REVISED TITLE PAGE

THE CRUISE LINES INTERNATIONAL ASSOCIATION AGREEMENT

FEDERAL MARITIME COMMISSION AGREEMENT NUMBER 10071-33

ORIGINAL EFFECTIVE DATE: JULY 7, 1975

RECEIVED
2006 DEC 13 PM 12:45
FED MARITIME COMM
BUR OF ECON & AGMT ANAL

TABLE OF CONTENTS

		Page
ARTICLE 1 -	FULL NAME OF THE AGREEMENT	2
ARTICLE 2 -	PURPOSE OF THE AGREEMENT	2
ARTICLE 3 -	PARTIES TO THE AGREEMENT	2
ARTICLE 4 -	GEOGRAPHIC SCOPE OF THE AGREEMENT	5
ARTICLE 5 -	AGREEMENT AUTHORITY	5
ARTICLE 6 -	OFFICIALS OF AGREEMENT AND DELEGATION OF AUTHORITY	8
ARTICLE 7 -	MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION	8
ARTICLE 8 -	VOTING AND AMENDMENTS	10
ARTICLE 9 -	DURATION AND TERMINATION OF THE AGREEMENT	10
ARTICLE 10 -	DISPUTE RESOLUTION	10
APPENDIX A -	TERMS AND PROVISIONS REGARDING AFFILIATED SELLERS OF TRAVEL	A-1
-	STATEMENT OF POLICY AND PROCEDURE	A-5
-	APPLICATION	A-7
APPENDIX B -	ORGANIZATION AND FUNDING	B-1

SIGNATURE PAGE

ARTICLE 1 - FULL NAME OF THE AGREEMENT

The full name of this agreement (the "**Agreement**") shall be the "**Cruise Lines International Association, Inc. Agreement.**"

ARTICLE 2 - PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to continue an association which will act pursuant to the authority granted to the Members (as defined in Article 7 herein) to this Agreement under Articles 5 and 9 of this Agreement.

ARTICLE 3 - PARTIES TO THE AGREEMENT

The parties to this Agreement are the Members and certain Associate Members (as defined in Article 7 herein) all of which are listed below:

AMERICAN CRUISE LINES, INC.
1 Marine Park
Haddam, CT 06438

CARNIVAL CRUISE LINES
3655 NW 87th Avenue
Miami, FL 33178

CELEBRITY CRUISES, INC.
1050 Caribbean Way
Miami, FL 33132

COSTA CRUISE LINES
World Trade Center Building
80 SW 8th Street
Miami, FL 33130-3097

CRYSTAL CRUISES
2049 Century Park East, Suite 1400
Los Angeles, CA 90067

CUNARD LINE
6100 Blue Lagoon Drive, Suite 400
Miami, FL 33126

DISNEY CRUISE LINE
210 Celebration Place, Suite 400
Celebration, FL 34747-4600

HOLLAND AMERICA LINE
300 Elliott Avenue West
Seattle, WA 98119

MSC CRUISES
6750 North Andrews Avenue
Fort Lauderdale, FL 33309

NCL AMERICA
7665 Corporate Center Drive
Miami, FL 33126

NORWEGIAN COASTAL VOYAGE, INC./
BERGEN LINE SERVICES
405 Park Avenue
New York, NY 10022

NORWEGIAN CRUISE LINE
7665 Corporate Center Drive
Miami, FL 33126-1201

OCEANIA CRUISES
8300 NW 33rd Street
Miami, FL 33122

ORIENT LINES
1510 SE 17th Street, Suite 400
Fort Lauderdale, FL 33316

PRINCESS CRUISES
10100 Santa Monica Boulevard, Suite 1800
Los Angeles, CA 90067

REGENT SEVEN SEAS CRUISES
1000 Corporate Drive, Suite 500
Fort Lauderdale, FL 33334

ROYAL CARIBBEAN INTERNATIONAL
1050 Caribbean Way
Miami, FL 33132

SEABOURN CRUISE LINE
6100 Blue Lagoon Drive, Suite 400
Miami, FL 33126

SEADREAM YACHT CLUB
2601 South Bayshore Drive
Penthouse 1B
Miami, Florida 33133

SILVERSEA CRUISES, LTD.
110 E. Broward Boulevard
Fort Lauderdale, FL 33301

WINDSTAR CRUISES
300 Elliott Avenue West
Seattle, WA 98119

Cruise Lines International Association, Inc. Revised

ARTICLE 4 - GEOGRAPHIC SCOPE OF THE AGREEMENT

Cruise Lines International Association, Inc. ("**CLIA**") defines its scope by reference to the market served rather than the geographical location of the voyages concerned. Any voyage in respect of which a marketing effort is made in North America falls within CLIA's scope. It is understood that effectiveness and/or approval of this Agreement by the Federal Maritime Commission (the "**FMC**") pursuant to the Shipping Act, 1984, and the Shipping Act, 1916, extends only to activities in connection with voyages on which passengers embark or disembark at a United States port.[1]

ARTICLE 5 - AGREEMENT AUTHORITY

The parties to this Agreement agree:

A. CLIA will --

(1) Provide a forum where companies engaged in the worldwide operation and marketing of the cruise and passenger liner industry in North America can meet and discuss matters of common interest and develop and agree on activities aimed at promoting safe and secure cruise ship operations and marketing the concept of shipboard holidays;

(2) Represent the Members' views in dealings with conferences, associations and/or agencies of the United States, local or foreign governments, including international organizations, U.S. federal, state and local legislative bodies, executive and regulatory agencies and departments, licensing and taxing authorities, ports and terminals authorities in matters relating to marketing, sales and operation of passenger liner or cruise vessels, passenger cruises and their operators, including commercial, safety, health, environmental, security and other national or international policy issues;

(3) Represent the Members in dealing with international regulatory organizations, including regulatory bodies existing pursuant to and interpreting and enforcing multinational conventions, treaties and other instruments;

(4) Represent the Members in dealing with non-governmental organizations, business corporations and private industry concerns, trade associations and other similar entities in matters relating to the marketing and operation of cruises, operation of cruise vessels and associated activities;

---

[1] The terms of this Agreement and the filing of it with the Federal Maritime Commission ("**FMC**") do not and are not intended to bring within the scope of the Shipping Act of 1984, as amended (including the antitrust exemption conferred by the Act), or the jurisdiction of the FMC, any activities hereunder relating to the carriage of passengers in the U.S. domestic trades or to service wholly between foreign ports or points or parties that are not subject to the jurisdiction of the FMC.

