



宁波甬洁溢油应急服务有限公司

Ningbo Yongjie Ship Pollution Emergency Response Co., Ltd.

协议编号：08-1001-2019-

Agreement No.: 08-1001-2019-

船舶污染清除协议 Agreement for Ship Pollution Response

甲方：_____

Party A: _____

有效期至_____年___月___日

Valid until: _____



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》第二十九条的规定，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 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:

业务联系人:

24小时应急联系人:

Contact person:

Emergency contact person:

通讯地址:

Correspondence address:

电话:

传真:

Telephone:

Fax:

24小时应急电话/ 24 hour Emergency phone:

电子信箱/E-mail:

乙方: 宁波甬洁溢油应急服务有限公司

Party B: Ningbo Yongjie Ship Pollution Emergency Response Co., Ltd.

能力等级及服务区域: 一级能力 宁波-舟山港及其附近海域, 临时覆盖台州港、温州港及其附近海域一级船舶

Capability level and service area: Level-1 capability, Ningbo-Zhoushan Port and its offshore waters, temporary cover level one ships of Taizhou port, Wenzhou port and its offshore waters.

住所地: 宁波高新区翔云路100号科贸中心西楼26层

Domicile: Floor 26, No.100 Xiangyun Road, Technology&Trade Center west block, Hi-Tech Zone, Ningbo

法定代表人: 王天利

Legal representative: Tianli WANG

联系人: 张娇娇 (业务部) 王世华 (24小时应急联络人)

Contact person: Jojo ZHANG (Business Dept.) Shihua WANG (Emergency Dept.)

通讯地址: 宁波高新区翔云路100号科贸中心西楼26层

Correspondence address: : Floor 26, No.100 Xiangyun Road, Technology&Trade Center west block, Hi-Tech Zone, Ningbo

业务咨询电话/Business:: 0574-27996868

传真/FAX: 0574-27996869

溢油应急24小时电话: 0574-27996855 27996866 传真: 0574-27996860

24hr Emergency Phone NO. : 0574-27996855 27996866 Fax: 0574-27996860

电子邮箱/E-mail: nbyjyy@126.com nbyjyy@nbosp.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《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，立即通知并积极配合乙方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 cooperate 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、乙方应当具备相应的污染清除能力，并通过海事管理机构的监督检查。

1. Party B shall possess relevant capability of pollution response, and passed the supervision by Maritime Safety Administration (MSA).

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置围油栏，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 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 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 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，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 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5%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 month after party B finishes pollution control and clean up actions, party A shall bear bank loan interest up to max 5% from the third months 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、延续、变更和终止

Article 5 Entry into Effect, Extension, Modification and Termination of Agreement

1、本协议有效期为：

【 】 固定期限为自签订之日起至2019年12月31日止。

【 】 协议船舶的 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:

[] Fixed term of From Signing date To 31st, Dec., 2019 .

[] ___ 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、有效期届满，在协议有效期内经双方书面确认后，本协议自动延续。

2. This agreement could be extended after confirmed by both Parties in writing.

3、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，在征得主管机关同意后，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。

3. 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 consensus with competent department. 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.”

4、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。

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

4. 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.

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

5、甲方所属船舶名录变动时需及时告知乙方，如因甲方未及时告知乙方所属船舶名录更新情况导致甲方船舶不能正常进出港口、装卸、过驳作业等，乙方不负任何责任。

5. Party A should inform Party B the list of the agreed ships in time when ships' information changed. If Party A does not inform it in time that lead to the ships of Party A cannot enter into or leave Ningbo port or handling and transferring operations normally, Party B irresponsible.



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.

4、甲方直接委托乙方在乙方的服务区域内为其提供船舶溢油应急监护和处置服务，包括沉船抽油、打捞等期间的溢油监护和处置服务。甲方应当在协议船舶发生污染事故时，立即通知乙方并自行组织开展污染控制和清除行动。乙方应在规定的时间内到达事故现场实施清污，并最大程度的减轻和降低事故造成的污染，对于事故本身造成的一切后果不承担任何责任。

4. Party A entrust Party B to provide ship pollution response service for its ships within Party B's service area including pump oil from the shipwreck and salvage action. 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 B should arrived accident site within 4 hours and carry out pollution control and clean up actions to minimize the pollution, Party B is irresponsible for any negative consequences caused by accident.

5、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。

5. Party B cannot 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.



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

本协议正本一式二份，具有同等法律效力，甲方持一份，乙方持一份，由乙方提交一份扫描件于当地港口的海事管理机构。

This original Agreement is in 2; each copy bears the same legal effect. Party A holds 1 copy (copies), Party B holds 1 copy (copies), and a scan copy shall be submitted the local MSA at the port.

