

PARTNERSHIP AGREEMENT BETWEEN
[COMPANY]
AND U.S. ENVIRONMENTAL PROTECTION AGENCY SAFER CHOICE
PROGRAM

1 Statement of Purpose

The purpose of this Partnership Agreement (“Agreement”) is to set forth the basis, terms, and goals of the Safer Choice voluntary partnership between [Company] [Quoted Company Name] of [City, State] and the U.S. Environmental Protection Agency (“EPA”). The basic goal of the initiative is to seek and promote innovative chemical products, technologies, and practices that benefit human health and the environment.

A key purpose of the 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 and Design for the Environment (DfE) Standard (“the Standard”) and the associated Safer Choice component-class criteria. For the purpose of this Agreement, these products include the [Company Name] products as summarized in the Qualifying Products Table (the “Qualifying Products”). The partnership will strive to promote and advance the environmental, technological, and efficiency benefits of these and future Qualifying Products. As a precondition for partnership, [Quoted Company Name] agrees to work with a Safer Choice-qualified third-party profiler to develop the chemical and other information needed as the basis for this agreement and to have periodic audits of its Qualifying Product(s) (see Section 14).

This Agreement describes in general terms how [Company Name] formulates the Qualifying Products, their environmental and human health benefits, and how [Company Name] and EPA will work together to continually improve the health and environmental profile of the Qualifying Products and educate the consumer on these improvements and the Safer Choice program.

Qualifying products

[Qualifying Products List: Name, Class, Sector 1, Partnership Agreement Date]

Product Name	Product Class	I/I or Consumer	Partnership Date
Example Product 1	Glass Cleaner	Both	Original: see Sec. 17
...

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 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 products or may come in contact with them.

EPA believes that 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 products and programs.

EPA believes that conventional formulations, especially those for industrial/institutional (“I/I”) use, may rely on certain ingredients whose environmental and human health profiles can be improved.

3 [Company Name]’s Improved Chemistries

In conjunction with the Safer Choice review process, [Company Name] has reformulated [a set of products for I/I cleaning and maintenance] that, according to [Company Name], meet EPA’s recommendations and offer improved health and environmental characteristics. These Qualifying Products use ingredients that have been evaluated by EPA and are determined to be safer than traditional chemical ingredients, resulting in formulations with more positive environmental and human health characteristics than conventional formulations. These safer chemicals and ingredients are listed on the EPA Safer Chemical Ingredients List (SCIL), or are proprietary and qualify for listing but are withheld to protect intellectual property. The SCIL is a list that helps manufacturers find safer chemical alternatives that meet the criteria of the Safer Choice program (see <https://www.epa.gov/saferchoice/safer-ingredients>).

In addition, these Qualifying Products only use surfactants that biodegrade readily to non-polluting substances, which helps relieve stress on the environment, especially threats to aquatic life. By not including environmentally harmful builders or extreme pH in these formulations, the environment-friendly profile and safety characteristics of these products is further enhanced. For example, an inorganic phosphate-free formula may promote a better balance of nutrients in the environment and healthier freshwater 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 these products, see Section 7.)

Please Note: EPA relies solely on [Company Name], its integrity and good faith, for information on the composition, ingredients, and attributes of its Qualifying Products. EPA 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. EPA expresses its judgment and professional opinion only as to the environmental and human health

characteristics of the Qualifying Products, based on currently available information and scientific understanding. [Company Name]'s obligations under any federal, state, or local regulations governing the company or these products are in no way altered by its partnership with EPA.

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

As part of the [Company Name]–EPA partnership, [Company Name] agrees to formulate and produce the Qualifying Products using agreed upon ingredients which have a more positive health and environmental profile than conventional formulations. To preserve the non-confidential nature of this document, a generic description of the ingredients in the Qualifying Products and their safer chemical status appears below.

As documentation of the Qualifying Products at the time of this Agreement, and to set a baseline for future improvements and formula changes, [Company Name] has provided to EPA the specific and complete chemical composition for these products. This section's ingredient-by-ingredient descriptions are intended to serve as surrogates for the actual formulas. [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 (see Section 12).