(5) Represent the Members in dealing with the media, including proactive industry image programs and response to current issues and events;

(6) Assist the Members in formulating policy positions on the foregoing matters; and

(7) Represent the Members in matters relating to financial responsibility coverage and education of Affiliated Sellers of Travel (as defined in Appendix A attached hereto).

B. Membership in any other association shall not preclude membership in CLIA. However, CLIA may provide for consultation and cooperation with other conferences, organizations or associations, and will utilize its best efforts to provide Travel Sellers and interested travel agent associations with reasonable opportunities for dialogue and presentation of views, always reserving freedom of action. The areas of promotion and/or marketing which CLIA may implement either on its own or in cooperation with other associations shall include:

(1) Travel seller training;

(2) Public relations;

(3) Advertising;

(4) Market research;

(5) Legislative and regulatory policies; and

(6) Cruise market expansion promotional ventures.

However, participation in any such programs shall not limit the right of any Member to take independent action.

C. The Parties may discuss with each other matters, other than specific rate activities, beyond the authority of this Agreement and within the ambit of the United States Shipping Act, 1984, and/or the Shipping Act, 1916, with a view to filing modifications to this Agreement with the FMC. No such modifications will be implemented prior to effectiveness and/or approval under the Shipping Act, 1984, and the Shipping Act, 1916.

D. The Members shall notify CLIA of the default of any Affiliated Seller of Travel (as defined in Appendix A) or the employment by any travel agency of any ex-agent, ex-officer or ex-clerk of any Travel Seller previously terminated under the provisions of this Agreement.

E. CLIA's organization will be as shown in Appendix B. The Members have formed a District of Columbia not-for-profit corporation named "**Cruise Lines International Association, Inc.**" All acts and activities of the Members authorized and governed by this

Agreement shall be conducted within CLIA through the actions of its board of directors (the "**Board of Directors**"), in addition to other committees and officers appointed in accordance with the provisions of this Agreement and the corporation's by-laws (the "**By-Laws**"), a copy of which is attached to this Agreement.

F. Meetings of representatives of the travel trade industry (each an "**Inter-Association Meeting**") may be convened from time-to-time for the purpose of discussing matters covered by CLIA's charter which are of mutual importance to CLIA and Travel Sellers. CLIA's president (the "**President**") shall notice any such meetings to all Members and Associate Members and serve as Secretary under the direction of the CLIA's chairman (the "**Chairman**"). The Chairman shall chair Inter-Association Meetings.

Inter-Association Meetings shall be attended by CLIA's executive committee (the "**Executive Committee**") and by a representative of any other such Members that may wish to attend. In addition, the following organizations shall each be invited to send one (1) representative to every Inter-Association Meeting:

(1) American Society of Travel Agents;
(2) Association of Retail Travel Agents;
(3) American Automobile Association;
(4) Alliance of Canadian Travel Associations; and
(5) National Association of Cruise Only Agencies.

G. CLIA may agree from time-to-time to establish cruise industry promotional, educational and Travel Seller (as defined in Appendix A) training programs, including FAM trip programs offered on such terms as individual Members desire, and may allow Affiliated Sellers of Travel listed in CLIA's Master List of Travel Sellers (as defined in Appendix A attached hereto and made a part hereof) to participate in such programs at reduced rates.

H. This Agreement shall apply in respect of the relationship between the Members and Affiliated Sellers of Travel in the United States and Canada, as set out in Appendix A.

I. Members and Associate Members may utilize CLIA's seal, trademarks, intellectual property and other marketing, promotional or educational materials and information only in connection with the marketing and promotion of cruises of Members, and for no other purpose. Members and Associate Members may not sublicense, assign or provide such seal, trademarks or intellectual property, materials or information to any third parties, including affiliates or associates, without CLIA's written authorization. CLIA's seal, trademarks, intellectual property, materials and information may not be utilized to market or promote non-cruise products or services, including related travel industry products or services provided by Members, or their affiliates and associates. CLIA may establish and modify rules applicable to Members', Associate Members', and Affiliated Sellers of Travel's use of CLIA's seal, trademarks, intellectual property, materials and information.

ARTICLE 6 - OFFICIALS OF AGREEMENT AND DELEGATION OF AUTHORITY

The Members shall authorize individuals to file amendments to this Agreement or any other papers or documents related to this Agreement. At present, and until revoked, the Members authorize the President to file on their behalf amendments to this Agreement or any papers or documents related to this Agreement.

ARTICLE 7 - MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION

CLIA's membership shall include the Members and certain associate members (the "**Associate Members**"). Members shall be those companies meeting the member eligibility criteria in Paragraph (A)(1) of this Article 7 below. Associate Members shall be those other entities or persons admitted pursuant to Paragraph (A)(2) below as Associate Members. The terms "**Member**" or "**Members**" by themselves refer only to those Members meeting the eligibility criteria under Paragraph (A)(1) and are not inclusive of Associate Members. Only Members and those Associate Members that are ocean common carriers, marine terminal operators or other persons subject to the Shipping Act of 1984 shall be parties to this Agreement.

A. Eligibility. Any company (as defined below) is eligible to be a Member, provided it (1) is engaged in passenger liner or cruise ship marketing, within the scope defined in Article 4 hereof, on behalf of a company which operates or demonstrates an intention in good faith to operate, within twelve (12) months of application, one (1) or more cruise vessels carrying passengers on cruises of at least three (3) days' duration, which vessels (a) are at least 2,500 gross registered tons or equivalent British Registered Tons, whichever is larger, and have a capacity of at least 100 passengers per voyage, or (b) have a capacity of at least 80 passengers per voyage, are at least 150 feet overall length, and have a fleet capacity of at least 5,000 passengers per year; (2) generates (or is projected to generate) a minimum of twenty percent (20%) of its corporate cruise revenue from North American sales; (3) maintains an office location and company representative in North America; (4) publishes its cruise brochure/sales materials in English with price statements in United States or Canadian dollars; and (5) meets the conditions stated below in this Article 7.

"Member" as used herein refers to a specific trade name under which a passenger line or cruise ship (or ships) is operated and marketed. If the same entity, or a parent, subsidiary, affiliate, branch or division thereof, operates and markets such ships under more than one (1) trade name, each such trade name operation must meet the qualifications for Membership. Those so qualifying will be granted separate Memberships.

