



U.S. EPA SmartWay Designated License Agreement

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Trademark License Agreement
For Use of U.S. ENVIRONMENTAL PROTECTION AGENCY SmartWay Mark by

(name of licensee or Original Equipment Manufacturer)

Whereas the United States Environmental Protection Agency (“EPA”, “Agency” or “Licensor”) is the owner of the U.S. ENVIRONMENTAL PROTECTION AGENCY SMARTWAY mark (“Mark”), which the Licensee will use to identify tractors or trailers that meet fuel efficiency and emissions standards established by the Agency; and

Whereas the _____
(name of licensee) (“name” or “Licensee”)
intends to display the Mark in connection with its tractors or trailers that meet the requirements for displaying the Mark; and

Whereas Licensee also wishes to assist the Agency in its official recognition efforts by using the Mark in marketing and outreach efforts to help promote public knowledge and acceptance of the Mark.

Now, therefore, in consideration of the mutual promises herein contained, it is agreed that:

1. **Grant of License:** The Licensor hereby grants to the Licensee a non-exclusive, royalty-free right to use the Mark in the following manner:

Only on or in connection with the sale of tractors or trailers that meet the specifications established by Licensor which are attached to this agreement and entitled Technical Specifications & Requirements for Using US EPA’s SmartWay Mark on Qualifying Tractors and Trailers.

2. **Quality Control:** The Licensor shall have the right, at all reasonable times, to inspect the Licensee's goods, services and promotional activities employing the Mark to ensure that such use is of proper quality and otherwise consistent with this Agreement. The Licensee agrees that it will display the Mark only in a manner that complies with the attached SmartWay Graphic Standards and Logo Usage Guide.

3. **Duration and Termination:** This Agreement shall terminate 3 years from the date of its signature by both parties. The Licensee, however, may renew this Agreement for an additional term of 2 years with the written consent of Licensor. Such consent shall be in the form of a properly executed Renewal Agreement signed by authorized signatories of the Parties.

Upon termination of this Agreement, all rights of the Licensee to use the Mark shall immediately terminate. In the event of a breach of any of the terms and conditions of this License by the Licensee, the Licensor shall give Licensee written notice of such breach. In the event Licensee does not cure such breach within thirty (30) days, Licensor may immediately terminate this License and shall notify the Licensee in writing of such termination.

4. **Assignments and Sub-Licenses:** This License is not assignable, and any attempt by the Licensee to assign any portion of the License or to grant a sub-license, except as provided for in this Agreement, shall be deemed a breach of this Agreement and shall be cause for termination.

5. **Validity and Ownership of Mark:** The Licensee is prohibited from challenging or contesting in any way the Licensor's ownership of the Mark with the U.S. Patent & Trademark

Office, or with any other trademark office, or the Licensor's exclusive worldwide ownership of the Mark.

6. Use of Mark:

Licensee shall abide by the following guidelines:

(A) The Licensee acknowledges that the Licensor considers the mark to be its official recognition mark, and holds it out to the public as such.

(B) The Licensee further agrees that the use of mark shall be done in such a way so that there does not exist any appearance of Government endorsement, authorization or affiliation of the Licensor with the Licensee, other than as such affiliation is specified herein between Licensor and Licensee.

7. Infringement: The Licensee is required to notify the Licensor of any potential infringement of the mark of which the Licensee is aware, or reasonably should be aware. The Licensor retains the right to determine what constitutes infringement and the course of action to be taken to address it.

The Licensee shall also notify the Licensor of any claims of which the Licensee is aware that the licensed Mark is infringing the name, logo or trademark of another.

8. Governing Law: This Agreement shall be interpreted and implemented in accordance with the laws applicable to the United States Government as interpreted by the U.S. District Court for the District of Columbia.

9. Foreign Trademarks and Service Marks: Licensee agrees to provide all lawful assistance, as reasonable and at Licensor's request and expense, to Licensor should Licensor decide to register the mark in foreign countries. Licensee shall comply with all applicable legal requirements governing trademark and service mark use, including but not limited to, registered user requirements. Licensee agrees that all use of the mark by Licensee shall inure to the benefit of the Licensor.

10. Indemnification: The Licensee agrees to indemnify and hold the Licensor harmless from any and all claims, damages and attorneys' fees arising from the use of the Mark by the Licensee and its operations under the Agreement, except to the extent that any such claims, damages or attorneys' fees arose in connection with any act or failure to act by the Agency. Although the Licensor is precluded from indemnifying the Licensee, per se, pursuant to the Anti-Deficiency Act, the Licensor warrants that it is the owner of the Mark that is the subject of this Agreement, and that it knows of no other entity with superior rights therein. Further, it agrees to cooperate with and assist the Licensee in the unlikely event that the Licensee's use of the Mark is challenged.

