content of these websites.

The European Agency for Safety and Health at Work and the organisations involved will not be liable for any false, inaccurate, inappropriate or incomplete information stored in the OiRA application or any other damages as a result of using the software.

Moreover, an OiRA tool is not intended to cover all the risks of every workplace but to help you put the risk assessment process into practice. For the OiRA tool to be fully effective it needs to be adapted to the context of your particular enterprise - some items might need to be added, others omitted if they are not relevant.

For practical and analytical reasons, the tool presents problems/hazards separately, but in workplaces they may be intertwined. Therefore interactions between the different problems or risk factors identified must be taken into account.

Therefore, EU-OSHA does not accept any liability for damages and claims if a tool does not cover all risks of a given sector.

Moreover, the Agency and the organisations involved in the production of the OiRA application do not accept any liability for damages and claims arising out of the use or inability to use the tool and the data stored therein. Similarly, EU-OSHA does not accept any liability in case of unavailability of the function of the OiRA application to print the report recording the risk assessment automatically generated by the application.

Therefore, the employer has to make sure, at any time, to be in possession of a printed, accurate and up-dated risk assessment.