No application to become a Member shall be refused except for Just Cause and any such refusal shall be immediately reported to the FMC with the reasons therefor. "**Just Cause**" shall include illegal activity, other wrongful or tortious conduct, or activities, policies, affiliations or associations on the part of any applicant for membership which are harmful to the

cruise industry or the relationships between Members and Affiliated Sellers of Travel or prospective passengers.

(2) By appointment of the President, upon written notice to the Members and Associate Members, CLIA may admit as Associate Members any business entity, nonprofit, or non-stock organization or governmental or non-governmental entity that does not qualify as a Member, provided that any Associate Member that is an ocean common carrier or marine terminal operator shall become a party upon acceptance as an association.

B. Admission and Fees. New applicants for Membership which meet the foregoing qualifications will be accepted in CLIA and become Members upon signing a counterpart of this Agreement, providing certification of eligibility for membership, including evidence of the existence of a passenger vessel and ownership or operating rights to such vessel, and of the existence of a performance bond, and upon satisfying the financial obligations, as set forth from time-to-time in the Members Fee Schedule adopted by the Members. Associate Members shall meet financial obligations as set forth in CLIA Members Fee Schedule established from time-to-time by the President.

C. Expulsion and Withdrawal.

(1) No Member can be expelled except for failure to abide by the terms and conditions of Membership in CLIA, or for Just Cause as defined in this Article.

(2) Upon recommendation by the Board of Directors, a Member may be expelled by majority vote at any duly convened Membership meeting for such failure or Just Cause, provided that thirty (30) days advance written notice shall have been given to such Member setting forth the intention to propose expulsion, the reasons therefor, and the right to appear and be heard at the meeting at which such expulsion shall be proposed. Any Member shall be free to act independently as to remuneration, choice, and commercial or other relationship with Travel Sellers, including those not on the Master List of Travel Sellers, without affecting full membership rights under this Agreement.

(3) Notwithstanding the provisions of Article 7(C)(2) on expulsion upon membership vote, a Member shall be expelled automatically in the event that membership dues are not paid in a timely manner, as set forth in the Members Fee Schedule.

(4) Any Member or Associate Member may withdraw from CLIA by notifying CLIA of its intent to do so in writing. Withdrawal shall be deemed effective thirty (30) days from CLIA's receipt of such notice of withdrawal.

(5) The President may remove any Associate Member from CLIA at his or her sole discretion, without cause, upon written notice to the Members and Associate Members.

D. Effect of Withdrawal or Expulsion. A Member withdrawing or being expelled shall not be entitled to the refund or cancellation of any part of (1) the operation and

maintenance expenses payment obligation which has been apportioned and agreed to by such Member prior to notice of withdrawal or expulsion; or (2) its share of additional funding which has been assessed, regardless of whether the additional funding has been spent. An Associate Member withdrawing or being expelled shall not be entitled to a refund of fees unless granted a refund by the President in his or her sole discretion. A Member or Associate Member that withdraws or is expelled shall cease to be a party to this Agreement.

E. Readmission. Any Member which voluntarily withdraws may qualify for readmission under this Article, and, if its readmission occurs during the calendar year of its voluntary withdrawal, a second annual assessment shall not apply. An expelled Member may qualify for readmission by correction or elimination, as appropriate, of whatever cause or condition resulted in expulsion, and/or by payment of any liquidated damages that may have been assessed, and by reapplication in accordance with this Article 7.

ARTICLE 8 - VOTING AND AMENDMENTS

A. The various voting requirements are set out in Appendix B.

B. This Agreement may be amended by agreement of at least fifty-one percent (51%) of the total number of Members. No such amendment shall become effective unless and until becoming effective and/or approved by the Federal Maritime Commission under the Shipping Act, 1984, and the Shipping Act, 1916.

ARTICLE 9 - DURATION AND TERMINATION OF THE AGREEMENT

A. Duration. This Agreement has been in effect since July 7, 1975. The Agreement shall continue in effect indefinitely unless terminated by the Members pursuant to the terms of this Agreement.

B. Termination. This Agreement may be terminated at any time by mutual agreement of the Members.

ARTICLE 10 – DISPUTE RESOLUTION

Any controversy or claim between CLIA and a Member or Associate Member arising out of or relating to the Member's or Associate Member's membership in CLIA, whether arising during or after the Member's or Associate Member's membership in the organization, which is not resolved within ten (10) business days following delivery of CLIA's or the Member's or Associate Member's written notice of intent to arbitrate, shall be determined in arbitration in accordance with the International Arbitration Rules of the American Arbitration Association ("**AAA**") before a single impartial arbitrator selected by CLIA from a list of ten (10) nominees proposed by the AAA from its roster of arbitrators for international arbitrations. The place of arbitration shall be New York, New York. The language of the arbitration shall be

English. If at any time there are pending two (2) or more arbitrations under this Article 10 that involve any common parties or issues, the arbitrator in the arbitration first commenced may order any of such arbitrations to be consolidated in whole or in part before him or her as sole arbitrator, if and to the extent the arbitrator deems such consolidation likely to promote fairness and efficiency. Following appointment of the arbitrator, each party shall submit its brief and supporting documents or exhibits to the arbitrator and other party within twenty (20) business days, and each party shall have ten (10) business days to serve any reply brief with documents and exhibits. The arbitrator may convene a hearing not to exceed one (1) day in duration, and shall issue a final decision and award within thirty (30) business days following service of the reply briefs. The arbitrator shall award the prevailing party its costs and expenses of the arbitration, including reasonable attorneys' fees. The award shall be final and binding on the parties. The prevailing party may apply to a court of competent jurisdiction for an order to enforce its award. However, in the event that equitable or injunctive relief is an appropriate remedy, notwithstanding this provision, either party shall be entitled to apply to a court of competent jurisdiction for the purpose of obtaining equitable or injunctive relief on any matter.

APPENDIX A

TERMS AND PROVISIONS REGARDING AFFILIATED SELLERS OF TRAVEL

Travel Sellers which comply with the terms and provisions set forth in this Appendix A may become "**Affiliated Sellers of Travel**" and be included on CLIA's master list of Travel Sellers (the "**Master List of Travel Sellers**"). Affiliated Sellers of Travel are not CLIA members, but shall have the rights and responsibilities set forth in this Appendix A and in rules applicable to Affiliated Sellers of Travel which CLIA may adopt and modify from time-to-time.

