

Manufacturer's Commitment to Responsible E-Waste Recycling

Revised August 2008

I. For all manufacturers who sign:

In order to provide more globally responsible disposal, recycling and takeback programs, we agree to the following Manufacturer's Commitment to Responsible E-Waste Recycling in conjunction with the Electronics TakeBack Coalition (ETBC) and the Basel Action Network (BAN).

This Commitment pertains to all hazardous electronic waste (as defined below) managed or generated by the manufacturer's corporate operations and programs over which the manufacturer can exercise control, including, but not limited to, corporate e-waste/equipment, takeback programs, manufacturing/assembly waste, and all vendors, sub-vendors, brokers, etc. throughout final disposition of the hazardous e-waste.¹

We, the _____ [corporation], with global headquarters registered in _____, do hereby affirm that our global [OR appropriate geographic scope, based on Section II, Paragraph 3 below] policies, operations, and programs (including our requirements of vendors and sub-vendors such as recycling and asset recovery partners) to recycle, refurbish, reuse, and dispose of used, returned and off-specification manufacturing electronic parts and equipment, and all non-working or untested parts or devices that contain or comprise hazardous electronic wastes, will be managed in all jurisdictions, in all countries [OR see Section II, Paragraph 3 below], and throughout the entire chain of custody throughout final disposition to be in compliance with the following standards:

a) Export: All exports and imports of hazardous electronic waste will be considered to be governed by the Basel Convention and the Basel Ban Amendment (see below) regardless of whether or not these agreements are in legal force in any particular country concerned. All exports will also be in compliance with all import, transit and export laws of the importing, transit (defined below), and exporting countries.

b) Labor: No prison, child, or forced labor will be utilized for any recycling or disassembly of hazardous electronic waste.

c) Disposal: Every reasonable effort will be made to control all hazardous electronic wastes and manage their disposal as hazardous waste and therefore prevent them

¹ This Commitment excludes hazardous electronic waste collected through municipalities or states as required for compliance with laws if the OEM does not have adequate authority to determine the selection of service vendors to manage electronic wastes.

from entering solid waste landfills or incinerators, including waste-to-energy incinerators.

We agree to post a visible statement of this Manufacturer's Commitment on our website within one month after signing this document. We agree to identify to ETBC and BAN all vendors utilized for the management of these hazardous electronic wastes, including the initial vendors and their downstream vendors for the hazardous electronic wastes throughout final disposition. [Or provide an acceptable alternative mechanism for assuring compliance with this Commitment, to be defined in Section II, Paragraph 2 below.]

We will request in writing that all vendors/partners located in North America managing hazardous electronic waste will apply to qualify for the Electronic Recyclers' Pledge of True Stewardship, and will become 3rd party certified as an "e-Steward", once that program is available.

We agree to contract with all recycling, refurbishment and processing vendors handling equipment and parts containing, comprising, or derived from hazardous e-waste, and contractually hold them responsible for meeting the requirements in this Commitment. We also agree to regularly audit such vendors to assess conformity with these requirements. (See below regarding frequency of audits.)

In order to improve compliance with this Commitment, we will also do the following:

- Upon signing, we will add this Manufacturer's Commitment as a voluntary additional public commitment to our internal ISO 14001 environmental management system in any and all corporate divisions that implement or oversee any aspect of this Commitment, and ensure that the regular ISO audits will uphold full compliance with this voluntary standard. In order to assure compliance on the part of our vendors and their downstream vendors, our ISO auditors will be informed of the change in procedures that reflects the commitment made in this voluntary standard so that revised procedures are properly covered during the ISO audits. ETBC and BAN will be given access to documentation that demonstrates the communication between the OEM and the ISO certification body, including any confirmations of ISO-audited conformity with this Commitment, at a minimum of every 2 years.
- Within 3 months after signing this Commitment, we will transpose these Manufacturer's Commitment requirements into auditable requirements for all vendors who receive and/or manage any hazardous electronic waste or off-specification waste for us. Within 15 months of signing this Commitment, our auditing personnel or firm(s) will have audited all such vendors to ensure compliance with these Manufacturer's Commitment requirements, and we will re-audit annually at a minimum.

- If there are ISO 14001 audit results and/or vendor audits indicating non-compliance of any activities, policies or practices relating to requirements in this Manufacturer's Commitment, we and our vendors will come into full compliance with requirements within 6 months. If there is continued non-compliance after 6 months, ETBC and BAN will be notified of what the specific non-compliance is, and what corrective actions and timeframes are planned.

We acknowledge that should there be concerns about our compliance with this Manufacturer's Commitment that are not resolved within a reasonable period of time, ETBC and BAN reserve the right to remove our company name from the list of OEMs that are meeting the Manufacturer's Commitment.

As changes in materials, technology, and laws occur, it may be necessary to alter the language in this Commitment. Changes in this agreement that are mutually agreeable to ETBC, BAN and OEM signatories can occur at any time; however, this agreement will otherwise remain intact until September 1, 2011, with the exception of potential changes in the definition of hazardous e-waste, as needed. ETBC and BAN will consult with all signers of this Commitment prior to making such changes, provide a reasonable period of time to come into compliance with the changes, and reserve the right otherwise to evolve this Commitment as deemed necessary.

