

Boilerplate Partnership Agreement – Formulators “Commercial Cleaning”

PARTNERSHIP AGREEMENT BETWEEN {Company Partner} AND U.S. ENVIRONMENTAL PROTECTION AGENCY DESIGN FOR THE ENVIRONMENT PROGRAM

1 Statement of Purpose

The purpose of this Partnership Agreement (“Agreement”) is to set forth the basis, terms, and goals of the Design for the Environment (“DfE”) voluntary partnership between *{Company Partner}* of *{City, State}* and the U.S. Environmental Protection Agency (“EPA”). The partnership is part of the DfE safer chemical use initiative for commercial formulators. The basic goal of the initiative is to seek and promote innovative chemical products, technologies, and practices that benefit human health and the environment.

A key purpose of the partnership program is to recognize and encourage the formulation of products with environmentally preferable chemistry. For the purpose of this Agreement, these products include the following *{Company Partner}* products: *[product tradenames]* (the “Qualifying Products”). The partnership will strive to promote and advance the environmental, technological, and efficiency benefits of these and future Qualifying Products.

This Agreement describes in general terms how *{Company Partner}* formulates the Qualifying Products, their environmental and human health benefits, and how *{Company Partner}* and EPA/DfE will work together to continually improve the health and environmental profile of the Qualifying Products and educate the consumer on these improvements and the DfE Program.

2 Statement of Context and Challenge

Each year, commercial formulators use billions of pounds of chemical ingredients to make a wide variety of general purpose and specialized cleaning products. EPA is concerned about the effect certain chemicals might have on environmental quality and on the health and safety of workers and the public who use cleaning products or may come in contact with them.

EPA believes that cleaning product formulators can improve the environmental and health profile of their products by using ingredients that are inherently less toxic, less environmentally persistent, less bioaccumulative, and that degrade to substances with similar desirable characteristics when compared to ingredients in some conventional formulations. Additional benefits can be derived through environmentally oriented reformulation. Energy efficiency, resource conservation, and sound management practices offer important additional components for measurable and sustainable improvement in cleaning products and programs.

EPA believes that conventional cleaning formulations, especially those for industrial/institutional (“I/I”) use, may rely on certain ingredients whose environmental and human health profiles can be improved.

3 {Company Partner}’s Improved Cleaning Chemistries

In conjunction with the DfE review process, {Company Partner} has reformulated a set of cleaning products for I/I cleaning and maintenance that, according to {Company Partner}, meet EPA/DfE’s recommendations and offer improved health and environmental characteristics. These Qualifying Products contain no (e.g. inorganic phosphates, hazardous solvents, or environmentally harmful surfactants). Instead, they use a proprietary blend of (e.g. surfactants, solvents, pH adjustors, and other ingredients), which exhibit more positive environmental and human health characteristics than conventional cleaning formulations.

In addition, these Qualifying Products only use surfactants that biodegrade readily to non-polluting substances, which helps relieve stress on the environment, especially threats to aquatic life. By not including environmentally harmful builders or extreme pH in these formulations, the environment-friendly profile and safety characteristics of these products is further enhanced. For example, an inorganic phosphate-free formula may promote a better balance of nutrients in the environment and healthier fresh water bodies. Safer sequestrants biodegrade readily to non-hazardous compounds and protect against environmental loading of metals. Mild pH formulas help protect workers, the environment, and building infrastructure. (For more information on the attributes and benefits of these products, see section 7.)

Please Note: EPA/DfE relies solely on {Company Partner}, its integrity and good faith, for information on the composition, ingredients, and attributes of its Qualifying Products. EPA/DfE has not independently identified, i.e., via chemical analysis, the ingredients in the

submitted formulas, nor evaluated any of {Company Partner}'s non-ingredient claims. EPA/DfE expresses its judgment and professional opinion only as to the environmental and human health characteristics of the Qualifying Products, based on currently available information and scientific understanding. {Company Partner}'s obligations under any federal, state, or local regulations governing the company or these products are in no way altered by its partnership with EPA/DfE.

4 {Company Partner}'s Commitment to Formulate for the Environment

As part of the {Company Partner}–EPA/DfE partnership, {Company Partner} agrees to formulate and produce the Qualifying Products using agreed upon ingredients which have a more positive health and environmental profile than conventional formulations. To preserve the non-confidential nature of this document, a generic description of the ingredients in the Qualifying Products and their key characteristics appears below.

