OMB Control Number 2040-0272
Approval Expires 06/30/2013

Partnership Agreement: Retailers and Distributors

Section I: EPA WaterSense® Program Goals

EPA's WaterSense program aims to use water resources more efficiently to preserve them for future generations and to reduce water and wastewater infrastructure costs by reducing unnecessary water consumption. Through this program, EPA provides reliable information on high-performing, water-efficient products and practices, raises awareness about the importance of water efficiency, ensures water-efficient product performance, helps consumers identify products and services that use less water, promotes innovation in product development, and supports state and local water-efficiency efforts.

Section II: Partnership Pledge

As an EPA WaterSense program partner, _____ (name of retailer or distributor) shares EPA's goals as outlined above and is proud to commit to the following activities to further these goals:

1. Sell, market, and encourage the use of WaterSense labeled products to customers in the United States or Canada within 12 months of execution of this partnership agreement through activities such as in-store promotions, bag stuffers, shelf talkers, advertising campaigns, and financial incentives for the sale of labeled products. **Notes: Before signing this agreement, a draft or final specification for a product the partner currently sells or distributes must be available. Please consult each specification for the timeline of partnership eligibility for that category. Partners must not require installation or consulting services along with products.**
2. If applicable, agree to work with the manufacturer(s) of any privately labeled products to ensure that both the retailer/distributor's and manufacturer's information are included in the WaterSense certification file[1] and that the WaterSense program mark guidelines are followed.
3. Adhere to all policies and procedures contained in the Program Guidelines.
4. Adhere to WaterSense program mark guidelines and ensure that authorized representatives, such as advertising agencies and contractors, also comply. Help EPA maintain program integrity by alerting EPA to possible misuse(s) of the WaterSense program marks.
5. Train sales staff and customer service representatives on EPA's WaterSense program. This training will include identification of WaterSense labeled products within the store and on the company website, tips for selling labeled products, and information for answering questions about the WaterSense program.
6. Educate consumers on the value of water efficiency, the importance of saving water, and the meaning of the WaterSense label. Where feasible, undertake activities and events to achieve mutual WaterSense goals.
7. Feature the WaterSense partner logo on company website and in other promotional materials.
8. On an annual basis, provide data to EPA on sales of water-efficient products or other market indicators to assist in determining the impact of the program in promoting labeled products. The data will be used by EPA only for program evaluation purposes and may be provided directly to EPA or to a third-party organization with the understanding that neither EPA nor this organization will release individual retailer/distributor data.
9. Grant EPA's WaterSense program permission to include company name on a list of participating partners on the WaterSense website, program materials, and announcements. Also, grant WaterSense permission to provide non-confidential information on labeled products or programs sold on the program website and in program materials. The company understands that from time to time, EPA will be interested in profiling partner accomplishments in case studies and articles. If selected for such promotion, the company will have the opportunity to provide input and review the final print or Web document before EPA releases it to the public. Further, the company understands that EPA might refer media contacts interested in publicizing water efficiency to it for information about products and accomplishments.

Continued on next page.

[1] Applicable only if the retailer/distributor partner is selling private label products under its own brand name and does not already hold a certification file for those products.

Section III: EPA WaterSense Program's Commitments to Partners

1. Develop national specifications for water-efficient products and programs through an open, public process.
2. Increase awareness of EPA's WaterSense brand by distributing key messages on the benefits of labeled products and programs, and the importance of water efficiency.
3. Provide current EPA WaterSense program news, information, and reference documents (via the program website, Helpline, email, or other means), including a listing of labeled products and programs on the website.
4. Provide WaterSense program partners with public recognition for their involvement in the program and role in protecting the environment through online listing of partners, special awards, and other efforts. This recognition includes, but is not limited to listing partners and labeled products and programs on the EPA WaterSense website.
5. Respond swiftly to partner requests for information or clarification on EPA's WaterSense program policies.
6. Provide materials, templates, and program marks for promotional use, consistent with the WaterSense Program Guidelines.
7. Review pre-press promotional items, draft websites, packaging or other materials that use the WaterSense label, upon request.
8. Provide tools for training sales staff on WaterSense labeled products and programs. Provide materials for partners to customize for consumer workshops.

Section IV: General Terms and Disclaimers

1. The partner will not construe, claim, or imply that its participation in the EPA WaterSense program constitutes federal government (EPA) approval, acceptance, or endorsement of anything other than the partner's commitment to the program.
2. Nothing in this agreement, in and of itself, obligates the EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations that would be inconsistent with Agency budget priorities. The partner agrees not to submit a claim for compensation for services rendered to EPA or any federal agency in connection with any activities it carries out in furtherance of this agreement.
3. The partner and the EPA WaterSense program will assume good faith as a general principle for resolving conflict and will seek to resolve all matters informally, so as to preserve maximum public confidence in the program.
4. Failure to comply with any of the terms of this partnership agreement can result in its termination and cessation of access to the benefits of the program, including use of the program marks.
5. The EPA WaterSense program will actively pursue resolution of noncompliance related to the use of the program marks.
6. Both parties concur that this agreement is wholly voluntary and may be terminated by either party at any time, and for any reason, with no penalty. Termination will begin effective immediately upon written notice to or from the EPA WaterSense program. Upon termination of this agreement, partners agree to remove program marks in a timely manner, consistent with the WaterSense program mark guidelines.

Please complete and submit the information on the following page.

To be completed by partner

Authorized Partner Representative[2] (printed name):

Title: _____ Email: _____

Signature: _____ Date: _____

Company Name: _____ Number of employees: _____

Industry/SIC/NAICS code: _____ Website: _____

What products do you sell? ❑Toilets ❑Bathroom Sink Faucets ❑Flushing Urinals ❑Showerheads

❑Pre-Rinse Spray Valves ❑Weather-Based Irrigation Controllers

Primary Contact: Dr./Mr./Mrs./Ms. _____

Title: _____ Dept.: _____

Email: _____

Address: _____ City/State/ZIP: _____

Telephone: _____ Alternate Telephone: _____

How did you find out about this program? ❑Website ❑Referral, Name: _____

❑Periodical: _____ ❑Workshop, Sponsor: _____

❑Mailing: _____ ❑EPA Region: _____ ❑Other:@@ _____

To be completed by EPA

Authorized EPA Representative (printed name): Sheila E. Frace

Title: Director, Municipal Support Division Email: watersense@epa.gov

Signature: _____ Date: _____

Submit the Partnership Agreement (rewriteable PDF) to WaterSense via:

Fax: (703) 841-1440

Mail: WaterSense, c/o ERG, 2300 Wilson Blvd, Suite 350, Arlington, VA 22201

Electronically: If you have Adobe Acrobat, you can complete the form electronically and email it to: watersense@epa.gov.

Please contact the WaterSense Helpline at (866) WTR-SENS (987-7367) if you have any questions about eligibility, partnership, or for general program inquiries.

After signing, EPA will send partners an executed copy of this agreement.

The public reporting and record keeping burden for this collection of information is estimated to average 8 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed Partnership Agreement to this address.

[2] The authorized partner representative should be a person in the organization with signing authority (e.g., vice president).