

The following is the text of the UFSTP without the section for signing and notarizing the Protocol. The formal version of the UFSTP will be provided to carriers once they apply for participation.

UNIFORM FOOD SAFETY TRANSPORTATION PROTOCOL

Motor Carrier Duties and Obligations

The purpose of the Uniform Food Safety Transportation Protocol (“UFSTP,” or “Protocol”) is to establish a uniform standard governing the acceptance by motor carriers of delegable compliance duties governing the sanitary transportation of human and animal foods. These duties are set forth in the Sanitary Transportation of Food Rule (“STF Rule”) adopted by the U.S. Food & Drug Administration (“FDA”) under the Food Safety Modernization Act (“FSMA” or “Act”). A list of subscribing carriers will be maintained and published by UFSTP, Inc. (as Administrator of this Protocol) for ready reference by shippers, brokers, and warehousemen.

Standard Motor Carrier Protocol for Compliance with Food Safety Modernization Act

This Protocol is intended to confirm in writing that signatories are familiar with and will abide by federal regulations governing the sanitary transportation of human and animal food as set forth in FSMA and the STF Rule. In signing this Protocol as a carrier, the signatory warrants that it (1) is properly licensed, authorized and insured by the FMCSA to transport shipments; (2) operates sanitary equipment suitable for the transportation of perishable commodities and foodstuffs; and (3) is knowledgeable of and compliant with applicable federal and state health and safety laws and regulations (including the STF Rule) governing the transportation of such commodities.

The purpose of this Protocol is to prevent practices during transportation that create food safety risk such as failure to properly refrigerate food, inadequate cleaning of vehicles between loads and the failure to protect food.

This Protocol addresses (1) vehicle and transportation equipment design and maintenance; (2) transportation operations and training requirements.

With respect to signatories to this Protocol, the terms and conditions set forth herein shall apply to the extent incorporated in a signed written agreement and not otherwise modified or superseded therein. Shippers, carriers, and brokers are free to incorporate this Protocol by reference into contracts of carriage with subscribing carriers.

The terms “carriers, loaders and shippers” shall have the same meanings as defined in the Act and the STF Rule. In this Protocol, for purposes of the Act, a freight broker or other intermediary who arranges for the transportation of food shall be considered a shipper.

General Requirements for All Entities

All signatories agree to accept the general requirements of FSMA and relevant regulations by (1) protecting food from contamination during transportation by raw foods and non-food items on the same load; (2) taking measures to protect food transportation in bulk or food not completely enclosed by a container from contamination or cross-contamination during transportation operations; and (3) ensuring proper temperature control to prevent food from becoming adulterated.

The following is the text of the UFSTP without the section for signing and notarizing the Protocol. The formal version of the UFSTP will be provided to carriers once they apply for participation.

In delegating the specific requirements of the Protocol by contract to signatories it is the intent that shippers and brokers shall be able to rely on the representations and warranties of subscribing carriers that the delegable duties and recordkeeping requirements shall be discharged.

Prior to loading, loaders will determine whether the vehicle or equipment is in an appropriate sanitary condition, meeting shipper specifications set forth herein, and shall determine whether the refrigerated trailer, container or compartment has been adequately prepared and, where applicable, precooled.

Signatories acknowledge that the applicable FDA regulations permit supply-chain participants to enter into agreements to assign their respective responsibilities and acknowledge that by participating in this Protocol, signatories are entering a written agreement incorporating their responsibilities set forth herein.

Delegable Duties Accepted by Carriers

For so long as this Protocol is in effect, carrier signatories accept and warrant compliance with the following duties under the specified provisions of the STF Rule at Title 21, Code of Federal Regulations:

1. The design and maintenance of vehicles that carriers tender for transportation will be sufficient to ensure that food does not become unsafe or adulterated, and all trailer equipment has been adequately cleaned for its intended use. See 1.906(a), (b), (c).
2. Carriers will ensure proper storage of vehicles and transportation equipment when not in use. See 1.906(d).
3. Carriers will have competent supervisory personnel; will conduct transportation operations in a safe manner and in accordance with the parameters specified by the shipper; and will see that food safety procedures remain in place. See 1.908(a).
4. Carriers will comply with sanitary specifications, temperature parameters and procedures for vehicle sanitation that have been provided to carrier by shipper in writing. See 1.908(b).
5. With respect to shippers of bulk foods and refrigerated foodstuffs, carriers will comply with and meet shipper-provided written procedures for sanitary transportation. See 1.908(b).
6. Carriers will ensure that vehicles and equipment meet shipper-provided specifications. See 1.908(e).
7. Carriers will provide the operating temperature specified by the shipper and be prepared to demonstrate compliance with such specifications. See 1.908(e).

The following is the text of the UFSTP without the section for signing and notarizing the Protocol. The formal version of the UFSTP will be provided to carriers once they apply for participation.

8. Carriers will pre-cool mechanically refrigerated storage compartments to the extent required by shipper's written specifications at time of booking. See 1.908(e).

9. If requested by the shipper, carriers will identify previous cargo transported in a bulk vehicle and provide information about the most recent cleaning of a bulk vehicle. See 1.908(e).

10. Carriers will develop and implement written cleaning, sanitizing and inspection procedures. See 1.908(e).

11. Carriers will develop and implement written procedures describing compliance with temperature control requirements and with other requirements for bulk vehicles under the STF Rule. See 1.908(e).

Maintenance of Training Records and Required Documents

In addition to written procedures addressing the above issues, carriers further warrant:

1. Carriers will establish and maintain training records. See 1.910.
2. Carriers will retain records, including training records, written procedures, and agreements for 12 months after the termination of their participation in this Protocol and/or in any other written agreement or procedures relating to compliance with the STF Rule. See 1.912(b), (c), (d).
3. Carriers operating under the ownership or control of a single legal entity will retain records of written procedures for 12 months after the last date on which any of them terminates its participation in this Protocol and/or in any other written agreement or procedures relating to compliance with the STF Rule. See 1.912(e).
4. Carriers will make all such records available to shippers upon request. See 1.912(f).
5. Records will be maintained by carriers as originals, true copies, or electronic files. See 1.912(g).

Application of this Protocol and Related Matters

Signatories agree to provide and maintain such current information pertaining to their Federal Motor Carrier Safety Administration (FMCSA) authority to operate and their insurance as the Administrator of the Protocol shall require. The Administrator of the Protocol may terminate a signatory's participation and remove it from the list of participating carriers in the event of a carrier's failure to maintain its current membership in the Protocol or a carrier's failure to provide and maintain current information on authority and insurance.

Signatories to this Protocol may terminate participation on 30 days' written notice to the Administrator of this Protocol.

The following is the text of the UFSTP without the section for signing and notarizing the Protocol. The formal version of the UFSTP will be provided to carriers once they apply for participation.

FOR REVIEW ONLY