



United States Environmental Protection Agency
Energy Star Computers Program
Washington, DC 20460 (MC: 6202J)
(Phone) 202-233-9114; (Fax) 202-233-9578



Dear Colleague:

Attached is a sample copy of the Energy Star agreement or Memorandum of Understanding (MOU) for manufacturers of printers. You may sign an MOU to cover any printers that you sell under your own "brand name." If you sell your products to other manufacturers, they will also need to join the program if they want to use the Energy StarSM logo.

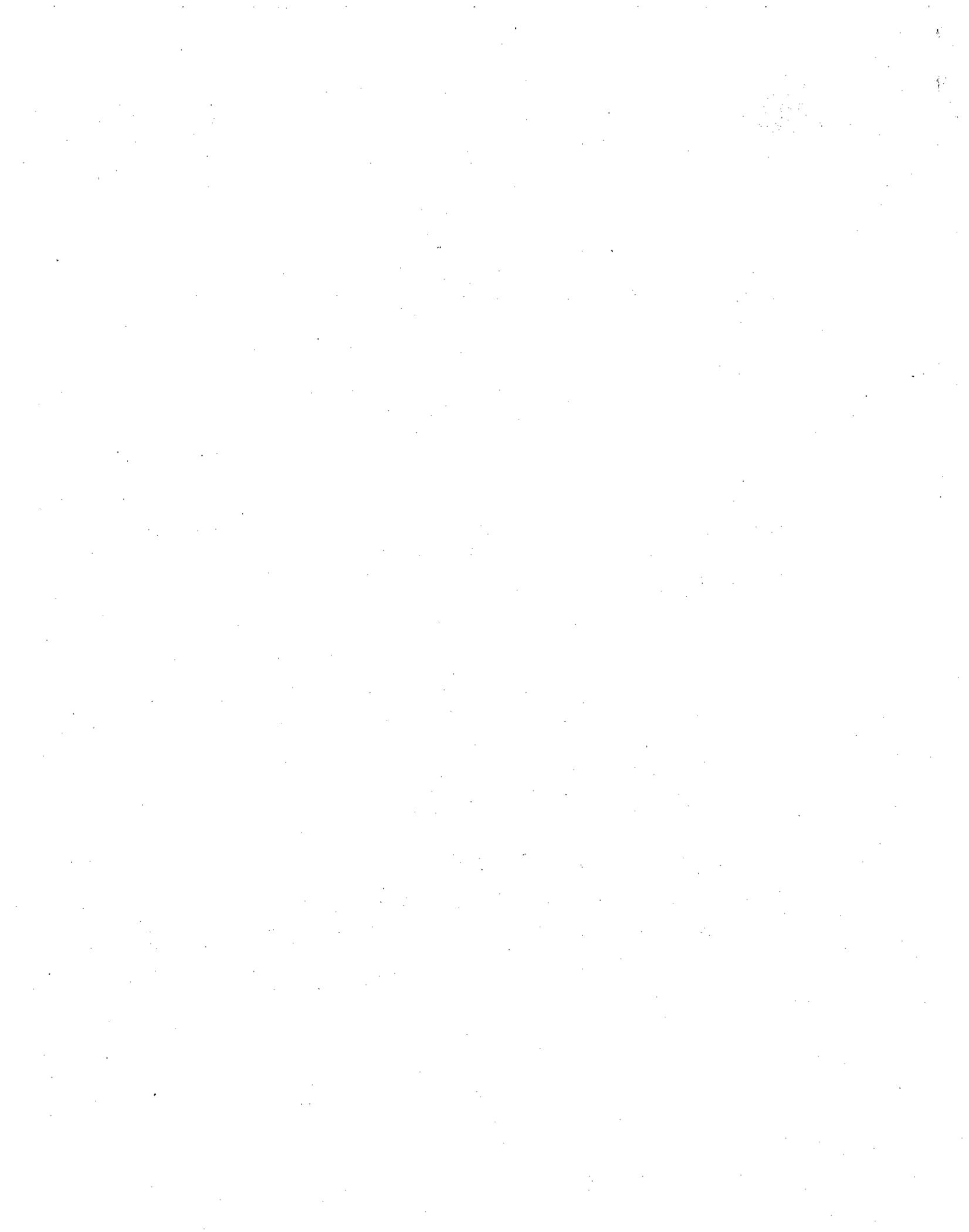
If you have any questions on the agreement, please call, fax or mail them to the EPA at the address above.

Next Steps:

- If your company would like to join the program and become an Energy Star "Partner", please request a custom MOU by completing the form on the last page of this document and faxing it to the EPA (202-233-9578).
- We will mail you the custom MOU once it has been prepared. Please allow 5-10 business days for it to arrive.
- Once a senior official in your company has signed the MOU, please mail the entire original document (all 9 pages) back to EPA. The time frame is up to you.
- Once we receive it, your company's name will be added to our Participants List, the MOU will be signed by EPA, and a copy will be returned to you. Reproducible copies of the Energy StarSM logo will be sent to you as a part of your Welcome Aboard Package. Please allow 7-12 business days for the package to arrive (longer for international mailings).
- The Welcome Aboard Package will also include logo use guidelines, testing guidelines, and product report forms. Upon receipt of completed reporting forms, EPA will enter your product information into our Energy Star Compliant Product Database.

