



Policy and Guidelines Statement

25 February 2008

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1 Introduction

CleanGredientsSM is an online database of industrial and institutional (I&I) cleaning product ingredients. It presents reliable, technical, ingredient-specific information on standard physical and chemical properties *plus* relevant environmental and human health attributes, thereby aligning broad environmental and human health goals with the cleaning product industry's business objectives.

CleanGredients is a project of GreenBlue, a not-for-profit, 501(c)(3) tax-exempt organization. It has been developed in partnership with the U.S. Environmental Protection Agency (EPA) Design for the Environment (DfE) Program.

CleanGredients is designed to help formulators identify ingredients that have potential environmental and human health and safety benefits and to help manufacturers and producers of cleaning product ingredients showcase their ingredients with potential environmental and human health and safety benefits. CleanGredients supports formulation of high quality cleaning products, whether to meet corporate internal objectives, regulations, voluntary product recognition programs, or national and international eco-labels.

Formulators who use CleanGredients will gain cost savings and efficiency through access to a green chemical marketplace of information, reducing the cost of research and development and providing faster speed-to-market. Suppliers gain increased branding, further credibility, and access to a new sales channel.

For each chemical entered into the database, the key human health and environmental attributes must be reviewed by an independent, qualified third party. The key attributes for each ingredient class are recommended by a stakeholder committee through a consensus process, in order to provide a rational and science-based framework to promote the understanding and application of proactive and precautionary design principles. One of the attributes included in CleanGredients is the "DfE Screen," a set of criteria established by the U.S. EPA DfE Program intended to identify chemicals that are best in their class, helping to send a clear signal to chemical manufacturers about the types and quality of chemicals they produce.

CleanGredients is organized by ingredient class and is searchable by chemical class, physical properties, CAS registry number, and more. CleanGredients offers verified scientific information enabling smart design decision-making. The first ingredient class module features surfactants. Additional modules (e.g., for solvents, chelants) are currently under development.

CleanGredients offers two basic annual subscription types that address the two primary ways that users will interact with the database.

Formulator Subscriptions

Formulators and other viewers subscribe to CleanGredients in order to find information on ingredients that are being used or may potentially be used in product formulations. Formulator subscriptions allow users to search CleanGredients via the formulator view. Formulators do not have access to the input side of the database.

Supplier Subscriptions

Supplier subscriptions allow suppliers to list an unlimited number of chemicals within relevant modules on CleanGredients (subject to the listing requirements). Suppliers are also able to view all ingredients displayed via the "formulator" view.

Subscription fees are assessed progressively, based on the annual revenue of subscriber organizations. Subscription fees are used to fund operations and maintenance (O&M) activities for CleanGredients.

CleanGredients subscription is open to any individual, business entity, non-profit organization, or government agency that complies with the Subscriber License Agreement set forth in Section 5 outlined in this document and pays the appropriate annual subscription fee. Industry association subscription does not transfer to association members. Industry association discounts for members may be negotiated with GreenBlue on a case-by-case basis.

2 General Information

2.1 Background

GreenBlue is a Delaware not-for-profit corporation that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code. GreenBlue's mission is to stimulate the creative redesign of industry by focusing the expertise of professional communities to create practical solutions, resources, and opportunities for implementing sustainability.

CleanGredients is an online database of institutional, and industrial (I&I) cleaning product ingredients. CleanGredients is a project of GreenBlue, subject to the ultimate discretion and control of the Board of Directors of GreenBlue, and it shall operate subject to the policies and guidelines set forth in this document.

2.2 Mission

The mission of CleanGredients is to help formulators identify ingredients that have potential environmental and human health and safety benefits and to help manufacturers and producers of cleaning product ingredients showcase their ingredients with potential environmental and human health and safety benefits. CleanGredients supports formulation of high quality cleaning products, whether to meet corporate internal objectives, regulations, voluntary product recognition programs, or national and international eco-labels.

CleanGredients aims to:

- facilitate formulators' selection of ingredients for environmentally preferable product formulation;
- provide suppliers a platform to showcase their innovative chemical ingredients;
- align environmental, human health, and business goals;
- support voluntary and regulatory compliance initiatives;
- make chemical ingredient information broadly available; and
- support the movement of green chemistry into commerce.

2.3 Rationale

Chemicals found in cleaning products have had a wide spectrum of negative impacts on the environment and human health. Each year, tons of toxic chemicals, including those present in cleaning products, are released into the environment. These chemicals can compromise environmental systems at every scale. Negative impacts on people are also of concern. Many professional cleaning workers experience injuries such as headaches, asthma, burns, permanent eye damage, major organ damage and cancer, and occupants of buildings cleaned with such products may also be at risk.

As awareness and demand grow for green chemicals and for improved cleaning products, formulators are increasingly seeking sources of benign ingredients to enable their products to succeed in the marketplace, meet government regulations, achieve eco-label status, and more. Currently, however, reliable and scientifically credible information on the human and environmental health attributes of appropriate chemical alternatives is difficult, costly, and time-consuming to locate. For many formulators, even knowing what information is relevant (let alone collecting it) presents a significant hurdle.

2.4 History

GreenBlue has developed CleanGredients in close collaboration with the U.S. Environmental Protection Agency's Design for the Environment (DfE) Program, a voluntary pollution prevention, partnership that works with small and medium-sized enterprises to help and encourage them to integrate health and environmental considerations into business decisions and practices.

CleanGredients was initiated in 2004 as the Design for the Environment Green Formulation Initiative (DfEGFI). The U.S. EPA DfE Program provided seed funding for the DfEGFI through a cooperative agreement, and the DfE Program has continued to provide partial funding on an occasional basis. The DfEGFI built on earlier work by Dr. Lauren Heine during her leadership of the Unified Green Cleaning Alliance (UGCA), which was also funded by the DfE Program. The UGCA produced a report in 2003, identifying the need for a centralized source of information about the human and environmental health characteristics of cleaning product ingredient chemicals, and GreenBlue launched the DfEGFI to address this need. Dr. Heine led the creation and development of the DfEGFI and, subsequently, CleanGredients.

In 2004, GreenBlue convened a multi-stakeholder group with representatives from chemical supply companies, formulator companies, relevant industry associations, expert consultants, and the U.S. EPA DfE Program. The meetings of this group laid the groundwork for the creation of the DfEGFI, which convened a multi-stakeholder process to design and develop the online database that became CleanGredients. Industry participants in the Initiative donated hundreds of hours of technical advice and input in the early stages of development, and a Steering Committee and Technical Advisory Committee were formed to provide input and guidance for relevant aspects of the project.

A pre-release (beta) version module of CleanGredients for surfactants was introduced at the ISSA/INTERCLEAN® trade show in October 2005. The production version of the surfactants module was launched a year later, at ISSA/INTERCLEAN® 2006. Subsequent development has focused on rapid development of additional modules, with continuing active voluntary participation of industry representatives on the Steering Committee and Technical Advisory Committees.

