



GREENCHILL ADVANCED REFRIGERATION PARTNERSHIP AGREEMENT FOR CHEMICAL 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 lower emissions of ozone-depleting substances (ODS) and greenhouse gases (GHGs) through both the reduction of refrigerant emissions and the increase of refrigeration systems' energy efficiency. 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

- Provide a standard protocol to track and report refrigerant inventory and emissions.
 - 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

- Develop retrofit conversion guidelines for HCFC-22 replacement chemicals that are manufactured and/or sold by the partner for supermarket refrigeration systems. These guidelines must be detailed, step-by-step procedures that reduce emissions by specifying recovery of ODS refrigerant and materials capability with existing refrigeration equipment. The guidelines must be peer-reviewed and accepted by EPA's GreenChill Team, a GreenChill-approved team of Refrigeration Equipment Systems Manufacturers, a GreenChill-approved team of component manufacturers, and a GreenChill-approved team of Supermarket representatives.
 - Share field tests results of optimal refrigerant replacements for ozone-depleting HCFC-22 refrigerant.
 - Promote GreenChill-approved retrofit procedures over "drop-in" replacements.
 - Identify ways to minimize emissions of both the conventional ozone-depleting refrigerants and their substitutes.
 - Evaluate and promote means of maintaining converted systems in a manner that reduces emissions of refrigerant substitutes.
 - Use their refrigerant distribution network to: a) promote the collection and reclamation or destruction of stockpiles of ozone-depleting refrigerants that are recovered from conventional and converted refrigeration systems; and b) report to EPA the quantities of refrigerant or substitutes reclaimed or destroyed each year.
 - Establish a GreenChill-approved base year from which to begin reporting the amount of HCFC-22 recovered and reclaimed from supermarkets. The base year is usually the year in which this agreement is signed.
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- Establish a GreenChill-approved base year from which to begin reporting the amount of refrigerants manufactured and sold by the partner that are recovered and reclaimed from supermarkets. The base year is usually the year in which this agreement is signed.
- Develop and submit to EPA a corporate Recovery & Reclamation Plan, which, at a minimum, sets a GreenChill-approved annual goal for significant increases in the amount of HCFC-22 recovered and reclaimed, as well as significant increases in the amounts of every refrigerant manufactured or sold to supermarkets by the partner that is recovered and reclaimed. The Partner will work with EPA to set these recovery and reclamation goals, and list detailed and GreenChill-approved technologies and practices that will be used to achieve the goal.
- Participate in industry/government research initiatives to assess the performance of cutting edge, advanced refrigeration technologies that reduce ODS and GHG refrigerant charges and minimize 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.

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