1. DEFINITION. For purposes of this Agreement, a "**Travel Seller**" is defined as any person, entity or department of an entity that is engaged in the business of selling travel or travel related services. As used in this Agreement and Appendix A and the attached Statement of Policy and Procedure, the term "Travel Seller" includes any and all Travel Sellers, whether or not included on CLIA's Master List of Travel Sellers, and "Affiliated Seller of Travel" includes only those Travel Sellers that are included on CLIA's Master List of Travel Sellers.

2. TRAVEL SELLER FEES. An application fee of U.S. $80.00 and an annual fee (the "**Annual Travel Seller Fee**") of U.S. $299.00, the levels of which CLIA may change from time-to-time, shall be collected for each location at the time of application. Affiliated Sellers of Travel notified of listing during the first nine (9) months of any fiscal year shall pay the full annual fee; Affiliated Sellers of Travel notified during the last three (3) months of any fiscal year shall pay the full annual fee which shall be credited for the full ensuing fiscal year. Affiliated Sellers of Travel Fees (non-refundable) shall be collected for each location on or before the commencement of each fiscal year and CLIA shall thereafter promptly give notice to any Affiliated Seller of Travel from whom it has not received an Annual Travel Seller Fee. Such notice shall include a final notice for payment, and failure to remit within the time specified will subject the Affiliated Seller of Travel concerned to automatic termination without further notice. Reinstatement can be effected, as of the date of postmark of the delinquent payment, by mailing to CLIA the amount of such payment, plus a sum equal to one-half (1/2) the Annual Travel Seller Fee; said sum being acknowledged by CLIA and by the involved Affiliated Seller of Travel as constituting liquidated damages (and not a penalty) for such delinquency to be applied because the amount of actual damages would be difficult, if not impossible, to ascertain.

3. CONSIDERATION OF APPLICATION. An applicant for listing shall submit a completed application, in a form prescribed by CLIA, and tender payment of the application fee and the Annual Travel Seller Fee. When an applicant has complied with the conditions set forth herein, its name shall be placed on the Master List of Travel Sellers and it shall be promptly notified of that action. In the event an application is denied, notice shall be given containing the reasons for such denial.

4. PLAN FOR SECURING PERFORMANCE OF AFFILIATED SELLERS OF TRAVEL. CLIA will arrange coverage to secure the performance by Affiliated Sellers of Travel of their obligations to Members by either engaging a bonding company or establishing a Security Fund under the direction of an Administrator. CLIA may change such plan from time-to-time. Proof of claims against an Affiliated Travel Seller shall be filed in accordance with such instructions as are issued by CLIA from time-to-time. Such claims shall be for the net amount of sales. Any remuneration due to the Affiliated Seller of Travel after a default situation shall revert to the Administrator paying the claim as salvage.

5. CONDITIONS FOR TRAVEL SELLER AFFILIATION. The conditions governing the relationship between Affiliated Sellers of Travel and Members and Associate Members are set forth in CLIA's new member kit and, upon request, are available for an applicant's advance review. These conditions are as follows:

(a) ACCOUNTABILITY - You are responsible to account for proprietary documents of Members and to maintain records relating to Members' transactions. Such accounting and records will be available for review by the Member concerned during normal business hours.

(b) TICKETING, REMITTANCES, AND REMUNERATION - In accordance with each Member's policies.

(c) PROMOTION - You may display the CLIA seal on your promotional pieces related to the development of the business of the Members and are encouraged to do so. Of course, such promotional pieces should conform to truth and good taste. You are responsible for the accuracy of your promotional pieces and for compliance with applicable governmental requirements. CLIA will make every attempt to assist you when and where possible. The CLIA seal, trademarks, intellectual property and marketing, promotional or educational materials and information created or developed by CLIA may be used only in connection with the marketing and promotion of Members' cruises, and for no other purpose, including marketing or promotion of any other cruises or non-cruise products or services. Affiliated Sellers of Travel may not sublicense, assign or provide such seal, trademarks, intellectual property, materials or information to any third parties, including affiliates or associates, without CLIA's written authorization.

(d) CHANGES AFFECTING THE STATUS OF TRAVEL SELLERS - In order to assist us in the accurate maintenance of our records, promptly advise us of any changes which alter the data you have provided in your application. If a change of ownership occurs, the new owner must meet the requirements for Affiliated Seller of Travel listing. A change affecting ownership may require payment of a new Annual Travel Seller Fee, as set forth in the Statement of Policy and Procedure on file and available for review at CLIA's principal office and each Member's office. We will advise you further of those instances as they may become applicable to you.

(e) TERMINATION OF YOUR AFFILIATION - Whenever requested by you, your status as an Affiliated Seller of Travel can be terminated. To insure a request for termination is accurately transmitted, please notify us in writing. Unfortunately, your Annual Travel Seller Fee cannot be refunded. In addition, any of the following circumstances may, at CLIA's sole discretion, result in an involuntary termination of affiliation without refund of your Annual Travel Seller Fee: (1) bankruptcy; (2) insolvency; (3) failure to effect timely payments to the Member and/or timely refunds to your clients; (4) absconding; (5) the mishandling of funds or proprietary documents exchanged through you, which funds or proprietary documents you agree to hold in trust; (6) a breach of any Affiliated Seller of Travel condition; (7) misappropriation or conversion of client funds; (8) misrepresentation, misappropriation or misuse of CLIA's name, seal, trademarks, or any CLIA materials provided to you for the purpose of promoting its Member; or (9) any illegal activity, other wrongful or tortious conduct, or activities, policies, affiliations or associations which are harmful to the cruise industry or relationships between Members and Travel Sellers or prospective passengers. Failure to pay the Annual Travel Seller Fee in a timely manner will result in automatic termination of your affiliation.

(f) YOUR RIGHTS - Should an event occur which presents grounds for involuntary termination, you will be notified and given the opportunity to address the allegations prior to a declaration of involuntary termination. In the event that your affiliation is actually involuntarily terminated, you will again be notified and given the opportunity to receive a review and a reinstatement. The procedures for notice, review, and reinstatement are contained in the Statement of Policy and Procedure on file and available for review at CLIA's principal office and at the offices of each Member.

