

Agreement of the Partnership for European Research in Occupational Safety and Health (PEROSH)

2018-2022

Recitals

Considering that a framework agreement was signed on 7 November 2003 in Rome establishing the Partnership for European Research in Occupational Safety and Health (PEROSH) with the aim of strengthening European research in occupational safety and health (OSH);

Considering that the PEROSH partners showed their willingness to strengthen the partnership by signing the PEROSH Statute on 7 November 2008 in Dublin and establishing a PEROSH Secretariat;

Considering that the PEROSH partners have, in recent years, co-operated on numerous occasions, be it for research and development in joint projects, through joint participations in working groups, by research exchange meetings, or with the research exchange fellowship programme and at scientific events;

It has been agreed as follows:

Article 1 Purpose and duration of the agreement

The purpose of the present agreement is to renew the willingness to cooperate through the Partnership for European Research in Occupational Safety and Health (PEROSH).

The agreement is entered into for a period of 5 years. It shall come into effect on the date of signing. The agreement may be renewed.

The members shall be entitled to withdraw from this agreement after giving six months' notice.

The agreement may be terminated by a majority decision of the Steering Committee.

All decisions taken by the Steering Committee shall be subject to a two-thirds majority in favour.

Article 2 Nature of the Partnership

Under no circumstances shall this partnership agreement constitute a legal entity between the PEROSH members.

This agreement shall not prevent any member from engaging in any kind of cooperation with third party organisations.

Article 3 Objectives of the Partnership

The main objectives of the Partnership are to:

- Strengthen cooperation on OSH research and accelerate the generation of knowledge in key areas of OSH
- Disseminate and exchange knowledge and information on OSH issues

These objectives should be achieved through the:

- Pooling of resources and sharing of knowledge
- Realisation of joint research and development (R&D) projects
- Collaboration on EU funded programmes
- Seconding of experts between member institutes by mutual agreement and according to law and regulations of each country
- Promotion of the partnership and its activities among European institutions and other OSH stakeholders internationally and nationally
- Cooperation with external research centres and OSH-related institutions and networks

Article 4 Membership

4.1 Conditions for membership

Key national players in occupational safety and health who are associated with ministries, social partners or health and public accident insurance schemes may apply for membership. Those organisations should carry out or finance substantial OSH research.

There shall be only one member institution per country except where the majority of the existing members agree otherwise.

All members shall contribute to financing a PEROSH Secretariat in accordance with the provisions of article 4.3.

New members shall be approved by a majority decision of the Steering Committee.

4.2 Termination of membership

If membership terminates during the financial year, the entire annual contribution shall nevertheless remain due and payable.

Members may be expelled from PEROSH if any or all of the following apply:

- the member does not contribute to any of the research and development joint projects for more than two years
- the member does not contribute to the financing of the secretariat

The decision to expel a member is taken by the Steering Committee with a two-thirds majority not counting the parties to the dispute.

4.3 Financial participation

Each member shall bear its own costs arising from its participation in the network activities.

Each PEROSH member is obliged to sign a bilateral service contract with the PEROSH member hosting the secretariat and to pay an annual membership fee in accordance with the agreed budget for the year in question. To ensure membership for each year, institutes must have paid all their contributions by 31 March. The member institutes

share the expenses equally. Changes in budgets and expenses must be agreed in advance by majority voting of the Steering Committee.

The member institute hosting the PEROSH secretariat shall submit a detailed annual PEROSH financial statement. The financial statement should be checked by the Executive Committee and approved by the Steering Committee.

Article 5 Collaborative partners

Any scientific community and society including researchers within the field of OSH, and individuals who wish to support the purpose and activities of the network may be accepted as "collaborative partners" of the PEROSH projects.

Collaborative partners may contribute to the writing of key deliverables (articles, and conference papers written by the group), but their role must be clearly defined and agreed by all the project members.

Article 6 Organisation of the Partnership

6.1 Steering Committee

6.1.1 Composition and functioning of the Steering Committee

The members shall establish a Steering Committee comprising one director-level representative of each member institute.

The Steering Committee shall meet at least once a year.

Minutes of the meetings of the Steering Committee shall be considered as accepted if no members object to the secretary within 1 month from transmittal of the minutes.

6.1.2 Role of the Steering Committee

The Steering Committee shall be responsible for the strategic management of PEROSH, including but not limited to:

- Approval and promotion of the PEROSH joint research projects and specific knowledge-sharing initiatives
- Raising awareness also on international level
- Agreement on budget and approval of annual audited accounts showing revenue and expenditure
- Decision on PEROSH membership applications
- Appointment of the chairperson and the vice-chairperson of the Steering Committee
- Appointment of the chairperson of the Scientific Steering Group

Decisions taken by the Steering Committee shall be subject to majority voting in favour as per article 1.

