NAME: VESSEL OPERATORS HAZARDOUS MATERIAL ASSOCIATION AGREEMENT

FMC NO.: 

CLASSIFICATION: COOPERATIVE WORKING AGREEMENT 

EXPIRATION DATE: NONE
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Vessel Operators Hazardous Material Association Agreement
FMC No.________________________

ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the 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 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 Without limitation, any agreement reached on rate or service items subject to tariff filing pursuant to Section 8(a) of the Shipping Act of 1984 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.

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 Membership - Any ocean common carrier in the Trade is eligible for 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.
ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY

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ARTICLE 7: MEMBERSHIP, WITHDRAWAL AND EXPULSION

7.1 Membership - Any ocean common carrier in the Trade is eligible for membership in this Agreement upon execution of a counterpart hereof.

7.2 Withdrawal - Any party may withdraw from this Agreement at any time by prior written notice to the Agreement.
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7.3 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, 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. Voting may also take place through telex, telephone or telefax 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.
7.3 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.

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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.
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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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.
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This Agreement shall continue in effect indefinitely, and the parties may terminate the Agreement at any time.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.
Vessel Operators Hazardous Materials Association Agreement

SIGNATURE PAGE

Party's Name: EVERGREEN INTERNATIONAL(USA) CORP
as agent for EVERGREEN MARINE CORPORATION (TAIWAN) LTD.

Signed By: JOHN HSU

Title: SENIOR VICE PRESIDENT

Date: JUNE 29, 1990

Signature: [Signature]
SIGNATURE PAGE
Party's Name: **SEA-LAND SERVICE, Inc**
Signed By: **Michael J. Augustyniak**
Title: **Mgr. Bulk Hazardous Materials**
Date: **6/29/96**
Signature: **Michael J. Augustyniak**
VESSSEL OPERATORS HAZARDOUS MATERIALE ASSOCIATION AGREEMENT

FMC No.: ________

PARTY'S NAME: NIPPON YUSEN KAISHA, LTD.

SIGNED BY: ________________________

TITLE: ____________________________

DATE: 7/3/9

SIGNATURE: ________________________
SIGNATURE PAGE

Party's Name: P & O CONTAINERS LIMITED

Signed By: THOMAS A. YOST

Title: EXECUTIVE VICE PRESIDENT - OPERATIONS
       NORTH AMERICAN TRADE

Date: JUNE 29, 1990

Signature: [Signature]

Vessel Operators Hazardous
Materials Association Agreement
FMC No.
SIGNATURE PAGE

Party's Name: "K" Line America, Inc. as agent for Kawasaki Kisen Kaisha, Ltd.

Signed By: U. Janssen

Title: Vice President

Date: June 26, 1990

Signature: [Signature]
VESSSEL OPERATORS HAZARDOUS
MATERIALS ASSOCIATION AGREEMENT

FXC No. ______________________

PARTY'S NAME: ____________________________________________________
America-Africa Europe Line (AABEL)

SIGNED BY: _______________________________________________________
P.H.D. Toosley

TITLE: _____________________________________________________________
Owner's Representative

DATE: _____________________________________________________________
July 5th, 1990

SIGNATURE: _____________________________________________________
[Signature]

FMC Agreement No.: 011290 Effective Date: Thursday, August 9, 1990
Downloaded from www.fmc.gov on Monday, September 5, 2022
VESSEL OPERATORS HAZARDOUS
MATERIALS ASSOCIATION AGREEMENT

FMC No._____________________

PARTY'S NAME: ZIM ISRAEL NAVIGATION CO., LTD.

SIGNED BY: JOHN MILLARD

TITLE: Senior Vice President

DATE: July 5, 1990

SIGNATURE: [Signature]
VEssel Operators Hazardous Materials Association Agreement

FMC No.: ____________

PARTY'S NAME: Atlantic Container Line

SIGNED BY: Kolmon Kormondy

TITLE: Hazardous Material Manager

DATE: 7/3/90

SIGNATURE: [Signature]

Post-it™ brand fax transmittal memo 7971

To: William Pellack
From: Kolmon Kormondy
Sub: New London Reductions
Dept. 3rd AS
Phone: 668-5553 (207)
Fax: 207-857-2850
VEssel Operators Hazardous Materials Association Agreement

FMC No. ____________________________

Party’s Name: MAERSK INC.

