

中国海事[2012]版 China MSA [2012]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

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》第二十九条的规定,制定船舶污染清除协议（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 29 of the Regulations of the People’s Republic of China on Emergency Preparedness and Response on Marine Environment Pollution from Ships 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、本协议中的第一条、第二条权利义务条款为强制性条款，协议双方不得更改其内容。本协议未尽事项,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. The Article 1 and Article 2 on rights and obligations of this Agreement are mandatory and both parties shall not change the contents of these articles. 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

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)_传真: _____
Telephone: _____ (24 hour emergency number) Fax: _____
电子信箱: _____
E-mail: _____
乙方: _____ 莆田市海神船务有限公司
Party B: _____ PU TIAN HAI SHEN SHIPPING CO.,LTD
资质等级及服务区域: _____ 一级船舶防污染清除单位, 莆田海域.
Qualification level and service area: _____ Level 1/ Putian area
住所地: _____ 莆田市梅园西路 15 号东方大厦 2 楼东侧
Domicile: _____ 02nd Floor East, Orient Building, NO.15, Meiyuan West Road Putian City
法定代表人: _____ 柯景南
Legal representative: _____ Ke Jing Nan
联系人: _____ 叶建平
Contact person: _____ YE JIAN PING
通讯地址: _____ 秀屿港莆头村警民路口
Correspondence address: _____ Xiuyu port achieving village head between the crossroads
电话: _____ 0594-5696133 _____ (24 应急电话)传真: _____ 0594-5686830
Telephone: _____ 15080381293 _____ (24 hour emergency number) Fax: _____
电子信箱: _____ WENGYZH@163.COM
E-mail: _____ WENGYZH@163.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》、《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》（以下简称《细则》）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 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 (hereinafter referred to as "the Detailed 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三天内，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24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 three 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, within 24 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、 甲方应当将本协议副本留存协议船舶上,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 a copy of this Agreement on board 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《细则》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 Detailed Rules.

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、 乙方应当具有海事管理机构批准的资质,并保持相应的应急清污能力。

1. Party B shall possess relevant qualification approved by Maritime Safety Administration (MSA), and maintains its corresponding capability of pollution response.

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 inform Party A of 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. 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作业的,乙方应当按照有关规定为协议船舶 布设围油栏,或采取其它适当的替代措施。协议船舶从事油类或散装有毒液体物质装卸作业的,乙方应当确保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 emergency 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 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, where in case of the agreed ships engaged in loading/unloading operation of oil or bulk HNS cargo, Party B shall make sure that around the agreed ships oil boom is deployed or other appropriate alternative measures are taken.

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 co-operate with Party A to conduct the evaluation on such actions.

其它条款 甲乙双方可就本协议相关的其它事项约定并作为本协议的组成部分。

Other Articles Both parties may conclude other articles as part of the Agreement.

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 with 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. 为确保乙方清污行动的顺利进行，如果污染控制和清污行动持续 5 个工作日内以上，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第 7 条中所约定的程序解决。

4. Upon terminating the pollution control and clean-up 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：

【X】 固定期限为壹年（或月）；

【√】 协议船舶的壹个航次（每一航次时间另行约定）。

本协议自双方签字盖章后生效。

1. The validity of this Agreement is:

[X] Fixed term of ___ years (or months);

[✓] ONE voyages of the agreed ships (the time of each voyage shall be determined by separate agreement).

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

2、未发生溢油时的合同终止。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：即使有本合同其他条款的约定，在与海事局协商后，合同的任何一方都有权在根据本合同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 Contract, each of the Parties shall be entitled at any time to terminate the spill response services, or any portion thereof, being provided under this Contract 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 demobilisation activities, and Party A shall pay all 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无效的，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 contract. Party B shall maintain insurance to cover its liabilities under the contract for a minimum sum of :*

Level 1 SPRO: RMB 2,000,000.00 (RMB 2 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 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 expenses incurred for pollution control and cleanup actions that Party B has actually 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:

Submit such dispute to MSA for mediation;

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

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协议（见附录三）。

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

第九条 协议份数

Article 9 Copy of this Agreement

本协议正本一式叁份，具有同等法律效力，甲方持壹份，乙方持壹份，一份由乙方及时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 three ; each copy bears the same legal effect. Party A holds one copy (copies), Party B holds one copy (copies), and a copy of the agreement 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:

己方(盖章): _____

Party B (seal): _____

法定代表人/委托代理人(签名): _____

Legal representative/Entrusted representative: (signature) _____

年 月 日

Date:



A handwritten signature in black ink, appearing to be "陈志强" (Chen Zhiqiang).