2.5 Structure of Chemical Information in CleanGredients

For each class of chemicals listed, attributes are organized into tiers of importance:

- Tier 1: Key attributes for determining whether or not a chemical will support environmentally preferable product formulation. Tier 1 ingredient attributes require the submission of test data and third-party review, and are entered in CleanGredients by the third-party reviewer, not by the supplier.
- Tier 2: Characterize ingredients for environmentally preferable product formulation. Tier 2 attributes do not require the submission of test data for third-party review. This information is self-reported (*i.e.*, reported by the supplier) and is required if known.
- Tier 3: Intended to provide a place for information that supports broader environmental perspectives such as life cycle assessments, risk assessments, or information on other environmentally relevant product features—such as performance in cold water (energy savings). Tier 3 attributes are voluntarily self-reported.
- Tier 4: Potentially relevant but not currently included for the specific chemical class.

2.6 Supplier Listing Process and Requirements

Suppliers must submit their formulations along with Tier 1 attribute data under confidentiality to a qualified third-party reviewer. At this time, NSF International is the only qualified third-party reviewer. This includes:

- Full product formulation information. Suppliers may submit data for the ingredient as a whole (*i.e.*, preparation) or for its individual components. An individual component is anything intentionally added or present at >0.1%. Products may be listed in the database under a trade or product name (alias) to protect the confidentiality of proprietary formulations.
- Valid values for acute aquatic toxicity and biodegradation. Supporting information may include laboratory test data, data from peer-reviewed literature, or robust summaries from peer-reviewed data collection programs using approved EPA or OECD protocols. Acute aquatic toxicity test data for at least one endpoint (fish, daphnia, or algae) are required. For evaluation against the DfE Screen, three endpoints are required. U.S. EPA-modeled data may replace a third endpoint.

Whenever feasible, the Globally Harmonized System of Classification and Labeling of Chemicals (GHS) should be used when reporting ingredient data.

All surfactants (or components of surfactant preparations) listed in CleanGredients must be ultimately biodegradable (i.e., pass the threshold level of 60% mineralization in the prescribed test in 28 days) without degradation products of concern.

2.7 Formulator Search Process

CleanGredients presents information on key performance attributes of chemicals, alongside information on their human and environmental health attributes, making it easy to consider human and environmental health in product design. CleanGredients works as follows:

- Step 1: Users search for a chemical by conventional physical or performance properties, CAS registry number, manufacturer, etc.
- Step 2: CleanGredients displays candidate chemicals in a format that allows users to compare them according to key human and environmental health attributes.
- Step 3: A click on a chemical's name allows the user to view more technical information, such as the manufacturer's contact information, websites, material safety data sheets, technical data sheets, additional human and environmental health information, and life-cycle information.

2.8 Subscriber Benefits

2.8.1 Supplier Benefits

- Access to formulators interested in green chemistry;
- Potential for increased sales through access to a new sales channel;
- Further credibility due to the required third-party review;
- Recognition as a green supplier and increased opportunity to market green products; and
- Recognition as a promoter of green cleaning solutions.

2.8.2 Formulator Benefits

- Opportunity to be on the leading edge of a market shift to green products or an amplification of existing efforts to market green products;
- Access to information in one central easy-to-access location;
- Access to suppliers interested in green chemistry;
- Increased speed-to-market due to a reduction in product development time through centralized and standardized data on chemical attributes;
- Credible data due to the required third-party review; and
- Clarification of those ingredient attributes that meet criteria for green chemistry.

3 Organizational Structure

Over one hundred people have collaborated on the initial development phases of CleanGredients and continue to work on its expansion. Participants have included individuals from various industry, government, and non-profit sectors. To promote efficiency, GreenBlue has organized several committees, including the Steering Committee, Technical Advisory Committees, and various special task teams.

The organizational structure of the CleanGredients project and the roles and responsibilities of the GreenBlue Board of Directors, GreenBlue staff, CleanGredients Steering Committee, CleanGredients Technical Advisory Committees, CleanGredients subscribers, and CleanGredients Project Associates are outlined below.

3.1 Project Oversight

CleanGredients is a project of GreenBlue and is managed by the staff of GreenBlue, subject to the ultimate discretion and control of the Board of Directors of GreenBlue. GreenBlue is ultimately responsible and accountable for the design, implementation, operations, and maintenance of CleanGredients. The CleanGredients Steering Committee and Technical Advisory Committees advise the GreenBlue staff with respect to the development and management of CleanGredients. GreenBlue's staff makes every effort to follow the recommendations of the Steering Committee and Technical Advisory Committees. However, GreenBlue staff may modify or deviate from recommendations of the committees, especially if they pose legal or fiscal liability to GreenBlue or are contrary to already approved decisions regarding CleanGredients design, implementation, operations or maintenance. GreenBlue staff shall notify the appropriate committee(s) prior to taking actions that are contrary to committee recommendations.

Steering and Technical Advisory Committee members are expected to embody knowledge of and experience with chemistry, toxicology, and related disciplines and the cleaning product industry. They are not expected to possess expertise with respect to information architecture or database or user interface design. Consequently, GreenBlue may engage outside experts in database or web interface design and may make decisions regarding CleanGredients database and user interface design without first consulting either the Steering Committee or Technical Advisory Committees.

A consensus-based process is being used in the development of CleanGredients. Where consensus is not possible, a democratic process (majority through voting) with the option to publish minority opinions is maintained. The Technical Advisory Committees make recommendations that are approved by the Steering Committee. In the case of a tie within the Steering Committee, the final decision rests with GreenBlue.

3.2 GreenBlue Board of Directors

A self-elected body that oversees all GreenBlue activities and ensures that all work by GreenBlue furthers its mission. Therefore, the Board of Directors has ultimate oversight of CleanGredients. Directors serve on a voluntary basis without financial compensation.

3.3 GreenBlue President & CEO

The GreenBlue President & CEO is a professional employee of GreenBlue who serves as the managing executive officer of GreenBlue. The President & CEO manages the activities of the GreenBlue staff and serves as the primary contact between the staff and the Board of Directors.

3.4 GreenBlue Staff

The GreenBlue staff are professional employees of GreenBlue who are responsible for carrying out the daily activities of GreenBlue. These staff positions range from highly technical to administrative and from

project-focused to organization-focused. CleanGredients staff are members of GreenBlue's staff whose time is dedicated, in whole or in part, to CleanGredients activities.

3.5 CleanGredients Steering Committee

The Steering Committee functions as an advisory committee for the CleanGredients project as a whole; reviews key CleanGredients activities; and recommends appropriate positions, decisions, and actions to GreenBlue. The CleanGredients Steering Committee comprises individuals who have been invited by GreenBlue to help guide the development of CleanGredients. Membership on the Steering Committee is limited and includes representatives from GreenBlue, the U.S. EPA Design for the Environment (DfE) Program, chemical manufacturers, cleaning product formulators, non-governmental organizations, and industry associations. GreenBlue establishes the stakeholder groups that should be represented on the Steering Committee with the intent to have a diverse and balanced group of stakeholders. Where possible, GreenBlue seeks consensus among Steering Committee members for its decisions. In seeking this consensus, GreenBlue gives equal weight to the voice of each organization represented on the committee. With the exception of GreenBlue and the U.S. EPA, no organization, including a parent company and all of its subsidiaries, shall have more than one individual on the committee at a time.

See Section 7 of this document for more provisions applicable to the Steering Committee.

