



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made as of 05 October, 2011 by and between the Society for Chemical Hazard Communication ("SCHC"), the American Industrial Hygiene Association (AIHA) and the AIHA Registry Programs, LLC ("AIHA REGISTRY PROGRAMS").

WHEREAS, SCHC, AIHA and AIHA REGISTRY PROGRAMS recognize the benefits of developing a registry program for chemical hazard communication and environmental health professionals; and

WHEREAS, SCHC, AIHA, and AIHA REGISTRY PROGRAMS wish to use their best efforts in an attempt to develop such a registry.

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

1. SCHC and AIHA will work cooperatively and use their best efforts to develop the technical framework to support an AIHA REGISTRY PROGRAMS registry program for safety data sheet and label authoring competency ("the Registry").
2. AIHA REGISTRY PROGRAMS will utilize the technical framework developed by the Subject Matter Expert (SME) Team as the basis for the Registry.
3. An AIHA REGISTRY PROGRAMS SME Team shall be formed and shall be comprised of SCHC and AIHA volunteer members, with a target membership of at least three persons and equal representation of SCHC and AIHA members. The SME Team will be alternately chaired by an SCHC volunteer member representative and an AIHA volunteer member representative.
4. Roles and responsibilities of the SME Team include:
  - a. Developing the technical framework which includes a defined body of knowledge and a competency assessment.
  - b. Maintaining the technical framework and at least annually review and reconfirm or revise the technical framework.
  - c. Reviewing, as requested by AIHA REGISTRY PROGRAMS, applications, policies, educational offerings to be listed as resources for current and potential registrants, and related technical matters.
  - d. Designation of one person to represent the Team on the AIHA REGISTRY PROGRAMS Technical Review Board. Roles and responsibilities of the Technical Review Board include providing independent scientific and technical oversight for AIHA REGISTRY PROGRAMS overall and providing recommendations regarding technical aspects of program parameters.
5. SCHC can designate one representative to serve on the AIHA REGISTRY PROGRAMS Strategic Advisory Group. This is a two-year term, which may be renewed. The roles and responsibilities of this Group include assistance in recognizing opportunities and creating strategies to grow the AIHA REGISTRY PROGRAMS. It is expected that the Strategic Advisory Group will meet in person annually and by conference calls, online meetings, and email discussions throughout the year. For any in-person meetings AIHA REGISTRY PROGRAMS will reimburse participants for travel expenses, per current AIHA REGISTRY PROGRAMS travel policy.
6. AIHA REGISTRY PROGRAMS will provide administrative support for the SME Project Team including an online collaborative work space and conference call platform.
7. AIHA REGISTRY PROGRAMS will provide to SCHC and AIHA members and SME Project Team members with equal consideration for any offered fee waivers, fee discounts or other financial considerations. Such considerations may include waiving of application and assessment fees for current SME team members.
8. SCHC and AIHA will assign all their intellectual property rights in the technical framework of the Registry to AIHA REGISTRY PROGRAMS. AIHA REGISTRY PROGRAMS will license the intellectual property royalty-free to both SCHC and AIHA.

9. The parties will promote the Registry and will put the SCHC and AIHA REGISTRY PROGRAMS logos on all materials related to the Registry, including but not limited to web pages, e-newsletters, application forms and promotional items.
10. Unless otherwise extended, this Memorandum of Understanding will continue in effect until 31 December 2015. Any signatory may terminate the Memorandum of Understanding for any reason at any time, provided 30 days' written notice is given.
11. This Memorandum of Understanding may be modified at any time with the concurrence of all signatories.
12. This Memorandum of Understanding shall be governed by the laws of the Commonwealth of Virginia and may be executed in any number of counterparts and by facsimile signature, each of which shall for all purposes be deemed an original, and all such counterparts and facsimiles shall together constitute but one document.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date first set forth above.

SOCIETY FOR CHEMICAL HAZARD COMMUNICATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AMERICAN INDUSTRIAL HYGIENE ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AIHA REGISTRY PROGRAMS, LLC

By: \_\_\_\_\_  
Name: Mary Ann Latko, CAE, CIH, CSP, QEP  
Title: Managing Director



**AIHA®**  
**Registry**  
**Programs**



**AIHA™**  
*Protecting Worker Health*

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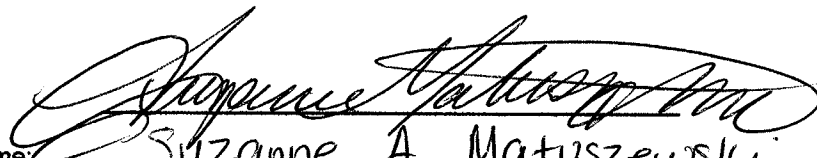
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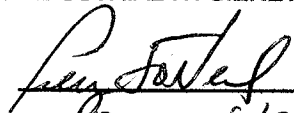
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SOCIETY FOR CHEMICAL HAZARD COMMUNICATION

By:   
Name: Suzanne A. Matuszewski  
Title: President, SCHC

AMERICAN INDUSTRIAL HYGIENE ASSOCIATION

By:   
Name: PETER O'NEIL  
Title: EXECUTIVE DIRECTOR

AIHA REGISTRY PROGRAMS, LLC

By:   
Name: Mary Ann Latko, CAE, CIH, CSP, QEP  
Title: Managing Director