

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

OF

IMAGING EQUIPMENT PLACED ON THE EUROPEAN MARKET

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1 Introduction

The imaging industry is an innovative industry with a long track record on environmental improvements. The imaging industry, represented by EuroVAprint¹, wishes to reiterate its commitment to continuous improvement via this voluntary agreement ("Voluntary Agreement") which it believes will help to contribute to the achievement of the EU Action Plan on Energy Efficiency. It is expected that the proposed Commitments as defined herein will enable direct electricity savings of 25 TWh per year in the EU² excluding the additional savings that will be made through increased resource efficiency. This Voluntary Agreement should enable customers to make more sustainable purchasing decisions by providing them more accurate information on the environmental performance of our products.

With over two years (2011-2012) of hindsight with the previous iteration of the Voluntary Agreement, the imaging industry is now embarked in a revision of its commitments for the years 2014 and beyond. Since autumn 2012, EuroVAprint started consultations at internal and external levels (stakeholders) and has set itself ambitious targets to be adopted under a tight timeframe.

The market coverage of the companies involved in the revision of the VA remains in excess of 95% of units sold in the EU. The goal is to continue to expand the coverage of the Voluntary Agreement and to include as many companies as possible.

The scope of the Voluntary Agreement is based on the ErP Preparatory Study and linked with 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 Studies on "Imaging Equipment" (Lot 4), 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, through multifunctional devices used in offices to accommodate the daily needs for copying, printing, scanning and faxing of documents for groups of office workers, up to highly productive printing systems that are designed to run continuously in print rooms.

When setting out to develop the underlying 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 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 market.

For the reasons outlined above, the imaging industry will commit to the requirements in this Voluntary Agreement for the vast majority of its products. Nevertheless the allowance of exemptions could not be avoided.

In line with the European Commission's Communication on Environmental Agreements at Community level within the Framework of the Action Plan on the Simplification and Improvement of the Regulatory Environment, this Voluntary Agreement has been acknowledged by the European Commission through a Report to the European Parliament and the Council published on 29 January 2013³.

¹ EuroVAprint is a not-for-profit association bringing together all manufacturers of imaging equipment that operate in Europe and have signed the present Voluntary Agreement. The association provides the legal and administrative means to supervise the implementation and monitoring of the present set of binding commitments made by its members. See www.eurovaprint.eu for details

² 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

³ COM (2013) 23 final

The Signatories of this Voluntary Agreement are:

1. Brother International Europe
2. Canon Europe Ltd.
3. Dell
4. Epson
5. HP
6. Konica Minolta Business Solutions Europe GmbH
7. Kyocera Document Solutions
8. Lexmark International nv/sa
9. Murata Machinery Europe GmbH
10. OKI (UK) Ltd.
11. Panasonic Europe Ltd.
12. Ricoh Europe PLC
13. Samsung Electronics Europe
14. Sharp Electronics GmbH
15. Toshiba TEC Germany Imaging Systems GmbH
16. Xerox

2 Objectives

- 2.1 Contribute to the objectives of Directive 2009/125/EC establishing a framework for the setting of ecodesign requirements for energy-related products, in line with Recitals 18-21 Article 17 and Annex VIII on self-regulation measures.
- 2.2 Continuously improve the environmental performance of the types of imaging equipment in scope of this agreement.
- 2.3 Educate users, **in particular end-users**, on best practices for environmental printing.
- 2.4 Promote and secure better energy efficiency for household and office imaging equipment.**
- 2.5 Ensure the involvement of all stakeholders represented in the Consultation Forum in monitoring of the results and updating the requirements of the Voluntary Agreement.

3 Scope

3.1 Core definitions

- 3.1.1 All terms used in this section are defined in **Annex C of the Agreement between the Government of the United States of America and the European Union on the coordination of energy-efficiency labelling programs for office equipment - the EU-US Agreement on ENERGY STAR⁴.**
- 3.1.2 For the purposes of this Voluntary Agreement, “products” are understood as imaging equipment meeting the conditions in section 3.3. The terms “imaging equipment” and “product” do not include cartridges or other consumables.
- 3.1.3 **“Cartridges” refers to cartridges produced by or recommended by the OEM⁵ for use in the products set out in 3.3.1.**

3.2 Product scope

3.2.1 Product categories

The Voluntary Agreement covers imaging equipment belonging to one of the following product categories that have been reviewed in the ErP Lot 4 preparatory study:

- Copiers
- Multifunction Devices (MFDs)
- Printers
- Fax machines.

