

Lib

Original Title Page



NAME: INTERNATIONAL VESSEL OPERATORS HAZARDOUS  
MATERIAL ASSOCIATION AGREEMENT

FMC NO.: 203-011290  
(2d Edition)

CLASSIFICATION: COOPERATIVE WORKING AGREEMENT

EXPIRATION DATE: NONE

Restatement of Agreement

International Vessel Operators  
Hazardous Material Association  
Agreement  
FMC Agreement No. 203-011290-026  
(2d Edition)  
Original Page No. 1

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	FULL NAME OF THE AGREEMENT . . . . .	2
2	PURPOSE OF AGREEMENT . . . . .	2
3	PARTIES TO THE AGREEMENT . . . . .	2
4	GEOGRAPHIC SCOPE OF THE AGREEMENT . . . . .	2
5	AGREEMENT AUTHORITY . . . . .	3
6	OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY . . . . .	5
7	MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION . . . . .	5
8	VOTING . . . . .	6
9	DURATION AND TERMINATION OF THE AGREEMENT . . . . .	7



ARTICLE 1:        FULL NAME OF THE AGREEMENT

The full name of this Agreement is the International Vessel Operators Hazardous Materials Association Agreement ("Agreement").

ARTICLE 2:        PURPOSE OF AGREEMENT

The purpose of this Agreement is to form an association to advocate common positions before governmental and other bodies, and to discuss, evaluate and reach agreement with respect to matters pertaining to all-water and intermodal transport of hazardous cargoes in the U.S. trades for purposes of promoting safe, consistent and cost beneficial transport of such cargoes.

ARTICLE 3:        PARTIES TO THE AGREEMENT

The parties to this Agreement are listed in Appendix A hereto.

ARTICLE 4:        GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement covers the trades between all United States ports, and all U.S. points served via those ports, (including, without limitation, ports and points in Puerto Rico and U.S. territories and possessions), and ports and points in all other countries worldwide (hereinafter the "Trade").

ARTICLE 5: AGREEMENT AUTHORITY

5.1 Under this Agreement, the parties are authorized, but not required, to discuss and agree upon all matters relating to the handling and transportation of hazardous cargoes, including:

- (a) Positions to be taken in submissions to and proceedings before governmental agencies, departments, legislative bodies, and tribunals, as well as trade associations, international bodies and organizations;
- (b) Uniform or differential transportation procedures, requirements, standards, conditions, classifications, rules, and practices in the Trade pertaining to the acceptance, refusal, handling, documentation, transfer, loading, unloading, storage, ocean and/or inland transportation, interchange, and delivery of hazardous cargoes, whether moving under through bill of lading or otherwise, by direct service or transshipment, and whether moving under tariffs, service contracts or otherwise; and
- (c) Uniform or differential procedures, requirements, standards, conditions, classifications, rules and practices relating to the purchase, lease, acceptance, refusal, use, handling, documentation, interchange, transfer, loading, unloading, storage and transport of

intermodal and other equipment, including without limitation, dry containers, tank containers, bolsters, tanks, and chassis.

5.2 The parties may exchange information, statistics, reports, studies and other data pertaining to matters within the scope of Article 5.1.

5.3 Any agreement reached on items subject to tariff filing pursuant to Section 8(a) of the Shipping Act of 1984, as amended, shall be a matter of voluntary adherence by each party, and nothing in this Agreement shall bind any party hereto to any such agreement or prevent any party from departing from such agreement at any time upon written notice to the Agreement; provided, however, that nothing herein shall authorize the parties to agree upon rates to be offered to shippers.

5.4 The parties may agree upon any routine administrative matters relating to the operation or implementation of this Agreement. The parties shall allocate **costs** incurred hereunder and pay their respective shares thereof in a timely manner.

5.5 For purposes hereof, references to "hazardous cargoes" shall mean cargoes subject to regulation pursuant to the U.S. Hazardous Materials Transportation Act (or government regulations promulgated pursuant thereto) or the International Maritime Dangerous Goods (IMDG) Code.

