

(4) The assignment of container freight station work and maintenance and repair work performed at a dock area or within the port area.

(c) *Applicability.* This section requires the disclosure of information by an ocean common carrier only if there exists an applicable and otherwise lawful collective bargaining agreement which pertains to that carrier.

(d) *Disclosure not deemed admission or agreement.* No disclosure made by an ocean common carrier shall be deemed to be an admission or agreement that any work is covered by a collective bargaining agreement.

(e) *Dispute resolution.* Any dispute regarding whether any work is covered by a collective bargaining agreement and the responsibility of the ocean common carrier under such agreement shall be resolved solely in accordance with the dispute resolution procedures contained in the collective bargaining agreement and the National Labor Relations Act, and without reference to this section.

(f) *Jurisdiction and lawfulness.* Nothing in this section has any effect on the lawfulness or unlawfulness under the Shipping Act of 1984, the National Labor Relations Act, the Taft-Hartley Act, the Federal Trade Commission Act, the antitrust laws, or any other federal or state law, or any revisions or amendments thereto, of any collective bargaining agreement or element thereof, including any element that constitutes an essential term of a service contract under section 8(c) of the Act (46 U.S.C. 40502).

[64 FR 11206, Mar. 8, 1999, as amended at 74 FR 50723, Oct. 1, 2009]

Subpart B—Filing Requirements

§ 530.8 Service Contracts.

(a) *Filing.* (1) Authorized persons shall file with BTA, in the manner set forth in appendix A of this part, a true and complete copy of every service contract and every amendment to a service contract no later than thirty (30) days after the effective date.

(2) Failure to file a service contract or amendment in accordance with paragraph (a)(1) of this section does not affect the applicability of the service contract or amendment to cargo re-

ceived on or after the effective date by the ocean common carrier or its agent.

(b) *Required terms.* Every service contract filed with the Commission shall include the complete terms of the service contract including, but not limited to, the following:

(1) The origin port ranges in the case of port-to-port movements and geographic areas in the case of through intermodal movements;

(2) The destination port ranges in the case of port-to-port movements and geographic areas in the case of through intermodal movements;

(3) The commodity or commodities involved;

(4) The minimum volume or portion;

(5) The service commitments;

(6) The line-haul rate;

(7) Liquidated damages for non-performance (if any);

(8) Duration, including the

(i) Effective date; and

(ii) Expiration date;

(9) The legal names and business addresses of the contract parties; the legal names of affiliates entitled to access the contract; the names, titles and addresses of the representatives signing the contract for the parties; and the date upon which the service contract was signed, except that in the case of a contract entered under the authority of an agreement or by a shippers' association, individual members need not be named unless the contract includes or excludes specific members. Subsequent references in the contract to the contract parties shall be consistent with the first reference (e.g., (exact name), "carrier," "shipper," or "association," etc.). Carrier parties which enter into contracts that include affiliates must either:

(i) List the affiliates' business addresses; or

(ii) Certify that this information will be provided to the Commission upon request within ten (10) business days of such request. However, the requirements of this section do not apply to amendments to contracts that have been filed in accordance with the requirements of this section unless the amendment adds new parties or affiliates;

(10) A certification of shipper status;

§ 530.9

(11) A description of the shipment records which will be maintained to support the service contract and the address, telephone number, and title of the person who will respond to a request by making shipment records available to the Commission for inspection under § 530.15 of this part; and

(12) All other provisions of the contract.

(c) *Certainty of terms.* The terms described in paragraph (b) of this section may not:

(1) Be uncertain, vague or ambiguous; or

(2) Make reference to terms not explicitly contained in the service contract itself unless those terms are readily available to the parties and the Commission.

(3) Pursuant to § 530.15(c), the carrier party to the service contract must, upon written request by the Commission, provide the Commission with the associated records of the referenced terms. For the purpose of paragraph (c)(2) of this section, the referenced terms will be deemed readily available to the Commission if the carrier party to the service contract provides the Commission with the associated records of the terms within thirty (30) days of the Commission's written request.

(d) *Other requirements.* Every service contract filed with BTA shall include, as set forth in appendix A to this part:

(1) A unique service contract number of more than one (1) but less than ten (10) alphanumeric characters in length ("SC Number"); and

(2) A consecutively numbered amendment number no more than three digits in length, with initial service contracts using "0" ("Amendment number");

(3) The filed FMC Agreement Number(s) assigned by the Commission under 46 CFR part 535 (if applicable); and

(e) *Exception in case of malfunction of Commission filing system.* In the event that the Commission's filing systems are not functioning and cannot receive service contract filings for twenty-four (24) continuous hours or more, an original service contract or amendment that must be filed during that period in accordance with paragraph (a)(1) of this section will be considered timely

46 CFR Ch. IV (10–1–22 Edition)

filed so long as the service contract or amendment is filed no later than twenty-four (24) hours after the Commission's filing systems return to service.

[64 FR 11206, Mar. 8, 1999, as amended at 64 FR 23793, May 4, 1999; 64 FR 41042, July 29, 1999; 77 FR 13510, Mar. 7, 2012; 82 FR 16296, Apr. 4, 2017; 85 FR 38089, June 25, 2020; 86 FR 21661, Apr. 23, 2021]

§ 530.9 Notices.

Within thirty (30) days of the occurrence of any event listed below, there shall be filed with the Commission, pursuant to the same procedures as those followed for the filing of an amendment pursuant to § 530.10 and appendix A to this part, a detailed notice of:

(a) Correction (clerical or administrative errors);

(b) Cancellation (as defined in § 530.10(a)(3));

(c) Adjustment of accounts, by re-rating, liquidated damages, or otherwise;

(d) Final settlement of any account adjusted as described in paragraph (c) of this section; and

(e) Any change to:

(1) The name of a basic contract party; or

(2) The list of affiliates under § 530.8(b)(9), including changes to legal names and business addresses, of any contract party entitled to receive or authorized to offer services under the contract.

§ 530.10 Amendment, correction, cancellation, and electronic transmission errors.

(a) *Terms.* When used in this section, the following terms will have these meanings:

(1) *Amendment* means any change to a service contract which has prospective effect and which is mutually agreed upon by the service contract parties.

(2) *Correction* means any change to a service contract which has retroactive effect.

(3) *Cancellation* means an event which is unanticipated by the service contract, in liquidated damages or otherwise, and is due to the failure of the shipper party to tender minimum cargo as set forth in the contract, unless such