

Annex on International Maritime Transport Services [CA/IS/PA¹]**ARTICLE 1. Scope and Definitions**

This Annex applies to measures by Parties affecting trade in international maritime transport services [NZ* **propose:** as set out in each Party's Schedule and subject to any conditions, limitations or qualifications inscribed therein]. For the purpose of this Annex:

- (a) “international maritime transport services²” means maritime transport of cargo³ and/or passengers between a port of a Party and a port of another Party or a non-Party.
- (b) “maritime auxiliary services” means the following services:
 - (i) “maritime cargo handling services” means activities exercised by stevedore companies, including terminal operators, but not including the direct activities of dockers, when this workforce is organized independently of the stevedoring or terminal operator companies. The activities covered include the organisation and supervision of:
 1. the loading/discharging of cargo to/from a ship;
 2. the lashing/unlashing of cargo;
 3. the reception/delivery and safekeeping of cargoes before shipment or after discharge;
 - (ii) “storage and warehousing services” means storage services of frozen or refrigerated goods, bulk storage services of liquids or gases, and storage and warehousing services of other goods, including: cotton, grain, wool, tobacco, other farm products, and other household goods.;
 - (iii) “customs clearance services” (alternatively “customs house brokers’ services”) means activities consisting in carrying out on behalf of another party customs formalities concerning import, export or through transport of cargoes, whether this service is the main activity of the service provider or a usual complement of its main activity;
 - (iv) “container station and depot services” means activities consisting in storing containers, whether in port areas or inland, with a view to their stuffing/stripping, repairing and making them available for shipments;
 - (v) “Maritime agency services” means activities consisting in representing, within a given geographic area, as an agent the business interests of one or more shipping lines or shipping companies, for the following purposes:

¹ [CA **propose**, CO/TR **considering**: For greater certainty nothing in this Annex shall be interpreted to apply to fishing vessels as defined under a Party's domestic law, [NO **oppose**: nor does it apply to vessels or international maritime transport services suppliers that are subject to][NO **oppose**, CO/IS **considering**: Nor shall anything in this Annex affect the rights and obligations of a Party under] the *Agreement on Port State Measures to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing*.]

² [CO/CL/HK/JP/KR/MU/MX/NZ/PK/TR/TW **propose**; CR **considering**; IS **oppose**: For greater certainty, international maritime transport services shall not include cabotage in maritime transport services.]

³ A Party may refer to “cargo” as “freight” in its Schedule of Commitments.

1. marketing and sales of maritime transport and related services, from quotation to invoicing, and issuance of bills of lading on behalf of the companies, acquisition and resale of the necessary related services, preparation of documentation, and provision of business information;
 2. acting on behalf of the companies in organising the call of the ship or taking over cargoes when required;
- (vi) “freight forwarding services” means the activity consisting of organising and monitoring shipment operations on behalf of shippers, through the acquisition of transport and related services, preparation of documentation and provision of business information;
- (c) “multi-modal transport” means the carriage of goods by at least two different modes of transport, involving an international sea-leg, on the basis of a single transport document⁴;
- (d) “multi-modal transport operator” means the person on whose behalf the bill of lading or multi-modal transport document, or any other document evidencing a contract of multi-modal carriage of goods, is issued and that is responsible for the carriage of goods pursuant to the contract of carriage;
- (h) “services at the port” mean pilotage; towing and the tug assistance; provisioning, fuelling and watering; garbage collecting and ballast waste disposal; port captain’s services; navigation aids; shore-based operational services essential to ship operations including communications, water and electrical supplies; emergency repair facilities; anchorage, berth and berthing services.

ARTICLE 3. Flagged vessels [and recognition of vessel certificates]

[PA propose; AU/CA/JP/IL/NZ/PE/US oppose: A Party shall not adopt or maintain any measure that would restrict access of ships engaged in international maritime transport and flying the flag of a Party, or international maritime transport services and service suppliers of a Party, to international maritime markets and trades on a commercial and non-discriminatory basis.]

[PA propose; AU/CA/IL/PE/US oppose: in determining the nationality of a vessel, each Party shall recognise the nationality of vessels of another Party on the basis of the certificate of registry duly issued by the competent authority of that other Party in compliance with that other Party’s relevant laws and regulations.]

ARTICLE 4. Cargo-sharing arrangements

⁴ For the purpose of this definition, single transport document shall refer to a document that permits customers to conclude a single contract with a shipping company from a point of loading in one country to a point of delivery in another country. **[CR propose:** For greater certainty, the scope of application of this definition shall not imply the supply of a transport service.]

