



Partnership Agreement: Promotional Partners

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 WaterSense, 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 promotional partner, _____ (name of organization), shares EPA's goals as outlined above and is proud to commit to the following activities to further these goals:

1. Promote the value of water efficiency and encourage the purchase of WaterSense labeled products as an easy and desirable option to reduce water use both in our internal operations and for water users in our purview, such as customers, residents, businesses, and institutions. We will also promote services performed by WaterSense professional partners (e.g., irrigation partners). Complete the promotional plan checklist to identify your anticipated activities.
2. As appropriate, encourage eligible constituents, members, or affiliates to participate as partners in the EPA WaterSense program.
3. Where feasible, sponsor incentive programs or other public events to promote WaterSense labeled products and the benefits of water efficiency.
4. **For utilities and governments:** On an annual basis, provide data to EPA on promotional activities, incentive programs, and water use to assist in determining the impact of the program in promoting labeled products.
5. **For applicable trade associations:** Provide aggregate data to EPA on market share of WaterSense labeled products and programs in relevant industry. Compile data submitted by members who are also WaterSense partners into a summary report to assist EPA in evaluating market trends and the success of the WaterSense program, without disclosing any proprietary information from members.
6. Feature the WaterSense promotional label and partner logo on Web site and in other promotional materials.
7. Adhere to WaterSense promotional label, partner logo, and program logo use guidelines and ensure that authorized representatives, such as advertising agencies, distributors, and subcontractors, also comply. Help EPA maintain program integrity by alerting EPA to possible misuse(s) of the WaterSense marks.
8. Grant the EPA WaterSense program permission to include partner's name on a list of participating partners on the WaterSense Web site, program materials, and announcements. 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, the partner understands that EPA might refer media contacts interested in publicizing water efficiency to partners 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 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, WaterSense Helpline, e-mail, or other means), including a listing of labeled products and programs on the Web site.

4. Provide WaterSense partners with public recognition for their involvement in the program and role in protecting the environment through online listing of partners, special awards, publications, and other efforts.
5. Respond swiftly to partner requests for information or clarification on EPA WaterSense program policies.
6. Provide materials, templates, and marks 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 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. 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 promotional label, partner logo, and program logo use guidelines.

To be completed by EPA

Authorized EPA Representative (printed name): Sheila Frace

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

Signature: _____ Date: _____

To be completed by partner

Authorized Partner Representative¹ (printed name): _____

Title: _____ E-mail: _____

Signature: _____ Date: _____

Organization 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: Communications/Public Affairs Technical Other: _____

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

Periodical _____ Workshop, Sponsor: _____

Mailing _____ Other: _____

EPA Region _____

¹The Authorized Partner 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. 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.