

**PARTNERSHIP AGREEMENT
BETWEEN
[COMPANY NAME]
AND
U.S. ENVIRONMENTAL PROTECTION AGENCY
DESIGN FOR THE ENVIRONMENT PROGRAM
UNDER
THE OFFICE OF PESTICIDE PROGRAMS-DfE
ANTIMICROBIAL PESTICIDE PROGRAM**

1. Statement of Purpose

The purpose of this Partnership Agreement (“Agreement”) is to set forth the basis, terms, and goals of the Design for the Environment (“DfE”) voluntary partnership between [Partner Company] [Quoted Company Name] of [City], [ST] and the U.S. Environmental Protection Agency (“EPA”). The partnership is part of the Office of Pesticide Programs (“OPP”)-DfE for Antimicrobial Pesticides Program (“OPP-DfE Program”). The program seeks to identify and label antimicrobial pesticides that are moving toward the green end of the pesticide spectrum. Please note that entry into partnership with DfE is one prerequisite in qualifying for the OPP-DfE Program. [Company Name] must also comply with OPP-specific program requirements. (Details on these requirements, as well as general information on the program, are available on the OPP web site at <https://www.epa.gov/pesticide-labels/design-environment-logo-antimicrobial-pesticide-products>.)

A key purpose of the DfE partnership program is to recognize and encourage the formulation of products with environmentally preferable chemistry and collateral benefits, as defined and described in the Safer Choice Standard (the “Standard”) and the associated DfE component-class criteria. For the purpose of this Agreement, these products include the following [Company Name] product: [Product Trade Name] (the “Qualifying Product”). The partnership will strive to promote and advance the environmental, technological, and efficiency benefits of this and future Qualifying Products.

This Agreement describes in general terms how [Company Name] formulates the Qualifying Product, its environmental and human health profile, and how [Company Name] and EPA/DfE will work together to continually improve the health and environmental profile of the Qualifying Product and educate the consumer on these improvements, the DfE Program and the OPP-DfE Program.

2. Statement of Context and Challenge

Each year, commercial formulators use billions of pounds of chemical ingredients to make a wide variety of general purpose and specialized cleaning/antimicrobial products. EPA is

concerned about the effect certain chemicals might have on environmental quality and on the health and safety of workers and the public who use cleaning products or may come in contact with them.

EPA believes that cleaning product formulators can improve the environmental and health profile of their products by using ingredients that are inherently less toxic, less environmentally persistent, less bioaccumulative, and that degrade to substances with similar desirable characteristics when compared to ingredients in some conventional formulations. Additional benefits can be derived through environmentally oriented reformulation. Energy efficiency, resource conservation, and sound management practices offer important additional components for measurable and sustainable improvement in cleaning products and programs.

3. [Company Name]’s Improved Cleaning Chemistries

In conjunction with the DfE review process, [Company Name] has reformulated a disinfectant for consumer cleaning and maintenance that, according to [Company Name], meet EPA/DfE’s recommendations and offer improved health and environmental characteristics. This Qualifying Product contains no inorganic phosphates, hazardous solvents, or environmentally harmful surfactants. Instead, it contains a proprietary blend of surfactants, pH adjusters, solvents, and other ingredients, which exhibit more positive environmental and human health characteristics than conventional cleaning formulations.

In addition, this Qualifying Product only uses surfactants that biodegrade readily to low-concern substances, which helps relieve stress on the environment, especially threats to aquatic life. By not including environmentally harmful builders or extreme pH in this formulation, the environment-friendly profile and safety characteristics of this product is further enhanced. For example, an inorganic phosphate-free formula may promote a better balance of nutrients in the environment and healthier fresh water bodies. Safer sequestrants biodegrade readily to non-hazardous compounds and protect against environmental loading of metals. Mild pH formulas help protect workers, the environment, and building infrastructure. (For more information on the attributes and benefits of this product, see section 6.)

