

**INDUSTRY VOLUNTARY AGREEMENT TO IMPROVE THE  
ENVIRONMENTAL PERFORMANCE**

**OF**

**IMAGING EQUIPMENT PLACED ON THE EUROPEAN MARKET**

**[Version 3]**

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## 1. Introduction

In 2009, the European Union (EU) adopted Directive 2009/125/EC<sup>1</sup> establishing a framework for the setting of ecodesign requirements for energy-related products (“ErP”) to create a framework for the development of EU-wide rules for improving the environmental performance of energy-related Products through eco-design minimum requirements. The Directive is referred to below as the “Ecodesign Directive”. At the same time, the Commission recognised the possibility of having a Voluntary Agreement provided that the industry sector in question fulfilled the conditions included in the mentioned Directive.

The imaging equipment industry has a track record of innovation, long-standing environmental commitments and improved energy efficiency performance. In 2011 the industry concluded the first Voluntary Agreement on Imaging Equipment, which was recognised by the European Commission as a valid alternative to an implementing measure under the Ecodesign Directive. This Voluntary Agreement is aligned to the latest guidelines set out in the Commission Recommendation of 30 November 2016 on guidelines for self-regulation measures concluded by industry under Directive 2009/125/EC<sup>2</sup> (European Commission Guidelines).

Since the adoption of the first Voluntary Agreement, the imaging equipment industry, represented by EuroVAprint<sup>3</sup>, has succeeded in delivering considerable energy savings. The signatories to the Voluntary Agreement achieved energy consumption reductions of 46.2% for Operational Mode (OM) Products and 26.5% for Typical Electricity Consumption (TEC) Products<sup>4</sup>. Taking into consideration the transition to a more circular economy, this Voluntary Agreement not only supports energy efficiency measures, it also supports a number of other resource efficiency requirements (such as design for dismantling, reuse and recycling, polymer composition and recycled plastics content) as well as information requirements for End-Users. The Voluntary Agreement enables Customers to make more sustainable purchasing decisions by providing them with accurate information on the environmental performance of Products.

The imaging equipment industry wishes to prolong its commitment to continuous improvement on energy and efficiency resources via this Voluntary Agreement which will help contribute to the achievement of the EU target on Energy Efficiency. It has been estimated<sup>5</sup> that the proposed Commitments as defined herein will enable direct electricity savings of 7.9 Terawatt Hours (TWh) per year in the EU through 2020 and 9 TWh per year in 2030 excluding the additional savings that will be made through increased resource efficiency.

The market coverage of the OEM Signatories involved in the revision of the Voluntary Agreement remains in excess of 80%<sup>6</sup> of Products Placed on the Market in the EU that are within scope of this Voluntary Agreement.

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<sup>1</sup> [Ecodesign Directive 2009/125/EC](#).

<sup>2</sup> 2016 European Commission [recommendation](#) on guidelines for self-regulation measures concluded by industry under Directive 2009/125/EC of the European Parliament and of the Council; and [Annex](#).

<sup>3</sup> EuroVAprint is a not-for-profit association bringing together manufacturers of imaging equipment that operate in Europe and have signed the Voluntary Agreement. The association provides the legal and administrative means to supervise the implementation and monitoring of the commitments made by its members.

<sup>4</sup> Baseline report issued by the independent inspector in January 2012, covering the period from January to June 2011.

<sup>5</sup> Source: [Commission Staff Working Document](#) - Executive Summary of the Impact Assessment Accompanying the document Report from the Commission to the European Parliament and the Council on the Voluntary Ecodesign Scheme for Imaging Equipment - COM(2013) 23 final.

<sup>6</sup> Latest market share data (2016) provided by the independent inspector (in 2017) sourced from Infosource. It covers the number of units sold in 2016 under the brand of the Signatories of the Voluntary Agreement, the number of units sold in 2016 across all manufacturers and covers the EU-28 (not broken down by country).

The scope of the Voluntary Agreement is based on the ErP Preparatory Study on “Imaging Equipment” (Lot 4) and linked to ENERGY STAR®. It aims to target the highest sales volume Products and technologies on the household and office market. It became clear from the ErP Preparatory Study, that this Product category contains a wide variety of Product types, designed and marketed for a wide variety of markets and applications. Products range from a very affordable personal Printer that is used occasionally by a private household user, up to Multifunctional Devices used in offices to accommodate the daily needs for copying, printing, scanning and faxing of documents for groups of office workers.

When setting out to develop the Voluntary Agreement, the imaging industry was faced with the challenge to formulate requirements that are not only relevant and significant for achieving environmental efficiency, but also applicable to the wide range of different imaging Products present in the market. Despite the fact that the imaging equipment industry focused on the Products that are sold in the highest numbers by limiting the Product scope to household and office equipment, the problem of diversity still remained, which is mainly driven by the wide variety of customer requirements in the imaging equipment market.

The energy efficiency requirements in this agreement are based on the latest ENERGY STAR® requirements for imaging equipment. Given that those limits are designed to reward the top quartile (energy performance) of Products, this Voluntary Agreement is based on a “*tiers*” approach as it is not possible for all Products to meet these limits immediately.

For the reasons outlined above, OEM Signatories will commit to the requirements in this Voluntary Agreement in relation to Products Placed on the Market for the percentage targets set out below.

OEM Signatories also commit to share expertise, experience, information and best practices with OEM Signatories to other eco-design self-regulation measures.

Version 4.0 of the Voluntary Agreement was acknowledged by the European Commission through a Report to the European Parliament and the Council published on 29 January 2013<sup>7</sup>.

Version 5.2, published in April 2015, was in place until the adoption of this version (v.5) and was updated with the latest specifications of ENERGY STAR®, to align it with the European Commission Guidelines, and to better contribute to the objectives of Circular Economy. The OEM Signatories started working on the present version in October 2017. During the drafting period, they consulted several times with various Directorates within the European Commission and other stakeholders. Several versions of the draft Voluntary Agreement were circulated for comments to all stakeholders. OEM Signatories also organised a Steering Committee meeting to discuss the present draft in November 2018 and participated at the stakeholder meeting organised by DG Energy in April 2019. The OEM Signatories then presented a draft at the Consultation Forum in December 2019. That draft removed the provisions relating to printer cartridges and the OEM Signatories proposed a separate process to develop a Voluntary Agreement specifically for Cartridges in cooperation with remanufacturers that wished to participate. Stakeholders rejected this proposal preferring to address Products, Cartridges and Containers under one combined Voluntary Agreement and

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<sup>7</sup> COM (2013) 23 final.

mandated OEM Signatories to negotiate provisions on Cartridges with interested remanufacturers.

As a result of those negotiations this Voluntary Agreement contains revised provisions on Cartridges and Containers. The entities that are not OEM Signatories and will become signatories to the Voluntary Agreement in respect of the Cartridge and Container provisions of the Voluntary Agreement are referred to as Supporting Signatories. The substantive obligations relating to Cartridges and Containers are set out in Section 9 and Sections 2, 3, 4 and 10 – 18 have been revised to reflect involvement of the Supporting Signatories. The OEM Signatories commit to comply with all parts of the Voluntary Agreement applicable to their businesses and the Supporting Signatories commit to comply with the parts of the Voluntary Agreement applicable to their businesses.

The successful negotiation of the Cartridge and Container provisions of the Voluntary Agreement is a significant development in the industry and is a testament to the importance of moving towards a Circular Economy for both OEM Signatories and Supporting Signatories.

The revised Voluntary Agreement was presented to Stakeholders at the Consultation Forum on 9 December 2020 and at the Consultation Forum Update on 29 January 2021 and the final version of the Voluntary Agreement on Imaging Equipment was sent to the European Commission for recognition on [date].

The OEM Signatories of the Voluntary Agreement are:

1. Brother International Europe
2. Canon Europe Ltd.
3. Epson Europe BV
4. HP Inc.
5. Konica Minolta Business Solutions Europe GmbH
6. Kyocera Document Solutions Europe BV
7. Lexmark International nv/sa
8. Sharp Electronics GmbH
9. Toshiba TEC Germany Imaging Systems GmbH
10. Xerox

The Supporting Signatories of the Voluntary Agreement are:

1. Armor Group
2. Clover Imaging Group
3. KMP AG
4. 3T Supplies AG (Peach)
5. AAAAA
6. BBBB
7. CCCCC

## 2. Objectives

2.1 The objectives of this Voluntary Agreement are to:

2.1.1 Contribute to the objectives of the Ecodesign Directive in line with Recitals 18-21 Article 17 and Annex VIII on self-regulation measures.

2.1.2 Continuously improve the environmental performance of the types of imaging equipment in scope of this Voluntary Agreement.

2.1.3 Promote business models, Products and services towards the following objectives: achieving a circular economy; use of resources in a more sustainable way; reducing overall lifecycle environmental impact.

2.1.4 Support reuse of Cartridges and Containers in the EU by facilitating balanced solutions for remanufacturing of OEM Cartridges and OEM Containers with Original Electronic Circuitry.

2.1.5 Educate End-Users on best practices for addressing environmental impact when printing.

2.1.6 Promote and secure better energy efficiency for household and office imaging equipment.

2.1.7 Ensure the involvement of all stakeholders represented in the Consultation Forum in monitoring of the results and updating the requirements of the Voluntary Agreement.

2.2 This Voluntary Agreement is intended not to inhibit progress by OEM Signatories in technology or business models that will also ultimately benefit End-Users in the form of enhanced security, safety, reduced environmental impact, choice, welfare or otherwise.

## 3. Signatories

3.1. Companies active in the imaging equipment hardware industry sector can become OEM Signatories to the Voluntary Agreement, provided that:

3.1.1 they satisfy the definition of OEM;

3.1.2 they fulfil all the requirements of the Voluntary Agreement;

3.1.3 they agree to join EuroVAprint<sup>8</sup> and contribute to all its operational costs;

3.1.4 they submit to the Steering Committee the completed membership form (Annex H) during either the 30 days following VA Endorsement or during (i) March and April, or

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<sup>8</sup> The not-for-profit association created at the launch of the Voluntary Agreement in 2011 to act as a platform to facilitate its implementation.



(ii) September and October each year which are the biannual windows for new membership applications; and

3.1.5 their application to become an OEM Signatory to the Voluntary Agreement is approved by the Steering Committee.

3.2. Companies meeting the definition of Supporting Signatory can become Supporting Signatories to the Voluntary Agreement provided that:

3.2.1 they satisfy the definition of Supporting Signatory;

3.2.2 they fulfil all the applicable requirements of the Voluntary Agreement;

3.2.3 they agree to join EuroVAprint and contribute to all its operational costs;

3.2.4 they submit to the Steering Committee the completed membership form at Annex H during either the 30 days following VA Endorsement or during (i) March and April or (ii) September and October each year which are the biannual windows for new membership applications; and

3.2.5 their application to become a Supporting Signatory to the Voluntary Agreement is approved by the Steering Committee.

3.3. The Signatories shall send to the European Commission, without undue delay, the original completed and signed membership form for any new OEM Signatory or Supporting Signatory.

3.4 The Signatories must join the Voluntary Agreement for all categories of activities (whether OEM or Supporting Signatory activities or both) in which they or a member of their Group are involved.

3.5 When more than one entity in a Group carries out OEM and/or Supporting Signatory activities, then the Group shall choose one entity from that Group to be the Signatory with authority to commit for and on behalf of itself and all such entities in the Group and that chosen entity shall be responsible and accountable for both its own and all such Group members' compliance with the Voluntary Agreement provided that the chosen entity must be chosen in accordance with the following order of priority to the extent that the relevant entities in the Group include any of the following:

3.5.1 an EU-established publicly traded entity; or

3.5.2 any other EU-established entity; or

3.5.3 a non-EU established publicly traded entity; or

3.5.4 a non-EU established holding company or parent company of the Group

and if there shall be more than one entity in the Group that falls into the relevant priority group, the chosen entity shall have a substantive role in activities in the market that are covered by this Voluntary Agreement.

## 4. Effective Date

4.1 The obligations set out in this Voluntary Agreement are effective from VA Endorsement unless otherwise stated.

4.2 For a Signatory that joins this Voluntary Agreement after VA Endorsement, the obligations set out in this Voluntary Agreement shall apply to it from 1<sup>st</sup> July of the year of application in the case of a March/April application and from 1<sup>st</sup> January of the immediately following calendar year in the case of a September/October application.

## 5. Scope in relation to Products

5.1. The obligations in relation to Products apply to imaging equipment as described and defined below.

5.2. Subject to 5.3 below, this Voluntary Agreement covers imaging equipment belonging to the following Product categories and marking technologies that were included in the ERP Lot 4 preparatory study as set out in Table 5.2 below. Note the corresponding designation of ENERGY STAR® evaluation method, either Typical Electricity Consumption (TEC) or Operational Mode (OM):

<b>Equipment Type</b>	<b>Media Format</b>	<b>Marking Technology</b>	<b>Evaluation Method</b>
Multifunction Device	Standard	High-Perf IJ, EP, SI	TEC
		IJ	OM
Printer	Standard	High-Perf IJ, EP, SI	TEC
		IJ	OM

EP= Electrophotographic; SI= Solid Ink; IJ= Inkjet; High-Perf IJ= High Performance Inkjet

5.3. The following products are not included in the scope of the Voluntary Agreement:

5.3.1 products that are designed to operate directly on three-phase power;

5.3.2 products that meet the ENERGY STAR® v3.0 definition of ‘Professional Imaging Product’ (defined in Annex A);

## 6. Product Commitments Part I – Primary Design Requirements

### 6.1 Primary requirements

6.1.1 Products Placed on the Market by OEM Signatories after VA Endorsement shall meet the following requirements of ENERGY STAR v3.0:

- a) Energy consumption requirements (TEC and OM Products)
- b) Default delay times (TEC and OM Products)
- c) Automatic Duplexing capability (TEC Products)

in accordance with the targets set out in Table 6.1.1:

<b>Table 6.1.1: Compliance Target Tiers Per Signatory</b>			
	<b>Period</b>	<b>OM Products</b>	<b>TEC Products</b>
<b>Tier I</b>	VA Endorsement - Dec 2022	90%	75%
<b>Tier II</b>	From Jan 2023	95%	90%

6.1.2 For the purpose of measuring compliance with Section 6.1.1, the rate of compliance shall be calculated following the methodology described in Annex B.

## 7. Product Commitments Part II – Resource Efficiency Requirements

### 7.1 Availability of N-up Printing

All Products shall offer as a standard feature the capability to print several pages of a document on one sheet of paper, when the Product is managed by original software provided by the manufacturer (printer driver).

### 7.2 Design for Recycling

#### 7.2.1 For all Products:

- a) Plastic parts >100 g shall be manually separable into recyclable plastic streams with Commonly Available Tools
- b) Product shall utilize Commonly Used Fasteners for joining components, subassemblies, chassis and enclosures
- c) Non-separable connections between different materials shall be avoided unless they are technically or legally required
- d) Product plastics shall be marked by material type (ISO 11469 referring ISO 1043, resin identification code, SPI, DIN, or country specific). Marking requirement does not apply to plastic parts weighing less than 25 g or with surface area less than 50 cm<sup>2</sup>; tape; plastic protective and stretch wraps and labels; or plastic pieces when marking is not possible due to shape. Plastic parts contained in reused complex assemblies are exempted.

7.2.2 Products will be deemed to comply with the requirements 7.2.1 if they hold a relevant GEN member Type Eco label.

## 7.3 Design for Dismantling for Recycling and Recovery

7.3.1. OEM Signatories shall ensure that joining, fastening or sealing techniques do not prevent access to the following components (when present) in a non-destructive extraction method, and that the extraction method can be carried out using non-proprietary and Commonly Available Tools:

- a) Batteries
- b) Printed circuit boards greater than 10 cm<sup>2</sup>
- c) Ink and toner Cartridges and Containers
- d) Plastic containing brominated flame retardants
- e) Electronic displays greater than 100 cm<sup>2</sup>
- f) External electric cables
- g) Electrolyte capacitors containing substances of concern (height > 25 mm, diameter > 25 mm or proportionately similar volume)

7.3.2. Accessing such components shall be facilitated by OEM Signatories documenting the sequence of dismantling operations needed to access the targeted components, i.e. each of these operations, the type and the number of joining, fastening and sealing techniques(s) to be unlocked, and tool(s) required. Dismantling instructions will be made available to third parties upon request.

7.3.3. These requirements shall not apply:

- a) to the extent that non-removable joining, fastening or sealing techniques are necessary to ensure the safety of the Product concerned or its relevant components; or
- b) to the extent that such requirements are exempted by specific provisions of other Community law applicable to the Products or components concerned.

7.3.4. Products will be deemed to comply with the requirements of paragraph 7.3 if they hold a relevant GEN member Type Eco Label.

## 7.4 Availability of Spare Parts and service information and critical software updates

7.4.1. Except where otherwise stated this Section 7.4 is effective after 18 months from VA Endorsement.

7.4.2. Except where Section 7.4.6 below applies, for Product models first Placed on the Market after the date referred to in 7.4.1, OEM Signatories shall make available the Spare Parts listed in (a) – (o) below for such Products and relevant repair information:

- (i) for a minimum period of five years after manufacturing the last unit of the model in relation to new remanufactured Product models;
- (ii) for a minimum period of seven years after manufacturing the last unit of the model in relation to new Product models not covered by (i).

OEM Signatories shall ensure that these Spare Parts can be replaced with the use of Commonly Available Tools and without permanent damage to the appliance.

- a) Hard disc drives (HDD)
- b) Solid state drives (SSD)
- c) Print heads
- d) Laser unit
- e) Fuser unit
- f) Drum unit
- g) Transfer belts
- h) Roller kits
- i) Internal power supplies
- j) Control circuit boards
- k) External power supplies
- l) Control panels including electronic displays
- m) Toner collection unit
- n) Ink collection unit
- o) Power cords and cables

7.4.3. Applicable Spare Parts for a Product, the procedure(s) for ordering Spare Parts, and the relevant repair information shall be easily identifiable and publicly available on the free access website(s) of the OEM Signatories, at the latest two years after the Placing on the Market of the first unit of a model and until the end of the period of availability of these Spare Parts.

7.4.4. For the above Spare Parts, replacement instructions are to be made available either online via manufacturer's freely accessible websites or in the Product manual or provided with the Spare Parts.

7.4.5. Maximum delivery time of Spare Parts:

7.4.5.1 The OEM Signatories shall ensure the delivery of Spare Parts within 15 working days of completion of the OEM's standard order processing procedures.

7.4.5.2 In the event that the relevant OEM Signatory is unable to comply in whole or part with Clause 7.4.5.1 above due to an event of Force Majeure, that OEM Signatory shall instead comply as soon as reasonably practicable.

7.4.6. For Product models first Placed on the Market after the date referred to in 7.4.1. for Product price-points nominally <EUR 300 (as of 2021) OEM Signatories may either:

7.4.6.1 make available Spare Parts in accordance with Section 7.4.2 or,

7.4.6.2 operate a whole unit exchange service model using reused/refurbished parts or Products taking into account availability of returned units capable of repair and their condition during the sales period of the Product and for a minimum period of five years after the last unit of a model is Placed on the Market.

7.4.7. For Products in a whole unit exchange service model OEM Signatories shall make available at least the following Spare Parts, for a minimum period of three years after the last unit of a model is Placed on the Market:

- a) External power supplies
- b) Power cords and cables
- c) Except where designed to never need replacement, ink collection units.

## 7.5 Availability of Software and Firmware Updates

**7.5.1** For Products models first Placed on the Market after the date referred to in 7.4.1. firmware for a model shall be made available for a minimum period of five years after the Placing on the Market of the last unit of the relevant Product model, free of charge or at a fair, transparent and non-discriminatory cost.

**7.5.2** From VA Endorsement the OEM Signatories shall not Place on the Market Products designed to be able to detect they are being tested (e.g. by recognising the test conditions or test cycle) and to react specifically by automatically altering their performance during the test with the aim of reaching a more favourable level for any of the parameters declared by the OEM Signatory to the Independent Inspector or included in any of the documentation provided.

**7.5.3** From VA Endorsement a software update shall never have the effect of changing the Product's performance such that it no longer meets the requirements of the Voluntary Agreement.

## 7.6 Polymer Composition

**7.6.1** Section 7.6 shall apply to TEC Products.

**7.6.2** In order to limit the variety of materials used, plastic casing parts with a mass greater than 100 g shall consist of one single polymer or a polymer blend.

**7.6.3** All plastic casing parts shall only consist of up to four separable polymers or polymer blends.

**7.6.4** Large-sized casing parts shall be designed in a way that the contained plastics can be used for the Production of high-quality durable Products by applying available recycling techniques.

**7.6.5** The use of coatings for special parts is to be reduced to a minimum, unless it can be demonstrated that it does not alter recyclability. Galvanic coatings on plastic parts are not permissible.

**7.6.6** Products will be deemed to comply with the requirements of this Section 7.6 if they hold a relevant GEN member Type Eco Label.

## 7.7 Recycled plastic content

**7.7.1** For all Products OEM Signatories shall make information available to Customers on the minimum percentage<sup>9</sup> of postconsumer recycled plastic content, calculated as a percentage of total plastic (by weight) in each Product.

**7.7.2** The following may be excluded from the calculation of the total plastic weight: printed circuit boards, labels, cables, connectors, electronic components, optical components, electrostatic discharge (ESD) components, electromagnetic interference (EMI) components, and biobased plastic material. Products that do not contain plastics can declare “Not applicable” for this criterion.

## 8. Product Commitments Part III – Information Requirements for End-Users

### 8.1 Publication of list of Products

The up-to-date list of qualified Products, according to the requirements set out in Sections 5 to 8 of this Voluntary Agreement, together with additional information on how these Products were tested (e.g. parameters and results) will be published on the EuroVAprint website in the format shown in Annex G. The initial list of Products currently made available on the market and corresponding information will be posted on the EuroVAprint website after the compliance report for the period from VA Endorsement to 31 December 2022 has been finalized by the Independent Inspector. For new models introduced after that date, information will be added within two months of when the Product is Placed on the Market. All data will be published in an appropriate searchable and downloadable electronic format, such as a spreadsheet or other open-source document format.

### 8.2 Information on repair

In relation to Products, OEM Signatories’ user instructions and/or freely accessible websites shall include information facilitating access to professional repair (internet webpages, addresses, contact details).

### 8.3 Resource Efficiency and Energy Efficiency

**8.3.1** For all Products, OEM Signatories commit to provide End-Users with information regarding resource efficiency when using Products. The intent is to ensure the End-User is made aware of good efficiency practices when they first begin to use a new Product.

**8.3.2** OEM Signatories shall achieve this through at least one of the following methods:

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<sup>9</sup> In increments of 0%, 0-5%, 5-10%, 10-15%, etc. A possible definition of postconsumer recycled plastic content can be found for example in EPEAT: A material or finished Product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item; part of the broader category of “recovered” items.

- a) A pop-up screen on the End-Users' computer during the initial installation of software (preferred)<sup>10</sup>;
- b) A CD or publicly available website;
- c) An insertion sheet provided in/on the box of the Product;
- d) An information sheet to be provided at the time of sale of the Product;

8.3.3 The following information shall be provided as a minimum<sup>11</sup> where applicable:

- a) Information that recycled as well as virgin paper certified under environmental stewardship initiatives, or carrying recognised ecolabels, may be suitable providing that it meets appropriate quality standards as defined, for example, in EN 12281 on "Printing and business paper for dry toner imaging processes" for papers in the range 75-250 g/m<sup>2</sup>. For specific applications, the lower boundary may be chosen at 64 g/m<sup>2</sup>.
  - i. For Electro Photography Printers: indication that these can print on 64 g/m<sup>2</sup> paper and that this paper contains less raw material per print, thus saving significant resources.
  - ii. Energy can be saved by purchasing ENERGY STAR<sup>®</sup> qualified Products.
  - iii. Description of the benefits of printing in duplex mode (for TEC Products having a duplex function).
  - iv. The environmental benefits of power management.
  - v. The environmental benefits of safe and appropriate collection for recycling.
- b) The information as described in Sections 8.3.3 (a) (i) to (v) shall be provided in the form of compact statements.
- c) Paper weight mentioned in the pop-up window (or alternatives as described above) shall be consistent with the paper weight specifications of the Product.

8.3.4 OEM Signatories shall make available to End-Users information regarding recycled paper via website or other means. Example statements are listed below:

- a) Recycled paper promotes the circular economy with more recycling saving more natural resources.
- b) The use of waste paper to produce recycled paper significantly reduces the amount of energy and water consumed compared to virgin fibre paper. In addition, the forest resources are conserved - an important contribution to biodiversity. Existing environmental savings can be enhanced in a simple and efficient manner.
- c) Modern recycled paper meets the highest quality requirements for different printing processes - appropriate standards guarantee this. The Products supplied by the Voluntary Agreement OEM Signatories are suitable for using with recycled paper meeting the EN 12281:2002 standard.
- d) Regarding archiving - recycled paper meets all requirements for long-term storage.
- e) The use of recycled paper is a visible and credible sign of ecological, resource-efficient behaviour.

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<sup>10</sup> This can only be implemented when imaging equipment is managed through computers under mainstream Operating Systems (Microsoft Windows or Mac/OS).

<sup>11</sup> Not all 5 statements mentioned in Section 6.4.3 may be applicable to the Product that is equipped with this information. Manufacturers are free to choose if they add a statement to this effect to the information, or leave out statements that are not applicable, such as the statement regarding Electrophotography and duplex printing.



8.3.5 OEM Signatories shall make information on the environmental performance of their Products available to Customers via freely accessible websites or user manuals. This should include as a minimum the mandatory information required in ECMA 370 (see Annex F).

## 9. Cartridge and Container Commitments

### 9.1 Cartridge Design Commitment

Signatories shall not design, or modify during remanufacturing, any Cartridge or Container to prevent:

9.1.1 printing (including cartridge acceptance, calibration, clean and align printheads, and not blocking Data Collection Agents) in the Product for which it is intended with a Remanufactured Cartridge, Refilled Cartridge, Remanufactured Container or Refilled Container produced by any Supporting Signatory; and

9.1.2 its recycling.

### 9.2 Subscription and Service Models

Paragraph 9.1 shall not apply:

9.2.1 to a Cartridge or Container supplied under a subscription or service model. Where this Paragraph 9.2.1 applies, the Signatory shall provide one of the following two solutions in relation to its Cartridges that Signatories collect in the EU and that cannot be remanufactured:

9.2.1.1 The Signatory, its channel partner or a third party acting on their behalf shall take back (under certain conditions) from agreed Signatory location(s) in the EU and remanufacture or recycle the Cartridges. Signatories shall not include other Cartridges or other waste in the consignments; or

9.2.1.2 The Signatory shall provide solutions through bilateral arrangements under Paragraph 9.5.4.1 or otherwise so that the Cartridges can be remanufactured by Supporting Signatories for the production activities that fall within part (a) of the definition of Supporting Signatory in Annex A.

9.2.1.3 the quantities of those Cartridges taken back by Signatories under Paragraph 9.2.1.1 and remanufactured by Supporting Signatories under Paragraph 9.2.1.2 shall be reported under the process set out in Paragraph 9.11 and Annex J.

### 9.3 Printer Design Commitment

Neither the Product nor any OEM software or firmware updates for the Product shall be designed to prevent printing (including cartridge acceptance, calibration and, clean and align printheads) using:

9.3.1 a Remanufactured Cartridge or Refilled Cartridge produced by a Supporting Signatory that functions using only Original Electronic Circuitry; or

9.3.2 a Remanufactured or Refilled Container produced by a Supporting Signatory that functions using only Original Electronic Circuitry.

#### 9.4 Customer Decision to Use Only OEM Cartridges or OEM Containers

Paragraph 9.3 shall not apply during the period for which the end user customer made a decision through a contract, terms and conditions, or printer features based on clearly presented information to use only OEM Cartridges or OEM Containers. Where this Paragraph 9.4 applies, the OEM Signatory shall provide a solution through bilateral arrangements under Paragraph 9.5.4 or otherwise to the Supporting Signatories in relation to its Products to make them accept Cartridges or Containers referred to in 9.3.1 and 9.3.2 after the contract period is finished.

#### 9.5 Bilateral Arrangements

9.5.1 Except where Paragraphs 9.2 or 9.4 apply, or except where the elements listed in 9.5.1.1 to 9.5.1.3 below are available for both the OEM and Supporting Signatory Cartridges, OEM Signatories commit to offer to Supporting Signatories for the production activities that fall within part (a) of the definition of Supporting Signatory in Annex A bilateral arrangements on commercially reasonable terms with a defined scope that provide the following elements for printing with Remanufactured Cartridges or Refilled Cartridges produced by the Supporting Signatory from collected OEM Cartridges that function using only Original Electronic Circuitry in OEM Signatory Products:

9.5.1.1 a functioning ink or toner level gauge and/or approximate page count remaining if provided with the OEM Cartridge;

9.5.1.2 single installation message without the use of inflammatory terminology; and

9.5.1.3 that the functionality referred to in 9.5.1.1 and 9.5.1.2 supported by the OEM Signatory under Paragraph 9.5.1 bilateral arrangements is not impacted by OEM Signatory software or firmware updates.

9.5.2 Each OEM Signatory has discretion to determine the mechanisms or solutions through which the elements set out in 9.5.1.1 to 9.5.1.3 are provided.

9.5.3 The Signatories acknowledge that some OEM Signatories (currently Lexmark, Brother and Xerox) have invested in developing Circular Processes including remanufacturing operations for their OEM Cartridges or OEM Containers, which will not limit, but would be recognized in bilateral discussions.

9.5.4 Nothing in this Paragraph 9.5 is intended to prevent or restrict any OEM Signatory or Supporting Signatory from:

9.5.4.1 agreeing to any other commercially reasonable terms in any bilateral arrangement beyond those set out in Paragraph 9.2.1.2, 9.4 or Paragraph 9.5.1 either by adding to the bilateral arrangements referred to in Paragraph 9.5.1 or through separate bilateral arrangements; or

9.5.4.2 entering into any bilateral arrangements with any legal entity that is not a Signatory.

9.5.5 OEM Signatories and Supporting Signatories commit to negotiate bilateral arrangements under Paragraph 9.5 in good faith.

9.5.6 Nothing in this Voluntary Agreement obliges any OEM Signatory or Supporting Signatory to divulge to any Signatory any competitively sensitive provision of any bilateral arrangement to which it is a party.

## 9.6 Take Back Programs

Signatories or persons acting on their behalf shall offer a take back solution for Cartridges. The Signatories shall ensure that their own take back operations comply with all applicable waste transportation and management laws. Costs of take-back solutions are the responsibility of the person offering the take back program namely the relevant Signatory or person acting on its behalf.

## 9.7 Legal Requirements and Safety Data Sheets

Signatories shall:

9.7.1 comply with applicable environmental, human health and product performance related EU legal requirements in relation to Cartridges and Containers in particular regarding the management of waste, and the following:

9.7.1.1 WEEE Directive 2012/19/EU and Member State implementing legislation;

9.7.1.2 RoHS Directive 2011/65/EU and Member State implementing legislation;

9.7.1.3 EMC Directive 2014/30//EU and Member State implementing legislation;

9.7.1.4 Packaging Directive 94/62/EC and Member State implementing legislation;

9.7.1.5 Restrictions under Title VIII of REACH Regulation 1907/2006/EC;

9.7.1.6 Registration of substances under Title II and information in the supply chain under Title IV of REACH Regulation 1907/2006/EC;

9.7.1.7 Classification, Packaging and Labelling Regulation 1272/2008/EC; and

9.7.1.8 POPs Regulation 2019/1021/EU.

9.7.2 publish on a freely accessible website safety data sheets following the format and contents of Title IV of REACH Regulation 1907/2006/EC for the inks and toners they supply for use in Products. Where safety data sheets are not legally required under Title IV of REACH then the safety data sheets shall be published in at least one official EU language.

## 9.8 Page Yield

Signatories shall measure page yield for ink and toner Cartridges in accordance with the relevant ISO/IEC Standards where the use of those standards is appropriate. Signatories shall make ink and toner Cartridge yield information calculated in accordance with the foregoing Standards available to Customers via freely accessible websites or in user manuals. This obligation shall not apply for Cartridges that are only supplied under business models where the end user customer pays for a service or on a per page basis.

## 9.9 Intellectual Property and Sustainability

9.9.1 Nothing in this Voluntary Agreement shall be construed or applied so as to limit OEM Signatories' or Supporting Signatories' obligations to comply with the law relating to Intellectual Property or construed or applied to prevent OEM Signatories or Supporting Signatories from or to limit them in taking legal action to protect their Intellectual Property.

9.9.2 Nothing in this Voluntary Agreement requires any Signatory to offer bilateral arrangements or access to the solutions otherwise offered under paragraph 9.5 above to Supporting Signatories who or whose linked enterprises (i) do not respect or do not provide appropriate safeguards to respect the Intellectual Property of OEM Signatories, or (ii) avoid, circumvent, or undermine the sustainability goals pursued by the Voluntary Agreement.

