


ICE FUTURES U.S.
World Financial Center
One North End Avenue
New York, New York 10282

C.F.T.C.
OFFICE OF THE SECRETARIAT
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BY ELECTRONIC TRANSMISSION

Submission No. 10-14
April 13, 2010

Mr. David Stawick
Secretary of the Commission
Office of the Secretariat
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, NW
Washington, DC 20581

Re: Amendments to Bylaw Section 7.3, Bylaw Annexes C and F and Rules 3.03, 3.08, 3.10, 3.13, 3.15 and 3.36 - Submission Pursuant to Section 5c(c)(1) of the Act and Regulation 40.6

Dear Mr. Stawick:

Pursuant to Section 5c(c)(1) of the Commodity Exchange Act, as amended, and Commission Regulation 40.6, ICE Futures U.S., Inc. ("Exchange") submits, by written certification, amendments to Bylaw Section 7.3, Bylaw Annexes C and F and Rules 3.03, 3.08, 3.10, 3.13, 3.15 and 3.36, attached as Exhibit A.

Core Principle 15 requires the Exchange to establish and enforce rules to minimize conflicts of interest in Exchange decision-making and to establish a process for resolving such conflicts of interest. Because the Core Principle is applicable to all decision-making, Exchange staff recently discussed with Commission staff whether the safe harbor applicable to decisions made by the Board or committees to which its authority was delegated (which requires 35 % of the members to be "public") would be applicable to the Exchange's trade committees. The question arose because the bylaws give each of the trade committees for the Exchange's Core Products¹ a veto power over the Board that prohibits the Board from adopting or amending a rule that alters the terms and conditions of the Exchange contract in the commodity over which the relevant trade committee has authority, unless the trade committee agrees with the change. The Commission staff was of the view that the safe harbor was not expressly applicable to the trade committees, because it was the Commission's intention to impose the public member composition requirement only on governing boards and executive committees. However, they

¹ Core Products are defined in Bylaw Annex D as "the following existing Commodity Contracts traded by the Exchange, as hereafter amended from time to time: Coffee "C", Cocoa, Cotton No. 2, Sugar No. 11, Frozen concentrated Orange Juice, NFC Orange Juice and Sugar No. 14."

were also of the view that the veto power held by the trade committees amounted to decision-making authority, and, therefore, Core Principle 15 was applicable to their decisions relating to the terms and conditions of Exchange contracts.² This meant that each time a trade committee considered a change to the terms and conditions of an existing contract, the Exchange would have to invoke procedures to ensure that the committee members making the decision were not conflicted. The Commission staff also opined that, if the trade committees did not have the veto power, Core Principle 15 would not be applicable to their decisions because, as an advisory committee, they could not bind the Exchange.

The Exchange considered various alternatives that would allow the trade committees to retain their veto power and, yet, be compliant with Core Principle 15, but none of the alternatives were deemed to be practical and viable. Hence, the Exchange determined that the trade committees should become advisory committees and no longer retain their veto power. Therefore, the applicable bylaws and rules have been amended to delete the veto power provisions of the Core Products' trade committees.

The Exchange certifies that the amendments comply with the requirements of the Commodity Exchange Act and the rules and regulations promulgated thereunder.

The amendments were adopted by the Exchange's Board of Directors at its meeting on March 17, 2010 and will go into effect on April 15, 2010. No substantive opposing views were expressed by members or others with respect to the amendments.

If you have any questions or need further information, please contact me at 212-748-4084 or jill.fassler@theice.com.

Sincerely,

Jill S. Fassler
Vice President
Associate General Counsel

cc: Division of Market Oversight
New York Regional Office

² The phrase "terms and conditions" includes the salient features of a contract, such as deliverable grade, delivery locations and delivery procedures.

EXHIBIT A

(In the text of the amendments below, additions are underlined and deletions are bracketed and lined out.)

