



**RENEWAL OF
PARTNERSHIP AGREEMENT
BETWEEN
BIONEAT
AND
U.S. ENVIRONMENTAL PROTECTION AGENCY
SAFER CHOICE PROGRAM**

1. Statement of Purpose

The purpose of this renewal of the Partnership Agreement ("Agreement") is to renew the basis, terms, and goals of the Safer Choice voluntary partnership between Bioneat of Fort Lauderdale, Florida and the U.S. Environmental Protection Agency ("EPA"). The basic goal of the initiative is to seek and promote innovative chemical products, technologies, and practices that benefit human health and the environment.

A key purpose of the partnership program is to recognize and encourage the formulation of products with environmentally preferable chemistry and collateral benefits, as defined and described in the Safer Choice and Design for the Environment (DfE) Standard ("the Standard") and the associated Safer Choice component-class criteria. For the purpose of this Agreement, these products include the Bioneat products as summarized in the Qualifying Products Table (the "Qualifying Products"). The partnership will strive to promote and advance the environmental, technological, and efficiency benefits of these and future Qualifying Products. As a precondition for partnership, Bioneat" agrees to work with a Safer Choice-qualified third-party profiler to develop the chemical and other information needed as the basis for this agreement and to have periodic audits of its Qualifying Product(s) (see Section 14).

This Agreement describes in general terms how Bioneat formulates the Qualifying Product, its environmental and human health benefits, and how Bioneat and EPA will work together to continually improve the health and environmental profile of the Qualifying Product and educate the consumer on these improvements and the Safer Choice program.

Product Name	Product Category	I/I or Consumer	Partnership Agreement Date
Bioneat NTS-1 Soap Concentrate	All-Purpose Cleaners	Both	Original: 10/5/2021 Renewed: see sec. 17

2. Statement of Context and Challenge

Each year, commercial formulators use billions of pounds of chemical ingredients to make a wide variety of general purpose and specialized cleaning products. EPA is concerned about the effect certain chemicals might have on environmental quality and on the health and safety of workers and the public who use cleaning products or may come in contact with them.

EPA believes that cleaning product formulators can improve the environmental and health profile of their products by using ingredients that are inherently less toxic, less environmentally persistent, less bioaccumulative, and that degrade to substances with similar desirable characteristics when compared to ingredients in some conventional formulations. Additional benefits can be derived through environmentally oriented reformulation. Energy efficiency, resource conservation, and sound management practices offer important additional components for measurable and sustainable improvement in cleaning products and programs.

EPA believes that conventional cleaning formulations, especially those for industrial/institutional (“I/I”) use, may rely on certain ingredients whose environmental and human health profiles can be improved.

3. Bioneat’s Improved Cleaning Chemistries

In conjunction with the Safer Choice review process, Bioneat has reformulated a product for I/I and consumer cleaning and maintenance that, according to Bioneat, meet EPA’s recommendations and offer improved health and environmental characteristics. These Qualifying Products use ingredients that have been evaluated by EPA and are determined to be safer than traditional chemical ingredients, resulting in formulations with more positive environmental and human health characteristics than conventional formulations. These safer chemicals and ingredients are listed on the EPA Safer Chemical Ingredients List (SCIL) or are proprietary and qualify for listing but are withheld to protect intellectual property. The SCIL is a list that helps manufacturers find safer chemical alternatives that meet the criteria of the Safer Choice program (see <https://www.epa.gov/saferchoice/safer-ingredients>).

In addition, this Qualifying Product only uses surfactants that biodegrade readily to non-polluting substances, which helps relieve stress on the environment, especially threats to aquatic life. By not including environmentally harmful builders or extreme pH in this formulation, the environment-friendly profile and safety characteristics of this product is further enhanced. For example, an inorganic phosphate-free formula may promote a better balance of nutrients in the environment and healthier fresh water bodies. Safer sequestrants biodegrade readily to non-hazardous compounds and protect against environmental loading of metals. Mild pH formulas help protect workers, the environment, and building infrastructure. (For more information on the attributes and benefits of these products, see Section 7.)

composition, ingredients, and attributes of its Qualifying Products. EPA has not independently identified, i.e., via chemical analysis, the ingredients in the submitted formulas, nor evaluated any of Bioneat's non-ingredient claims. EPA expresses its judgment and professional opinion only as to the environmental and human health characteristics of the Qualifying Products, based on currently available information and scientific understanding. Bioneat's obligations under any federal, state, or local regulations governing the company or these products are in no way altered by its partnership with EPA.

