

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 4(B)**

Provide the percentage of vessel capacity utilization for each party for each of its liner services that would fall under the agreement within the entire geographic scope of the agreement, corresponding to the figures and time period used in part 4(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 fall under the agreement, carried on any vessel space counted under part 4(A) of this section, divided by its total vessel capacity as defined and derived in part 4(A) of this section, which quotient is multiplied by 100.

**Part 4(C)**

Provide a narrative statement describing the nature, basis, and effects of any significant changes in the amounts of vessel capacity, anticipated or planned for when the agreement goes into effect, for the parties' liner services that would fall under the agreement within the entire geographic scope

of the agreement. For purposes of this Form, the term "significant changes in the amounts of vessel capacity" means the removal from or addition to a liner service of vessels or vessel space for a fixed, seasonally planned, or indefinite period of time, as opposed to incidental operational changes when vessels may be temporarily repositioned or shifted from one service to another, or when vessel space may be temporarily altered, on short notice. If no significant change is anticipated or planned, it shall be noted with the term "none" in response to part 4(C) of this section.

**Part 5(A)**

For the same 12-month period used in parts 2 and 3 of this section, provide the number of vessel calls each party made at each port for its liner services that would fall under the agreement within the entire geographic scope of the agreement.

**Part 5(B)**

Provide a narrative statement that clearly describes the nature, level, or type of any changes, anticipated or planned for when the agreement goes into effect, in service at ports for the parties' liner services that would fall under the agreement within the entire geographic scope of the agreement. 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 5(B) of this section.

**Section V**

Section V applies to all agreements identified in 46 CFR 535.502. Parties to such agreements must complete all items in part 1 of this section.

**Part 1(A)**

State the name, title, address, telephone and fax numbers, and electronic mail address of a person the Commission may contact regarding the Information Form and any information provided therein.

**Part 1(B)**

State the name, title, address, telephone and fax numbers, and electronic mail address of a person the Commission may contact regarding a request for additional information or documents.

**Part 1(C)**

A representative of the parties shall sign the Information Form and certify that the information in the Form and all attachments and appendices are, to the best of his or her knowledge, true, correct and complete. The representative also shall indicate his or her relationship with the parties to the agreement.

**FEDERAL MARITIME COMMISSION**

**INFORMATION FORM FOR AGREEMENTS BETWEEN OR AMONG OCEAN COMMON CARRIERS**

**Section I**

**Part 1**

Agreement Name: \_\_\_\_\_

**Part 2**

(A) Narrative statement on agreement purpose: \_\_\_\_\_

(B) Narrative statement on the commercial or other circumstances requiring the agreement: \_\_\_\_\_

**Part 3**

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

**Part 4**

This agreement includes:

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| (A) Authority to discuss or agree upon rates or charges?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (B) Joint service?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (C) Pooling of cargoes or revenues?   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (D) Authority to discuss or exchange data on vessel-operating costs?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (E) Authority to discuss or agree on service contracts and their terms?   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (F) Authority to discuss or agree on capacity rationalization?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (G) Conditions or restrictions on the parties' agreement participation, and/or use or offering of competing services in the geographic scope? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (H) Authority to charter vessel space?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (I) Authority to rationalize sailings or services?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (J) Other authority:  | _____                        |                             |

**Section II**

**Part 1**

(A) Vessel Calls

Agreement-Wide Trade: U.S. Inbound (or Outbound) Name

Time Period: [12-Months]

[Port Names]

Carrier A [Name]

Port 1      Port 2      Port 3      Etc. . . .