



United States Environmental Protection Agency
 Energy Star Computers Program
 Washington, DC 20460 (MC: 6202J)
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New MOU Agreement - Summary of Changes

PRINTERS, FAX MACHINES, & PRINTER/FAX COMBOS

Market Segment (pages per minute) ¹	Average Watts Low-Power Mode	Printer Default Time ²	Fax Default Time
0 < ppm ≤ 7	15 W	15 minutes	5 minutes
7 < ppm ≤ 14	30 W	30 minutes	5 minutes
ppm > 14 and high-end color	45 W	60 minutes	15 minutes

Fax Machines: Plain paper fax machines (e.g., ink jet/bubble jet, laser/LED, and thermal transfer) whose primary function is sending and receiving faxes.

Printers: Covers standard desktop printers such as ink jet, laser/LED, dot matrix, as well as high-end color printers (thermal wax transfer, color laser, and high-end laser-quality ink jet). Power numbers apply to models *as shipped from the manufacturer*.

Printer/Fax Combo: Products that are marketed and sold as fully functional printers that also have the ability to send and receive faxes.

TIMELINE:

Launch Date: Introduced the new "Printer and Fax" MOU **October 21, 1994** at the Energy Star Computers Conference.

Printers and Printer/Fax Combo products can continue to be qualified under the current MOU **until September 30, 1995**. The new power numbers will apply to new Printers and Printer/Fax combos that are **introduced after October 1, 1995**. (The new MOU will not apply retroactively to printers that are already on the market.)

Beginning July 1, 1995, stand-alone fax machines can be qualified under the new numbers (15W or 30W depending on print-engine speed). This will coincide with the first introductions of Energy Star copiers.

¹Based on rated print engine speed.

²Printer/Fax combo products may be set at the printer default times.

Memorandum of Understanding between
The United States Environmental Protection Agency
and
(Printer/Fax Company)

I. Common Agreements and Principles

- A. This is a voluntary agreement between *(Printer/Fax Company)* ("EPA Energy Star Partner" or "Partner") and the United States Environmental Protection Agency (EPA), by which *(Printer/Fax Company)* joins the EPA Energy Star Program. The terms of this MOU shall apply to printers, facsimile (fax) machines, and combination printer/fax machines sold by Partner under its own brand name(s).
- B. EPA Energy Star Partner and EPA agree that the primary purpose of the EPA Energy Star Program is to promote the manufacturing and marketing of energy-efficient equipment, thereby potentially reducing combustion-related pollution.
- C. EPA Energy Star Partner and EPA agree that the use of energy-efficient equipment may also increase profits and competitiveness.
- D. EPA Energy Star Partner and EPA agree that the EPA Energy Star Program may also improve or enhance equipment's useful lifetime, customer satisfaction, and overall product quality.
- E. EPA Energy Star Partner and EPA agree that publicizing the EPA Energy Star Program is important to demonstrate the following: 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 environmental goals.
- F. EPA Energy Star Partner and EPA agree that maintaining public confidence in the EPA Energy Star Program is critical to achieving the shared goals of Partner and EPA.
- G. EPA Energy Star Partner and EPA agree that membership in the EPA Energy Star Program is essential to the cooperative effort to achieve the shared goals stated above.

II. Definitions

- A. **Printer:** 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. This definition is intended to cover products that are advertised and sold as printers.
- B. **Fax Machine:** Imaging equipment manufactured as a standard model that serves as a hard-copy output device whose primary function is sending and receiving information. Plain paper fax machines

are covered under this MOU (e.g., ink jet/bubble jet, laser/LED, and thermal transfer). The unit must be capable of being powered from a wall outlet. This definition is intended to cover products that are advertised and sold as fax machines.

C. Combination Printer/Fax Machine: Imaging equipment manufactured as a standard model that serves as both a fully-functional printer and fax machine, as defined in II.A and II.B above. This definition is intended to cover products that are marketed and sold as a combination printer/fax device.