4. Bioneat’s Commitment to Formulate for the Environment

As part of the Bioneat–EPA partnership, Bioneat agrees to formulate and produce the Qualifying Product using agreed upon ingredients which have a more positive health and environmental profile than conventional formulations. To preserve the non-confidential nature of this document, a generic description of the ingredients in the Qualifying Product and their safer chemical status appears below.

As documentation of the Qualifying Product at the time of this Agreement, and to set a baseline for future improvements and formula changes, Bioneat has provided to EPA the specific and complete chemical composition for this product. This section’s ingredient-by-ingredient descriptions are intended to serve as surrogates for the actual formula. Bioneat reserves the right, however, to change ingredients, provided that their health/environmental profile is equal to or better than those in the current formulations and that any substitution occurs in consultation and agreement with EPA (see Section 12).

If any change is made to the agreed formulation, Bioneat agrees to notify EPA of the change and provide the new formulation, unless the change is made to a commodity ingredient (i.e., changing ingredient supplier). Such changes include, to the best of Bioneat’s knowledge, a change to any ingredient supplier in the supply chain for the qualifying products. EPA agrees to notify Bioneat of the need for ingredient profiling and will make recommendations for changes to the formulation as needed in order to remain a Qualifying Product. EPA will keep confidential all product formulas and other proprietary information that Bioneat furnishes to the Agency (see confidentiality provisions in Section 11).

The following is a non-confidential representation of the ingredients in the Qualifying Products, with their safer chemical status or areas identified for future improvement, as evaluated and designated by EPA:

<u>Ingredient</u>	<u>Safer Chemical Status</u>
Bioneat NTS-1 Soap Concentrate	
Surfactant	Low human health and environmental concerns.
Processing Aid 1	Low human health and environmental concerns.
Processing Aid 2	Low human health and environmental concerns.

Adoption and use of the formulations described in this Agreement does not preclude, nor should it impede, Bioneat in its efforts to further improve the health and environmental profile of the Qualifying Product. In fact, a main element of the Bioneat–EPA partnership is to provide Bioneat the opportunity to work with EPA chemists, environmental scientists, and risk reduction staff in

5. Continuous Environmental Improvement

Bioneat agrees to make continuous environmental improvement an important element of its research and development activities related to its Qualifying Products. In addition to the environmentally oriented formulations set forth in Section 4, Bioneat agrees to investigate the feasibility of making additional improvements in the environmental and health profile of the Qualifying Products.

Ingredients allowed for functionality. Bioneat agrees to explore the use of and, if feasible, reformulate with safer alternatives to ingredients allowed for functionality, as detailed in Section 4, during the period of the Agreement. While these ingredients are best-in-class chemicals and among the safest available for a particular function, the function fulfilled by the chemical should be considered an area for safer chemistry innovation.

Bioneat may consult with EPA about other products and, following EPA review and assessment, may request that one or more new Qualifying Products be added to this Agreement. With EPA's approval, this Agreement may be amended as set forth in Section 12 to include new Qualifying Products.

Bioneat and EPA agree to discuss on a yearly basis the status of Bioneat's reformulation research and continuous improvement activities related to the Qualifying Products. Bioneat may, at any time, request consultation and technical assistance from EPA in determining which chemical ingredients possess more positive health/environmental characteristics. Bioneat may use informational materials from Safer Choice's website as general guides to environmentally desirable attributes for cleaning products.

6. Formulator Right to Know

Cleaning product formulators have a right to know the properties and potential risks – to their employees, customers, and communities – of the chemicals they use. Manufacturers of raw materials for detergents and other cleaning products should ascertain and communicate the properties and potential toxicity of their products, especially those made and sold in large quantities.

