



# Partnership Agreement: Manufacturers

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

1. Have at least one product certified to conform to a WaterSense specification within 12 months of execution of this partnership agreement. **Note: A draft or final specification for a product the partner manufactures must be available before signing this agreement.**
2. Have products certified to conform to the relevant WaterSense specification by a Product Certification Body either accredited by American National Standards Institute (ANSI) in accordance with the WaterSense certification scheme, or otherwise approved for that purpose by EPA, to obtain the use of the WaterSense label on those products.
3. Notify EPA when new products are certified to WaterSense specifications by providing brand name, model name, model number(s), manufacturer URL, and name of Product Certification Body and associated file number.
4. Promote the value of water efficiency and WaterSense labeled products as an easy and desirable option for customers to reduce water use.
5. Make available to EPA annual data on WaterSense labeled products in categories where the EPA WaterSense program has established specifications, including unit shipment data, total unit shipments for each model in the product line, and percent of 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 this organization will not release individual manufacturer data, but rather aggregate industry-wide data on the relative market share of labeled vs. non-labeled products.
6. Adhere to WaterSense partner logo and label 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 Product Certification Bodies to possible misuse(s) of the WaterSense partner logo or label.
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 Web site and in other materials.
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 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 product prior to release to the public in EPA printed or Web documents. Further, partners understand that EPA might refer media contacts interested in publicizing water efficiency to them 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, as well as 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 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 WaterSense labeled products on the program Web site.
5. Respond swiftly to partner requests for information or clarification on EPA WaterSense program policies.
6. Review pre-press promotional items, draft Web sites, 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. 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 the termination of this agreement, partners agree to remove program marks in a timely manner, consistent with the WaterSense partner logo and label guidelines.

### *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 Partner 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  Design  Technical  Government Affairs  Other: \_\_\_\_\_

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

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

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

<sup>1</sup>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 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.