

中国海事[2019]版 China MSA [2019]Version

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## 船舶污染清除协议

# Agreement for Ship Pollution Response

中华人民共和国海事局制

Printed by Maritime Safety Administration of the People's Republic of China

## 协议样本说明

### Introduction to the Sample Agreement

一、为了有效实施船舶污染清除协议管理制度，根据《中华人民共和国船舶污染海洋环境应急防备和应急处置管理规定》（中华人民共和国交通运输部令 2018 年第 21 号）第二十条的规定，制定船舶污染清除协议样本（以下简称本协议）。

1. This Sample Agreement for Ship Pollution Response (hereinafter referred to as "this Agreement") is formulated in accordance with the provisions of Article 20 of the Regulations of the People's Republic of China on Emergency Preparedness and Response on Marine Environment Pollution from Ships (Order No.21 in 2018 of the Ministry of Transport) for the purpose of effectively implementing the regime of agreement for ship pollution response.

二、船舶所有人、船舶管理人或者船舶的实际经营人（甲方）与取得相应资质的船舶污染清除单位（乙方），应当根据《中华人民共和国防治船舶污染海洋环境管理条例》第三十三条以及《中华人民共和国船舶污染海洋环境应急防备和应急处置管理规定》、《中华人民共和国海事局船舶污染清除协议管理制度实施细则》的有关规定，在船舶作业前或者进出港口前签订船舶污染清除协议。

2. The owner, manager or actual operator of a ship (Party A) shall, prior to ship's operation or entering into or leaving from a port, conclude this Agreement with a qualified ship pollution response organization (Party B) in accordance with Article 33 of the Regulations of the People's Republic of China on Administration of the Prevention and Control of Marine Environment Pollution from Ships, relevant provisions of the Regulations of the People's Republic of China on Emergency Preparedness and Response on Marine Environment Pollution from Ships and relevant provisions of the Detailed Rules of Maritime Safety Administration of the People's Republic of China on the Implementation of the Administration Regime of Agreement for Ship Pollution Response.

三、本协议的甲乙双方可协商修改协议条款，未尽事项，协议双方可另行补充约定，但不得违反国家有关法律、法规、规章规定以及本协议中甲乙双方的基本权利义务的约定。本协议的签订不得影响甲乙双方根据有关法律、法规和规章的规定所享有的包括责任限制等在内的权利以及应承担的义务。

3. Both parties may change the contents of these articles of this Agreement by negotiation. For matters not covered in this Agreement, the parties may reach a separate supplementary agreement. In no case should such supplementary agreement violate relevant provisions of laws, regulations and rules as well as stipulations in this Agreement concerning both parties' fundamental rights and obligations. The conclusion of this Agreement shall not prejudice the rights and obligations that shall be enjoyed or borne by both parties in accordance with relevant laws, regulations and rules, including the right of limitation of liability.

四、对协议文本中括号中需要选择的内容以及空格部位需要填写的内容，双方应当协商确定。

4. Choices of options with square brackets and the contents to be filled in blank spaces shall be determined by both parties through negotiation.

五、协议采用 14 位数字编号（如 01-1001-2011-0001），其中，前两位表示直

属海事局代码，第 3 位表示船舶污染清除单位资质等级，分别用 1、2、3、4 对应一、二、三、四级船舶污染清除单位的资质，第 4 至 6 位表示船舶污染清除单位代码，由各直属海事局确定，第 7 至 10 位表示签订协议的年份，第 11 至 14 位表示协议序号，由各船舶污染清除单位确定。

5. The Agreement adopts fourteen numbers as its serial number (such as 01-1001-2011-0001), amongst which the first two numbers represent the code of a MSA directly under the P.R China MSA; the third number represents the qualification level of the ship pollution response organization (SPRO), 1, 2, 3 and 4 respectively represents level-1, level-2, level-3 and level-4; the fourth to sixth number represents the code of the ship pollution response organization and shall be determined by the MSA directly under the P.R China MSA; the seventh to tenth represents the year in which the Agreement is concluded; the eleventh to the fourteenth represents the sequence number of the Agreement and shall be determined by the SPRO.

各直属海事局代码分别为：辽宁局 01，天津局 02，河北局 03，山东局 04，江苏局 05，福建局 06，上海局 07，浙江局 08，广东局 09，深圳局 10，广西局 11，海南局 12。

Codes of MSA directly under the P.R China MSA are as follows: Liaoning MSA: 01, Tianjin MSA: 02, Hebei MSA: 03, Shandong MSA: 04, Jiangsu MSA: 05, Fujian MSA: 06, Shanghai MSA: 07, Zhejiang MSA: 08, Guangdong MSA: 09, Shenzhen MSA: 10, Guangxi MSA: 11, Hainan MSA: 12.

船舶污染清除单位连锁机构应当按照以下规则予以编号：代表其它船舶污染清除单位签订协议的船舶污染清除单位，应当在其签订的协议正本上按照上述要求用本单位的证书编号予以编号，即采用 14 位数字编号（如 01-1001-2011-0001）。为了方便船舶办理进出港口或作业手续，被代表的其它船舶污染清除单位将协议副本报当地海事管理机构备案的，应当在协议副本上加注被代表的其它船舶清除单位的证书编号（如 01-1001-2011-0001-07-1007）。协议船舶可持协议正本或副本办理船舶进出港口或作业手续。

For those chain SPROs, the following rules are applicable: For the SPRO representing other SPRO, the 14-number rule as above-mentioned shall be used on the original Agreement, such as 01-1001-2011-0001. To facilitate ship's entering or leaving or operation permission procedures, other SPRO being represented shall make a mark by adding the serial number of SPRO being represented after 14-number above, such as 01-1001-2011-0001-07-1007 on the copy Agreement. Whether the original or copy agreement may be present to MSA for procedures of ship's operation or entering into or leaving from a port.