As part of its partnership with EPA, Bioneat agrees to ask its raw material suppliers for test data on the chemicals they sell and that Bioneat uses in its products. If the raw material suppliers do not have test data on their chemicals, Bioneat agrees to encourage them to perform basic physicochemical and toxicity testing. Upon request by EPA, Bioneat agrees to share with EPA any available chemistry or toxicity information on its ingredients that it obtains from its suppliers.

To help ensure that any new testing serves to enhance the profile and general understanding of a particular chemical, all prospective studies should be considered in the context of the guidance offered in EPA's chemical evaluation programs (<https://www.epa.gov/chemicals-under-tsca>) and the Screening Information Data Set (SIDS) Program of the Organization for Economic Co-operation and Development (OECD) (to learn more, visit <http://webnet.oecd.org/hpv/ui/Default.aspx> and https://cfpub.epa.gov/si/si_public_record_Report.cfm?Lab=&dirEntryID=2854).

Bioneat's Qualifying Product offers users the following set of benefits:

Environmental Protection

The Qualifying Product is formulated with the environment and human health strongly in mind and uses the following types of ingredients: biodegradable surfactants, with byproducts that are less toxic than the parent compound; solvents that are not hazardous air pollutants and pose no threat to the Earth's ozone layer; and other components with a more positive environmental profile than in conventional cleaning products.

Worker/Consumer Safety

The Qualifying Product is also formulated to help ensure a safer workplace. Users of this product benefit from ingredients that include no components that pose serious hazards. This benefit is amplified for janitors, maintenance staff, housekeepers, and others who must use cleaning chemicals in confined spaces on a daily basis. Importantly, a safer health profile especially benefits children, who spend a large part of their day in indoor environments and can be particularly sensitive to the chemicals in some cleaning products. Also, the mild pH, low volatility, and low potential to catch fire enhance the safety profile of this product.

Resource Conservation

The Qualifying Product also has certain attributes that may significantly reduce wear and tear on substrates, fabrics, and other surfaces with which the product comes in contact, thereby extending their usable life.

Customer Education

Bioneat acts as a product steward by providing its customers information on environmental and worker safety matters and trains its sales force on the benefits of formulations with improved environmental and health characteristics.

Bioneat agrees to inform customers of the Qualifying Product about the Bioneat-EPA/ partnership, the meaning of the Safer Choice label, and the Safer Choice program's role in helping to protect human health and the environment. Bioneat agrees to make available to its customers an EPA contact to who they may direct questions or comments on the partnership.

8. EPA Certification and Support

Bioneat may use the Safer Choice label, shown on Attachment A to this Agreement, on containers or container packaging of the Qualifying Product or on advertising related solely to this product, provided that EPA has reviewed and approved the intended use of the label. Bioneat agrees to not use the label or describe EPA's certification on any general Bioneat materials, non-Qualifying Products or associated literature, or advertising not related to the Qualifying Product. Bioneat is not permitted to use the EPA official seal or logo at any time.

Use of the Safer Choice label must be accompanied by the program web address, epa.gov/saferchoice, as shown on Attachment A. Additionally, when advertising the qualifying product or informing consumers about it, Bioneat must include the endorsement disclaimer which

website) to include the disclaimer connected with advertising for the Qualifying Product:

EPA certification does not constitute endorsement of this product. The Safer Choice label signifies that the product's formula, as Bioneat has represented it to the EPA and as verified by audit, meets the requirements of the Safer Choice and Design for the Environment Standard. EPA relies solely on Bioneat and its suppliers, their integrity and good faith, for information on the product's composition, ingredients and attributes. EPA has not independently verified – via chemical analysis – the ingredients in the product, nor evaluated any of Bioneat's non-ingredient claims. EPA provides its evaluation only as to the product's human health and environmental characteristics, as specified in the Safer Choice and Design for the Environment Standard.

The Parties acknowledge that under 5 C.F.R. §2635.702(c), EPA may not endorse the purchase or sale of commercial products and services provided by Bioneat. The Parties agree to ensure that promotional materials describing or resulting from this Agreement do not contain statements implying that EPA endorses the purchase or sale of commercial products. This includes statements to the public in news releases, publications, on websites or any other media.