II. The following details may vary with individual manufacturers:

1. The time frame (up to a year) is negotiable for manufacturers to comply with various requirements. These delayed implementations will be delineated in this section.
2. The method by which companies ensure transparency and verifiability of their vendors and their downstream for the hazardous electronic wastes throughout final disposition is somewhat negotiable and will be explained in this section.
3. Some manufacturers are not yet able to commit to one policy globally for all their operations/programs in all countries, but have initially committed to meeting these requirements for their operations within specific countries. ETBC and BAN's goal is for all participating manufacturers to commit to one global policy for the hazardous electronic waste management. Geographic exceptions which are to be temporary will be explained in this section.

III. Definitions for the Manufacturer's Commitment

For the purposes of this Commitment the following definitions apply:

“Hazardous electronic waste” or “hazardous e-waste” means electronic equipment, parts, and materials destined for recycling or disposal but not for direct reuse, that contain, consist of, or are derived from:

- Cadmium-, lead- or beryllium-containing circuit boards;
- Cathode ray tubes (CRTs);
- CRT glass (processed and unprocessed);
- Batteries containing lead, mercury, and/or cadmium and/or are flammable;
- Mercury-, beryllium- and Polychlorinated Biphenyl-containing components, lamps and devices; and/or
- Non-working parts and whole equipment or devices exported for repair or reuse unless assurances exist that hazardous electronic waste (such as CRTs, batteries, or circuit boards) will not be disposed of in the importing country as a result.

The definition of “hazardous electronic waste” does not include:

- New equipment going for use or sale (as opposed to recycling or disposal); or
- Fully functional equipment and parts that are adequately tested, certified and labeled as working, packaged to protect reusability, and that are not intended for disposal or recycling, but for donation, re-use and/or resale; or
- Non-hazardous waste such as copper unless it is contaminated with a Basel Convention hazardous waste such as lead, cadmium, beryllium, PCBs, mercury, etc. (constituents listed in Basel Annex I); or
- Electronic equipment or materials that are to be used as a direct feedstock in manufacturing without further processing or preparation (e.g. cleaned, furnace ready, CRT cullet), and the ‘competent authority’ of an importing country makes a written determination that the material is not a waste, and therefore not a hazardous electronic waste. Such a determination provided in writing by the legitimate ‘competent authority’ and provided to ETBC and BAN will be required to exercise this exemption.

The term 'hazardous electronic waste' as used in this Commitment does not pertain to, nor is synonymous with any current legal US or other national definitions of 'hazardous waste', but is meant for the purposes of this Commitment only.

Regarding lithium ion or other batteries and battery packs: If, after a period of 3 months, an OEM can satisfy BAN and ETBC that lithium-ion battery or other battery packs do not fail the standard RCRA Toxic Characteristic Leachate Procedure (TCLP) test for lead, cadmium or mercury, and are not flammable under flammability test procedures, then it will be considered for the purposes of this version of the Commitment that these battery packs will not be covered. However, if they fail the TCLP for lead, cadmium or mercury, or fail the flammability tests, it will be expected that the OEMs will, after a period of up to one year, be fully in compliance with this

Commitment with the understanding that such battery packs are covered by the Commitment.

“Basel Convention and the Basel Ban Amendment” means both the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal, and the Basel Convention Decision III/1, known as the Basel Ban Amendment. Signing this agreement assumes application of these agreements regardless of whether such activity is required by national law. Therefore, signing this Commitment will mean the following regarding exporting hazardous e-waste:

Export from developed nation to/through developing nation:	Not allowed
Export from developed nation to another developed nation:	Allowed with recipient country consent, when meeting all Basel Convention obligations.
Export from developing nation to/through developed nation:	Allowed with recipient country consent, when meeting all Basel Convention obligations.
Export from developing nation to/thru developing nation:	Allowed with recipient country consent, when meeting all Basel Convention obligations.

“Allowed with recipient country consent when meeting all Basel Convention obligations” means, among other things, that the exporting country must receive written consent from the recipient and transit countries’ ‘competent authorities,’ assurances of environmentally sound management, as well as compliance with all other aspects of the Basel Convention.

“Developed Country” means any member country of the Organization for Economic Cooperation and Development (OECD), the European Union (EU) and Liechtenstein. For a complete list of OECD and EU countries see http://www.ban.org/country_status/country_status.html and find these countries shaded in gray.

“Developing country” means all countries not belonging to the Organization for Economic Cooperation and Development (OECD), the European Union (EU) and Liechtenstein.

“Competent Authority” means the entity (usually a government agency) in any country that has ratified the Basel Convention, and that is responsible for overseeing their

country's compliance with the Basel Convention. Competent authorities of the Basel Convention are listed at: <http://www.basel.int/contact-info/frsetmain.html>

“Transit Country” means any country other than the country of export or import, through which a movement of hazardous electronic waste is planned or takes place.

Signatures:

For the Manufacturer: [Name the company]

Signatory Name:

Signature: _____ Date: _____

For the Electronics TakeBack Coalition and Basel Action Network

Signatory Name: _____

Signature: _____ Date: _____