(g) OUR RIGHTS - In the unlikely event that your affiliation should be involuntarily terminated as provided above, you agree to hold CLIA and any of its Members and Associate Members and their respective officers and employees harmless for any loss, injury or damage related to a declaration of involuntary termination. You further agree to indemnify CLIA and any of its Members or Associate Members for any losses they may sustain as a result of the loss of documents or funds for which you have responsibility. Additionally, no claim for loss, injury or damage shall be made against CLIA or its Members regarding any good faith communication made in connection with the processing of an application for affiliation. The rights of CLIA and its Members or Associate Members which will affect your dealings with them as an Affiliated Seller of Travel are contained in the Statement of Policy and Procedure on file and available for review at CLIA's principal office and at the offices of each Member.

(h) NON-AFFILIATED TRAVEL SELLERS - As part of the democratic process as it may relate to restraint of trade, we both agree that we cannot debar Travel Sellers which choose not to subscribe to these conditions and Members and Associate Members from doing business with one another on any terms to which they may agree.

(i) DISPUTES – Any controversy or claim between CLIA and an Affiliated Seller of Travel on the Master List, whether arising during or after the Affiliated Seller of Travel's inclusion on the master list, other than a matter submitted for Review pursuant to

Sections B.3, B.4, B.5 and B.6 of the Statement of Policy and Procedure set forth in this Appendix A, shall be resolved by arbitration in the manner set forth in Article 10 of the Agreement.

RECEIVED
2000 DEC 15 PM 4:50
FED MARITIME COMM
BUR OF FOOD & AGRI ANAL

STATEMENT OF POLICY AND PROCEDURE

(To be maintained at CLIA's principal office and at Members' offices; available to applicants and to Affiliated Sellers of Travel on the Master List of Travel Sellers upon request.)

A. TRAVEL SELLER FEES.

An Annual Travel Seller Fee of U.S. $299.00, the levels of which CLIA may change from time-to-time, shall be collected for each location on or before the commencement of each fiscal year. When CLIA is notified of a change in the form of ownership or in control, or the ability to control management of the Affiliated Seller of Travel, a new Annual Travel Seller Fee will be collected from the new owners for each Affiliated Seller of Travel location affected.

B. RIGHTS OF AFFILIATED TRAVEL SELLERS.

1. INVOLUNTARY TERMINATION OF AFFILIATION: NOTICE AND OPPORTUNITY TO BE HEARD. Should CLIA determine that an event has occurred which gives rise to grounds for an involuntary termination of affiliation, the Affiliated Seller of Travel shall be notified of such grounds and shall be granted a reasonable opportunity to dispute the grounds for involuntary termination. Should CLIA thereafter determine that involuntary termination is warranted, the Members and the Affiliated Seller of Travel shall simultaneously be notified that affiliation has been terminated, stating the reasons therefor. Notice shall be given by certified mail, return receipt requested.

2. EFFECT OF INVOLUNTARY TERMINATION OF AFFILIATION. The involuntary termination of an Affiliated Seller of Travel affiliation for any of the causes listed in condition (e) to the Conditions for Travel Seller Affiliation shall be deemed sufficient cause for cancellation and removal of the Affiliated Seller of Travel's name from the Master List of Travel Sellers.

3. OPPORTUNITY FOR REVIEW. The Affiliated Seller of Travel will be given the opportunity for review of the grounds giving rise to involuntary termination of affiliation. The Affiliated Seller of Travel must exercise such right within fifteen (15) days from the date of CLIA's certified mail notice.

4. REVIEW. It is envisioned that in most instances resolution of the alleged violation will be obtained via an exchange of dialogue and pertinent exhibits between the Affiliated Seller of Travel and CLIA and/or the Member(s) concerned. However, should there be disputed issues of fact or law, the Affiliated Seller of Travel may request that the matter be referred to a more formal review board (the "**Review Board**").

5. REVIEW BOARD. The Review Board shall consist of one (1) representative chosen by the Affiliated Seller of Travel, one (1) representative designated by CLIA, and a third mutually acceptable party. If mutual acceptance cannot be obtained, the third party shall be designated by the American Arbitration Association.

6. DECISION. The decision of the CLIA Review Board shall be final.

7. REINSTATEMENT. If, as a result of the dialogue between the Affiliated Seller of Travel and CLIA and/or the Member(s) referred to above, the Affiliated Seller of Travel settles all claims in full, reinstatement shall be automatic. If the matter is referred to a Review Board, reinstatement shall be in accordance with the decision reached by the Review Board.

C. THE RIGHTS OF CLIA AND ITS MEMBERS AND ASSOCIATE MEMBERS.

1. RELIEF FROM RECOURSE. CLIA shall not be responsible for any losses caused to the Affiliated Seller of Travel due to any action taken by CLIA pursuant to any of the conditions for Travel Seller affiliation.

2. FAILURE TO ACT UPON ANY DEFAULT. Such failure shall not be deemed a waiver thereof by CLIA or the Member involved nor a general waiver of any such acts or omissions; nor shall such failure be deemed to operate as a relinquishment of rights against the Affiliated Seller of Travel in respect of any other acts or omissions by the Affiliated Seller of Travel.

3. RIGHTS SEVERAL, NOT JOINT. The powers, rights, privileges, immunities and duties of the Members and Associate Members are several and not joint.

(Attached is a sample of the Application)

CLIA 2007 AGENCY MEMBERSHIP RENEWAL INVOICE

*If your agency possesses a current and active ARC, ARC RSP, IATA, TSI, TIDS, TRUE or Travel Sellers ID number, then that number will be used as and recognized as the CLIA Member ID. If your agency surrenders said number over the course of your CLIA membership, a new CLIA ID will be issued by CLIA. If your agency receives said appointment over the course of your CLIA membership, your CLIA issued ID will be changed to that industry identifier. In all cases, your agency will receive written notification and a new certificate from CLIA at the time of a CLIA ID number change.

**All CLIA Member Agencies receive a FREE listing in the Cruise Expert Locator section of our website, *www.cruising.org*, which guides cruise prospects to a CLIA member in their area. Once you renew your membership for 2007, you will have the opportunity to complete the profile, which includes the information for your listing. Renew online AND complete your profile today.

CORRECTIONS TO INFO (LEFT)

IMPORTANT AGENCY INFORMATION! *Please Complete. (*Mandatory Information)* **PLEASE PRINT LEGIBLY**

IF THE AGENCY UPS ADDRESS DIFFERS FROM WHAT IS IMPRINTED ABOVE PLEASE UPDATE BELOW.
THIS IS WHERE YOUR MEMBERSHIP KIT WILL BE SHIPPED (WE CANNOT SHIP YOUR KIT TO A P.O. BOX.)