Bioneat agrees to make available to EPA for review and approval any materials, including press releases, promotional materials and advertisements that Bioneat develops in connection with the partnership, and especially information that describes or characterizes the Safer Choice program or EPA's position on issues related to the cleaning product sector.

Bioneat agrees to discontinue use of the Safer Choice label or any other form of EPA certification, within 30 days, under the following circumstances: If Bioneat stops formulating the Qualifying Products using the agreed upon ingredients; upon the termination of this Agreement; or, if so notified by EPA in writing when, pursuant to Section 3.4 of the Standard, continuation of the partnership and certification of products in a certain class would adversely affect the value of the program's label and undermine its health-and-environmental-protection goals. Bioneat further agrees that it will use its best efforts to ensure that any associated merchants, distributors, or online vendors also cease use of the label.

9. Limitations

All commitments made by EPA in this Agreement are subject to the availability of appropriated funds and budget priorities. Nothing in this Agreement, in and of itself, obligates EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations. This Agreement does not exempt Bioneat or any other organization from EPA policies for competition for financial assistance agreements or procurement contracts. Bioneat agrees not to submit a claim for compensation for services rendered to EPA in connection with any activities it carries out in furtherance of this Agreement. Any endeavor involving reimbursement or contribution of funds between the parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures, and will be subject to separate agreements.

This Agreement does not create any right or benefit, substantive or procedural, enforceable by law or equity against Bioneat or EPA, their officers or employees, or any other person. This Agreement does not direct or apply to any persons outside Bioneat or EPA.

On an annual basis, Bioneat agrees to provide to EPA its best estimate of the production volume of the Qualifying Product (if possible, in pounds per year or gallons per year).

At EPA's request, Bioneat agrees to make available to EPA, on a confidential basis, formulation bills of materials that confirm that the Qualifying Product contains the ingredients agreed to in this Agreement or have been modified in accordance with its terms.

Bioneat agrees to make reasonable attempts to monitor the cleaning product market and agrees to inform EPA about the Qualifying Product's influence on the market, including growth in sales and number of new customers, as well as the perceived value in Safer Choice certification. Bioneat agrees to report on customer acceptance of and satisfaction with this product when this information is available.

As discussed in Section 5, Bioneat agrees to furnish periodic updates to EPA on the continuous improvement component of its research and development activities and on its ongoing efforts to improve the health/environmental profile of the Qualifying Product. As a condition of partnership, Bioneat has demonstrated to EPA the performance of its Qualifying Product according to the guidelines provided by Safer Choice (see www.epa.gov/saferchoice/standard). Bioneat agrees to also share with EPA the results of any additional performance testing or verification when that information becomes available.

11. Confidentiality

In matters relating to this Safer Choice partnership and Agreement, EPA agrees to handle all information claimed by Bioneat as confidential business information in accordance with EPA confidentiality procedures (see 40 CFR part 2, subpart B). EPA and Bioneat agree that information supplied to EPA by Bioneat regarding the formulas of any Bioneat products or in connection with any audits required pursuant to Section 14 of this Agreement is covered by the foregoing sentence.

EPA agrees to only use the information provided by Bioneat for purposes related to the Bioneat-EPA partnership and disclose the information only to EPA employees and EPA contractors cleared for confidential information with a specific need to know.

12. Amendments to the Agreement

Bioneat may request that EPA add new Qualifying Products to this Agreement when reformulated. If EPA agrees to the addition or change, the essential elements from Sections 3, 4, 5 and 7 of the current Agreement may be amended. Bioneat and EPA agree to collaborate in developing the specific language for the amendment, which must be signed by an appropriate official for both parties. All other provisions of the Agreement shall be incorporated by reference.

13. Private Label, Licensee, and Toll Manufacture Products

Bioneat acknowledges and agrees to the following roles, limitations, and responsibilities when third parties are involved in the manufacture of Safer Choice-certified products.

identical to those in a specified Safer Choice-certified product, or very similar, and the ingredients that are different have been approved in the partnership agreement. A licensee or toll manufacture product may carry the Safer Choice label provided that its contents are identical to those in a specified Safer Choice-certified product.