甲方：  
Party A:  
住所地：  
Domicile:  
法定代表人：  
Legal representative:  
联系人：  
Contact person:  
通讯地址：  
Correspondence address:  
电话： (24小时应急电话)  
Telephone: (24hrs):  
传真：  
Fax: NA  
电子信箱：  
E-mail:

乙方：惠州市珠江口船舶工程有限公司  
Party B: Huizhou Pearl River Ship Engineering Co., Ltd  
资质等级及服务区域：一级 惠州港及其近海水域  
Qualification level and service area: Level One, Huizhou Port water area  
住所地：惠州市大亚湾区中兴5路南山国际大厦1314室  
Domicile: Rm 1314, Nanshan International Bldg 5th Zhongxing Road, Dayawan District Huizhou City, China  
法定代表人：刘威  
Legal representative: Liu wei  
联系人：刘浩  
Contact person: Harry Liu  
通讯地址：惠州市大亚湾区中兴5路南山国际大厦1314室  
Correspondence address: Rm 1314, Nanshan International Bldg 5th Zhongxing Road, Dayawan District Huizhou City, China  
电话：+86-(0)752-5533870; 15814015606 (24小时应急电话)  
Telephone: +86-(0)752-5533870; 15814015606 (24 hour emergency number)  
传真：+86-(0)752-5533871  
Fax: +86-(0)752-5533871  
电子信箱：osro\_hz@pearlriveranship.com // osro@pearlriveranship.com  
E-mail: osro\_hz@pearlriveranship.com // osro@pearlriveranship.com

根据《中华人民共和国合同法》、《中华人民共和国海洋环境保护法》、《中华人民共和国防治船舶污染海洋环境管理条例》、《中华人民共和国船舶污染海洋环境应急防备和应急处置管理规定》、等有关法律、法规和规章的规定，甲乙双方经过友好协商，在真实、充分地表达各自意愿的基础上，达成如下协议，并由双方共同恪守。

In accordance with relevant provisions of the Contract Law of the People's Republic of China, the Marine Environment Protection Law of the People's Republic of China, the Regulations of the People's Republic of China on Administration of the Prevention and Control of Marine Environment Pollution from Ships (hereinafter referred to as "the Regulations"), the Regulations of the People's Republic of China on Emergency Preparedness and Response on Marine Environment Pollution from Ships (hereinafter referred to as "the Rules") and other laws and regulations, Party A and Party B agree to reach the following agreement after equal consultation and on the basis of truthfully and/or completely expressing respective intentions, and the said agreement shall be abided by both Party A and Party B.

## 第一条 甲方的权利义务

### Article 1 Rights and Obligations of Party A

1、甲方应当向乙方提供本协议框架下接受服务船舶（以下简称协议船舶，见附录一）的基本信息，并按照双方约定方式和内容，在协议船舶进入乙方服务区域前的2天内，向乙方提供船舶有关动态信息。甲方应当在协议船舶驶离乙方服务区域前6小时，将船舶有关动态信息告知乙方。甲方应当书面确认已收到乙方按照本协议第二条第二款提供的应急值守相关信息。

1. Party A shall provide Party B with basic information of the ships (hereinafter referred to as "the agreed ships", Appendix I) to receive services under this Agreement, and shall, within 2 days prior to the agreed ships' entry into Party B's service area, inform Party B of the agreed ships' dynamic information in accordance with the time, way and contents agreed by both parties. Party A shall, 6 hours prior to the agreed ships' departure from Party B's service area, inform Party B of the agreed ships' relevant dynamic information. Party A shall confirm in written form the receipt of information on relevant emergency standby provided by Party B in accordance with stipulations of paragraph 2 of Article 2 of this Agreement.

2、甲方应当指定联络人，并确保联络人在根据本协议开展应急防备和应急处置过程中保持联系和沟通。甲方需要变更联络人或联系方式的，应当及时书面通知乙方，在得到对方确认后，方可变更。

2. Party A shall make arrangement for her contact persons, and ensure that such contact persons can keep in touch with Party B in the course of the emergency preparedness and response as per this Agreement. Where Party A needs to change its contact person or the contact person's contact detail, such party shall inform the other party by a written notice in a timely manner and no alteration shall be made until receiving the other party's notice for confirmation.

3、甲方应当将本协议留存协议船舶上，并确保船上有关人员熟悉协议内

容及乙方制定的污染清除作业方案。

3. Party A shall keep this Agreement onboard the agreed ships, and make sure that relevant staffs onboard the ships are familiar with the contents of this Agreement and the contents of Pollution Response Operation Plan formulated by Party B.

4、甲方应当配合乙方按照《船舶污染清除单位应急清污能力要求》（JT/T1081-2016）规定开展船舶污染应急演练。

4. Party A shall cooperate with Party B to carry out ship pollution emergency exercises in accordance with the provisions of the Standard of Requirement on Emergency Response Capability of Ship Pollution Response Organization (JT/T1081-2016).

5、甲方应当在协议船舶发生污染事故时，立即通知乙方并组织开展污染控制和清除行动。甲方应当在行动结束后，配合乙方开展污染清除行动评估。

5. Party A shall, when a pollution accident happens to the agreed ship, inform Party B immediately and coordinate the pollution control and cleanup action. Party A shall, after the termination of such actions, cooperate with Party B to carry out the evaluation on such actions.

## 第二条 乙方的权利义务

### **Article 2 Rights and Obligations of Party B**

1、乙方应当具备符合有关法律法规和《船舶污染清除单位应急清污能力要求》（JT/T1081-2016）要求的相应等级应急清污能力，乙方出现不满足其所称的相应等级应急清污能力情况，应当及时通知甲方。

1. Party B shall maintain relevant level of capability of pollution response in accordance with relevant law, regulations and Standard of Requirement on Emergency Response Capability of Ship Pollution Response Organization (JT/T1081-2016) . Party B shall inform Party A when her capability is not well maintained as required by relevant law, regulations and standards.

2、乙方应当书面确认已收到甲方按照第一条第一款约定提供的协议船舶的基本信息和动态信息，并按照双方约定的时间、方式和内容将乙方应急值守的相关信息告知甲方。

2. Party B shall confirm in written form the receipt of the agreed ships' relevant basic information and dynamic information provided by Party A in accordance with stipulation of paragraph 1 of Article 1, and informs Party A information on relevant emergency standby provided by Party B in accordance with the time, way, and contents agreed by both parties.