3.2.2 Marking technologies

This Agreement is limited to the following marking technologies:

- Electrophotography (EP)
- Inkjet (IJ), including high performance IJ
- Solid Ink (SI).

⁴ The EU ENERGY STAR ® program follows an Agreement between the Government of the US and the European Union (EU) to co-ordinate energy labelling of office equipment. It is managed by the European Commission. US partner is the Environmental Protection Agency (EPA) that started the scheme in the US in 1992. Latest EU documents can be found at <http://eur-lex.europa.eu/JOHtml.do?uri=OJ:L:2013:063:SOM:EN:HTML>

⁵ See OEM definition in Annex A below

3.2.3 Household and office equipment

This Voluntary Agreement is limited to household and office equipment, meaning:

- Standard black & white (BW) format products with maximum speed < 66 A4 images per minute
- Standard Colour format products with maximum speed <51 A4 images per minute (Speed to be rounded to the nearest integer as prescribed in the ENERGY STAR ® agreement).

Other format products can be included in their reporting by individual Signatories on a voluntary basis but will not count for the target specified in 4.1 a).

4 Commitments Part I – Primary Design Requirements

A model is considered Part I qualified when it meets all the requirements as detailed in section 4.

4.1 Primary requirements

- a) Products as defined in section 3 and placed on the EU market by Signatories after 1 January 2014 shall comply with the specifications of ENERGY STAR ® v2.0 and default duplex settings requirements set out in sections b) and c) below in accordance with the following targets:

	Period	OM products placed on the EU market	TEC products placed on the EU market
Tier 0*	Jan-Dec 2014	N/A	N/A
Tier I	Jan-Dec 2015	88%	70%
Tier II	Jan-Dec 2016	90%	80%

*Baseline report

NB: Products placed on the EU market between 1 January and 31 December 2013 remain subject to version 4 of the Voluntary Agreement.

For the purposes of compliance with this section, the rate of compliance shall be calculated following the methodology described in Annex B.

- b) The specifications in ENERGY STAR ® v2.0 concern⁶:
- Energy consumption requirements (TEC and OM products);
 - Default delay times (OM products); and
 - Duplex availability (TEC products).
- c) According to the table below, and for TEC products in the relevant speed category introduced after 1 January 2014, duplex-printing is set as default when printing from the computer, meaning that the relevant software (driver or firmware) shall be configured so that the first print-job will be in duplex unless the print settings have been modified at the stage when the product is first installed to function as intended.

⁶ ENERGY STAR ® Program Requirements for Imaging Equipment – Eligibility Criteria (Rev. Jun-2013)

Automatic Duplexing Requirements for all Color TEC Copiers, MFDs, and Printers Monochrome Product Speed, s , as Calculated in the Test Method (ipm; BW)	Automatic Duplexing Requirement	Default Duplex set at shipment or installation
$s \leq 19$	None	Not applicable
$19 < s < 35$	Integral to the base product or optional accessory	At discretion of either the user or manufacturer
$s \geq 35$	Integral to the base product	Required
Automatic Duplexing Requirements for all Monochrome TEC Copiers, MFDs, and Printers Monochrome Product Speed, s , as Calculated in the Test Method (ipm)	Automatic Duplexing Requirement	Default Duplex set at shipment or installation
$s \leq 24$	None	Not applicable
$24 < s < 37$	Integral to the base product or optional accessory	At discretion of either the user or manufacturer
$s \geq 37$	Integral to the base product	Required

- 4.2 TEC products whose intended function is to print on special single-sided media for the purpose of single sided printing (e.g. release coated paper for labels, direct thermal media, etc.) are exempt from the duplex requirements.

5 Commitments Part II – Other Resource Efficiency Requirements

5.1 Availability of N-up printing

All products placed on the market after 1 January 2012 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). A model is considered Part II qualified when it meets all the requirements as detailed in section 5.

5.2 Design for recycling

For all new product models introduced after 1 January 2012:

- Plastic parts >100 g shall be manually separable into recyclable plastic streams with commonly available tools.
- Product shall utilize commonly used fasteners for joining components, subassemblies, chassis and enclosures.
- Non-separable connections (e.g. glued, welded) between different materials shall be avoided unless they are technically or legally required.
- 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 cm²; tape; plastic protective and stretch wraps and labels; or plastic pieces when due to shape marking is not possible. Exempted are plastic parts contained in reused complex modules.