Note: EPA/DfE relies solely on [Company Name], its integrity and good faith, for information on the composition, ingredients, and attributes of its Qualifying Product. EPA/DfE has not independently identified, i.e., via chemical analysis, the ingredients in the submitted formulas, nor evaluated any of [Company Name]’s non-ingredient claims. If, at some time in the future, EPA has confirmation that the formulation of this product differs from the ingredient statement on the label or confidential statement of formula, the company would be in violation of FIFRA Section 12 and may face enforcement action. EPA/DfE expresses its judgment and professional opinion only as to the environmental and human health characteristics of the Qualifying Product, based on currently available information and scientific understanding. [Company Name]’s obligations under any federal, state, or local regulations governing the company or this product is in no way altered by its partnership with EPA/DfE.

4. [Company Name]’s Commitment to Formulate for the Environment

As part of [Company Name]–EPA/DfE partnership, [Company Name] agrees to formulate and produce the Qualifying Product using agreed-upon ingredients. To preserve the non-confidential nature of this document, a generic description of the ingredients in the Qualifying Product and their key characteristics appears below.

As documentation of the Qualifying Product at the time of this Agreement, and to set a baseline for future improvements and formula changes, [Company Name] has provided to EPA/DfE the specific and complete chemical composition for this product. This section’s ingredient-by-ingredient descriptions are intended to serve as a surrogate for the actual formula. [Company Name] reserves the right, however, to change ingredients, provided that their health/environmental profile is equal to or better than those in the current formulations and that any substitution occurs in consultation and agreement with EPA/DfE (see section 11). In addition, to comply with FIFRA, [Company Name] would need to submit a formal request for formulation change to OPP, as well as any necessary associated confirmatory efficacy data.

If any change is made to the agreed formulation, [Company Name] agrees to notify EPA/DfE of the change and provide the new formulation. EPA/DfE agrees to notify [Company Name] of the need for ingredient profiling and will make recommendations for changes to the formulation as needed to remain a Qualifying Product.

The following is a non-confidential representation of the ingredients in the Qualifying Product, with their key characteristic or areas identified for future improvement, as evaluated by EPA/DfE:

[Qualifying Products List with Ingredients, Key Evaluation Characteristics]

Adoption and use of the formulations described in this Agreement does not preclude, nor should it impede, [Company Name] in its efforts to further improve the health and environmental profile of the Qualifying Product. In fact, a main element of [Company Name]–EPA/DfE partnership is to provide [Company Name] the opportunity to work with EPA chemists, environmental scientists, and risk reduction staff in investigating materials to further improve the health and environmental profile of its Qualifying Product.

5. Continuous Environmental Improvement

[Company Name] agrees to make continuous environmental improvement an important element of its research and development activities related to its Qualifying Product. In addition to the environmentally oriented formulations set forth in section 4, [Company Name] agrees to investigate the feasibility of making additional improvements in the environmental and health profile of the Qualifying Product.

Targets for Improvement. [Company Name] agrees to explore the use of and, if feasible, reformulate with a safer alternative [list the target-for-improvement ingredients from sec. 4], as directed by EPA/DfE. [Company Name] agrees to undertake this formulation review during the period of the Agreement [or shorter timeframe, as appropriate.] [For example, [Company Name] agrees to explore the use of alternative solvents that meet both the DfE solvent criteria (sec. 5.5)

and the VOC criteria (sec. 4.2.7.1) within one year of the partnership date.]

Green Chemistry Challenges. [Company Name] agrees to look into the availability of alternatives to [list the green-chemistry-challenge ingredients from sec. 4], as recommended by EPA/DfE. (Note: For these chemicals, innovation in safer chemistry is needed to achieve improved functional and health/environmental performance.) [Company Name] agrees to look into alternatives during the period of the Agreement.

In addition, [Company Name] agrees to provide satisfactory [performance test results] and [revised labels] within one year of the partnership date.

[Company Name] may consult with EPA/DfE about other antimicrobial pesticide products and, following EPA/DfE review and assessment, may request that one or more new Qualifying Products be added to this Agreement, subject to the additional terms and conditions of the OPP-DfE Program. With EPA/DfE's approval, this Agreement may be amended as set forth in Section 11 to include new Qualifying Products.

[Company Name] and EPA/DfE agree to discuss the status of [Company Name]'s reformulation research and continuous improvement activities related to the Qualifying Product. [Company Name] may, at any time, request consultation and technical assistance from EPA in determining which chemical ingredients possess more positive health/environmental characteristics.