BYLAWS

Section 7.3. The Corporation shall have certain Trade Committees (as defined in Annex C), the authority of, procedures governing and duration of which shall be as set forth in Annex C. No Trade Committee, or member thereof, in his or her capacity as such, shall have the authority to bind the Corporation. Each Trade Committee shall have only such authority as is expressly granted to such Trade Committee by these Bylaws or by the Board of Directors. The Trade Committees shall not be deemed to be committees of the Board of Directors. ~~[No term or condition of any Commodity Contract involving a Core Product may be adopted, altered, repealed or amended without the approval of a majority of the members of the applicable Trade Committee.]~~

ANNEX C

Section 4. Scope of Authority.

Each Trade Committee shall have and may exercise only the power or authority of ~~[approving or rejecting]~~ recommending to the Board any modifications to the contractual terms and conditions and advising the Board with respect to such terms and conditions of any Core Product over which such Trade Committee has authority ~~[(and no such changes may be made without the Trade Committee's approval)]~~. For the avoidance of doubt, except as expressly set forth in this Section 4, Annex B to the Bylaws, and Section 16 of the Bylaws, no Trade Committee shall have the power or authority to prevent the implementation of a decision by the Board of Directors with respect to, or make or reject, any proposed changes with respect to any other Commodity Contract or other operations of the Exchange.

ANNEX F

The amendment or repeal of the following shall constitute "Core Rights" as such term is used in the Bylaws of the Corporation:

* * *

II. Bylaws and Annexes

The provisions of the Bylaws and Annexes to the Bylaws pertaining to the composition of the Board of Directors, the NYBOT Designees, NYBOT Memberships, NYBOT Member Firms, and NYBOT Trading Permits, the limitations on electronic trading of Core Products, for so long as open-outcry trading is required under the Bylaws, maintaining a disaster recovery site for open-outcry trading under Annex B and dedicating financial and technical resources to support and maintain open-outcry trading as set forth in Annex B, the Transaction fees and discounts set out in paragraphs (b) and (c) of Section 4 of Annex A to the Bylaws and in Section 4 of Annex B to the Bylaws, eligibility to be a Clearing Member~~],~~ and Trade Committee composition ~~[and Trade Committee control over the terms and conditions of the Core Products within their jurisdiction].~~

RULES

Rule 3.03. Board of Citrus Advisors

* * *

(b) The Committee shall have and may exercise only the power or authority of [~~approving or rejecting~~] recommending to the Board any modifications to the contractual terms and conditions and advising the Board with respect[ing] to FCOJ Futures and Options Contracts and NFC Futures and Options Contracts. [~~Any such modifications may be implemented only if approved by the Committee by a majority vote of the members present at a meeting at which a quorum is present.~~]

(e) [~~Except as expressly set forth in Section 16 of the Bylaws, Annex B to the Bylaws or Annex C to the Bylaws, the Committee shall not have the power or authority to prevent the implementation of a decision by the Board with respect to, or make or reject, any proposed changes with respect to the trading of FCOJ Futures and Options Contracts and/or NFC Futures and Options Contracts by open outcry versus electronic trading, or with respect to any other Commodity Contract or other operations of the Exchange. In the event that the Exchange is trading FCOJ Futures and Options Contracts and/or NFC Futures and Options Contracts both by open outcry and electronically, the Committee shall take all action reasonably necessary to ensure the terms of both the open outcry and electronically traded versions are consistent with each other and fungible.~~]

Rule 3.08. Cocoa Committee

* * *

(b) The Committee shall have and may exercise only the power or authority of [~~approving or rejecting~~] recommending to the Board any modifications to the contractual terms and conditions and advising the Board with respect[ing] to Cocoa Futures and Options Contracts. [~~Any such modifications may be implemented only if approved by the Committee by a majority vote of the members present at a meeting at which a quorum is present.~~]

(e) [~~Except as expressly set forth in Section 16 of the Bylaws, Annex B to the Bylaws or Annex C to the Bylaws, the Committee shall not have the power or authority to prevent the implementation of a decision by the Board with respect to, or make or reject, any proposed changes with respect to the trading of Cocoa Futures and Options Contracts by open outcry versus electronic trading, or with respect to any other Commodity Contract or other operations of the Exchange. In the event that the Exchange is trading Cocoa Futures and Options Contracts both by open outcry and electronically, the Committee shall take all action reasonably necessary to ensure the terms of both the open outcry and electronically traded versions are consistent with each other and fungible.~~]

