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# Affiliate Agreement

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EPA's SmartWay Transport Affiliate Program is an innovative initiative that supports freight shippers, carriers, and logistics companies in setting and achieving goals that increase fuel efficiency and reduce emission of greenhouse gases and air pollutants.

EPA partners with Affiliate organizations to support these efforts. This Agreement applies to the following types of Affiliates.

With this agreement, \_\_\_\_\_ joins EPA's SmartWay Transport Program as a SmartWay Transport Affiliate (please check Affiliate category):

- SmartWay Truck/Trailer Dealership**  
Dealerships that promote and sell SmartWay Certified tractors or trailers **and four** approved categories of energy-saving devices: idle control, wide-based or fuel efficient tires, Automatic Tire Inflation (ATI), and Tractor/Trailer aerodynamics.  
Report to EPA on a quarterly basis the number of SmartWay Certified Tractors or Trailers and energy-saving devices sold.
- SmartWay Non Profit**  
Trade and professional associations; membership, nongovernmental organizations; academic institutions and governmental agencies who educate their constituents about the SmartWay program.
- SmartWay Leasing Company**  
Lease SmartWay Certified vehicles, tractors or trailers.  
Promotes the sale or lease of SmartWay Certified vehicles, tractors or trailers to dealerships and/or multiple franchises.
- SmartWay Technology Vendor**  
Sell or manufacture technology within one of the four categories. Please check applicable category :
- Idle Reduction Technologies (APUs/gensets, fuel operated heaters, battery AC systems, and phase change systems.)
  - Wide-based tires or fuel efficient tires
  - Automatic Tire Inflation (ATI)
  - Tractor/Trailer aerodynamics

Report to EPA on a quarterly basis the number and types of products sold.

If your organization does not meet one of the above Affiliate types, e-mail [smartway\\_transport@epa.gov](mailto:smartway_transport@epa.gov) for information on joining the SmartWay community. Put "SmartWay Community" in the subject line.

## The following are suggested activities that will 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 specific components of SmartWay Transport Program.
- Distribute, feature and promote educational materials about the SmartWay Transport Program.
- Recruit new Affiliates 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 SmartWay Savings Calculator ([www.epa.gov/smartway/transport/calculators/index.htm](http://www.epa.gov/smartway/transport/calculators/index.htm)).
- Inform your customers about the availability of innovative financing opportunities through SmartWay materials.

## 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 conferences and meetings.
- Assist Affiliate in achieving program goals, 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**