[AU/CA/CO/EU/HK/IL/IS/JP/LI/MU/NO/KR/PA/TW **propose;** CR/NZ/PK/TR **considering;** CL/PE **oppose:** A Party shall not adopt or maintain cargo-sharing arrangements in any agreement concerning international maritime transport services. Any such arrangements in any agreement in force or signed prior to the date of entry into force of this Agreement shall be terminated upon the entry into force of this Agreement.]

CH/CL/TR/US consider reflecting linkages to core text on NT and MFN provisions.

ALT. ARTICLE 4. Cargo-sharing arrangements

[AU/CA/CO/EU/HK/IL/IS/JP/LI/MU/NO/PA/TW **propose;** CL/CR/KR/NZ **considering;** PE /TR **oppose:** A party shall not adopt any cargo sharing arrangements in any arrangement concerning international maritime transport. Parties with existing cargo-sharing agreements between them shall terminate these upon this Agreement's entry into force. Parties with existing cargo sharing arrangements with non-parties will endeavour to terminate such arrangements as soon as practicable; these parties in any case undertake not to renew such arrangements and to list them clearly in their schedule to this Agreement, as a limitation to their commitments on international maritime transport.]

ARTICLE 5. Repositioning of empty containers

[AU/CA/CH/CO/EU/IL/HK/IS/JP/KR/LI/MU/MX/NO/PA/TW **propose;** CR/NZ/PK/TR **considering:** Subject to any terms, limitations, conditions and qualifications set out in its schedule, each Party shall permit international maritime transport service suppliers to reposition owned/leased empty containers, not being carried as cargo against payment, between ports located in the Party.

ARTICLE 7: Access to Ports, Services at the Port, Maritime Auxiliary Services and Multimodal Transport Operations

1. A Party shall not
 - (i) adopt or maintain any measure that would deny [CR considering: international maritime transport] services or service suppliers of any other Party access on [CR/NZ considering: reasonable and] non-discriminatory terms and conditions⁵:
 - to ports,
 - to infrastructure and services at the port, [CR considering: as well as
 - to maritime auxiliary services.]
 - (ii) adopt or maintain any measure that would deny multimodal transport operators access to road, rail or inland waterways transport services and related auxiliary services on [CR/NZ considering: reasonable] and non-discriminatory terms and conditions for the purpose of carrying out multimodal transport operations. Such

⁵ For greater certainty, nothing in this annex shall limit a party's right to apply its port-state control, or any other non-discriminatory measures.

access includes the ability of the multimodal transport operator to arrange for the conveyance of its cargo on a timely basis, including priority over other cargo which has entered the port at a later date.

2. [NZ considering: Paragraph 1 refers solely to the access to and use of the services or infrastructure as made available at the ports, but not the supply of the services, including the leasing of vessels, themselves.]
3. [A Party may under extraordinary circumstances derogate from the obligations in paragraph 1 by adopting, for the duration of such circumstances, measures towards another party based on a reservation set out in its schedule]

ARTICLE 13 Port fees and charges

[AU/CA/CH/CL/CO/CR/EU/HK/IL/IS/JP/KR/LI/MU/MX/NO/NZ/PA/PE/PK/TR/TW
propose: (a) Each Party shall recognise the International Tonnage Certificate (1969) duly issued to a vessel of an international maritime transport service supplier of another Party pursuant to the International Convention on Tonnage Measurement of Ships, 1969 (the Convention). Tonnage based port charges and expenses shall be collected on the basis of tonnage as stated in the International Tonnage Certificate (1969) or, in case of a vessel not subject to the Convention, the certificate of registry.

(b) If a Party decided to carry out an inspection related to the tonnage of a vessel, such inspection shall be carried out in compliance with the Convention.

Parties are invited to consult on whether the following provision, for possible inclusion in a footnote to Art 13, would offer a way forward for the stabilisation of this article:

“Nothing in this Article shall affect the rights and obligations of a Party that this is a Contracting Party to the International Convention on Tonnage Measurement of Ships under the Convention; and Section XX [Dispute Settlement] shall not apply to this Article with respect to such rights and obligations of a Party.”

TR to work with PE, PK and other interested parties on an alt approach to address Transport Operators, including seafarers. The placement of this proposal will also be considered. For TR, stabilisation of the Transport Annexes is subject to resolution of this issue.

AU/CA/CL/CO/EU/HK/IL/IS/JP/KR/LI/MU/MX/NO/PA/TW propose; NZ/PK considering; PE oppose: ARTICLE 16. Domestic Maritime Transport

Notwithstanding any provision of this Annex, a Party shall not be required to take commitments in respect of maritime transport services to the extent that such services fall within the scope of cabotage, as such term is defined in its schedule of commitments to this agreement. [AU/NZ **oppose:** For greater certainty, services covered by this Annex, which fall within the meaning of cabotage of a Party, should be identified as such within a Party’s schedule of commitments.]