



GLOBAL INTERMODAL EQUIPMENT REGISTRY

MASTER AGREEMENT

This Agreement, dated as of _____, is made by and between the Intermodal Association of North America (“IANA”) having an office for the conduct of business at 11785 Beltsville Drive Suite 1100, Calverton, MD 20705, and _____ (“IEP”) having an office for the conduct of business at _____, with the specific and designated intention of initiating the participation of the IEP in IANA’s Global Intermodal Equipment Registry (GIER) Program.

Whereas the intermodal industry, as represented by ocean carriers, railroads, equipment leasing companies and motor carriers, desires IANA to develop and maintain an intermodal industry database, for the purpose of identifying the responsible Intermodal Equipment Provider (IEP) with specific pieces of intermodal equipment, in order to facilitate compliance with 49 CFR, Parts 390 (Sections 390.21 and 390.42) and Part 396 (Sections 396.11 and 396.12) of the final “roadability” regulations issued under Docket No. FMCSA-2005-23315.

IANA agrees to implement the GIER program subject to the following general terms and conditions.

1. The IEP agrees to register its equipment fleet by submitting the required data fields shown in Attachment D, Section 2.2 to this Agreement, for all intermodal equipment for which the IEP is deemed responsible for systematic inspection, repair or maintenance.
2. Following its initial submissions, the IEP agrees to update any required information according to the process and timeframe shown in Attachment D, GIER Business Rules and forever maintained at www.gierregistry.com. IEP recognizes that the GIER Business Rules are dynamic and will evolve as the application matures. IANA will provide the most current and applicable version of the GIER Business Rules at www.gierregistry.com.
3. The IEP approves the dissemination of specific GIER data by IANA for the purposes of enabling industry compliance to 49 CFR Parts 390 and 396 of the above referenced Federal Motor Carrier Safety Administration (FMCSA) regulations.

Data Confidentially and Warranties

All data contained in the GIER will be considered “Confidential”, with the exception of: US DOT IEP number, alphanumeric equipment identification number, chassis pool ID, equipment VIN number, equipment license state and plate number, IEP SCAC, IEP company name, IEP GIER contact, IEP GIER contact phone number, previous IEP of record, and registered equipment owner. Disclosure of this excepted information may be required for accomplishing the purposes of the GIER, as stated above and will be provided upon request to Federal, state and local regulatory and enforcement agencies, intermodal facility operators, and motor carriers.

IANA agrees that it shall not make disclosure of any confidential information to parties other than the originating IEP, giving and receiving IEPs when equipment control is transferred, and the equipment owner. Further, IANA agrees that it shall not make disclosure of any data contained in GIER to third party facilitators without prior authorization by the IEP. An IEP may designate third parties to receive GIER information by identifying such parties in Attachment C.

Should the IEP decide to modify Attachment C by the addition or removal of third parties authorized to receive confidential information, the IEP must provide written notice of such changes to IANA, accompanied with a revised

Attachment C reflecting those modifications. Such notice shall be effective up IANA's acknowledgement of the receipt of the revised Attachment C by electronic transmission.

The non-disclosure obligations imposed in this Agreement shall not apply to any information that is required to be provided pursuant to the order of a court or administrative body of competent jurisdiction or a government agency, provided that IANA shall notify the affected IEP prior to such disclosure and shall cooperate with all parties in the event that the IEP elects to legally contest, obtain a protective order, or request confidential treatment, or otherwise avoid such disclosure.

Receipt, maintenance and permissible disclosure of the information required under the GIER does not constitute a representation or warranty by IANA as to the accuracy or completeness of any data furnished by the IEP.

Termination of GIER Participation

An IEP may terminate its participation in the GIER at any time by providing a thirty (30) day written notice to IANA. IANA will remove that IEP's information from the database within 72 hours after the close of the thirty-day notification period and advise GIER participants and authorized third party facilitators of such termination.

IANA may terminate an IEP's participation in the GIER for failure to comply with the established terms and conditions and/or GIER Business Rules, and/or for non-payment of GIER registration fees, by providing a thirty (30) day written notice to the IEP. The IEP will have thirty (30) days from the date of notification by IANA to cure the breach. Should the condition causing the termination notice not be corrected within this time, termination will be effective on the thirty-first day following notification. IANA will remove that IEP's information from the database within 72 hours after the close of the thirty-day notification period and advise GIER participants and authorized third party facilitators of such termination.