ARTICLE 6:        OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF  
AUTHORITY

---

6.1 From time to time, the parties shall designate a chairman, vice chairman, and secretary and a five person Executive Committee from among the members. The Chairman shall officiate at full meetings of the parties and the Executive Committee. The Chairman and Vice Chairman shall be authorized to carry out the decisions of the parties. The Executive Committee shall make recommendations to the parties on administrative and organizational matters. The Executive Committee may appoint a General Manager to act as administrator of the Agreement.

6.2 Agreement counsel (including attorneys with Counsel's law firm) shall have the authority to execute and file this Agreement, any modifications to this Agreement, and any forms in support of the foregoing on behalf of the parties, upon appropriate vote taken by the parties.

ARTICLE 7:        MEMBERSHIP, WITHDRAWAL AND EXPULSION

7.1 Full Membership - Any ocean common carrier in the Trade is eligible for full membership in this Agreement upon execution of a counterpart hereof, provided that said carrier will not become a party to this Agreement until an amendment to this Agreement providing for such membership is effective pursuant to the Shipping Act of 1984, as amended. Any ocean common carrier companies which are under common control may join this Agreement

RECEIVED

International Vessel Operators  
Hazardous Material Association  
Agreement

Agreement No. 203-011290-026

Substitute Original Page No. 6

and shall be treated as a single party for purposes of voting and payment of dues and costs.

7.2 Associate Membership -- Any interested company or organization that is not an ocean common carrier may become an associate member by majority vote of the full members and upon execution of a counterpart hereof, provided that said company or organization will not become a party to this Agreement until an amendment to this Agreement providing for such associate membership is effective pursuant to the Shipping Act of 1984, as amended. Associate members shall be deemed to be parties hereunder for all purposes with the exception of Article 8, Voting.

7.3 Withdrawal - Any party may withdraw from this Agreement at any time by prior written notice to the Agreement

7.4 Expulsion - A party may be expelled from this Agreement for material breach of this Agreement or failure to maintain an ocean common carrier service in the Trade.

ARTICLE 8:        VOTING

8.1 Except as provided for in Article 8.2, any consensus or agreement reached by the parties shall be a matter of voluntary adherence by those parties choosing to so agree.

8.2 The following matters shall be subject to binding vote of the parties: (a) membership, expulsion from membership and termination of this Agreement; (b) administrative matters,

SEP - 4 2000

including allocation of expenses, appointment of chairman and committees, and scheduling of meetings; and (c) amendments to this Agreement. Action on such matters shall require a three quarters vote of the parties present; provided, that an amendment adding new members or deleting withdrawing members may also be authorized by majority vote of the Executive Committee. Voting may also take place through telex, telephone, telefax or e-mail polls.

8.3 Quorum at full meetings of the Agreement shall require the presence of one half of the parties (either directly or through proxy.)

8.4 At least two business days written notice shall be given to the parties of meetings of the Agreement unless waived by three quarters of the parties entitled to vote

8.5 The parties may appoint committees from time to time to review and make recommendations to the Agreement on any matters within the scope of the Agreement.

ARTICLE 9: DURATION AND TERMINATION OF THE AGREEMENT

This Agreement shall continue in effect indefinitely, and the parties may terminate the Agreement at any time.



International Vessel Operators  
Hazardous Material Association  
Agreement  
FMC Agreement No. 203-011290-038  
(2d Edition)

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties to FMC Agreement No.  
203-011290 hereby agree this 13<sup>th</sup> day of February, 2007, to amend  
the Agreement as per the attached page and to file same with the  
U.S. Federal Maritime Commission.

APL CO. PTE LTD.

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

CROWLEY MARITIME CORPORATION

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

CMA-CGM SA

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

EVERGREEN MARINE CORPORATION  
(TAIWAN), LTD.