Ready To Use private label products – where the dilution of a certified concentrate is conducted by the private label company – can be certified as a private label on a case-by-case basis. The partner must communicate to Safer Choice the concentrate that is being diluted and verify the corresponding dilution rates.

Before manufacture of any private label product that will carry Safer Choice recognition, Bioneat must inform and receive permission from Safer Choice, indicating the name of the private label product, the label owner, and the specific Safer Choice-certified product to which it is identical or on which it is based. Before manufacture of any licensee or toll manufacture product, Bioneat must inform and receive permission from Safer Choice, indicating the name of the licensee or toll manufacturer and of the specific Safer Choice-certified product to which the licensee or toll manufacture product is identical. To assure quality, the licensee or toll manufacture product must be manufactured under an agreement between Bioneat and the licensee or toll manufacturer and the agreement must be available to Safer Choice on request.

Bioneat agrees to ensure that its private label, licensee and toll manufacture products comply with the audit provisions in Section 14.

14. Partnership Surveillance and Audits

To ensure that the contents of certified products are as represented to the Agency under this agreement and that all other aspects of the Bioneat-Safer Choice partnership comport with the Standard and criteria documents, Bioneat agrees to participate in Safer Choice's surveillance and auditing program. The program will consist of annual audits: an on-site audit must take place within the first year of partnership formation, provided that the partnership products are being manufactured, and then once per three-year partnership period; and desk audits will occur in the non-site audit years, including a renewal in the year of partnership renewal, as appropriate.

Bioneat will make its manufacturing facilities and certified-product-related records available to Safer Choice-authorized third-party profilers. On an annual basis, Bioneat agrees to submit to the third-party profiler desk audit materials as specified in the Standard, Annex C.1. These materials will include a list of ingredients for each certified product and a statement that the ingredients and all claims made regarding the Agency's certification (e.g., use of the Safer Choice label) comport with this agreement.

Approximately every three years, Bioneat will allow a third-party profiler to visit its manufacturing facility and conduct an audit, which will include the elements listed in the Safer Choice Standard, Annex C.2. The audit will focus on the manufacturing process and the procedures in place to ensure that certified products comport with this agreement.

If the audit reveals items of noncompliance, Bioneat will promptly correct the noncompliance. Bioneat shall submit to the third-party profiler and to Safer Choice, in writing and within 30 days of receiving written notice of noncompliance, the following: a root-cause analysis, an

third-party profiler shall confirm that Bioneat has taken the remedial action necessary to assure Safer Choice of Bioneat's ability to satisfy the terms of this agreement. Bioneat agrees to adhere to the implementation and compliance schedules Safer Choice establishes and may revise from time to time (see Safer Choice Implementation and Compliance Schedules at <https://www.epa.gov/saferchoice/safer-choiceimplementation-and-compliance-schedules>).

Unaddressed or egregious noncompliance may serve as grounds for terminating the partnership. In any case of serious noncompliance, Bioneat may be asked to do the following: immediately cease use of the Safer Choice label; estimate the quantities of currently certified product; and confirm the cessation and estimate in writing. Procedures for handling existing stocks of products and labels will be determined on a case-by-case basis.

15. Ingredient Communication

To enhance public awareness of the safer ingredients in Safer Choice-certified products and in the spirit of more complete communications on chemicals in common use, Bioneat agrees to disclose the contents of their Safer Choice-certified products as described herein and in the Safer Choice Standard, Section 3.8.

Bioneat must disclose all intentionally added ingredients in their Safer Choice-certified products, except for "incidental ingredients," that is, ingredients present at insignificant levels that have no technical or functional effect (e.g., reagents, processing aids, and impurities, as defined in 21 §701.3(l)).

Bioneat agrees to disclose its ingredients in one of the following locations: on the product label; on their website; at a toll-free number; or, on another media approved by Safer Choice. If disclosure does not occur on the product label, Bioneat must provide the location of the ingredients on the label, e.g., the website address or toll-free number. If disclosure occurs via a toll-free number, it must be available to the public at all times.

