



## Joint Corridor Cooperation Agreement

The following organizations are party to this agreement

Organization	Address	Contact person

The organizations mentioned above will be collectively referred to as the "parties" from now on. During the development of the Joint Corridor, the parties were facilitated by:

Organization	Address	Contact person

The above-mentioned organizations will be referred to hereinafter as the "facilitators."

**The parties must consider the following:**

A. The parties will jointly participate in the regional action program [.....], which will be carried out by the [...] in [...]. This program is supported by the national action program "Lean & Green Off-Road", which is to be conducted by Stichting Connekt in Delft on behalf of "Topsector Logistiek".

B. The aim of the project is to develop "Joint Corridors" for synchromodal transport in order to achieve efficiency gains in both the economic field (by improving scalability and availability) and sustainability field (through improving liveability and accessibility) by reducing CO2 emissions and "road kilometres."<sup>1</sup>

C. As part of the action program, the parties have discussed the start-up of a so-called "Joint Corridor." According to the parties, a "Joint Corridor" is: "Cooperation on an (international) transport route between selected areas, between which substantial cargo flows are transported by, or on behalf of, parties using synchromodal transport, and within which parties can achieve synergy gains in the area of sustainability."

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<sup>1</sup> Transport of freight on highways measured in kilometres.



D. According to the parties, the definition of "sychromodal transport" is: *"Multimodal transport where the shipper uses the available means of transport side by side, or leaves the decision on the use of the means of transport to a service provider."* Sychromodal transport does not necessarily signify working with different means of transport; it instead denotes that there is some flexibility in the use of such different means (modalities).

E. The parties have gone through the first two phases of the action program. In the first stage of the program, i.e. the "Discover Corridor" phase, the parties jointly uncovered a "Joint Corridor" within which they wanted to further investigate opportunities for the (joint) organization of sychromodal transport.

F. Subsequently, the parties signed the "Joint Corridor Intention Agreement" and, in the subsequent stage of the program - the "Prototype Corridor" phase - the parties will discuss the actual implementation of a formal cooperation within the "Joint Corridor".

G. The parties have already reached agreement on this interpretation, and intend to actually start the cooperation within the "Joint Corridor". By signing this agreement, the parties jointly enter the implementation stage, namely the "Run Corridor" phase of the action program.

H. In this agreement, the parties intend to lay down the framework agreements and shared values they have agreed upon.

**By signing this document, the parties agree on the following:**

**Article 1: Status of the Cooperation Agreement.**

1.1 The present agreement (hereinafter: the "Cooperation Agreement") is a framework agreement that aims to establish framework agreements and the values shared by the parties to monitor the continuity of sychromodal transport within the "Joint Corridor" cooperation.

1.2 The Cooperation Agreement is explicitly not a transport agreement, as referred to in Art. 8:20 of the Dutch Civil Code, and nor is it an agreement of services, as referred to in Art. 7:400 of the Dutch Civil Code.

1.3 The Cooperation Agreement does not affect the individual contractual freedom of the parties when concluding transport agreements with third parties.

1.4 When the parties conclude a transport agreement or other contract within the framework of the "Joint Corridor" program, they will lay down the conditions in a separate document, while respecting the framework agreements set out in the Cooperation Agreement.



**Article 2: Start of the Joint Corridor**

2.1 By signing the Cooperation Agreement, the “Joint Corridor” will be established, with the name:

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2.2 The parties hereby commit to a start-up phase of the corridor of at least:

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During this period, the parties will remain involved in the “Joint Corridor” as an ambassador, consultation partner and point of contact for shippers and transporters who are interested in the cooperation.

2.3 Within the “Joint Corridor”, use can be made of the following modalities:

Road	
Rail	
Water	
Air	
Pipe	

2.4 The “Joint Corridor” will connect the following regions:


2.5 Within the “Joint Corridor”, use will be made of the following terminals:




### **Article 3: Shared Values of the “Joint Corridor”.**

3.1 The continuous further development focuses on optimizing availability, scalability, liveability and accessibility. The parties must strive for as much transparency as possible with regard to the “Joint Corridor”, but must deal with confidentially business-sensitive information that they may obtain from other parties.

