



Affiliate Agreement

EPA's SmartWay Transport Partnership is a public/private collaboration that helps freight shippers, carriers, and logistics companies improve fuel efficiency, reduce emissions and save money. Affiliate organizations play a key role in supporting these objectives.

With this agreement, _____ joins EPA's SmartWay Transport Program as a SmartWay Transport Affiliate (please check Affiliate category).

- SMARTWAY NON PROFIT**
Trade and professional associations; membership, nongovernmental organizations; academic institutions and governmental agencies that educate their constituents about the SmartWay program.
- SMARTWAY TRACTOR/TRAILER DEALERSHIP**
Dealerships promote and sell SmartWay Designated tractors or trailers and SmartWay verified technologies.
- SMARTWAY LEASING COMPANY**
Lease SmartWay Designated vehicles, tractors or trailers. Promotes the sale or lease of SmartWay Designated vehicles, tractors or trailers to dealerships and/or multiple franchises.
- SMARTWAY TRUCK STOPS/TRAVEL PLAZAS**
Commercial facility that provides fuel, parking and other services to long-haul trucks. Agrees to educate their customers about SmartWay and reducing long duration idling.
- SMARTWAY ONLINE RETAILER**
Online retailers facilitate the selling and purchase of goods between private parties and for commercial enterprises through e-commerce while promoting high performing SmartWay carriers to transport those goods.

If your organization does not meet one of the above Affiliate types, e-mail smartway_transport@epa.gov for information on joining the SmartWay community. Put "SmartWay Community" in the subject line.

Following are suggested activities to help Affiliates support and promote SmartWay goals:

- Provide a link to the SmartWay Transport website on the Affiliate's website.
- Inform and educate the Affiliate's members, constituents, or customers about the SmartWay Transport Program.
- Distribute, feature and promote educational materials about the SmartWay Transport Program.
- Recruit new Partners from the Affiliate's membership or constituents, or assist other Affiliates with recruiting.
- Publish articles or other informational materials.
- Identify and provide opportunities for EPA to communicate with the Affiliate's members.
- Train your sales staff on the benefits of SmartWay verified technologies.
- Use SmartWay data online to help e-commerce users to identify cleaner carriers and calculate freight emissions.
- Inform your customers about the availability of innovative financing opportunities through SmartWay materials.

In return, EPA agrees to:

- Educate SmartWay Transport Partners about the Affiliates' involvement.
- Publicize Affiliate's participation through SmartWay Transport Program events, the website, and listing in related educational, promotional and media materials. EPA will obtain written consent from an Affiliate before publishing its name in a context beyond increasing public awareness of its participation as described above.
- Provide Affiliate with materials to market the SmartWay Transport Program including program materials, posters, articles for journals, presentations and talking points.
- Allow Affiliate to use the SmartWay Transport name in the promotion of the SmartWay Transport Program and in the Affiliate's activities for participating in the SmartWay Transport Affiliate Program, provided the name is used consistently with this Agreement and is never used to imply EPA endorsement of Affiliate, its products or services.
- Make EPA representatives available to speak about the SmartWay Transport Program at Affiliate's events.
- Assist Affiliate by working to address challenges, create incentives, and provide technical assistance and support.

General Terms:

The Affiliate agrees that it will not claim or imply that its participation in the SmartWay Transport Affiliate Program constitutes EPA approval or endorsement of anything other than the Affiliate's commitment to the program. The Affiliate will not make statements or imply that EPA endorses the purchase or sale of the Affiliate's products and services or the views of the organization.

Affiliate agrees to indicate EPA's ownership of "SmartWay Transport®" by using the ® symbol when using the name and by including the following statement on the web site, report, or other material where the term is used: "SmartWay Transport®" is a registered service mark of the U.S. Environmental Protection Agency". Affiliate also agrees to abide by the terms of this Agreement pertaining to the use of the SmartWay Transport name and acknowledges that EPA may terminate this Agreement if Affiliate uses the SmartWay Transport name inconsistently with these terms.

Either party can terminate the Agreement at any time without prior notification or penalties or any further obligation. EPA and the Affiliate agree not to comment publicly regarding the withdrawal of an Affiliate. Upon termination, Affiliate agrees to no longer use the SmartWay Transport name or any variation of the SmartWay Transport mark.

All commitments made by EPA are subject to the availability of appropriated funds. The Affiliate understands that it bears its own costs for participation in this program, that it participates without recourse to EPA, and agrees not to submit a claim for compensation to EPA or any other Federal agency on the basis of this agreement.

Nothing in this agreement exempts the Affiliate from EPA regulations or policies relating to competition for financial assistance or procurement contracts.

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

The parties enter into this Agreement voluntarily. Thus, except as explained in the preceding, EPA is not imposing any legally-binding obligations on Affiliate or any other entity through this Agreement, nor is Affiliate imposing any legally-binding obligations on the EPA or on any other entity through this Agreement.

Authorized Affiliate Official:

The undersigned, on behalf of _____ understands and agrees to the terms of the EPA SmartWay Transport Affiliate Program.

Signature

Title

Print Name

Date

Designated Affiliate Representative

Name _____ Title _____

Address _____ City _____

State _____ Zip _____

E-mail _____ Phone _____ Fax _____

Fax completed agreement to EPA SmartWay Transport Partnership (734) 214-4052

Burden Statement: The public reporting and recordkeeping burden for this collection of information is estimated to average 2.90 hours to review, compile information and submit the SmartWay Transport Partnership Affiliate Agreement. This is a one-time submittal. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503. Include the OMB control number in any correspondence. Do not send the completed [form or survey] to this address.