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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

No. 2

Ocean Carrier Equipment
Management Association
FMC No. 202-011284-~~066072~~
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Fourth Edition

ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the Ocean Carrier Equipment Management Association ("OCEMA").

ARTICLE 2: PURPOSE OF AGREEMENT

The purpose of this Agreement is to permit the parties to discuss, evaluate and reach agreement with respect to matters pertaining to the interchange, transportation, use and operation of carrier equipment in the United States.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to this Agreement are listed in Appendix A hereto. See also Article 7.1.

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, two or more of the parties are authorized, but not required, to meet, discuss and agree upon all matters in the Trade relating to the interchange of carrier

equipment with or the provision of equipment to shippers and/or consignees, their agents or subcontractors, inland carriers, 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, their agents or subcontractors, and other persons or entities relating to the storage, repositioning, handling, availability, interchange, or use of equipment at 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 or non-availability, lease, use, delivery, acceptance, interchange, costs, absorption or payment of costs, refusal, handling, documentation, transfer, storage, inland

transportation, and delivery of equipment whether or not

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moving under through bill of lading or otherwise, by direct service or transshipment, and whether moving under conference or individual tariffs, service contracts or otherwise, including the terms of bills of lading, service contracts, or tariffs relating to the foregoing.

5.2 The parties may exchange information, statistics, reports, studies and other data pertaining to matters within the scope of Article ~~5.1-5.~~

5.3 Without limitation, any agreement reached on tariff rate or service items shall be a matter of voluntary adherence by each party and nothing in this Agreement shall prevent any party from departing from such agreement at any time with notice to the Agreement.

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. Any member that withdraws from the Agreement shall be responsible to pay its share of Agreement expenses,

including but not limited to Agreement dues and the cost of any Agreement policing program, through the period ending ninety (90)

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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 mean 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 agreements 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