

**Amendment to the
Memorandum of Understanding between
The United States Environmental Protection Agency
and
FIELD(Company_1)**

I. The purpose of this amendment is to modify the voluntary agreement between **FIELD(Company_1)** (“EPA ENERGY STAR Partner” or “Partner”) and the United States Environmental Protection Agency (EPA) dated (*Month/Day/Year*). The changes provided in this amendment shall be applied to Tier 2 copier models (i.e., copier models introduced on or after July 1, 1997). Partner may, however, choose to implement some or all of these changes earlier.

II. Section II.A of the MOU shall be deleted and replaced with the text below.

A. Copier: A commercial reprographic imaging unit whose sole function is the production of duplicates from a graphic hard copy original. A copier must include a marking system, an imaging system, and a paper handling module. All black and white plain paper copier technologies are covered under this MOU, though the intent is to focus on widely-used standard copier equipment such as light lens copiers. The specifications outlined below apply to copiers designed for letter-sized paper (or A4). Large format copiers designed to handle 17" X 22" (or A2) paper or larger may be qualified under this program by complying with the specifications for low speed copiers. Copiers qualified under this MOU shall be divided into three categories: low speed copiers, medium speed copiers and high speed copiers.

III. Section II.C of the MOU shall be deleted and replaced with the following text.

C. Accessory: A piece of additional equipment that is not necessary for the standard operation of the base unit, but that may be added before or after shipping in order to enhance or change copier performance. An accessory may be sold separately under its own model number, or sold with a base unit as part of a copier package or configuration. Examples of accessories include: sorters, large capacity paper feeders, etc. It is assumed that the addition of an accessory, irrespective of its own power consumption, will not substantially increase (more than 10 percent) the off mode power consumption of the base unit. Any accessories shall not impede the normal operation of the auto-off and low-power features.

IV. Section II of the MOU shall be revised to include a definition for weekly timers.

N. Weekly Timer: An internal device that turns a copier on and off at predetermined times each business day. When programming a timer, the

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customer shall be able to distinguish between business days and weekends/holidays (i.e., a timer shall not turn on a copier on Saturday and Sunday mornings if employees are not normally in the office on weekends). The customer shall also have the ability to disable the timer. Weekly timers are *optional* features, and therefore are not required on ENERGY STAR compliant copiers. If included in copier models, weekly timers shall not conflict with the functioning of the low-power and auto-off features.

V. Table 2 in Section IV.B.1 of the MOU shall be replaced by the following table.

Table 2. Tier 2 Criteria for the ENERGY STAR Copier Program. (July 1, 1997)

Copier Speed ² (copies per minute)	Low-Power Mode ³ (watts)	Recovery Time 30 seconds	Off Mode (watts)	Off Mode Default Time	Automatic Duplex Mode
$0 < \text{cpm} \leq 20$	None	NA	≤ 5	≤ 30 min.	No
$20 < \text{cpm} \leq 44$	$3.85 \times \text{cpm} + 5$	Yes	≤ 15	≤ 60 min.	Optional
$44 < \text{cpm}$	$3.85 \times \text{cpm} + 5$	Recommended	≤ 20	≤ 90 min.	Default

The power consumption specifications for the off mode have been revised to provide Partners with the opportunity to include more features on their copiers, such as weekly timers. Note that weekly timers may be incorporated, but shall not adversely affect or interfere with the normal operation of the auto-off feature. It is EPA's intention that any added features complement the off mode. In other words, copiers with weekly timers shall meet the specifications provided in Table 2 in order to qualify for the ENERGY STAR label.

VI. The text in footnote #2, which appears in Section IV.B of the MOU, shall be replaced with the following text.

²To qualify as ENERGY STAR compliant, large format copier models designed to handle primarily A2 or 17" x 22" paper or larger shall meet the specifications for low speed copiers ($0 < \text{cpm} \leq 20$) provided in Table 2.

VII. Paragraph 2 of Section IV.B.1 of the MOU shall be deleted and replaced with the following text.

For Tier 2, Partner shall ship copier models with the default time for the low-

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power mode set at 15 minutes. Partner shall set the default times for the auto-off feature to the levels specified in Tables 1 and 2 above. The default times for the off mode and the low-power mode shall be measured from the time the last copy was made. (See Figure 1.)