3.6 CleanGredients Technical Advisory Committees (TACs)

The Technical Advisory Committees (TACs) are the primary working committees for the development of CleanGredients modules corresponding to the various ingredient classes (e.g., surfactants, solvents). For each ingredient class, TAC members guide the selection of relevant attributes and criteria to be included in CleanGredients and the prioritization of those attributes into tiers. TAC members also provide guidance on reporting formats and data quality and verification requirements. Each TAC is created by open invitation to all Project Associates with an emphasis on technical expertise. During development of a new module, the relevant TAC meets every three weeks (at a minimum).

See Section 8 of this document for more provisions applicable to TACs.

3.7 CleanGredients Subscribers

CleanGredients subscribers pay for annual access to CleanGredients and receive periodic project updates from GreenBlue. For a full description of CleanGredients subscription, see Section 5 below.

3.8 CleanGredients Project Associates

Project Associates are individuals from industry, government, non-profit organizations, industry associations, consultants, etc. who have expressed interest in CleanGredients and the desire to be informed of progress. Project Associates receive periodic project updates, invitations to comment on all Requests for Comment, and the opportunity to provide input as peer reviewers and to beta-test new CleanGredients modules. Project Associates are not entitled to access or use CleanGredients, nor do they have any direct role in guiding the development or management of CleanGredients. Anyone may register to become a Project Associate on the CleanGredients website (<http://cleangredients.org>).

4 Public Access License Agreement

CleanGredients is a project of GreenBlue, a not-for-profit, 501(c)(3) tax-exempt organization. GreenBlue provides information on the CleanGredients Website, <http://cleangredients.org>, to the general public subject to the terms and conditions set forth in this Section 4. By using the CleanGredients Public Site, as defined below, you agree to be bound by these terms and conditions.

4.1 Definitions

- **“Website”** means the web site located at the URL <http://cleangredients.org> and includes the entirety of both the CleanGredients Site and CleanGredients Public Site.
- **“CleanGredients Public Site”** means that portion of the Website that is generally available for use by any individual who agrees to be bound by the terms and conditions in Section 4: Public Access License Agreement.
- **“CleanGredients Subscriber Site”** means that portion of the Website that is only available to Subscribers.
- **“Subscribers”** means those individuals and entities that have subscribed and assented to the terms of Section 5: Subscriber License Agreement (below).
- **“Chemical Suppliers”** means any and all manufacturers or suppliers of raw materials to chemical industry formulators anywhere in the world.
- **“CleanGredients Service”** means a searchable database that allows Subscribers to search for and access technical chemical product information and documents of Chemical Suppliers who list their product offerings on the CleanGredients Site.
- **“You”** or **“your”** refers to those individuals who use CleanGredients Public Site and Subscribers who use both the CleanGredients Public Site and the CleanGredients Subscriber Site.

4.2 Intellectual Property

The materials contained on the Website are proprietary to GreenBlue and other parties. These materials are protected under federal and state intellectual property laws and international treaties. GreenBlue grants you a limited, personal, non-exclusive and non-transferable license to use and display the materials on the CleanGredients Public Site only on your personal computer and only for purposes associated with your interaction with the CleanGredients Public Site. Except as stated herein, you have no right to copy, download, display, perform, reproduce, distribute, modify, edit, alter, or enhance any of the materials in any manner. You agree not to “link,” “frame,” or “mirror” the Website, or any material contained on or accessible from the Website, on or from any other server or Internet-based device without the advanced written authorization of GreenBlue. This limited license terminates automatically, without notice to you, if you breach any of these terms and conditions. Upon termination, you must immediately destroy any downloaded and printed materials.

4.3 Service Marks and Other Intellectual Property Rights

CleanGredients, the CleanGredients logo mark, cleangredients.org, the phrase (tagline) “the online resource for green formulation,” GreenBlue, the GreenBlue logo mark, and all related product and service names, design marks, and slogans are the proprietary trade names, trademarks, service marks, and/or registered domain names of GreenBlue. All other trade names, trademarks, service marks, and domain names contained on the Website are the intellectual property of their respective owners. Any product, process, or technology described in the materials on the Website may be the subject of other intellectual property rights reserved by GreenBlue or other parties and are not licensed hereunder. Unless otherwise provided to you in writing by GreenBlue, you are not granted any right or license to use any trade name, service mark, trademark, patent, or other intellectual property right of GreenBlue, CleanGredients, or any other party.

4.4 Use of Logos

You agree not to use the GreenBlue logo, CleanGredients logo, the U.S. EPA Design for the Environment (DfE) logo, any third-party reviewer's logos, or any eco-label's logo without prior express written permission.

4.5 Local Laws, Export Controls

GreenBlue controls and operates the CleanGredients Website from its offices in the United States of America and makes no representation that the materials contained on the Website are appropriate or will be available for use in other locations. If you use this Website from outside the United States of America, you are entirely responsible for compliance with applicable local laws, including but not limited to applicable export and import regulations.

4.6 Online Conduct

You agree to use the Website only for lawful purposes and not to engage in any conduct that restricts or inhibits any other user from using or enjoying the Website. You shall not post on or transmit through the Website: any defamatory or abusive statements; statements that threaten others; advertising or other forms of solicitation; or statements that are bigoted, hateful, racially offensive, or that endorse or advocate illegal activity. You agree not to engage in any conduct in connection with your use of the Website that is anti-competitive, deceptive, or otherwise in violation of any law governing competition or trade practices. You further agree not to tamper with the Website or its functionality. You shall not post or transmit any information, file, or software that contains a virus, worm, or any other potentially contaminating or destructive information, data, or feature.

4.7 Consent to Monitoring and Disclosure

GreenBlue is under no obligation and does not assume any obligation to monitor the information residing on or transmitted to or from the Website. GreenBlue undertakes no obligation to determine whether your conduct during your use of the Website complies with applicable laws or regulations. However, you agree that GreenBlue may in its sole discretion monitor the Website in connection with the Website's operation in order to protect users of the Website and comply with applicable laws, regulations, or requests from governmental authorities. Unless otherwise provided in writing by GreenBlue or covered as confidential in Section 5.3.3 Privacy and Confidentiality, all information provided by you to GreenBlue in connection with the Website shall be deemed not to be confidential, and GreenBlue will not protect any such information from disclosure. GreenBlue shall be free to use, disclose, and distribute such non-confidential information to third parties without any limitation.

4.8 No Endorsement

GreenBlue does not endorse any products or services of other parties appearing on, or accessible through, the Website. References on the Website to any such products or services or the inclusion on the Website of links to, or frames of, the web sites or computer systems of any third parties does not constitute or imply an endorsement by GreenBlue of such products, services, web sites, or systems. GreenBlue makes no representation or warranty with respect to, and is not responsible for, the quality of, the products, services, web sites, or computer systems provided by third parties that may be referred to on, or accessible through, the Website. You agree not to claim any endorsement by GreenBlue, CleanGredients, the U.S. EPA Design for the Environment (DfE) Program, or any third-party reviewer or eco-label without express written permission.

4.9 Website Changes or Updates

GreenBlue reserves the right, in GreenBlue's sole discretion, to change the Website and its content for any lawful purpose, including changes to enhance the Website or correct any inaccuracies contained on the Website. GreenBlue also reserves the right to modify these terms and conditions and the Privacy and Confidentiality Policy without prior notice. If GreenBlue makes any material changes to these terms and conditions or the Privacy and Confidentiality Policy, GreenBlue will announce those changes on the

Website. Your continued use of the Website after such an announcement will constitute your acceptance of the amended terms and conditions.