## 9.10 Data and Targets for Continuous Improvement

Each Signatory that makes available on the EU market OEM Cartridges, OEM Containers, Newbuild Cartridges or Newbuild Containers commits to targets to increase the reuse of ink and toner Cartridges and Containers as set out in Annex J and to report on progress towards those targets in each Annual Compliance Report. As further set out in Annex J, all Signatories commit to report data to the Independent Inspector for the purposes of calculating and reporting on progress towards achievement of those targets and to support development of a wider understanding of factors influencing reuse of ink and toner Cartridges and Containers and progress against other aspects of the policy set out in Article 4 of Directive 2008/98/EC ("Waste Hierarchy").

## 9.11 Information on Remanufacturing, Reuse or End-of-Life Management

Signatories shall provide end-users with information on suitable remanufacturing & reuse, or end-of-life management options for used cartridges. This information may be communicated via a freely accessible company website or in the instructions for use.

## 10. Independent Inspector and Verification of Compliance

### 10.1 Verification of compliance

10.1.1 The Independent Inspector is an independent third party who is tasked with monitoring the compliance of Signatories, and as such is responsible for:

- a) verifying Signatories' compliance with the requirements of this Voluntary Agreement self-regulation measure through: checking the documentation provided by Signatories; testing Products; and inspecting the Signatories' premises. Testing and verification procedures for documentation checking and product testing are described in Annexes D-1 and D-2. The Independent Inspector should decide on an appropriate combination of these methods:
  - i. Testing concerns verifying the characteristics of Products covered by the Voluntary Agreement by means of physical tests performed in a laboratory accredited for the relevant test method.
  - ii. The Independent Inspector shall select, at random, an adequate number of Products from different Signatories for testing, preferably acquiring them from retailers in different Member States (physical or online shops). If Signatories provide the Products directly, they should not be involved in selecting the samples. The Independent Inspector may select specific models or select models from a specific Signatory if information obtained from any source points to possible non-compliance of those models or that Signatory.
  - iii. The detailed test reports for each separate Product tested should be provided to the Commission and to the Signatory concerned. The list of Products tested, and a summary of results, should be included in the Annual Product Testing and Documentation Verification Report prepared by the Independent Inspector.
  - iv. Testing may only be used to verify compliance with the energy efficiency requirements of ENERGY STAR® v3.0. That testing must be conducted using the ENERGY STAR® Imaging Equipment Test Method, Rev. Dec-2018.
- b) collecting and processing information supplied by Signatories pursuant to Section 10, Annex B and Annex C in order to compile the Annual Compliance Report;
- c) collecting and processing information supplied by Signatories pursuant to Section 10, and Annexes D-1 and D-2 in order to compile the Annual Product Testing and Documentation Verification Report;
- d) preparing the Annual Compliance Report;
- e) preparing the Annual Product Testing and Documentation Verification Report;
- f) performing investigations into third party allegations; and
- g) performing testing of two Products per year per OEM Signatory in accordance with 10.1.2.

10.1.2 OEM Signatories agree to finance testing of two Products per year per OEM Signatory. The prioritisation of Products to be tested should be done by the Inspector, based on, inter alia, non-compliance risk. Thus, Products already tested independently should be low priority, but not necessarily exempted from the outset.

## 10.2 Inspections

10.2.1 The Independent Inspector may carry out an inspection of a specific Signatory on the basis of specific information justifying such an inspection. The specific information should be disclosed to the Signatory concerned.

10.2.2 An inspection should only be used as a means of checking compliance with the Commitments made under the Voluntary Agreement measure if no other more cost-effective means is available.

10.2.3 During an inspection, the Independent Inspector should only carry out those activities that are strictly necessary for checking the compliance of the Signatory with the Commitments made under the Voluntary Agreement.

10.2.4 The Independent Inspector should not give the Signatory advance warning of the inspection or only at short notice. The Signatory should provide any support required.

10.2.5 The Independent Inspector shall send a draft of the inspection report to the Signatory concerned for comment within one month of the inspection. The Signatory shall submit its comments within two weeks of receiving the draft report. The Independent Inspector shall, within two weeks, amend, if necessary, the draft report to take account of the comments received from the Signatory. The report, including the reason for the inspection and conclusions on compliance of the Signatory and/or qualifications of its Products shall be provided to the Commission and to the Signatory concerned. A summary shall be presented at the first meeting of the Steering Committee held following the finalisation of the report. The summary should not disclose any commercially sensitive information, unless this is necessary to prove non-compliance.

10.2.6 The Independent Inspector shall not send an inspection report to any Signatory who is not the subject or addressee of the inspection report.

## 10.3 Selection of the Independent Inspector

10.3.1 Signatories shall issue a tender to identify candidates to serve as the Independent Inspector. The appointment of the Independent Inspector selected by the Signatories is to be agreed with the European Commission. The final draft of the contract between the Signatories and the Independent Inspector shall be provided to the members of the Steering Committee for comment before the contract is finalised. The contract of the Independent Inspector shall require undertakings of confidentiality from the Independent Inspector and shall also set out any requirements or applicable mechanisms for a process of appeal, should this be necessary.

10.3.2 The Independent Inspector shall:

- a) Be a natural or legal person;
- b) Have the necessary capacity and skills for verifying the compliance of Signatories with the provisions of this Voluntary Agreement;
- c) Be free of conflicts of interest;
- d) Be impartial in all its activities, basing its opinions and reports solely on the facts;
- e) Respect confidentiality, where necessary, in order to protect the Signatories' commercial secrets or sensitive data and to this end sign a 'Nondisclosure Agreement' with the Signatories to the self-regulation measure;
- f) Interpret applicable rules and figures in a truthful and sincere manner;
- g) Perform its tasks with due care and supervise adequately all performed tasks for which it will be responsible;

**10.3.3** Information about the Independent Inspector chosen for the Voluntary Agreement should be published on the website dedicated to the Voluntary Agreement within thirty days following its appointment.

**10.3.4** The Independent Inspector shall have an observer seat at the Steering Committee.

## **11. Reporting**

### **11.1 Reporting frequency**

**11.1.1** Signatories shall submit reports to the Independent Inspector reporting on compliance with the Voluntary Agreement (the "Reports") according to the guidelines in this Section. The Reports submitted by Signatories shall not be shared with any other Signatory.

**11.1.2** The Reports shall comprise the template in Annex C and data for compliance verification purposes according to Annexes D-1 and D-2.

**11.1.3** The Independent Inspector shall prepare two separate Annual Compliance Reports one for OEM Signatories and one for Supporting Signatories. The OEM Signatory Annual Compliance Report shall cover requirements set out in Sections 5 to 9 and the Supporting Signatory Annual Compliance Report shall cover requirements set out in Section 9. The Independent Inspector shall prepare the Annual Compliance Reports according to the following schedule:

- a) a Report by 30 April 2023 which shall cover Products, Cartridges and Containers Placed on the Market between VA Endorsement and 31 December 2022;
- b) a Report by 30 April 2024 which shall cover Products, Cartridges and Containers Placed on the Market between 1 January 2023 and 31 December 2023;
- c) a Report by 30 April 2025 which shall cover Products, Cartridges and Containers Placed on the Market between 1 January 2024 and 31 December 2024;

and according to the same schedule in subsequent years.

11.1.4 Within two weeks following the end of a reporting period, the Independent Inspector shall send a request to the Signatories to file their Reports pursuant to section 10.1.1(b). These shall be submitted no later than two months after the end of the reporting period.

11.1.5 Additional requests made by the Independent Inspector for Signatories to provide any missing information after the deadline shall be honoured within 10 working days.

11.1.6 The Reports shall be compiled by the Independent Inspector into separate draft Annual Compliance Reports for OEM Signatories and Supporting Signatories that will be submitted to the European Commission and to the Signatories to which they relate by 12 April of the calendar year following the end of the reporting period for the purpose of checking inconsistencies and quality. The members of the Steering Committee should be allowed two weeks to submit their comments on the relevant report(s). The Independent Inspector will submit the final Annual Compliance Reports to the Steering Committee no later than 30 April of the calendar year following the end of the reporting period.

11.1.7 The Annual Compliance Report shall include:

- a) information about the data collection and processing methods used and any difficulties encountered in preparing the report;
- b) summaries of any inspections carried out during the reporting period;
- c) a list of non-compliant Signatories;
- d) information about the reasons for any non-compliance; and
- e) recommendations for future reporting periods.

11.1.8 The Annual Compliance Report shall not include pricing data or identifiable competitively sensitive market share data relating to any of the Signatories.

11.1.9 The Annual Compliance Reports will only show anonymous results. Signatories will not be named although individual achievements shall be disclosed (company A, company B, etc.). If a company is found to be non-compliant, the Annual Compliance Report shall provide the identity of the Signatory and detail the reasons for such non-compliance.

11.1.10 The Independent Inspector shall prepare the Annual Product Testing and Documentation Verification Report in relation to OEM Signatories and Annual Documentation Verification Report in relation to Supporting Signatories according to the following schedule:

- a) a Report by 31 October 2023 which shall cover Products, Cartridges and Containers Placed on the Market between VA Endorsement and 31 December 2022;
- b) a Report by 31 October 2024 which shall cover Products, Cartridges and Containers Placed on the Market between 1 January 2023 and 31 December 2023;
- c) a Report by 31 October 2025 which shall cover Products, Cartridges and Containers Placed on the Market between 1 January 2024 and 31 December 2024;



and according to the same schedule in subsequent years.

**11.1.11** Within four months of the end of a reporting period, the Independent Inspector shall send a request to the Signatories to provide evidence pursuant to section 10.1.1(c) in connection with the Products selected for testing and documentation for verification. These shall be submitted no later than six months after the end of the reporting period.

**11.1.12** Additional requests made by the Independent Inspector for Signatories to provide any missing information after the deadline shall be honoured within 10 working days.

**11.1.13** The evidence provided by the Signatories will be assessed and reported upon by the Independent Inspector in a draft Annual Product Testing and Documentation Verification Report and draft Annual Documentation Verification Report that will be submitted to the European Commission and the Signatories to which they relate by 12 October of the calendar year following the end of the reporting period for the purpose of checking inconsistencies and quality. The members of the Steering Committee should be allowed two weeks to submit their comments on the reports. The Independent Inspector will submit the final Annual Product Testing and Documentation Verification Report and final Annual Documentation Verification Report to the Steering Committee no later than 31 October of the calendar year following the end of the reporting period.

**11.1.14** The Annual Product Testing and Documentation Verification Report and Annual Documentation Verification Report shall include:

- a) information about the data collection and processing methods used and any difficulties encountered in preparing the report;
- b) the results of documentation checking;
- c) the approach for selecting Products for testing and, if specific Models or Signatories were targeted, the reasons for doing so;
- d) a list of Products tested and a summary of the individual results;
- e) a list of non-compliant Signatories;
- f) information about the reasons for any non-compliance; and
- g) recommendations for future reporting periods.

**11.1.15** The Independent Inspector shall be responsible for ensuring that confidentiality of the Signatory's identity and any data or information provided to it under or in relation to this agreement is maintained. This shall include entering into a non-disclosure agreement with each Signatory if requested by the Signatory.

## **11.2** Energy consumption report

**11.2.1** The Signatories are to ensure that EuroVAprint publishes once a year on its website an energy consumption report that is prepared by the Independent Inspector. This report will be provided as part of the Annual Compliance Report<sup>12</sup>.

**11.2.2** The report is to contain the following data:

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<sup>12</sup> <http://www.eurovaprint.eu/home>.

- Total energy consumption of OM units per year
- Total energy consumption of TEC units per year

## 12. Third party allegation

12.1 Any third party may submit an appropriately substantiated allegation of a possible non-compliance with the Voluntary Agreement by a specific Signatory to the Independent Inspector.

12.1.1 The Independent Inspector shall evaluate the evidence and, as necessary, follow-up by requesting further information from the third party or the Signatory concerned.

12.1.2 The Independent Inspector at his own discretion may dismiss any allegation that is inadequately substantiated or outside the scope of the Voluntary Agreement.

12.1.3 As a general principle, the Independent Inspector shall be under no obligation to investigate the same matter more than once. Accordingly, third party allegations that are the same or substantially the same as allegations that have already been investigated or dismissed as unsubstantiated will automatically be dismissed, unless supported by significant new evidence that the Independent Inspector considers creates a realistic possibility of a different conclusion.

- a) The Independent Inspector should at each Steering Committee meeting provide an overview of all allegations submitted since the last meeting and, if it has not investigated any of them, provide its reasons for this.
- b) The Independent Inspector shall provide an overview of all allegations made in the Annual Compliance Report including their status and/or outcome.

12.1.4 On the basis of the information received the Independent Inspector may undertake an investigation as per the methodology set out in this section.

12.1.5 Each Signatory will cover the costs of investigating 2 allegations per reporting period, for which a final report is submitted to the Steering Committee and Signatory. Should this maximum number be exceeded, the Inspector shall address the issue, within 30 days by written notice, to the Steering Committee members and Signatory. The Steering Committee members should make a decision on how to fund the investigations, where appropriate.

12.1.6 An investigation will be conducted as follows:

- a) The Independent Inspector shall inform the Steering Committee and the third party that said investigation has started.
- b) The investigation shall be limited only to those aspects set out in the allegation.
- c) The Independent Inspector may use several methods of investigation, depending on the particular case, which may include documentation checks, interviews with the third party and/or Signatory concerned, and/or Product testing.
- d) The Independent Inspector shall draft and share a report, within 30 working days from the notification to the Steering Committee and the third party, with the Signatory concerned.

- e) The Signatory shall respond with its comments (if any) to the Independent Inspector within 10 working days.
- f) Where applicable, the Independent Inspector shall respond to the Signatory's comments, confirming amendments it will make/will not make and update the draft report accordingly, within 10 working days of receiving comments from the Signatory.
- g) The Independent Inspector shall issue a final written summary report to the Signatory concerned, the Steering Committee (via EuroVAp rint), and the third party within 10 working days. The summary report shall set out the evidence provided, investigations conducted by the Independent Inspector, the conclusions, including (non-)compliance of a Signatory or (non-)qualification of a Product, and their rationale, and recommendations for further steps if considered necessary (e.g. site visits and third party testing).

12.2 The procedures set out in this Section do not apply to Market Surveillance Authorities.

## 13. Nature and Organization of the Voluntary Agreement

### 13.1 Nature of the Voluntary Agreement

13.1.1 Each Signatory signs and enters into this Voluntary Agreement only on its own behalf and where applicable in accordance with Section 3 that of its Group and makes its commitment under the Voluntary Agreement to the European Commission. The consequences of non-compliance are set out in Section 15.

13.1.2 This Voluntary Agreement is not a commercial agreement and shall not give rise to any commercial expectations or liabilities between the Signatories in respect of the fulfilment of their individual Commitments as listed in this Voluntary Agreement.

13.1.3 Each Signatory shall be treated equally taking into account the differences in obligations and roles between OEM Signatories and Supporting Signatories and there shall be no special arrangements for individual Signatories.

13.1.4 The Commitments listed in this Voluntary Agreement represent minimum targets and nothing in this Voluntary Agreement is intended to or should be interpreted as limiting the ability of any Signatory to compete by exceeding the targets or requirements specified in this Voluntary Agreement or by promoting their products and/or services on that basis.

### 13.2 Organisation of the Voluntary Agreement

13.2.1 The members of the Steering Committee are the Signatories and the European Commission. Each Signatory to the Voluntary Agreement as well as the European Commission shall have the right to nominate one person to represent it (or the whole Group that the Signatory represents, where applicable) at the Steering Committee.

13.2.2 Members of the Consultation Forum, and the Independent Inspector have the status of observer to the Steering Committee, without voting rights. Other

interested parties may request to join Steering Committee meetings as observers including companies with products in scope of the self-regulation measure that are not Signatories to it.

**13.2.3** Meetings of the Steering Committee shall be held at least once per year, in Brussels, circumstances allowing. Meetings may be virtual or hybrid as the case may be.

**13.2.4** The Steering Committee shall elect, from amongst its members, a Chair for a mandate of two years. The members of the Steering Committee can shorten or end the term of the Chair at any time. The Chair shall be responsible for convening the Steering Committee at least once a year, in order inter alia to review progress and analyse and discuss reports presented by the Independent Inspector. The Chair shall, however, have no executive or representative function unless this is delegated to them by the Steering Committee.

