Lib

RECEIVED
02 DEC -4 PM 4:20
OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

Original Title Page

WESTBOUND TRANSPACIFIC STABILIZATION AGREEMENT

FMC AGREEMENT NO. 011325-029

(2nd Edition)

A Cooperative Working Agreement

Among Ocean Common Carriers

This Agreement is herein republished.
It does not contain an expiration date.

EFFECTIVE
JAN 18 2003
UNDER THE SHIPPING ACT OF 1984
Federal Maritime Commission

TABLE OF CONTENTS

ARTICLE	PROVISION	PAGE
ARTICLE 1 -	NAME OF AGREEMENT	2
ARTICLE 2 -	PURPOSE OF AGREEMENT	2
ARTICLE 3 -	PARTIES TO AGREEMENT	2
ARTICLE 4 -	GEOGRAPHIC SCOPE OF AGREEMENT	2
ARTICLE 5 -	AUTHORITY	3
ARTICLE 6 -	AGREEMENT OFFICIALS AND DELEGATIONS OF AUTHORITY	9b
ARTICLE 7 -	MEMBERSHIP AND WITHDRAWAL	10
ARTICLE 8 -	MEETING AND VOTING	11
ARTICLE 9 -	SERVICE CONTRACTS	12
ARTICLE 10 -	DURATION AND TERMINATION	14
ARTICLE 11 -	ARBITRATION	14
ARTICLE 12 -	ADMINISTRATIVE REGULATIONS	14
SIGNATURE PAGES		
APPENDIX A -	Parties to Agreement	

ARTICLE 1 - NAME OF AGREEMENT

The name of this agreement is the Westbound Transpacific Stabilization Agreement (the "Agreement").

ARTICLE 2 - PURPOSE OF AGREEMENT

The purpose of the Agreement is, through authorization of discussion, consultation and development of consensus among and between the Parties, to promote a commercially viable and economically sound transportation system in the Trade covered by this Agreement, to foster commerce, service and stability in the Trade while maintaining the Parties' freedom of competitive action and, as a matter of overall policy, to effect revenue recovery and restoration, reduce costs, improve profitability and increase efficiency of the Parties' transportation operations.

ARTICLE 3 - PARTIES TO AGREEMENT

The names and principal office addresses of the parties to the Agreement ("Parties") are listed in Appendix A hereto.

ARTICLE 4 - GEOGRAPHIC SCOPE OF AGREEMENT

The Agreement covers the trades and various subtrades (collectively, the "Trade") from ports and points in the United States to ports and points in Japan, Korea, Siberia Russia, the People's Republic of China, Hong Kong, Taiwan,

JAN 18 2003

Hong Kong, Macao, Thailand, Democratic Kampuchea (Cambodia), Vietnam, Singapore, Malaysia, Laos, Myanmar, Brunei, Philippines and Indonesia, India, Pakistan, Bangladesh and Sri Lanka.

ARTICLE 5 - AUTHORITY

5.1 The Parties (or any two or more of them) are authorized, but not required, to meet, collect and exchange information and data, discuss, reach consensus and agree upon the matters specified in this Article, but are not authorized to adopt common WTSA tariffs or service contracts. Any agreement or consensus reached by the Parties hereunder does not create an enforceable obligation by any Party as to any other Party except to the extent that the Parties may agree to incur a common expense or contractual obligation to third parties, the cost of which may be shared hereunder as the Parties determine, and provided further that if the Parties have agreed, by unanimous vote, to furnish the Agreement Secretariat with current contract, tariff and/or other "moving" rates, charges, terms and conditions applicable to wastepaper and metal scrap, subject only to such exceptions as the Parties agree or which are excepted by the terms hereof, the Parties: (1) shall notify the Agreement Secretariat in writing of all such rates and charges (and of any amendments thereto that may from time to

JAN 18 2003

time occur) no later than the date the Party applies such rates and charges or amendments to shipments; (2) shall provide the Secretariat promptly with any supporting contract or other documents that the Secretariat may require to determine the amount or the application of rates and charges, including any refunds or deferred adjustments to rate or service items and the commodities and quantities to which they apply; and (3) shall directly or indirectly charge no less than the rates and charges furnished to the Secretariat (except by amending such rates and charges upon notice to the Secretariat). Nothing in this proviso shall be construed as precluding a Party from establishing or amending its rates and charges in connection with commodities subject hereto. Nothing in this proviso shall require the disclosure of rates, charges or contract provisions in a service contract which prohibits the disclosure of such provision. Any Party hereto may withdraw prospectively from the obligations set forth in this proviso by giving the Secretariat ten (10) days' advance notice thereof in writing.