3、乙方应当指定联络人，并确保联络人在根据本协议开展应急防备和应急处置过程中保持联系和沟通。乙方提供的联系电话应当为应急联系电话，并保持全天 24 小时值守状态。乙方需要变更联络人或联系方式的，应当及时书面通知甲方，在得到对方确认后，方可变更。

3. Party B shall make arrangement for her contact persons, and ensure that such contact persons can keep in touch with Party A in the course of the emergency preparedness and response as per this Agreement. The telephone number provided by Party B shall be an emergency number, and the number shall be kept attended in 24hrs /day. Where Party B needs to change its contact person or the contact person's

contact detail, such party shall inform the other party by a written notice in a timely manner and no alteration shall be made until receiving the other party's notice for confirmation.

4、乙方应当在接收到协议船舶驶入服务区域的通知后，做好应急值守准备，备妥应急船舶、设备和器材。接到甲方协议船舶驶离服务区域的通知后，乙方可取消应急值守。协议船舶从事油类或散装有毒液体物质过驳或装卸作业的，乙方应当按照《中华人民共和国船舶及其有关作业活动污染海洋环境防治管理规定》的有关要求为协议船舶布设围油栏，或采取其它适当的替代措施。

4. Party B shall, upon receiving the notice concerning the agreed ships' entry into the service area, be on emergent standby duty and make sure that the emergency ships, facilities and equipments are standby. After receiving the notice that the agreed ships of Party A have departed from the service area, Party B may cancel such standby status. Among them, in case of the agreed ships engaged in transfers, loading/unloading operation of oil or bulk HNS cargo, Party B shall deploy oil boom around the agreed ships or take other appropriate alternative measures according to relevant requirements under the Regulations of the People's Republic of China on Control Pollution from Ships and its relevant Activities.

5、乙方应当与甲方选择适当的时机和适当的协议船舶，开展联合船舶污染应急演练。

5. Party B and Party A shall carry out joint ship pollution emergency exercises at appropriate time with the involvement of the appropriate agreed ships.

6、乙方应当在签订本协议时，将其制定的污染清除作业方案中英文文本向甲方提供。

6. Party B shall, when concluding this Agreement, provide Party A with a Chinese and/or English version of the Pollution Response Operation Plan formulated by Party B.

7、协议船舶发生污染事故时，乙方应当在甲方的组织下开展污染控制和清除行动。乙方应当在行动结束后，配合甲方开展污染清除行动评估。

7. Once a pollution accident happens to the agreed ships, Party B shall, under the command of Party A, carry out pollution control and cleanup actions, and shall cooperate with Party A to conduct the evaluation on such actions.



### 第三条费用

#### Article 3 Fees and Expenses

1、甲方应按照双方约定的收费标准（见附录二（1））和支付方式向乙方支付船舶污染清除协议费用，用于应急防备的合理支出。

1. Party A shall pay Party B the ship pollution response agreement fees in accordance the rates(appendix II.1) and mode of payment agreed by both parties for the purposes of compensating Party B the incurred reasonable cost of emergency preparation.

2、协议船舶发生污染事故，乙方根据本协议开展污染控制和清除行动，甲方应当根据附录二（2）的费率向乙方支付实际发生的合理的污染控制和清除费用。

2 If Party B carries out pollution control and cleanup actions in accordance with this Agreement after a pollution accident happens, Party A shall pay Party B the actual and reasonable expenses incurred in such actions based on the tariff set out in Appendix II.2.

3、为保证污染控制和乙方清除行动顺利进行，如果污染控制和清污行动持续 5 个工作日以上，乙方可以要求甲方就乙方已经实施的清污行动，每 15 个工作日支付一次合理的临时费用。甲方有权利对乙方要求的任何临时费用提出合理的争议。双方没有争议的任何临时费用均应在乙方向甲方开具发票后的 15 个工作日内汇至乙方指定的账户，且此种临时费用应从双方最后结算的污染控制和清除费用中扣除。任何具有合理争议的金额均应按照下述第 4 款中关于污染控制和清除行动结束时到期的款项的规定进行处理。

3. When a pollution control and cleanup action lasts more than 5 working days, to ensure the smooth performance of the actions by Party B, Party B may demand Party A to pay a reasonable interim sum every 15 working days for the actions that has been carried out by Party B. Party A shall have the right to raise reasonable disputes in relation to any interim sum demanded. Any undisputed interim payment shall be remitted to the account appointed by Party B within 15 working days after Party B issues the invoice to Party A and such interim payment shall be deducted from the final invoice. Any reasonably disputed sum shall be dealt with in accordance with the provisions relating to payments due upon termination of pollution control and cleanup actions, in accordance with 4 below.

4、在污染控制和清除行动结束后，乙方应向甲方提交已产生的费用清单和证明这些费用的文件，这些文件应附有支出款项的票据以及支付给具体人员的凭证。甲方应于 30 个工作日内向乙方支付双方没有争议部分的费用；对双方存在争议的费用，应乙方要求，甲方将提供适当的担保，担保形式可以为互保协会的担保函。任何产生的争议应根据双方在补充协议第七条中所约定的程序解决。

4. Upon terminating the pollution control and cleanup actions, Party B shall present to Party A a breakdown and evidence for the expenses incurred, such invoice shall be fully supported by attaching bills showing money expended or details of payment to personnel . Party A shall within 30 working days pay the undisputed sum and provide an appropriate security for the sum in dispute if required, such security to be in the form of a letter of undertaking from a P&I Club if offered. Any dispute between the parties shall be resolved in accordance with the agreed



procedure in Article 7.

5、如果乙方在完成污染控制和清除行动后 2 个月内没有收到船舶污染清除费，则自第三个月起至乙方收到所有未支付的款项为止，甲方应以最高不超过伦敦同业拆借利率加 1%作为银行贷款利率承担利息。

5. If party B does not receive ship pollution response fee within 2 months after party B finishes pollution control and clean up actions, party A shall bear bank loan interest up to max LIBOR plus 1% from the third month until party B receive all outstanding payment.