*Address
Address 2
*City
*State/Province
*Zip/Postal Code *Country

KEY CONTACT (YOUR CONTACT FOR ALL CLIA COMMUNICATION)

(Circle one)
Salutation Mr. Mrs. Ms. Title
*First Name
*Last Name
†Fax
E-Mail
Do you opt-in to receive relevant travel industry E-mail from CLIA and it's Member Cruise Lines Y N *(Circle one)*

AGENCY INFORMATION

†Agency E-mail

REMITTANCE INSTRUCTIONS

Renew online at: www.cruising.org/travelagents
Mail to:
CLIA Lock Box
General Post Office Box
P.O. Box 27816
New York, NY 10117-9878

AGENCY INFORMATION

- -
*Agency Telephone

- -
†Agency Fax

PAYMENT *Complete this application, include the proper payment and forward to Cruise Lines International Association.* **FAX**

Annual Dues.....$299.00 USD

Renew now to avoid membership expiration and reinstatement fees.

Method of payment ❑ Check enclosed (payable to CLIA, U.S. Currency)
❑ MasterCard ❑ Visa ❑ American Express

Credit Card Number *Exp. Date*

Cardholder Name **(Print Clearly)**

Cardholder Signature **(Signature Required)**

■ ***CLIA agency membership is based on a calendar year. This application affords membership through December 31, 2007.***

I hereby attest that all the information indicated above is true and accurate to the best of my knowledge. I further assure that in selling cruises I will comply with all applicable federal, state, local and municipal laws governing such activity.

CLIA-Member Applicant (Signature Required) **DATE**

† IMPORTANT INFORMATION REGARDING YOUR PROVIDING A FAX NUMBER – PLEASE READ:
Please list the fax numbers at which you would like to receive information, promotions and other important information from CLIA and its Member Cruise Lines. Paragraph "J" of the Conditions for Agency Affiliation provides instructions for notification of CLIA if you do NOT wish to receive such materials. If you do NOT wish to receive information by fax, you may leave this FAX NUMBER line blank. Inclusion of your fax number represents written permission for CLIA and its member lines to distribute faxes to your business.

Agency signature **(Required to receive fax communication)**

© 2007 Cruise Lines International Association Printed in USA **1/07** **(R4)**

Your 2006 CLIA Membership Expired on December 31st. Renew Today and Jumpstart your Cruise Sales in 2007!

CLIA
WE'RE ALL ABOUT CRUISING

Your 2006 CLIA membership has expired. We have extended you a courtesy grace period to renew for 2007. Please renew today and avoid any benefit interruption and potential reinstatement fees!

Your 2007 CLIA Agency Membership Includes:

Reference Materials

- 2007 CLIA Cruise Manual
- 2007 CLIA Reference Guide
- 2007 CLIA Education & Promotional Tools Catalog

Sales & Marketing Tools

- NEW training video "Delivering Great Service"
- NEW CLIA Marketing Essentials CD & Workbook
- Ongoing Public Relations and National Cruise Vacation Month - CLIA's annual campaign to promote cruising and CLIA agents as a consumers best resource for cruise vacation planning and booking
- CLIA Sales Training - Recognized as the industry leader, CLIA training opportunities include seminar programs, online training programs, video training, and the CLIA Cruise Textbook
- FREE training seminar coupon

Promotional Items

- FREE cruise themed stickers
- FREE Cruising Q&A booklets and Counter Display
- Professionally designed, attention-getting direct marketing materials

Recognition

- CLIA's Master Registry of Agency Members for supplier reservation & commission processing
- 2007 CLIA Member Agency certificate and seal
- CLIA ID Card eligibility

Bonus Opportunities

- FREE calendar notepad
- Preferred Pricing & Discounts
  - CLIA training
  - Conferences, including cruise3sixty
  - CLIA Super Savings Club
  - Direct marketing materials
- Thousands of dollars in Cruise Line Bonus Commission Coupons
- AND MORE !

Please allow 3-4 weeks for delivery of your Membership Kit.
Thank you...CLIA values your membership.

For complete membership benefits and to renew today, log on to www.cruising.org/travelagents, or call 212-921-0066 for form.

APPENDIX B

ORGANIZATION AND FUNDING

1. ORGANIZATION.

A. Board of Directors. The governing body of CLIA shall be the Board of Directors which shall consist of a designated representative of each Member who shall be empowered to act and make binding decisions on behalf of such representative's company, plus one (1) additional representative, selected from time-to-time by the Associate Members by a simple majority vote among themselves.

B. Officers. A Chairman, a vice-chairman (the "**Vice-Chairman**"), four (4) at-large committee members (each an "**At-Large Committee Member**") At-Large Committee Members, and such other officers as may be required shall be elected from among the Members by the Board of Directors and each shall serve a term of office of twenty-four (24) months and may be re-elected for one (1) continuing term, except for the Chairman, whose term of office, as Chairman, and the Vice-Chairman, whose term as Vice-Chairman, will be limited to one (1) two-year period. The terms of office of Chairman and Vice-Chairman shall commence on July 1 of even numbered years. In the event a Chairman resigns, the Vice-Chairman will replace the outgoing Chairman, for the following term of office: (1) the remainder of the Chairman's term plus two (2) years, if the remainder of the term is less than eighteen (18) months; or (2) the remainder of the Chairman's term, if the remaining term is greater than eighteen (18) months. The terms of office of At-Large Committee Members will commence on July 1 of odd years. Only officially designated Member representatives are eligible for the offices of Chairman, Vice-Chairman, and At-Large Committee Member. CLIA's President shall be employed pursuant to contract terms.