5.2 The subjects covered by this Agreement include all aspects of transportation and service in the Trade, and the following matters and relationships between them: tariff or non-tariff rates and contract terms; charges, classifications, practices, terms, conditions and rules and regulations applicable to transportation of cargo moving within the Trade; port-to-port rates;

JAN 18 2003

service contracts; services provided in connection with ocean transportation; overland rates, minilandbridge rates, interior point intermodal rates, port area intermodal rates, proportional rates, through rates, the inland portion of through rates, joint rates and/or minimum rates; surcharges; arbitraries; volume and/or time/volume rates; project rates; freight-all-kinds rates; volume incentive programs; consolidation and/or consolidation allowances; rates on commodities exempt from tariff filing; absorptions, equalization and/or substituted services and related allowances; freight forwarder compensation, brokerage and/or the conditions determining such compensation or brokerage and the payment thereof; receiving, handling, storing and delivery of cargo; designation of base ports and points; pick up and delivery charges; free time practices; detention; demurrage; container freight stations; port and inland container yards and container depots; terminals and other points of cargo receipt; vanning; devanning; equipment positioning; all matters relating to equipment (such equipment to include, containers, chassis, and other equipment), including but not limited to furnishing equipment to or leasing equipment from shippers/consignees/inland carriers/others (including the leasing of shipper- or consignee-provided containers, chassis, or other equipment made available to shippers or consignees by leasing companies or other persons); collection agents

JAN 18 2003

at destination; economic forecasts; past, present or expected future conditions in all or any portion of the Trade; general economic trends affecting the industry such as fiscal and monetary policies of national governments and/or international bodies; trends in trade growth or development; trade and cargo flows and imbalances; expected demand for liner transportation services in the Trade, including past, current, or expected cargo liftings in all or part of the Trade; past, current, or expected containership capacity (owned and/or chartered) deployed or to be deployed in the Trade by Parties and/or non-Parties; rationalization of vessels and/or vessel capacity operated, or which is planned to be operated, by any one or more Parties in all or any portion of the Trade (provided, however, that any agreement with respect to rationalization that may be reached shall not be implemented unless it has been filed with the U.S. Federal Maritime Commission and become effective under the Shipping Act of 1984, as amended); identification, recovery, containment or reduction of carrier costs; the realization of economies and efficiencies in the Trade or any portion thereof; the Parties' round-trip economics in the Transpacific trades (eastbound and westbound) and factors relating thereto including the costs and logistics of repositioning or idling vessels and equipment; the costs, revenues and profitability of round-trip voyages and their respective components; economic,

JAN 18 2003

trade and operational trends or conditions (including supply and demand, present or expected) affecting the Parties' round-trip voyages; operational or technological developments and changes affecting the transportation services provided by the Parties; proposed or enacted legislation, regulations or policy of any national or sub-national government (including courts); actions by third parties such as terminal operators or conferences thereof, ports, other vessel-operating and non-vessel-operating common carriers, shippers or shipper groups, canals, tug operators, inland carries, or other persons concerned with the Trade; carrier revenues, profits and losses; maintaining and distributing information and data and statistics; self policing and all other rules, regulations and matters ancillary to the transportation of cargo moving pursuant to the authority of this Agreement, including rules regarding the time and currency in which payments hereunder shall be made; credit conditions; financial security arrangements; suspension and restoration of credit privileges; and handling of delinquent accounts and interest thereon. Discussion and implementation of rates, charges, rules, practices, conditions, and service contracts, as those terms are used in this paragraph, include discussion and implementation of specific rates, charges, and conditions, and adjustments thereof, and/or differentials among Parties' rate levels, negotiations, bids and proposals applicable to certain cargo or pursuant to or in relation to particular service contracts, existing or proposed. The Parties, in

JAN 18 2003

implementing the authority provided in this Article 5, may adopt guidelines and schedules for establishing or changing rates, rules, practices, service contracts and provisions therein and procedures for notifying all Parties to the Agreement of actions or proposals by other Parties and of the responses thereto. Any guidelines, schedules and related procedure adopted are voluntary in nature and, notwithstanding a Party's agreement thereto or vote in favor thereof, shall not be binding on that Party.