**13.2.5** All participants have the right to take the floor at the Steering Committee meetings and to request that the Chair record their views in the minutes.

**13.2.6** The Chair must convene a Steering Committee meeting whenever any of the conditions justifying the termination of the self-regulation measure mentioned hereafter occur. The meeting must be convened within thirty days of the receipt by the Chair of the information about the condition justifying the termination of the Voluntary Agreement.

**13.2.7** Any member of the Steering Committee may request the Chair to convene a meeting of the Steering Committee.

**13.2.8** Invitations to the Steering Committee meeting must be sent to all members and observers of the Steering Committee, and must be published, together with a draft agenda, on the website of the Voluntary Agreement no later than thirty days in advance of the meeting.

**13.2.9** The Chair should include in the draft agenda for a Steering Committee meeting all points requested by the members and observers.

**13.2.10** Documents to be presented and discussed at the Steering Committee meeting must be sent to all members and observers of the Steering Committee, and should be published on the website of the self-regulation measure no later than 7 working days in advance of the meeting.

**13.2.11** The draft minutes should be sent to all members and observers of the Steering Committee and they should be given at least two weeks to submit comments on them. The final minutes should be published on the self-regulation measure's website within one month of the meeting.

**13.2.12** The Signatories should bear all expenses related to the Independent Inspector and its activities, the website and the operation of the Steering Committee, except for the costs of participation of the representative of the Commission and the observers other than the Independent Inspector.

### 13.3 Market coverage

13.3.1 The OEM Signatories will provide evidence, compiled by an independent party, to the European Commission in the following cases:

- a) when submitting a self-regulation measure or a revised version of an existing self-regulation measure, with the findings having been generated or updated within the previous six months;
- b) within three months of any change in the Signatories (e.g. after the withdrawal of a signatory or after a relevant division of a signatory has been sold off to a non-signatory), unless the most recent report shows that the market coverage will remain at least 80% following the change; and
- c) two years after sending the latest report, to update coverage following changes in the market.

13.3.2 The market share coverage will be assessed as follows:

- a) Market share data will be sourced from an independent third party with an established capability to provide data in this sector.<sup>13</sup>
- b) Two figures for market share will be sourced for the reporting period concerned:
  - i. T – the total number of Products Placed on the Market in the EU in scope of the Voluntary Agreement
  - ii. V – the total number of Products Placed on the Market in the EU in scope of the Voluntary Agreement by the Signatories to the Voluntary Agreement alone.
- c) One figure will be published in the annual compliance report:  $S = V/T$ .
- d) S is the percentage market share represented by the Voluntary Agreement Signatories.

### 13.4 Transparency of the Voluntary Agreement

13.4.1 EuroVApriint has set up a website to ensure full transparency of the Voluntary Agreement<sup>14</sup>. It shall provide the below information:

- a) An up-to-date list of Signatories (including contact details) and information on recent withdrawals and exclusions of Signatories;
- b) The up-to-date list of qualified Products, according to the Voluntary Agreement requirements, together with additional information on how these Products were tested (e.g. parameters and results). The list shall be in a searchable and downloadable format, e.g. a spreadsheet or other open-source document format;
- c) The most recent and previous versions of the self-regulation measure;
- d) Official Commission guidelines;
- e) The Annual Compliance reports produced by the Independent Inspector;
- f) Non-compliance Reports from the Independent Inspector;
- g) Annual energy usage report;
- h) Exclusion of a non-compliant Signatory;
- i) For every Steering Committee meeting: invitations, draft agendas, meeting documents and meeting minutes;

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<sup>13</sup> This party shall be subject to veto by the European Commission provided that an acceptable alternative source can be agreed.

<sup>14</sup> <http://www.eurovaprint.eu/home>.

- j) Summary versions of reports on the market coverage (without disclosure of individual Signatories' commercial or confidential data);
- k) Information on the Independent Inspector, including its contact details;
- l) An up-to-date list of non-compliant Signatories;
- m) A contact form that allows visitors to submit questions in relation to the Voluntary Agreement. The enquiries should be replied to within one month.

**13.4.2** If some or all of the Signatories decide to conclude a separate agreement or association of any kind in relation to the objectives of this self-regulation measure, all relevant documents relating to the agreement or the associations shall be made publicly available on the relevant website. This requirement does not apply to the bilateral arrangements under Paragraph 9.5 of the Cartridge and Container commitments.

## **14. Decision Making Procedures**

**14.1** The Steering Committee shall make all reasonable efforts to achieve agreement by consensus at all times. If consensus cannot be achieved, the Steering Committee may reach a decision in accordance with the procedures described below. The Steering Committee may decide to develop and adopt further rules of procedure where it deems it necessary and may decide to delegate powers where it deems it to be necessary to specific individuals or to sub-committees.

**14.2** Where consensus on an issue cannot be achieved in the course of a meeting of the Steering Committee, a call to follow the decision making procedure set out in 14.3 below may be made by the Steering Committee Chair.

**14.3** Where a call is made to follow the decision-making procedure set out in this 14.3 a subcommittee shall be appointed to consider the issue and make a recommendation. The subcommittee shall consist of 5 OEM Signatories in the case of matters relating to Sections 5 to 8 of the Voluntary Agreement and shall consist of 5 OEM Signatories and 5 Supporting Signatories in case of matters relating to Section 1 to 4 and 9 to 18 of the Voluntary Agreement. The terms of reference and timeframe for the subcommittee recommendation shall be set by the Steering Committee Chair.

**14.4** The subcommittee shall report its recommendation to the Steering Committee in writing within the designated timeline. If the subcommittee is unable to reach an agreement by consensus within the designated timeline the Steering Committee can agree to appoint a mediator to assist the subcommittee in reaching a recommendation and set an extended timeline for the recommendation.

**14.5** A recommendation of the subcommittee shall be referred back to the Steering Committee in plenary session, which shall again make all reasonable efforts to achieve agreement by consensus.

## **15. Non-Compliance**

**15.1** Where a Signatory fails to meet, or a member of a Group represented by a Signatory fails to meet, its Commitments under Sections 6, 7, 8 or 9 of the present Voluntary Agreement, the Signatory, for itself or on behalf of its relevant Group member(s) shall be requested to take corrective actions. Non-compliance that continues for more than six months after that report of the Independent Inspector which identified the non-compliance, shall lead to immediate exclusion of the Signatory and, where applicable, all of the Group members it represents from the Voluntary Agreement.

**15.2** In case of non-compliance with the deadlines in Section 11, the Signatory will have 1 month to propose a compliance plan that would correct the situation. The Signatory (or its relevant Group member(s)) will also be subject to an inspection in the year following the reporting period concerned. A repeated failure to report compliance documentation shall lead to immediate exclusion of the Signatory and, where applicable, all of the Group members it represents from the Voluntary Agreement.

**15.3** In cases where non-compliance determines withdrawal or exclusion of OEM Signatories the market coverage of the remaining OEM Signatories shall be re-assessed by an independent party. The findings shall be communicated in writing to the Commission within three months.

**15.4** The defaulting Signatory may reapply for membership of the Voluntary Agreement. The application shall include detailed explanations regarding the remedial actions for compliance that were taken by the Signatory. In such cases an inspection of the applicant (and/or its relevant Group members) shall be conducted by the Independent Inspector before the application is submitted for the approval of the Steering Committee.

**15.5** The Chair should inform the Steering Committee in writing of the exclusion of any noncompliant Signatory within one week of receiving information from the Independent Inspector that a condition for immediate exclusion has been met.

## **16. Revision of the Voluntary Agreement**

Signatories will initiate the revision of the Voluntary Agreement and its Commitments after the end of 2025 or following an agreement between the European Commission and EuroVAprint.

## **17. Withdrawal from the Voluntary Agreement**

**17.1** Signatories can terminate their individual participation in the Voluntary Agreement by sending a registered letter to the Chair of the Steering Committee and the secretariat of EuroVAprint with one-month notice. The Chair of the Steering Committee shall inform the Steering Committee within a week of receipt of the written notice.

**17.2** In cases where an OEM Signatory withdraws from the Voluntary Agreement the market coverage of the remaining OEM Signatories shall be re-assessed by an independent party. The findings shall be communicated in writing to the Commission within three months.

## 18. Termination of the Voluntary Agreement

18.1 The Signatories may decide to terminate the Voluntary Agreement at any time. Reasons for termination could be, but are not limited to:

18.1.1 OEM Signatories no longer meet the relevant market coverage threshold (80%) and this continues for a period over six months;

18.1.2 A majority of Signatories no longer meet the Commitments of the Voluntary Agreement;

18.1.3 Legislation is implemented that specifically overrules the Voluntary Agreement;

18.1.4 Signatories have a considerable disadvantage over “free riders”.



## Annex A: Definitions

1. **Annual Compliance Report:** has the meaning set out in Section 11 of this Voluntary Agreement.
2. **Annual Product Testing and Documentation Verification Report:** has the meaning set out in Section 11 of this Voluntary Agreement.
3. **Annual Documentation Verification Report:** has the meaning set out in Section 11 of this Voluntary Agreement.
4. **Assemblies:** Assemblies consist of at least two components that are joined together in a force- or form-fit manner.
5. **Cartridge:** A customer replaceable module that holds toner or ink and that must be inserted into or connected to an imaging equipment Product for the imaging equipment Product during print. Ink and toner bottles or similar units designed to refill ink or toner tanks are not “Cartridges” for the purposes of this Voluntary Agreement.
6. **Circular Process means:**
  - actively supporting free collections by providing labels online, enclosing send-back envelope, label in its packaging, or collection boxes, and
  - while maximising reuse and remanufacturing following a zero landfill and incineration policy.
7. **Container:** A container that holds toner or inks and is designed to refill ink or toner tanks of an imaging equipment Product and that includes Electronic Circuitry.
8. **Copier:** A commercially-available imaging Product whose sole function is the Production of hard copy duplicates from graphic hard copy originals. The unit must be capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover Products that are marketed as Copiers or upgradeable digital Copiers (UDCs).
9. **Consultation Forum:** as defined by Article 18 of the 2009/125/EC Directive, and 2008/591/EC Commission Decision, the assembly ensuring a balanced participation of Member States’ representatives and all interested parties concerned with the Product or Product group in question
10. **Commitments:** Means the Commitments described in Sections 6, 7, 8 and 9 to this Agreement altogether.
11. **Commonly Available Tools:** Widely used, commercially available tools.
12. **Commonly Used Fasteners:** Widely used, commercially available fasteners.
13. **Compliance period:** The period over which companies measure their performance against the Commitments of the Voluntary Agreement.

14. **Customer:** A person or legal entity who takes purchasing decisions for the Products covered in this Voluntary Agreement.
15. **Data Collection Agents (DCAs):** third party printer monitoring software which tracks usage and status of printers on a network.
16. **Electrophotography (EP):** A marking technology characterized by illumination of a photoconductor in a pattern representing the desired hard copy image via a light source, development of the image with particles of toner using the latent image on the photoconductor to define the presence or absence of toner at a given location, transfer of the toner to the final hard copy medium, and fusing to cause the desired hard copy to become durable. Types of EP include Laser, LED, and LCD. Colour EP is distinguished from monochrome EP in that toners of at least three different colours are available in a given Product at one time. Two types of colour EP technology are defined below:
  - a) Parallel Colour EP – A marking technology that uses multiple light sources and multiple photoconductors to increase the maximum colour printing speed.
  - b) Serial Colour EP – A marking technology that uses a single photoconductor in a serial fashion and one or multiple light sources to achieve the multi-colour hard copy output.
17. **Electronic Circuitry:** chips, printhead, or any other electronics included in the OEM Cartridge.
18. **Empty Cartridge:** Cartridge that the end user is discarding, as a waste and that has been collected through a selective collection process.
19. **Empty Container:** Container that the end user is discarding, as a waste and that has been collected through a selective collection process.
20. **End-User:** A person who uses the Product for one of its main functions (e.g. printing, scanning, copying). The End-User has some control over the environmental impact of the Product by choosing the type and weight of paper and by using duplex and/or n-up printing. Further, the End-User can be expected to exchange consumables e.g. Cartridges.
21. **Fax Machine:** Commercially-available imaging Product whose primary functions are scanning hard copy originals for electronic transmission to remote units and receiving similar electronic transmissions to produce hard copy output. Electronic transmission is primarily over a public telephone system, but also may be via computer network or the Internet. The Product also may be capable of producing hard copy duplicates. The unit must be capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover Products that are marketed as fax machines.
22. **Force Majeure:** any event or circumstance beyond the reasonable control of the affected OEM Signatory which hinders or prevents it from performing its obligations in whole or part including without limitation, war, terrorist attack, civil commotion, flood, earthquake, tsunami or other natural or man-made disasters or emergencies, epidemic or pandemic, fire, explosion or accident or labour dispute, strike, or industrial action.
23. **Group:** All legal persons that are directly (minimum 75% shareholding) owned by a Signatory at the effective date of the Voluntary Agreement or during the performance of

the Voluntary Agreement. Newly acquired legal persons (minimum 75% shareholding) will automatically become part of the Group definition within maximum of six (6) months of the signing of a Share Purchase Agreement. In the event that any Signatory has grounds to consider that another Signatory (“Other Signatory”) has a shareholding of less than 75% in a legal entity but more than 25% (“Other Legal Entity”), within the European Union, and that Other Signatory is circumventing the terms of this VA through that Other Legal Entity, then the Steering Committee can require the Other Legal Entity to immediately fall within the Group definition of the Other Signatory. The burden of proof is on the Other Signatory to evidence that the Other Legal Entity should not fall within the Group definition.

24. **High Performance IJ:** The use of an IJ marking technology in high-performance business applications usually occupied by Electrophotographic marking technology. This difference between the conventional IJ Product and the High Performance IJ Product is denoted by the presence of nozzle arrays that span the width of a page and/or the ability to dry the ink on the media through additional media heating mechanisms.
25. **Independent Inspector:** has the meaning set out in Section 10 of this Voluntary Agreement.
26. **Ink Jet (IJ):** A marking technology where images are formed by depositing colorant in small drops directly to the print media in a matrix manner. Colour IJ is distinguished from monochrome IJ in that more than one colorant is available in a Product at any one time. Typical types of IJ include Piezo-electric (PE) IJ, IJ Sublimation, and Thermal IJ.
27. **Intellectual Property:** means patents, copyrights, mask works, trademarks, trade dress, trade secrets, designs, confidential information (including know-how), and all other intellectual property, in each case whether registered or unregistered.
28. **Member States:** The Member States of the European Union.
29. **Model:** An imaging equipment hardware Product that is sold or marketed under a unique model number or marketing name. A Product Model may be comprised of a base Product or a base Product plus accessories.
30. **Multifunction Device (MFD):** A commercially-available imaging Product, which is a physically-integrated device or a combination of functionally-integrated components that performs two or more of the core functions of copying, printing, scanning, or faxing. The copy functionality as addressed in this definition is considered to be distinct from single sheet convenience copying offered by Fax Machines. The unit must be capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover Products that are marketed as MFDs or multifunction Products (MFPs).
31. **Newbuild Compatible Cartridge:** any Cartridge that is not an OEM Cartridge and is not a Remanufactured Cartridge or Refilled Cartridge.
32. **Newbuild Compatible Container:** any Container that is not an OEM Container and is not a Remanufactured Container or Refilled Container.
33. **OEM (original equipment manufacturer):** a legal entity or Group that through one or more entities in that Group manufactures and imports/makes available under its owned brand

name(s) or trade mark(s) Products and OEM Cartridges or OEM Containers in the EU territory.