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)： 宁波甬洁溢油应急服务有限公司

Party B (seal): Ningbo Yongjie Ship Pollution Emergency Response Co., Ltd

法定代表人/委托代理人(签名)：

Legal representative/Entrusted representative: (Signature)

年 月 日

Date:



附录二 (1) 宁波-舟山海域船舶污染清除协议费率标准

Appendix II: 1. Retainer Fee of Ningbo-Zhoushan port

船舶类型 Type 服务区域 Area 单位等级 Grade	载运散装油类货物的船舶 Ships carrying oils in bulk			载运油类之外的其他散装液体污染危害性货物的船舶 Ships carrying bulk liquid pollution hazard cargo other than oils in bulk		载运非散装液体污染危害性货物的船舶 Other ships	
	港区内 Within port	进出港口 Entering into and exiting port	港外过驳 Performing cargo transfer out of port	进出港口 Entering into and exiting port	港外过驳 Performing cargo transfer out of port	进出港口 Entering into and exiting port	港外过驳 Performing cargo transfer out of port
一级 (Grade One) ¥1650 (1650RMB) \$280 (USD280)	1 万总吨以上 (GT10,000 and above)	1 万总吨以上 (GT10,000 and above)	20 海里以外 (Beyond 20 nautical miles)	1 万总吨以上 (GT10,000 and above)	20 海里以外 (Beyond 20 nautical miles)	5 万总吨以上 (GT50,000 and above)	20 海里以外 (Beyond 20 nautical miles)
二级 (Grade Two) ¥1000 (1000RMB) \$175 (USD175)	2000 至 1 万总吨 (GT2,000 to GT10,000)	2000 至 1 万总吨 (GT2,000 to GT10,000)	20 海里以内 (Within 20 nautical miles)	2000 至 1 万总吨 (GT2,000 to GT10,000)	20 海里以内 (Within 20 nautical miles)	3 万至 5 万总吨 (GT30,000 to GT50,000)	20 海里以内 (Within 20 nautical miles)
三级 (Grade Three) ¥600 (600RMB) \$110 (USD110)	600 至 2000 总吨 (GT600 to GT2,000)	600 至 2000 总吨 (GT600 to GT2,000)		600 至 2000 总吨 (GT600 to GT2,000)		2 万至 3 万总吨 (GT20,000 to GT30,000)	
四级 (Grade Four) ¥450 (450RMB) \$85 (USD85)	600 总吨以下 (Below GT600)	600 总吨以下 (Below GT600)		600 总吨以下 (Below GT600)		1 万至 2 万总吨 (GT10,000 to GT20,000)	
按年签协折算率 Annual discount	签订年协议, 该船舶经营人到港船舶年总艘次大于 100 艘次部分按 80% 计收, 大于 200 艘次部分 60% 计收。 For annual agreement: 1-100: full price 101-200: 20% off ≥ 201: 40% off (Unit: voyage) 单船以每年 45 航次为限 Maximum 45 voyage for single ship per year 注: 需要围油栏布放的船舶, 其作业费另计。 Deploy oil boom around the agreed ships will be charged separately. USD price is recommended price.						



附录二（2）宁波-舟山海域海上溢油应急处置应急资源使用费率表

Appendix II : 2. Ship Pollution Response Expense Tariff of Ningbo-Zhoushan port

1. 溢油应急船舶和辅助船舶 Vessel (相关定义及解释请仔细阅读 7.说明 relevant definition please read 7. Remark)

1.1 溢油应急船舶 Emergency Response Ships

船名 Vessel Name	类型 Vessel Type	总长度 Length (m)	总吨 GT (m ³)	载重吨 DWT (t)	储存量 Storage (m ³)	总功率 Power (KW)	船员 Crew	标准配备 Standard Equipment	费率/元 Rate/RMB
甬洁 5	溢油回收船 双机 双舵 系统 Oil Spill Recovery Vessel Twin engine Twin Rudder System	45.9m	497 m ³	358t	360 m ³	1620KW	2	充气围油栏 400 米、动态斜面 收油机 1 台、船载固定喷洒装 置 1 套、溢油分散剂 100 桶、 吸油毡 80 包、污油桶 4 个、 捞油杠 2 根 Inflatable oil containment boom 400m Submersion absorbent Belt Skimmer 1set Dispersant Applicator – Vessel 1set Oil Spill dispersant 2500L Oil absorbent mat 80box Oil bucket 4item Oil stick 2item	75000/工班，超 出 1 工班按 8400/ 小时计费（包含 船舶的损耗、耗 材、油耗、2 名 船员以及靠泊费 用，2 名船员指 船长及轮机长。） 75000/ shift, over 1 shift will charge 8400/hr（cover wear& tear, consumables, fuel, 2 crew and berthing costs. 2 crew is Captain and Chief engineer.）



