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Ocean Carrier Equipment
Management Association
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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION

equipment with shippers and/or consignees, their agents or subcontractors, and other persons or entities, including: uniform or differential terms pertaining to insurance, liability for loss or damage (whether of or to equipment, or the person or property of third parties) maintenance and repair, credit, billing, and collection practices, terminal handling and destination delivery charges, free time, detention and demurrage charges; other charges, surcharges, or assessments to shippers, consignees, or their agents or subcontractors, and other persons or entities relating to the storage, repositioning, handling, availability, interchange, or use of equipment ~~stored at port or inland~~ terminals or at facilities operated by shippers or other entities, or moving between U.S. ports and inland locations, or between inland locations in the U.S.; the pass through of all or portions of any charges, surcharges or assessments imposed in the U.S. by inland carriers, terminals, ports, or governmental or public bodies on the use, storage, or transport of loaded or empty containers; terms of equipment interchange or use agreements; and all conditions, classifications, rules, and practices pertaining to the availability, lease, use, delivery, acceptance, interchange, refusal, handling, documentation, transfer, storage, inland transportation, and delivery of equipment whether or not

days following the effective date of its withdrawal. Payment of such amounts shall be due at the same time payment is due from the other members of the Agreement.

5.5 For purposes hereof, references to "equipment" shall mean containers, trailers, chassis, and other intermodal equipment. References to "other persons or entities" shall mean logistics providers, pool operators, marine and rail terminal operators, ports, inland freight brokers, inland carriers, operators of motor vehicles capable of hauling equipment, freight forwarders, companies engaged in the rental, lease or interchange of equipment for compensation ("rental company"), and other providers of transport services or equipment in connection with the U.S. inland portion of international movement of containerized shipments. References to "terminals" shall marine and inland intermodal terminals unless otherwise specified.

5.6 Voluntary agreements reached hereunder may be published in the applicable tariffs or service contracts of the parties. The parties are authorized to discuss, share information, and reach agreements with respect to matters within the subjects included in Article 5 hereof which are pending before or were decided by other carrier agreements to which one or more of the Parties hereto are a party. The parties are

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further authorized to agree to adopt similar provisions for their respective agreement or individual tariffs or service contracts or to recommend actions to other agreements through common members. If a party's applicable tariff or service contract is published or authorized by a conference or other carrier agreement filed with the FMC, such party may bring the agreement reached hereunder to the conference or agreement for consideration and adoption by it. The parties may agree to

publish a tariff(s) under the auspices of the Agreement covering subjects authorized by this Article in which all of the parties may participate.

5.7 Subject to Article 5.3 hereof, the parties are authorized to enter into implementing and interstitial arrangements, writings, understandings, procedures and documents within the scope of the authorities set forth in this Article 5 in order to carry out the authorities and purpose hereof.

5.8 Subject to the Shipping Act of 1984, as amended, two or more of the parties are authorized, but not required, to meet with the owners or operators of inland depots, equipment pools, rental companies, or inland terminals to discuss, negotiate, and agree upon matters, including rates, terms, conditions, procedures, and charges related to the use of inland depots, pools, and terminals, and the use, receipt, lease, storage, repair and interchange of equipment. Two or more of the parties are further authorized, but not required to meet, discuss and agree upon general guidelines and procedures relating to the disposition of equipment including by way of sale, purchase, lease, sublease, contribution, or otherwise by or to other parties and/or other persons or entities. Subject to the Shipping Act of 1984, as amended, two or more of the parties are authorized, but not required, to meet with the owners or

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operators of rail and motor carriers to discuss, negotiate, and agree upon matters, including rates, terms, conditions, procedures, and charges related to (i) insurance, (ii) the use and establishment of inland depots, pools, and

terminals, and (iii) the use, receipt, lease, storage, repair and interchange of equipment. Subject to any restrictions in the Shipping Act of 1984, as amended, the parties may also discuss, negotiate and agree upon joint contracts, joint purchase and joint lease of inland transport services, inland depot services, pools, equipment, terminals, and other facilities. The Parties are authorized to meet, discuss and agree among themselves on matters included in this paragraph; provided, however, that notwithstanding any other provision hereof, this Agreement does not authorize the parties to negotiate, agree upon, or jointly contract for freight rates or compensation to be paid by the parties to motor carriers and/or port truck drivers.

5.9 In furtherance of the authority contained in Article 5, the parties are authorized to obtain, compile, maintain, and exchange among themselves, information related to any aspect of insurance, inland transport, inland depots, pools, terminals and/or equipment use. Such information may include records, statistics, studies, compilations, projections, costs, and documents of any kind or nature whether prepared by the parties or obtained from outside sources relating to matters authorized by Article 5.

5.10(a) The parties are authorized to discuss, agree upon, adopt, revise, and implement voluntary guidelines relating to the terms and procedures of individual service contracts on subjects authorized by Article 5.1. Any such voluntary guidelines adopted by the parties shall explicitly state that the parties have the right not to follow the guidelines and shall be submitted confidentially to the Federal Maritime Commission.

(b) Any committee recommendations to the Agreement to adopt or increase charges, surcharges, or assessments to shippers or consignees, whether or not relating to individual service contracts, will be submitted confidentially to the Federal Maritime Commission.

