

**Attachment D:
NIOSH-TEMA Memorandum of Understanding**

Memorandum of Understanding (MOU)

Between

The National Institute for Occupational Safety and Health,
Centers for Disease Control and Prevention

And

Toyota Motor Engineering & Manufacturing North America, Inc.,
Department of Environmental and Safety Engineering

I. Background

National Institute for Occupational Safety and Health (NIOSH) and Toyota Motor Engineering & Manufacturing North America, Inc. (TEMA) Department of Environmental and Safety Engineering recognize the benefits of a collaborative partnership to improve the assessment, management, analysis and control of workplace conditions related to the safety and health of employees.

To this end, NIOSH and TEMA agree to establish a Partnership to use their collaborative efforts and expertise to advance the protection of workers, promote best practices, and encourage employers to develop and utilize safety and health management programs and effective prevention strategies and technologies.

II. Purpose

NIOSH and TEMA will work cooperatively through the Partnership to identify research priorities, perform analysis on current workplace practices, develop intervention methods and facilitate communication and implementation of effective workplace injury prevention on topics including but not limited to:

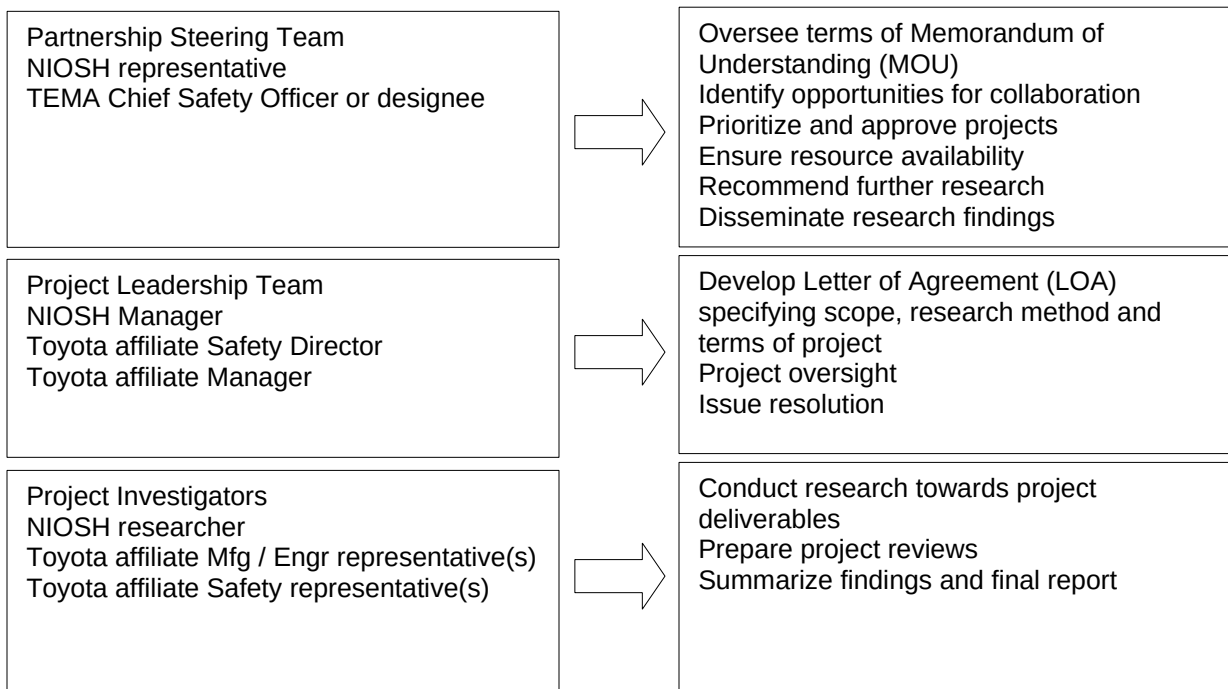
- Conducting research and analysis on the benefits of effective **Safety Management System** programs
- Conducting research and analysis of effective **Ergonomic Programs and Strategies** to address aging workforce trends, diverse workforce demographics, repetitive motion risk factors, and flexible manufacturing requirements
- Conducting research and evaluation of effective **Traumatic Injury Programs and Strategies** to address slips, trips, and falls; fleet safety, and return on investment of traumatic injury prevention efforts.
- Conducting research and analysis that assesses exposure effects of **Industrial Hygiene** risk factors including new technologies (ex. nanoparticles)
- Conducting research and analysis on the impact of positive **Safety Culture** elements and the benefits of comprehensive programs that extend to **Individual** and **Community** aspects