III. Entry Into Force and Duration

A. Both parties agree that any previously executed MOU between both parties on the subject of Energy Star printers shall be terminated effective September 30, 1995.

B. Both parties agree that the terms outlined in the new MOU shall become effective for printers on October 1, 1995, though Partner may choose, at its discretion, to implement the new terms prior to this date.

C. Both parties agree to the following schedule for phasing in the new specifications for printers and fax machines contained in this MOU.

1. Printers and Combination Printer/Fax Machines. Models that Partner begins to ship prior to September 30, 1995 may be qualified under Section II.B. of the *prior* printer MOU. Once such models are qualified as Energy Star compliant, they may continue to bear the Energy StarSM logo until the models are phased out of the market (i.e., the new specifications will not apply retroactively to previously qualified products). Models that Partner begins to ship on or after October 1, 1995 must be qualified under the new specifications outlined in Section IV.B, below, though Partner may choose, at its discretion, to implement the new terms prior to this date.

2. Fax Machines. The specifications outlined in this new MOU for fax machines shall become effective on July 1, 1995. Partner may not qualify fax machines prior to this date.

D. Both parties agree that this agreement can be terminated or discontinued by EPA Energy Star Partner or EPA at any time, and for any reason, with no penalty. However, both parties agree that termination for noncompliance would only occur in accordance with the procedures of Section VII., below.

IV. EPA Energy Star Partner's Responsibilities

A. EPA Energy Star Partner agrees to appoint a responsible representative of the company as liaison with EPA for the EPA Energy Star Program for any of the following products: Printers, fax machines, and combination printer/fax machines (product). Partner will notify EPA within one month of any change in liaison responsibility. (See Attachment.)

B. Product Qualification for the EPA Energy StarSM Logo: EPA Energy Star Partner will introduce one or more specific models of printers, fax machines, or combination printer/fax machines 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 Table 1, below. With regard to the products that enter a low power state, Partner shall set the product's default to activate the low-power state at no more than the time specified below from the completion of the last print job, or from last job sent or received.

For the purposes of this MOU, low-end color printers such as color ink jet printers and color dot matrix printers shall be qualified based on print speed. High end color printers, including color laser printers, thermal wax printers, or color thermal transfer printers, shall meet the 45 W power consumption level in low power state.

Table 1.

Product Speed in Pages Per Minute (ppm)	Default Time to Low-Power State ¹ Printer & Printer/Fax Devices	Default Time to Low-Power State ¹ Fax Machines	Average Power Consumption in Low-Power State
$0 < \text{ppm} \leq 7$	15 minutes	5 minutes	15 W
$7 < \text{ppm} \leq 14$, and all plotters or large format printers	30 minutes	5 minutes	30 W
$\text{ppm} > 14$, and all high end color printers	60 minutes	15 minutes	45 W

C. Partner agrees to perform tests, as necessary, to determine which products comply. Based on the results of these tests, Partner shall self-certify those products that it determines are compliant with the specifications outlined above. Partner may submit information to EPA on compliant products on a voluntary basis.

D. Power consumption shall be measured from the outlet or power supply source, to the product under

¹Default times may be changed by the user.

test. Partner must measure the configurations that it ships to the customer, but the partner does not need to consider power consumption changes that may result from component additions made by the ultimate end user. See EPA's testing procedure guidelines for more information.

E. Customer Education

1. **Product Literature.** It is important that consumers understand the power-management feature of their printer, fax, or combination printer/fax machine. Accordingly, Partner shall provide general information to users regarding the Energy Star features of the product. This information might include the following: a description of the method for changing the power management settings or default times, a description of the Energy Star Program, and a discussion of the savings associated with using the power-management feature. Partner may determine the best manner through which to disseminate this general information to users. Examples of acceptable approaches include: user's manual, special brochures included in the shipping box, etc.

2. **Logo Usage.** In order to help educate users and inform them of the energy saving features of their Energy Star printer, fax machine, or combination printer/fax, Partner shall consider placing the Energy StarSM logo on all compliant products, as well as on their associated shipping cartons, brochures, data sheets and advertisements.

