

VOLUNTARY ALUMINUM INDUSTRIAL PARTNERSHIP

I. PREAMBLE

- A. This is a voluntary agreement between the [company] _____ (hereinafter, the partner company) and the United States Environmental Protection Agency (EPA) by which the partner company and EPA build on the progress already achieved through the Voluntary Aluminum Industrial Partnership from 1995 through 2000.
- B. The purpose of this agreement is to avoid emissions of CF_4 and C_2F_6 (perfluorocarbons – PFCs) from primary aluminum manufacturing. As of 2000, the Partner Companies had cumulatively reduced emissions by 30%-60% from the 1990 baseline, the stated goal of VAIP. This agreement seeks to make further reductions by expanding the opportunity for technically feasible, cost-effective emission reductions by 2005. The partnership believes such reductions help protect the climate.

II. COMMON AGREEMENTS AND PRINCIPLES

- A. The partner company and EPA agree that only technically feasible and cost effective efforts to reduce or maintain emissions of PFCs are sought.
- B. The partner company and EPA agree that consistent measurement methods for PFCs, knowledge of the relationships between PFC generation and process and design variables, and the development of emission factors for these gases are critical to the overall success of the partnership.
- C. The partner company and EPA recognize that while there should be no expectation of zero emissions of PFCs from aluminum smelting operations, there is some minimum level of emissions that reflect the best facility-specific control possible.
- D. EPA and the partner company will work together to ensure that the record of the reductions is at a high level of quality. EPA and the partner company expect that companies that possess high quality emissions reductions records will be in a preferred position to participate in any future program that provides appropriate rewards and recognition for early action.
- E. Either the partner company or EPA can discontinue this agreement 30 days after the receipt of written notice by the other party with no penalties or continuing obligations. If either party ends the MOU, both parties will refrain from representing that the partner company is participating in the partnership.

III. EPA RESPONSIBILITIES

- A. EPA will work to improve the availability of information on the generation of PFCs and on techniques to reduce emissions.
- B. EPA will encourage other aluminum producing countries to include PFC emission reductions in their respective climate protection strategies and to share information on successful emission reduction strategies.
- C. EPA will coordinate with the Department of Energy with respect to reporting under this program and Section 1605(b)1 of the Energy Policy Act of 1992.
- D. EPA will provide the partner company with recognition for its achievements in reducing PFC emissions and for its public service in protecting the environment. EPA will publicize the success of the partnership and/or sponsor meetings/conferences on issues relating to the partnership.
- E. EPA will hold confidential any information designated as confidential business information by the Partner in accordance with applicable regulations at 40 CFR Part 2.
- F. This MOU is not a fund-obligating document. All of EPA's activities are subject to the availability of appropriations.
- G. EPA will continue to provide a single representative for the partnership. EPA will notify the partner company within 30 days of any change in the representative's identity.

IV. PARTNER COMPANY RESPONSIBILITIES

- A. The partner company will provide, on the basis of best available information and to the degree technically and economically feasible, necessary data for calculating annual PFC emissions including: annual production, anode effect frequency, anode effect duration; anode effect minutes per cell day (the product of frequency and duration); and slope coefficients for both CF₄ and C₂F₆. The partner will provide annual data by March 31 each year, using the reporting form in Attachment B.

B. The Partner Company will update its emissions reduction goal(s). The year 1990 will still be used as the base year for the partnership. If the partner so chooses, it can provide emissions data for years prior to 1990. At a minimum the partner will strive to maintain reductions achieved since between 1990 and 2000. The partner will submit its PFC emissions reduction goal in conjunction with the signed MOU. The goal should include reducing one or more of the following key factors:

- * Anode Effect Minutes per cell day
- * Anode effect frequency
- * Anode effect duration
- * PFC Emissions

C. The partner company agrees that the activities it undertakes connected with this MOU are not intended to provide services to the Federal government, and that the Partner will not submit a claim for compensation to any Federal agency.

D. The partner company agrees to appoint a single representative for the partnership (designated in attachment A of this MOU). The partner will notify EPA within 30 days of any change in the representative's identity.

V. Signatories

The undersigned do hereby execute this Memorandum of Understanding on the latter of the dates indicated below.

For the United States Environmental Protection Agency:

Brian J. McLean, Acting Director
Office of Atmospheric Programs

On: _____

For the Partner

On: _____

ATTACHMENT A – PARTNER REPRESENTATION

Designated Partner Representative:

Name: _____ **Title:** _____

Mailing Address: _____

Phone Number: _____

Facsimile Number: _____

E-mail Address: _____

Official Partner Signatory:

Name: _____ **Title:** _____

Mailing Address: _____

Phone Number: _____

Facsimile Number: _____

E-mail Address: _____