

中国海事[2019]版 China MSA [2019]Version

协议编号：
Agreement No.:

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

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: (24 hour emergency number):

传真/Fax:

电子信箱/ E-mail:

乙方: 茂名众和海上防污工程有限公司

Party B: MAOMING SUNION SEA POLLUTION PREVENTION CO.,LTD

资质等级及服务区域: 一级, 茂名海事局辖区水域

Qualification level and service area: Level 1, waters under the jurisdiction of the
Maoming Maritime Administration

住所地: 广东省茂名市电白区茂石化港口分部

Domicile: Maoming Petrochemical port branch, Dianbai district, Maoming City,
Guangdong Province

法定代表人: 黎胜利 Legal representative: Li shengli

联系人: 黄灏 Contact person: huanghao

通讯地址: 广东省茂名市电白区茂石化港口分部 Correspondence
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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3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 3 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 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）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 organize to carry out 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待命的相关信息告知甲方。

2. Party B shall confirm in writing 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，乙方可取消待命。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。

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 staffs 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.

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 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. 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 个工作日内，乙方可以要求甲方就乙方已经实施的清污行动，每 2 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 2 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，担保形式可以为银行、保险公司或互保协会的担保函。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 cleanup actions, Party B shall present to Party A a breakdown and preliminary evidence for the expenses incurred, such preliminary 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 bank, insurance company or 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，甲方应向乙方支付年利率不超5%的利息。

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 5% 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___年___月___日到___年___月___日；

【√】协议船舶的_____个航次（每一航次的时间另行约定）。

本协议自双方签字盖章后生效。

1. The validity of this Agreement is:

【×】 Fixed term of ___year, from 1st Jan ___ to st___.

【√】 ___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 (RMB 2 million)

Level 2 SPRO: RMB 1,500,000

Level 1 SPRO: RMB 2,000,000

Level 1 SPRO: RMB 2,000,000

And shall provide 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在_____（地点）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，壹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 hold 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:

乙方(盖章):

Party B (seal):

MAOMING SUNION SEA POLLUTION PREVENTION 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：协议船舶名单

Appendix I: List of the Agreed Ships

附录二（1）：船舶污染清除协议收费标准

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

支付方式

Mode of Payment

附录一：协议船舶名单
Appendix I:

协议船舶名单
List of the Agreed Ships

船名 Ship name	IMO 编号/船舶呼号 IMO number	船舶类型 Ship type	总吨位 Grosstonnage	其他说明事项 Other matters to be Remarked

其他说明事项：

- (1) 预计到港时间 ETA:
- (2) 船舶代理信息 Contact details of the ship agent:
- (3) 挂靠码头或泊位信息 Berth/Terminal
- (4) 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
- (5) 正确运输名称和危险特性 Proper shipping name and dangerous properties of the cargo onboard
- (6) 甲方协议船舶应急联络表 Emergency contact details:
- (7) 预计离港时间

附录二（1）：
Appendix II.1

茂名海域船舶污染清除协议收费标准
Ship Pollution Response Agreement of MAOMING Fee

船舶类型 服务区域 服务等级	载运散装油类货物的船舶			载运油类之外的其他散装液体 污染危害性货物的船舶		载运非散装液体污染危害性 货物的船舶		三天之内收费 标准 (人民币)	
	港区内	进出港口	港外装卸、 过驳	进出港口	港外装卸、过 驳	进出港口	港外装卸、 过驳		
一级服务		1 万总吨以上	20 海里 以外	1 万总吨以上	20 海里 以外	5 万总吨以上	20 海里 以外	3500 元/航次	
二级服务	2000 至 1 万总吨	2000 至 1 万总吨	20 海里 以内	2000 至 1 万总吨	20 海里 以内	3 万至 5 万总 吨	20 海里 以内	2500 元/航次	
		600 至 2000 总 吨		2000 总吨以下				1500 元/航次	
		600 总吨以下						1300 元/航次	
三级服务	600 至 2000 总吨					2 万至 3 万总 吨		1200 元/航次	
四级服务	600 总吨以 下					1 万至 2 万总 吨		1000 元/航次	

备注：1. 清除协议费用按协议船舶每航次靠离服务区港口或每次在服务区域海上过驳作业来收费，每三天为一个计费航次，每 24 小时为一天，不足三天计一个航次。
2. 以美金结算则按缴费当天汇率换算计费。
3. 计费起止时间界定：进出港口船舶自船舶进入 8 号灯浮为开始计费时间，离港至 8 号灯浮为计费截止时间；港外装卸、过驳作业船舶以系好头缆为开始计费时间，以最后一根缆绳解掉为计费截止时间。

Ship Pollution Response Agreement of MAOMING Fee

vessel area level	Vessel carrying oil in bulk			Vessel carrying liquid hazardous cargo other than oil in bulk		Other vessel		Retainer fee within 3 days (One charging voyage includes three days one day means 24 hours)
	Within harbor	Entering into And exiting port	Performing cargo transfer-at-	Entering into and exiting port	Performing cargo transfer-at-	Entering into and exiting port	Performing cargo transfer-at-	
Level 1		GT10,000 and above	Beyond 20 Nautical miles	GT10,000 and above	Beyond 20 Nautical miles	GT50,000 and above	Beyond 20 nautical miles	3500RMB/voyage
Level 2	GT2,000 (incl. GT2,000) to GT10,000	GT2,000(incl.GT 2,000) to GT10,000	Within 20 Nautical miles	GT2,000 (incl. GT 2,000) to GT10,000	Within 20 Nautical miles	GT30,000 (incl.GT30,000) to GT50,000	Within 20 nautical miles	2500RMB/voyage
		GT600(incl.GT 600) to GT2,000		Below GT2,000				1500RMB/voyage
		Below GT600						1300RMB/voyage
Level 3	GT600(incl. GT600) to GT2,000					GT20,000 (incl. GT20,000) to GT30,000		1200RMB/voyage
Level 4	Below GT600					GT10,000 (incl. GT10,000) to GT20,000		1000RMB/voyage

附录二（2）：船舶污染清除费费率

Appendix II.2: Ship Pollution Response Expense Tariff

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.

付款时间和收款帐户

Time of payment & Account information

(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

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

(2) 乙方指定收款帐户为：

户名：茂名众和海上防污工程有限公司

开户行：中国建设银行茂名石油支行

账号：44001690403059118168

(2) The bank account nominated by Party B is as follows:

Account Name : MAOMING SUNION SEA POLLUTION PREVENTION CO.,LTD

Bank Name : China Construction Bank MAOMING Petroleum branch

Account No. : 44001690403059118168