4.10 Disclaimer of Liability

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE USE OF THE WEBSITE AND THE INTERNET GENERALLY. THE INFORMATION PROVIDED ON THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER GREENBLUE NOR ITS AFFILIATES WARRANT THAT THE INFORMATION ON THE WEBSITE OR ON THE INTERNET GENERALLY WILL BE UNINTERRUPTABLE OR ERROR FREE OR THAT ANY SYSTEMS, SOFTWARE INFORMATION, OR OTHER MATERIAL ACCESSIBLE ON OR THROUGH THE WEBSITE SERVER IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GREENBLUE OR THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THESE TERMS AND CONDITIONS.

GREENBLUE DOES NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION DISCLOSED ON THE WEBSITE OR OTHER MATERIAL ACCESSIBLE THROUGH THE WEBSITE. GREENBLUE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE INFORMATION OR IDEAS CONTAINED, SUGGESTED, OR REFERENCED ON THE WEBSITE, INCLUDING, WITHOUT LIMITATION, PRODUCT INFORMATION PROVIDED IN TECHNICAL DATA SHEETS OR MATERIAL SAFETY DATA SHEETS. IN NO EVENT SHALL GREENBLUE OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE INFORMATION ON OR ACCESSED THROUGH THE WEBSITE OR THE INTERNET GENERALLY.

IN NO EVENT, WHETHER AS A RESULT OF A BREACH OF CONTRACT, WARRANTY, OR TORT (INCLUDING NEGLIGENCE), WILL GREENBLUE, ITS BOARD OF DIRECTORS, ITS AGENTS OR REPRESENTATIVES, OR ANYONE WHO HAS BEEN INVOLVED IN THE CREATION OR PRODUCTION OF CLEANGREDIENTS OR CD-ROM DISKS CONTAINING CLEANGREDIENTS, BE LIABLE TO THE USER FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS; LOST SAVINGS; OR OTHER INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR SIMILAR DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE CLEANGREDIENTS, OR DUE TO THE CONTENTS OF CLEANGREDIENTS, EVEN IF GREENBLUE OR ANY INDIVIDUAL OR ORGANIZATION WHO HAS BEEN INVOLVED IN CLEANGREDIENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR ANY CLAIM BY ANY OTHER PARTY.

THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY IN SOME STATES.

4.11 Jurisdiction Issues and Applicable Law

The Website is a service provided, controlled and operated by GreenBlue from offices, facilities and computer systems located in the State of Virginia, United States of America. GreenBlue makes no representation that the Website is available or appropriate for users in all jurisdictions. You acknowledge that users access the Website on their own initiative and are responsible for compliance with applicable local laws, regulations and treaty provisions. These terms and conditions and your agreement to be bound by them shall, to the maximum lawful extent, be governed by and construed in accordance with the laws of Virginia without reference to principles of conflicts of laws. YOU AND GREENBLUE AGREE THAT THE STATE AND FEDERAL COURTS LOCATED IN VIRGINIA SHALL BE THE EXCLUSIVE FORUM FOR THE RESOLUTION OF ALL DISPUTES BETWEEN YOU AND GREENBLUE RELATING TO YOUR USE OF THE WEBSITE. YOU AND GREENBLUE HEREBY CONSENT TO THE PERSONAL JURISDICTION OF THESE COURTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU

AND GREENBLUE WAIVE THE RIGHT TO A TRIAL BY JURY. If the foregoing exclusive forum provision is unenforceable or inapplicable to a dispute between you and GreenBlue, you and GreenBlue agree that such dispute shall be resolved and finally settled by mutually binding arbitration conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with said rules. The arbitration shall be conducted in the English language. To the extent permitted by said rules, the location of the arbitration shall be in Charlottesville, Virginia. The arbitrator shall apply Virginia law without reference to conflict of laws principles.

5 Subscriber License Agreement

The provisions of Section 5 and Section 4 of this CleanGredients Policy and Guidelines Statement constitute the terms and conditions under which GreenBlue agrees to provide Subscribers access to the CleanGredients Subscriber Site and the CleanGredients Public Site. CleanGredients subscription is open to any individual, business organization, non-profit organization or government agency that agrees to and complies with these terms and conditions. However, business association subscription does not transfer to association members.

5.1 Eligibility

CleanGredients subscription is open to any individual, business entity, non-profit organization, or government agency that complies with all of the following:

- demonstrates a substantial interest in the cleaning products industry and is directly involved in the manufacture, use, or recovery of cleaning products;
- completes a subscription application;
- agrees to abide by the terms of the CleanGredients Subscriber License Agreement (this Section 5); and
- stays current in its CleanGredients subscription fees.

5.2 Subscription Term and Fees

5.2.1 Subscription Term

Subscription is for a renewable 12-month period. A subscription may begin at any time during the calendar year and ends on the same date one year later (for example, a subscription beginning on 17 April 2007 runs through 16 April 2008 and expires on 17 April 2008). Subscription begins on the date GreenBlue receives payment of the appropriate subscription fee. Payment of the appropriate subscription fee is a necessary condition for subscription. Subscription payments made on behalf of an organization must be approved by a representative authorized by the organization to make such payments. A subscription may be renewed by paying the 12-month fee for that renewal at any time prior to the expiration of the subscriber's current term. Renewal subscriptions shall continue to begin and end on the same annual dates as the original subscription. Any CleanGredients subscriber that does not renew its subscription (*i.e.*, does not pay its annual fee) by its subscription end date shall be deemed to have allowed its subscription to lapse and shall be denied access to CleanGredients. A lapsed subscriber may be reinstated and regain access to the system by subsequently paying all fees owed.

There are two fundamental classes of subscription. A "formulator" subscription allows an organization to search CleanGredients and view information about the listed ingredients. A "supplier" subscription allows an organization not only to search but also to list an unlimited number of ingredients.

Each CleanGredients subscriber organization may register a maximum of three individuals as users. Individual subscribers are entitled only to single user licenses. Exceptions to this rule may be granted on a case-by-case basis at the discretion of GreenBlue.

5.2.2 Subscription Fees

Twelve-month subscription fees applicable to for-profit suppliers, non-profit organizations and individuals and government agencies are based on the schedule set forth below:

Subscription Type	Organization Type	Gross Annual For-Profit Revenues or Operating Budget ¹	Subscription Fee ²
Supplier	For-profit	Less than \$50 million	\$1000 per year
		\$50 million to \$250 million	\$2000 per year
		\$250 million or more	\$3000 per year
Formulator	For-profit (organizations and individuals)	Less than \$5 million	\$100 per year
		\$5 million to \$50 million	\$300 per year
		\$50 million or more	\$500 per year
	Non-profit (individual, organization, or government agency) ²	Less than \$10 million	\$100 per year
		\$10 million or more	\$300 per year

1. For non-profit organizations or government agencies, the relevant measure is the organization's annual operating budget.
2. The 12-month fee for non-profit individual subscribers is \$100 per year and is not transferable to any non-profit organization and/or government agency with which that subscriber may be affiliated.

Only one subscription discount (e.g., for ISSA members) shall be applied to CleanGredients subscriptions. In the event that an organization is eligible for multiple subscription discounts, the single largest discount shall be applied.