6. Formulator Right to Know

Cleaning product formulators have a right to know the properties and potential risks – to their employees, customers, and communities – of the chemicals they use. Manufacturers of raw materials for detergents and other cleaning products should ascertain and communicate the properties and potential toxicity of their products, especially those made and sold in large quantities.

As part of its partnership with EPA/DfE, [Company Name] agrees to ask its raw material suppliers for test data on the chemicals they sell and that [Company Name] uses in its products. If the raw material suppliers do not have test data on their chemicals, [Company Name] agrees to encourage them to perform basic physicochemical and toxicity testing. Upon request by EPA/DfE, [Company Name] agrees to share with EPA/DfE any available chemistry or toxicity information on its ingredients that it obtains from its suppliers.

To help ensure that any new testing serves to enhance the profile and general understanding of a particular chemical, all prospective studies should be considered in the context of the guidance offered in EPA's chemical evaluation programs (<http://www.epa.gov/oppt/existingchemicals/pubs/enhanchems.html>) and the Screening Information Data Set (SIDS) Program of the Organization for Economic Co-operation and Development (to learn more, visit <http://webnet.oecd.org/hpv/ui/default.aspx> and the SIDS Test Guidelines at <http://www.epa.gov/HPV/pubs/general/sidsappb.htm>).

7. User Benefits

[Company Name]'s Qualifying Product offers users the following set of benefits:

Environmental Protection

The Qualifying Product is formulated with the environment and human health strongly in mind and uses the following types of ingredients: biodegradable surfactants, with byproducts that are less toxic than the parent compound; solvents that are not hazardous air pollutants and pose no threat to the Earth's ozone layer; and other components with a more positive environmental profile than in conventional cleaning products.

Worker/Consumer Safety

The Qualifying Product is also formulated to help ensure a safer workplace. Users of this product benefit from ingredients that include no components that pose serious hazards. This benefit is amplified for janitors, maintenance staff, housekeepers, and others who must use cleaning and pesticide chemicals in confined spaces on a daily basis. Importantly, a safer health profile especially benefits children, who spend a large part of their day in indoor environments and can be particularly sensitive to the chemicals in some cleaning and pesticide products. Also, the mild pH, low volatility, and low potential to catch fire enhance the safety profile of this product.

Resource Conservation

The Qualifying Product also has certain attributes that may significantly reduce wear and tear on substrates, fabrics, and other surfaces with which the product comes in contact, thereby extending their usable life.

Customer Education

[Company Name] acts as a product steward by providing its customers information on environmental and worker safety matters and trains its sales force on the benefits of formulations with improved environmental and health characteristics.

[Company Name] agrees to inform customers of the Qualifying Product about the [Company Name]-EPA/DfE partnership, the meaning of the DfE label, the OPP-DfE Program, and the DfE Program's role in helping to protect human health and the environment. [Company Name] agrees to make available to its customers an EPA/DfE contact to who they may direct questions or comments on the partnership.

8. EPA Recognition and Support

Upon successful completion of the OPP review, [Company Name] may use the Design for the Environment (DfE) label (shown on Attachment A to this Agreement)—subject to the conditions in this section and the OPP-DfE Program—on containers or container packaging of the Qualifying Product or on advertising related solely to this product, provided that EPA/DfE has reviewed and approved the intended use of the label. [Company Name] agrees to not use the label or describe EPA/DfE's recognition on any general [Company Name] materials, non-Qualifying Products or associated literature, or advertising not related to the Qualifying

Product. [Company Name] is not permitted to use the EPA official seal or logo at any time.

