Israel Trade Conference
Agreement No. 202-011346-014
(2nd Edition)
Original Title Page

Agreement Name:	ISRAEL TRADE CONFERENCE
FMC Number:	AGREEMENT NO. 202-011346-014 (2nd Edition)
Generic Classification:	CONFERENCE AGREEMENT
Original Effective Date:	October 31, 1991
Expiration Date:	*NONE*

RESTATEMENT OF AGREEMENT

ISRAEL TRADE CONFERENCE

ARTICLE 1 - NAME

The full name of this Conference shall be the "Israel Trade Conference" ("Conference").

ARTICLE 2 - PURPOSE

The purpose of this Agreement is to promote stability in the Trade and authorize and set forth the governing terms and conditions for the establishment and maintenance by the Parties of agreed rates, charges and practices for or in connection with the transportation of cargo in the Trade as provided for herein.

ARTICLE 3 - PARTIES

The parties to this Agreement ("Parties") are listed in Appendix A.

ARTICLE 4 - GEOGRAPHIC SCOPE

This Agreement covers the all-water and intermodal transportation of cargo, direct or via transshipment, between United States Atlantic, Gulf, Great Lakes and Pacific ports (including, without limitation, ports in the states of Hawaii and Alaska), and United States inland points (microbridge service) and coastal points (minilandbridge service) via such U.S. ports,

the terms, organization, and procedures for cargo inspection systems in the Trade.

5.14 The Parties may establish committees under such terms and conditions as they see fit and delegate any authority (including but not limited to ratemaking authority) granted to the Conference under this Agreement to a committee or jointly to committees.

5.15 Agree upon the terms and conditions pursuant to which a Party may charter space on any other Party's vessel for the transportation of cargo in the trade covered by this Agreement on an *ad hoc*, emergency or interim basis. Any such chartering agreement entered into on an on-going basis (i.e., for more than 90 days) will be filed with the FMC. In addition, the Conference shall submit a semi-annual report stating the names of the parties to chartering arrangements hereunder, the amount of space chartered (expressed in TEU's), the commencement and termination date of such activity, and port or ports to or from which it applies. In the event that no activity has taken place, the report shall so state.

5.16 Notwithstanding anything in this Agreement to the contrary, effective October 1, 2005, the Parties may exercise the authority contained in Articles 5.1 through 5.14 hereof only with respect to (i) cargo moving for the account of the Israeli Ministry of Defense, Israel Military Industries (TASS) and/or Israel Aircraft Industries ("MOD cargo"); (ii) conference service contracts in effect

prior to October 1, 2005 and conference tariff(s) referenced by such service contracts.

ARTICLE 6 - AGREEMENT OFFICIALS

6.1 The Parties may appoint a Chairman each year in rotation in alphabetical order from among the Lines to preside at Conference meetings. Alternatively, the Parties may designate the Secretary of the Conference or employ another individual as Chairman. In the absence of the Chairman at any meeting, an acting Chairman shall be selected for the conduct of the meeting by the Parties present.

6.2 Conference decisions and administrative matters are to be carried out by the Chairman (or a Secretary should one be employed by the Conference).

6.3 Upon action taken by the Parties in accordance with this Agreement, the Conference Chairman (or, if employed, Secretary) or Conference Counsel (including all members of the law firm of Conference Counsel) are each authorized to execute and file amendments to this Agreement, and any information in support thereof, with the FMC on behalf of the Parties.

ARTICLE 7 - MEMBERSHIP, WITHDRAWAL AND EXPULSION

7.1 Any ocean common carrier as defined in the Shipping Act of 1984, who has been regularly engaged as an ocean common carrier in the Trade or who furnishes evidence of ability and intention in good faith to institute and maintain a regular service in compliance with the lawful terms and conditions in

14.1(b) The Parties may adopt, repeal or amend standards or guidelines for the negotiation or amendment of all or a portion of the Agreement's service contracts, or of all or a portion of any single Agreement service contract, subject to such deviations or alterations as the parties may authorize from time to time.

14.2 (a) Any Party, either individually or jointly with any other Party or Parties, may negotiate, offer and/or enter into a service contract for the transportation of cargo in the trade (any such contract entered into by a single Party of jointly by multiple Parties is hereinafter referred to as an "individual service contract").

(b) The Parties are authorized, but not required, to discuss and agree upon any and all terms of their respective individual service contracts and to exchange and discuss any and all information and data concerning their respective individual service contracts. The Parties are authorized to discuss, agree upon, adopt, revise and implement voluntary guidelines relating to the terms and procedures of individual service contracts. 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.

14.3 Notwithstanding anything in this Agreement to the contrary, effective October 1, 2005, the Parties shall exercise the authority contained in Article 14.1 and Article 14.2(b) only

with respect to: (i) conference contracts in effect prior to that date; and (ii) contracts covering MOD cargo.

ARTICLE 15 - ORGANIZATION AND ADMINISTRATION

15.1 The Conference may hire a full or part-time Secretary and/or Chairman and provide such staff and office facilities as may be deemed necessary for the conduct of the Conference's business. In addition, the Conference may share office space, equipment, personnel, administrative and related facilities with any other conferences or rate agreements. The Conference headquarters shall be maintained in such location as the Parties may agree from time to time.

15.2 The Conference office shall issue dockets for meetings, keep a record of proceedings, issue minutes and tariffs, rules and regulations, and perform such other duties relevant to this Agreement as may be delegated by the Parties. The Conference by unanimous consent may likewise delegate powers to committees and shall record such action in the minutes.

15.3 The Conference may compile, maintain and/or perform analyses of tonnage, revenue, or other statistics related to the trade and the Parties may distribute and utilize such statistics, or compilations or analyses thereof, as they deem necessary.

15.4 The expenses of Conference maintenance shall be apportioned among the Parties as may be from time to time