VIII. Paragraph 3 of Section IV.B.1 of the MOU shall be deleted and replaced with the text below.

For all copier speeds where it is *optional* that the duplex mode be set as the default, if a model is shipped with automatic duplexing capabilities, then it is *recommended* that duplexing be set as the default mode. Partner may provide users with the ability to override this default duplex mode for single-sided copies.

For all copier speeds where it is *required* that duplex be set as the default, Partner may provide users with the option to override this default mode for a specific copying job that requires single-sided copies. Once the particular single-sided job is completed, however, the copier model shall return to its default duplex mode. The default duplex mode shall only apply when originals are fed from the automatic document feeder. (Please note that the automatic duplex mode may be disabled by Partner or designated service representative at the customer's request. See Section IV.B.3.c of the MOU.)

IX. Section IV.B.3.a of the MOU shall be deleted and replaced with the language below.

a. Default Times

After shipping, the Partner, designated service representative, or customer may change the default times for the low-power mode and/or the off mode, but only up to a factory-set maximum of 240 minutes (i.e., the combined total of the default times shall not exceed 240 minutes). (See Figure 1.)

X. The proceeding text shall be added immediately after Section IV.B.3.c of the MOU.

d. Disabling the Auto-Off Feature

In an individual case where the auto-off feature is causing a customer sizable inconvenience due to his/her particular usage patterns, the Partner, designated service representative, or customer may disable this auto-off feature. If Partner chooses to design its copier models to allow the customer to disable the auto-off feature, then the disable option shall be accessed in a manner different from the time settings (e.g., If a software menu provides off mode delay times of 30, 60,

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90, 120, and 240 minutes, then “disable” or “off” shall not be a choice in this menu. It shall be a hidden (or less obvious) choice or included in a different menu.).

XI. The following text shall be added to Section IV.C.1 of the MOU.

Partner shall also provide in the user’s manual and/or other collateral sales and marketing materials three specific pieces of information regarding the auto-off feature. First, the economic and environmental benefits of using the auto-off feature shall be addressed. Second, Partner shall explain that the copier model is shipped with the auto-off feature enabled and clearly state the default time. Third, Partner shall suggest how to determine the appropriate default time (based on the user’s work pattern) and provide instructions for changing the time setting. In addition, Partner may explain the process for disabling the auto-off feature (e.g., by providing written instructions and/or by including a customer support telephone number), so long as the benefits of the feature and instructions for extending the default time are discussed first.

XII. The following text shall be added immediately after Section IV.G of the MOU.

H. Through its normal training process, EPA ENERGY STAR Partner agrees to develop and disseminate ENERGY STAR training materials that explain the benefits of compliant copiers to sales personnel and dealers or designated service representatives. These materials shall emphasize that the low-power and off modes conserve energy, which helps to prevent air pollution and saves money on utility bills. Dealers or designated service representatives shall also be encouraged to extend the auto-off default time up to a maximum of 4 hours before electing to disable the feature. In addition, Partner shall communicate the benefits provided by the automatic duplex mode (e.g., reduced paper costs, decreased national energy consumption, and less paper in the waste stream) to sales personnel and dealers or designated service representatives.

XIII. The following text shall be added immediately after Section IV.H of the MOU.

I. EPA ENERGY STAR Partner shall attempt, where feasible, to track dealer/designated service representative and customer reactions to the auto-off feature and other aspects of the ENERGY STAR Copier Program. Partner agrees (assuming that no confidential or competitively valuable information is disclosed) to share this information with EPA in an effort to continually improve the ENERGY STAR Copier Program and ensure its relevance in the marketplace. In turn, EPA agrees to share the information it collects (appropriately aggregated to preserve any confidential information) with all Partners.

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XIV. This amendment to the Copier MOU shall become effective immediately upon signature by EPA and **FIELD**(Company_1).

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The undersigned hereby execute this amendment to the Copier Memorandum of Understanding on behalf of their parties. The signer of this agreement affirms that he/she has the authority to commit Partner to participation in the ENERGY STAR Office Equipment Program.

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

Signature: _____ Date: _____

Name: Paul M. Stolpman

Title: Director, Office of Atmospheric Programs

For **FIELD(Company_1):**

Signature: _____ Date: _____

Name: _____

Title: _____