An exemption from the criteria in sections 5.1 and 5.2 will be acceptable for models that are sold in small numbers (less than 5,000 units per year), on the ground that the cost of implementing the criteria is disproportionate to the sales of the product. Exceptions should be reported to the Independent Inspector (see Annex C for reporting template).

5.3 Polymer composition

For all the TEC product models newly introduced after 1 January 2014:

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

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

Large-sized casing parts must 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.

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.

5.4 Cartridges

For all product models newly placed on the market after 1 January 2014:

5.4.1 Any cartridge produced by or recommended by the OEM for use in the product shall not be designed to prevent its reuse and recycling.

5.4.2 The machine shall not be designed to prevent the use of a non-OEM cartridge⁷.

5.4.3 Signatories shall be excused from the requirements of Sections 5.4.1 and 5.4.2 only if the design or technology that is inconsistent with those requirements is necessary to achieve an innovation, development or improvement in the functionality of the product or the cartridge that provides a benefit to the user.

5.5 Recycled plastic content

For all new product models first placed on the EU market after 1 January 2014, Signatories shall make information available to customers on the minimum percentage⁸ of postconsumer recycled plastic content, calculated as a percentage of total plastic (by weight) in each product.

The following may be excluded from the calculation of the percentage: 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.

6 Commitments Part III – Information Requirements for End-Users

A model is considered Part III qualified when it meets all the requirements as detailed in section 6.

6.1 Resource efficiency and energy efficiency

For new models first placed on the EU market after 1 January 2012, Signatories commit to providing end-users with information regarding resource efficiency when using imaging equipment. The intent is to ensure the end-user is made aware of good efficiency practices when they first begin to use a new product.

⁷ See definition in Annex A below.

⁸ In increments of 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.

Signatories shall achieve this through one of the following methods:

- A pop-up screen on the end-users' computer during the initial installation of software (preferred)⁹
- A CD or publicly available website
- An insertion sheet provided in/on the box of the product as defined in Section 3 above
- An information sheet to be provided at the time of sale of the product as defined in Section 3 above

The following information shall be provided as a minimum¹⁰ where applicable:

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/m². For specific applications, the lower boundary may be chosen at 64 g/m².

- 6.1.1 For Electro Photography printers: indication that these can print on 64 g/m² paper and that this paper contains less raw material per print, thus saving significant resources.
- 6.1.2 Energy can be saved by purchasing ENERGY STAR ® qualified products.
- 6.1.3 Description of the benefits of printing in duplex mode (for TEC products having a duplex function).
- 6.1.4 The environmental benefits of power management.

The information as described in sections 6.1.1 through 6.1.4 shall be provided in the form of compact statements.

Paragraph 6.1 applies to: all new product models introduced after 1 January 2012. Paper weight mentioned in the pop-up window (or alternatives as described above) shall be consistent with the paper weight specifications of the product.

6.2 Availability of spare parts

For new models introduced after 1 January 2015, the manufacturer shall declare if spare parts are available, and if available, the length of time that spare parts are available after the end of production. The following information shall be provided to purchasers:

- If spare parts are available, and if available the length of time that they are planned to be available after the end of production.
- If spare parts are available, how to obtain spare parts (or, at the manufacturer's option, compatible spare parts from a different supplier).

Parts to be replaced (spare parts) are those parts which usually have the potential to fail during the typical use of the product. In contrast, those parts whose life cycle usually exceeds the usual life of the product do not have to be held available as spare parts.

6.3 Cartridge disposal and treatment

For products placed on the market after 1 January 2012, Signatories shall provide end-users with information on suitable end-of-life management options for used cartridges. This information may be communicated via a company website.

⁹ This can only be implemented when imaging equipment is managed through computers under mainstream Operating Systems (Microsoft Windows or Mac/OS)

¹⁰ Not all 5 statements mentioned in section 5.1.1 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.

6.4 Information on product environmental characteristics to be provided by Signatories

The following applies to products placed on the market after 1 January 2012:

6.4.1 Signatories shall make information on the environmental performance of their models available to customers. This should include as a minimum the mandatory information required in ECMA 370.

6.4.2 Signatories shall make information on inkjet and toner cartridge yield available to customers based on the measurement standards specified, for example, in ISO/IEC 24711:2006 (for ink), ISO/IEC 19752:2004 (for monochrome toner), ISO/IEC 19798:2006 (for colour toner), or through other company methods.