#### 第四条 保密义务

##### **Article 4 Confidentiality Obligation**

本协议签订后，无论本协议是否失效、终止，甲乙双方应当负有保守对方提供的所有资料、信息秘密的义务。除了海事管理机构等可依法取得该资料、信息的政府主管机关或者双方可以向其各自保险人披露本协议之外，甲乙双方不得向其它第三方公开资料、信息内容。

After conclusion of this Agreement, no matter whether this Agreement is in effect or not, or no matter whether this Agreement is terminated, both parties are obliged to keep all the materials and information provided by the other party confidential. Except that both parties may disclose the Agreement to their respective insurers and such government authorities as the MSA may obtain the said materials and information in accordance with law, both parties shall not make in public the contents of such materials and information.

#### 第五条 生效、变更和终止

##### **Article 5 Entry into Effect, Modification and Termination of Agreement**

1、本协议有效期为：

固定期限为\_\_\_年，从 2023 年 1 月 01 日到 2023 年 12 月 31 日；

协议船舶的\_\_\_个航次，（预计到达时间：\_\_\_\_\_）

本协议自双方签字盖章后生效。

The validity of this Agreement is:

Fixed term of\_\_\_year(2023.01.01-2023.12.31)

\_\_\_\_\_voyage of the agreed ships, (ETA:\_\_\_\_\_).

This Agreement shall enter into effect as of signed and stamped by both parties.

2、未发生溢油时的协议终止。甲乙双方如需变更或终止协议，甲方或乙方应当按照约定方式提前 30 天通知对方，经双方协商一致后以书面形式确认。但是，协议船舶进入乙方服务区域后，任何一方不得变更或终止本协议。

应急行动的终止：即使有本协议其他条款的约定，在与海事局协商后，协议的任何一方都有权在根据本协议通知另一方后随时终止清污服务。乙方在接到此类通知时应停止提供清污服务或任何与之有关的活动，并进行必要的遣散活动，而甲方则应该根据第 3.4 条之规定支付所有未付的费用。

2. Termination of Agreement when not employed during spill. In case Party A or Party B needs to modify or terminate the Agreement, Party A or Party B shall give 30 days' notice to the other party in the agreed way, and such modification or termination shall be confirmed in writing by both parties' consensus intention

through negotiation. However, after the agreed ship(s) has (have) entered into the service area of Party B, neither party shall modify or terminate this Agreement.

Termination of Response : Notwithstanding any other term of this Agreement, each of the Parties shall be entitled at any time to terminate the spill response services, or any portion thereof, being provided under this Agreement by giving notice to the other, after discussion with MSA. Upon such notice being provided, Party B shall cease to provide the spill response services or any portion thereof, and shall carry out any required demobilization activities, and Party A shall pay all undisputed outstanding fees in accordance with Article 3.4.

3、甲乙双方终止本协议，或者因一方违约导致本协议终止的，应当立即向海事管理机构报告。

3. Where both parties terminate this Agreement, or where this Agreement becomes invalid due to one party's breach of this Agreement, it shall be reported to MSA immediately.

4. 保险：甲方保证有投保足够的互助保险以满足本合同下的责任。乙方应保持为其在本合同下的责任不低于以下保额的保险，并提供保险详情，包括保单复印件：

一级污染清除单位：人民币 200 万元，

二级污染清除单位：人民币 150 万元

三级污染清除单位：人民币 100 万元

四级污染清除单位：人民币 50 万元

4. *INSURANCE: Party A warrants that it has adequate P&I insurance to meet its liabilities under the Agreement. Party B shall maintain insurance to cover its liabilities under the Agreement for a minimum sum of:*

*Level 1 SPRO: RMB 2,000,000 (RMB2 million)*

*Level 2 SPRO: RMB 1,500,000*

*Level 3 SPRO: RMB 1,000,000*

*Level 4 SPRO: RMB 500,000*

and shall provide details of the insurance policy including a copy of the cover note.

## 第六条 违约及侵权责任

### **Article 6 Liability for Breach of Contract and Tort**

1、甲乙任何一方因违反本协议的约定或在履行本协议的过程中因过错给对方造成损失的，应根据本协议向对方承担违约责任或依照有关法律的规定向对方承担侵权责任。

1. Where a Party causes any damage or loss to the other Party due to its breach of this Agreement or fault in the course of performing this Agreement, such defaulting Party shall, in accordance with this Agreement, bear the liability for breach of contract to the other Party, or be liable to the other Party for infringement of rights in accordance with provisions of relevant laws.

2、在履行本协议的过程中，甲乙双方造成第三人损害，或者第三人造成甲方或乙方损害的，应当依照有关法律的规定承担相应的责任。

2. Where Party A or Party B causes any damage or loss to a third party due to performance of this Agreement, or where a third party causes any damage or loss to Party A or Party B, the party concerned shall bear corresponding liability in accordance with provisions of relevant laws.

3、甲方或者乙方因执行船舶污染事故应急指挥机构或者海事管理机构的指令或要求而未能履行或未能完全履行本协议约定的义务的，可免除其承担违约责任，但是，对于乙方根据本协议已经履行的污染控制和清除行动的部分，甲方应当根据第三条的约定支付污染控制和清除费用。

3. Where Party A or Party B fails to perform or completely perform the obligations under this Agreement due to executing the orders or requirements of Ship Pollution Accident Emergency Commanding Organ or MSA, such party may be exempted from undertaking the liability for breach of contract. However, Party A shall, in accordance with the stipulation of Article 3 of this Agreement, pay Party B the justified and duly documented expenses incurred in pollution control and cleanup actions that Party B has actually effectively and reasonably conducted in accordance with this Agreement.

#### 第七条适用法律及管辖

##### **Article 7 Applicable Law and Jurisdiction**

1、本协议及其项下争议适用中华人民共和国法律。

1. Laws of the People's Republic of China shall be applied to this Agreement and disputes arising from this Agreement.

2、双方对本协议及其项下的争议，由双方协商解决；协商不成的，按照下述方式解决：

申请海事管理机构调解；

提交中国海事仲裁委员会，按照申请仲裁时该会现行有效的仲裁规则在（北京）进行仲裁；

依法向中华人民共和国有管辖权的法院起诉。

2. Any and all disputes arising from this Agreement shall be solved through both parties' mutual negotiation; where no resolution is reached after negotiation; such dispute shall be resolved in accordance with the following:

[X] Submit such dispute to MSA for mediation;

[X] Submit such dispute to the China Maritime Arbitration Commission for arbitrating at Beijing (location) in accordance with the arbitration rules effective at the time of arbitration;

[v] Bring an action before a court in the People's Republic of China that has jurisdiction.