11. Prior Agreements: This Agreement sets forth and contains the entirety of representations, understandings and agreements of the parties hereto and merges all prior representations, understandings and agreements. This Agreement may be amended only through a written instrument executed by a duly authorized representative of each of the Parties hereto.

In witness whereof, the parties have caused this document to be duly executed as of the latter of the two dates below.

For the United States Environmental Protection Agency

Joann Jackson Stephens
SmartWay Brand Manager

Date

For the -----
Insert Manufacturer Company Name

Insert Name

Insert Title

Insert company address

Insert company phone number

Insert email address

Insert Date

Please fax, mail or e-mail a signed copy of this document to:

Joann Jackson-Stephens
U.S. EPA - SmartWay
2565 Plymouth Road
Ann Arbor, MI 48105
Phone: (734) 214-4767
Fax: (734) 214-4052
e-mail: jackson-stephens.joann@epa.gov

Specifications for SmartWay Designated Tractors and Trailers

- Visit: www.epa.gov/smartway for additional information about SmartWay.
- Visit: <https://www.epa.gov/verified-diesel-tech/smartway-designated-tractors-and-trailers> for additional information on SmartWay designated tractor / trailers.
- Contact Tech_Center@epa.gov regarding eligibility of tractors and/or trailers for SmartWay designation.

Verification Process for an Aerodynamic Device, Tire, or Idle Reduction Technology by EPA for SmartWay

- Visit <https://www.epa.gov/verified-diesel-tech/smartway-technology-trucks-and-school-buses> for additional information about the SmartWay technology verification.

Graphic Standards and Logo Usage Guidelines

U.S. EPA Designated SmartWay® Mark for Qualifying Tractors and Trailers

Promoting the Mark

The US EPA Designated SmartWay mark may be used in point-of-sale advertising (for on-site locations and web sites) and promotional material (e.g. print advertising) of original equipment manufacturers (OEM) of SmartWay qualified tractors and trailers. Media and other interested parties may also use the SmartWay mark for articles or other educational purposes. However, the mark may only be used in association with tractors and trailers that have met the SmartWay technical specifications.

Only manufacturers of heavy-duty tractors and trailers may use the SmartWay mark. Eligible trailers may use the SmartWay Designate Elite mark. Component manufacturers (such as tire or aerodynamic add-on manufacturers) may not apply the US EPA Designated SmartWay mark to their products, product packaging, on their sales web sites or in their point-of-sale advertising.

The US EPA Designated SmartWay mark may also be applied, by the original equipment manufacturer (OEM), to the interior of a qualified SmartWay tractor or a SmartWay trailer. However, it may not be applied to the windows of a tractor or in any place on a tractor's interior that is visible from the exterior.

Correct

Point of sale advertising (signs, banners)
Cab door interior
Cab dash
OEM sales web site

Incorrect

Cab window
Cab rear-view mirror
Cab windshield

The following communication guidelines will prevent misrepresentation and consumer confusion.

Correct

“Earned”
“Qualified”
“Meets SmartWay specifications”
“U.S. EPA Designated SmartWay”
“SmartWay designated mark or logo”

Incorrect

“Endorse”
“Endorsed”
“Rating”
“Rated”
“Certified”

EPA recommends using words in the “correct” column to describe tractors and trailers which meet the voluntary requirements for application of the SmartWay logo by OEMs. Text used in advertising, articles, brochures, publications, annual reports, web sites, or any other promotional material must never imply EPA endorsement of either the manufacturing company or sponsoring organization.

Graphics



The US EPA Designated SmartWay mark must be used its entirety and as shown. The only approved logo files to be used can be obtained by contacting EPA. No other graphical representation of the mark may be used.

The graphic may not be altered, cut apart, separated, or otherwise distorted in perspective or appearance. The aspect ratio (length and width dimensions) must remain proportional. The logo must never be reproduced smaller than 1.25" wide to ensure legibility.

Licensees, SmartWay Partners and other organizations are responsible for their own use of the US EPA Designated SmartWay mark, as well as use by their representatives, such as ad agencies and public relations firms.

Color Specifications

1. Spot Color - For spot color usage (often referred to as PMS or Pantone Matching System):
 - Prescribed green = 347
 - Prescribed blue = 3005
2. Four-Color Process - For four-color process printing, the build formulas detailed here for the prescribed green and blue must be used.

PRESCRIBED GREEN

Four-Color Process

C	100%
M	0%
Y	85%
K	5%

PRESCRIBED BLUE

Four-Color Process

C	100%
M	40%
Y	0%
K	0%

3. Black and White Version - The graphics in their entirety may also be reproduced in 100% black.