GIER Registration Fees

The IEP agrees to pay annual equipment registration fees to IANA for the maintenance and support of the GIER program. These fees, approved and reviewed annually by the IANA Board of Directors, are based on the number of pieces of equipment that are registered under an IEP's DOT number. See Attachment A for fee schedules, billing calculation and payment information.

By signing below, the IEP agrees to the terms and conditions contained in this Agreement, and to the GIER Registration Billing Process and Fees, and the GIER Business Rules as described in Attachments A and D to this Agreement, respectively.

IEP
By: _____
Name: _____
Title: _____

ATTACHMENT A

GIER REGISTRATION BILLING PROCESS AND FEES

By executing this Agreement, the IEP agrees to compensate IANA for the development, maintenance and support of the GIER application through payment of equipment registration fees. The level of these fees will be determined by the IANA Board of Directors for any given calendar year.

The IEP will be billed on a quarterly basis for active units registered to the IEP at the end of the quarter.

Registered unit pricing will be based on IANA Membership and UIIA Participation as shown below. Fees will be determined by multiplying the total active units by one-fourth (25%) of the associated annual fee to obtain the quarterly fee for registered units. Please note that quarterly billings will be invoiced on the last day of the quarter.

GIER registration fees:

	Annual Fee	Quarterly Fee
IANA Member and UIIA Participant	\$0.68 per active unit	\$0.1700 per active unit
IANA Member	\$0.76 per active unit	\$0.1900 per active unit
UIIA Participant	\$0.88 per active unit	\$0.2200 per active unit
Non-IANA Member/Non-UIIA Participant	\$0.95 per active unit	\$0.2375 per active unit

Note: There will be a minimum administrative fee of \$10.00 that will be assessed should a GIER Subscriber's quarterly billing not meet the \$10.00 threshold.

ATTACHMENT B**IEP EQUIPMENT ESTIMATE AND DRIVER VEHICLE INSPECTION REPORT ELECTION**

In order to help IANA prepare and schedule the initial population of your equipment, please estimate the amount of equipment that you plan to register in GIER. This is an estimate for planning purposes only and does not represent a registration commitment.

Estimated number of equipment to register in GIER: _____

IANA has the intention of processing Driver Vehicle Inspection Reports (DVIR) for the purpose of fulfilling regulatory compliance with 49CFR part 396 of the final "roadability" regulations issued under Docket No. FMCSA-2005-23315.

Interfacing with IANA's Uniform Intermodal Interchange Agreement (UIIA), Intermodal Driver Database (IDD) and Global Intermodal Equipment Registry (GIER) databases, the processing of Driver Vehicle Inspection Reports by IANA requires advance notification of DVIR acceptance by the IEP.

By electing below to receive DVIRs from IANA, IEP opens the possibility of future DVIR flows from IANA. The election below by the IEP does not obligate IANA to send DVIRs to the IEP, nor IEP to receive DVIRs from IANA. IANA DVIR processing is subject to the terms, conditions and execution of the IANA Driver Vehicle Inspection Report Processing Agreement.

IEP Driver Vehicle Inspection Report (DVIR) Election:

_____ IEP will receive electronic DVIRs processed by IANA

_____ IEP will not receive electronic DVIRs processed by IANA

IEP DVIR Contact:

Name _____

Email _____

Telephone _____

IEP DVIR Receipt Method:

_____ Email (Yes/No)

_____ 322 IANA Standard EDI (Yes/No)

ATTACHMENT C

GIER 3rd PARTY DATA ACCESS PERMISSIONS

Whereas, the IEP has executed the GIER Master Agreement, in order to facilitate regulatory compliance with 49 CFR, Parts 390 and 396 of the final “roadability” regulations issued under Docket No. FMCSA-2005-23315, the IEP desires that the third party companies (“THIRD PARTY”) listed below be permitted access to its GIER equipment registration data as specified in this Attachment. IEP will identify data THIRD PARTY has access to by indicating the field numbers below as referenced in the IEP Equipment Registration Data Fields table contained in Attachment C of the GIER Business Rules.

For all activities conducted by IANA under this GIER 3rd Party Data Access provision, the IEP forever holds IANA harmless with regard to the accuracy of the data provided to the THIRD PARTY, for any delays in data transmissions, and for any dissemination of the data by the THIRD PARTY, except where an error in accuracy or a delay in transmission is the result of IANA’s negligence or willful or intentional misconduct. Further, the IEP recognize that the cost of data access by the THIRD PARTY is not included in the GIER registration fee.

The IEP requests that the following third party companies be granted access to the specified information contained in the GIER database:

Company	Designated Contact & Contact Information:	GIER Data Field Numbers to be Provided:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____