

Memorandum of Understanding between
The United States Environmental Protection Agency
and
(Computer / Monitor Company)

I. Common Agreements and Principles

A. This is a voluntary agreement between (Computer / Monitor Company) ("EPA Energy Star Computers Partner" or "Partner") and the United States Environmental Protection Agency (EPA), by which (Computer / Monitor Company) joins the EPA Energy Star Computers program.

B. EPA Energy Star Computers Partner and EPA agree that the primary purpose of the EPA Energy Star Computers program is to promote the manufacturing and marketing of energy-efficient computer equipment, thereby potentially reducing combustion-related pollution.

C. EPA Energy Star Computers Partner and EPA agree that the use of energy efficient computer equipment may also increase profits and competitiveness, as well as enhance national energy security.

D. EPA Energy Star Computers Partner and EPA agree that the EPA Energy Star Computers program may also improve or enhance computer equipment's useful lifetime, customer satisfaction, and overall product quality.

E. EPA Energy Star Computers Partner and EPA agree that publicizing the EPA Energy Star Computers program is important to demonstrating the concern of Partner for the environment, the vitality of the free enterprise system in reducing costs, and the capability of voluntary programs to achieve national goals.

F. EPA Energy Star Computers Partner and EPA agree that maintaining public confidence in the credibility of the EPA Energy Star Computers program is critical to achieving the shared goals of Partner and EPA.

G. EPA Energy Star Computers Partner and EPA agree that membership in the EPA Energy Star Computers program is essential to the cooperative effort to achieve the shared goals stated above.

H. This agreement can be terminated by EPA Energy Star Computers Partner and EPA with no penalty.

II. EPA Energy Star Computers Partner's Responsibilities

A. EPA Energy Star Computers Partner agrees to appoint a responsible representative of the company as liaison with EPA for the EPA Energy Star Computers program and to notify EPA within one month of any change in liaison responsibility. (See Attachment.)

B. EPA Energy Star Computers Partner will introduce one or more specific models of personal computer and/or monitor that have the capability of going to a low-power state either after a period of inactivity or at a predetermined time selected by the user. For the personal computer, activation of the low-power state may be contingent upon the use of software that must be specified by the manufacturer of the computer. For either a personal computer or monitor, a low-power state is defined as 30 watts or less of power. If the monitor is included in the computer casing and is not powered directly from a wall outlet, the system may be qualified at 60 watts.

Equipment definitions:

- "Personal computer" is described for this MOU as a commercial desk-top, desk-side, or smaller single user unit manufactured as a standard model. To qualify, the unit must be capable of being powered from a wall outlet, but this does not preclude battery powered units. Exit outlets mounted on the system enclosure for the connection of peripheral equipment which impose no load on the system power supply are not included in the wattage calculation. Fans and other devices necessary for the operation of the unit are included in the wattage calculation.
- "Monitor" is a cathode-ray tube (CRT), liquid crystal display (LCD) or other display device and its associated electronics. The monitor may be sold separately or included in the computer casing.

It is the responsibility of the manufacturer to associate EPA, the EPA Energy StarSM logo, and the EPA Energy Star Computers program only with those configurations that qualify under the terms and conditions of this Memorandum of Understanding.

Power consumption shall be measured from the outlet to the product bearing the EPA Energy StarSM logo. The above conditions will apply to products as they are shipped from the manufacturer and do not relate to energy consumption changes that may result from changes made by the computer user.

C. EPA Energy Star Computers Partner agrees to offer education to its customers about the energy savings and potential pollution reductions achieved by manually turning off existing computers.

D. EPA Energy Star Computers Partner agrees to offer education to its employees about the advantages of energy savings and energy efficient computer equipment to the extent that it is possible and consistent with corporate policies.

E. At EPA's request Partner will endeavor to locate customers who have profited from the program and are willing to share information about performance and savings, as well as employees who have contributed in its success. This customer or employee supplied information is to be without reference or endorsement of specific Partner, specific products, or other supply sources.

