

*EPA's SmartWay Transport Partnership is a voluntary program that recognizes Partners for setting and achieving greenhouse gas (GHG) reduction goals in freight transport.*

**With this agreement, \_\_\_\_\_, joins EPA's SmartWay Partnership and commits to:**

- Determine the percentage of freight shipped by SmartWay carriers.
- Increase the percentage of freight shipped by SmartWay carriers by at least 10% per year, or increase the number of SmartWay carriers contracted by 50 companies per year, and report this information in the EPA's FLEET Performance Model.
- Develop a three-year action plan detailing how this goal will be achieved.
- Submit the goal and action plan to EPA within 6 months of signing and submitting this agreement.
- Report progress toward achieving this goal to EPA annually.
- Provide a link to the SmartWay Transport Partnership website on the company website.
- Inform contracted carriers about the Partnership and the benefits of participating in the Partnership through various means, such as: including SmartWay membership in contracting criteria, mailing brochures and pamphlets, and giving presentations at meetings.

**In return, EPA commits to:**

- Increase public awareness of Partner participation in the SmartWay Transport Partnership by listing Partners on the EPA SmartWay Transport Partnership website and in related educational, promotional and media materials.
- Obtain express written consent from a Partner before publishing the Partner's name in any context or for any purpose other than those stipulated above.
- Provide Logistic companies with the needed information to quantify emissions from their freight facility operations, and to determine the percentage of freight shipped with SmartWay Transport Partnership carriers.
- Publicize the actual performance data of Partners only with a Partner's express permission, except as otherwise required by law.
- Assist Partners in achieving goals, by working to address challenges, create incentives, and provide technical assistance and support (subject to appropriations).

**General terms:**

- If the Partner or EPA defaults upon this agreement at any point, the agreement shall be considered null and void.
- Either party can terminate the agreement at any time without prior notification or penalties or any further obligation. EPA and the Partner agree not to comment publicly regarding the withdrawal of Partners.
- EPA reserves the right to suspend or revoke Partner status for any Partner that fails to accomplish the specific actions to which it committed in the SmartWay Transport Partnership Agreement and subsequent Agreements.
- The Partner agrees that it will not claim or imply that its participation in the SmartWay Transport Partnership constitutes EPA approval or endorsement of anything other than the Partner's commitment to the program. The Partner will not make statements or imply that EPA endorses the purchase or sale of the Partner's products and services or the views of the organization.
- The Partner understands that it bears its own costs for participation in this program, and agrees not to submit a claim for compensation to EPA or any other Federal agency on the basis of this agreement.
- The terms "Partner" and "Partnership," as used in this agreement, do not denote any specific legal entity meaning. The parties to this agreement are independent legal entities and no partnership, general partnership, limited partnership, joint venture or any other legal entity relationship is created between the parties by this agreement.

**Authorized Partner Official:**

The undersigned, on behalf of \_\_\_\_\_, understands and agrees to the terms of the EPA SmartWay Transport Partnership.

SIGNATURE OF VICE PRESIDENT OR EQUIVALENT	TITLE	
PRINT NAME	DATE	
CITY	STATE	ZIP
E-MAIL	PHONE	FAX

**Designated Partner Representative:**

NAME	TITLE	
ADDRESS		
CITY	STATE	ZIP
E-MAIL	PHONE	FAX