RECEIVED
2010 OCT 20 PM 1:06
OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

Original Title Page

THE WORLD LINER DATA AGREEMENT

A Cooperative Working Agreement

FMC Agreement No. **012108**

Expiration Date: None

This Agreement Has Not Been Published Previously

EFFECTIVE
DEC 4 2010
UNDER THE SHIPPING ACT OF 1984
Federal Maritime Commission

FMC Agreement No.: 012108-001 Effective Date: Thursday, January 27, 2011
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

TABLE OF CONTENTS

Article	Title	Page
1	Name of the Agreement	1
2	Purpose of the Agreement	1
3	Parties	1
4	Geographic Scope	2
5	Authority	2
6	Organization and Administration	5
7	Membership	6
8	Voting	7
9	Duration, Resignation and Expulsion	7
10	Governing Law/Dispute Resolution	9

FMC Agreement No.: 012108-001 Effective Date: Thursday, January 27, 2011
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

ARTICLE 1: NAME OF THE AGREEMENT

This agreement shall be known as the World Liner Data Agreement ("the Agreement").

ARTICLE 2: PURPOSES OF THE AGREEMENT

The purposes of the Agreement are to: (i) authorize the parties to implement an information collection and processing system relating to maritime transport services in the Trade (as hereinafter defined); (ii) to exchange and discuss such information to the full extent permitted by applicable law; (iii) to issue reports based on such aggregated/historic information and/or on information from publicly available sources; (iv) to establish and/or maintain one or more separate entities for purposes of facilitating the centralizing, compiling, aggregating, and exchanging of said information, and for other lawful purposes; and (v) to cause one or more of said entities to enter into one or more contracts with one or more third parties for the provision of services in connection the centralizing, compiling, aggregating, and exchanging of such information, or for other lawful purposes.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement shall consist of Members and Associates (as those terms are defined in Article 7). Members and Associates are referred to jointly as "Parties", and are listed in Appendix A hereto.

FMC Agreement No.: 012108-001 Effective Date: Thursday, January 27, 2011
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

RECEIVED
2010 NOV 23 PM 1 10
OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

ARTICLE 4: GEOGRAPHIC SCOPE

The scope of this Agreement is the trade between all ports in the United States and all ports worldwide (the "Trade"), including cargo movements originating and/or terminating at inland locations in the United States and all foreign countries.[1]

ARTICLE 5: AUTHORITY

5.1 The Members are authorized to form, maintain and/or dissolve such entities as they deem necessary or appropriate for the exercise of the authority contained herein. Without limiting the foregoing, the Members initially shall form and/or maintain a UK mutual association to be known as World Liner Data Limited (the "Company"). The Company shall be governed in accordance with its Articles of Association and its bylaws. The Members are authorized to establish representative offices of the foregoing entities in such locations as they deem appropriate.

5.2 The Parties are authorized to gather, compile, aggregate, exchange, and disseminate the following data:

[1] Although the activities described herein shall also be undertaken with respect to trades between the European Union and countries other than the United States, such trades are not within the scope of the U.S. Shipping Act or the jurisdiction of the Federal Maritime Commission ("FMC") and therefore are not included in this Agreement.

FMC Agreement No.: 012108-001 Effective Date: Thursday, January 27, 2011
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

(a) Demand Forecasts – Periodic forecasts of demand for containerized vessel space in the Trade for dry and reefer cargoes, to be prepared using past aggregated cargo volumes derived from the volume database described in Article 5.2(c) below, econometric forecasting, the experience of the Parties, and publicly available sources.

(b) Supply Side Forecasts – Periodic forecasts of the supply of containerized vessel space in the Trade, to be prepared using information available to the public such as reports and data prepared by third parties, container vessel liner schedules, announcements about new vessels and services, and other information published by lines.

(c) Volume Database – A database of the volume of dry and reefer cargo moved by the Parties in each direction in the Trade, capable of generating reports for various periods of time and various portions of the Trade.