If any change is made to the agreed formulation, [Company Name] agrees to notify EPA of the change and provide the new formulation, unless the change is made to a commodity ingredient (i.e., changing ingredient supplier). Such changes include, to the best of [Company Name]'s knowledge, a change to any ingredient supplier in the supply chain for the qualifying products. EPA agrees to notify [Company Name] of the need for ingredient profiling and will make recommendations for changes to the formulation as needed in order to remain a Qualifying Product. EPA will keep confidential all product formulas and other proprietary information that [Company Name] furnishes to the Agency (see confidentiality provisions in Section 11).

The following is a non-confidential representation of the ingredients in the Qualifying Products, with their safer chemical status or areas identified for future improvement, as evaluated and designated by EPA:

<u>Ingredient</u>	<u>Safer Chemical Status</u>
[Example Product Name]	
Ingredient 1	Low human health and environmental concern.
Ingredient 2	Expected to have low human health and environmental concerns.
Ingredient 3	Gray square (see Section 5).
Ingredient 4	Expected to have low human health and environmental concerns; contains auxiliary component(s) allowed for functionality.
Ingredient 5	Previous acceptable; not currently acceptable (see Section 5). [Language relevant for partnership agreement renewals only.]
Ingredient 6	Allowed for functionality.
Ingredient 7	Updated ingredient formulation not provided (see sec. 5). [Language relevant for partnership agreement renewals only.]
Fragrance	Meets Safer Choice Fragrances Criteria.

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 Products. In fact, a main element of the [Company Name]–EPA 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 Products.

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 Products. 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 Products.

Ingredients allowed for functionality. [Company Name] agrees to explore the use of and, if feasible, reformulate with safer alternatives to ingredients allowed for functionality, as detailed in Section 4, during the period of the Agreement. While these ingredients are best-in-class chemicals and among the safest available for a particular function, the function fulfilled by the chemical should be considered an area for safer chemistry innovation.

Additionally, [Company Name] agrees to:

- replace any [grey-squared ingredient(s)] within one year of notification of the SCIL status update

- replace any [previously acceptable ingredient(s)] within one year of the [month and year] agreement/amendment
- provide complete information for—or replace—any ingredient(s) with missing supplier information within one year of the [month and year] agreement/amendment

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

[Company Name] may consult with EPA about other products and, following EPA review and assessment, may request that one or more new Qualifying Products be added to this Agreement. With EPA's approval, this Agreement may be amended as set forth in Section 12 to include new Qualifying Products.

[Company Name] and EPA agree to discuss on a yearly basis the status of [Company Name]'s reformulation research and continuous improvement activities related to the Qualifying Products. [Company Name] may, at any time, request consultation and technical assistance from EPA in determining which chemical ingredients possess more positive health/environmental characteristics. [Company Name] may use informational materials from Safer Choice's website as general guides to environmentally desirable attributes for products.

6 Formulator Right to Know

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 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, [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 physico-chemical and toxicity testing. Upon request by EPA, [Company Name] agrees to share with EPA 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 (<https://www.epa.gov/chemicals-under-tsca>) and the Screening Information Data Set (SIDS) Program of the Organization for Economic Co-operation and Development (OECD) (to learn more, visit <http://webnet.oecd.org/hpv/ui/Default.aspx> and https://cfpub.epa.gov/si/si_public_record_Report.cfm?Lab=&dirEntryID=2854).

7 User Benefits

[Company Name]'s Qualifying Products offer users the following set of benefits:

Environmental Protection

The Qualifying Products are formulated with the environment and human health strongly in mind and use 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 products.

Worker/Consumer Safety

The Qualifying Products are also formulated to help ensure a safer workplace. Users of these products 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 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 products. Also, the mild pH, low volatility, and low potential to catch fire enhance the safety profile of these products.

Resource Conservation

The Qualifying Products also have certain attributes that may significantly reduce wear and tear on substrates, fabrics, and other surfaces with which the products come 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 Qualifying Products about the [Company Name]-EPA partnership, the meaning of the Safer Choice label, and the Safer Choice program's role in helping to protect human health and the environment. [Company Name] agrees to make available to its customers an EPA contact to whom they may direct questions or comments on the partnership.

