



GREENCHILL ADVANCED REFRIGERATION PARTNERSHIP AGREEMENT FOR REFRIGERATION SYSTEMS MANUFACTURERS

This is a voluntary agreement between [_____] (herein referred to as the “Partner”) and the U.S. Environmental Protection Agency’s (EPA) GreenChill Advanced Refrigeration Partnership (herein referred to as the “Program” or “GreenChill”). The goal of the Program is to promote the adoption of advanced technologies, strategies and practices that reduce refrigerant charges and emissions of ozone-depleting substances (ODS) and greenhouse gases (GHGs). This agreement takes effect when signed by both Parties. ***GreenChill is a non-regulatory initiative. It does not provide relief for any violations of the Clean Air Act and/or its Amendments.***

EPA’S RESPONSIBILITIES

- Convene a technical committee that will help to establish both Program targets and standards for data collection.
 - Identify, research, compile and communicate to Partners news, successful strategies, and cost-saving opportunities for reducing ODS and GHG emissions from commercial refrigeration.
 - Sponsor research relating to such strategies and new technologies.
 - Benchmark Partner progress in reducing ODS and GHG emissions in commercial refrigeration, allowing the Partner to determine how its progress compares to others within the industry.
 - Identify an EPA representative responsible for assisting the Partner in implementing the Program and notify the Partner of any change in the designated liaison.
 - Provide Partner recognition for achievements through press releases, brochures, articles, and awards.
 - Protect all information and data submitted to EPA or its partners to the fullest extent of the law in accordance with EPA regulations at 40 CFR Part 2, including the provisions on protecting confidential business information (CBI). For information to be treated as CBI, it must be designated by the Partner as CBI at the time of submittal.
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PARTNER RESPONSIBILITIES

- Establish a baseline of equipment leak tightness at production and set an annual goal to maintain (if above 99.5%) or improve the leak tightness of equipment at production.
- Establish GreenChill-approved industry guidelines on methods to measure equipment leak tightness at production and at installation.
- Establish a baseline of annual sales of DX refrigeration systems sold by the Partner vs. advanced refrigeration systems, such as secondary loop systems and distributed refrigeration systems, sold by the partner.
- Develop and submit to EPA an annual corporate data report of sales of DX refrigeration systems sold by the Partner vs. advanced refrigeration systems, such as secondary loop systems and distributed refrigeration systems, sold by the partner.
- Complete Advanced Refrigeration Technology Guidelines for Supermarkets. These Guidelines must be detailed, step-by-step guidelines. The Guidelines must be peer-reviewed and accepted by EPA’s GreenChill Team and by a GreenChill-approved team of Supermarket representatives.
- Evaluate and make appropriate changes to current designs and installation techniques that will reduce refrigerant emissions.
- Evaluate and promote means of maintaining converted systems in a manner that reduces emissions of refrigerant substitutes.
- Participate in an industry/government research initiative to assess the performance of cutting edge “green” technologies in reducing refrigerant charge and minimizing refrigerant leaks.

GENERAL TERMS

- As a general principle of the Program, each party to this agreement agrees to assume the good faith of the other party and to notify the other if any issues arise. Either party can terminate this agreement at any time without prior notification or penalties and with no further obligation. EPA will not comment publicly regarding the withdrawal of Partners.
 - Any violation of the Clean Air Act or its Amendments is grounds for EPA, at its discretion, to terminate this agreement with a partner and for removal from the GreenChill Partnership.
 - The Partner agrees to cease, upon termination of this agreement, any written, electronic or oral representation that could be reasonably construed to indicate continued participation in the Program including the use of the GreenChill Partnership name and mark.
 - The Partner agrees that it will adhere to the "Guidelines for Using the GreenChill Advanced Refrigeration Partnership Mark."
 - The Partner agrees that the activities it undertakes connected with this agreement 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/department.
 - The Partner agrees that it will not claim or imply that its participation in the Program constitutes EPA approval or endorsement of anything other than the commitment to the GreenChill Advanced Refrigeration Partnership.
 - This agreement does not create any right or benefit, substantive or procedural, enforceable by law, and does not direct or apply to any person outside of the parties referenced in the agreement.
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The undersigned officials execute this partnership agreement on behalf of their Parties.

Bella Maranion, Chief, Alternatives and Emissions Reduction Branch, Stratospheric Protection Division, U.S. EPA

Signature: _____ Date: _____

Authorized Partner Company Representative:

Name: _____ Title: _____

Signature: _____ Date: _____

Partner's Designated GreenChill Representative:

Name: _____ Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ Email: _____

Please sign the partnership agreement and send a scanned copy by email to:
Cappel.Kirsten@epa.gov