6.5 Exemption for small numbers

An exemption from the criteria in sections 6.1, 6.3 and 6.4 will be acceptable for models that are sold in small numbers (less than 5,000 per year), on the ground that the cost of implementing the criteria is disproportionate to the sales of the product. Exceptions should be reported to the Independent Inspector (see Annex C, section 4 for reporting template).

7 Independent Inspector

The Independent Inspector is an independent third party designated by the Steering Committee and who is tasked with, and responsible for, the collection and processing of information supplied by Signatories pursuant to Section 7, Annex B and Annex C, and determining a Signatory's compliance with the Agreement in accordance with the commitments, as well as for the carrying out of audits.

The Steering Committee shall engage the services of the Independent Inspector upon terms and conditions that shall require undertakings of confidentiality from the Independent Inspector, and which shall also set out any requirements or applicable mechanisms for a process of appeal, in case this is ever be necessary. The Commission shall have the right to veto the choice of the Independent Inspector.

The chosen Independent Inspector is to:

- Observe confidentiality, where necessary, in order to protect commercial secrets or to preserve sensitive data of a Signatory. The Independent Inspector should sign 'Nondisclosure Agreements' with all the Signatories to the self-regulation measure,
- Be impartial in all its actions and base its opinions and reports only on the facts,
- Interpret applicable rules and figures in a truthful and sincere manner,
- Be free of conflicts of interest and preferably not have any business or other relevant relationship with the Signatories or at least disclose such relationship at the earliest possible stage,
- Perform its tasks with due care and supervise adequately all performed tasks for which it will be responsible.

Information about the Independent Inspector chosen for the self-regulation measure should be published on the website dedicated to the self-regulation measure within thirty days following its appointment.

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

8 Reporting

8.1 Reporting frequency

Signatories shall submit to an Independent Inspector reports based on compliance with the Voluntary Agreement (the “Reports”) according to the guidelines in this Section.

The reports shall be provided according to the template in Annex C.

The Independent Inspector shall publish Annual Compliance Reports according to the following schedule:

- A Report by 30 April 2015 shall cover products placed on the market and Signatory commitments between 1 January 2014 and 31 December 2014. This Report will establish the baseline for the revised Voluntary Agreement.
- A Report by 30 April 2016 shall cover products placed on the market between 1 January 2015 and 31 December 2015.
- A Report by 30 April 2017 shall cover products placed on the market between 1 January 2016 and 31 December 2016.
- Unless differently stated in forthcoming revisions of the current Voluntary Agreement, the following reports shall be established by 30 April every year covering products placed on the market during the previous full calendar year, e.g. by 30 April 2018 for products placed on the market between 1 January 2017 and 31 December 2017.

Within two weeks following the end of a reporting period, the Independent Inspector shall send a request to the Signatories to file their Reports. These shall be submitted no later than **two months and two weeks** after the end of the reporting period.

The Reports shall be compiled by the Independent Inspector into a draft annual progress report (the “Annual Progress Report”) that will be submitted to the European Commission and the Signatories by the 12 April of the calendar year following the end of the reporting period for the purpose of checking inconsistencies and quality. The Independent Inspector will submit the Final Annual Progress Report to the Steering Committee no later than 30 April of the calendar year following the end of the reporting period.

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

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.

8.2 Background data

The Report shall also include a table of anonymised models (per company A, B, etc.) showing how they qualify for the Voluntary Agreement but not including the number of products placed on the market.

In case a member or observer in the Steering Committee wants to verify the qualification of a product that falls under the Voluntary Agreement, the request has to be addressed to the Independent Inspector and the Signatory. Only the Independent Inspector shall provide the organization with the qualification status of a model (yes/no) on a confidential basis within two weeks. Within four weeks of receiving the information, the organization shall be required to inform both the Independent Inspector and the Signatory of the results of the verification.

The Independent Inspector shall only respond to requests for specific models and is not allowed to disclose lists on the qualification status of a Signatory's product portfolio in regards of the commitments that products have to meet.

9 Auditing

Audits should only apply to requirements that can be tested and measured.