C. Committees.

(1) Executive Committee. There shall be an Executive Committee including the Chairman, the Vice-Chairman, four (4) or more At-Large Committee Members as determined by the Board of Directors, and the Marketing Committee's Chairman. No more than two (2) members of the Executive Committee other than the Marketing Committee's Chairman may be employees or officers of the same Member or Member Affiliates (defined as related entities having twenty-five percent (25%) or more common ownership) provided, however, that in the event more than two (2) members of the Executive Committee, including the Marketing Committee's Chairman, are employees or officers of the same Member or Member affiliates, the committee members from such Member or Member affiliates shall as a group cast no more than two (2) votes on any matter. CLIA's President shall be a non-voting member of the Executive

Committee. The Chairman and the Vice Chairman of the Executive Committee may not be employees or officers of the same Member or Member Affiliates. If, for whatever reason, more than two (2) Executive Committee positions, other than the position held by the Marketing Committee's Chairman, are held by representatives of the same Member or Member Affiliates, as defined above, all but two (2) such positions must be resigned immediately. Vacancy(ies) in the Executive Committee positions will be filled in accordance with the procedures applicable to resignation of the committee member as stated in paragraphs 1(B) and 1(C)(2) of this Appendix B, or, where no procedure is stated, at the next Board of Directors meeting based on recommendations of the Nominating Committee (as defined in section (3) below). In the interim, the Executive Committee will continue at a reduced level until the position is filled. The Executive Committee will oversee CLIA's operating activities between meetings and will maintain the financial integrity of the approved Board of Directors Plan and Budget. Plan variances in excess of ten percent (10%) of the aggregate revenue or expense will require approval of the full Board of Directors. All policy matters will be approved by the full Board of Directors in order to become accepted policy.

(2) Marketing Committee. There shall be a Marketing Committee, comprised of Members' representatives, which will provide for geographic and product representation. The Executive Committee will appoint a Chairman of the Marketing Committee, who shall serve a term of office of twenty-four (24) months, commencing on January 1 of even-numbered years. In the event of the resignation of a Marketing Committee Chairman, the Executive Committee will appoint an acting Chairman of the Marketing Committee to serve the remainder of the Chairman's term of office. All Members of the Marketing Committee may serve for successive one-year terms. Although the Board of Directors is the governing body of CLIA and as such is the ultimate decision-making authority, the Marketing Committee has the authority to implement programs it has planned which have been conceptually approved by the Executive Committee. At no time may the Chairman of the Marketing Committee and the Chairman of the Executive Committee be from the same Member or Member Affiliates. If a corporate or voluntary personnel change creates a situation in which the previous sentence is violated, then either the chairman of the Marketing Committee or the chairman of the Executive Committee must resign immediately. The Nominating Committee will then nominate a candidate for action at the next Board of Directors Meeting.

(3) Nominating Committee. There shall be, as necessary, a nominating committee, responsible for recommending candidates for the offices of Chairman, Vice-Chairman, and At-Large Committee Member to the Board of Directors (the "**Nominating Committee**"). The Nominating Committee shall be comprised of all past CLIA Chairmen, and such additional members, selected by the Nominating Committee Chairman, as necessary to insure representation by all sizes of Member cruise lines. The immediately previous CLIA Chairman shall serve as the Nominating Committee Chairman. Members of the Committee must be officially designated Member representatives.

(4) Other Committees. Additional standing or temporary committees may be created and assigned duties by the Board of Directors or Executive Committee as considered necessary. Unless otherwise agreed, the findings of such additional committees shall be recommendatory only.

D. Staff Officers. The Board of Directors may appoint staff officers of CLIA (each a "**Staff Officer**") who shall be employees of CLIA. Under the direction of the Board of Directors and/or the Executive Committee and/or the Marketing Committee, as appropriate, they shall be responsible for fulfillment of such assigned duties as are consistent with the purposes of the Agreement.

E. Meetings, Quorum, Decisions, Minutes. At least two (2) Board of Directors meetings shall be held each year at a time, date and place as agreed. Ordinarily, meetings will be held at the call of the Chairman. However, any Member, with the endorsement of at least two (2) other Members, or a Staff Officer, with the endorsement of the Chairman, may request a special meeting of the Board of Directors for a special purpose. Upon receipt by a Staff Officer of such a request (or upon receipt of the Chairman's approval of a Staff Officer's request), a meeting will be convened within thirty (30) days. Every effort will be made to assure receipt by Members of docketed agenda items at least ten (10) days prior to the meeting. If agreed, additional items not docketed may be discussed. Decisive actions of the Board of Directors shall be considered confirmed when taken. Quorums shall consist of fifty-one percent (51%) of the Members. If the Member seeking the meeting so stipulates, the meeting shall be held without a quorum. No action may be taken without the agreement of at least a simple majority (51%) of the vote of all the Members and the voting representative of the Associate Members unless otherwise specifically provided herein. The representative of the Associate Members may vote on any and all matters but shall not be counted towards determining the existence of a quorum at any meeting. Vote may be made by proxy, held by the representative of a Member, but no Member can hold more than two (2) proxies and the Chairman cannot hold proxies. A report of all meetings of the Board of Directors within the scope of this Agreement, specifying any action taken, including action resulting from mail or telephone ballot, shall be prepared and promptly transmitted to the Federal Maritime Commission.

2. OPERATION AND MAINTENANCE EXPENSE. CLIA's fiscal year shall coincide with the calendar year. CLIA's cost of operation and maintenance shall be supported by annual assessment among the Members, which shall be paid in advance on or before January 1 of each year, and by collection of annual fees from Affiliated Sellers of Travel, both of which shall be at levels fixed by the Board of Directors, and by Associate Member fees, as determined by the President. New CLIA admittees shall be guided by Article 7 of the Agreement in respect of financial responsibility.

3. NOTICES. Any period of notice provided for in the Agreement shall be given in writing and shall commence upon date of receipt.

4. FINANCIAL RESPONSIBILITY.

A. The Marketing Committee will present its recommendation for an overall annual budget to the Executive Committee for its approval. Once approved, the Marketing Committee has the authority to effect lateral shifts in funding provided such shifts:

(1) Are within the same broad activity (i.e., within the broad scope of training activities, or within the broad scope of public relations, and the like, but not from training activities to public relations, or vice versa, and the like); and

(2) Do not raise the level of the overall approved budget.

B. Should the Marketing Committee discover training and/or promotional opportunities or the expansion of existing programs which it proposes to have funded after the overall budget has been approved by the Board of Directors, such funding can be assumed, provided the level of the overall budget is not increased by more than five percent (5%).

C. Should such opportunities or expansions result in an increase in the level of the overall budget of more than five percent (5%), the Chairman of the Executive Committee will issue a memorandum to the Executive Committee setting forth the amount of additional funding requested and suitable explanatory justification therefor. Provided the additional funding requested does not exceed ten percent (10%) of the overall annual budget, the Executive Committee shall, within seven (7) days from receipt of the request, advise the Chairman of the Marketing Committee of its decision.