**第八条** 本协议未尽事项，由双方约定后签订补充说明（见附录三）。

**Article 8** With respect to matters not covered in this Agreement, both parties may conclude a Supplementary Statement. (Appendix III)

#### 第九条 协议份数

##### **Article 9 Copy of this Agreement**

本协议正本一式 3 份，具有同等法律效力，甲方持 1 份，乙方持 1 份，一份由乙方提交当地港口的海事管理机构以保证船舶进港、作业或离港不延迟。

This original Agreement is in 3 ; each copy bears the same legal effect. Party A holds 1 copy (copies), Party B holds 1 copy (copies), and a copy shall be submitted by Party B to the local MSA at the port in such a timely fashion that the vessel's entry, operation or departure will not be delayed.

甲方(盖章):

Party A (seal):

法定代表人/委托代理人(签名):

Legal representative/Entrusted representative: (Signature)

年 月 日

Date:

乙方(盖章): 惠州市珠江口船舶工程有限公司

Party B (seal): Huizhou Pearl River Ship Engineering Co., Ltd

法定代表人/委托代理人(签名):

Legal representative/Entrusted representative: (Signature)

年 月 日

Date:

附录一（1）：协议船舶名单

**Appendix I.1: List of the Agreed Ships**

附录二（1）：船舶污染清除协议费用

**Appendix II.1: Ship Pollution Response Agreement Fee**

附录二（2）：船舶污染清除费费率

**Appendix II.2: Ship Pollution Response Expense Tariff**

附录三：补充协议（如有）

**Appendix III: Supplementary Agreement (if any)**

第 1 条第 1 项和第 2 条第 2 项规定的表格

**Insert boxes for Article 1.1 and Article 2.2**

支付方式

Mode of Payment

附录一： 协议船舶名单

Appendix I: List of the Agreed Ships

Updated:

船名 Name of Ship	IMO 编号 IMO No.	船舶呼号 Call Sign	船型 Ship Type	总吨 GRT	船籍 Flag

附录二（1）：船舶污染清除协议费用

Appendix II.1: Ship Pollution Response Agreement Fee

基准价单位：人民币/航次或者美金/航次 Unit: RMB/Call or USD/Call	载运散装油类或其他散装液体污染危害性货物的船舶 Vessels carrying Oil or pollution hazardous liquid	基准价单位：人民币/航次或者美金/航次 Unit: RMB/Call or USD/Call	载运非散装液体污染危害性货物的船舶 Other Vessels
协议费率 Agreement Fee	港区内、进出港口及港外过驳 Within port, Entering/Leaging the port or Transfer in the anchorage	协议费率 Agreement Fee	港区内、进出港口及港外过驳 Within port, Entering/Leaging the port or Transfer in the anchorage
¥4000 \$600	50000总吨及以上 >=50000 GRT	¥2000 \$300	50000总吨及以上 >=50000 GRT
¥3000 \$450	10000至49999总吨 10000 to 49999 GRT	¥1500 \$225	30000至49999总吨 30000 to 49999 GRT
¥1500 \$225	5000至9999总吨 5000 to 9999 GRT	¥1200 \$180	20000至29999总吨 20000 to 29999 GRT
¥1000 \$150	2000至4999总吨 2000 to 4999 GRT	¥1000 \$150	10000至19999总吨 10000 to 19999 GRT
¥600 \$100	600至1999总吨 600 to 1999 GRT		
¥300 \$50	600总吨以下 <600 GRT		



HUIZHOU PEARL RIVER SHIP ENGINEERING CO. LTD.  
SHIP POLLUTION RESPONSE TARIFF

附录二（2）：船舶污染清除费费率

Appendix II.2: Ship Pollution Response Expense Tariff

No.	Vessel Name	Vessel type	Length (m)	GT	DWT	Storage Tanks (m3)	Power		Basic Crew	Equipment included in vessel rate	UNITS (ITOPF recommended)	Day Rate (RMB)	Standby Rate (RMB)	Additional Hourly Rate (RMB)
							hp	kw						
1	Jiang Ren 06	Oil Spill Recovery Vessel	49.16	470	534	530	708	528	2	1)Belt skimmer (dynamic incline) DXS100 2)Unloading Pump one set type:SC04 3) Board spraying equipment for oil dispersant and power pack PS140 4)400M / Offshore Infatable boom QW1500 400M	Vessel use for 8 hours Crew, fuel and consumables for 8 hours with additional hours at hourly rate	28000	14000	3500
2	Jiang Ren 03	Oil Spill Recovery Vessel	49.16	470	534	530	708	528	2	1)Belt skimmer (dynamic incline) DXS100 2) Unloading Pump one set type:SC04 3) Board spraying equipment for oil dispersant and power pack PS140 4)400M / Offshore Infatable boom QW1500 400M	Vessel use for 8 hours Crew, fuel and consumables for 8 hours with additional hours at hourly rate	28000	14000	3500

HUIZHOU PEARL RIVER SHIP ENGINEERING CO. LTD.  
SHIP POLLUTION RESPONSE TARIFF

3	Zhao Sheng You 1	Tanker	44.86	299	518	518	272	2	1) PVC Inflatable boom WGV900 400M 2) PVC Inflatable boom WGV600 800M 3) Portable OSD Spraying PSC40 2 set 4) Cool/Hot Water Spraying System BCH0917 2 set 5) Inflatable oil Fence XTL220Y 400m 6) Absorbent felt PP-2 500KG 7) Oil Bucket 6 item 8) Oil Stick 4 item	Vessel use for 8 hours Crew, fuel and consumables for 8 hours with additional hours at hourly rate	22000	11000	2750
4	Yue Huiyang 6066	Speed Boat	32	97			95	2	AIS, High Frequency, GPS, Oil absorbent mat and Oil spill dispersant	Vessel use for 8 hours Crew, fuel and consumables for 8 hours with additional hours at hourly rate	4960	2480	620
5	Yue Huiyang 6092	Speed Boat	6.5	3			44.1	2	AIS, High Frequency, GPS, Oil absorbent mat and Oil spill dispersant	Vessel use for 8 hours Crew, fuel and consumables for 8 hours with additional hours at hourly rate	2300	1150	288
6	Yue Huiyang 6093	Speed Boat	6.5	3			44.1	2	AIS, High Frequency, GPS, Oil absorbent mat and Oil spill dispersant	Vessel use for 8 hours Crew, fuel and consumables for 8 hours with additional hours at hourly rate	2300	1150	288
7	Zengzhujiang 006	Auxiliary Vessel	11.8				58.5	2	AIS, High Frequency, GPS, Boom, Oil absorbent mat and Oil spill dispersant	Vessel use for 8 hours Crew, fuel and consumables for 8 hours with additional hours at hourly rate	3050	1525	381
8	Gang Qu Fang Wu 1	Auxiliary Vessel	11.8				58.5	2	AIS, High Frequency, GPS, Boom, Oil absorbent mat and Oil spill dispersant	Vessel use for 8 hours Crew, fuel and consumables for 8 hours with additional hours at hourly rate	3050	1525	381