F. EPA Energy Star Computers Partner understands that participation in the EPA Energy Star Computers program does not constitute EPA endorsement of EPA Energy Star Computers Partner.

III. EPA's Responsibilities

A. EPA agrees to designate a single liaison point for the EPA Energy Star Computers program, and to notify Partner within one month of any change in liaison responsibilities. Please send signed MOU and other correspondence to this person. (See Attachment.)

B. EPA agrees to make an effort to encourage consumer acceptance of computers introduced under this agreement and bearing the EPA Energy StarSM logo.

1. EPA agrees to seek cooperation with U.S. government institutions involved with computer equipment to remove any unjustified regulatory barriers to purchasing energy-efficient computer equipment.

2. EPA agrees to use its best efforts to create a voluntary program by which computer consumers are made aware of the advantages of buying computers bearing the EPA Energy StarSM logo.

3. EPA agrees to work with other federal agencies in order to encourage those agencies to procure computers bearing the EPA Energy StarSM logo when evaluating equivalent or approximately equivalent products in order to reduce the energy consumed by those agencies.

C. EPA agrees to provide Partner with recognition for its public service in protecting the environment by performing analyses about the pollution prevented by corporate participants, and providing this and other program information to appropriate news media sources for publication.

D. EPA agrees to promote energy efficient computers and inform consumers about the EPA Energy Star Computers program and EPA Energy StarSM logo by writing articles and/or cooperating with the news media by sharing information, where appropriate.

E. EPA agrees to work with Partner independently and/or in conjunction with other Partners to coordinate the placement of advertisements to promote energy efficient computers, educate consumers about the EPA Energy Star Computers program and logo, and provide Partner with due recognition for its public service in protecting the environment.

IV. Development and Use of the EPA Energy StarSM Logo

A. EPA agrees to develop and register as a trademark a logo that EPA Energy Star Computers Partner may use to indicate that Partner has made energy efficiency and pollution prevention improvements in its equipment. The logo may be used with products, as well as associated packaging, literature, and

advertisements for products that have fulfilled the commitments outlined in Section II, Item B. Partner shall not associate the logo with products that have not qualified pursuant to Section II, Item B.¹

Where the EPA Energy StarSM logo is used, Partner agrees that it shall be accompanied by the following statement: "As an Energy Star Partner, *(Computer/Monitor Company)* has determined that this product meets the Energy Star guidelines for energy efficiency."

B. EPA agrees to accept the test data as submitted by Partner, whether it is self-determined or determined by independent third party, if requested by the EPA concerning computers using the EPA Energy StarSM logo, to determine that these are consistent with Section II, Item B. EPA reserves the right to conduct tests consistent with Section II, Item B on such products bearing the EPA Energy StarSM logo from either the open market or other available sources, or voluntarily received from Partner.

C. In order to ensure maximum acceptance of the EPA Energy Star Computers program by industry members, EPA will not permit any Partner to use the EPA Energy StarSM logo or advertise voluntarily meeting EPA Energy Star Computers program criteria prior to June 17, 1993--one year from the announcement of the EPA Energy Star Computers program.

D. If either EPA or Partner terminates this Agreement, Partner will no longer be entitled to apply the EPA Energy StarSM logo to newly manufactured products, and will no longer make reference to the EPA Energy Star Computers program so as to construe continuing involvement in the program.

V. Use of EPA-Developed Materials

A. EPA Energy Star Computers Partner agrees to promote the EPA Energy Star Computers program through any acceptable news media methods, including EPA-developed materials. Both parties agree that publicizing the EPA Energy Star Computers program is a valuable method to aid in achieving the aims of pollution reduction benefits in energy-efficient computer equipment. EPA-developed materials may be used by Partner as resource material for publicizing the EPA Energy Star Computers program.

B. EPA agrees to loan to Partner, at Partner's request, camera-ready negatives, mechanicals, and other directly reproducible materials, from which Partner can create:

1. EPA Energy StarSM logo
2. EPA Energy Star Computers brochures
3. Other EPA Energy Star Computers materials

C. EPA agrees not to charge Partner for such loans.

¹ For example, in an advertisement containing a photo of a personal computer and monitor, where only the personal computer qualifies under the terms of the MOU, Energy Star Computers Partner shall clearly indicate that the monitor is not associated with the EPA ENERGY STAR COMPUTERS program.