D. A request from the Marketing Committee Chairman to the Executive Committee for additional funding beyond ten percent (10%) of the overall annual budget shall be referred by the Executive Committee to the full Board of Directors for decision.

E. It is understood that all requests for additional funding shall not be committed unless and until written approval has been obtained.

F. Any additional funding required and approved will be apportioned amongst the Members on the same basis as an annual supplement fee (the "**Annual Supplemental Fee**"), or as may be otherwise agreed.

G. It is further understood that the Marketing Committee's overall budget shall be regarded as an expense budget, not a revenue budget. That is, additional revenues which may be derived by way of new Members or by way of investment earnings shall not be used to balance the budget nor should they be considered available for any additional spending.

5. COMPLIANCE WITH LAW. The Members agree to comply with applicable governmental laws related to the operation of CLIA.

6. MEMBER'S FEES. This glossary is to ensure a common understanding by all concerned of the several fees applicable to a Member. When the subject of the Members' fees is addressed either orally or in writing, use of the proper term only will assure continued understanding by all parties.

A. Admission Fee - A one-time charge applied to a Member as a "buy-in" of its equity in CLIA's activities. The admission fee must be tendered in advance of acceptance, and will be returned in the event that the applicant is not accepted as a Member. The Admission Fee shall be as determined from time-to-time by the Board of Directors. At present, the Admission Fee is thirty thousand United States dollars ($30,000.00).

B. Annual Budget/Member Financial Obligations - Each Member has an obligation to pay on a timely basis its fair share of CLIA's annual Member apportionment budget.

Each Member's total payment is based upon the sum of two (2) components.

(i) Annual Basic Fee – Each Member shall pay an Annual Basic Fee of fifty thousand United States dollars ($50,000.00).

(ii) Annual Supplemental Fee - Each Member's proportional share of CLIA's total annual operating budget after deduction of the collective Annual Basic Fees. Such share is determined via a formula consisting of three (3) elements, i.e., (a) number of lower beds per ship, (b) number of annual operating days per ship, and (c) percentage of annual sales expected to be made in North America per ship. The twenty percent (20%) minimum North American corporate sales requirement for membership eligibility shall be the minimum basis for the annual sales element of the formula for apportionment calculations. This fee is the second of two (2) portions of

each Member's Current Annual Assessment. The Annual Supplemental Fee for an applicant shall be determined as though such applicant were a Member for the full calendar year.

The three (3) formula factors referred to above are interpreted as follows:

(a) Total Number of Lower Beds - This figure should represent the total number of lower beds indicated in the current brochure of the Member or applicant.

It should not be determined by the number of beds that are expected to be sold during the calendar year. Expressions such as "Queen," "King" or "Oversize" beds are regarded as two (2) lowers and the word "Sofa" is regarded as one (1) lower. Any individual cabin has a maximum of two (2) lower berths for CLIA apportionment purposes. The only exception would be in instances of cabin reconfigurations which have not been reflected in the cruise line's latest brochure.

(b) Operating Days - This figure should represent the total number of days in a calendar year during which the ship will be earning revenue via passenger occupancy, including occupancy via charter. In most instances, the figure should be three hundred and sixty-five (365) less drydock days and dead-head days or turn-around days which exceed twenty-four (24) hours and during which no passengers are embarked.

(c) Expected Percent of Sales - This figure should represent the Member's best estimate of where its sales for the calendar year will be made, i.e., the percentage expected from North America (minimum twenty percent (20%) for all Members joining CLIA after July 1, 1991) versus the percent expected from elsewhere. For purposes of this clarification, North America includes Canada, the fifty United States, Mexico, the countries of Central America and the island countries or United States possessions or territories in the Caribbean.

The annual Member apportionment obligation for an applicant must be tendered in advance of acceptance to membership, and will be returned in the event that the applicant is not accepted as a Member.

CLIA's maximum apportionment budget for the ensuing year will be voted on at the June Board of Directors meeting. A commitment letter notifying each Member of its estimated share of the apportionment budget will be sent by August 15. Members are required to sign and return the commitment letter to CLIA by September 1. The signed commitment letter represents a binding obligation for payment, fixed as of the date of signature. Any Member thereafter withdrawing or being expelled from membership will continue to be responsible for payment of the amount stated therein.

Full payment of a Member's apportionment obligation is due by January 15 of a new fiscal year. Late payees will be charged a monthly penalty at one (1) percentage point over the existing prime rate. Any Members who have not paid their apportionment obligations in full by February 15 will be expelled automatically from membership and will not be included in any of the year's subsequent promotional materials or activities.

C. Current Annual Assessment Adjustments - At the close of each calendar year each Member will advise CLIA of any changes during the year just ended in respect of the number of lower beds per ship, the number of annual operating days per ship, and the percentage of sales per ship actually made in North America, minimum twenty percent (20%) for all Members joining CLIA after July 1, 1991 (versus the expected percentage). CLIA will recalculate each Member's Current Annual Assessment and will apply a credit or debit, as appropriate, to the Current Annual Assessments for the ensuing calendar year. The Current Annual Assessment of an applicant cruise company will not be adjusted during its first partial year of Membership.

7. ASSOCIATE MEMBER'S FEES. Annual Fees for Associate Members shall be determined from time-to-time by the President, and approved by the Executive Committee.

SIGNATURE PAGE

IN WITNESS WHEREOF, the below listed parties, constituting the Members of Cruise Lines International Association, Inc. ("**CLIA**"), have caused FMC Agreement No. 203-010071-033 to be executed on their behalf by their authorized representative, Terry Dale, President of CLIA, this 5th day of December, 2006.

American Cruise Lines, Inc.
Carnival Cruise Lines
Celebrity Cruises, Inc.
Costa Cruise Lines
Crystal Cruises
Cunard Line
Disney Cruise Line
Holland America Line
MSC Cruises
NCL America
Norwegian Coastal Voyage, Inc. / Bergen Line Services
Norwegian Cruise Line
Oceania Cruises
Orient Lines
Princess Cruises
Regent Seven Seas Cruises
Royal Caribbean International
Seabourn Cruise Line
Seadream Yacht Club
Silversea Cruises, Ltd.
Windstar Cruises

Terry Dale

Terry Dale, President of CLIA and duly authorized representative of CLIA Members