34. **OEM Cartridge:** A Cartridge produced by or for the OEM Signatory for use in or with the OEM Signatory's branded Products set out in Section 5.2. An OEM Cartridge can be new or a Remanufactured Cartridge or Refilled Cartridge.
35. **OEM Container:** A Container produced by or for the OEM Signatory for use in or with the OEM Signatory's branded Products set out in Section 5.2. An OEM Container can be new or a Remanufactured Container or Refilled Container.
36. **OEM Signatory** means each OEM that is a signatory of the Voluntary Agreement.
37. **OM - Operational Mode:** ENERGY STAR® Imaging Equipment (IE) specification. The procedure is to be used to quantify the power consumption of imaging Products that do not utilize the Typical Electricity Consumption (TEC) method. Examples of Products that will be tested with this OM method include those that use marking technologies such as Ink Jet, Dot Matrix or Impact, as well as scanners and all large-format and small-format devices. The key results of this test procedure are power values for Ready, Sleep, and Off modes.
38. **Original Electronic Circuitry:** OEM Signatory original electronic circuitry that is unmodified or has been reset or replaced by or with the authorisation of the OEM.
39. **Placing on the Market:** The act of making a Product available for the first time on the Union market when supplied for distribution or use within the Union whether for reward or free of charge and irrespective of the selling technique. The concept of making available refers to each individual Product. Guidance on this definition is available in the Blue Guide to the Implementation of Directives Based on New Approach and Global Approach. [https://ec.europa.eu/growth/content/%E2%80%98blue-guide%E2%80%99-implementation-eu-product-rules-0\\_en](https://ec.europa.eu/growth/content/%E2%80%98blue-guide%E2%80%99-implementation-eu-product-rules-0_en)
40. **Product:** any Multifunction Device or Printer falling within the scope of the present agreement, as described in Section 5.2.
41. **Printer:** A commercially-available imaging Product that serves as a hard copy output device, and is capable of receiving information from single-user or networked computers, or other input devices (e.g., digital cameras). The unit must be capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover Products that are marketed as printers, including Printers that can be upgraded into MFDs in the field.
42. **Professional Imaging Product:** A Printer or MFD marketed as intended for producing deliverables for sale, with the following features:
  - a) Supports paper with basis weight greater than or equal to 141 g/m<sup>2</sup>;
  - b) A3-capable;
  - c) If Product is monochrome, monochrome Product speed equal to or greater than 86 ipm;
  - d) If Product is color, color Product speed equal to or greater than 50 ipm;
  - e) Print resolution of 600 x 600 dots per inch or greater for each color;

f) Weight of the base model greater than 180 kg;

and five of the following additional features for color Products or four for monochrome Products, included standard with the Product or as an accessory:

- g) Paper capacity equal to or greater than 8,000 sheets;
- h) Digital front-end (DFE);
- i) Hole punch;
- j) Perfect binding or ring binding (or similar, such as tape or wire binding, but not staple saddle stitching);
- k) Dynamic random access memory (DRAM) equal to or greater than 1,024 MB.
- l) Third-party color certification (e.g., IDEAlliance Digital Press Certification, FOGRA Validation Printing System Certification, or Japan Color Digital Printing Certification, if Product is color capable); and
- m) Coated paper compatibility.

43. **Refilled Cartridge:** Cartridge resulting from a commercial process where used Cartridges are simply refilled and returned to the original user and involves no relabelling, repackaging or replacement of components or parts.

44. **Refilled Container:** Container resulting from a commercial process where used Containers are simply refilled and returned to the original user and involves no relabelling, repackaging or replacement of components or parts.

45. **Remanufactured Cartridge:** Cartridge resulting from a commercial process where used Cartridges are collected, prepared for reuse, remanufactured, refilled, labelled and repackaged. Components may be replaced in order to return the Cartridge to working condition and to meet desired functionality requirements, provided that the Cartridge retains all or as much as possible of the original body. The Cartridge shall contain:

- a) for toner Cartridges, greater than 50% by weight of reused parts not counting toner;
- b) for ink Cartridges, greater than 75% by weight of reused parts not counting ink.

The fraction of reused parts shall be calculated from the parts which are typically replaced/reused during remanufacturing and the bill of materials. Where a bill of materials is not available the fraction of reused parts may be measured as a mass balance average over at least 100 units.

46. **Remanufactured Container:** Container resulting from a commercial process where used Containers are collected, prepared for reuse, remanufactured, refilled, relabelled and repackaged. Components may be replaced in order to return the Container to working condition and to meet desired functionality requirements, provided that the Container retains all or as much as possible of the original body. The Container shall contain:

- a) for toner Containers, greater than 50% by weight of reused parts not counting toner;
- b) for ink Containers, greater than 75% by weight of reused parts not counting ink.

The fraction of reused parts shall be calculated from the parts which are typically replaced/reused during remanufacturing and the bill of materials. Where a bill of

materials is not available the fraction of reused parts may be measured as a mass balance average over at least 100 units.

47. **Signatories:** means all OEM Signatories and Supporting Signatories that have signed this Voluntary Agreement. See in Section 1 the names of initial OEM Signatories and Supporting Signatories of this Voluntary Agreement. An up to date list of the Signatories is available on the EuroVAprint website.
48. **Solid Ink (SI):** A marking technology where the ink is solid at room temperature and liquid when heated to the jetting temperature. Transfer to the media can be direct, but is most often made to an intermediate drum or belt and then offset printed to the media.
49. **Spare Part:** means a separate part that can replace a part with the same or similar function in an equipment. The part is considered necessary for use if the equipment cannot function as intended without that part. The functionality of the equipment is restored or is upgraded when the part is replaced by a spare part. Spare Parts may also be orderable as an assembly (also known as a spare unit).
50. **Standard Size Format Product:** Products categorized as Standard include those designed for standard-sized media (e.g., Letter, Legal, Ledger, A3, A4, and B4), including those designed to accommodate continuous-form media at widths between 210 mm and 406 mm. Standard-size Products may also be capable of printing on small-format media.
51. **Steering Committee:** The co-ordinating and governing body of this Voluntary Agreement, appointed in accordance with the principles set out in Section 13.
52. **Supporting Signatory** means a legal entity or Group that is a signatory to this Voluntary Agreement and that:
  - a) produces:
    - Remanufactured Cartridges or Refilled Cartridges; or
    - Remanufactured Containers or Refilled Containers;that are made available on the EU market and that include, empty Cartridges and Containers collected from EU end users in that production; or
  - b) makes available on the EU market:
    - Remanufactured Cartridges or Refilled Cartridges; or
    - Remanufactured Containers or Refilled Containers; or
  - c) makes available on the EU market Newbuild Compatible Cartridges or Newbuild Compatible Containers;for use in Products of an OEM Signatory or, where that Supporting Signatory also carries out OEM activities, another OEM Signatory.
53. **TEC: Typical Electricity Consumption** method for the Version 3.0 ENERGY STAR® Imaging Equipment (IE) specification. The procedure is to be used to obtain and evaluate the TEC of Standard-size IE Products such as Copiers, digital duplicators, Fax Machines, Multifunction Devices (MFDs), and Printers that use high-temperature technologies such as Electrophotography (EP) and Solid Ink (SI), and those that provide comparable functionality. It is not intended for low-temperature technologies such as conventional Ink Jet (IJ) or

Impact, nor for Large-format or Small-format Products. The key result of this test procedure is a value for typical weekly electricity consumption.

54. **VA Endorsement** means the date on which this Voluntary Agreement is endorsed by the European Commission.

## Annex B: Calculating the compliance rate

The compliance rate is the percentage of Part I qualified units in scope and Placed on the Market in relation to the total number of units in scope and Placed on the Market. A Product is considered Part I qualified when it meets all the requirements as detailed in Section 6.1. relative to the moment of Placing on the Market as defined in Annex A. This means that if a Product doesn't meet a requirement it will not be counted towards the company compliance rate. The compliance rate will be calculated to 2 significant figures as a sales weighted number meaning that Products with high sales will weigh heavier in calculating the compliance rate than low sales Products.

$$\text{Compliance rate} = \frac{\text{Part I qualified units in scope and Placed on the Market}}{\text{Total units in scope and Placed on the Market}}$$

**Table 1 shows a simplified example of how a Signatory must calculate the compliance rate of shipments for a given period for OM Products**

EU shipments from 1st January 2015 to 31st December 2015							
OM Products							
		Sleep power(W)	OM Max sleep power allowance (W)	OM default delay time (Y/N)	Product Meets Voluntary Agreement commitments Part I (Y/N)	Total units shipped	Total Part qualified units
Model 1	IJ Printer	2	1,4	Y	N	50	0
Model 2	IJ MFD	4,5	4,9	Y	Y	70	70
Model 3	IJ MFD	4	4,9	Y	Y	120	120
Model 4	IJ Printer	2,5	2,9	Y	Y	90	90
Total						330	280
Compliance rate							<b>85%</b>



**Table 2 shows a simplified example of how a Signatory must calculate the compliance rate of shipments of TEC Products for a given period**

EU shipments from 1st January 2015 to 31st December 2015											
TEC Products											
		Introduction date	Mono print speed (ipm)	TEC measured (kWh/week)	Max TEC(kWh/week)	standard automatic duplex capability (Y/N)	duplex set as default (Y/N)	Product Meets Voluntary Agreement commitments Part I (Y/N)	Total units shipped	Total Part I qualified units	
Model 1	EP mono Printer	October 2013	15	2	1,2	NA	NA	N	20	0	
Model 2	EP mono MFD	October 2013	30	1,8	2,2	NA	NA	Y	20	20	
Model 3	EP color Printer	October 2013	38	5	5,2	Y	NA	Y	60	60	
Model 4	EP color MFD	February 2014	32	4,3	4,5	NA	NA	Y	100	100	
Model 5	EP mono Printer	February 2014	40	2,5	3	N	N	N	40	0	
Model 6	EP mono MFD	February 2014	45	3,5	3,8	Y	N	N	50	0	
Model 7	EP color MFD	February 2014	42	6	7,1	Y	Y	Y	70	70	
									Total	360	250
									Compliance rate	<b>69%</b>	





## Annex D-1: Test Procedures for Verifying Primary Design Requirements

Part I primary design requirements related to energy consumption requirements (TEC and OM Products), and default delay times (TEC and OM Products) are to be verified through testing.

In all instances, the test procedure is as per the ENERGY STAR Program Requirements Product Specification for Imaging Equipment Version 3.0's "Test Method for Determining Imaging Equipment Energy Use, Rev. Dec-2018" (hereafter "Version 3.0 Test Method").

### **1. Preparation for Testing**

The test engineer is to prepare the equipment under test in accordance with all relevant requirements found in Sections 4-6 of the Version 3.0 Test Method. Sections 4-6 span test setup, pre-test UUT configuration and pre-test UUT initialization.

The application of each relevant requirement is to be noted in the test report or in accompanying documentation.

### **2. Energy Consumption of TEC Products**

The test procedure specified in Section 7 of the Version 3.0 Test Method is to be followed. Measurements shall be conducted according to the Test Method's Table 8 for printers, digital duplicators and MFDs with print capability, subject to the provisions found in point A) of Section 7.2 of the Test Method.

### **3. Energy Consumption of OM Products**

The test procedure specified in Section 8 of the Version 3.0 Test Method is to be followed.

### **4. Default Delay Times**

As per the Version 3.0 Test Method, Default Delay Times shall be measured starting from the completion of the job until the unit enters Sleep Mode. Requirements are detailed in the Test Method's Tables 8 and 10.

## Annex D-2: Verification of Resource Efficiency and Information Requirements

Section	Requirement	Means of Verification
7.1	Availability of N-up Printing.	Reference to availability found within user manual, printing guide, product specification or equivalent
7.2.1 a)	Plastic parts >100 g shall be manually separable into recyclable plastic streams with Commonly Available Tools.	<p>Copy of a relevant GEN member Type Eco label product certificate, e.g. a Blue Angel DE-UZ 205/DE-UZ 219 Office Equipment with Printing Function Basic Criteria product certificate.</p> <p>Alternatively, provision of relevant instructions on how to dismantle the Product such that plastic parts &gt;100g are manually separable. For example, a recycling manual that includes a procedure related to disassembly by hand.</p>
7.2.1 b)	Product shall utilize Commonly Used Fasteners for joining components, subassemblies, chassis and enclosures.	<p>Copy of a relevant GEN member Type Eco label product certificate, e.g. a Blue Angel DE-UZ 205/DE-UZ 219 Office Equipment with Printing Function Basic Criteria product certificate.</p> <p>Alternatively, product disassembly information/instructions or equivalent (e.g. service manuals), as might be prepared and submitted to show product compliance with IEEE 1680.2, the IEEE1 Standard for Environmental Assessment of Imaging Equipment.</p>
7.2.1 c)	Non-separable connections between different materials shall be avoided unless they are technically or legally required.	<p>Copy of a relevant GEN member Type Eco label product certificate, e.g. a Blue Angel DE-UZ 205/DE-UZ 219 Office Equipment with Printing Function Basic Criteria product certificate.</p> <p>Alternatively, product disassembly information/instructions or equivalent (e.g. service manuals), as might be prepared and submitted to show product compliance with IEEE 1680.2, the IEEE1 Standard for Environmental Assessment of Imaging Equipment.</p>

Section	Requirement	Means of Verification
7.2.1 d)	Product plastics shall be marked by material type (ISO 11469 referring ISO 1043, resin identification code, SPI, DIN, or country specific). Marking requirement does not apply to plastic parts weighing less than 25 g or with surface area less than 50 cm <sup>2</sup> ; tape; plastic protective and stretch wraps and labels; or plastic pieces when marking is not possible due to shape. Plastic parts contained in Reused Complex Assemblies are exempted.	Copy of a relevant GEN member Type Eco label product certificate, e.g. a Blue Angel DE-UZ 205/DE-UZ 219 Office Equipment with Printing Function Basic Criteria product certificate.  Alternatively, provision of Signatory policy/guidance document detailing marking requirements by material type and spanning basic polymer in the part, flame retardant material used, filler or reinforcement used to fabricate the part, and plasticiser used.
7.3.1	OEM Signatories shall ensure that joining, fastening or sealing techniques do not prevent access to the following components (when present) in a non-destructive extraction method, and that the extraction method can be carried out using non-proprietary and Commonly Available Tools: a) Batteries b) Printed circuit boards greater than 10 cm <sup>2</sup> c) Ink and toner Cartridges and containers d) Plastic containing brominated flame retardants e) Electronic displays greater than 100 cm <sup>2</sup> f) External electric cables g) Electrolyte capacitors containing substances of concern (height > 25 mm, diameter > 25 mm or proportionately similar volume).	Copy of a relevant GEN member Type Eco label product certificate, e.g. a Blue Angel DE-UZ 205/DE-UZ 219 Office Equipment with Printing Function Basic Criteria product certificate.  Alternatively, product disassembly information/instructions or equivalent (e.g. service manuals).
7.3.2	Accessing such components shall be facilitated by OEM Signatories documenting the sequence of dismantling operations needed to access the targeted components, i.e. each of these operations, the type and the number of joining, fastening and sealing techniques(s) to be unlocked, and tool(s) required. Dismantling instructions will be made available to third parties upon request.	Copy of a relevant GEN member Type Eco label product certificate, e.g. a Blue Angel DE-UZ 205/DE-UZ 219 Office Equipment with Printing Function Basic Criteria product certificate.  Receipt of the Signatory's documented sequence (dismantling instructions) relating to all necessary dismantling operations.

Section	Requirement	Means of Verification
7.4.2	<p><b>[From 18 months after VA endorsement]</b>            7.4.2. Except where Section 7.4.6 below applies, for Product models first Placed on the Market after the date referred to in 7.4.1, OEM Signatories shall make available the Spare Parts listed in (a) – (o) below for such Products and relevant repair information:</p> <p>(i) for a minimum period of five years after manufacturing the last unit of the model in relation to new remanufactured Product models;</p> <p>(ii) for a minimum period of seven years after manufacturing the last unit of the model in relation to new Product models not covered by (i).</p> <p>OEM Signatories shall ensure that these Spare Parts can be replaced with the use of Commonly Available Tools and without permanent damage to the appliance.</p> <ul style="list-style-type: none"> <li>a) Hard disc drives (HDD)</li> <li>b) Solid state drives (SSD)</li> <li>c) Print heads</li> <li>d) Laser unit</li> <li>e) Fuser unit</li> <li>f) Drum unit</li> <li>g) Transfer belts</li> <li>h) Roller kits</li> <li>i) Internal power supplies</li> <li>j) Control circuit boards</li> <li>k) External power supplies</li> <li>l) Control panels including electronic displays</li> <li>m) Toner collection unit</li> <li>n) Ink collection unit</li> <li>o) Power cords and cables</li> </ul>	<p>Link to where spare parts and relevant repair information are available online.</p> <p>Provision of relevant repair information that would be made available.</p>
7.4.3	<p>Applicable Spare Parts for a Product, the procedure(s) for ordering Spare Parts, and the relevant repair information shall be easily identifiable and publicly available on the free access website(s) of the Signatories, at the latest two years after the Placing on the Market of the first unit of a model and until the end of the period of availability of these Spare Parts.</p>	<p>Link to where the relevant repair information is available online, which is to be public (meaning no log in is required) and free access.</p>
7.4.4	<p>For the above Spare Parts, replacement instructions are to be made available either online via manufacturer’s freely accessible websites or in the Product manual or provided with the Spare Parts.</p>	<p>Provision of replacement instructions, whether through link to relevant webpage(s) or through receipt of manual/documentation provided with Spare Parts.</p>

Section	Requirement	Means of Verification
7.4.5	<p>7.4.5.1 The OEM Signatories shall ensure the delivery of Spare Parts within 15 working days of completion of the OEM's standard order processing procedures.</p> <p>7.4.5.2 In the event that the relevant OEM Signatory is unable to comply in whole or part with Clause 7.4.5.1 above due to an event of Force Majeure, that OEM Signatory shall instead comply as soon as reasonably practicable.</p>	Provision of Signatory policy/guidance document that identifies a standard shipment method intended to deliver parts within the specified timeframe.
7.4.6	<p>7.4.6. For Product models first Placed on the Market after the date referred to in 7.4.1. for Product price-points nominally &lt;EUR 300 (as of 2021) OEM Signatories may either:</p> <p>7.4.6.1 make available Spare Parts in accordance with Section 7.4.2 or,</p> <p>7.4.6.2 operate a whole unit exchange service model using reused/refurbished parts or Products taking into account availability of returned units capable of repair and their condition during the sales period of the Product and for a minimum period of five years after the last unit of a model is Placed on the Market.</p>	Evidence of operation of whole unit exchange service, e.g. corporate policy documents in support of this service, relevant online information, etc.
7.4.7	<p>7.4.7. For Products in a whole unit exchange service model OEM Signatories shall make available at least the following Spare Parts, for a minimum period of three years after the last unit of a model is Placed on the Market:</p> <ul style="list-style-type: none"> <li>a) External power supplies</li> <li>b) Power cords and cables</li> <li>c) Except where designed to never need replacement, ink collection units.</li> </ul>	Link to where spare parts are available online.
7.5.1	<p>7.5.1 For Products models first Placed on the Market after the date referred to in 7.4.1. firmware for a model shall be made available for a minimum period of five years after the Placing on the Market of the last unit of the relevant Product model, free of charge or at a fair, transparent and non-discriminatory cost.</p>	Provision of Signatory policy/guidance document demonstrating standard time period for provision of firmware.