As documentation of the Qualifying Products at the time of this Agreement, and to set a baseline for future improvements and formula changes, {Company Partner} has provided to EPA/DfE the specific and complete chemical composition for these products. This section's ingredient-by-ingredient descriptions are intended to serve as surrogates for the actual formulas. {Company Partner} reserves the right, however, to change ingredients, provided that their health/environmental profile is equal to or better than those in the current formulations and that any substitution occurs in consultation and agreement with EPA/DfE (see section 11).

If any change is made to the agreed formulation, {Company Partner} agrees to notify EPA/DfE of the change and provide the new formulation. EPA/DfE agrees to notify {Company Partner} of the need for ingredient profiling and will make recommendations for changes to the formulation as needed in order to remain a Qualifying Product.

The following is a non-confidential representation of the ingredients in the Qualifying Products, with their key characteristic (including green chemistry status or areas identified for future improvement), as evaluated by EPA/DfE:

<u>Ingredient</u>	<u>Key Evaluation Characteristic</u>
<i>[Qualifying Product]</i>	
<i>e.g. Surfactant</i>	<i>Readily biodegradable, low concerns for byproducts. Meets DfE Screen for Surfactants.</i>
<i>Solvent</i>	<i>Low health and environmental concerns.</i>
<i>Builder</i>	<i>Low health and environmental concerns.</i>
<i>Colorant</i>	<i>Could be improved (see sec. 5)</i>

Adoption and use of the formulations described in this Agreement does not preclude, nor should it impede, {Company Partner} in its efforts to further improve the health and environmental profile of the Qualifying Products. In fact, a main element of the {Company Partner}–EPA/DfE partnership is to provide {Company Partner} the opportunity to work with EPA chemists, environmental scientists, and risk reduction staff in investigating materials to further improve the health and environmental profile of its Qualifying Products.

5 Continuous Environmental Improvement

{Company Partner} agrees to make continuous environmental improvement an important element of its research and development activities related to its Qualifying Products. In addition to the environmentally oriented formulations set forth in section 4, {Company Partner} agrees to investigate the feasibility of making additional improvements in the environmental and health profile of the Qualifying Products. Specifically, {Company Partner} agrees to consider use of an alternative preservative and colorants, as recommended by EPA/DfE. {Company Partner} agrees to undertake this formulation review during the period of the Agreement

{Company Partner} may consult with EPA/DfE about other products and, following EPA/DfE review and assessment, may request that one or more new Qualifying Products be added to this Agreement. With EPA/DfE's approval, this Agreement may be amended as set forth in Section 11 to include new Qualifying Products.

{Company Partner} and EPA/DfE agree to discuss on a yearly basis the status of {Company Partner}'s reformulation research and continuous improvement activities related to the Qualifying Products. {Company Partner} may, at any time, request consultation and technical assistance from EPA in determining which chemical ingredients possess more positive health/environmental characteristics. {Company Partner} may use informational materials from DfE's website, for example, the *DfE Formulator Program: A Discriminating and Protective Approach to Cleaning Product Review and Recognition* (www.epa.gov/dfe/pubs/formulat/formulator_review1.pdf), as general guides to environmentally desirable attributes for cleaning products.

6 Formulator Right to Know

Cleaning product formulators have a right to know the properties and potential risks – to their employees, customers, and communities – of the chemicals they use. Manufacturers of raw materials for detergents and other cleaning products should ascertain and communicate the properties and potential toxicity of their products, especially those made and sold in large quantities.

As part of its partnership with EPA/DfE, {*Company Partner*} agrees to ask its raw material suppliers for test data on the chemicals they sell and that {*Company Partner*} uses in its products. If the raw material suppliers do not have test data on their chemicals, {*Company Partner*} agrees to encourage them to perform basic physico-chemical and toxicity testing. Upon request by EPA/DfE, {*Company Partner*} agrees to share with EPA/DfE any available chemistry or toxicity information on its ingredients that it obtains from its suppliers.

To help ensure that any new testing serves to enhance the profile and general understanding of a particular chemical, all prospective studies should be considered in the context of the guidance offered in EPA's High Production Volume Challenge Program (see <http://www.epa.gov/chemrtk/volchall.htm>) and the Screening Information Data Set (SIDS) Program of the Organization for Economic Co-operation and Development (to learn more, visit <http://www.epa.gov/oppt/chemtest/oecdsids.htm> and the SIDS Test Guidelines at <http://www.epa.gov/chemrtk/sidsappb.htm>).

