

VERIFIED GROSS MASS (VGM) CERTIFICATION

IMPORTANT UPDATE

- 1) **EFFECTIVE JULY 1, 2016**, the ‘shipper’ named on an ocean bill of lading will be responsible for providing the verified weight, referred to as the **VERIFIED GROSS MASS (VGM)**, of a packed container to the carrier and the terminal operator. The container cannot be loaded on board the vessel until the carrier and terminal operator have the VGM. In addition, the carrier must have the information far enough in advance to complete the vessel stow plan.
- 2) **CURRENT STATUS:** The Ocean Carrier Equipment Management Association (“OCEMA”) has amended its [Recommended Best Practice for the Acceptance and Transmission of Verified Gross Mass](#) (VGM) to include a Terminal Weighing Approach (TWA). The TWA contemplates that marine terminals will provide gross container weights directly to ocean carrier stowage planners as VGM on behalf of shippers.
- 3) **WHAT THIS MEANS:** According to Attorney David P. Street of GKG Law P.C. (<http://www.gkglaw.com/>) the vessel operators have finally agreed that the existing practice, whereby the marine terminals weigh containers prior to loading, is sufficient compliance for purposes of the VGM rule, and the carriers have largely indicated they will accept the weight provided by the terminals in lieu of receiving anything from shippers or NVOCCs with respect to traffic moving to the terminals by truck.
 - a) With respect to rail piggyback traffic, where the containers are not weighed by the marine terminals, the carriers have agreed that they will provide tare weights of the containers to be added to the weights reported by the shippers and NVOCC’s, and that would again constitute sufficient compliance with the VGM amendment.
- 4) **MIQ AMENDED PROCEDURES:** MIQ will no longer require the Verified Gross Mass (VGM) Certification distributed earlier this month. We ask that our client shippers either (a) use the attached MIQ Shipper’s Letter of Instruction (SLI) or, should the client shipper prefer to use its own form(s), (b) sign and return the MIQ Amended Terms and Conditions acknowledging that (i) MIQ is entitled to rely on the accuracy of weights provided by the shipper and (ii) agreeing to indemnify and hold MIQ harmless from any and all claims, all claims, losses, penalties or other costs resulting from any incorrect or questionable statements of the weight provided on which MIQ or its agent relies.

MIQ will continue to monitor the situation very carefully on a carrier by carrier basis. Please contact your MIQ Account Representative with your questions and concerns.

ATTACHMENTS:

- AMENDED MIQ SHIPPER’S LETTER OF INSTRUCTION
- AMENDED MIQ TERMS AND CONDITIONS ACKNOWLEDGMENT AND ACCEPTANCE