附录一：

协议船舶名单

船名	IMO 编号/船舶呼号	其它需要说明的事项

Appendix I:

List of the Agreed Ships

Name of vessel	IMO number/ Call sign	Other matters to be Remarked

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

莆田市海神船务有限公司防污染清除协议费用一览表 (Tariff for SPRO)

(备注: 美元兑人民币的汇率按 7)

船舶类型 Type of Vessel	船舶总吨(ton) Ship Gross Tonnage	签约等级 Level	中交企业海事防 污染工作部参考 价格 (/天/艘)	我司收费标准 (/天/艘) 不足一天按一天算, 不 足一个航次按实际天数 算 Fee(/day/ship) calculated by day		按航次收 (/航次/艘) Paid by voyage (/voyage/ship)	
危险品船 Ship for Dangerous Cargo	2000(含 2000)—10000 2000(include 2000)—10000	二级 Level 2	2448.8 元 RMB2448.8	2100 元 RMB2100		6300 元/航次 (大于 3 天按一个航次收) RMB5400/ voyage(paid by 1 voyage if more than 3days)	
	< 2000 < 2000	三级 Level 3	1253.5 元 RMB1253.5	1750 元 RMB1750		5250 元/航次 (大于 3 天按一个航次收) RMB3900/ voyage(paid by 1 voyage if more than 3 days)	
散货船 Bulk Carrier	》 50000	一级 Level 1	374.44 美元 USD374.44	260 美元 USD260	1820 元 RMB1820	1300 美元/航次 (大于 5 天按一个航次收) USD1300/ voyage(paid by 1 voyage if more than 5days)	
	30000(含 30000)—50000 30000(include 30000)—50000	二级 Level 2					
	20000(含 20000)—30000 20000(include 20000)—30000	三级 Level 3	191.66 美元 USD191.66	134 美元 USD134	938 元 RMB938		536 美元 (大于 4 天按一个航次收) USD536/voyage(paid by 1 voyage if more than 4 days)
	10000—20000 10000(include 10000)—20000	四级 Level 4	145.3 美元 USD145.3	100 美元 USD100	700 元 RMB700		300 美元 (大于 3 天按一个航次收) USD300/ voyage(paid by 1 voyage if more than 3days)

备注: 吨位在 10000 总吨—50000 总吨的过驳装卸船舶, 均按 二级标准收费。

REMARK: FOR A VESSEL OF GOSS TONNAGE FROM 10000 TO 50000, WHICH WILL DISCHARGE CARGO IN AN ANCHORAGE, ITS TARRIF IS USD 262 PER DAY (TARIFF IS IN LEVEL 2)

莆田市海神船务有限公司海上溢油应急处置应急资源使用费率表 OSER EXPENSE TARIFF

序号 Number	分类 Category	说明 Description		单位 Unit	型号 Size	基础费率 Unit Price (RMB)	防备费 Standby Price(RMB)	备注 Remark			
1	船舶 (含船员及燃油) Ships (Include Sailor and Fuel Oil)	溢油应急船舶 Emergency Response Ship		天 Day	<100 DWT	45000	22500	不足一天按一天 计, 一天为 8 小 时 (0900-1700) Calculated as 1 day if less than 1 day, 8 hours is a day(0900-1700)			
						≥100DWT, < 300DWT	60000		30000		
						≥300 DWT, < 500DWT	75000		37500		
2		临时储油用船舶 Temporary Oil Storage Ship		天 Day	<1000 DWT	25000	12500				
						≥1000DWT, < 3000DWT	30000		15000		
						≥3000 DWT	协商而定		50%		
3		辅助船舶 Emergency Auxiliary Ship		天 Day	<75KW	8000	4000				
4									≥75KW, <200KW	12000	6000
									≥200 KW	20000	10000
5	临时征用清污小船舶 Temporarily Requisition Ship		天 Day	<100 DWT	15000	7500					
6	人工 Labor	行政管理包括 联络 Fee for Public Administration and Communication	行政指挥员 Administrative Commander	天 Day		6000	3000	备注: 根据沿海 港口城市分类及 浮动费率系数 表, 莆田市城市 浮动分类为 II 类, 上浮费率 10%, 核算价=相 应基础费率×10%			
			行政联络员 Administrative Liaison	天 Day		4000	2000				
			行政办公文员 Administrative Office Clerk	天 Day		1800	900				

