

AGREEMENT

10099



THIS AGREEMENT entered into as of this 30th day of
November, 1973.

WHEREAS, the undersigned carriers (hereafter the "carrier members") own or operate container vessels in common carrier liner service between ports throughout the world in international commerce; and

WHEREAS, said carrier members recognize a need for exchange of information to facilitate long-range maritime industry planning with respect to a broad range of factors such as, but not limited to, environmental controls, intermodal regulations, technological developments, fuel and energy requirements, monetary and fiscal policies, port development and other governmental programs which affect maritime activities.

NOW THEREFORE, the parties agree as follows:

1. Establishment of Council

The undersigned carrier members, subject to all conditions and terms expressed in this agreement hereby agree to form the International Council of Containership Operators.

This Council shall be composed of one representative from each carrier member who shall be the chief executive officer, managing director or other person at the highest management level of the carrier member.

2. Purpose

The Council will provide a forum for the open discussion of all areas of concern to the carrier members in providing

scheduled containership common carrier service in international commerce by those persons with primary responsibility for the policies and actions of the respective Council members. If discussion results in any proposals and/or agreements of concerted action, those proposals or agreements shall be subject to the right of each member carrier to independent action and to necessary approvals or requirements of Governments. Nothing herein shall be construed as obligating any carrier member to provide or exchange information with other carrier members or the Council. Copies of all documents constituting information provided or data exchanged between the parties under authority of this agreement which concerns the foreign commerce of the United States shall be promptly furnished to the Commission.

3. Right to Independent Action

Inasmuch as the purpose of the Council is to provide a forum for discussion and exchange of information, all parties shall retain the right to direct their operations independently and will not be required to concur in any Council decision. Any agreement entered into by members of the Council will only bind those Council members who elect to be parties to such an agreement.

4. Governmental Approvals

In any case where as to any member carrier this agreement, or any further or other agreement reached pursuant to this agreement, is subject to any approval, consent or other requirement of any Government, this agreement, or such further or other agreement reached pursuant to this agreement, will be ineffective as to such member carrier until the approval or consent of the Government is granted, or the requirement is met.

5. Formation of Executive Committee

An Executive Committee consisting of not less than four nor more than twelve representatives shall be established to direct the affairs of the Council. The Council shall designate the members of this Committee by a majority vote, and the members of the Committee so elected shall hold office throughout the duration of the agreement and any extension thereof. The Committee shall schedule and arrange for Council meetings, establish the agenda for all meetings, approve and arrange payment of any Council expenses. A Chairman and Secretary of the Executive Committee shall be appointed by the vote of a majority of the Committee. The elected officers will also function in their appointed capacities at Council meetings.

6. Membership

Any operator of containerships providing scheduled common carrier service in international commerce may

Council by signing a copy of the agreement which will be provided upon request.

7. Consultation with Interested Parties

It is understood and agreed that the parties hereto will establish adequate procedures for consulting with Governmental and inter-Governmental bodies, port authorities and other port interests, exporters and importers for the purpose of obtaining and considering the views and comments of those persons.

8. Term

This agreement shall become effective concurrently with the effective date of the U.S. Trades Addendum to this agreement and will continue in full force and effect for a period of eighteen (18) months from such effective date. Subject to any required Governmental approvals referred to in Article 4 hereof, the term of this agreement shall be automatically extended for an additional eighteen (18) months unless a majority of the parties hereto elect to terminate this agreement thirty (30) days prior to the initial termination date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

OVERSEAS CONTAINERS LTD

By

R. O. C. SWAYNE
Chairman

BEN LINE CONTAINERS, LTD

By

M. F. STRACHAN
Chairman

AMERICAN PRESIDENT LINES, LTD SEA-LAND SERVICE, INC.

By

NORMAN SCOTT
President

By

PAUL F. RICHARDSON
President

HAPAG-LLOYD A.G.

By

H. J. KRUSE K. H. SAGER

ASSOCIATED CONTAINER TRANSPORTATION (AUSTRALIA) LTD

By

J. G. PAYNE
Managing Director

NIPPON YUSEN KAISHA

By

Y. ARIYOSHI
Chairman

MITSUI OSK LINES

By

I. MAEDA
Managing Director

THE SWEDISH EAST ASIA CO LTD

By

K. VON SYDOW
Managing Director

UNITED STATES LINES, INC.

By

E. J. HEINE, JR.
President

N. V. NEDERLANDSCHE SCHEEPVAART UNIE

By

M. F. VAN LENNEP
Member of the Board

FEDERAL MARITIME COMMISSION
Agreement No. 10199
Filed _____
Approved FR