3.3 These are the shared values of the “Joint Corridor”. The parties are guided by these six shared values when starting up, executing and up-scaling the “Joint Corridor”.

### **Article 4: Shared Value 1: Availability**

4.1 The parties must jointly strive for continuous further development of the “Joint Corridor” in order to further strengthen the availability of both goods on the market and synchromodal transport and must act to make it future-proof. This is in the interests of the parties, the logistics sector as a whole, consumers and society.

4.2 The parties intend to actively participate in and contribute to periodic open dialogue meetings to improve the “availability performance” of the “Joint Corridor”. This may include shortening the transport lead-time, increasing the transport frequency and increasing the on-spec on-time transport reliability of the “Joint Corridor”.

### **Article 5: Shared Value 2: Scalability**

5.1 The parties have designated scalability as a value, because the increase in the scale of the cooperation will lead to economies of scale and will serve the economic interests of all parties, trade sectors and the logistics sector as a whole.

5.2 The parties will jointly strive to achieve continuous further development of the “Joint Corridor” to improve scalability. The aim of this scaled value is to make the “Joint Corridor” robust and to improve its availability, as referred to in Article 4. It is therefore the intention of the parties to actively participate in and contribute to regular open dialogue meetings. This may include actively inviting, providing information to, enthusing about, and welcoming new shippers and carriers to the “Joint Corridor”, resulting in greater cooperation expressed in terms of TEU and tons of goods.

### **Article 6: Shared Value 3: Liveability (Sustainability)**

6.1 The parties shall focus on improving the quality of life. An increased quality of life through a reduction of CO2 emissions serves the interests of society and the sustainable (brand) image of all parties.



6.2 The parties shall jointly strive to achieve the continuous further development of the “Joint Corridor” in order to improve the quality of life and reduce CO2 emissions. The main driving force behind improving the quality of life is the improvement of the cooperation scale (Article 5). This is because this will allow the shift from individual road transport to collective synchromodal transport. In addition, the parties will strive to provide the greatest possible flexibility for the transport within the Joint Corridor when choosing the optimal modality of transport and to use as many new and clean technologies as possible.

#### **Article 7: Shared Value 4: Accessibility (Mobility)**

7.1 The parties shall aim to improve accessibility. Increasing accessibility by reducing the number of kilometres of international road transport serves the interests of society and the sustainable (brand) image of all parties. In addition, better accessibility contributes to improving the availability performance of national and regional road transport.

7.2 The parties will aim to reduce the number of road kilometres in international transport. Improving accessibility also enhances availability performance (Article 4). An important key driver of improved accessibility is increasing the scale of cooperation (Article 5).

#### **Article 8: Shared Value 5: Transparency**

8.1 The parties will strive to be as transparent as possible. They agree that their participation in the “Joint Corridor”, and collective information (generic at the “Joint Corridor” level and therefore not specifically aimed at individual parties), will be made public in publications (including reports, promotional films and articles) of Topsector Logistiek, Stichting Connekt and/or regional parties involved in the project.

8.2 The parties agree to provide generic information about the volume of their cargo flows and to share this information within the “Joint Corridor” through the We Connekt app, and to commit themselves to the conditions of this app.

8.3 The parties shall cooperate in the periodic drafting of a “Joint Corridor Scorecard”, in which the performance of the “Joint Corridor” is recorded. The parties will commit themselves to the conditions of the “Joint Corridor Scorecard” project and will agree to its publication.

#### **Article 9: Shared Value 6: Confidentiality**

9.1 The parties will treat all information and data obtained in conversations and meetings regarding this project confidentially, and in the same way that they would treat their own confidential data.

9.2 Confidentiality agreements shall, at least, include the following: *“The parties shall not provide this information to third parties without the express consent of the other parties”*.



9.3 The limitations mentioned in articles 9.1 and 9.2 do not apply to data known to the other parties prior to the consultation, data lawfully obtained from third parties, or data made public by the issuing party itself.

9.4 If the cooperation between the parties is terminated at any time for whatever reason, this agreement and the consequential confidentiality obligations will remain in force, providing that the obligations apply to the information provided up to that point.

**Agreed on [date] and signed:**

Organization	Contact person	