7		高级指挥 High Level Supervisor	天 Day		6000	3000	
8		清污专家 Expatriate OSRO Specialist	天 Day		12560	6280	
9		现场指挥 On Site Supervisor	天 Day		4000	2000	
10		技术工 Technician/ Operator	天 Day		1600	800	
11		普通工 Labors	天 Day		1120	560	
12	伙食、住宿费 Food and accommodation expense	通讯费 Transportation	船/每天 Per ship Per day		50		
13		餐费 Food	人/每天 Per person Per day		100		
14		住宿费 Accommodation Fee			实际消费发票 Invoice amount		
15	围油栏 Oil Containment Boom	固体浮子式 Solid Float Oil Containment Boom	米/天 Meter/day	WGV600D	20	10	不足一天(24小时)按一天计 Calculated as 1 day if less than 1 day (24 hours)
16				WGV750D	25	12.5	
		17	充气式 Inflatable Oil Containment Boom	米/天 Meter/day	WGV900D	30	
WGV1500D					40	20	
18		岸滩式 Beach Oil Containment Boom	米/天 Meter/day	QW1500	36	18	
				QW2000	40	20	
19		防火式	米/天	WQT 750	50	25	
	FW900			60	30		

20		Fire Proof Oil Containment Boom	Meter/day	WGJ900H	60	30	
21	溢油分散剂 Oil Spill Dispersant	常规型消油剂 Conventional Dispersant	公斤 Per kg		25	5	未使用按 20% 给予补偿
22		生物降解消油剂 Bio Dispersant	公斤 Per kg		84	16.8	未使用按 20% 给予补偿
23		沥青稀释剂 Asphalt thinner Sakerno Dispersant	公斤 Per kg Per kg		23.33	4.66	未使用按 20% 给予补偿
24	吸油材料 Equipment and material	吸油毡 PP-2 Absorbent Pads	公斤 Per kg		30	6	未使用按 20% 给予补偿
25		吸油拖栏 XTL-220 Absorbent Booms	米 Per day		70	14	未使用按 20% 给予补偿
26		吸油拖栏 XTL-Y220 Absorbent Booms	米 Per day		100	20	未使用按 20% 给予补偿
27	器材 Equipment and material	围油栏动力装置 Hydraulic Power Unit for Boom	每天 Per day		599	299.5	
28		围油栏充气设备 Boom Air Compressor/Vacuum Unit	每天 Per day		413	206.5	
29		围油栏拖绳 Boom Towing Bridle	每天 Per day		19	9.5	
30		围油栏锚 Boom Anchor and Connection	每天 Per day		388	194	
31		锚球 Anchor Ball	每天 Per day		56	28	
32	收油机 Skimmer	大型堰式收油机, 600/H Large Weir Skimmers	每天 Per day	回收能力 600m ³ /h	37200	18600	