7 User Benefits

{*Company Partner*}'s Qualifying Products offer users the following set of benefits:

Environmental Protection

The Qualifying Products are formulated with the environment and human health strongly in mind and use the following types of ingredients: biodegradable surfactants, with byproducts that are less toxic than the parent compound; solvents that are not hazardous air pollutants and pose no threat to the Earth's ozone layer; fragrances that have been screened for potential hazardous and persistent ingredients; and other components with a more positive environmental profile than in conventional cleaning products.

Worker/Consumer Safety

The Qualifying Products are also formulated to help ensure a safer workplace. Users of these products benefit from ingredients that include no components that pose serious hazards. This benefit is amplified for janitors, maintenance staff, housekeepers, and others who must use cleaning chemicals in confined spaces on a daily basis. Importantly, a safer health profile especially benefits children, who spend a large part of their day in indoor environments and can be particularly sensitive to the chemicals in some cleaning products. Also, the mild pH, low volatility, and low potential to catch fire enhance the safety profile of these products.

Resource Conservation

The Qualifying Products also have certain attributes that may significantly reduce wear and tear on substrates, fabrics, and other surfaces with which the products come in contact, thereby extending their usable life.

Customer Education

{Company Partner} acts as a product steward by providing its customers information on environmental and worker safety matters and trains its sales force on the benefits of formulations with improved environmental and health characteristics.

{Company Partner} agrees to inform customers of Qualifying Products about the *{Company Partner}*-EPA/DfE partnership, the meaning of the DfE logo, and the DfE Program's role in helping to protect human health and the environment. *{Company Partner}* agrees to make available to its customers an EPA/DfE contact to who they may direct questions or comments on the partnership.

8 EPA Recognition and Support

{Company Partner} may use the Design for the Environment (DfE) logo, shown on Attachment A to this Agreement, on containers or container packaging of Qualifying Products or on advertising related solely to these products, provided that EPA/DfE has reviewed and approved the intended use of the logo. *{Company Partner}* agrees to not use the logo or describe EPA/DfE's recognition on any general *{Company Partner}* materials, non-Qualifying Products or associated literature, or advertising not related to the Qualifying Products. *{Company Partner}* is not permitted to use the EPA official seal or logo at any time.

Use of the DfE logo must be accompanied by the following informational tagline, in close proximity to the logo: "Recognized for Safer Chemistry." The tagline should also include the EPA web address, www.epa.gov/dfe, as shown on Attachment A. Additionally, *{Company Partner}* agrees to include in advertising of the Qualifying Products an endorsement disclaimer and various educational information for the consumer regarding the DfE partnership. *{Company Partner}* and EPA/DfE agree to work to find an appropriate place (e.g. company website) connected with advertising for the Qualifying Products to include the following language along with educational information:

EPA/DfE recognition does not constitute endorsement of this product. The Design for the Environment logo signifies that the formula for this product, as *{Company Partner}* has represented it to the EPA, contains ingredients with more positive health and environmental characteristics than conventional cleaners. EPA/DfE relies solely on *{Company Partner}*, its integrity and good faith, for information on the composition, ingredients, and attributes of this product. EPA/DfE has not independently identified, i.e., via chemical analysis, the ingredients in the product formula, nor evaluated any of *{Company Partner}*'s non-ingredient claims. EPA/DfE expresses its judgment and professional opinion only as to the environmental and human health characteristics of the product, based on currently available information and scientific understanding.

The Parties acknowledge that under 5 C.F.R. §2635.702(c), EPA may not endorse the purchase or sale of commercial products and services provided by *{Company Partner}*. The Parties agree to ensure that promotional materials describing or resulting from this Agreement do not contain statements implying that EPA/DfE endorses the purchase or sale of commercial products. This includes statements to the public in news releases, publications, on web sites or any other media.

{Company Partner} agrees to make available to EPA/DfE for review and approval any materials, including press releases, promotional materials and advertisements that *{Company Partner}* develops in connection with the partnership, and especially information that describes or characterizes the DfE Formulator Program or EPA/DfE's position on issues related to the cleaning product sector.