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

ATLANTIC CONTAINER LINE AB

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

HORIZON LINES, LLC

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

COSCO CONTAINER LINES  
(HONG KONG) CO., LIMITED

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

HAMBURG SUDAMERIKANISHE  
DAMPFSCHIFFFAHRTS-GESELLSCHAFT  
KG

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

International Vessel Operators  
Hazardous Material Association  
Agreement  
FMC Agreement No. 203-011290-038  
(2d Edition)

SIGNATURE PAGE (continued)

NATIONAL SHIPPING CO. OF  
SAUDI ARABIA

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

NIPPON YUSEN KAISHA LINE

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

ORIENT OVERSEAS CONTAINER  
LINE LIMITED

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

SAFMARINE CONTAINER LINES

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

SENATOR LINES GmbH

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

TROPICAL SHIPPING &  
CONSTRUCTION CO., LTD.

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

ZIM INTEGRATED SHIPPING  
SERVICES, LTD.

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

MARINE TRANSPORT MANAGEMENT, INC.  
a Crowley company

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

International Vessel Operators  
Hazardous Material Association  
Agreement  
FMC Agreement No. 203-011290-038  
(2d Edition)

SIGNATURE PAGE (continued)

HAPAG LLOYD AG

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

HYUNDAI MERCHANT MARINE CO.,  
LTD.

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

INDEPENDENT CONTAINER LINE  
LTD.

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

KAWASAKI KISEN KAISHA, LTD.

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

MARUBA SCA

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

MATSON NAVIGATION COMPANY

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

MITSUI O.S.K. LINES, LTD.

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

A.P. MOLLER-MAERSK A/S  
trading under the name of  
MAERSK LINE

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

International Vessel Operators  
Hazardous Material Association  
Agreement  
FMC Agreement No. 203-011290-038  
(2d Edition)

SIGNATURE PAGE (continued)

BERMUDA CONTAINER LINE

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

UNITED ARAB SHIPPING CO., LTD.

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

ALIANCA NAVEGACAO E  
LOGISTICA LTDA.

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

CHINA SHIPPING CONTAINER  
LINES CO., LTD.

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

HANJIN SHIPPING CO., LTD.

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

SEABOARD MARINE LTD.

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-Fact

YANG MING MARINE  
TRANSPORT GROUP

By: Wayne Rohde  
Name: Wayne Rohde  
Title: Attorney-in-fact

RECEIVED

06 NOV -2 PM 4:27

OFFICE OF THE SECRETARY  
FEDERAL MARITIME COMM

International Vessel Operators  
Hazardous Material Association  
Agreement  
FMC Agreement No. 203-011290-037  
(2d Edition)  
Appendix A - Fourth Revised Page 1

Appendix A - Parties to the Agreement

APL Co. PTE LTD.  
1111 Broadway  
Oakland, CA 94607

Atlantic Container Line AB  
Atlantic House  
Herbert Walker Avenue  
Southampton S09 1HA, England

Crowley Maritime Corporation  
Lake Merritt Towers  
155 Grand Avenue  
Oakland, California 94612

Consisting of the following common carriers, to be treated as  
a single Party pursuant to Article 7.1 of the Agreement:

Crowley Towing & Transportation Co.  
Crowley Liner Services, Inc.  
Crowley Marine Services, Inc.

Horizon Lines, LLC  
2101 Rexford Road  
Suite 350  
Charlotte, NC 28211  
(an associate member pursuant to Article 7.2)

EFFECTIVE

NOV 02 2006

RECEIVED

07 MAR 13 PM 3:27

OFFICE OF THE SECRETARY  
FEDERAL MARITIME COMM

International Vessel Operators  
Hazardous Material Association  
Agreement  
FMC Agreement No. 203-011290-038  
Appendix A - Substitute Eighth  
Revised Page 2

Appendix A - Parties to the Agreement (continued)

CMA-CGM SA  
c/o CMA-CGM America Inc.  
5701 Lake Wright Drive  
Norfolk, VA 23502-1868