HUIZHOU PEARL RIVER SHIP ENGINEERING CO. LTD.  
SHIP POLLUTION RESPONSE TARIFF

9	Gang Qu Fang Wu 2	Auxiliary Vessel	11.8					58.5	2	AIS, High Frequency, GPS, Boom, Oil absorbent mat and Oil spill dispersant	Vessel use for 8 hours Crew, fuel and consumables for 8 hours with additional hours at hourly rate	3050	1525	381
10	Gang Qu Fang Wu 3	Auxiliary Vessel	11.8					58.5	2	AIS, High Frequency, GPS, Boom, Oil absorbent mat and Oil spill dispersant	Vessel use for 8 hours Crew, fuel and consumables for 8 hours with additional hours at hourly rate	3050	1525	381

HUIZHOU PEARL RIVER SHIP ENGINEERING CO. LTD.  
SHIP POLLUTION RESPONSE TARIFF

CATEGORY	ROLE / TITLE	UNITS (ITOPF recommended)	RATE RMB	ADDITIONAL HOURLY RATE
Personnel	Expatriate OSRO Specialist	Per working day - 8 hour standard working hours + additional hourly charge if worked	7000	1310
Personnel	OSRO Expert	Per working day - 8 hour standard working hours + additional hourly charge if worked	5500	1030
Personnel	High Leve Supervisor / Commander	Per working day - 8 hour standard working hours + additional hourly charge if worked	3500	660
Personnel	OSR Commander	Per working day - 8 hour standard working hours + additional hourly charge if worked	2800	530
Personnel	Senior Director	Per working day - 8 hour standard working hours + additional hourly charge if worked	3000	560
Personnel	Senior Commander	Per working day - 8 hour standard working hours + additional hourly charge if worked	3080	580
Personnel	On-site supervisor	Per working day - 8 hour standard working hours + additional hourly charge if worked	2000	380
Personnel	Site OSR Commander	Per working day - 8 hour standard working hours + additional hourly charge if worked	2000	380
Personnel	On-site Director/commander	Per working day - 8 hour standard working hours + additional hourly charge if worked	2150	400
Personnel	Professional Emergency Operator	Per working day - 8 hour standard working hours + additional hourly charge if worked	880	170
Personnel	Site Commander	Per working day - 8 hour standard working hours + additional hourly charge if worked	1700	320
Personnel	Mechanic/welder	Per working day - 8 hour standard working hours + additional hourly charge if worked	950	180
Personnel	Operator	Per working day - 8 hour standard working hours + additional hourly charge if worked	700	130
Personnel	Technician/Operator	Per working day - 8 hour standard working hours + additional hourly charge if worked	800	150
Personnel	OSR Worker / Labourer	Per working day - 8 hour standard working hours + additional hourly charge if worked	680	130
Personnel	Admin/logistics/accounting	Per working day - 8 hour standard working hours + additional hourly charge if worked	600	110
Personnel	Ordinary Emergency Worker	Per working day - 8 hour standard working hours + additional hourly charge if worked	600	110

HUIZHOU PEARL RIVER SHIP ENGINEERING CO. LTD.  
SHIP POLLUTION RESPONSE TARIFF

Personnel	General Commander	Per working day - 8 hour standard working hours + additional hourly charge if worked	2000	380
Personnel	Anti-pollution specialist	Per working day - 8 hour standard working hours + additional hourly charge if worked	4000	750
Personnel	Administrative Commander	Per working day - 8 hour standard working hours + additional hourly charge if worked	600	110
Personnel	Administrative Liaison	Per working day - 8 hour standard working hours + additional hourly charge if worked	600	110
Personnel	Accommodation	Daily cost as invoiced (situation specific)	as per actual costs	
Personnel	Water	Price per litre or case of 12 (please specify in green box)	as per actual costs	Per case of 12
Personnel	Food	Daily cost as invoiced (situation specific - number of staff)	as per actual costs / 150	
Personnel	Transportation	Daily cost as invoiced (situation specific - distance, number transported etc.)	as per actual costs	

CATEGORY	SUB-CATEGORY	MODEL	UNITS (ITOPF recommended)	RATE RMB
Boom	Fire Boom	FW900	Per section / per metre per day (24hrs)	210
Boom	Inflatable	QW1500	Per section / per metre per day (24hrs)	40
Boom	Inflatable	QWJ1500	Per section / per metre per day (24hrs)	40
Boom	Solid Flotation	WGJ1500	Per section / per metre per day (24hrs)	40
Boom	Solid Flotation	WGV1100	Per section / per metre per day (24hrs)	10
Boom	Solid Flotation	WGV600	Per section / per metre per day (24hrs)	20
Boom	Solid Flotation	WGV750	Per section / per metre per day (24hrs)	20
Boom	Solid Flotation	WGV900	Per section / per metre per day (24hrs)	110
Boom	Beach/Shore	WQV600T	Per section / per metre per day (24hrs)	150
Boom	Fire Boom	GWV900	Per section / per metre per day (24hrs)	77
Boom	Beach/Shore	WQT600T	Per section / per metre per day (24hrs)	66