NIOSH and TEMA will designate project representatives to develop a plan of action, identify the roles and responsibilities of the participants, and work cooperatively to promote collaboration, communication, and activities that will result in achieving the goals of this MOU. For each specific research project identified, the parties will develop a Letter of Agreement (LOA) setting forth provisions concerning research methods, publication rights, ownership of data and records, and other clauses relevant to that project. The LOA will serve as the agreement for Project Team activity. In addition, the Partners will meet periodically to share information and determine the status of activities and evaluate results.

In general, activities to be conducted pursuant to this Partnership will be performed as follows:

Organization:

Role:



III. Publication

All information submitted for publication or other public releases of information by TEMA regarding this Agreement shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

Both parties must obtain prior approval of the other party for any public information releases concerning this Agreement which refer to NIOSH, TEMA or one of their employees (by name or

title). The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval prior to publication.

IV. Funding

In general each party is expected to bear the costs of its participation in this collaborative effort. Nothing in this Agreement shall obligate, NIOSH, the Department of Health and Human Services, or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress nor is TEMA obligated in any manner to spend or procure any current or future expenditures in furtherance of this MOU.

V. Liability

Each party will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or agents or employees under this Agreement, and for any loss, cost, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or the failure to exercise proper precautions, of or by itself or its agents or its own employees, while conducting activities under and pursuant to this Agreement. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act, [28 U.S.C. 2671-80 (1976)].

VI. Points of contact

NIOSH
Elyce Biddle
Economist
1095 Willowdale Road, MS 1811
Morgantown, WV 26505
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TEMA
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Erlanger, KY 41018
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VII. Duration, Termination and Modification

Unless otherwise extended, this Partnership will continue in effect until August 1, 2012. Either signatory may terminate the Partnership for any reason, at any time, provided 30 days written notice is given. This Agreement may be modified at any time with the concurrence of both signatories.

This MOU represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior written or oral discussions, understandings or agreements.

Christine M. Branche 08/10/2009

Christine M Branche, PhD Date
Acting Director
National Institute for Occupational Safety
and Health

Kevin Butt July 19, 2009

Kevin Butt Date
General Manager
Toyota Motor Engineering and
Manufacturing North America, Inc

TOYOTA

**Toyota Motor Manufacturing,
Kentucky, Inc.**
1001 Cherry Blossom Way
Georgetown, KY 40324
502-868-2000

Dear Brian:

This letter is in support of the proposed NIOSH project “*Interventions to Reduce Shoulder MSDs in Overhead Assembly*”.

Toyota is committed to a participatory ergonomics program in which hourly associates and management work together to reduce MSD risks and injuries/ illnesses. As part of a process of continuous improvement, Toyota is eager to collaborate with NIOSH to evaluate the effectiveness of specific interventions for overhead work using the best scientific methods possible. In this way, evidence based practices can be shared across Toyota and other manufacturers to reduce MSDs. Musculoskeletal disorders of the shoulder represent a burden to TMMK and the Manufacturing Sector overall.

To do this, Toyota and NIOSH recently signed a memorandum of understanding (MOU) for a research partnership, and the proposed study, “*Interventions to Reduce Shoulder MSDs in Overhead Assembly*”, addresses many of the MOU’s key goals by:

- Assessing the short term effectiveness of an engineering control (mechanical articulating tool support device) in reducing muscle fatigue and discomfort in a cross sectional study from 2012-2014
- Assessing the longer term effectiveness of the articulating tool support device in a prospective controlled trial study from 2012-2014
- Assessing the short and long term effectiveness of a TMMK-developed administrative control (prehabilitative exercise and shoulder conditioning program) in onsite studies from 2012-2014
- Determining the efficacy and return on investment (ROI) of these countermeasure approaches.

Conditions of TMMK involvement in this project with respect to data use, publication, trade secret, and liability are outlined in the formal MOU between the U.S. Department of Health and Human Services (DHHS), Centers for Disease Control and Prevention (CDC), National Institute for Occupational Safety and Health (NIOSH) and Toyota Motor Manufacturing Kentucky (TMMK).

Again, TMMK looks forward to collaborating in this important research with NIOSH.

Sincerely,

John Whitaker