GreenBlue may, at its discretion, modify the above subscription schedule (including associated fees) or establish one or more additional categories of CleanGredients subscriptions and assign initial fees and subscription fees to those categories. Any such changes shall apply immediately to new subscribers and to existing subscribers upon renewal of their subscriptions.

5.2.3 Payment Instructions

Subscribers may pay their subscription fees by check or credit card. Payment by mail should be addressed to:

Green Blue Institute
 Attn: CleanGredients
 600 E WATER ST STE C
 CHARLOTTESVILLE VA 22902-5361

5.2.4 Refunds

CleanGredients subscribers may relinquish their CleanGredients subscription and request a refund of their subscription fees, according to the following rules:

- Requests for a refund must be provided to GreenBlue in writing within 14 calendar days of the date on which GreenBlue received payment of the organization's subscription fee.
- Refunds shall be made by check, payable to the subscriber.
- GreenBlue shall withhold 20% of the subscription fee in order to cover administrative costs associated with CleanGredients account setup and processing the refund.

5.3 Subscription Policies

5.3.1 Non-Endorsement Policy

GreenBlue, including all GreenBlue projects (e.g., CleanGredients), neither permits the use of its name, logo, or written materials for commercial purposes, including advertising, nor allows the suggestion of any endorsement, affiliation or sponsorship with any third party's product or service, without its prior written consent. Subscribers to CleanGredients may indicate they are a "CleanGredientsSM subscriber," provided such indication is not used to imply certification or endorsement of a product.

5.3.2 Intellectual Property Statement

Any intellectual property developed in connection with CleanGredients shall remain the property of GreenBlue. CleanGredients subscribers shall have the right to use the tools, resources, and other intellectual property associated with CleanGredients as long as they remain subscribers in good standing and abide by the terms and conditions of their Subscriber License Agreement. Information about ingredients listed in CleanGredients is not the property of GreenBlue.

5.3.3 Privacy and Confidentiality

GreenBlue reserves the right to identify publicly—either on the CleanGredients or GreenBlue websites or in printed materials or presentations—the names of subscriber organizations. GreenBlue shall not disclose any personal information of its individual users or Project Associates without first obtaining their permission. GreenBlue reserves the right to forward to appropriate project partners specific technical questions received from subscribers and the contact information regarding the question.

5.4 Subscriber Rights

GreenBlue, at its sole discretion, may refuse to renew the CleanGredients subscription of any organization or individual that it determines has engaged in behavior that violates the Subscriber License Agreement, harms CleanGredients or GreenBlue, or disrupts GreenBlue's mission.

CleanGredients subscription does not constitute membership in GreenBlue or in the Board of Directors of GreenBlue. CleanGredients subscribers who are not also members of the GreenBlue Board of Directors shall have no voting or other rights in the governance of GreenBlue.

5.4.1 Supplier Subscriber Rights

Access to list an unlimited number of chemicals within a particular ingredient class on the CleanGredients database, once they have been reviewed by an independent, qualified third party.

5.4.2 Formulator Subscriber Rights

Access to search the CleanGredients database.

5.5 Additional Definitions

"Subscriber Registration Pages" means the web pages on which the Subscriber provides personally identifiable information to GreenBlue in order to gain access to the CleanGredients Site.

"Subscriber's Personal Information" means information that identifies Subscriber personally, such as Subscriber's name, company or industry affiliations, employment position and title, physical location, phone numbers, mailing addresses, and email addresses that is disclosed to GreenBlue through the submission of Subscriber Registration Pages or through other means of communication between Subscriber and GreenBlue.

5.6 Subscriber's Personal Information

Subscriber represents and warrants to GreenBlue that all of Subscriber's Personal Information disclosed on the Subscriber Registration Pages is true, complete, and accurate as of the date provided to GreenBlue. Without limiting the generality of the foregoing representation and warranty, Subscriber represents and warrants that Subscriber has provided true, complete, and accurate information regarding

Subscriber's profession and position as a chemical industry formulator and has disclosed all of Subscriber's affiliations and relationships with Chemical Suppliers and other formulators, including (a) Subscriber's relationship as an employee, agent, and/or contractor for each such Chemical Supplier or formulator, and (b) Subscriber's affiliation with Chemical Suppliers or other formulators through an ownership interest in or joint venture relationship or similar relationship with those Chemical Suppliers or formulators. Subscriber agrees to update promptly Subscriber's Personal Information during the term of this Agreement in the event Subscriber's affiliations or relationships with chemical suppliers or formulators change or as otherwise necessary to keep Subscriber's Personal Information accurate and complete.

5.7 Sharing of Subscriber's Personal Information

GreenBlue reserves the right, without notice to Subscriber, to share all of Subscriber's Personal Information with any Chemical Supplier whose information, documents, or materials are accessed by Subscriber on or through the CleanGredients Site. Subscriber hereby consents to the disclosure of Subscriber's Personal Information to such Chemical Suppliers and acknowledges that, once this information is disclosed to those suppliers, GreenBlue will have no control over, nor will GreenBlue be responsible for, the use or further disclosure of Subscriber's Personal Information by those Chemical Suppliers.

5.8 Restrictions

- 5.8.1 CleanGredients and the phrase (tagline) "the online resource for green formulation" are service marks owned by GreenBlue. CleanGredients shall not be copied, rented, leased, modified, have derivatives made, reverse engineered, or be transferred to third parties or transmitted to others.
- 5.8.2 The names affiliated with CleanGredients shall not be used in advertising or publicity pertaining to distribution of CleanGredients without specific written prior permission from GreenBlue.
- 5.8.3 GreenBlue, including all GreenBlue projects (e.g., CleanGredients), neither permits the use of its name, logo, or written materials for commercial purposes, including advertising, nor allows the suggestion of any endorsement, affiliation, or sponsorship with any third party's product or service, without its prior written consent. CleanGredients subscribers may indicate they are a "CleanGredientsSM subscriber" provided there is no indication of certification or endorsement of their product.
- 5.8.4 The Subscriber agrees to use its best efforts to protect CleanGredients from any violations of the above restrictions.
- 5.8.5 This license and Subscriber's right to use CleanGredients automatically terminates if Subscriber fails to comply with any of the restrictions contained herein.
- 5.8.6 Each CleanGredients subscriber organization may register a maximum of three individuals as users. Individual subscribers are entitled only to single user licenses. Exceptions to this rule may be granted on a case-by-case basis at the discretion of GreenBlue.

5.9 Restricted Access to Certain Information

Depending on Subscriber's position, profession, and relationships or affiliations with Chemical Suppliers or other formulators, GreenBlue may restrict Subscriber's access to certain technical chemical product documents and/or other information of Chemical Suppliers who list their product offerings on the CleanGredients Site. These restrictions will be imposed in response to the unilateral request of Chemical Suppliers, who, for competitive or other reasons, wish to protect such information from access or disclosure to certain Chemical Suppliers or formulators or other parties who have been granted access to the CleanGredients Site. These restrictions may be imposed by GreenBlue and implemented on the CleanGredients Site or by Chemical Suppliers within their own web sites or computer systems. Subscriber agrees to abide by any restrictions imposed on Subscriber's access to such documents and information and shall not attempt in any manner to circumvent those restrictions.

5.10 Grant of License

The license granted hereunder authorizes the user to access and display CleanGredients on company and corporate affiliate computers (hereinafter referred to as the "System"). This license is non-transferable and revocable.