{Company Partner} agrees to discontinue use of the DfE logo or any other form of EPA/DfE recognition, within 30 days, under the following circumstances: If *{Company Partner}* stops formulating the Qualifying Products using the agreed upon ingredients; upon the termination of this Agreement; or, if so notified by EPA in writing.

9 Limitations

All commitments made by EPA in this Agreement are subject to the availability of appropriated funds and budget priorities. Nothing in this Agreement, in and of itself, obligates EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations. This Agreement does not exempt *{Company Partner}* or any other organization from EPA policies for competition for financial assistance agreements or procurement contracts. *{Company Partner}* agrees not to submit a claim for compensation for services rendered to EPA in connection with any activities it carries out in furtherance of this Agreement. Any endeavor involving reimbursement or contribution of funds between the parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures, and will be subject to separate agreements.

This Agreement does not create any right or benefit, substantive or procedural, enforceable by law or equity against *{Company Partner}* or EPA/DfE, their officers or employees, or any other person. This Agreement does not direct or apply to any persons outside *{Company Partner}* or EPA.

10. Measures of Success

On an annual basis, *{Company Partner}* agrees to provide to EPA/DfE its best estimate of the production volume of the Qualifying Products (if possible, both in aggregate pounds or gallons and broken out by ingredient class).

At EPA’s request, {*Company Partner*} agrees to make available to EPA/DfE, on a confidential basis, formulation bills of materials that confirm that the Qualifying Products contain the ingredients agreed to in this Agreement or have been modified in accordance with its terms.

{*Company Partner*} agrees to make reasonable attempts to monitor the cleaning product market and agrees to inform EPA/DfE about the Qualifying Products’ influence on the market, including growth in sales and number of new customers, as well as the perceived value in DfE recognition. {*Company Partner*} agrees to report on customer acceptance of and satisfaction with these products when this information is available.

As discussed in Section 5, {*Company Partner*} agrees to furnish periodic updates to EPA on the continuous improvement component of its research and development activities and on its ongoing efforts to improve the health/environmental profile of the Qualifying Products. As a condition of partnership, {*Company Partner*} has demonstrated to EPA/DfE the performance of its Qualifying Products according to the guidelines provided by DfE (see www.epa.gov/dfe/pubs/formulat/formulator_review1.pdf). {*Company Partner*} agrees to also share with EPA/DfE the results of any additional performance testing or verification when that information becomes available.

11 Confidentiality

In matters relating to this DfE partnership and Agreement, EPA agrees to handle all information claimed by {*Company Partner*} as confidential business information in accordance with EPA confidentiality procedures (see 40 CFR part 2, subpart B). EPA and {*Company Partner*} agree that information supplied to EPA by {*Company Partner*} on the formulas of any {*Company Partner*} products is covered by the foregoing sentence.

EPA/DfE agrees to only use the information provided by {*Company Partner*} for purposes related to the {*Company Partner*}-EPA/DfE partnership and disclose the information only to EPA employees and EPA contractors cleared for confidential information with a specific need to know.

12 Amendments to the Agreement

As discussed in the Continuous Environmental Improvement section, {*Company Partner*} may request that EPA/DfE add new Qualifying Products to this Agreement when reformulated. If EPA agrees to the addition, {*Company Partner*} may amend the Agreement by submitting a letter that addresses the essential elements from sections 3, 4, 5 and 7 of the current Agreement. {*Company Partner*} and EPA/DfE agree to collaborate in developing the specific language for the amendment, which must be signed by an appropriate official for both parties. All other provisions of the Agreement shall be incorporated by reference.

13 Termination or Renewal of the Agreement

Either party may, upon written notification, terminate this Agreement. In any event, the terms and provisions in the Agreement will sunset three years from the date of signature, unless the parties renegotiate and renew a partnership agreement prior to the expiration date.

We agree to these terms and provisions:

For {*Company Partner*}

For the U.S. Environmental Protection
Agency

Signatory
Title

Robert E. Lee, II
Director, Economics, Exposure, and
Technology Division

Date _____

Date _____

– DRAFT –

ATTACHMENT A

Examples of Appropriate Use of the EPA/DfE Logo

Example 1:



Recognized for Safer Chemistry
www.epa.gov/dfe

Example 2:



Recognized for Safer Chemistry
www.epa.gov/dfe