



# Partnership Agreement: Retailers and Distributors

## Section I: EPA WaterSense® Program Goals

The EPA WaterSense program goals are to use water resources more efficiently to preserve them for future generations and reduce water and wastewater infrastructure cost by reducing unnecessary water consumption. Through this program, EPA will provide reliable information on high-performing, water-efficient products and practices, raise awareness about the importance of water efficiency, ensure water-efficient product performance, help consumers differentiate among products and programs that use less water, promote innovation in product development, and support 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 promote products labeled under the EPA WaterSense program through activities such as in-store promotions, bag stuffers, shelf talkers, advertising campaigns, and financial incentives for the sale of labeled products. **Note: A draft or final specification for a product the partner sells or distributes must be available before signing this agreement.**
2. Adhere to WaterSense partner logo and label 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 partner logo or label.
3. Train sales staff and customer service representatives on the EPA WaterSense program. This training will include identification of WaterSense labeled products within the store and on company Web site; tips for selling labeled products; and information for answering questions about the WaterSense program.
4. Promote the value of water efficiency and WaterSense labeled products on an ongoing basis as an easy and desirable option for customers to reduce water usage and save money. Where feasible, sponsor workshops for customers to educate them about WaterSense, water conservation benefits, and WaterSense labeled products.
5. Feature the WaterSense partner logo on company Web site and in other promotional materials.
6. 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 this organization will not release individual retailer/distributor data.
7. Provide to EPA and update on a regular basis a list, by manufacturer model number, of all WaterSense labeled products carried.
8. Grant the EPA WaterSense program permission to include company name on a list of participating partners on the EPA WaterSense Web site, program materials, and announcements. Also grant WaterSense permission to provide non-confidential information on labeled products or programs sold on the program Web site 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 product prior to release to the public in EPA printed or Web documents. Further, the company understands that EPA might refer media contacts interested in publicizing water efficiency to it for information about products and accomplishments.

## 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, and the importance of water efficiency.
3. Provide current EPA WaterSense program news, information, and reference documents (via the program Web site, helpline, e-mail, or other means), including a listing of labeled products and programs on the Web site.
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 Web site.
5. Respond swiftly to partner requests for information or clarification on EPA 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 Web sites, 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.

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## 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. The partner understands that the activities it undertakes in connection with the program are voluntary and not intended to provide services to the federal government. As such, the partner will not submit a claim for compensation to any federal agency.
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 partner logo and label guidelines.

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*To be completed by EPA*

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

Title: Director, Municipal Support Division E-mail: watersense@epa.gov

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*To be completed by partner*

**Authorized Company Representative<sup>1</sup>** (printed name): \_\_\_\_\_

Title: \_\_\_\_\_ E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_ Number of employees: \_\_\_\_\_

Industry/SIC/NAICS code: \_\_\_\_\_

Primary Contact: Dr./Mr./Mrs./Ms. \_\_\_\_\_ Suffix: \_\_\_\_\_

Title: \_\_\_\_\_ Dept: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/ZIP: \_\_\_\_\_

County: \_\_\_\_\_ Web site: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Alternate Telephone: \_\_\_\_\_

Primary function:  Marketing & Sales  Government Affairs  Other: \_\_\_\_\_

How did you find out about this program?  Web site  Referral, Name: \_\_\_\_\_

Periodical \_\_\_\_\_  Workshop, Sponsor: \_\_\_\_\_

Mailing \_\_\_\_\_  Other: \_\_\_\_\_

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<sup>1</sup>The Authorized Company Representative should be a person in the organization 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 Standard or Professional, you can fill out the form electronically and e-mail it to: [watersense@epa.gov](mailto:watersense@epa.gov). Acrobat Reader users must print forms after filling them out and fax or mail them in.

Please contact the WaterSense Helpline at (866) WTR-SENSE (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.