Section	Requirement	Means of Verification
7.5.2	7.5.2 From VA Endorsement the OEM Signatories shall not Place on the Market Products designed to be able to detect they are being tested (e.g. by recognising the test conditions or test cycle) and to react specifically by automatically altering their performance during the test with the aim of reaching a more favourable level for any of the parameters declared by the OEM Signatory to the Independent Inspector or included in any of the documentation provided.	Signatory to provide a letter declaring compliance to 5.6.2 for the product subject to compliance verification.
7.5.3	From VA endorsement a software update shall never have the effect of changing the Product's performance such that it no longer meets the requirements of the Voluntary Agreement.	An ENERGY STAR v3.0 test report where the product was tested with the “newest version of the manufacturer’s default driver available at the time of testing”, as specified in the ENERGY STAR v3.0 test method [section 6.1, A, 1), b)] and achieved a PASS.
7.6.1	<b>[For TEC Products only]</b> In order to limit the variety of materials used, plastic casing parts with a mass greater than 100 g shall consist of one single polymer or a polymer blend.	Copy of a relevant GEN member Type Eco label product certificate, e.g. a Blue Angel RAL-UZ 205 Office Equipment with Printing Function Basic Criteria product certificate.  Alternatively, provision of a Product material list that correlates all materials in use and specifies where certain materials are used in housings, with the exact polymer or polymer blend in use detailed. Provision of supporting mass calculations that are directly relatable to the material listing.
7.6.3	<b>[For TEC Products only]</b> All plastic casing parts shall only consist of up to four separable polymers or polymer blends.	Copy of a relevant GEN member Type Eco label product certificate, e.g. a Blue Angel RAL-UZ 205 Office Equipment with Printing Function Basic Criteria product certificate.  Alternatively, a bill of materials or similar document which identifies the polymers used in casing parts.

Section	Requirement	Means of Verification
7.6.4	<b>[For TEC Products only]</b> Large-sized casing parts shall be designed in a way that the contained plastics can be used for the Production of high-quality durable Products by applying available recycling techniques.	Copy of a relevant GEN member Type Eco label product certificate, e.g. a Blue Angel RAL-UZ 205 Office Equipment with Printing Function Basic Criteria product certificate.  Alternatively, provision of internal environmental/quality check list, or similar document/declaration, that reflects this requirement with corresponding evidence (e.g. from design team and/or production) that it has been considered and fulfilled.
7.6.5	<b>[For TEC Products only]</b> The use of coatings for special parts is to be reduced to a minimum, unless it can be demonstrated that it does not alter recyclability. Galvanic coatings on plastic parts are not permissible.	Copy of a relevant GEN member Type Eco label product certificate, e.g. a Blue Angel RAL-UZ 205 Office Equipment with Printing Function Basic Criteria product certificate.  Alternatively, a bill of materials or similar document which denotes presence or absence of coatings.
7.7.1	For all Products Signatories shall make information available to Customers on the minimum percentage of postconsumer recycled plastic content, calculated as a percentage of total plastic (by weight) in each Product.	Provision of the information made available.
8.1	The up-to-date list of qualified Products, according to the requirements set out in Section 5 – 8 of this Voluntary Agreement, together with additional information on how these Products were tested (e.g. parameters and results) will be published on the EuroVAprint website in the format shown in Annex G. The initial list of Products currently made available on the market and corresponding information will be posted on the EuroVAprint website after the compliance report for the period from VA Endorsement to 31 December 2022 has been finalized by the Independent Inspector. For new models introduced after that date, information will be added within two months of when the Product is Placed on the Market. All data will be published in an appropriate searchable and downloadable electronic format, such as a spreadsheet or other open-source document format.	Link to webpage on EVAP website.

Section	Requirement	Means of Verification
8.2	In relation to Products, OEM Signatories' user instructions and/or freely accessible websites shall include information facilitating access to professional repair (internet webpages, addresses, contact details).	Evidence of this information featuring in user instructions and/or on a manufacturer's website.
8.3.1	OEM Signatories shall achieve this through at least one of the following methods: a) A pop-up screen on the End-Users' computer during the initial installation of software (preferred); b) A CD or publicly available website; c) An insertion sheet provided in/on the box of the Product; d) An information sheet to be provided at the time of sale of the Product.	Evidence that resource efficiency information is disseminated through at least one of these methods (e.g. Signatory shares copy of an insertion sheet, information sheet, etc.).
8.3.3	The following information shall be provided as a minimum where applicable: a) Information that recycled as well as virgin paper certified under environmental stewardship initiatives, or carrying recognised ecolabels, may be suitable providing that it meets appropriate quality standards as defined, for example, in EN 12281 on "Printing and business paper for dry toner imaging processes" for papers in the range 75-250 g/m <sup>2</sup> . For specific applications, the lower boundary may be chosen at 64 g/m <sup>2</sup> . i. For Electro Photography Printers: indication that these can print on 64 g/m <sup>2</sup> paper and that this paper contains less raw material per print, thus saving significant resources. ii. Energy can be saved by purchasing ENERGY STAR <sup>®</sup> qualified Products. iii. Description of the benefits of printing in duplex mode (for TEC Products having a duplex function). iv. The environmental benefits of power management. v. The environmental benefits of safe and appropriate collection for recycling. b) The information as described in Sections 6.4.3 (a) (i) to (v) shall be provided in the form of compact statements. c) Paper weight mentioned in the pop-up window (or alternatives as described above) shall be consistent with the paper weight specifications of the Product.	Evidence of inclusion of this information in one or more of the methods listed in a)-d) of 6.4.2.

Section	Requirement	Means of Verification
8.3.4	<p>OEM Signatories shall make available to End-Users information regarding recycled paper via website or other means. Example statements are listed below:</p> <p>a) Recycled paper promotes the circular economy with more recycling saving more natural resources.</p> <p>b) The use of wastepaper to produce recycled paper significantly reduces the amount of energy and water consumed compared to virgin fibre paper. In addition, the forest resources are conserved - an important contribution to biodiversity. Existing environmental savings can be enhanced in a simple and efficient manner.</p> <p>c) Modern recycled paper meets the highest quality requirements for different printing processes - appropriate standards guarantee this. The Products supplied by the Voluntary Agreement Signatories are suitable for using with recycled paper meeting the EN 12281:2002 standard.</p> <p>d) Regarding archiving - recycled paper meets all requirements for long-term storage.</p> <p>e) The use of recycled paper is a visible and credible sign of ecological, resource-efficient behaviour.</p>	<p>Evidence of statements a) to e) being published by the Signatory, either online or via another outlet (e.g. user manual, information sheet, etc.).</p>
8.3.5	<p>Signatories shall make information on the environmental performance of their Products available to Customers via freely accessible websites or user manuals. This should include as a minimum the mandatory information required in ECMA 370.</p>	<p>Evidence of this information existing online, also that this information is freely obtainable and public (i.e. does not require pre-registration and a log in to access).</p> <p>Alternatively, all expected information is found within a user manual. User manual is provided for review by the Independent Inspector.</p>

Section	Requirement	Means of Verification
9.1	<p>9.1 Signatories shall not design, or modify during remanufacturing, any Cartridge or Container to prevent:</p> <p>9.1.1 printing (including cartridge acceptance, calibration and, clean and align printheads, not blocking Data Collection Agents) in the Product for which it is intended with a Remanufactured Cartridge, Refilled Cartridge, Remanufactured Container or Refilled Container produced by any Supporting Signatory; and</p> <p>9.1.2 its recycling.</p>	<p>Declaration from OEM Signatory or Supporting Signatory in the annual compliance report.</p> <p>In relation to “not blocking DCAs” OEM complies if:</p> <p style="padding-left: 40px;">Both the OEM Cartridge or OEM Container and the Remanufactured Cartridge, Remanufactured Container, Refilled Cartridge or Refilled Container each using Original Electronic Circuitry work with the DCA;</p> <p style="padding-left: 40px;">Both the OEM Cartridge or OEM Container and the Remanufactured Cartridge, Remanufactured Container, Refilled Cartridge or Refilled Container each using Original Electronic Circuitry do not work with the DCA;</p> <p style="padding-left: 40px;">The OEM Cartridge or OEM Container does not work with the DCA and the Remanufactured Cartridge, Remanufactured Container, Refilled Cartridge or Refilled Container each using Original Electronic Circuitry does work with the DCA;</p> <p>and does not comply if:</p> <p style="padding-left: 40px;">The OEM Cartridge or OEM Container works with the DCA and the Remanufactured Cartridge, Remanufactured Container, Refilled Cartridge or Refilled Container each using Original Electronic Circuitry does not work with the DCA;</p>

Section	Requirement	Means of Verification
9.2	<p>9.2 Paragraph 9.1 shall not apply:</p> <p>9.2.1 to a Cartridge or Container supplied under a subscription or service model. Where this Paragraph 9.2.1 applies, the Signatory shall provide one of the following two solutions in relation to its Cartridges that Signatories collect in the EU and that cannot be remanufactured:</p> <p>9.2.1.1 The Signatory, its channel partner or a third party acting on their behalf shall take back (under certain conditions) from agreed Signatory location(s) in the EU and remanufacture or recycle the Cartridges. Signatories shall not include other Cartridges or other waste in the consignments; or</p> <p>9.2.1.2 The Signatory shall provide solutions through bilateral arrangements under Paragraph 9.5.4.1 or otherwise so that that the Cartridges can be remanufactured by Supporting Signatories for the production activities that fall within part (a) of the definition.</p> <p>9.2.1.3 the quantities of those Cartridges taken back by Signatories under Paragraph 9.2.1.1 and remanufactured by Supporting Signatories under Paragraph 9.2.1.2 shall be reported under the process set out in Paragraph 9.11 and Annex J.</p>	<p>Signatories to identify the business models or programs excluded by this section in the annual compliance report.</p> <p>9.2.1.3- quantities reported according to Annex J.</p>
9.3	<p>9.3 Neither the Product nor any OEM software or firmware updates for the Product shall be designed to prevent printing (including cartridge acceptance, calibration and, clean and align printheads) using:</p> <p>9.3.1 a Remanufactured Cartridge or Refilled Cartridge produced by a Supporting Signatory that functions using only Original Electronic Circuitry; or</p> <p>9.3.2 a Remanufactured or Refilled Container produced by a Supporting Signatory that functions using only Original Electronic Circuitry.</p>	<p>Declaration from OEM Signatory in the annual compliance report.</p>

Section	Requirement	Means of Verification
9.4	<p>Paragraph 9.3 shall not apply during the period for which the end user customer made a decision through a contract, terms and conditions, or printer features based on clearly presented information to use only OEM Cartridges or OEM Containers. Where this Paragraph 9.4 applies, the OEM Signatory shall provide a solution through bilateral arrangements under Paragraph 9.5.4 or otherwise to the Supporting Signatories in relation to its Products to make them accept Cartridges or Containers referred to in 9.3.1 and 9.3.2 after the contract period is finished,</p>	<p>OEM Signatories to identify the business models or programs excluded by this section in the annual compliance report.</p>

