

# Interim Process for New Logistics Companies Joining SmartWay





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Transportation and Climate Division  
Office of Transportation and Air Quality  
U.S. Environmental Protection Agency



Office of Transportation and Air Quality  
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# Interim Process for New Logistics Companies Joining SmartWay

EPA has released the beta version of its new Logistics Tool. Following testing and comment by SmartWay Logistics Partners, EPA expects to release a final SmartWay Logistics Tool this winter.

Meanwhile, any Logistics wishing to join SmartWay as a new Partner can do so by reviewing and signing the Logistics Partnership Agreement on page 2 of this document, completing the company information on page 3 and sending the Agreement to SmartWay via email or fax:

Email: smartway\_transport@epa.gov

Fax: 734-214-4906

SmartWay will then review and approve the Agreement, thereby making the applicant a SmartWay Logistics Partner. Soon thereafter, the new Partner's company name will be posted in the Partner roster on the SmartWay website. New Partners will be expected to quickly familiarize themselves with the beta version of its new Logistics Tool.

After the final SmartWay Logistics Tool is available this winter, all SmartWay Logistics Partners (new and old) must complete and submit the final Logistics Tool with 2010 data.

**Once you become a SmartWay Logistics Partner, EPA invites you to participate in our beta testing period** and become more familiar with the new Logistics Tool. We encourage you to explore all of our Logistics resources and provide your feedback to EPA as we finalize this and other components of our new suite of SmartWay partner tools.

## Logistics Partnership Agreement

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**With this agreement, your company joins EPA's SmartWay Transport Partnership and commits to:**

1. Measure and report to EPA on an annual basis the emissions performance of your company using EPA's SmartWay Logistics tool. (Existing companies must report the 12 months of data for the prior year ending December 31. Newly formed companies require a minimum of 3 months of operational data.)
2. Have performance results posted on the EPA SmartWay website/database.
3. Agree to submit supporting documentation to EPA for any data used to complete this tool and agree to EPA audit of this data upon request by EPA.

**In return, EPA commits to:**

1. Promote company participation in the Partnership by posting Partner names on the EPA SmartWay Website and in related educational, promotional, and media materials. EPA will obtain express written consent from the Partner before using the Partner's name other than in the context of increasing public awareness of its participation as described here.
2. Provide companies with industry-wide performance benchmark data as this data becomes available to EPA.
3. Assist Partners in achieving emission and fuel usage reduction goals (subject to Federal Government Appropriations).

### General Terms

1. If the Partner or EPA defaults upon this agreement at any point, the agreement shall be considered null and void.
2. Either party can terminate the agreement at any time without prior notification or penalties or any further obligation.
3. EPA agrees not to comment publicly regarding the withdrawal of specific partners.
4. 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.
5. 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.
6. Submittal of this SmartWay Logistics Tool constitutes agreement to all terms in this Partnership Agreement. No separate agreement need be submitted.

**By signing the line below, I declare that the information submitted via this tool is, to the best of my knowledge, accurate. I understand that any person who, in the course of negotiating or performing under this Agreement, makes, presents or submits a false or misleading statement to the government, or any person who makes a material omission in the course of negotiating or performing under this Agreement, may be subject to liability under all applicable civil and criminal statutes including 18 U.S.C. 1001 (criminal liability for false statements), 31 U.S.C. 3801 – 3812 (civil liability for false statements) and 31 U.S.C. 3729-33 (The False Claims Act).**

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Signature

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Date

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Name of Signatory (please print)

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Title of Signatory

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## Company Contact Information

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*Please enter your company contact information below:*

### General Company Contact Information

Company Name							
Headquarters Mailing Address							
City		State/Province		Zip		Country	
Main Phone Number		Toll-free Number		Cell number		Web Address	

### Primary Contact Information

Primary Contact Name							
Primary Contact Mailing Address							
City		State/Province		Zip		Country	
Primary Contact Phone Number				Email Address			

### Executive Contact Information

Executive Contact Name							
Executive Contact Mailing Address							
City		State/Province		Zip		Country	
Executive Contact Phone Number				Email Address			

### Other Contact Information

Other Contact Name							
Other Contact Mailing Address							
City		State/Province		Zip		Country	
Other Contact Phone Number				Email Address			
Contact's role in program							