6.1.3 Chairperson and Vice-Chairperson

The Steering Committee shall appoint from its members a **chairperson** who shall chair PEROSH for two years. Re-election is permissible for one further two-year period.

The Steering Committee shall appoint a **vice-chairperson** to assist the chairperson of the Steering Committee. Re-election as vice-chairperson is permissible for one further two-year period. In order to ensure continuity for the chairpersonship, the vice-chairperson may succeed his/her present chairperson as chairperson.

6.2 Scientific Steering Group

6.2.1 Composition and functioning of the Scientific Steering Group

The Steering Committee establishes and decides on the organisation and remit of the Scientific Steering Group (SSG).

The Scientific Steering Group consists of the research/scientific directors/coordinators of the member institutes of PEROSH.

The Steering Committee appoints a chairperson for a two-year period, who takes part in the meetings of the Scientific Steering Group and the Steering Committee. Reelection as Scientific chairperson is permissible for one further two-year period.

6.2.2 Role of the Scientific Steering Group

The Scientific Steering Group monitors the progress and outputs from agreed PEROSH projects.

It discusses new research topics and cooperation and proposes decisions to the Steering Committee.

The Scientific Steering Group meets at least once a year.

The Scientific Steering Group may take the initiative to invite PEROSH project coordinators to their meetings.

The project leaders of the PEROSH projects meet at least once a year. This meeting is convened by the chairperson of the SSG and the PEROSH Manager International Affairs.

6.3 Executive Committee

The chairperson and the vice-chairperson of the Steering Committee, the chairperson of the Scientific Steering Group and the PEROSH Manager International Affairs shall constitute the Executive Committee. The Executive Committee shall be responsible for the day-to-day management and shall keep the Steering Committee informed on all relevant issues.

6.4 PEROSH Secretariat

A PEROSH Secretariat staffed with a part-time assistance shall be located preferably in the member institute of the chairperson.

A PEROSH Manager International Affairs is established by an independent contractor agreement between the institute hosting the Secretariat and a senior consultant/scientist with many years of experience in international OSH affairs.

The PEROSH Manager International Affairs reports to the chairperson of the Steering Committee and shall be responsible for the coordination and networking for achieving the overall objectives of the network, and in particular:

- monitoring and support for the development of joint research projects
- communication and promotion of the partnership
- organisation of workshops and conferences

The legal and financial terms and conditions of the contract shall be administered by the member institute hosting the secretariat in accordance with a Steering Committee decision.

Article 7 Taking effect

This agreement shall take effect on being signed by all members.

Signed in Bonn, on 18 June 2018

The partners:

For Allgemeine Unfallversicherungsanstalt (AUVA), Austria: (Austrian Social Insurance for Occupational Risks)

For Bundesanstalt für Arbeitsschutz und Arbeitsmedizin (BAuA), Germany:

(Federal Institute for Occupational Safety and Health)

For Centralny Instytut Ochrony Pracy – Państwowy Instytut Badawczy (CIOP-PIB), Poland:
Central Institute for Labour Protection –
National Research Institute (CIOP-PIB)

For Health and Safety Executive (HSE), United Kingdom: (HSE - Health and Safety Executive)

For Institut für Arbeitsschutz der Deutschen Gesetzlichen Unfallversicherung (IFA), Germany: (Institute for Occupational Safety and Health of the German Social Accident Insurance)

For Institut National de Recherche et de Sécurité (INRS), France: (National Research and Safety Institute for the Prevention of Occupational Accidents and Diseases)

For Istituto Nazionale per l'Assicurazione contro gli Infortuni sul Lavoro – Settore Ricerca (INAIL – Research Area), Italy: (Italian workers' Compensation Authority – Research Area) Georg Effenberger

Armin Windel

Danuta Koradecka

Andrew Curran

Dietmar Reinert

Stéphane Pimbert

Sergio lavicoli

For Instituto Nacional de Seguridad, Salud y Bienestar en el Trabajo (INSSBT), Spain: (National Institute of Safety, Health and Wellbeing at Work)

Javier Maestro Acosta

For Institut universitaire romand de Santé au Travail (IST), Switzerland:

(Institute for Work and Health)

Brigitta Danuser

For Det Nationale Forskningscenter for Arbejdsmiljø (NFA), Denmark:

(National Research Centre for the Working Environment – NFA)

Inger Schaumburg

For Statens Arbeidsmiljøinstitutt (STAMI), Norway: (National Institute of Occupational Health)

Pål Molander

For Netherlands Organisation for Applied Scientific Research (TNO), Healthy Living, The Netherlands: Director of Science (Netherlands Organisation for Applied Scientific Research (TNO), Healthy Living)

For Työterveyslaitos, Finland: (Finnish Institute of Occupational Health – FIOH) Paulien Bongers

Antti Koivula