33		动态斜面收油机, 20/H Submersion Absorbentbelt Skimmers	每天 Per day	回收能力 20m ³ /h	1500	750	
34		转盘刷式收油机, 50/H Disc Brush Skimmers	每天 Per day	回收能力 50m ³ /h	1800	900	
35		动态斜面收油机, 150/H Submersion Absorbentbelt Skimmers	每天 Per day	回收能力 150m ³ /h	4500	2250	
36		VIKOMA50 收油机, 50/H Skimmer	每天 Per day	回收能力 50m ³ /h	1800	900	
37		VIKOMA100 收油机, 100/H Skimmer	每天 Per day	回收能力 100m ³ /h	3500	1750	
38		绳式收油机, 26/H Rope Skimmers	每天 Per day	回收能力 260m ³ /h	2800	1400	
39		臂式收油机, 25/H Belt Skimmers	每天 Per day	回收能力 25m ³ /h	2800	1400	
40		堰式收油机 型号 YS100 Weir Skimmer Small	每天 Per day	回收能力 100m ³ /h	3500	1750	
41			桶式收油机, 3/H Drum Skimmer	每天 Per day	回收能力 3m ³ /h	500	250
42	刷式收油机, 3/H Brush Skimmer		每天 Per day	回收能力 3m ³ /h	500	250	
43	动力装置 Power Units	液压动力装置 Hydraulic Power Unit 16 hp	每天 Per day		1800	900	
44		液压动力装置 Hydraulic Power Unit 40 hp	每天 Per day		2000	1000	
45		液压动力装置 Hydraulic Power Unit 60 hp	每天 Per day		4500	2250	

46	喷洒装置 Applicators	船用固定式, PSB140 Dispersant Applicator - Vessel	每天 Per day		800	400	
47		便携式, PSB40 Dispersant Applicator - Hand held	每天 Per day		285	142.5	
48	清洗装置 Cleaning Installations	热水清洗装置, BCH1217A Hot Water Pressure Washer	每天 Per day		669	334.5	
49		冷水清洗装置, QX18 Cold Water Pressure Washer	每天 Per day		445	222.5	
50		热水清洗装置, 19L/M Hot Water Pressure Washer	每天 Per day		892	446	
51		冷水清洗装置, 19L/M Cold Water Pressure Washer	每天 Per day		630	310	
52	过驳卸载 Loading and Unloading	卸载泵, 250/H Cargo Unloading Pump	每天 Per day	流量 250 m ³ /h	4500	2250	
53		卸载泵, 100/H Cargo Unloading Pump	每天 Per day	流量 100 m ³ /h	2000	1000	
54		卸载泵, 80/H Cargo Unloading Pump	每天 Per day	流量 80 m ³ /h	1800	900	
55	临时储存装置 Temporary Storage Equipment	油囊, Fuel Storage Bladder	每天 Per Day	70 立方	1176	588	
56		囊, Fuel Storage Bladder	每天 Per Day	175 立方	2940	1470	
57		轻便储油罐, Fuel Storage Drum	个 Each	10 立方	700	350	
58		污油桶 Woven Bag	个 Each	用于船上存放吸上污油的吸油材料	77	38.5	

59	车辆 Vehicles	工作车辆 Car	每天/辆 Per Day/Vehicle		1000	500	
60		器材 运输车辆 Van	每天/辆 Per Day/Vehicle	1.5 吨 3.0 吨 8.0 吨	800 2200 3400	400 1100 1700	
61		叉车 Fork Lift	每天辆 Per Day/Vehicle		400	200	
62		汽车吊 Crane 8 ton	每天/辆 Per Day /Vehicle		4000	2000	
63		仓库吊机 Warehouse Gantry Crane	每小时/辆 Per Day /Vehicle		78	39	
64		污染物 Pollutant	含油垃圾运输费 Oily Rubbish Transportation Cost	每吨 Per Ton		Invoice amount+20%	
65	含油垃存储费 Oily Rubbish Storage Cost		每吨 Per Ton		Invoice amount+20%		
66	含油垃圾处置费 Oily Rubbish Disposal Cost		每吨 Per Ton		Invoice amount+20%		
67	污油水存储费 Oily Water Storage Cost		每吨 Per Ton		Invoice amount+20%		
68	污油水运输费 Oily Water Transportation Cost		每吨 Per Ton		Invoice amount+20%		

69		污油水处置费 Oily Water Disposal Cost	每吨 Per Ton		Invoice amount+20%		
70	油管 Hose	管 3 inch Lay Flat hose	每米/天 Per mtr/day		5	2.5	
71		管 3inch Hard suction hose	每米/天 Per mtr/day		5	2.5	
72		管 4 inch lay flat hose	每米/天 Per mtr/day		8	4	
73		管 4 inch hard suction hose	每米/天 Per mtr/day		8	4	
74		管 6 inch hard suction hose	每米/天 Per mtr/day		19	9.5	
75		管 8 inch fuel hose	每米/天 Per mtr/day		31	15.5	
76		管 Hydraulic Hose	每米/天 Per mtr/day		10	5	
77		管 Pnuematic hose	每米/天 Per mtr/day		2	1	
78	设备 Support Equipment	卡车, 拖车 Truck and Trailer Flat Bed up to 20 Mtr plus fuel	每天 Per day		1200	600	
79		现场拖车 On Site Trailer Office/Command Ctr	每天 Per day		1200	600	
80		发电机 Generator Less than 4 KW	每天 Per day		Rental+20%		