(d) Price Index – A periodic index split by dry and reefer cargo reflecting aggregate average revenue per TEU (i.e., such as ocean freight, BAF, CAF and THC) earned by the Parties per trade direction (import or export). This index shall be constructed based on a single revenue number, and shall not break out surcharges separately.

(e) Special *Ad Hoc* Reports – Subject to applicable legal requirements, such special, *ad hoc* reports as may be agreed from time to time.

5.3 The Parties are authorized to meet and discuss the foregoing data; provided, however, that these data are made available to the public as the Members may agree from time to time and that commercially sensitive issues are not discussed. The Parties may neither confirm nor contest the supply

FMC Agreement No.: 012108-001 Effective Date: Thursday, January 27, 2011
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

forecasts or otherwise disclose commercially sensitive information during such meetings. A reasonable fee may be charged for the forecasts and/or reports made available to the public.

5.4 The Members are authorized to cause one or more of the entities formed pursuant to this Agreement to enter into one or more contracts with service providers in order to implement this Agreement, including contracts pursuant to which such service providers gather data from the Parties, compile it, disseminate it to the Parties, and/or market it to the Parties and third parties. Dissemination of data shall be undertaken pursuant to guidelines on dissemination, timing and aggregation to meet applicable legal and regulatory requirements.

5.5 Each of the Parties hereby agrees that it shall provide the data described in Article 5.2 (as it may be amended from time to time) to the designated service provider(s) in a timely manner, in the form and at the intervals agreed upon by the Parties and the service provider, and that such data shall be complete and accurate. In the event a Party fails to provide data, provides data that is untimely, inaccurate, or in the incorrect format, it will be notified in writing of such deficiency(ies) by the Company or its contractor, may have its access to data restricted, and/or may be subject to the sanctions set forth in Article 9.3 hereof.

FMC Agreement No.: 012108-001 Effective Date: Thursday, January 27, 2011
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

5.6 Aggregated and individual volume data relating to the Trade will be disseminated to Parties who are in compliance with their obligations under this Agreement on such terms as the Parties may agree from time to time. Such data shall be used by the Parties only for their respective individual purposes, and shall not be provided to any third parties (except in accordance with Article 5.3 hereof).

5.7 The Parties are not authorized hereunder to discuss or agree upon the vessel capacity to be deployed by any of them. The Parties are not authorized hereunder to discuss or agree upon the rates, charges, or terms and conditions of transport to be offered by any of them.

5.8 It is the intent of the Parties that the authority contained in this Agreement be interpreted, exercised and implemented in a manner that is consistent with applicable law, including the guidelines of the European Commission on the application of Article 101 TFEU to maritime transport services, especially with any safety mechanisms with respect thereto, in addition to meeting U.S. regulatory requirements under the Shipping Act of 1984, as amended.

ARTICLE 6: ADMINISTRATION OF AGREEMENT

6.1 The Agreement shall be administered by such individual(s) and/or entities as the Members may designate from time to time. Each individual and/or entity so designated shall be responsible for those duties assigned him/her by the Members from time to time.

FMC Agreement No.: 012108-001 Effective Date: Thursday, January 27, 2011
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

6.2 Agreement expenses may be paid by the Company or its contractor, or paid by the Parties in such shares as the Members may agree from time to time. The share of costs to be paid by a Party may be different for Members and Associates.

6.3 Upon action taken by the Members hereunder, Agreement counsel is hereby authorized to prepare amendments to this Agreement and information relating thereto, and to execute and file same with the Federal Maritime Commission.

ARTICLE 7: MEMBERSHIP

Any ocean common carrier (as that term is defined by the U.S. Shipping Act of 1984, as amended) may become a Party to this Agreement. Such Party may, but is not required to be, a participant in the Company. Parties that are participants in the Company shall be Members and Parties that are not participants in the Company shall be Associates. Any amendment adding a Party hereto shall indicate if said Party is a Member or Associate. Carriers that are not ocean common carriers in the U.S. trades may participate in entities created hereunder, but shall not become Parties to this Agreement.[2]

[2] A list of such carriers is set forth in Appendix B hereto.