Bioneat must use the Chemical Abstracts Service (CAS) Registry Number, if available and not trade secret information (as defined in the Uniform Trade Secrets Act), and one or more of the following nomenclature systems to describe their ingredients: CAS name; the Household & Commercial Products Association (HCPA) Ingredient Dictionary name; International Nomenclature of Cosmetic Ingredients (INCI) name; or, International Union of Pure and Applied Chemistry (IUPAC) name. Where needed to protect trade secret information, Bioneat may, at a minimum, use a chemical-descriptive name, for example, the EPA Premanufacture Notice generic name or the HCPA Dictionary name, in lieu of the specific chemical name; however, the name must be as specific as possible without revealing trade secret information.

Bioneat must list dyes, colorants, and preservatives by a chemical-descriptive name. Bioneat may list scent ingredients as "Fragrance" on the label, but must also indicate where detailed information can be found; for example, the website list, or subset of the list, of fragrance materials authored by the International Fragrance Association (IFRA) and available on IFRA's website (<https://ifrafragrance.org/>). Alternatively, Bioneat may state on its website the ingredients in the fragrance or the palette of fragrance materials used in its product, and may also include the ingredients not used in the fragrance.

over 1.0% (measured on a weight-weight percentage basis), ingredients must be listed in descending order, with the ingredient at the highest percentage in formula listed first; for those present at or below 1.0%, ingredients may be listed in any order.

16. Primary Packaging

In accordance with Section 4.2.5 of the Standard, Bioneat agrees that its primary packaging will either be recyclable and be made of a certain percentage of post-consumer recycled content (specified below), or be designed to be reused. For packaging that is recyclable, Bioneat must also meet the minimum post-consumer recycled content (by weight) for various packaging material as listed below. Multi-material packaging will be considered on a case-by-case basis.

- Plastic packaging requires 15% minimum post-consumer recycled content.
- Glass packaging requires 25% minimum post-consumer recycled content.
- Fiber/cardboard/paper packaging requires 50% minimum post-consumer recycled content.
- Metal packaging requires 30% minimum post-consumer recycled content.

In certain circumstances, if Bioneat's primary packaging cannot meet the requirements for recyclability and/or minimum post-consumer recycled content, the partner may request an exemption to these criteria and provide a rationale and supporting documentation for the exemption.

Bioneat further agrees that its product labels associated with primary packaging will not affect recyclability. Bioneat will include clear instructions, or a link to online instructions, on the packaging regarding how to recycle.

In addition, Bioneat agrees that the following chemical ingredients will not be intentionally introduced into packaging materials: cadmium, lead, mercury, hexavalent chromium, per- and polyfluoroalkyl substances (PFAS); bisphenol-based chemicals such as Bisphenol A (BPA); and dibutyl phthalate (DBP), diisobutyl phthalate (DIBP), butyl benzyl phthalate (BBP), di-n-pentyl phthalate (DnPP), di (2-ethylhexyl) phthalate (DEHP), di-n-octyl phthalate (DnOP), diisononyl phthalate (DINP), and diisodecyl phthalate (DIDP).

Either party may, upon written notification, terminate this Agreement. In any event, the Partnership will terminate three years from the date of signature, unless the parties renew a Partnership Agreement prior to the expiration date. EPA will, upon request, provide additional time past the expiration date to complete the product renewal process, provided that Bioneat is otherwise in compliance and pursuing product renewal; during this time, which must not exceed six months, all provisions in the Agreement will remain in effect.

If the Agency becomes aware of serious adverse health or environmental effects implicating a product class, EPA may end an existing partnership in that class during the partnership period and discontinue product certification in the class, as circumstances warrant. In such a case, EPA will notify the affected partners and stakeholders of the situation and its intention to exit the class. EPA may provide an opportunity for comment. If EPA decides to end an existing partnership, EPA will allow a period of time for the partner to cease use of the label.

We agree to these terms and provisions:

For Bioneat

For the U.S. Environmental Protection Agency

William A. Cibotti

William A. Cibotti
President

THOMAS
TILLMAN

Digitally signed by
THOMAS TILLMAN
Date: 2024.11.13
14:22:27 -05'00'

Tom Tillman
Associate Director, Sustainability, Prevention, and
Right-to-Know Division

Date 11/08/2024

Date _____

Example of Appropriate Use of the EPA/Safer Choice Certification Mark