81	发电机 Generator Less than 4-7.5 KW	每天 Per day		Rental+20%		
82	发电机 Generator 7.5 to 12 KW	每天 Per day		Rental+20%		
83	指挥中心临时租用办公点 Office Space for command center	每天 Per day		Rental+20%		
84	手工工具组（扫帚铲子等） Hand Tool set (broom Shovels etc)	每天 Per day		6		
85	工具维修工 Tools Mechanic	每天 Per day		310		
86	工具，动力（电钻等） Tools, Power (drill saw etc)	每天 Per day		155		
87	焊接装置 Welding Unit	每天 Per day		155		
88	切割 Cutting Torch	每天 Per day		105		
89	GPS 装备 GPS Unit	每天 Per day		124		
90	卫星电话 Sattelite Phone	每天 Per day		620		
91	工作马甲 Flotation Work Vest	每个 Each		62		
92	手机 Cell Phones	每天/个 Per day		300		
93	对讲机 Walkee Talkee	每天/个 Per day/Each		300		

94	个人防护装备 Personal protective equipment	工作服 Working Clothes	每套 Each		180		
95		安全帽 Safety Helmet	每天 Per day		50		
96		雨衣 raincoat	每套 Each		100		
97		工作鞋 Work Boot	每双 Each		150		
98		高级防护眼镜 Advanced safety glasses	每个 Each		200		
99		防毒面具 Face Shield	每副 Each		100		
100		防油手套 Glove Cotton	每副 Each		65		
101		呼吸装置 Self Contained Breathing Apparatus	台/每天 set per day		600	300	
102		口罩 respirator	每个 Each		10		
103		防爆头灯 Explosion-proof head lamp	每个 Each		80		
104	防护装备 protective Equipment	防护服 Protective Gear Level A	套/天 Each/day		1000		
105		防护服 Protective Gear Level B	套/天 Each/day		600		
106		防护服 Protective Gear Level C	套/天 Each/day		260		

107		防护服 Protective Gear Level D	套/天 Each/day		140		
108		救生衣 life jacket	套 Each		80		
109	其他安全装备 Other safe Equipment	船用防爆高频 explosion-proof high frequency	台 Each		200		
110		伤员救生担架 Rescue stretcher for the wounded	副 Each		1800		
111		急救箱 medical box	个 Each		650		
112		军用帐篷 Military tent	顶 Each		1500		
113	易耗品 Consumable Materials	油布 tarpaulin	片 Each		60		
114		油布袋 Oil bag	个 Each	容积 30L	2		
115		固体污染物回收袋 Solid pollutant recovery bag	个 Each	容积 1.2 立方	70		
116		胶带 Duct Tape	卷 Roll		62		
117		棉抹布 Cotton Rags	捆 Bundle	每捆 20 公斤	134		
118		聚乙烯绳 Polyethylene rope	捆 Bundle	每捆 100 米	315		
119		手持喷洒装置 Sprayer Hand Held	个 Each		155		
120		饮用水 Drinking Water 12 per case	盒 Case		99		
121		呼吸器滤芯 Respirator Cartridge	个 Each		93	46.5	

122		塑料袋 Plastic Bag	盒/卷 Box/Roll		11		
123		塑料薄膜 Plastic Sheeting	卷 Roll		150		
124	管理费 Administrative Fee	管理费（各项办公室成本，如电 脑，打印复印） Administrative Fee			总额的 10% 10% of all		
125	税费 Tax	税费 Tax			总额+管理费 的 6% 6% of all and Administrative Fee		

备注：本费率表根据中国潜水打捞行业协会颁布的编号为 CDSA/GY0099 的《会员自律公约》中“船舶污染清除作业自律价格清单”制定。