

Attachment D

OBWC- NIOSH Letter of Agreement

(full agreement can be found at
[http://inside.niosh.cdc.gov/r2p/partner_development/activepartnershipagreementpdfs/
FinalOBWC-NIOSHAgreementLtr04192010.pdf](http://inside.niosh.cdc.gov/r2p/partner_development/activepartnershipagreementpdfs/FinalOBWC-NIOSHAgreementLtr04192010.pdf))

Ohio | Bureau of Workers'
Compensation
30 W. Spring St.
Columbus, OH 43215-2256

Governor **Ted Strickland**
Administrator **Marsha P. Ryan**
ohiobwc.com
1-800-OHIOBWC

April 19, 2010

National Institute for Occupational Safety and Health (NIOSH)
Robert A. Taft Laboratory
4676 Columbia Parkway
Cincinnati, OH 45226

Re: National Institute for Occupational Safety and Health – Ohio Bureau of Workers' Compensation Strategic Alliance

Dear Dr. Howard:

This letter of agreement ("Letter of Agreement") confirms our understanding about the strategic alliance ("Alliance") we have agreed to establish between Ohio Bureau of Workers' Compensation (OBWC) and the National Institute for Occupational Safety and Health (NIOSH). We may be referred to jointly in this Letter of Agreement as the "Parties" or individually as "Party." The goal ("Goal") of this Alliance is to establish a vehicle for NIOSH and OBWC to collaborate and use our respective strengths and resources on projects that will improve public policy by using workers' compensation information as part of research that will inform better decisions about occupational safety and health risks and workers' compensation systems. Achieving this goal will serve the missions of both OBWC and NIOSH. Accordingly, NIOSH and OBWC agree as follows:

1. Term and Termination

This Letter of Agreement begins on the date that we have both executed this Letter of Agreement, and terminates upon our mutual written agreement to terminate, or when either of us gives written notice to the other of our intention to terminate this Letter of Agreement, which notice has been delivered as set forth in Paragraph 11.

2. Effects of Termination

Termination of this Letter of Agreement shall have the following effects:

- a. *On Use of Parties' Intellectual Property.* If this Letter of Agreement is terminated, then neither Party shall use the other Party's name, logo, or other nonpublic intellectual property in any way without the prior written consent of the other Party, except when required by law or regulation.
- b. *On the Requirements of the Confidentiality Agreement.* If this Letter of Agreement is terminated, the requirements set forth in the Confidentiality Agreement remain in effect.

3. Nature of Agreement

The Parties recognize that the purpose of this Letter of Agreement is to set out the roles of both of the Parties in this collaborative effort. It is not intended to create any right or benefit, substantive or procedural, enforceable by law or equity, against the United States, its agencies, its officers or employers or any other party to this Letter of Agreement. The Parties also recognize that the foregoing terms may need to be supplemented with additional terms and, in some cases, renegotiated, as this Alliance progresses. Such additions will be written as addenda to this Letter of Agreement and jointly agreed to by the Parties.

4. Confidentiality

We agree that the Confidentiality Agreement ("Confidentiality Agreement") between OBWC and NIOSH, dated April 15 2010, a copy of which is attached to this Letter of Agreement as Exhibit 1, is incorporated into this Letter of Agreement as though set forth in full herein, and that its provisions shall apply in all our collaborative efforts unless otherwise agreed in writing signed by both OBWC and NIOSH. The provisions of the Confidentiality Agreement survive termination of this Letter of Agreement.