5.3 The Parties may utilize a common communication system and a common Secretariat to assist in implementing this Agreement and any understandings reached under it, including, but not limited to: (a) handling and facilitating communications among the Parties concerning actions or proposed actions of the Parties; (b) performing research concerning and evaluating actions or proposed actions of the Parties; (c) monitoring and reporting concerning fulfillment of lack of fulfillment of any guidelines, timetables or procedures adopted under the Agreement; and (d) assuring that notice of actions or proposals by an Party and responses thereto by other Parties is given to all Parties to the Agreement in accordance with any procedures adopted. Any two or more of the Parties are authorized to caucus or otherwise discuss, consider and exchange information and reach voluntary agreement concerning any matter within the scope of the Agreement. Said Parties may thereafter communicate any common

JAN 18 2003

positions reached to any other Party or Parties of the full Agreement membership for consideration, discussion or negotiation. 5.4 The Parties are authorized to discuss, agree on, negotiate and enter into joint service contracts pursuant to the terms and conditions of Article 9 hereof.

5.5 The Parties are authorized to exchange information with, make proposals and/or recommendations to, and/or consider and act upon proposals/recommendations of, the Ocean Carrier Equipment Management Association, FMC Agreement No. 011284 ("OCEMA"), with respect to activities authorized by or pending before OCEMA and this Agreement and to advise OCEMA of the disposition of such matters.

5.6 Expenses of the Agreement shall be minimized. The Agreement shall operate pursuant to an annual budget. The expenses of the agreement shall be allocated to the Parties per capita except to the extent other methods may be unanimously adopted.

5.7 This Agreement does not authorize the Parties to engage in conduct prohibited by the Shipping Act of 1984.

5.8 In the event civil penalties are imposed on the Agreement or its Parties as a result of:

(a) the failure of one or more Parties to prepare and arrange for the filing of minutes of any discussion conducted or agreement reached, as required by applicable regulation, where a representative of the WTSA secretariat is not present or participating with responsibility for minuting; and/or

(b) the failure of one or more Parties to submit in a timely manner the data necessary to complete the quarterly monitoring reports of the Agreement; such penalties and all costs associated therewith (including but not limited to reasonable attorneys' fees and expenses) shall be the responsibility of the party or Parties that participated in such meeting(s), or failed to provide the monitoring report data, and said Parties shall be liable to reimburse non-participating Parties (with respect to minutes) or compliant Parties (with respect to monitoring reports) for any civil penalties and all costs associated therewith (including but not limited to reasonable attorneys' fees and expenses) such non-participating or compliant Parties may be required to pay as a result of the conduct described in this paragraph. Provided, however, that a Party who had reason to believe that its communication with another Party (the "original communication") did not constitute a meeting will not be liable for penalties .

pursuant to this paragraph if it did not have knowledge of other communications between or among Parties that made the original communication a meeting under applicable regulations. Provided further, that the foregoing allocation of responsibility is without prejudice to any other equitable or contractual indemnity rights the Parties may have against each other arising out of a breach of this Agreement or alleged violation of applicable law or regulation concerning matters other than those covered by (a) or (b) above.

ARTICLE 6 – AGREEMENT OFFICIALS AND DELEGATIONS OF AUTHORITY

The Secretariat of this Agreement may be headed by an Executive Director selected by the Parties. The Secretariat will handle written

communications between the parties, notices, information gathering and such other administrative functions as may be delegated from time to time by the Parties. The Executive Director is hereby designated as the authorized representative of each of the Parties to receive all official notices and communications pertaining to this Agreement, to furnish required information and filings to governmental bodies and to certify amendments to the agreement made by the Parties as provided herein. Upon action taken by the Parties in accordance with this Agreement, the Executive Director and counsel to the Agreement are each authorized to execute and file amendments to the Agreement or any other documents on behalf of the Parties with any governmental body requiring such filing. The Parties may also appoint a chairman to preside at meetings and may appoint committees having such powers as the Parties may delegate.