COSCO Container Lines, Inc.  
100 Lighting Way  
Secaucus, NJ 07094

Evergreen Marine Corporation (Taiwan), Ltd.  
(name changes to Evergreen Line Joint Service Agreement, FMC No.  
011982 ("ELJSA") effective May 1, 2007)  
No. 163, Sec. 1, Hsin-Nan Road  
Luchu Hsian, Taoyuan Hsien, 338, Taiwan

Hamburg Sudamerikanische  
Dampfschiffahrts-Gesellschaft KG  
59 Willy Brandt Strasse  
20457 Hamburg  
Germany

Hapag-Lloyd AG  
Ballindamm 25  
20095 Hamburg  
Germany

Hyundai Merchant Marine Co., Ltd.  
879 W. 190<sup>th</sup> Street, 7<sup>th</sup> Floor  
Gardena, California 90248

Independent Container Line Ltd.  
5060 Commerce Road  
Richmond, Virginia 23234

Kawasaki Kisen Kaisha Ltd.  
Hibiya Central Bldg., 2-9,  
Nishi-Shinbashi 1-Chome  
Minato-ku, Tokyo 105, Japan

EFFECTIVE MAR 30 2007

Appendix A - Parties to the Agreement (continued)

Maruba SCA  
c/o Pablo Rossi, Operations Mgr.  
Suite 220  
100 W. Broadway  
Long Beach, CA 90802

Matson Navigation Company  
555 12<sup>th</sup> Street  
Oakland, CA 94607

Mitsui O.S.K. Lines, Ltd.  
Minato-Ku  
Toyko 105-91, Japan

A.P. MOLLER-MAERSK A/S trading under the name MAERSK LINE  
Esplanaden 50  
DK - 1098 Copenhagen, Denmark

National Shipping Co. of Saudi Arabia  
401 East Pratt Street  
26<sup>th</sup> Floor  
World Trade Center  
Baltimore, MD 21202

Nippon Yusen Kaisha Line  
CPO Box 1250  
Tokyo 100-91, Japan

Orient Overseas Container Line Limited  
Harbour Centre, 31<sup>st</sup> Floor  
25 Harbour Road  
Wanchai, Hong Kong

Appendix A -- Parties to the Agreement (continued)

Safmarine Container Lines  
465 South Street  
Morristown, NJ 07962-1961

Senator Lines GmbH  
Martinistrasse 62-66  
D-2800 Bremen 1, Germany  
(an associate member pursuant to Article 7.2)

Tropical Shipping & Construction Co., Ltd.  
821 Avenue "E"  
Riviera Beach, FL 33404-7598

Zim Integrated Shipping Services, Ltd.  
9 Andrei Sakharov Street  
"Matam" - Scientific Industries Center  
P.O. Box 1723  
Haifa, 31016 Israel

Marine Transport Management, Inc., a Crowley company  
C901 9<sup>th</sup> Floor  
1200 Harbor Blvd.  
Weehawken, NJ 07087-0901  
(an associate member pursuant to Article 7.2)

Bermuda Container Line  
One Gateway Center  
Newark, NJ 07102

United Arab Shipping Co. S.A.G.  
511 South Avenue  
Cranford, NJ 07016

International Vessel Operators  
Hazardous Material Association  
Agreement  
FMC Agreement No. 203-011290-030  
Appendix A - Original Page 5

Alianca Navegacao E Logistica Ltda.  
465 South Street  
Morristown, NJ 07960

China Shipping Container Lines Co., Ltd  
100 Plaza Drive  
Secaucus, NJ 07094

Hanjin Shipping Co., Ltd  
80 E Route 4  
Paraus, NJ 07652

Seaboard Marine Ltd.  
1630 Port Boulevard  
Miami, FL 33132

Yang Ming Marine Transport Corp.  
c/o Solar International Shipping Agency, Inc.  
525 Washington Blvd., 25<sup>th</sup> Floor  
Jersey City, NJ 07310