In order to avoid unnecessary or baseless audits, Signatories of the VA agree that audits can be random and/or intelligence based, provided that at least all of the following requirements apply:

9.1 Random-based audit

- The Steering Committee is to decide on the number of audits performed per year under a self-regulation measure. The number of audits to be performed in a given year must take into account the number of the Signatories to the self-regulation measure and should not be less than 2.
- The Signatories will finance a maximum of two audits per year. The Signatories to be audited shall be chosen at random by the Independent Inspector.
- The name of the Signatories to be audited will be notified to the Steering Committee.
- A company that has been audited cannot be audited at random for another two years.

9.2 Intelligence based audit

- The Independent Inspector may also run an audit of a specific Signatory if he concludes that specific information justifies such audit. Any third party can make allegations of non-compliance to the Independent Inspector who will assess the information, make a recommendation to the Steering Committee, before proceeding with a new audit. The specific information justifying such audit must be disclosed to an audited Signatory. The Independent Inspector must inform the Steering Committee of the Signatories chosen to be subject to audits.
- The Independent Inspector must inform the Signatory about its audit on the first day of the audit.
- The costs should be covered by the entity making the accusation and reimbursed by the Signatory in case the non-compliance is proven.

The Independent Inspector must prepare a draft of the audit report within thirty days following the closure of the audit procedure. The draft report must be sent to the audited Signatory, which is to provide its comments within fourteen days of the receipt of the draft report. The Independent Inspector must, within twenty days, modify, where appropriate, the draft report following comments received from the Signatory. It must specify in the report which comments provided by the Signatory have not been taken into account.

Within 15 days after the preparation of the final report, the Independent Inspector must submit to all members of the Steering Committee a summary of the performed audit and to present it at the first meeting of the Steering Committee held after the audit.

10 Nature and Organization of the Voluntary Agreement

10.1 Nature of the Voluntary Agreement

The Signatory signs and enters into this Agreement for and on behalf of itself and makes its commitment under the Voluntary Agreement to the European Commission. The consequences of non-compliance are set out in [section 12](#).

This Agreement shall not amount to 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.

Each Signatory shall be treated equally and there shall be no special arrangements for individual Signatories.

10.2 Organisation of the Voluntary Agreement

Signatories and the European Commission are members of the Steering Committee. Each Signatory to the Voluntary Agreement as well as the European Commission shall have the right to nominate one person to represent it at the Steering Committee.

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 twice 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.

Meetings of the Steering Committee shall be open to the following (non-voting) observers:

- Any representatives of EU Member States, as well as Member States of the EEA or EFTA; and
- Organisations that have a permanent seat on the Ecodesign Consultation Forum.

The Chair, after consulting the Steering Committee, may invite one representative from an organisation as an observer. Provided such organisations clearly state the interests they represent, they may participate in Steering Committee meetings on a case-by-case basis.

The Chair must convene an 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 self-regulation measure.

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

Invitations to the Steering Committee meeting must be sent to all members of the Steering Committee, and must be posted on a website of the self-regulation measure not later than thirty days in advance of the meeting.

Documents to be presented and discussed at the Steering Committee meeting must be sent to all members of the Steering Committee, and must be posted online no later than 7 working days in advance of the meeting.

11 Voting rules

The Steering Committee will seek to achieve agreement by consensus at all times. If consensus cannot be achieved, the Steering Committee may reach a decision in accordance with the voting 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.

All reasonable efforts shall be taken to ensure that the decisions of the Steering Committee are taken on the basis of a consensus.

However, where consensus on an issue cannot be achieved in the course of a meeting of the Steering Committee, a call for an indicative vote may be made by the Steering Committee Chair or by a Quorum.

During any voting procedure of the Steering Committee each Signatory shall be entitled to cast a single vote. Only VA Signatories (EuroVAprint members or otherwise) and the European Commission enjoy full voting rights.

If the indicative vote indicates a favourable outcome (two-thirds of those present/represented and voting or greater in favour) but a consensus is nonetheless not achieved, a call for a deciding vote may be made by a Quorum to be held at the following meeting of the Steering Committee. At such second meeting, the adoption of a decision shall be made in accordance with the Voting Rules. At such second meeting, the adoption of a decision shall require:

- a. A Quorum
- b. The agreement of a two-thirds (of those present and voting) majority of the Quorum.

12 Non Compliance

In case a Signatory fails to meet its commitments under Sections 4, 5, or 6 of the present VA, the Signatory should be subject to an audit in the year following the default.

If this audit finds that the Signatory is still not in compliance, it will be considered to have withdrawn from the VA.