<p>9.5</p>	<p>9.5 Bilateral Arrangements</p> <p>9.5.1 Except where paragraphs 9.2 or 9.4 apply, or except where the elements listed in 9.5.1.1 to 9.5.1.3 below are available for both the OEM and Supporting Signatory cartridges, OEM Signatories commit to offer to Supporting Signatories for the production activities that fall within part (a) of the definition bilateral arrangements on commercially reasonable terms with a defined scope that provide the following elements for printing with Remanufactured Cartridges or Refilled Cartridges produced by the Supporting Signatory from collected OEM Cartridges that function using only Original Electronic Circuitry in OEM Signatory Products:</p> <p>9.5.1.1 a functioning ink or toner level gauge and/or approximate page count remaining if provided with the OEM Cartridge;</p> <p>9.5.1.2 single installation message without the use of inflammatory terminology; and</p> <p>9.5.1.3 that the functionality referred to in 9.5.1.1 and 9.5.1.2 supported by the OEM Signatory under Paragraph 9.5.1 bilateral arrangements is not impacted by OEM Signatory software or firmware updates.</p> <p>9.5.2 Each OEM Signatory has discretion to determine the mechanisms or solutions through which the elements set out in 9.5.1.1 to 9.5.1.3 are provided.</p> <p>9.5.3 The Signatories acknowledge that some OEM Signatories (currently Lexmark, Brother and Xerox) have invested in developing remanufacturing operations for their OEM Cartridges or OEM Containers, which will not limit, but would be recognised in bilateral discussions.</p> <p>9.5.4 Nothing in this Paragraph 9.5 is intended to prevent or restrict any OEM Signatory or Supporting Signatory from 9.5.4.1 agreeing to any other commercially reasonable terms in any bilateral arrangement beyond those set out in Paragraph 9.2.1.2 9.4 or Paragraph 9.5.1 either by adding to the bilateral arrangements referred to in Paragraph 9.5.1 or through separate bilateral arrangements; or</p>	<p>Under Paragraph 9.5.1 where an OEM Signatory makes offers of bilateral arrangements to Supporting Signatories or where the elements listed in 9.5.1.1 to 9.5.1.3 are available for both OEM and Supporting Signatory cartridges without a bilateral arrangement, the outcome can be one of the following:</p> <ol style="list-style-type: none"> <li>1. Evidence of a concluded bilateral arrangement between OEM Signatory and Supporting Signatory; or</li> <li>2. Statement of ‘no interest’ in a bilateral arrangement from a Supporting Signatory (evidence that an OEM Signatory requested a statement of “no interest” from a Supporting Signatory and did not receive a response within 1 month will constitute a statement of no interest for reporting purposes), or</li> <li>3. Evidence the OEM provides additional functionality such as ink/toner gauge display without the need for a confidential bilateral arrangement within the first reporting period; or</li> <li>4. No agreement reached.</li> </ol> <p>Bilateral arrangements are not required in cases 2 and 3 above. Each OEM Signatory shall conclude bilateral arrangements with at least 50% of Supporting Signatories to which cases 2 and 3 do not apply. The Steering Committee may appoint a sub-committee to review and consider amendments to the percentage threshold.</p> <p>Details of concluded arrangements, or the offer of such, are to remain confidential. In the annual compliance report the evidence above shall be anonymous.</p> <p>Information shall be published on a per OEM Signatory basis of the numbers of solutions under cases 1 – 3 above achieved without disclosing the names of the Signatories.</p> <p>[9.5.2 Not applicable.]</p>
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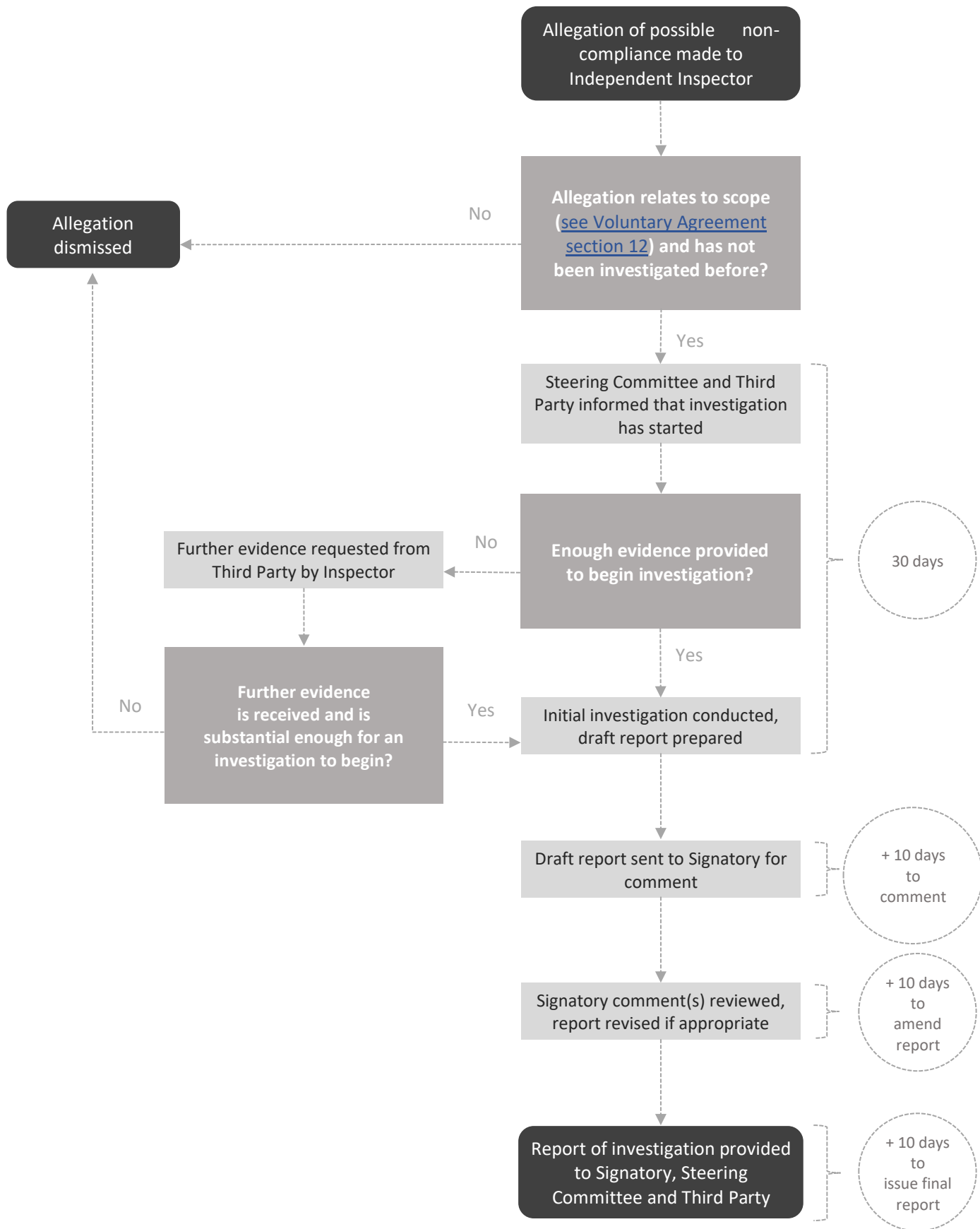
Section	Requirement	Means of Verification
	<p>9.5.4.2 entering into any bilateral arrangements with any legal entity that is not a Signatory.</p> <p>9.5.5 OEM Signatories and Supporting Signatories commit to negotiate bilateral arrangements under Paragraph 9.5 in good faith.</p> <p>9.5.6 Nothing in this Voluntary Agreement obliges any OEM Signatory or Supporting Signatory to divulge to any Signatory any competitively sensitive provision of any bilateral arrangement to which it is a party.</p>	
9.6	<p>9.6 Signatories or persons acting on their behalf shall offer a take back solution for Cartridges. The Signatories shall ensure that their own take back operations comply with all applicable waste transportation and management laws. Costs of take-back solutions are the responsibility of the person offering the take back program namely the relevant Signatory or person acting on its behalf.</p>	<p>Evidence of the existence of such a take back solution (e.g., url for the take back solution webpage, take back program brochure, etc.)</p>

Section	Requirement	Means of Verification
9.7	<p>9.7 Signatories shall:</p> <p>9.7.1 comply with applicable environmental, human health and product performance related EU legal requirements in relation to Cartridges and Containers in particular regarding the management of waste, and the following:</p> <p>9.7.1.1 WEEE Directive 2012/19/EU and Member State implementing legislation;</p> <p>9.7.1.2 RoHS Directive 2011/65/EU and Member State implementing legislation;</p> <p>9.7.1.3 EMC Directive 2014/30//EU and Member State implementing legislation;</p> <p>9.7.1.4 Packaging Directive 94/62/EC and Member State implementing legislation;</p> <p>9.7.1.5 Restrictions under Title VIII of REACH Regulation 1907/2006/EC;</p> <p>9.7.1.6 Registration of substances under Title II and information in the supply chain under Title IV of REACH Regulation 1907/2006/EC;</p> <p>9.7.1.7 Classification, Packaging and Labeling Regulation 1272/2008/EC; and</p> <p>9.7.1.8 POPs Regulation 2019/1021/EU.</p> <p>9.7.2 publish on a freely accessible website safety data sheets following the format and contents of Title IV of REACH Regulation 1907/2006/EC for the inks and toners they supply for use in Products. Where safety data sheets are not legally required under Title IV of REACH then the safety data sheets shall be published in at least one official EU language.</p>	<p>Declaration from the Signatory in the annual compliance report. (The Independent Inspector is not responsible for assuring Signatory compliance with EU regulatory requirements.)</p> <p>For item 9.7.2: Provision of url for SDS.</p>
9.8	<p>9.8 Signatories shall measure page yield for ink and toner Cartridges in accordance with the relevant ISO/IEC Standards where the use of those standards is appropriate. Signatories shall make ink and toner cartridge yield information calculated in accordance with the foregoing Standards available to Customers via freely accessible websites or in user manuals. This obligation shall not apply for Cartridges that are only supplied under business models where the end user customer pays for a service or on a per page basis.</p>	<p>Evidence of this information featuring in user manuals and/or on a manufacturer's freely accessible website.</p>

Section	Requirement	Means of Verification
9.9	<p>9.9.1 Nothing in this Voluntary Agreement shall be construed or applied so as to limit OEM Signatories' or Supporting Signatories' obligations to comply with the law relating to Intellectual Property or construed or applied to prevent OEM Signatories or Supporting Signatories from or to limit them in taking legal action to protect their Intellectual Property.</p> <p>9.9.2 Nothing in this Voluntary Agreement requires any Signatory to offer bilateral arrangements or access to the solutions otherwise offered under paragraph 9.5 above to Supporting Signatories who or whose linked enterprises (i) <del>that</del> do not respect or do not provide appropriate safeguards to respect the Intellectual Property of OEM Signatories, or (ii) avoid, circumvent, or undermine the sustainability goals pursued by the Voluntary Agreement.</p>	Not applicable.
9.11	<p>Each Signatory that makes available on the EU market OEM Cartridges, OEM Containers, Newbuild Cartridges or Newbuild Containers commits to targets to increase the reuse of ink and toner Cartridges and Containers as set out in Annex J and to report on progress towards those targets in each Annual Compliance Report. As further set out in Annex J, all Signatories commit to report data to the Independent Inspector for the purposes of calculating and reporting on progress towards achievement of those targets and to support development of a wider understanding of factors influencing reuse of ink and toner Cartridges and Containers and progress against other aspects of the policy set out in Article 4 of Directive 2008/98/EC ("Waste Hierarchy").</p>	Phase 1- Declaration from Signatory attesting to the provision of data according to Annex J.

<b>Section</b>	<b>Requirement</b>	<b>Means of Verification</b>
9.12	9.12 Signatories shall provide end-users with information on suitable remanufacturing & reuse, or end-of-life management options for used cartridges. This information may be communicated via a freely accessible company website or in the instructions for use.	Url to relevant webpage or provisions of documentation.

## Annex E: Flow Chart - Third Party Allegation Process



## Annex F: Example of Product Environmental Information

Following is an example of Product environmental information provided by Signatories, based on the ECMA 370 standard. Other standard formats can be used by Signatories.

### 1. Annex B1 - Product environmental attributes Imaging equipment

The declaration may be published only when all rows and/or fields marked with \* are filled-in (n.a. for not applicable). Additional information regarding each item may be found under P15.

Brand *		Logo
Company name *		
Contact information * e-mail address		
Internet site *		
Additional information		

The company declares (based on Product specification or test results based obtained from sample testing), that the Product conforms to the statements given in this declaration.	
Type of Product *	
Commercial name *	
Model number *	
Issue date *	
Intended market *	<input type="checkbox"/> Global <input checked="" type="checkbox"/> Europe <input type="checkbox"/> Asia, Pacific & Japan <input type="checkbox"/> Americas <input type="checkbox"/> Other
Additional information	

This is an uncontrolled copy when in printed form. Please refer to the contact information for the latest version.

<p>About Annex B1</p> <p>Annex B1 reflects Product environmental attributes relevant for Imaging Products. The following items from the ECMA-370 Main body are not shown in the template:</p> <p>P9.1 PTEC, ETEC and display resolution P12.1-P12.2 Ergonomic requirements.</p>
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Model number *		Logo
Issue date *		

1.1. Product environmental attributes - Legal requirements		Requirement met		
Item		Yes	No	n.a.
<b>P1 Hazardous substances and preparations</b>				
P1.1*	Products do comply with the current European RoHS Directive. (See legal reference and <sup>NOTE B1</sup> )	<input type="checkbox"/>	<input type="checkbox"/>	
P1.2*	Products do not contain Asbestos (see legal reference). Comment: Legal reference has no maximum concentration value.	<input type="checkbox"/>	<input type="checkbox"/>	
P1.3*	Products do not contain Ozone Depleting Substances: Chlorofluorocarbons (CFC), hydrobromofluorocarbons (HBFC), hydrochlorofluorocarbons (HCFC), Halons, carbontetrachloride, 1,1,1-trichloroethane, methyl bromide (see legal reference). Comment: Legal reference has no maximum concentration values.	<input type="checkbox"/>	<input type="checkbox"/>	
P1.4*	Products do not contain more than; 0,005% polychlorinated biphenyl (PCB), 0,005% polychlorinated terphenyl (PCT) in preparations (see legal reference).	<input type="checkbox"/>	<input type="checkbox"/>	
P1.5*	Products do not contain more than 0,1% short chain chloroparaffins (SCCP) with 10-13 carbon atoms in the chain containing at least 48% per mass of chlorine in the SCCP (see legal reference).	<input type="checkbox"/>	<input type="checkbox"/>	
P1.6*	Parts with direct and prolonged skin contact do not release nickel in concentrations above 0,5 µg/cm <sup>2</sup> /week (see legal reference). Comment: Max limit in legal reference when tested according to EN1811:2011-5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P1.7*	REACH Article 33 information about substances in articles is available at (add URL or mail contact):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>P2 Batteries</b>				
P2.1*	If the Product contains a battery or an accumulator, the battery/accumulator is labeled with the disposal symbol. Information on proper disposal is provided in user manual. (See legal reference)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P2.2*	Batteries or accumulators do not contain more than 0,0005% of mercury or 0,002% of cadmium. (See legal reference)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P2.3*	Batteries and accumulators are readily removable. (See legal reference)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>P3 Conformity verification &amp; Eco design (ErP)</b>				
P3.1*	The Product is CE-marked to show conformance with applicable legal requirements (see legal reference). The Declaration of Conformity can be requested at (add link or e-mail address):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P3.2*	The Product complies with the Eco design requirements for energy-related Products, (see legal reference). Required information is; <input type="checkbox"/> given in item P15 or added to this document, <input type="checkbox"/> available at (add URL):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>P4 Consumable materials</b>				
P4.1*	If a photo conductor (drum, belt etc.) is used in the Product, it does not contain cadmium max 0,01% (see legal reference and NOTE <sup>B1</sup> ).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P4.2*	If ink/toner is used in the Product, it does not contain cadmium max 0,1% by weight (see legal reference).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P4.3*	If the ink/toner formulation/preparation is classified as hazardous or contains a substance for which there are Community workplace exposure limits, the Product/packaging is adequately labeled according to applicable regulations and a Safety Data Sheet (SDS) in accordance with these requirements is available (see legal reference).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>P5 Product packaging</b>				
P5.1*	Packaging and packaging components do not contain more than 0,01% lead, mercury, cadmium and hexavalent chromium by weight of these together.	<input type="checkbox"/>	<input type="checkbox"/>	
P5.2*	The packaging materials are marked with abbreviations and numbers indicating the nature of the material(s) used (see legal reference).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P5.3*	The Product packaging material is free from ozone depleting substances as specified in the Montreal Protocol (see legal reference). Comment: Legal reference has no maximum concentration values.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>P6 Treatment information</b>				
P6.1*	Information for recyclers/treatment facilities is available (see legal reference).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NOTE B1 Restriction applies to the homogeneous material, unless otherwise specified and expressed in weight %. Stating "Yes" means that the Product is compliant with the mandatory requirements.





P7.20\* Postconsumer recycled plastic material content is used in the Product (See NOTE <sup>B6</sup>):

If YES; at least one of the two alternatives below shall be answered;

a) Of total plastic parts' weight > 25 g, the postconsumer recycled plastic material content (calculated as a percentage of total plastic by weight) is        %.

or

b) The weight of recycled material is        g.

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NOTE B6                      Applies to a Product containing plastic parts whose combined weight exceeds 100 g with the exception of printed circuit boards, cables, connectors and electronic components and bio-based plastic material.

<b>Model number *</b>		<b>Logo</b>	
<b>Issue date *</b>			

**1.2. Product environmental attributes - Market requirements (continued)** **Requirement met**

Item	Yes	No	n.a.		
<b>Material and substance requirements (continued)</b>					
P7.21* Biobased plastic material content is used in the Product (See NOTE <sup>B7</sup> ): If YES; at least one of the two alternatives below shall be answered; a) Of total plastic parts' weight > 25 g, the biobased plastic material content (calculated as a percentage of total plastic by weight) is       %. or b) The weight of the biobased plastic material is       g.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
P7.22* Light sources are free from mercury, i.e. less than 0,1 mg/lamp. If mercury is used specify: Number of lamps:        and maximum mercury content per lamp:        mg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>P8 Batteries</b>					
P8.1* Battery chemical composition:			<input type="checkbox"/>		
<b>P9 Energy consumption (See NOTE <sup>B8</sup>)</b>					
P9.1 For the Product the following power levels or energy consumptions are reported:					
Energy mode *	Power level at 100 V AC	Power level at 115 V AC	Power level at 230 V AC	Reference/Standard for energy modes and test method *	<input type="checkbox"/>
Sleep mode for ENERGY STAR® Operational Mode (OM) Products	W	W	W		<input type="checkbox"/>
Standby/off mode for ENERGY STAR Operational Mode (OM) Products	W	W	W		<input type="checkbox"/>
TEC value for ENERGY STAR TEC Products (TEC= Typical Energy Consumption)	kWh/week	kWh/week	kWh/week		<input type="checkbox"/>
	W	W	W		<input type="checkbox"/>
	W	W	W		<input type="checkbox"/>
	W	W	W		<input type="checkbox"/>
	W	W	W		<input type="checkbox"/>
	W	W	W		<input type="checkbox"/>
	W	W	W		<input type="checkbox"/>
External Power Supply Efficiency Level (International Efficiency Marking Protocol) * :					<input type="checkbox"/>
Print/Scan Speed * :        images per minute					<input type="checkbox"/>
Default time to enter energy save mode:        minutes					<input type="checkbox"/>
P9.2* Information about the energy save function is provided with the Product.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>P10 Emissions</b>					<b>1.</b>
<b>Noise emission – Declared according to ISO 9296 (See NOTE <sup>B9</sup>)</b>					<b>1.</b>
P10.1	Mode	Mode description	Statistical upper limit A-weighted sound power level, $L_{WA,c}$ (B)		
	Idle	*	*		<input type="checkbox"/>
	Operation	*	*		<input type="checkbox"/>
	Other mode				
Measured according to: <input type="checkbox"/> ISO 7779 <input type="checkbox"/> ECMA-74 <input type="checkbox"/> Other (only if not covered by ECMA-74)					

NOTE B7 The following is to be excluded from the calculation of percentage: printed circuit boards, labels, cables, connectors and electronic components and postconsumer recycled plastic.