Use of the DfE label must not be accompanied by an informational tagline, which is reserved for use in non-OPP-DfE-related partnerships, but must contain the OPP web address for the Program. Additionally, [Company Name] agrees to include in advertising of the Qualifying Product an endorsement disclaimer and various educational information for the consumer regarding the DfE partnership. [Company Name] and EPA/DfE agree to work to find an appropriate place (e.g., company website) connected with advertising for the Qualifying Product to include the following language along with educational information:

EPA/Safer Choice recognition does not constitute endorsement of this product. The Safer Choice label signifies that the product's formula, as [Company Name] has represented it to the EPA, contains ingredients with more positive human health and environmental characteristics than conventional products of the same type. EPA/Safer Choice relies solely on [Company Name], its integrity and good faith, for information on the product's composition, ingredients and attributes. EPA/Safer Choice has not independently identified, that is, via chemical analysis, the ingredients in the product formula, nor evaluated any of [Company Name] non-ingredient claims. EPA/Safer Choice provides its evaluation only as to the product's human health and environmental characteristics, as specified in the Safer Choice Standard and based on currently available information and scientific understanding.

The Parties acknowledge that under 5 C.F.R. §2635.702(c), EPA may not endorse the purchase or sale of commercial products and services provided by [Company Name]. The Parties agree to ensure that promotional materials describing or resulting from this Agreement do not contain statements implying that EPA endorses the purchase or sale of commercial products. This includes statements to the public in news releases, publications, on web sites or any other media.

[Company Name] agrees to discontinue use of the DfE label or any other form of EPA/DfE recognition, within 30 days, under the following circumstances: If [Company Name] stops formulating the Qualifying Product using the agreed upon ingredients; if noncompliance uncovered in an audit (see sec. 14) is not resolved to DfE's satisfaction; if the company no longer is in compliance with the terms of the OPP-DfE Program; upon the termination of this Agreement; or, if so notified by EPA in writing. In addition, [Company Name] agrees to voluntarily recall its DfE-labeled product within the channels of trade, as per OPP program requirements.

9. Limitations

All commitments made by EPA in this Agreement are subject to the availability of appropriated funds and budget priorities. Nothing in this Agreement, in and of itself, obligates EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations. This Agreement does not exempt [Company Name] or any other organization from EPA policies for competition for financial assistance agreements or procurement contracts. [Company Name] agrees not to submit a claim for

compensation for services rendered to EPA in connection with any activities it carries out in furtherance of this Agreement. Any endeavor involving reimbursement or contribution of funds between the parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures, and will be subject to separate agreements.

This Agreement does not create any right or benefit, substantive or procedural, enforceable by law or equity against [Company Name] or EPA/DfE, their officers or employees, or any other person. This Agreement does not direct or apply to any persons outside [Company Name] or EPA.

10. Measures of Success

On an annual basis, [Company Name] agrees to provide to EPA/DfE its best estimate of the production volume of the Qualifying Product (if possible, both in aggregate pounds or gallons and broken out by ingredient class).

At EPA's request, [Company Name] agrees to make available to EPA/DfE, on a confidential basis, formulation bills of materials that confirm that the Qualifying Product contains the ingredients agreed to in this Agreement or have been modified in accordance with its terms.

[Company Name] agrees to make reasonable attempts to monitor the cleaning product market and agrees to inform EPA/DfE about the Qualifying Product's influence on the market, including growth in sales and number of new customers, as well as the perceived value in DfE recognition. [Company Name] agrees to report on customer acceptance of and satisfaction with this product when this information is available.

As discussed in Section 5, [Company Name] agrees to furnish periodic updates to EPA on the continuous improvement component of its research and development activities and on its ongoing efforts to improve the health/environmental profile of the Qualifying Product. As a condition of partnership, [Company Name] has demonstrated to EPA/DfE the performance of its Qualifying Product according to the guidelines provided by DfE (see www.epa.gov/saferchoice/standard). [Company Name] agrees to also share with EPA/DfE the results of any additional performance testing or verification when that information becomes available.

11. Confidentiality

In matters relating to this DfE partnership and Agreement, EPA agrees to handle all information claimed by [Company Name] as confidential business information in accordance with EPA confidentiality procedures (see 40 CFR part 2, subpart B). EPA and [Company Name] agree that information supplied to EPA by [Company Name] regarding the formulas of any [Company Name] products or in connection with any audits required pursuant to Section 12 of this Agreement is covered by the foregoing sentence.

EPA/DfE agrees to only use the information provided by [Company Name] for purposes

related to the [Company Name]-EPA/DfE partnership and disclose the information only to EPA employees and EPA contractors cleared for confidential information with a specific need to know.