8 EPA Certification and Support

[Company Name] may use the appropriate Safer Choice label, shown on Attachment A to this Agreement, on containers or container packaging of Qualifying Products or on advertising related solely to these products, provided that EPA has reviewed and approved the intended use. [Company Name] agrees to not use the label or describe EPA certification on any general [Company Name] materials, non-Qualifying Products or associated literature, or advertising not related to the Qualifying Products. [Company Name] is not permitted to use the EPA official seal or logo at any time.

Use of the Safer Choice label must be accompanied by the program web address,

epa.gov/saferchoice, as shown on Attachment A. Additionally, when advertising the qualifying products or informing consumers about them, [Company Name] must include the endorsement disclaimer, which appears below. [Company Name] and EPA agree to work to find an appropriate place (e.g., the company's web site) to include the disclaimer connected with advertising the qualifying products.

EPA certification 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 and as verified by audit, meets the requirements of the Safer Choice and Design for the Environment Standard. EPA relies solely on [Company Name] and its suppliers, their integrity and good faith, for information on the product's composition, ingredients and attributes. EPA has not independently verified – via chemical analysis – the ingredients in the product, nor evaluated any of [Company Name]'s non-ingredient claims. EPA provides its evaluation only as to the product's human health and environmental characteristics, as specified in the Safer Choice and Design for the Environment Standard.

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 make available to EPA for review and approval any materials, including press releases, promotional materials and advertisements that [Company Name] develops in connection with the partnership, and especially information that describes or characterizes the Safer Choice program or EPA's position on issues related to the specific product sector.

[Company Name] agrees to discontinue use of the Safer Choice label or any other form of EPA certification, within 30 days, under the following circumstances: If [Company Name] stops formulating the Qualifying Products using the agreed upon ingredients; upon the termination of this Agreement; or, if so notified by EPA in writing when, pursuant to Section 3.4 of the Standard, continuation of the partnership and certification of products in a certain class would adversely affect the value of the program's label and undermine its health-and-environmental-protection goals. [Company Name] further agrees that it will use its best efforts to ensure that any associated merchants, distributors, or online vendors also cease use of the label.

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, 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 its best estimate of the production volume of the Qualifying Products (if possible, in pounds per year or gallons per year).

At EPA's request, [Company Name] agrees to make available to EPA, on a confidential basis, formulation bills of materials that confirm that the Qualifying Products contain 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 product market and agrees to inform EPA about the Qualifying Products' influence on the market, including growth in sales and number of new customers, as well as the perceived value in Safer Choice certification. [Company Name] agrees to report on customer acceptance of and satisfaction with these products 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 Products. As a condition of partnership, [Company Name] has demonstrated to EPA the performance of its Qualifying Products according to the guidelines provided by Safer Choice (see www.epa.gov/saferchoice/standard). [Company Name] agrees to also share with EPA the results of any additional performance testing or verification when that information becomes available.

11 Confidentiality

In matters relating to this Safer Choice 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 14 of this Agreement is covered by the foregoing sentence.

EPA agrees to only use the information provided by [Company Name] for purposes related to the [Company Name]-EPA 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 add new Qualifying Products to this Agreement when reformulated. 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 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 Safer Choice-certified products.

A private label product may carry the Safer Choice label provided that its contents are either identical to those in a specified Safer Choice-certified 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 Safer Choice label provided that its contents are identical to those in a specified Safer Choice-certified product.

Ready To Use private label products – where the dilution of a certified concentrate is conducted by the private label company – can be certified as a private label on a case-by-case basis. The partner must communicate to Safer Choice the concentrate that is being diluted and verify the corresponding dilution rates.

Before manufacture of any private label product that will carry Safer Choice certification, [Company Name] must inform and receive permission from Safer Choice, indicating the name of the private label product, the label owner, and the specific Safer Choice-certified 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 Safer Choice, indicating the name of the licensee or toll manufacturer and of the specific Safer Choice-certified 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 Safer Choice 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]-Safer Choice partnership comport with the Standard and criteria documents, [Company Name] agrees to participate in Safer

Choice's surveillance and auditing program. The program will consist of annual audits: an on-site audit must take place within the first year of partnership formation, provided that the partnership products are being manufactured, and then once per three-year partnership period; and desk audits will occur in the non-site audit years, including a renewal in the year of partnership renewal, as appropriate.