ARTICLE 7 -- MEMBERSHIP AND WITHDRAWAL

Any ocean common carrier (as defined in the Shipping Act of 1984, as amended) which is regularly engaged as an ocean common carrier in the Trade directly or by transshipment, or which furnishes evidence of ability and an intention in good faith to institute and maintain a regular service in the Trade, may hereafter become a Party to the Agreement by signing the Agreement or a

JAN 18 2003

RECEIVED
05 SEP 27 PM 4:23
OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

counterpart copy thereof and furnishing the same to the other Parties and upon furnishing a copy thereof to the Federal Maritime Commission. Any Party may terminate its membership in this Agreement by giving thirty (30) days' written notice to the Secretary. A Party that has given notice of withdrawal shall have no vote on matters before the Agreement. Following such notice, by a unanimous vote, the Parties other than the withdrawing party may decide that the withdrawing party shall not attend any or all meetings of the Agreement or receive any or all regular memoranda or other information distributed by the Agreement secretariat, other than communications required in connection with the administration of the withdrawal. Notice of withdrawal of a Party from this Agreement shall be promptly furnished to the Federal Maritime Commission. The membership of any new individual Party to this Agreement shall not be effective under this Agreement until the date that an amendment to the Agreement adding such Party is effective under the Shipping Act of 1984.

ARTICLE 8 -- MEETING AND VOTING

Meetings of the Parties shall be held from time to time as called by the Executive Director. Conduct of business pursuant to this Agreement at meetings or by vote of the Parties shall be governed by the following

procedures:

8.1 Notice of meetings hereunder shall be given to each Party.

8.2 Parties may also reach agreement and take action under this Agreement by voting, or by other action reflecting consensus or agreement, by telefax, telex, telephone or electronic mail under such procedures as the Parties may adopt. In such case the precise matter placed before the Parties hereunder must be circulated in advance to all parties by the Secretariat, and the Secretariat shall advise the Parties in writing of the results.

8.3 Agreement reached or action taken under this Agreement shall be by unanimous vote of the Parties but in the absence of unanimity

those Parties favoring a matter may reach agreement thereon as between themselves without binding other Parties.

8.4 Amendments to this Agreement require consent of all Parties.

ARTICLE 9 -- SERVICE CONTRACTS

9.1 Any two or more Parties to the Agreement may negotiate and enter into service contracts with one or more shippers, as that term is defined in the Shipping Act of 1984, as amended, for the movement of cargo within all or any part of the Trade. Such contracts shall be referred to herein as "joint service contracts." Any Party may also enter into an individual service contract in the Trade.

9.2 The Party(ies) involved shall be responsible for filing any individual or joint service contract with the Federal Maritime Commission and for publishing any essential items of such contracts as required by the Shipping Act of 1984, as amended, and any applicable FMC regulations. To the extent authorized by the Party(ies), and if and to the extent permitted under applicable FMC regulations, the Agreement Secretariat may also file and/or publish, or perform other administrative services with respect to, individual or joint contracts. The secretariat shall not disclose the rate or terms of such contracts to other TSA members without the consent of all Parties participating

JAN 18 2003

in the contract.

9.3 No Party to the Agreement shall be required to disclose to the Agreement or any other Party a negotiation on an individual or joint service contract or the terms and conditions of any such service contract other than those terms and conditions required to be published under the Shipping Act of 1984, as amended.

9.4 The Parties to the Agreement may discuss and, by a unanimous vote, agree on, adopt, repeal, or amend guidelines regarding rates, charges, rules, contract provisions, and any and all terms and/or procedures of all or a portion of any joint or individual service contracts entered into by a Party or Parties. Such guidelines shall be voluntary, and each Party to the Agreement has the right not to follow any or all of the guidelines in any given service contract. No penalty of any kind may be imposed on a Party due to its failure to follow or adhere to any guideline adopted by the Agreement pursuant to this Art. 9.4. Any guidelines adopted pursuant to this Article shall be confidentially submitted to the Federal Maritime Commission in the form and manner required by FMC regulations.

JAN 18 2003

ARTICLE 10 -- DURATION AND TERMINATION

This Agreement shall enter into force, and may be implemented, as of the first day it becomes effective pursuant to the Shipping Act of 1984, as amended. This Agreement shall continue in effect indefinitely until cancelled by unanimous vote of the Parties.

ARTICLE 11 -- ARBITRATION

Any disputes arising out of or in connection with this Agreement shall be resolved by arbitration before a single arbitrator in the San Francisco Bay Area, California, USA, said arbitrator to be agreed upon by the Party or Parties on opposing sides of the issue. Failing such agreement, the arbitrator shall be appointed by the President of the Society of Maritime Arbitrators of New York, Inc. The arbitration shall be conducted pursuant to the procedural rules of the said Society of Maritime Arbitrators.