12. Amendments to the Agreement

[Company Name] may request that EPA/DfE add new Qualifying Products or make other changes to this Agreement. If EPA agrees to the addition or change, the essential elements from sections 3, 4, 5 and 7 of the current Agreement may be amended. [Company Name] and EPA/DfE agree to collaborate in developing the specific language for the amendment, which must be signed by an appropriate official for both parties. All other provisions of the Agreement shall be incorporated by reference.

13. Private Label, Licensee, and Toll Manufacture Products

[Company Name] acknowledges and agrees to the following roles, limitations, and responsibilities when third parties are involved in the manufacture of DfE products.

A private label product may carry the DfE label provided that its contents are either identical to those in a specified DfE product, or very similar, and the ingredients that are different have been approved in the partnership agreement. A licensee or toll manufacture product may carry the DfE label provided that its contents are identical to those in a specified DfE product.

Before manufacture of any private label product that will carry DfE recognition, [Company Name] must inform and receive permission from DfE, indicating the name of the private label product, the label owner, and the specific DfE product to which it is identical or on which it is based. Before manufacture of any licensee or toll manufacture product, [Company Name] must inform and receive permission from DfE, indicating the name of the licensee or toll manufacturer and of the specific DfE product to which the licensee or toll manufacture product is identical. To assure quality, the licensee or toll manufacture product must be manufactured under an agreement between [Company Name] and the licensee or toll manufacturer and the agreement must be available to DfE on request.

[Company Name] agrees to ensure that its private label, licensee and toll manufacture products comply with the audit provisions in section 14.

14. Partnership Surveillance and Audits

To ensure that the contents of certified products are as represented to the Agency under this agreement and that all other aspects of the [Company Name]-DfE partnership comport with the DfE Standard and criteria documents, [Company Name] agrees to participate in DfE's surveillance and auditing program. The program will consist primarily of annual desk audits and triennial on-site audits, as described in the DfE Standard, section 3.6 and Annex B.

[Company Name] will make its manufacturing facilities and certified-product-related

records available to DfE-authorized third-party verifiers. On an annual basis, [Company Name] agrees to submit to the third-party verifier desk audit materials as specified in the DfE Standard, Annex B.1. These materials will include a list of ingredients for each certified product and a statement that the ingredients and all claims made regarding the Agency's recognition (e.g. use of the DfE label) comport with this agreement.

Approximately every three years, [Company Name] will allow a third-party verifier to visit its manufacturing facility and conduct an audit, which will include the elements listed in the DfE Standard, Annex B.2. The audit will focus on the manufacturing process and the procedures in place to ensure that certified products comport with this agreement.

If the audit reveals items of noncompliance, [Company Name] will promptly correct the noncompliance. [Company Name] shall submit to the external verifier and to DfE, in writing and within 30 days of receiving written notice of noncompliance, the following: a root-cause analysis, an explanation of corrective action, and a preventive action plan. In collaboration with DfE, the external verifier shall confirm that [Company Name] has taken the remedial action necessary to assure DfE of [Company Name]'s ability to satisfy the terms of this agreement.

If the noncompliance is not addressed to DfE's satisfaction, DfE may terminate the partnership. Under partnership termination, [Company Name] would be asked to do the following: immediately cease use of the DfE label (as discussed in sec. 8); estimate the quantities of the currently labeled Qualifying Product; and confirm the cessation and estimate in writing. [Company Name] agrees that it would remove the DfE label from existing stocks of the Qualifying Product and destroy any labels bearing the label.

Noncompliance that is also a violation of FIFRA may result in appropriate regulatory or enforcement action under FIFRA.

15. Ingredient Communication

To enhance public awareness of the safer ingredients in DfE products and in the spirit of more complete communications on chemicals in common use, [Company Name] agrees to disclose the contents of their DfE products as described herein and in the DfE Standard, Section 3.8.

[Company Name] must disclose all intentionally added ingredients in their DfE products, except for "incidental ingredients," that is, ingredients present at insignificant levels that have no technical or functional effect (e.g., reagents, processing aids, and impurities, as defined in 21 §701.3(1)).