Rule 3.10. Coffee Committee

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(b) The Committee shall have and may exercise only the power or authority of [~~approving or rejecting~~] recommending to the Board any modifications to the contractual terms and conditions and advising the Board with respect[ing] to Coffee Futures and Options Contracts. [~~Any such modifications may be implemented only if approved by the Committee by a majority vote of the members present at a meeting at which a quorum is present.~~]

(e) [~~Except as expressly set forth in Section 16 of the Bylaws, Annex B to the Bylaws or Annex C to the Bylaws, the Committee shall not have the power or authority to prevent the implementation of a decision by the Board with respect to, or make or reject, any proposed changes with respect to the trading of Coffee Futures and Options Contracts by open outcry versus electronic trading, or with respect to any other Commodity Contract or other operations of the Exchange. In the event that the Exchange is trading~~]

Coffee Futures and Options Contracts both by open outcry and electronically, the Committee shall take all action reasonably necessary to ensure the terms of both the open outcry and electronically traded versions are consistent with each other and fungible.]

Rule 3.13. Cotton Committee

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(b) The Committee shall have and may exercise only the power or authority of [~~approving or rejecting~~] recommending to the Board any modifications to the contractual terms and conditions and advising the Board with respect[ing] to Cotton Futures and Options Contracts. [~~Any such modifications may be implemented only if approved by the Committee by a majority vote of the members present at a meeting at which a quorum is present.~~]

(c) [~~Except as expressly set forth in Section 16 of the Bylaws, Annex B to the Bylaws or Annex C to the Bylaws, the Committee shall not have the power or authority to prevent the implementation of a decision by the Board with respect to, or make or reject, any proposed changes with respect to the trading of Cotton Futures and Options Contracts by open outcry versus electronic trading, or with respect to any other Commodity Contract or other operations of the Exchange. In the event that the Exchange is trading Cotton Futures and Options Contracts both by open outcry and electronically, the Committee shall take all action reasonably necessary to ensure the terms of both the open outcry and electronically traded versions are consistent with each other and fungible.]~~]

Rule 3.15. Domestic Sugar Committee

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(b) The Committee shall have and may exercise only the power or authority of [~~approving or rejecting~~] recommending to the Board any modifications to the contractual terms and conditions and advising the Board with respect[ing] to Sugar No. 16 Futures and Options Contracts. [~~Any such modifications may be implemented only if approved by the Committee by a majority vote of the members present at a meeting at which a quorum is present.~~]

(c) [~~Except as expressly set forth in Section 16 of the Bylaws, Annex B to the Bylaws or Annex C to the Bylaws, the Committee shall not have the power or authority to prevent the implementation of a decision by the Board with respect to, or make or reject, any proposed changes with respect to the trading of Sugar No. 16 Futures and Options Contracts by open outcry versus electronic trading, or with respect to any other Commodity Contract or other operations of the Exchange.]~~]

Rule 3.36. World Sugar Committee

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(b) The Committee shall have and may exercise only the power or authority of [~~approving or rejecting~~] recommending to the Board any modifications to the contractual terms and conditions and advising the Board with respect[ing] to World Sugar Futures and Options Contracts. [~~Any such modifications may be implemented only if approved by the Committee by a majority vote of the members present at a meeting at which a quorum is present.~~]

(c) [~~Except as expressly set forth in Section 16 of the Bylaws, Annex B to the Bylaws or Annex C to the Bylaws, the Committee shall not have the power or authority to prevent the implementation of a decision by the Board with respect to, or make or reject, any proposed changes with respect to the trading of World~~]

~~Sugar Futures and Options Contracts by open outcry versus electronic trading, or with respect to any other Commodity Contract or other operations of the Exchange. In the event that the Exchange is trading World Sugar Futures and Options Contracts both by open outcry and electronically, the Committee shall take all action reasonably necessary to ensure the terms of both the open outcry and electronically traded versions are consistent with each other and fungible.]~~