[Company Name] will make its manufacturing facilities and certified-product-related records available to Safer Choice-authorized third-party profilers. On an annual basis, [Company Name] agrees to submit to the third-party profiler desk audit materials as specified in the Standard, Annex C.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 certification (e.g., use of the Safer Choice label) comport with this agreement.

Approximately every three years, [Company Name] will allow a third-party profiler to visit its manufacturing facility and conduct an audit, which will include the elements listed in the Standard, Annex C.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 third-party profiler and to Safer Choice, 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 Safer Choice, the third-party profiler shall confirm that [Company Name] has taken the remedial action necessary to assure Safer Choice of [Company Name]'s ability to satisfy the terms of this agreement. [Company Name] agrees to adhere to the implementation and compliance schedules Safer Choice establishes and may revise from time to time (see Safer Choice Implementation and Compliance Schedules at <https://www.epa.gov/saferchoice/safer-choice-implementation-and-compliance-schedules>).

Unaddressed or egregious noncompliance may serve as grounds for terminating the partnership. In any case of serious noncompliance, [Company Name] may be asked to do the following: immediately cease use of the Safer Choice label; estimate the quantities of currently certified product; and confirm the cessation and estimate in writing. Procedures for handling existing stocks of products and labels will be determined on a case-by-case basis.

15 Ingredient Communication

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

[Company Name] must disclose all intentionally added ingredients in their Safer Choice-certified 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(l)).

[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 Safer Choice. 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. If disclosure occurs via a toll-free number, it must be available to the public at all times.

[Company Name] must use the Chemical Abstracts Service (CAS) Registry 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; the Household & Commercial Products Association (HCPA) 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 HCPA 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% (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%, ingredients may be listed in any order.

16 Primary Packaging

In accordance with Section 4.2.5 of the Standard, [Company Name] agrees that its primary packaging will either be recyclable and be made of a certain percentage of post-consumer recycled content (specified below), or be designed to be reused. For packaging that is recyclable, [Company Name] must also meet the minimum post-consumer recycled content (by weight) for various packaging material as listed below. Multi-material packaging will be considered on a case-by-case basis.

- Plastic packaging requires 15% minimum post-consumer recycled content.
- Glass packaging requires 25% minimum post-consumer recycled content.
- Fiber/cardboard/paper packaging requires 50% minimum post-consumer recycled content.
- Metal packaging requires 30% minimum post-consumer recycled content.

In certain circumstances, if [Company Name]'s primary packaging cannot meet the requirements for recyclability and/or minimum post-consumer recycled content, the partner may request an exemption to these criteria and provide a rationale and supporting documentation for the exemption.

[Company Name] further agrees that its product labels associated with primary packaging will not affect recyclability. [Company Name] will include clear instructions, or a link to online instructions, on the packaging regarding how to recycle.

In addition, [Company Name] agrees that the following chemical ingredients will not be intentionally introduced into packaging materials: cadmium, lead, mercury, hexavalent chromium, per- and polyfluoroalkyl substances (PFAS); bisphenol-based chemicals such as Bisphenol A (BPA); and 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 Partnership will terminate three years from the date of signature, unless the parties renew a Partnership Agreement prior to the expiration date. EPA will, upon request, provide additional time past the expiration date to complete the product renewal process, provided that [Company Name] is otherwise in compliance and pursuing product renewal; during this time, which must not exceed six months, all provisions in the Agreement will remain in effect.

If the Agency becomes aware of serious adverse health or environmental effects implicating a product class, EPA may end an existing partnership in that class during the partnership period and discontinue product certification in the class, as circumstances warrant. In such a case, EPA will notify the affected partners and stakeholders of the situation and its intention to exit the class. EPA may provide an opportunity for comment. If EPA decides to end an existing partnership, EPA will allow a period of time for the partner to cease use of the label.

We agree to these terms and provisions:

For [Partner Company]

For the U.S. Environmental Protection
Agency

[Signatory]
[Signatory Title]

[Signatory]
[EPA Signatory Title]

Date _____

Date _____