ARTICLE 12 -- ADMINISTRATIVE REGULATIONS

The Parties may implement this Agreement though administrative regulations, resolutions and decisions adopted pursuant to the voting provisions of this Agreement.

JAN 18 2008

Westbound Transpacific Stabilization Agreement
FMC Agreement No. 011325-036
(2nd Edition)

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have agreed this 1st day of November, 2006, to amend this Agreement and to cause the Agreement, or true counterparts hereof, to be executed by their duly authorized representatives.

American President Lines, Ltd.
and APL Co. PTE Ltd.
(Operating as A Single Carrier)

By: David F. Smith
Name: David F. Smith
Title: Attorney-in-fact

COSCO Container Lines Company Limited

By: David F. Smith
Name: David F. Smith
Title: Attorney-in-fact

Hapag-Lloyd AG

By: David F. Smith
Name: David F. Smith
Title: Attorney-in-fact

China Shipping Container Lines Co., Ltd.

By: David F. Smith
Name: David F. Smith
Title: Attorney-in-fact

Nippon Yusen Kaisha

By: David F. Smith
Name: David F. Smith
Title: Attorney-in-fact

Orient Overseas Container Line Limited

By: David F. Smith
Name: David F. Smith
Title: Attorney-in-fact

EFFECTIVE NOV 0 2 2006

Westbound Transpacific Stabilization Agreement
FMC Agreement No. 011325-036
(2nd Edition)

SIGNATURE PAGE (Continued)

Yangming Marine Transport Corp.

By: David F. Smith
Name: David F. Smith
Title: Attorney-in-fact

Evergreen Marine Corp. (Taiwan) Ltd.

By: David F. Smith
Name: David F. Smith
Title: Attorney-in-fact

Kawasaki Kisen Kaisha, Ltd.

By: David F. Smith
Name: David F. Smith
Title: Attorney-in-fact

Hanjin Shipping Co., Ltd.

By: David F. Smith
Name: David F. Smith
Title: Attorney-in-fact

Hyundai Merchant Marine Co., Ltd.

By: David F. Smith
Name: David F. Smith
Title: Attorney-in-fact

EFFECTIVE NOV 0 2 2006

RECEIVED
06 JUL 21 PM 4:17
OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

APPENDIX A

PARTIES TO AGREEMENT

American President Lines, Ltd.
and APL Co. PTE Ltd. (Operating
as a Single Carrier)
1111 Broadway
Oakland, CA 94607

COSCO Container Lines Company Limited
Lucky Tower,
3 Dong San Huan Bei Road
Chaoyang District, Beijing

Evergreen Marine Corp. (Taiwan) Ltd.
Evergreen Building
330 Minsheng East Road
Taipei, Taiwan 104
Republic of China

Hanjin Shipping Co., Ltd.
25-11, Yoido-dong, Youngdeungpo-ku
Seoul, Korea

Hapag-Lloyd AG
Ballindamm 25
20095 Hamburg, Germany

APPENDIX A (Cont'd)

Hyundai Merchant Marine Co., Ltd.
2-15th Floor, Mukyo Hyundai Building
96, Mukyo-Dong, Chung-Ku
Seoul, Korea

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

Nippon Yusen Kaisha
Yusen Building
3-2, Marunouchi 2-Chome
Chiyoda-ku, Tokyo 100-91
Japan

EFFECTIVE
SEP 23 2005
UNDER THE SHIPPING ACT OF 1984
Federal Maritime Commission

Orient Overseas Container Line Limited
31st Floor, Harbor Centre
25 Harbor Road
Wanchai, Hong Kong

P&O Nedlloyd B.V. (withdrawal effective September 25, 2005)
One Meadowlands Plaza, 12th Floor
East Rutherford, NJ 07073

P&O Nedlloyd Limited (withdrawal effective September 25, 2005)
One Meadowlands Plaza, 12th Floor
East Rutherford, NJ 07073

EFFECTIVE SEP. 23 2005

RECEIVED
06 NOV -2 PM 4:26
OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

APPENDIX A (Cont'd)

Yangming Marine Transport Corp.
271 Ming De 1st Road
Chidu, Keelung, Taiwan 206
Republic of China

EFFECTIVE NOV 0 2 2006