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

EPA WaterSense

Partnership Agreement: Manufacturers

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 manufacturer) shares EPA's goals as outlined above and is proud to commit to the following activities to further these goals:

1. Manufacture at least one WaterSense labeled product that will be sold in the United States or Canada within 12 months of execution of this partnership agreement. **Notes: A draft or final specification for a product the partner manufactures must be available before signing this agreement. Please consult the specification for the timeline of partnership eligibility.**
2. Have products certified to conform to the relevant WaterSense specification and receive permission to use the WaterSense label by a licensed certifying body accredited in accordance with the WaterSense product certification system. Inform the licensed certifying body of the brand names, model names, and model numbers for any products that are private labeled by another company.
3. Ensure EPA is notified when new products, including those products that are private labeled by another company, are certified to WaterSense specifications by providing the brand name, model name, model number(s), and name of the licensed certifying body and associated file number, using the established process.
4. Include the WaterSense label on product packaging for all products certified to meet a WaterSense specification unless the packaging is too small. Display the WaterSense label in association with any labeled product listed on the organization's website.
5. 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.
6. Make available to EPA annual data on WaterSense labeled products in categories where EPA's WaterSense program has established specifications, including unit shipment data, total unit shipments for each model in the product line, and total unit shipments that are WaterSense labeled. This data may be provided directly to EPA or to a third-party organization with the understanding that neither EPA nor this organization will release individual manufacturer data, but rather aggregate industry-wide data on the relative market share of labeled versus non-labeled products.
7. Update EPA annually on the availability of labeled products and inform EPA in a timely manner if labeled products are discontinued and/or no longer meet applicable criteria, so EPA can maintain an up-to-date list of labeled products on the program website and in other materials.
8. Adhere to all policies and procedures contained in the Program Guidelines.
9. Adhere to WaterSense program mark guidelines and ensure that authorized representatives, such as advertising agencies, distributors, and subcontractors, also comply. Help EPA maintain program integrity by alerting EPA or relevant licensed certifying bodies to possible misuse(s) of the WaterSense program marks.
10. 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 permission to the program to provide information (such as brand name, make, model, web link, and product features) for labeled products on the web listing and 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, partners understand that EPA might refer media contacts interested in publicizing water efficiency to them for information about products and accomplishments.

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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 the EPA WaterSense brand by distributing key messages on the benefits of labeled products and programs, as well as 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 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 WaterSense labeled products on the program website.
5. Respond swiftly to partner requests for information or clarification on EPA's WaterSense program policies.
6. Review pre-press promotional items, draft websites, packaging or other materials that use the WaterSense label, 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. 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 the 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[1] (printed name): _____

Title: _____ Email: _____

Signature: _____ Date: _____

Company Name: _____ Number of employees: _____

Industry/SIC/NAICS code: _____ Website: _____

What products do you manufacture? ❑ 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: _____

Please identify who we should contact for specific information regarding WaterSense labeled product certification (Technical Contact), WaterSense labeled product packaging and marketing (Marketing Contact), and reporting/shipment data (Reporting Contact). If one contact holds multiple responsibilities, please indicate that below (e.g., "Same as Primary Contact," "Same as Technical Contact").

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

Title: _____ Dept.: _____ Email: _____

Telephone: _____ Alternate Telephone: _____

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

Title: _____ Dept.: _____ Email: _____

Telephone: _____ Alternate Telephone: _____

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

Title: _____ Dept.: _____ Email: _____

Telephone: _____ Alternate Telephone: _____

To be completed by EPA

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

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

Signature: _____ Date: _____

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

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.