FMC Agreement No.: 012108-001 Effective Date: Thursday, January 27, 2011
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

ARTICLE 8: VOTING

Each Member shall have one vote. Associates shall not have any vote hereunder and the signature of Associates shall not be required to amend this Agreement. Except as otherwise provided herein, decisions hereunder shall be decided by a simple majority of the Members.

ARTICLE 9: DURATION, RESIGNATION AND EXPULSION

9.1 This Agreement shall become effective on the date it enters into effect under the U.S. Shipping Act of 1984, as amended, shall have an initial term of three (3) years, and shall remain in effect indefinitely thereafter. This Agreement may be terminated by the unanimous vote of the Members, less one.

9.2 Any Party may resign from this Agreement on not less than six months' advance written notice to the individual or entity designated under Article 6.1 hereof, such notice to become effective only on January 1 of the year following that in which notice of resignation was given and not sooner than the three-year anniversary of the effective date of the Agreement.

9.3 A Party's rights under this Agreement may be suspended and/or the Party may be expelled from this Agreement if:

(a) It has failed to pay any membership or other fees for which it is liable pursuant to the Articles of Association, rules adopted thereunder, or a contract between it and the Company;

FMC Agreement No.: 012108-001 Effective Date: Thursday, January 27, 2011
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

(b) It has breached its duty of confidentiality under this Agreement, the Articles of Association, rules adopted thereunder, or a contract between it and the Company;

(c) It has failed to submit data as required pursuant to Articles 5.2 and/or 5.5 hereof;

(d) It ceases to be an ocean common carrier;

(e) an Insolvency Event occurs with respect to the Party; or

(f) It does, or omits to do, anything which shall, or may, bring the Company or any associated company into disrepute, and there is evidence of such acts or omissions.

(g) For the purposes of Article 9.3, an "Insolvency Event" means, in relation to a Party, any of the following:

(i) the Party stops or suspends payment of any of its debts, or is unable to or admits inability to pay its debts as they fall due;

(ii) the Party commences negotiations or enters into a composition or arrangement with one or more of its creditors with a view to rescheduling any of its indebtedness (by reason of actual or anticipated financial difficulties);

(iii) a moratorium is declared in respect of any indebtedness of the Party;

(iv) any action, proceedings, procedure or step is taken in relation to:

FMC Agreement No.: 012108-001 Effective Date: Thursday, January 27, 2011
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

- the suspension of payments, winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Party; or

- the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Party or any of its assets;

(v) any event occurs, or proceeding is taken, with respect to such Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this Article 9.3(g); or

(vi) the value of the Party's assets is less than its liabilities (taking into account contingent and prospective liabilities).

9.4 Notice of any expulsion from this Agreement shall be provided promptly to the Federal Maritime Commission.

ARTICLE 10: GOVERNING LAW/DISPUTE RESOLUTION

This Agreement and any disputes or claims arising out of or in connection with it shall be governed by and construed in accordance with the law of England; provided, however, that nothing in this Article 10 shall relieve this Agreement or the Parties from their obligations under the U.S. Shipping Act of 1984, as amended. The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

FMC Agreement No.: 012108-001 Effective Date: Thursday, January 27, 2011
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

The World Liner Data Agreement
FMC Agreement No. **012108**

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative as of this 11th day of October, 2010.

Company: Independent Container Line (Associate)

By: JMK
Name: J. Kirkland
Title: CEO.

Company:

By:
Name:
Title:

Company:

By:
Name:
Title:

Company:

By:
Name:
Title:

Company:

By:
Name:
Title:

Company:

By:
Name:
Title:

Company:

By:
Name:
Title:

FMC Agreement No.: 012108-001 Effective Date: Thursday, January 27, 2011
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

The World Liner Data Agreement
FMC Agreement No. 012108

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative as of this 29 day of October, 2010.