Signed By: J. O. NIELSEN

Title: GEN. MGR OPERATIONS/INTERMODAL

Date: JULY 5TH, 1990

Signature: [Signature]

** TOTAL PAGE 002 **
VESSEL OPERATORS HAZARDOUS MATERIALS ASSOCIATION AGREEMENT

FMC No.: __________

PARTY'S NAME: HAPAG-LLOYD AG

SIGNED BY: TIMOTHY P. COLLINS

TITLE: VICE PRESIDENT OPERATIONS

DATE: JULY 05, 1990

SIGNATURE: Timothy P. Collins
VESEL OPERATORS HAZARDOUS MATERIALS ASSOCIATION AGREEMENT

FMC NO. ______________________

PARTY'S NAME:  Wilhelmson Lines (USA) Inc.

SIGNED BY:  Patrick J. O'Boyle

TITLE:  Commercial Manager

DATE:  7/6/90

SIGNATURE:  [Signature]
Vessel Operators Hazardous Material Association Agreement

Party's Name: Farrell Lines Incorporated

Signed By: James E. Bambrick

Title: Senior Vice President

Date: 7/11/90

Signature: [Signature]

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VESSSEL OPERATORS HAZARDOUS MATERIALS ASSOCIATION AGREEMENT

FMC NO.________________________

PARTY'S NAME: ________________ MITSUI O.S.K. LINES (AMERICA) INC.________________________

SIGNED BY: __________________ ISAO OKADA________________________

TITLE: ___________________ VICE PRESIDENT________________________

DATE: ___________________ JULY 3, 1990________________________

SIGNATURE: __________________________
APPENDIX A -- Parties to the Agreement

America-Africa-Europe Line GMBH
Klopstockstrasse 1
D-2000 Hamburg 50
West Germany

Atlantic Container Line BV
Atlantic House
Herbert Walker Avenue
Southampton 509 1HA, England

Evergreen Marine Corporation (Taiwan), Ltd.
Evergreen Building
63, Sung Chang Road
Taipei, Taiwan

Farrell Lines, Inc.
One Whitehall Street
New York, New York 10004

Hapag-Lloyd AG
Ballindamm 25
2000 Hamburg 1
West Germany

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

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

A. P. Moller-Maersk Line
Esplanaden 50
DK - 1098 Copenhagen, Denmark

Nippon Yusen Kaisha Line
CPO Box 1250
Tokyo 100-91 Japan
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Appendix A - Original Page 2

P&O Containers, Ltd.
Beagle House
Braham Street
London E1 8EP

Sea-Land Service, Inc.
P.O. Box 800
Iselin, New Jersey 08830

Wilh. Wilhelmsen Ltd. AS
Roald Amundsens gate 5
0161 Oslo 1, Norway

Zim Israel Navigation Co., Ltd.
P.O. Box 1723
Haifa, Israel
APPENDIX A -- Parties to the Agreement

America-Africa-Europe Line GMBH
Klopstockstrasse 1
D-2000 Hamburg 50
West Germany

Atlantic Container Line BV
Atlantic House
Herbert Walker Avenue
Southampton 509 1HA, England

Evergreen Marine Corporation (Taiwan), Ltd.
Evergreen Building
63, Sung Chang Road
Taipei, Taiwan

Hapag-Lloyd AG
Ballindamm 25
2000 Hamburg 1
West Germany

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

A. P. Moller-Maersk Line
Esplanaden 50
DK - 1098 Copenhagen, Denmark

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

P&O Containers, Ltd.
Beagle House
Braham Street
London E1 8EP

Sea-Land Service, Inc.
P.O. Box 800
Iselin, New Jersey 08830
Wilh. Wilhelmsen Ltd. AS
Roald Amundsens gate 5
0161 Oslo 1, Norway

Zim Israel Navigation Co., Ltd.
P.O. Box 1723
Haifa, Israel