NOTE B8 A Guidance document on Energy Efficiency is available;

see <http://www.ecma-international.org/publications/standards/Ecma-370.htm>

NOTE B9 A Guidance document on Acoustic Noise is available;

see <http://www.ecma-international.org/publications/standards/Ecma-370.htm>

<b>Model number *</b>		<b>Logo</b>	
<b>Issue date *</b>			

<b>1.3. Product environmental attributes - Market requirements (continued)</b>		<b>Requirement met</b>		
Item		Yes	No	n.a.
<b>P10 Chemical emissions from printing Products (See NOTE <sup>B10</sup>)</b>				
P10.2*	Test performed according to ECMA-328 Determination of Chemical Emission Rates from Electronic Equipment (ISO/IEC 28360) <input type="checkbox"/> , other specify:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P10.3	Typical emission rate (operation phase) is (mg/h):  Electrophotographic devices: Ozone      Dust      Styrene      Benzene      TVOC Ink devices:                      Dust      Styrene      Benzene      TVOC			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Note: compliance with maximum emission rates in eco labels to be declared in P14.				
<b>P11 Consumable materials for printing Products</b>				
P11.1*	A Safety Data Sheet (SDS) is available for the ink/toner preparation, even if not legally required (see P4.3).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P11.2*	Paper containing post-consumer recycled fibers can be used, provided that it meets the requirements of EN 12281.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P11.3*	2-sided (duplex) printing/copying is an integrated Product function.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P11.4*	The Product is delivered to end-user with default auto-duplex enabled.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>P13 Packaging and documentation</b>				
P13.1*	Product packaging material type(s):      weight (kg): Product packaging material type(s):      weight (kg): Product packaging material type(s):      weight (kg):			
P13.2*	Product plastic primary packaging is free from PVC.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P13.3*	For Product primary corrugated fiberboard packaging, specify the contained percentage of minimum post-consumer recovered fiber content:      %			<input type="checkbox"/>
P13.4*	Specify media for user and Product documentation (tick box): Electronic <input type="checkbox"/> , Paper <input type="checkbox"/> , Other <input type="checkbox"/>			<input type="checkbox"/>
P13.5	(Please only complete this item if paper documentation used) User and Product documentation on paper media is chlorine-free: If Yes, please specify:  Totally chlorine-free Elemental chlorine-free Processed chlorine-free	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>P14 Voluntary programs:</b>				
P14.1	The Product meets the requirements of the following voluntary program(s):  ENERGY STAR®                      Criteria version:                      Date:                      Product category: Eco-label:                      Criteria version:                      Date:                      Product category: Eco-label:                      Criteria version:                      Date:                      Product category:			
<b>P15 Additional information (See NOTE <sup>B11</sup>)</b>				

NOTE B10      A Guidance document on Chemical Emissions is available; see <http://www.ecma-international.org/publications/standards/Ecma-370.htm>

NOTE B11      Additional lines may be inserted to declare further items, by positioning the cursor at the far right of the row and hitting the <Enter> key.

## Legal references Europe Annex B1

Reference	Declaration item
Directive 2011/65/EU (RoHS Directive) * * Specific exemptions apply for certain Products and applications.	P1.1, P4.1
(EC) 1907/2006(REACH, Annex XVII)	P1.2, P1.4, P1.6, P1.7, P4.2
Regulation (EC) No. 2037/2000, 2038/2000, 2039/2000, (Marketing and use of Ozone layer depleting substances)	P1.3, 5.3
Norwegian regulation relating to restrictions on the use of certain dangerous chemicals 20.12.2002	P1.5
"REACH" Regulation (1907/2006), annex VII	P1.10
Directive 2013/56/EC (Battery and accumulators Directive) * * These provisions shall not apply where, for safety, performance, medical or data integrity reasons, continuity of power supply is necessary and requires a permanent connection between the appliance and the battery or accumulator.	P2.1, P2.2, P2,3, P8.1
Directive 2006/95/EC (Low Voltage Directive)	P3.1
Directive 2004/108/EC (EMC Directive)	P3.1
Directive 1999/5/EC (R&TTE Directive)	P3.1
Regulation (EC) 801/2013 amending Regulation (EC) No 1275/2008 with regard to ecodesign requirements for standby, off mode electric power consumption of electrical and electronic household and office equipment, and amending Regulation (EC) No 642/2009 with regard to ecodesign requirements for televisions	P3.1, P3.2
Regulation (EC) 1907/2006 (REACH Regulation), Article 31, annex II)	P4.3
Regulation (EC) 1272/2008 (CLP Regulation)	P4.3, P7.19
Directive 2004/12/EC ( Packaging Directive)	P5.1
Decision 97/129/EC ( Secondary packaging legislation)	P5.2
Directive 2012/19/EU (WEEE directive)	P6.1

## Annex G: Product information to be published on the EuroVAprint website

TEC Products:

Marketing Model Name	Model number	Meets Voluntary Agreement requirements	Black and white / color	A3 / A4	Wi-Fi	Speed	Mono print speed	Measured TEC (kWh/wk)	Energy Star v3.0 TEC limit (kWh/wk)	Provides auto-duplex	Default auto-duplex enabled	Meets ENERGY STAR default delay time	Test method
Laser Printer	XYZ	Yes					50	1.3	2.7	yes	yes	yes	ENERGY STAR Imaging Equipment Test Method, Rev. Dec-2018
Laser Printer	ABC	Yes					10	0.7	1.3	N/A	N/A	yes	ENERGY STAR Imaging Equipment Test Method, Rev. Dec-2018

OM Products:

Marketing Model Name	Model number	Meets Voluntary Agreement requirements	Measured off mode power (W)	ENERGY STAR v3.0 off mode limit (W)	Measured sleep mode power (W)	ENERGY STAR v3.0 sleep power allowance (W)	Meets ENERGY STAR default delay time	Test method
Inkjet Printer	XYZ	Yes	0.1	0.3	0.9	1.6	yes	ENERGY STAR Imaging Equipment Test Method, Rev. Dec-2018
Inkjet MFP	123	Yes	0.1	0.3	0.7	2.2	yes	ENERGY STAR Imaging Equipment Test Method, Rev. Dec-2018

NOTE: all energy values provided tested at 230V

## Annex H: Membership Form

The organisation/company/  
.....

Signs Industry Voluntary Agreement version 5 to improve the environmental performance of imaging equipment Placed on the Market as [an OEM Signatory] [a Supporting Signatory] or [the authorised representative of a Group that carries out [OEM Signatory]/Supporting Signatory]/[both OEM and Supporting Signatory] activities [DELETE AS APPROPRIATE] and declares that it:

1. satisfies the definition of [OEM] [and/[or] [Supporting Signatory] [DELETE AS APPROPRIATE];
2. fulfils all the requirements of the Voluntary Agreement applicable to [its]/[the Group's activities] [DELETE AS APPROPRIATE]; and
3. will join EuroVApriint and participate in all its operational costs;

For the Signatory

Director or person authorised to sign:

Name: .....  
Function:.....  
Address:.....  
.....  
.....  
.....

Date: .....  
Signature.....

Contact Person for the Organisation/Company:

Name: .....  
Function:.....  
Email:.....  
Telephone:.....

Please send a duly signed and completed Membership Form to:

EuroVApriint  
52 rue Defacqz  
1050 Brussels  
Belgium  
[secretariat@eurovaprint.eu](mailto:secretariat@eurovaprint.eu)  
[www.eurovaprint.eu](http://www.eurovaprint.eu)

## Annex I: Bilateral Arrangement Conceptual Example

This document is intended to provide a conceptual example of type of terms that could be included in a Bilateral Arrangement (BA).

### Introduction

*The intent of this document is to illustrate possible elements of the relationship between one OEM Signatory and one Supporting Signatory in the context of a bilateral arrangement (BA). In this example, the content will be in laymen's terms to show an example of a bilateral arrangement. This outline is not a mandatory list of items to be negotiated and nothing in this outline is a requirement as to how each company may offer the arrangement or what that offer may contain. Each bilateral arrangement must be created and owned by the participating parties. This outline is not intended to be exhaustive and the parties may agree to include additional provisions in a BA.*

*Paragraph 9.5 of the VA provides for OEM Signatories and Supporting Signatories to address issues beyond the baseline functionality set out in Paragraphs 9.1 and 9.3 of the VA through BAs. BAs enable functions/issues to be addressed in a commercially efficient way that is specific to the OEM Signatory technology and Supporting Signatory business.*

*Paragraph 9.5.1 of the VA specifies functionalities that must be addressed in OEM Signatory offers of BAs and Paragraph 9.5.4 provides for OEM Signatories and Supporting Signatories to address other functions/issues that have been discussed in the VA negotiations listed below.*

*Where Paragraph 9.5.1 of the VA applies, the OEM Signatories are required to offer a BA on commercially reasonable terms and with a defined scope to the Supporting Signatories. The core offer made by an OEM Signatory, while subject to negotiation, should be consistent for all Supporting Signatories with the parties to agree on which commercial and discretionary items to include. BAs are intended to find an efficient balance that address Supporting Signatories' key issues. While the majority of OEM Signatories and Supporting Signatories will need to agree BAs for the VA to be successful, it is possible that some Supporting Signatories will not accept the commercially reasonable terms of the OEM Signatory and will not enter into BAs. Specific conformity requirements for Paragraph 9.5 will be set out in Annex D2.*

### Bilateral Arrangements – Possible Heads of Terms

#### Condition Precedent

BA only enters into force once VA is signed by Supporting Signatory company as a Supporting Signatory and when VA has been recognized by the European Commission and is in force.

#### Scope

Taking into account the specific technologies and their limitations, define the technologies and products to which the BA will apply and mutually acceptable conditions (e.g.: SKUs, geographies,



deployment timing, end-user features, Supporting Signatory flexibilities/capabilities, branding & messaging, etc.)

### **Required Functionalities**

Paragraph 9.5.1 of the VA specifies functionalities to be addressed in a BA:

- functioning ink or toner level gauge and/or approximate page count remaining if provided with the OEM Cartridge;
- single installation message without the use of inflammatory terminology; and
- functionalities referred to above are not to be impacted by OEM Signatory software or firmware updates.

### **Additional functions/issues**

Paragraph 9.5.4 of the VA provides that the OEM Signatory and Supporting Signatory may address additional functions/issues. The actual functions/issues addressed, and the specific solutions are at the discretion of the individual OEM Signatory and Supporting Signatory but may include (non-restrictive list):

- enabling collection of data from the use of Remanufactured Cartridges produced by Supporting Signatories when Supporting Signatories use standard MPS software in Supporting Signatory MPS contracts;
- resetting subscription or service model OEM Cartridges to which Paragraph 3.1 of the VA above applies;
- communication to assist Supporting Signatories in remanufacturing.

### **OEM Signatory potential offers:**

In order to implement functions agreed between the parties there are a variety of possible solutions which are dependent on the specific OEM Signatory's technology.

Practical issues to be addressed relating to the implementation may include:

- Working with Supporting Signatory to establish/define acceptable production implementation that will keep Supporting Signatory and OEM Signatory costs "commercially reasonable".
- Maintaining specific knowledge of the Supporting Signatory and their operations gained through this relationship confidential.

### **Supporting Signatory potential offers:**

- Be a Supporting Signatory in good standing of the VA.
- Protect OEM Signatory solution and any specific knowledge of the OEM Signatory or their products or technology gained through this relationship as confidential.
- Abide by the limitations of the agreement scope including the conditions for receiving service/solution (e.g.: only cartridges remanufactured by the specified company and sold under specific Supporting Signatory brand).

### **Process and practical implementation:**

- Timing
- Roll out
- Process

**Define financial aspects of arrangement (cost/payment)**

**Marketing and Communications**

Define what OEM Signatory and Supporting Signatory can/cannot say about the cartridges and about the relationship

**If not addressed in VA, additional aspects that may be included in a bilateral arrangement:**

- Access to empties

**Termination**

If not specifically negotiated, BA becomes void if either party drops from the VA or if the VA is declared no longer in force.

**Confidentiality**

To be addressed by each OEM Signatory/Supporting Signatory

**Liability**

To be addressed by each OEM Signatory/Supporting Signatory.

## Annex J: Targets for Reuse of Cartridges and Containers

### Reuse Targets

1. Each Signatory that makes available on the EU market OEM Cartridges, OEM Containers, Newbuild Cartridges or Newbuild Containers commits to achieve the following Reuse Rates in the year ending 31 December 2025:

	Reuse Rate in 2025
<b>Toner Cartridges and Containers</b>	40%
<b>Ink Cartridges and Containers</b>	14%

2. The Reuse Rate shall be calculated for each Signatory referred to in Paragraph 1 as follows:

2.1 Reuse Rate = 
$$\frac{(B/Mc)}{(A+(B/Mc))}$$

Where A = all new OEM Cartridges, new OEM Containers, Newbuild Cartridges and Newbuild Containers made available on the EU market during the relevant calendar year by a Signatory.

Where B = All Remanufactured Cartridges, Remanufactured Containers, Refilled Cartridges and Refilled Containers made available during the relevant calendar year that were originally made available by the same Signatory referred to in A.

Where Mc is the % of the market for Remanufactured Cartridges, Refilled Cartridges, Remanufactured Containers and Refilled Containers that is participating in the VA. This number will be estimated by a market research firm commissioned by the Signatories for each reporting period and provided to the Independent Inspector for use and reported in the Annual Compliance Report. Mc is included to address the situation where the remanufacturing market is not fully represented by Signatories reporting data under 4.2 below of the Voluntary Agreement. In that case the factor Mc scales up the Reuse Rate to represent the full remanufacturing market.

2.2 A and B shall be reported as units.

3. Progress towards achievement of the targets set out in Paragraph 1 shall be calculated by the Independent Inspector and set out in the Annual Compliance Report including the calculation basis for any scaling up of B.

### Reuse Rates – Data Collection and Reporting

4. In order to enable calculation of the Reuse Rate, each Signatory shall report the following data to the Independent Inspector in accordance with 11.1.4:

4.1 Number of units and weight:

- (a) OEM Cartridges,
- (b) OEM Containers,

(c) Newbuild Cartridges, and/or

(d) Newbuild Containers

that the Signatory has made available on the EU market during the relevant calendar year. The data for (a) – (d) shall be further subdivided into data for ink and toner.

4.2: Number of units and weight:

(e) Remanufactured Cartridges,

(f) Remanufactured Containers,

(g) Refilled Cartridges and/or

(h) Refilled Containers

that the Signatory has made available on the EU market during the relevant calendar year. The data for (e) – (h) shall be further subdivided into data for ink and toner and for the Signatory that originally made them available. Where the Signatory that originally made them available on the EU market cannot be identified data for (e) to (h) shall be separately reported as “unknown new” or “unknown reman”.

#### **Wider Analysis of Reuse and other Aspects of Article 4 of Directive 2008/98/EC**

5. In addition to the reporting under Paragraph 4 above, the Signatories shall report separately for ink and toner the following data to the Independent Inspector for Cartridges and Container also identifying to the extent information is available the Signatory that originally made them available on the market:
  - 5.1 units and weight collected;
  - 5.2 units and weight exported;
  - 5.3 units and weight recycled;
  - 5.4 units and weight sent to energy recovery; and
  - 5.5 units and weight disposed of.
6. Signatories may also agree to gather additional information relating to 4.1(a) – (d) and 4.2(a) – (d) above:
  - 6.1 solutions that avoid or decrease the amount of material put on the market;
  - 6.2 effective pages;
  - 6.2 component reuse units/weight;
  - 6.3 closed loop recycling units/weight; and
  - 6.4 post consumer recycled content units/weight.
7. The Signatories shall determine whether and how to use the data gathered under Paragraphs 4, 5 and 6 above to support development of a wider understanding of factors influencing reuse of ink and toner Cartridges and Containers and progress against other aspects of the policy set out in Article 4 of Directive 2008/98/EC (“Waste Hierarchy”).

#### **Reporting and Confidentiality**

8. Signatories shall instruct the Independent Inspector on how to report the data for the purposes set out in Paragraph 6 the Signatories shall ensure that any such instructions and reporting for the purposes of Paragraphs 3 and 6 do not result in sharing of commercially confidential or commercially sensitive data.