HUIZHOU PEARL RIVER SHIP ENGINEERING CO. LTD.  
SHIP POLLUTION RESPONSE TARIFF

CATEGORY	SUB-CATEGORY	TYPE	UNITS (ITOPF recommended)	RATE RMB
Boom Ancillaries	Boom air compressor/vacuum unit		Per day (24hrs)	220
Boom Ancillaries	Boom anchor and connection		Per day (24hrs)	220
Boom Ancillaries	Boom power pack		Per day (24hrs)	1280
Boom Ancillaries	Diesel engind inflator/ deflator	2.2-3.0kw	Per day (24hrs)	220
Boom Ancillaries	Hydraulic power unit for boom	1500	Per day (24hrs)	600
Boom Ancillaries	Hydraulic Reel	n/a	Per day (24hrs)	Included in boom hire rate
Boom Ancillaries	Shore boom engine inflator	n/a	Per day (24hrs)	230
Boom Ancillaries	Shore boom water inflator	n/a	Per day (24hrs)	250
Boom Ancillaries	Water filling machine	KDP20	Per day (24hrs)	150

MODEL	RECOVERY CAPACITY	UNITS (ITOPF recommended)	RATE RMB
DXS40	40m <sup>3</sup> /hr	Per day (24hrs) inclusive of powerpacks and ancillaries (hoses, fuel etc.)	1540
DSX100	100m <sup>3</sup> /hr	Per day (24hrs) inclusive of powerpacks and ancillaries (hoses, fuel etc.)	3850
ZSY20	20m <sup>3</sup> /hr	Per day (24hrs) inclusive of powerpacks and ancillaries (hoses, fuel etc.)	880
YS100		Per day (24hrs) inclusive of powerpacks and ancillaries (hoses, fuel etc.)	3300
MODEL	CAPACITY	UNITS (ITOPF recommended)	RATE RMB
PSB140		Per day (24hrs)	1320
PS40		Per day (24hrs)	550
MODEL	CAPACITY	UNITS (ITOPF recommended)	RATE RMB
15D36-10		Per day (24hrs)	660
BCH1217		Per day (24hrs)	880

HUIZHOU PEARL RIVER SHIP ENGINEERING CO. LTD.  
SHIP POLLUTION RESPONSE TARIFF

MODEL	CAPACITY	UNITS (ITOPF recommended)	RATE RMB
SC04	150m <sup>3</sup> /hr	Per day (24hrs) including ancillaries	1650

TYPE	CAPACITY	UNITS (ITOPF recommended)	RATE RMB
Standard 200kg		Per item as consumed beyond re-use	55

CATEGORY	SUB-CATEGORY	ITEM	UNITS (ITOPF recommended)	RATE RMB
PPE	Boot	Anti-static/safety	Per pair as consumed beyond reasonable re-use	400
PPE	Boot	Greaseproof	Per pair as consumed beyond reasonable re-use	100
PPE	Boot	Skid proof	Per pair as consumed beyond reasonable re-use	200
PPE	Boot	Steel toe PVC/Nitrile	Per pair as consumed beyond reasonable re-use	200
PPE	Chemical proof suit	Type A	Per item as consumed beyond reasonable re-use	1500
PPE	Chemical proof suit	Type B	Per item as consumed beyond reasonable re-use	1000
PPE	Chemical proof suit	Type C	Per item as consumed beyond reasonable re-use	300
PPE	Chemical proof suit	Type D	Per item as consumed beyond reasonable re-use	160
PPE	Face shield	-	Per item as consumed beyond reasonable re-use	50
PPE	Flotation vest	-	Per item as consumed beyond reasonable re-use	77
PPE	Gas meter	O <sub>2</sub> , H <sub>2</sub> S, CO	Per day (24hrs)	330
PPE	Glove	Cotton	Per pair as consumed beyond reasonable re-use	10
PPE	Glove	Leather	Per pair as consumed beyond reasonable re-use	50



HUIZHOU PEARL RIVER SHIP ENGINEERING CO. LTD.  
SHIP POLLUTION RESPONSE TARIFF

PPE	Glove	Heavy duty PVC	Per pair as consumed beyond reasonable re-use	50
PPE	Glove	Heavy duty rubber	Per pair as consumed beyond reasonable re-use	100
PPE	Helmet / hardhat	MSA	Per item as consumed beyond reasonable re-use	70
PPE	Noise-proof ear-shield	-	Per item as consumed beyond reasonable re-use	60
PPE	Positive pressure air breathing apparatus	-	Per day (24hrs)	850
PPE	Protective goggles	-	Per item as consumed beyond reasonable re-use	56
PPE	Safety harness/lanyard	-	Per item as consumed beyond reasonable re-use	110
PPE	Split-type raincoat	-	Per item as consumed beyond reasonable re-use	55
PPE	Stretcher	-	Per item if significantly damaged/lost	300
PPE	Tyvek suit	-	Per item as consumed beyond reasonable re-use	100

CATEGORY	SUB-CATEGORY	ITEM	UNITS (ITOPF recommended)	RATE RMB
Other	Anti static oil scoop		Per item as consumed beyond re-use	50
Other	Anti-static oil spade		Per item as consumed beyond re-use	50
Other	Banner tape		Per roll	75
Other	Camp	5 person	Per day (24hrs)	400
Other	Cotton rags	25kg	Per bag	110
Other	Decontamination station	2-3 person unit	Per day (24hrs)	550
Other	Duct tape		Per roll	80
Other	Explosion proof copper shovel		Per item as consumed beyond re-use	55
Other	Explosion proof flashlight	BW7100A	Per item as consumed beyond re-use	88
Other	Garbage bag	-	Per roll	30

HUIZHOU PEARL RIVER SHIP ENGINEERING CO. LTD.  
SHIP POLLUTION RESPONSE TARIFF

Other	Industrial cleaner	-	Per litre used	110
Other	Personel decon station (2-3)	-	Per day (24hrs)	550
Other	Plastic bag	-	Box/roll	10
Other	Plastic bucket	20l with lid	Each	50
Other	Plastic sheeting	-	Per roll	200
Other	Poly rope	-	Per 100m roll	275
Other	Sawdust	5kg	Each bag	25
Other	Shovel / hand tools	Square type	Per item as consumed beyond re-use	10
Other	Waterproof flashlight	-	Per item as consumed beyond re-use	120
Other	Washing powder	250g	Each bag	10
Other	Woven bag	60cm x 90cm	Each	10
Other	Yokohama fenders	2m	Per day (24hrs)	470

