

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE U.S. DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND  
HEALTH ADMINISTRATION,**

**THE U.S. SMALL BUSINESS ADMINISTRATION, OFFICE OF ADVOCACY,**

**AND**

**THE U.S. SMALL BUSINESS ADMINISTRATION, OFFICE OF THE SMALL  
BUSINESS AND AGRICULTURE REGULATORY ENFORCEMENT  
OMBUDSMAN**

**I. BACKGROUND**

On April 5, 2002, the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) announced a comprehensive approach to ergonomics designed to reduce ergonomic injuries through a combination of guidelines, enforcement, outreach and assistance, and research.

In order to further its outreach and assistance goals, OSHA intends to focus a significant part of its efforts on the millions of small businesses in various industries across the United States. To facilitate this, OSHA intends to utilize the assistance of other Federal government entities and their pre-existing lines of communications to small business. The Office of Advocacy of the U.S. Small Business Administration (Advocacy) and the Office of the Small Business and Agriculture Regulatory Enforcement Ombudsman of the U.S. Small Business Administration (Ombudsman) recognize the valuable opportunity to further assist small business by partnering with OSHA in its ergonomic outreach efforts to small entities.

**II. PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to promote the dissemination of ergonomics outreach materials. In addition, it is the intention of the parties that the relationship solidified by this MOU will encourage a liaison to promote all small business programs available through OSHA, beyond ergonomics, while utilizing the resources mentioned herein.

**III. AUTHORITY**

This agreement is under the authority of 15 U.S.C. § 634(a) et seq., 15 U.S.C. § 657, and 29 U.S.C. § 651, et seq.

#### **IV. OBJECTIVES**

To the extent consistent with the statutory authority granting powers to the three offices, OSHA, Advocacy, and the Ombudsman agree to pursue the following objectives:

1. Establish an information sharing process to help disseminate OSHA ergonomics program information to small business.
2. Establish a referral process to submit small business input to OSHA on industry and task-specific ergonomics guidelines.

#### **V. RESPONSIBILITIES**

##### **A. OSHA**

OSHA agrees to share with Advocacy and the Ombudsman small business outreach materials relating to its new ergonomics plan, in an effort to:

1. Educate the small business community about the assistance available to them through OSHA's various programs; and
2. Obtain small business input and feedback.

##### **B. Advocacy**

Advocacy agrees to assist OSHA in its outreach efforts by utilizing its existing resources to disseminate information to, and gather comments from, an array of small businesses in many industries. Advocacy will do this by utilizing:

1. Advocacy's regional advocates in the 10 Federal regions across the country to distribute OSHA ergonomics information; and
2. Advocacy's publications – *The Small Business Advocate* and electronic Regulatory Communications – to promote small business access to ergonomics information provided by OSHA.
3. Advocacy's roundtable meetings with small businesses and their representatives.

##### **C. Ombudsman**

The Ombudsman agrees to help OSHA disseminate small business resources and educational materials relating to OSHA's new ergonomics plan through:

1. Small business roundtables;

2. Regional fairness boards;
3. Regional hearings; and
4. Its monthly E-blast – *RegFair Report*.

## **VI. AMENDMENT**

This MOU may be amended in writing and at any time by mutual agreement of the Secretary of Labor (or his/her designee), the Chief Counsel of Advocacy (or his/her designee), and the National Ombudsman (or his/her designee).

## **VII. TERMINATION**

This MOU shall take effect on the date of signature of all parties, and will remain in effect for one year, at which time it may be renewed by mutual agreement of the parties. Any one of the parties may terminate this MOU upon 30 days advance written notice.

## **VIII. LIMITATIONS**

Nothing in this MOU shall (1) affect Advocacy's ability to represent independently the views of small business according to 15 U.S.C. § 634(a) et seq., or (2) affect OSHA's authority to perform its statutory functions under the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq. This MOU is entered into to promote the effectiveness of the Federal Government and does not confer any enforceable right upon any outside parties. This MOU creates no obligation of funds or duty to obligate funds.

## **IX. POINTS OF CONTACT**

Points of contact for this MOU are as follows:

For the U.S. Department of Labor, OSHA:

John L. Henshaw  
Assistant Secretary for Occupational Safety and Health  
U.S. Department of Labor  
Occupational Safety and Health Administration - Room: S2315  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210  
(202) 693-2000  
(202) 693-2106

For the U.S. Small Business Administration, Advocacy:

Thomas M. Sullivan

Chief Counsel, Office of Advocacy  
U.S. Small Business Administration  
409 Third Street, S.W.  
Suite 7000  
Washington, D.C. 20416  
(202) 205-6533  
(202) 205-6928 (fax)

For the U.S. Small Business Administration, Ombudsman:

Michael Barrera  
National Ombudsman  
U.S. Small Business Administration  
409 Third Street, S.W.  
Suite 7000  
Washington, D.C. 20416  
(202) 205-2417  
(202) 205-6066 (fax)

**X. ACCEPTANCE**

The undersigned parties hereby accept the terms of this MOU:

**FOR THE U.S. DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND  
HEALTH ADMINISTRATION:**

\_\_\_\_\_  
John Henshaw, Assistant Secretary for Occupational Safety and Health      DATE: \_\_\_\_\_

**FOR THE U.S. SMALL BUSINESS ADMINISTRATION, OFFICE OF ADVOCACY:**

\_\_\_\_\_  
Thomas M. Sullivan, Chief Counsel      DATE: \_\_\_\_\_

**FOR THE U.S. SMALL BUSINESS ADMINISTRATION, OFFICE OF THE SMALL  
BUSINESS AND AGRICULTURE REGULATORY ENFORCEMENT  
OMBUDSMAN:**

\_\_\_\_\_  
DATE: \_\_\_\_\_

Michael Barrera, National Ombudsman