5.11 Logon Procedure

In order to access the CleanGredients Site, Subscriber will be required to enter a user name and password on the logon page of the CleanGredients Site. Subscriber shall access the CleanGredients Site only through the logon page provided by GreenBlue and shall not permit any other person or entity to log onto the CleanGredients Site using Subscriber's user name or password. Subscriber shall ensure that users log off from Subscriber's account at the end of each session on the CleanGredients Site. Subscriber agrees not to disclose Subscriber's user name(s) or password to any other person or entity and shall hold Subscriber's user name(s) and password in confidence during the term of this Agreement. In the event Subscriber determines that another party has gained access to Subscriber's password or user name, or that another party has accessed the CleanGredients Site using Subscriber's user name(s) or password, Subscriber shall immediately notify GreenBlue of such access. In such event, GreenBlue shall delete Subscriber's old user name(s) and password and, in its sole discretion, issue new user name(s) and password to Subscriber.

5.12 Accuracy of Information Not Warranted

GreenBlue uses reasonable efforts accurately to publish and categorize Chemical Supplier information and other information and materials on the CleanGredients Site. However, GreenBlue does not guarantee the accuracy or completeness of such information or materials, nor does GreenBlue warrant that the categorization of such information or materials is correct. Subscriber acknowledges and agrees that a user is responsible for determining the accuracy and completeness of all information and materials published on the CleanGredients Site, including without limitation whether the categorization of such information and materials is correct. In the event Subscriber becomes aware of any material inaccuracy of any information or materials published or categorized on the CleanGredients Site, Subscriber shall promptly notify GreenBlue of such inaccuracy, and GreenBlue will take reasonable steps to correct any information or materials it determines to be inaccurate or incomplete. GreenBlue shall not be responsible for any information or materials provided by Chemical Suppliers or other parties that is accessed through the CleanGredients Site and shall have no obligation to correct any such information or materials. However, if GreenBlue believes that any of the information pertaining to an ingredient is erroneous or false, GreenBlue reserves the right to hide said ingredient indefinitely, pending resolution of the matter, and GreenBlue may require the supplier to obtain third-party verification of the disputed data before making the ingredient visible again.

GreenBlue makes no express warranties regarding CleanGredients, including any warranties concerning the accuracy and completeness of CleanGredients or the data contained therein. CleanGredients is provided "AS IS" without warranty of any kind, either express or implied, including, but not limited to, any warranty of performance or any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of the intellectual property rights of others.

The Subscriber understands and accepts that GreenBlue does not represent or warrant that products formulated or otherwise designed using input from CleanGredients: (1) are safe or non-toxic, (2) comply with federal regulatory requirements, (3) qualify for any eco-label or product recognition program, or (4) otherwise have legal protection from any liability claims. The Subscriber also understands and agrees that the use of CleanGredients does not in and of itself entitle the user to make any claims as to the quality, efficacy, or environmental benefits of any product formulated using ingredients listed in CleanGredients. GreenBlue does not accept responsibility for damage in any form that may result from the use of CleanGredients.

5.13 Limited Use of Information

GreenBlue grants Subscriber a personal, non-transferable, and non-exclusive right to access the CleanGredients Site solely for the purpose of using the CleanGredients Service. Subscriber agrees not to (and not allow any third party to) copy, modify, create a derivative work of, sell, assign, sublicense, or grant a security interest in, or otherwise transfer any right in or to, the CleanGredients Site. Subscriber may download a single copy of the screens when using the CleanGredients Site for its own professional use. Subscriber is not permitted further to distribute or transfer any portion of the CleanGredients Site to other parties. GreenBlue reserves the right in its sole discretion to revoke, suspend, or limit Subscriber's right to access the CleanGredients Site at any time. Subscriber's right to access the CleanGredients Site shall end upon the expiration or termination of this Agreement.

5.14 Responsibility for Information Revealed through CleanGredients Site

Supplier Subscribers who choose to list ingredients on the CleanGredients Site agree not to hold GreenBlue responsible or liable for information regarding product formulations, including, but not limited to, product components, product specifications, or toxicological data, revealed on the CleanGredients Site.

5.15 Indemnification by Subscriber

Subscriber agrees to indemnify and defend GreenBlue from and against all third-party claims and lawsuits arising out of or relating to Subscriber's use of the CleanGredients Site. If any such claim or lawsuit is asserted against GreenBlue, GreenBlue will tender the claim or lawsuit to Subscriber for defense. Subscriber and GreenBlue shall cooperate in good faith in defending any such claim or lawsuit, consistent with each party's legal rights, including their respective right to assert the attorney/client privilege.

Subscriber agrees to indemnify, defend, and hold harmless GreenBlue against any loss, damage, or expense (including attorney's fees) and costs incurred by GreenBlue as a result of any claims, actions, or proceedings brought by any third parties against GreenBlue arising out of Subscriber's use of CleanGredients. If any such claim or lawsuit is asserted against GreenBlue, GreenBlue will tender the claim or lawsuit to Subscriber for defense. Subscriber and GreenBlue shall cooperate in good faith in defending any such claim or lawsuit, consistent with each party's legal rights, including their respective right to assert the attorney/client privilege.

5.16 Termination of Agreement; Survival of Obligations

This Agreement may be terminated by either party hereto at any time upon notification of termination transmitted by GreenBlue to Subscriber's email address or by Subscriber by using the Contact CleanGredients page. All provisions of this Agreement relating to intellectual property rights, the CleanGredients Privacy and Confidentiality Policy described in Section 5.3.3, representations and warranties, limitations of liability, and indemnification shall survive the termination of this Agreement. In the event of termination, GreenBlue will prevent Subscriber from accessing CleanGredients by deactivating Subscriber's account.

5.17 Entire Agreement; Severability

This Agreement describes the entire agreement between Subscriber and GreenBlue and supersedes all other verbal or written agreements between the parties hereto regarding the subject matter hereof. If any provision of this Agreement is found to be invalid, vague, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. Any vague or ambiguous language shall not be presumptively construed against either party to this Agreement and shall be construed consistent with the primary purpose of this Agreement as expressed by its remaining terms. Those portions invalid or unenforceable will be subject to revision so that they may be made fully valid and enforceable clauses of this Agreement with mutual consent.

5.18 Modification of this Agreement

GreenBlue may, in its sole discretion, modify the terms of this Agreement at any time, by posting such modifications to the Website. GreenBlue shall announce any such modifications on the CleanGredients Public Site and Subscriber's use of the CleanGredients Site after such announcement shall be deemed Subscriber's acceptance of such modifications.

5.19 Knowing Consent and Authority to Consent

The parties to this Agreement knowingly and expressly consent to the foregoing terms and conditions. Each person assenting to this Agreement represents that s/he is authorized to enter into this Agreement.

6 Sponsorships and Contributions

6.1 Sponsorships

Initial funding from the U.S. EPA enabled GreenBlue to build the first CleanGredients module (for surfactants). GreenBlue welcomes financial support to help build on the early successes of CleanGredients and to achieve the following:

- Create modules for additional ingredient classes;
- Create an interesting, user-friendly, and broadly educational web interface;
- Promote CleanGredients among suppliers, formulators, and potential partners; and
- Establish permanent confidential ingredient data review procedures.