D. EPA Energy Star Computers Partner agrees not to alter the EPA Energy StarSM logo. Partner agrees to reproduce other EPA-developed materials faithfully, and agrees not to alter their form, content, or appearance, except, at Partner's option, to add the phrase "Distributed at no cost by [EPA Energy Star Computers Partner], with permission of EPA's Energy Star Computers program," as well as Partner's logo, address, and phone number.

E. EPA Energy Star Computers Partner agrees to use recycled paper for all of its reproductions of the above brochures.

F. EPA Energy Star Computers Partner agrees to distribute EPA-developed material, either as is or upon reproduction, to employees and customers pursuant to Section II, Items D and E, for the purpose of promoting EPA Energy Star Computers program objectives.

VI. Conflict Resolution

A. Each party agrees to assume good faith as a general principle for the EPA Energy Star Computers program.

B. Both parties agree to informally notify each other if any problems arise and to work together to provide maximum public confidence in the program.

C. Either party can terminate this agreement and both will then cease to publicize Partner's participation in EPA Energy Star Computers in accordance with the elements of Section IV, Item

D. If, following good faith efforts to resolve concerns informally, EPA determines that Partner is not meeting all of its commitments as a participant in the EPA Energy Star Computers program, EPA agrees to notify Partner by registered letter. Partner agrees to respond in writing via registered letter within 20 business days of receiving EPA's letter. If EPA then determines that its concerns are still not being adequately addressed, EPA agrees to send a second registered letter, within 20 business days after receiving Partner's letter, which specifies corrective actions sought by EPA and states that Partner is in danger of losing its "good standing" status within the EPA Energy Star Computers program. Partner agrees to reply to EPA in writing via registered letter within 20 business days after receiving EPA's second letter. At that time, Partner will do one of the following: (a) undertake in a timely and effective manner, the corrective actions sought by EPA; or (b) voluntarily terminate this agreement. If Partner does not respond to either of EPA's letters within 20 business days, Partner and EPA agree to interpret the lack of response as termination of this agreement.

If EPA Energy Star Computers Partner believes that EPA is not meeting all of its commitments, Partner agrees to formally notify EPA by registered letter. EPA agrees to respond in writing via registered letter within 20 business days of receiving Energy Star Computers Partner's letter. If Partner then determines that its concerns are still not being adequately addressed, it agrees to send a second registered letter, within 20 business days of receiving EPA's letter, which specifies the areas in which

Partner believes EPA remains deficient. EPA agrees to reply in writing, via registered letter, within 20 business days of receiving Partner's second letter. At that time, EPA will do one of the following: (a) undertake the corrective actions sought by Partner, or (b) explain why such corrective actions will not be undertaken.

Termination of this Agreement through the procedures outlined above will be the only remedy available for failure to comply with the terms of this agreement.

VII. Other Provisions

A. Each party's commitments will be subject to any legal restrictions that may apply.

B. EPA agrees that information provided by Partner to EPA will be treated pursuant to EPA's public information regulations under 40 Code of Federal Regulations, Part Two.

As representatives of EPA and (*Computer / Monitor Company*), we, the undersigned, do hereby execute this Memorandum of Understanding on the latter of the dates indicated below.

For the U.S. Environmental Protection Agency (EPA):

Signature: _____ Date: _____

Name: Paul Stolpman

Title: Director, Office of Atmospheric Programs

For (signee):

Signature: *sample -- sample -- sample* _____ Date: _____

Name: _____

Title: _____

TO JOIN THE PROGRAM, please fill out this form (print neatly or type), attach a brief product line description, and fax it to 202-233-9578 to receive a customized Computer/Monitor Memorandum of understanding. Custom Agreements are sent by mail so please allow 5-10 business days for it to arrive.

Company name exactly as you would like it to appear on the agreement:

Name of contact person:

Company Address: