



GREENCHILL ADVANCED REFRIGERATION PARTNERSHIP AGREEMENT FOR SUPERMARKET PARTNERS

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," "GreenChill Partnership," or "GreenChill"). The goal of the Program is to reduce refrigerant emissions from food retailers and decrease their impact on the ozone layer and climate change. 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

- Track and report partners' annual corporate-wide refrigerant inventory and emissions.
 - Identify, research, compile and communicate news, successful strategies, and cost-saving opportunities for reducing refrigerant emissions in commercial refrigeration systems.
 - Sponsor research relating to such strategies and new technologies.
 - Benchmark Partner progress in reducing refrigerant emissions in commercial refrigeration, allowing the Partner to compare progress 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.
 - All information submitted to EPA will be treated as confidential in accordance with 40 CFR Part 2, Subpart B, and will only be disclosed by the means set forth in the subpart.
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PARTNER RESPONSIBILITIES

- Establish a base year for annual corporate-wide (aggregated) reporting of the inventory of refrigerant stock and refrigerant emissions. The base year may be the year in which this agreement is signed or up to two years prior.
- Complete and submit annually to EPA a corporate-wide inventory of refrigerant stock and emissions (aggregate, not by facility).
- Develop and submit annually to EPA a Corporate Refrigerant Management Plan that sets a refrigerant emissions reduction goal (goal to be approved by EPA) and describes technologies, strategies, and practices that will be used to achieve that goal.
- Commit to using only non-ozone-depleting refrigerant substitutes found acceptable under EPA's Significant New Alternatives Policy (SNAP) Program in all commercial refrigeration applications in new construction and store remodels involving rack additions or replacements.
- Exchange information on Program development/implementation and best practices with other Program partners.
- Designate a GreenChill Partnership Representative and notify EPA of any change in the designated liaison.
- Communicate the Program to employees and cooperate with EPA efforts to publicize the Program.

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, with no further obligation. EPA will not comment publicly regarding 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.

Erin Birgfeld, Acting 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: Manliclic.Kersey@epa.gov

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correspondence. Do not send the completed form to this address.