Company: AWL Container Line Pty Ltd

By:
Name: John E. Lines
Title: Managing Director

Company:

By:
Name:
Title:

Company:

By:
Name:
Title:

Company:

By:
Name:
Title:

Company:

By:
Name:
Title:

Company:

By:
Name:
Title:

FMC Agreement No.: 012108-001 Effective Date: Thursday, January 27, 2011
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

SIGNATURE PAGE

Compañía Sud Americana
de Vapores S.A.

By: See attached signature page

FMC Agreement No.: 012108-001 Effective Date: Thursday, January 27, 2011
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

The World Liner Data Agreement
FMC Agreement No. 012108

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative as of this 13th day of ~~October~~ DECEMB, 2010.

Company: CSAV "Compañía Sudamericana de Vapores S.A."

By: _____
Name: Francisco Subiabre
Title: SVP Commercial & Marketing

FMC Agreement No.: 012108-001 Effective Date: Thursday, January 27, 2011
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have agreed this 13th day of December to amend this Agreement as per the attached page.

A.P. Moller-Maersk A/S trading under the name of Maersk Line

By:
Name: Wayne Rohde
Title: Attorney-in-fact

CMA CGM S.A.

By:
Name: Wayne Rohde
Title: Attorney-in-fact

Hamburg Südamerikanische Dampfschifffahrtsgesellschaft KG

By:
Name: Wayne Rohde
Title: Attorney-in-fact

Hapag-Lloyd AG

By:
Name: Wayne Rohde
Title: Attorney-in-fact

Compañía Chilena de Navegación Interoceánica S.A.

By:
Name: Wayne Rohde
Title: Attorney-in-fact

Mediterranean Shipping Company S.A.

By:
Name: Wayne Rohde
Title: Attorney-in-fact

Orient Overseas Container Line Ltd.

By:
Name: Wayne Rohde
Title: Attorney-in-fact

United Arab Shipping Company S.A.G.

By:
Name: Wayne Rohde
Title: Attorney-in-fact

FMC Agreement No.: 012108-001 Effective Date: Thursday, January 27, 2011
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

012108

RECEIVED
2010 NOV 12 AM 10: 54
OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

PARTIES TO THE AGREEMENT

Members:

ANL Container Line Pty Ltd.
Level 11
30 Convention Centre Place
South Wharf
Victoria 3006 Australia

A.P. Moller-Maersk A/S trading under the name Maersk Line
Esplanaden 50
DK-1098, Copenhagen, Denmark

CMA CGM S.A.
4, quai d'Arenc
13235 Marseilles Cedex 02, France

Compañía Chilena de Navegación Interoceánica S.A.
Plaza de la Justicia 59
Valparaiso, Chile

Hamburg-Sudamerikanische Dampfschifffahrtsgesellschaft KG
Willy-Brandt-Str. 59
20457 Hamburg, Germany

Hapag-Lloyd AG
Ballindamm 25
20095 Hamburg, Germany

Mediterranean Shipping Company S.A.
40 Avenue Eugene Pittard
1206 Geneva
Switzerland

Orient Overseas Container Line Ltd.
31st Floor, Harbour Centre
25 Harbour Road
Wanchai, Hong Kong

United Arab Shipping Company S.A.G.
P.O. Box 3636
Safat 13037
Kuwait

FMC Agreement No.: 012108-001 Effective Date: Thursday, January 27, 2011
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

EFFECTIVE
JAN 27 2011

RECEIVED
2010 DEC 13 PM 3:55
OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

PARTIES TO THE AGREEMENT (continued)

Compañía Sud Americana de Vapores S.A.
Plaza Sotomayor 50
P O Box 49-V
2360171 Valparaiso
CHILE

Associates:

Independent Container Line Ltd.
4801 Audubon Drive
Richmond, VA 23231

FMC Agreement No.: 012108-001 Effective Date: Thursday, January 27, 2011
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

List of Non-Ocean Common Carrier Parties

FMC Agreement No.: 012108-001 Effective Date: Thursday, January 27, 2011
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017