Regards,

Linda Latham, Program Manager
Energy Star Computers



Memorandum of Understanding between
The United States Environmental Protection Agency
and
(Printer Manufacturer)

I. Common Agreements and Principles

- A. This is a voluntary agreement between (Printer Manufacturer) ("EPA Energy Star Printers Partner" or "Partner") and the United States Environmental Protection Agency (EPA), by which (Printer Manufacturer) joins the EPA Energy Star Computers program for printers.
- B. EPA Energy Star Printers Partner and EPA acknowledge that the primary purpose of the EPA Energy Star Computers program is to promote the manufacturing and marketing of energy-efficient office automation equipment, thereby potentially reducing combustion-related pollution.
- C. EPA Energy Star Printers Partner and EPA acknowledge that the use of energy efficient office automation equipment may also increase profits and competitiveness, as well as enhance national energy security.
- D. EPA Energy Star Printers Partner and EPA agree that the EPA Energy Star Computers program may also improve or enhance office equipment's useful lifetime, customer satisfaction, overall product quality and the office environment.
- E. EPA Energy Star Printers 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 Printers 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 Printers 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 either EPA Energy Star Printers Partner or EPA with no penalty.

II. EPA Energy Star Printers Partner's Responsibilities

- A. EPA Energy Star Printers Partner agrees to appoint a responsible representative of the company as liaison with EPA for the EPA Energy Star Computers program for printers and to

notify EPA within one month of any change in liaison responsibility. (See Attached.)

B. Product Qualification for the EPA Energy StarSM logo:

1. EPA Energy Star Printers Partner will introduce one or more specific models of printers that have the capability of entering a low-power state after a period of inactivity or maintain a level of power consumption at or below the level of power specified in figure 1, below. With regard to the printers that enter a low power state, Partner shall set the printer's default to activate the low-power state at no more than the time specified below from the completion of the last print job. A low-power state is defined to be at or below the level of power specified in figure 1, below.

Figure 1.

Printer Speed (Pages Per Minute)	Default Time to Low-Power State (Minutes)	Maximum Power Consumption in Low-Power State (Watts)
1 - 7	15	30
8 - 14	30	30
15 and above, and all color laser printers	60	45

2. For the purposes of this MOU, "Printer" is described as imaging equipment manufactured as a standard model that serves as a hard-copy output device and is capable of receiving information from single-user or networked computers. In addition, the unit must be capable of being powered from a wall outlet.

3. 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.

4. Power consumption shall be measured from the outlet to the printer 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 Printers Partner agrees to offer education to its customers about the energy savings and potential pollution reductions achieved by manually turning off existing printers, and using an application software's "print-preview" function, if available, as a substitute for printing.

D. EPA Energy Star Printers Partner agrees to offer education to its employees about the advantages of energy savings and energy efficient office 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 Printers Partner understands that participation in the EPA Energy Star Computers program does not constitute EPA endorsement of EPA Energy Star Printers Partner.

III. EPA's Responsibilities

A. EPA agrees to designate a single liaison point for the EPA Energy Star Computers program for printers, and to notify Partner within one month of any change in liaison responsibilities. (See Attachment.)

B. EPA agrees to make an effort to encourage consumer acceptance of printers introduced under this agreement and which qualify to bear the EPA Energy StarSM logo.

1. EPA agrees to seek cooperation with U.S. government institutions involved with office equipment, including printers, 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 office equipment consumers are made aware of the advantages of buying printers bearing the EPA Energy StarSM logo.

3. EPA agrees to work with other federal agencies in order to encourage those agencies to procure printers 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 creating lists of participating companies and by providing this and other program information to appropriate news media sources.

D. EPA agrees to promote energy efficient printers 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 and issuing press releases, 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 printers, 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.

F. EPA agrees to offer education about the energy savings and potential pollution reductions achieved by manually turning off existing printers, using two-sided copying where desirable, using application software's "print-preview" function where available as a substitute for printing, draft printing mode for hard-copy reviews and using recycled paper where possible.

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 Printers 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: "The Energy Star emblem does not represent EPA endorsement of any product or service."

B. If EPA requests test data concerning printers using the EPA Energy StarSM logo in order to determine that these are consistent with Section II, Item B, EPA agrees to accept the test data as submitted by Partner, whether it is self-determined or determined by an independent third party. 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, voluntarily received from Partner, or from other available sources.

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 on products or advertisements prior to June 17, 1993.

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

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

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 Printers Partner for printers 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.

D. EPA Energy Star Printers 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 Printers Partner], with permission of EPA's Energy Star Computers program," as well as Partner's logo, address, and phone number.

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

F. EPA Energy Star Printers 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. 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 Printers 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 Printers 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.

D. Either party may terminate this agreement at any time for any reason. In the event of termination of this agreement, both parties will cease to publicize Partner's participation in EPA Energy Star Computers in accordance with the elements of Section IV, Item D.

VII. Entry Into Force and Duration

A. This MOU enters into force when signed by both EPA and Partner.

B. EPA and Partner agree that as market conditions change and technology improves, printers bearing the EPA Energy StarSM logo may become relatively common, and it will be desirable to define a more energy-efficient target for the program.

C. This MOU shall remain in force until such time that it is terminated by either party, or supplanted by new program requirements.

VIII. 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 (*Printer Manufacturer*), 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 Printer 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:

Tel:

Fax: