MEMORANDUM OF UNDERSTANDING

Between

THE FEDERAL MARITIME COMMISSION

And

THE ANTITRUST DIVISION, DEPARTMENT OF JUSTICE

Relative To

COOPERATION WITH RESPECT TO PROMOTING COMPETITIVE CONDITIONS IN THE U.S.-INTERNATIONAL OCEAN LINER SHIPPING INDUSTRY

1. **PARTIES**. The Federal Maritime Commission (FMC) and the Antitrust Division of the United States Department of Justice (DOJ-ATR) (collectively, the agencies) are tasked with and dedicated to promoting competitive conditions in the U.S.-international ocean liner shipping industry, including terminal services provided to ocean liners (the Industry). A cooperative relationship between the agencies will be of substantial benefit to the agencies in carrying out their respective oversight and enforcement responsibilities.

2. **AUTHORITY**. The FMC is authorized to enter into this Agreement pursuant to 46 U.S.C. §§ 40101, 41302, 41307, 41308. The DOJ-ATR is authorized by 28 C.F.R. § 0.40.

3. **PURPOSE**. The purpose of this Agreement is to set forth terms by which the FMC and the DOJ-ATR will, consistent with applicable legal and confidentiality restrictions, share information related to, and cooperate in, the enforcement of antitrust and other laws related to the Industry, including 46 U.S.C. §§ 40101-44106, 15 U.S.C. § 1 *et seq.*, and 15 U.S.C. § 12 *et seq.*, for the purpose of improving each agency's effectiveness in carrying out its respective legal responsibilities.

4. **RESPONSIBILITIES**. Each agency shall designate a primary contact person to facilitate communications between and among attorneys, economists, and technical experts of the agencies. The agencies will confer at least once annually to discuss and review law enforcement, regulatory, and other matters related to competitive conditions in the Industry. Consistent with applicable legal and confidentiality restrictions, including those in 46 U.S.C. § 40306, 46 C.F.R. Part 503, 15 U.S.C. §§ 1311-1314, and 15 U.S.C. § 18a, the agencies will share with each other information and materials relevant to the competitive conditions in the Industry. Such information may include legal, economic, and technical assistance, including assistance during specific enforcement actions. This Agreement does not, and should not, be construed as a commitment, obligation, or transfer of funds; and it does not require or authorize any kind of financial commitment on the part of the agencies.

5. **SECURITY SAFEGUARDS AND REPORTING**. Each agency agrees to maintain reasonable physical, electronic, and procedural safeguards to protect the confidentiality of information shared under this Agreement against loss, theft, unauthorized disclosure, or unauthorized access. Neither agency will release information shared under this Agreement to the public or to any third party without the explicit permission of the originating agency. Each agency agrees to notify the other in the event of a breach of security safeguard or of any unauthorized or inadvertent release or disclosure of information shared under this Agreement.

6. **AMENDMENT AND TERMINATION**. This Agreement may be amended in the future by agreement between the agencies. Either agency may rescind it by notifying the other agency in writing at least 30 days before the date that the notifying agency wishes the recission to become effective.

EFFECTIVE this 12th day of July, 2021.

Richard A. Powers

Richard A. Powers
Acting Assistant Attorney General
Department of Justice, Antitrust Division

Daniel B. Maffei

Daniel B. Maffei
Chairman
Federal Maritime Commission