CleanGredients sponsorships are tax-deductible as a charitable contribution. For companies who derive commercial benefit from sponsorship in the form of marketing exposure or included benefits (such as CleanGredients subscription), the amount of that benefit shall be deducted from the amount of the sponsorship that may be considered tax-deductible.

6.2 Charitable Contributions

As a registered 501(c)(3) not-for-profit organization, GreenBlue welcomes tax-deductible charitable contributions to help extend its programs and support the organization's mission.

7 Steering Committee

The following rules apply to the Steering Committee and supplement the provisions set forth in Section 3.5 above.

7.1 Description

The Steering Committee is an advisory committee whose purpose is to review key CleanGredients activities and recommend appropriate positions, decisions, and actions to GreenBlue. The CleanGredients Steering Committee comprises individuals who have been invited by GreenBlue to help guide the development of CleanGredients. GreenBlue establishes the stakeholder groups that should be represented on the Steering Committee with the intent to have a diverse and balanced group of stakeholders. Where possible, GreenBlue seeks consensus among Steering Committee members for its decisions. In seeking this consensus, GreenBlue gives equal weight to the voice of each organization represented on the committee. Standing positions are retained for GreenBlue and the U.S. EPA. With the exception of GreenBlue and the U.S. EPA, no organization, including parent company and all of its subsidiaries, shall have more than one individual on the committee at a time.

7.2 GreenBlue Responsibility

CleanGredients is a project of GreenBlue and is managed by the staff of GreenBlue, subject to the ultimate discretion and control of the Board of Directors of GreenBlue. GreenBlue is ultimately responsible and accountable for the design, implementation, operations, and maintenance of CleanGredients. The CleanGredients Steering Committee advises the GreenBlue staff with respect to the development and management of CleanGredients. GreenBlue's staff makes every effort to follow the recommendations of the Steering Committee. However, GreenBlue staff may modify or deviate from recommendations of the Steering Committee, especially if they pose legal or fiscal liability to GreenBlue or are contrary to already approved decisions regarding CleanGredients design, implementation, operations or maintenance. GreenBlue staff shall notify the Steering Committee of actions taken that are contrary to Committee recommendations. The Steering Committee is authorized to request a meeting with the GreenBlue Board of Directors if concerns are not being appropriately addressed by GreenBlue's staff or President & CEO.

Steering Committee members are expected to embody knowledge of and experience with chemistry, toxicology, and related disciplines and the cleaning product industry. They are not expected to possess expertise with respect to information architecture or database or user interface design. Consequently, GreenBlue may engage outside experts in database or web interface design and may make decisions regarding CleanGredients database and user interface design without consulting the Steering Committee.

Steering Committee membership does not constitute membership in GreenBlue or in the Board of Directors of GreenBlue. Steering Committee members who are not also members of the GreenBlue Board of Directors shall have no voting or other rights in the governance of GreenBlue.

7.3 Size and Composition

7.3.1 Standing Members

GreenBlue and the U.S. EPA DfE Program are standing members of the Steering Committee. GreenBlue acts as the Chair of all Committee meetings. A Co-Chair may be appointed at the discretion of the Committee.

7.3.2 Size

The Steering Committee shall have not fewer than five and not more than sixteen members, inclusive of standing members. Steering Committee vacancies shall be filled on an ongoing, case-by-case basis.

7.3.3 Composition

At any time, there shall be a maximum of three Steering Committee members from each of the following three categories:

- Formulators
- Suppliers
- Industry membership associations

For the sake of diversity, to the extent possible, the Committee seeks to incorporate formulators and suppliers representing organizations of various sizes and involved in the production of a range of chemical or product types.

7.4 Individual vs. Organizational Representation

With the exception of standing organizational membership by GreenBlue and the U.S. EPA DfE Program, a position on the Steering Committee is held by an individual, not an organization. As such, if a Steering Committee member should resign his/her position or be removed from the committee, that position shall remain vacant until GreenBlue selects a new committee member.

7.5 Steering Committee Voting Procedure

- 7.5.1 All Steering Committee meetings shall be conducted using Roberts Rules of Order. Source: www.robertsrules.org.
- 7.5.2 A quorum is formed by at least 50% of the Steering Committee, including at least one supplier, one formulator, and one industry association representative. A quorum is not required to hold a Steering Committee meeting, but a quorum must be present in order for the Committee to vote on recommendations to GreenBlue about choices and actions related to CleanGredients.
- 7.5.3 Whenever possible, Steering Committee decisions shall be made by consensus. If a consensus cannot be reached, recommendations shall be made by a vote with a simple majority needed to pass a motion.
- 7.5.4 The minutes of each meeting shall reflect any resolutions passed or votes taken, along with dissenting opinions expressed.

7.6 Steering Committee Selection Procedure

Steering Committee members shall be selected as follows:

- 7.6.1 GreenBlue shall establish the stakeholder groups that should be represented on the Steering Committee with the intent to have a diverse and balanced group of stakeholders.
- 7.6.2 GreenBlue shall solicit recommendations of candidates representing each open stakeholder position from the Steering Committee, Technical Advisory Committees, and Project Associates.
- 7.6.3 GreenBlue shall verify all nominees' willingness to be considered and ask them to submit a short biography.
- 7.6.4 GreenBlue shall present the candidates to the Steering Committee membership for discussion during the next committee meeting (or meetings, if necessary).
- 7.6.5 Based on the recommendation of the committee, GreenBlue shall select one candidate for each open position and formally invite him/her to join the committee.
- 7.6.6 Steering Committee terms are for two years and may be renewed.

7.7 Steering Committee Participation Requirements

Meetings shall be held regularly, typically monthly, by teleconference; in-person meetings may be held occasionally, as circumstances allow. Teleconferences are expected to last from one to one-and-one-half

(1 to 1.5) hours. Steering Committee members are expected to participate in at least 75% of the committee meetings on an annual basis. Information shall be shared between meetings via email, the CleanGredients website, and subcommittee teleconference meetings. Poor attendance is grounds for removal from the committee.

7.8 Steering Committee Removal

If needed, Steering Committee members can be removed by GreenBlue, typically following a majority vote of the committee. Grounds for removal include but are not limited to failure to participate in at least 75% of the meetings, for whatever reason; violating the terms of membership contained in this Section 7; actions that are perceived to harm CleanGredients or GreenBlue; or other reasons identified as violating the rules of the group. The vote shall record the reason(s) for removal.

7.9 Conduct During Teleconferences and at Meetings

To facilitate an open exchange between members during conference calls and at meetings, all teleconferences and meetings are conducted according to the following rules:

7.9.1 GreenBlue invokes the Chatham House Rule which states:

When a meeting, or part thereof, is held under the Chatham House Rule, participants are free to use the information received, but neither the identity nor the affiliation of the speaker(s), nor that of any other participant, may be revealed. Source website: <http://www.chathamhouse.org.uk>.

7.9.2 No quotes or attributions to specific companies or individuals shall be sent to the press without consent of the individuals.

7.9.3 No recording devices are permitted, except by GreenBlue in cases in which GreenBlue deems it necessary to record a meeting in order to prepare meeting notes.

7.9.4 No claims of unanimous agreements are allowed.

7.10 Records of Meetings

Meeting summaries are prepared for all teleconference and in-person meetings. Meeting summaries shall not be distributed outside the committee (with the exception that the Steering Committee may review TAC meeting summaries). Emails and communications by GreenBlue or committee members shall not be distributed outside the group unless the message or document explicitly states that it is for public distribution.