[Company Name] agrees to disclose its ingredients in one of the following locations: on the product label; on their website; at a toll-free number; or, on another media approved by DfE. If disclosure does not occur on the product label, [Company Name] must provide the location of the ingredients on the label, e.g., the website address or toll-free number.

[Company Name] must use the Chemical Abstract Service (CAS) number, if available and

not trade secret information (as defined in the Uniform Trade Secrets Act), and one or more of the following nomenclature systems to describe their ingredients: CAS name; Consumer Specialty Products Association (CSPA) Consumer Products Ingredient Dictionary name; International Nomenclature of Cosmetic Ingredients (INCI) name; or, International Union of Pure and Applied Chemistry (IUPAC) name. Where needed to protect trade secret information, [Company Name] may, at a minimum, use a chemical-descriptive name, for example, the EPA Premanufacture Notice generic name or the CSPA Dictionary name, in lieu of the specific chemical name; however, the name must be as specific as possible without revealing trade secret information.

[Company Name] must list dyes, colorants, and preservatives by a chemical-descriptive name. [Company Name] may list scent ingredients as "Fragrance" on the label, but must also indicate where detailed information can be found; for example, the website list, or subset of the list, of fragrance materials authored by the International Fragrance Association (IFRA) and available on IFRA's website (<https://ifrafragrance.org/>). Alternatively, [Company Name] may state on its website the ingredients in the fragrance or the palette of fragrance materials used in its products, and may also include the ingredients not used in the fragrance.

[Company Name] must use the following order in listing ingredients: for those present at concentrations over 1.0 percent (measured on a weight-weight percentage basis), ingredients must be listed in descending order, with the ingredient at the highest percentage in formula listed first; for those present at or below 1.0 percent, ingredients may be listed in any order.

16. Packaging

In accordance with Section 4.2.6 of the Standard, [Company Name] agrees that, with respect to the inner container (i.e., the packaging material that comes into contact with its labeled product ingredients), it has achieved at least at a 25 percent level in one of the six sustainability criteria listed below, developed by the Sustainable Packaging Coalition (<http://www.sustainablepackaging.org>). [Company Name] further agrees that, if not already at a full performance level, it will improve the packaging profile of its labeled products during the partnership and that at each partnership renewal it will report on the status of its packaging practices in relation to the listed criteria and show progress in meeting its sustainability goals.

- Is sourced, manufactured, transported, and recycled using renewable energy;
- Optimizes the use of renewable or recycled source materials;
- Is manufactured using clean production technologies and best practices;
- Is made from materials healthful in all probable end-of-life scenarios;
- Is physically designed to optimize materials and energy; and
- Is effectively recovered and used in biological and/or industrial closed-loop cycles.

In addition, [Company Name] agrees that its packaging materials will not contain toxic elements (as per Section 5.10 of the Standard), including heavy metals, as described in the Toxics and Packaging Clearinghouse model legislation (at <https://toxicsinpackaging.org/model-legislation>). [Company Name] will also ensure that the following ingredients of concern are not used in its packaging: Bisphenol A (BPA) or the following phthalates: dibutyl phthalate (DBP),

diisobutyl phthalate (DIBP), butyl benzyl phthalate (BBP), di-n-pentyl phthalate (DnPP), di (2-ethylhexyl) phthalate (DEHP), di-n-octyl phthalate (DnOP), diisononyl phthalate (DINP), and diisodecyl phthalate (DIDP).

17. Termination or Renewal of the Agreement

Either party may, upon written notification, terminate this Agreement. In any event, the terms and provisions in the Agreement will sunset three years from the date of signature or at the termination of the OPP-DfE Program, whichever is sooner, unless the parties renegotiate and renew a partnership agreement prior to the expiration date.

We agree to these terms and provisions:

For [Company Name]

For the U.S. Environmental Protection Agency

[Signatory]
[Signatory Title]

David Widawsky
Director, Data Gathering and Analysis Division

Date _____

Date _____

ATTACHMENT A

Example of Appropriate Use of the EPA/DfE Certification Mark



<https://www.epa.gov/pesticide-labels/design-environment-logo-antimicrobial-pesticide-products>