

information. For purposes of this Form, if one of the agreement signatories is a joint service operating under an effective agreement, that signatory shall respond to the Form as a single agreement party. For clarification of the agreement terminology used in this Form, the parties may refer to the definitions provided in 46 CFR 535.104. In addition, the following definitions shall apply for purposes of this Form: liner movement means the carriage of liner cargo by liner operators; liner cargo means cargo carried on liner vessels in a liner service; liner operator means a vessel-operating common carrier engaged in liner service; liner vessel means a vessel used in a liner service; liner service means a definite, advertised schedule of sailings at regular intervals; and TEU means a unit of measurement equivalent to one 20-foot shipping container. Further, when used in this Form, the terms "entire geographic scope of the agreement" or "agreement-wide" refer to the combined U.S. inbound trade and/or the combined U.S. outbound trade as such trades apply to the geographic scope of the agreement, rather than "sub-trades" which refer to the specific foreign countries and specific U.S. port ranges that are included in the geographic scope of the agreement. Whether required on a combined trade basis or a sub-trade basis, the U.S. inbound trade (or sub-trades) and the U.S. outbound trade (or sub-trades) shall always be stated separately.

Section I

Section I applies to all agreements and modifications to agreements identified in 46 CFR 535.502. Parties to such agreements must complete parts 1 through 4 of this section.

Part 1

State the full name of the agreement.

Part 2(A)

Provide a narrative statement describing the specific purpose(s) of the agreement pertaining to the parties' business activities as ocean common carriers in the foreign commerce of the United States.

Part 2(B)

Provide a narrative statement describing the commercial or other relevant circumstances within the geographic scope of the agreement that led the parties to enter into the agreement.

Part 3

List all effective agreements that cover all or part of the geographic scope of this agreement, and whose parties include one or more of the parties to this agreement.

Part 4(A)

Identify whether the agreement authorizes the parties to discuss, or agree upon, whether on a binding basis under a common tariff or a non-binding basis, any kind of rate or charge.

Part 4(B)

Identify whether the agreement authorizes the parties to establish a joint service.

Part 4(C)

Identify whether the agreement authorizes the parties to pool cargoes or revenues.

Part 4(D)

Identify whether the agreement authorizes the parties to discuss or exchange data on vessel-operating costs.

Part 4(E)

Identify whether the agreement authorizes parties to discuss service contract matters.

Part 4(F)

Identify whether the agreement authorizes the parties to discuss or agree on capacity rationalization as defined in 46 CFR 535.104(e).

Part 4(G)

Identify whether the agreement contains provisions that place conditions or restrictions on the parties' agreement participation, and/or use or offering of competing services within the geographic scope of the agreement.

Part 4(H)

Identify whether the agreement authorizes the parties to charter or use vessel space in exchange for compensation or services. This authority does not include capacity rationalization as referred to in part 4(F) of this section.

Part 4(I)

Identify whether the agreement authorizes the parties to rationalize sailings or services relating to a schedule of ports, the frequency of port calls, and/or the size and capacity of vessels for deployment. This authority does not include establishment of a joint service or capacity rationalization as referred to in parts 4(B) and 4(F) of this section.

Part 4(J)

Identify any other authority contained in the agreement that is not otherwise covered in part 4 of this section. If there is no other authority in the agreement, it shall be noted with the term "none" in response to part 4(J) of this section.

Section II

Section II applies to agreements identified in 46 CFR 535.502(a) that contain any of the following authorities: (a) the charter or use of vessel space in exchange for compensation or services; and/or (b) the rationalization of sailings or services relating to a schedule of ports, the frequency of port calls, and/or the size and capacity of vessels for deployment. Such authorities do not include the establishment of a joint service, nor capacity rationalization as defined in 46 CFR 535.104(e). Parties to agreements identified in this section must complete all items in part 1.

Part 1(A)

For the most recent 12-month period for which complete data are available, provide the number of vessel calls each party made at each port for its liner services that would be covered by the agreement within the entire geographic scope of the agreement.

Part 1(B)

Provide a narrative statement that clearly describes the nature, level, or type of any anticipated or planned changes in service at ports that the parties would implement under the agreement after it goes into effect. Examples of such changes include a change in the base port designation, the frequency of vessel calls, and the use of indirect as opposed to direct service. If no change is anticipated or planned, it shall be noted with the term "none" in response to part 1(B) of this section.

Section III

Section III applies to agreements identified in 46 CFR 535.502 that contain the authority to discuss or agree on capacity rationalization as defined in 46 CFR 535.104(e). Parties to such agreements must complete parts 1 through 3 of this section.

Part 1(A)

For the most recent calendar quarter for which complete data are available, provide the amount of vessel capacity for each party for each of its liner services that would be covered by the agreement within the entire geographic scope of the agreement, stated separately for the U.S. inbound and outbound trades as applicable to the geographic scope of the agreement. For purposes of this Form, vessel capacity means a party's total commercial liner space on line-haul vessels, whether operated by it or other parties from whom space is obtained, sailing to and/or from the continent of North America for each of its liner services that would be covered by the agreement. When 50 percent or more of the total liner cargo carried by all the parties in the geographic scope of the agreement during the calendar quarter was containerized, the amount(s) of vessel capacity for each party shall be reported in TEUs. When 50 percent or more of the total liner cargo carried by all the parties in the geographic scope of the agreement during the calendar quarter was non-containerized, the amount(s) of vessel capacity for each party shall be reported in non-containerized units of measurement. The unit of measurement used in calculating the amounts of non-containerized vessel capacity must be specified clearly and consistently applied.

Part 1(B)

Provide the percentage of vessel capacity utilization for each party for each of its liner services that would be covered by the agreement within the entire geographic scope of the agreement, corresponding to the figures and time period used in part 1(A) of this section, stated separately for the U.S. inbound and outbound trades as applicable to the geographic scope of the agreement. For purposes of this Form, the percentage of vessel capacity utilization means a party's total volume of liner cargo, for each of its liner services that would be covered by the agreement, carried on any vessel space counted under part 1(A) of this section, divided by its total vessel capacity as defined and derived in part 1(A) of this section, which quotient is multiplied by 100.