F. EPA Energy Star Partner agrees to provide information about the Energy Star Program to all of its employees whose jobs are relevant to the development, marketing, sales, and service of Energy Star products.

G. At EPA's request, Partner will attempt 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.

H. EPA Energy Star Partner understands that participation in the EPA Energy Star Program does not constitute EPA endorsement of EPA Energy Star Partner.

V. EPA's Responsibilities

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

B. EPA will not officially approve any individual test reports voluntarily submitted by Partner. Therefore, Partner shall not include misleading statements in product literature that imply a product is approved or certified by the EPA, i.e., Partner shall not make claims such as "this printer is EPA approved," or "this fax machine is EPA certified." While this is a self-certifying process, EPA reserves the right to conduct tests on products bearing the EPA Energy StarSM logo from either the open market or other available sources, or voluntarily received from Partner.

- C. EPA agrees to make an effort to encourage consumer acceptance of products introduced under this agreement and bearing the EPA Energy StarSM logo.
- D. 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.
- E. EPA agrees to promote energy-efficient equipment, and to inform consumers about the EPA Energy Star Program and EPA Energy StarSM logo by writing articles and/or cooperating with the news media by sharing information, where appropriate.
- F. EPA agrees to work with Partner independently and/or in conjunction with other Partners to coordinate the placement of advertisements to promote energy-efficient equipment, educate consumers about the EPA Energy Star Program and logo, and provide Partner with due recognition for its public service in protecting the environment.

VI. Use of the EPA Energy StarSM Logo

- A. EPA agrees to loan partner, at no charge, materials from which Partner can reproduce the Energy StarSM logo.
- B. Partner may associate the Energy StarSM logo with products that Partner has determined meet the specifications outlined in section IV.B. Partner may place the logo directly on qualified products, as well as on associated packaging, literature, and advertisements for qualified products. See EPA's Logo usage guidelines for more details and specific examples.
- C. It is the responsibility of the Partner to associate EPA, the EPA Energy StarSM logo, and the EPA Energy Star Program only with those specific models, in their configuration as shipped from the Partner, that qualify under the terms and conditions of this MOU
- D. When the EPA Energy StarSM logo is used, Partner agrees that it shall be accompanied by the following statement: "As an Energy Star Partner, (*Printer/Fax Company*) has determined that this product meets the Energy Star guidelines for energy efficiency." If the Energy StarSM logo is applied directly to the product or product packaging, Partner may place this statement in the user's manual.
- E. Partner shall not utilize the logo in a manner that might imply EPA endorsement of the Partner or of Partner's products.
- F. EPA Energy Star Partner agrees not to alter the EPA Energy StarSM logo.
- G. 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 Program so as to construe continuing involvement in the program.

VII. Conflict Resolution

A. Each party agrees to assume good faith as a general principle for resolving conflicts under the EPA Energy Star Program.

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

C. Procedure for Addressing Noncompliant Products.

1. If EPA receives information that one or more products certified by Partner as Energy Star compliant may not meet all of the terms of this MOU, then EPA will immediately notify Partner and attempt to address and resolve the problem informally.

2. If these informal discussions do not produce a mutually agreeable resolution, EPA shall notify Partner in writing that Partner shall be terminated from the program unless it undertakes the specific corrective actions sought by EPA. Partner agrees to reply to EPA in writing within 20 business days of receiving EPA's letter. At that time, Partner shall agree to 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 EPA's letter within 20 business days, or responds but does not agree to either (a) or (b), then this agreement is terminated.

D. If EPA Energy Star Partner believes that EPA is not meeting all of its commitments, Partner agrees to formally notify EPA in writing. EPA agrees to respond in writing within 20 business days of receiving Energy Star Partner's 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 can not be undertaken.

VIII. Freedom of Information Act and Confidential Business Information

Both parties understand 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.

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As representatives of EPA and (*Printer/Fax 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 (*Printer/Fax Company*):

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 202-233-9575 to receive a customized Printer/Fax 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: