OMB Control Number 2040-0272

# Partnership Agreement: Builders

## 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 new homes, raises awareness about the importance of water efficiency, helps consumers identify new homes that use less water, promotes innovation in residential construction, and supports state and local water-efficiency efforts.

## Section II: Partnership Pledge

As a WaterSense program partner, my organization shares EPA's goals as outlined above and is proud to commit to the following activities to further these goals:

1. 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.
2. Build at least one single-family home or townhome in the United States or its territories certified to EPA's WaterSense criteria within 12 months of execution of this partnership agreement and at least one single-family home or townhome every year thereafter.
3. Make arrangements with a licensed certification provider for inspections of new homes to occur. All homes must be inspected unless subject to the sampling protocol defined in the WaterSense New Home Certification System Section V.B.ii.
4. Provide data to EPA on the number of new homes built, number of new homes labeled, promotional activities, and marketing of WaterSense on an annual basis. The data will be used by EPA for program evaluation purposes.
5. Adhere to all policies and procedures contained in the Program Guidelines.
6. Adhere to WaterSense program mark guidelines and ensure that authorized representatives, such as advertising agencies or subcontractors, also comply. Help EPA maintain program integrity by alerting EPA to possible misuse(s) of WaterSense program marks.
7. Feature the WaterSense partner logo and promotional labels on website and in other marketing materials as applicable.
8. Grant EPA's WaterSense program permission to include partner's 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 new homes on the program website and in program materials. Partners understand that from time to time, EPA will be interested in profiling partner accomplishments in case studies and articles. If selected for such promotion, partners will have the opportunity to provide input and review the final print or Web document before EPA releases it to the public. Further, the partner understands that EPA might refer media contacts interested in publicizing WaterSense to partners for information about labeled new homes and accomplishments.

## Section III: EPA WaterSense Program's Commitments to Partners

1. Develop national specifications for water-efficient new homes, 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 new homes, as well as the importance of water efficiency.
3. Provide current WaterSense program news, information, and reference documents (via the program website, Helpline, email, or other means), including a listing of areas with labeled new homes on the website.
4. Provide WaterSense partners with public recognition for their involvement in the program and role in protecting the environment through an online listing of partners, special awards, and other efforts. This recognition includes, but is not limited to, listing partners and WaterSense labeled new homes on the program website.
5. Respond swiftly to partner requests for information or clarification on EPA's WaterSense program policies.
6. Provide materials, templates, and logo for promotional use, consistent with the WaterSense Program Guidelines.
7. Review pre-press promotional items, draft websites, or other materials that use the WaterSense program marks, upon request.

## 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. No building, home, facility, or structure will be WaterSense labeled as a result of this agreement. If additional WaterSense partner categories become available, affected organizations will be asked to reapply for partnership in the new category.
5. 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.
6. The EPA WaterSense program will actively pursue resolution of noncompliance related to the use of the program marks.
7. 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 WaterSense program. Upon the termination of this agreement, partners agree to remove program marks in a timely manner, consistent with the WaterSense program mark guidelines.