CATEGORY	SUB-CATEGORY	ITEM	UNITS (ITOPF recommended)	RATE RMB
Dispersant	Oil dispersant	GM2	Per litre used	40

CATEGORY	SUB-CATEGORY	ITEM	UNITS (ITOPF recommended)	RATE RMB
Sorbents	Chemical sorbent	Sokerol FX-FG	Per kg	35
Sorbents	Sorbent boom	XTL-Y220	Per metre	125
Sorbents	Absorbent mat	PP2	Per 20kg box	660

MODEL	UNITS (ITOPF recommended)	RATE RMB
Motorola GP328	Per day (24hrs)	100
-	Per day (24hrs)	COST
-	Per day (24hrs)	110
-	Per minute - invoiced	Cost

CATEGORY	SPRO MATERIAL NAME	MODEL	UNITS (ITOPF recommended)	RATE RMB
Vehicles	Passenger car 5 persons	Standard vehicle	Per day (24hrs) including fuel and operator	990
Vehicles	Passenger car 6 persons	Standard vehicle	Per day (24hrs) including fuel and operator	1320
Vehicles	Van	Standard vehicle	Per day (24hrs) including fuel and operator	2200
Vehicles	Forklift (5T)	Standard vehicle	Per hour including fuel and operator	300
Vehicles	Crane (10T)	Standard vehicle	Per hour including fuel and operator	480
Vehicles	Container tractor	Standard vehicle	Per hour including fuel and operator	400
Vehicles	20ft container dragging plate incl container	Standard vehicle	Per day (24hrs) including fuel and operator	960

CATEGORY	SPRO MATERIAL NAME	MODEL	UNITS (ITOPF recommended)	RATE RMB
Fees	Overhead	n/a	Percentage mark-up	15%
Fees	Taxes	n/a	As per legal obligation	As legal obligation
Fees	Management fee	n/a	Percentage mark-up	15%
Fees	Emergency dockage / berthing fee	n/a	Actual cost (as invoiced)	COST
Fees	Legal consulting	n/a	Percentage mark-up	Invoice + 10%
Fees	Oil Waste Treatment Fee	Burn	Percentage mark-up	Invoiced Cost + 10%
Fees	Oil Waste Treatment Fee	Settlement & Recycle	Percentage mark-up	Invoiced Cost + 10%

### 附录三:补充协议(如有)

#### Appendix III: Supplementary Agreement(if any)

1.根据协议第1条第一款,甲方应在规定期限内向乙方书面提供下列船舶进港和出港等动态信息:

1.According to the Article 1 section 1, the ship's dynamic information in respect of ship's entry and departure shall be provided within agreed time frame by Party A to Party B in writing:

(1)协议编号Agreement No.:

(2)船名Ship name:

(3)IMO编号/呼号:

(4)船舶类型Ship type:

(5)总吨位 Gross tonnage

(6)预计到港时间ETA:

(7)船舶代理信息Contact details of the ship agent:

(8)挂靠码头或泊位信息Berth/terminal PetroChina Berth:

(9)载运货物的种类和数量Type&Quantity of cargo:

油类 其他散装液体污染危害性货物 其他货物 空载

Bulk Oil hazardous bulk liquids(oil excluded) other goods empty

(10)正确运输名称和危险特性 Proper shipping name and dangerous properties of the cargo onboard

(11)甲方协议船舶应急联络表Emergency contact details:

(12)预计离港时间ETD:

2.由于恶劣天气、风浪等级及海事主管机关的禁令等不可抗力或其它不可归责于乙方的原因造成乙方无法履行本协议时,不视为乙方违反协议,乙方不承担任何责任。

2. Party B can not perform this agreement due to force majeure or other causes not attributable to the fault of Party B such as bad weather'rough sea and prohibition of MSA .This shall not constitute a breach of contract.Party B bears no liability

3.甲方协议船舶不在本协议水域停泊或作业,而仅在水域范围内航行过境时,不属于本协议适用的范围。发生污染事故的,乙方是否参与污染清除行动,由海事主管机关决定。

3.If the contracted ship of Party A does not berth and/or operate in waters of covered Port by this agreement, but simply navigates or transits in the waters,this Agreement does not apply. If ship spill accident occurs,whether Party B carries out emergency response will be decided by MSA

#### 4. 支付方式

Mode of payment

Payment

(1) 现金

甲方

甲方的当地船舶代理

甲方的第三方代理人

按照乙方开具的付费证明文件于每月十日之前向乙方指定收款账户支付上月份船舶污染清除协议的费用。

(1)  Cash

Party A

The local ship agent of Party A

The third party authorized by ship owner and proved by China MSA.

Should pay the service fees of previous month to the bank account nominated by Party B before 10th of every month, with the invoice issued by Party B.

## 2 付款时间和收款账户

### Time of payment & Account information

(2.1) 乙方将出示相关服务记录和付费证明文件，甲方按(1)的约定付款

(2.1) Party B will issue service record and document to Party A. Will collect the payment as invoiced in agreed on above (1).

(2.2) 乙方指定收款帐户为:

(2.2.1) USD Account information:

户名: 惠州市珠江口船舶工程有限公司

开户行: 中国农业银行惠州大亚湾支行

账号: 44232814040002275(USD)

外币清算代码: ABOCCNBJ190

(2.2.1) The bank account nominated by Party B receive USD is as follows: Account Name:

HUIZHOU PEARL RIVER SHIP ENGINEERING CO., LTD

Bank Name: AGRICULTURAL BANK OF CHINA

Account No: 44232814040002275

SWIFT CODE: ABOCCNBJ190

Beneficiary Bank Address: 1ST FLOOR INT'L BUSINESS COUNTER

NO.103, ZHONGXING 5RD. AOTOU TOWN, DAYAWAN DEVELOPMENT

ZONE, HUIZHOU, GUANGDONG, P.R. CHINA

(2.2.2) RMB Account Information:

户名: 惠州市珠江口船舶工程有限公司

账号: 44232801040022056(RMB)

开户行: 中国农业银行惠州大亚湾支行

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