In case of non-compliance with the deadlines in Section 7, the Signatory will have 1 month to correct the situation. Should this Signatory fail to comply with this deadline, or fails to meet its obligations for a second year in a row, it shall be considered to have withdrawn from the VA.

The defaulting company may reapply for membership of the Voluntary Agreement.

13 Revision of the Voluntary Agreement

Signatories will initiate the revision of the Voluntary Agreement and its commitments three months after the publication by the U.S EPA of new ENERGY STAR® specifications for Imaging Equipment.

14 Withdrawal from the Agreement

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, who shall inform the Steering Committee.

15 Termination of the Voluntary Agreement

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

- Signatories no longer meet the relevant market coverage threshold (80%) and this continues for a period over six months;
- A majority of Signatories no longer meet the Commitments of the Voluntary Agreement;
- Legislation is implemented that overrules or conflicts with the Voluntary Agreement;
- Signatories have a considerable disadvantage over “free riders”.

Annex A: Definitions

All terms used in this document and not defined in this Annex A are defined in Annex C, Part VII to the Agreement between the Government of the United States and the European Community on the coordination of energy-efficiency labelling programmes for office equipment, as stated in the Annex of Commission decision 2009/347/EC (EU ENERGY STAR®)

1. **Signatories:** means all member companies that have signed this Voluntary Agreement. See in section 1 the name of Signatories of this Voluntary Agreement.
2. **OEM (original equipment manufacturer):** a company that manufactures and commercializes/imports products under its own brand name into the EU territory.
3. **Potential Signatories:** Means OEM, which manufacture and commercialize/import at least one device of the product categories listed in Section 3.2.
4. **Commitments:** Means the Commitments described in Sections 4, 5 and 6 to this Agreement altogether.
5. **Defaulting Signatories:** Means all Signatories given the status of Defaulting Signatory by the Steering Committee in accordance with **Section 12**.
6. **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).
7. **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.
8. **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).
9. **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.
10. **Model:** An imaging equipment 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.
11. **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.
12. **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.
 13. **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.
 14. **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.
 15. **Member States:** The Member States of the European Union
 16. **Quorum:** Two thirds of the Signatories who requested to be on the Steering Committee being present at a meeting.
 17. **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
 18. **Steering Committee:** The co-ordinating and governing body of this Voluntary Agreement, appointed in accordance with the principles set out in Section 10.
 19. **Compliance period:** The period over which companies measure their performance against the Commitments of the Voluntary Agreement.
 20. **Placing on market:** The act of making a product/model available for the first time on the Community market with a view to its distribution or use within the Community whether for reward or free of charge and irrespective of the selling technique. Guidance on this definition is available in the Guide to the Implementation of Directives Based on New Approach and Global Approach. http://ec.europa.eu/enterprise/policies/single-market-goods/documents/internal-market-for-products/new-legislative-framework/index_en.htm#h2-3
 21. **End-user:** A person who uses the imaging equipment for one of its main functions (e.g. printing, scanning, copying). The end-user has 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.
 22. **Customer/purchaser:** A person or legal entity who takes purchasing decisions for the products covered in this Voluntary Agreement.
 23. **TEC: Typical Electricity Consumption** method for the Version 1.1 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.

24. **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.
25. **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.
26. **Commonly available tools:** Widely used, commercially available tools.
27. **Non-OEM Cartridge:** A toner or ink cartridge not sold by the OEM that is remanufactured and/or refilled.
28. A model is considered qualified for the Voluntary Agreement when it is in scope and meets all the requirements as detailed in sections 4, 5 and 6.

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 model is considered Part I qualified when it meets all the requirements as detailed in section 4.1. This means that if a model 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 models with high sales will weigh heavier in calculating the compliance rate than low sales models.

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

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 2014 to 31st December 2014 OM products							
		Sleep power(W)	OM Max sleep power allowance (W)	OM default delay time (Y/N)	Product meets VA commitments Part I (Y/N)	Total units shipped	Total Part I 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		85%

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 2014 to 31st December 2014 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 VA 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		69%

Annex **D**: Signing Form

The organisation/company/
.....

Signs this Industry Voluntary Agreement to improve the environmental performance of imaging equipment placed on the European market.

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 Signing Form to:

EuroVAprint
52 rue Defacqz
1050 Brussels
Belgium
secretariat@eurovaprint.eu
www.eurovaprint.eu

Annex E: 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.