5.11 The parties are authorized to discuss and agree upon a standard tariff for matters relating to Article 5.1 and the Parties' individual service contract terms. The Parties are also authorized to discuss and agree upon standard bill of lading terms, including without limitation, terms for cargo and equipment damage or loss, delivery and receipt of shipments, and other losses, expenses or liabilities.

5.12 The parties are authorized but not required to incorporate the Agreement as a non-profit corporation under the laws of the District of Columbia with all of the rights and authorities permitted for such entities under D.C. law. When

established, no stock shall be issued or dividends paid, and no part of the income of the corporation shall be distributed to the members, directors, officers or any party to this Agreement. All members of the Agreement will be members of the corporation.

5.13 The parties are authorized but not required to meet, discuss, share information and agree upon matters including, but not limited to, the establishment of rates, terms, conditions, procedures and charges related to the creation and operation of equipment pools at ~~port and inland~~ terminals and depots, and the contribution, use, receipt, lease, storage, repair, inspection, maintenance, interchange and tracking of pooled equipment. Such pooled equipment may be interchanged with ocean carriers, marine terminal operators, rail terminal operators, container yard operators, rental companies, shippers, inland carriers, and logistics providers. The parties may also form, own and operate corporations, limited liability companies, holding companies or other entities, formed either for profit or not for profit, to establish, own and/or operate equipment pools or pool-owning companies. Such pools may be operated directly by a company formed hereunder or through contracts with third party pool management entities. Any two or more of the~~The parties and any two or more of the owner, operator, users and/or contributors of a pool established hereunder~~ may also discuss and agree on the

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distribution or use of pool revenues in excess of costs,
assessments to cover deficits in pool operations or other pool
obligations; valuation of equipment for liability, loss, usage,
rental, sale or other purposes; and liability, indemnity and
insurance requirements

for users, contributors, pool vendors, and inland carriers; removal of equipment deemed excess to pool requirements; and the lease of additional equipment to meet pool demands. The parties may also, themselves or with users of chassis pools, form a purchasing group within the association or form affiliated corporate or other entities to procure insurance covering liabilities arising out of or related to chassis and/or chassis pool operations.

5.14 The parties are authorized, but not required to meet, discuss, exchange information and data, and reach agreement amongst themselves or with ~~third parties~~ other persons or entities regarding the establishment of industry standards or guidelines relevant to the safety, maintenance, inspection, repair, valuation, availability, or operating procedures of intermodal equipment.

5.15 The parties are authorized, but not required to meet, discuss, exchange information, and reach agreement amongst themselves or with third parties, including the owners or operators of ~~marine terminals, rail terminals, and other inland depots and terminals,~~ regarding the establishment of processes relating to the interchange or return of equipment pursuant to equipment interchange agreements or otherwise, and processes relating to the inspection, maintenance and repair of equipment, including processes to facilitate compliance with state and

federal safety regulations. Included in such processes are the use
of electronic

member of the Agreement shall have one vote on the SSC. A quorum to conduct business at SSC meetings (including polls and conference calls) shall be two-thirds (2/3) of the SSC membership and decisions subject to voting may be taken by a vote of at least two-thirds (2/3) of the parties.

6.2 From time to time, the parties shall designate a Chairman and one or two Vice Chairman ~~Chairmen~~ from among the members. The Chairman shall officiate at full meetings of the parties. In the Chairman's absence, ~~the~~ a Vice Chairman or other Executive Committee member shall officiate. The parties may appoint an Executive Director who shall act as Secretary and serve as administrator of the Agreement. The Chairman may also appoint committees to focus on matters within the scope of the Agreement.

6.3 The SSC shall elect an Executive Committee ("ExCom") comprised of members of the SSC to manage the affairs of the corporation formed pursuant to Article 5.12. The ExCom shall oversee the corporation and Agreement budget, finances, and administration and is authorized to retain consultants, attorneys, and/or accountants on behalf of the corporation and Agreement. The ExCom may act on policy matters that arise between SSC meetings. The size of the ExCom shall be established by resolution of the SSC but, in addition to the Chairman and any Vice Chairmen, shall have no less than five (5)

nor more than nine (9) members. The Chairman and Vice ~~Chairman~~
Chairmen of the Agreement shall hold the same positions within the
ExCom. The ExCom may appoint such other officers and take such
actions as required for the administration of the corporation.
Two thirds (2/3) of the ExCom shall constitute a quorum for the
transaction of business at ExCom meetings and decisions subject to
voting may be taken by a majority of the ExCom members present at
a meeting at which a quorum is present.

6.4 An Operations Council, comprised of representatives
of all member lines, shall be a standing committee authorized to
review and make recommendations to the Executive Committee and SSC
on operational and related policy matters within the scope of the
Agreement.

6.5 In addition to the Chairman and Secretary,
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 Membership - Any ocean common carrier in the Trade
or any agreement of ocean common carriers formed under section 4 of
the Shipping Act of 1984, as amended, is eligible for

shipper's request or complaint shall be considered by the Agreement and the Agreement shall promptly thereafter notify the shipper of its decision. By action of the parties, the Chairman, or Secretary or any committee of the Agreement may consult with shippers to prevent and eliminate malpractices and resolve disputes commercially or to discuss any matter of concern to shippers or ocean carriers which is within the scope of Article 5 hereof.

ARTICLE 13: INDEPENDENT ACTION

See Articles 6.1, 6.3 and 8.1.