7.11 Anti-Trust Policy

Group activities by competitors entail significant risks under federal and state antitrust laws. GreenBlue is committed to structuring all of its activities in a manner consistent with the antitrust laws and takes its obligations in this regard seriously. Each CleanGredients Steering Committee member must be familiar with his/her obligations under the antitrust laws.

7.12 Recognition

Steering Committee members and their organizations shall be recognized on the CleanGredients website unless they request otherwise.

8 Technical Advisory Committees

The following rules apply to the Technical Advisory Committees specifically. They supplement the general rules and guidelines set forth in Section 3.6 above.

8.1 GreenBlue Responsibility

CleanGredients is a project of GreenBlue and is managed by the staff of GreenBlue, subject to the ultimate discretion and control of the Board of Directors of GreenBlue. GreenBlue is ultimately responsible and accountable for the design, implementation, operations, and maintenance of CleanGredients. The CleanGredients Technical Advisory Committees advise the GreenBlue staff with respect to the development of CleanGredients. GreenBlue's staff makes every effort to follow the recommendations of the Technical Advisory Committees. However, committees serve in an advisory capacity, and GreenBlue staff may modify or deviate from recommendations of the committees, especially if they pose legal or fiscal liability to GreenBlue or are contrary to already approved decisions regarding CleanGredients design, implementation, operations, or maintenance. GreenBlue staff shall notify the appropriate committee(s) when taking actions that are contrary to committee recommendations.

8.2 TAC Membership

TAC membership is open to any interested party.

Technical Advisory Committee members are expected to embody knowledge of and experience with chemistry, toxicology, and related disciplines and the cleaning product industry. They are not expected to possess expertise with respect to information architecture or database or user interface design. Consequently, GreenBlue may engage outside experts in database or web interface design and may make decisions regarding CleanGredients database and user interface design without first consulting either the Steering Committee or Technical Advisory Committees.

Technical Advisory Committee membership does not constitute membership in GreenBlue or in the Board of Directors of GreenBlue. Technical Advisory Committee members who are not also members of the GreenBlue Board of Directors shall have no voting or other rights in the governance of GreenBlue.

TAC membership is distinct from subscription to CleanGredients and neither committee members nor their organizations are given CleanGredients subscriptions free of charge or at a reduced rate.

8.3 Core Responsibilities

8.3.1 Develop attributes and the criteria that should be used to evaluate an ingredient's performance with respect to each attribute, including specific endpoints, test methods, and cut-offs for identifying hazards

Develop a complete list of the attributes that the database should include (for the appropriate ingredient class) along with the rationale for each attribute. Attributes may include physical properties that help determine the appropriateness of an ingredient for a particular application, environmental health attributes, human health attributes, or other safety or sustainability-related attributes.

The expected results are intended to answer these questions:

- What attributes should be included in the database? (e.g., biodegradability, aquatic toxicity)
- How should attributes be measured? (e.g., OECD 301 A-F; standardized tests for fish, algae, daphnia; should biodegradability be measured by half-life or percent biodegradation per unit time?)
- How should the data be evaluated? (e.g., based on nationally or globally harmonized thresholds such as GHS or other hazard labeling programs)

8.3.2 Recommend Data Quality Requirements

Recommend the requirements for data quality and verification for inclusion in CleanGredients. The expected results are intended to answer these questions:

- What test methods or information sources are acceptable?
- What standards of quality should be applied to the data included in the database?
- How should the data or information be collected and verified?
- How should modeled data be used?
- Could analogs be used and how?

8.3.3 Recommend requirements for listing ingredients in CleanGredients

Recommend the criteria for determining which chemicals (or ingredient formulations) are eligible for listing in CleanGredients. Listing criteria are established for each chemical or ingredient class (e.g., surfactants, solvents).

8.3.4 Prioritize attributes

Recommend which attributes require third-party verification (Tier 1), which are required but may be self-reported (Tier 2), which are optional (Tier 3), and which are considered but not recommended (Tier 4).

8.3.5 Recommend how the information should be presented

The expected results should answer questions such as:

- Should the information be presented as a single value, range, or mean plus confidence interval?
- Should explanations or qualifications be provided?
- Is there a need for supplementary information in the form of attachments?

Note that the TAC is not responsible for the design of the CleanGredients user interface, but GreenBlue welcomes input from the TAC on this subject.

8.3.6 Provide input on the U.S. EPA “DfE Screen,” as appropriate

In acknowledgement of the strong relationship between GreenBlue, CleanGredients, and the U.S. EPA DfE Program, CleanGredients includes a “DfE Screen” that is designed to provide guidance to formulators about whether an ingredient listed in CleanGredients is likely to contribute positively to recognition of a product through the DfE Program’s Formulator Initiative. The “DfE Screen” is a set of criteria established by the DfE Program to identify chemicals that are best in their class, helping to send a clear signal to chemical manufacturers about the types and quality of chemicals they produce. While the DfE Screen is established by U.S. EPA—not GreenBlue—input is solicited from the TAC to assist U.S. EPA in creating an appropriate screen for inclusion in CleanGredients.

8.4 Leadership

TAC chairs are selected by GreenBlue and shall typically be a GreenBlue or EPA staff member and a volunteer from industry who serves on the TAC. Committee chairs:

- Guide TAC process;
- Generate meeting agendas;
- Represent the TAC to the Steering Committee;
- Generate and distribute meeting agendas;
- Prepare documents and discussion materials for the TAC;
- Facilitate conference calls and other meetings; and

- Keep meeting records and maintain archives to document decisions and minority opinions where appropriate.

Primary responsibility for management and administration shall be handled by the non-industry chairs. Industry chairs are expected to focus primarily on content development.

8.5 Planning

8.5.1 Schedule

Each TAC shall meet by teleconference every two weeks during module development, which is expected to take from four to six months. Teleconferences are expected to last from one to one-and-one-half (1 to 1.5) hours. Information shall be shared between meetings via email, the CleanGredients website, and subcommittee teleconference meetings. In-person meetings may also be considered on an ad hoc basis, if feasible.

8.5.2 Time Commitment

Individual time commitment is left up to each participant. We expect that different aspects of the project will be of greater and lesser interest to different stakeholders. However, a minimum of 75% meeting participation is expected. Poor attendance is grounds for removal from the committee.

8.5.3 Substitute Participants

TAC members may request that substitutes attend meetings in their place when they have scheduling conflicts.

8.5.4 Meeting Planning

In advance of each meeting, the committee chairs shall distribute an agenda and any other materials that support the meeting's roundtable discussion.

8.5.5 Committee Meeting Summaries

Meeting summaries shall be kept and approved as final by the TAC and shall subsequently be posted on the CleanGredients website.

8.6 Anti-Trust Policy

Group activities by competitors entail significant risks under federal and state antitrust laws. GreenBlue is committed to structuring all of its activities in a manner consistent with the antitrust laws and takes its obligations in this regard seriously. Each CleanGredients TAC member must be familiar with his/her obligations under the antitrust laws.

8.7 Recognition

TAC members and their organizations shall be recognized on the CleanGredients website unless they request otherwise. Direct links to TAC member organization websites shall be provided if the TAC member provides GreenBlue with the appropriate URL.