甬洁 1 Yong Jie 1	溢油回收船 Oil Spill Recovery Vessel	49.16m	470m ³	924.3t	669.46 m ³	528KW	2	充气围油栏 400 米、动态斜面收油机 1 台、船载固定喷洒装置 1 套、溢油分散剂 100 桶、吸油毡 80 包、污油桶 4 个、捞油杠 2 根 Inflatable oil containment boom 400m Submersion absorbent Belt Skimmer 1set Dispersant Applicator – Vessel 1set Oil Spill dispersant 2500L Oil absorbent mat 80box Oil bucket 4item Oil stick 2item	25000/ 工班，超出 1 工班按 2800/小时计费（包含船舶的损耗、耗材、油耗、2 名船员以及靠泊费用，2 名船员指船长及轮机长。） 25000/ shift, over 1 shift will charge 2800/hr (cover wear& tear, consumables, fuel, 2 crew and berthing costs. 2 crew is Captain and Chief engineer.)
甬洁 2 Yong Jie 2	溢油回收船 Oil Spill Recovery Vessel	53.20m	499m ³	1314.3t	931.2 m ³	218KW	2		
海安清 1 Hai An Qing 1	溢油回收船 Oil Spill Recovery Vessel	46.5m	391m ³	502t	554.7m ³	660KW	2		
海安清 2 Hai An Qing 2	溢油回收船 Oil Spill Recovery Vessel	46.5m	391m ³	502t	554.7m ³	660KW	2		



1.2 辅助船舶 Emergency Auxiliary Ships

船名 Vessel Name	类型 Vessel Type	总长度 Length (m)	总吨位 GT (t)	总功率 Power (KW)	船员 Crew	标准配备 Standard Equipment	费率/元 Rate/RMB
甬洁 15 Yong Jie 15	辅助船 Auxiliary ship	16.8	22	110	2	吸油拖栏 4 包 (48 米) 溢油分散剂 40 桶 消油剂喷洒装置 2 台 吸油毡 30 包 24*50 绳索 5 根 20*50 绳索 4 根 16*50 绳索 5 根 M25 卸扣 5 只 M16 卸扣 15 只 M12 卸扣 4 只 浮球 7 只; 捞油网 4 顶 污油桶 4 个; 捞油杠 2 根 Oil absorbent boom 48m Oil Spill dispersant 1000L Dispersant Spray Systems 2Set Oil absorbent mat 30box Rope 24*50 5 item 20*50 4 item 16*50 5 item Shackle M25 5 item M16 15 item M12 4 item Floating ball 7set Oil net 4item Oil stick 2item Oil bucket 4item	5500/ 工班, 超出 1 工班 按 650/hour 计费(包含船 舶的损耗、耗 材、油耗、船 员以及靠泊 费用) 5500/ shift over 1 shift will charge 650/hr(cover wear& tear, consumables, fuel, crew and berthing costs)
甬洁 16 Yong Jie 16	辅助船 Auxiliary ship	16.8	22	110	2		
甬洁 17 Yong Jie 17	辅助船 Auxiliary ship	16.8	22	110	2		
甬洁 18 Yong Jie 18	辅助船 Auxiliary ship	16.8	22	110	2		
海安清 6 Hai An Qing 6	辅助船 Auxiliary ship	27.70	78	110	2		
海安清 8 Hai An Qing 8	辅助船 Auxiliary ship	27.36	71	110	2		
舟海清 18 Zhou Hai Qing 18	辅助船 Auxiliary ship	28	98	136	2		
舟海清 10 Zhou Hai Qing 10	辅助船 Auxiliary ship	27	89	138.4	2		
舟海清 16 Zhou Hai Qing 16	辅助船 Auxiliary ship	31.98	99	136	2		
浙嵘 86379 Zhe Sheng 86379	辅助船 Auxiliary ship	35	156	124	2		
中海 16 ZhongHai 16	辅助船 Auxiliary ship	32.75	97	88	2		
金色海洋 16 Jin Se Hai Yang 16	辅助船 Auxiliary ship	29	94	136	2		



船名 Vessel Name	类型 Vessel Type	总长度 Length (m)	总吨位 GT (t)	总功率 Power (KW)	船员 Crew	标准配备 Standard Equipment	费率/元 Rate/RMB
甬海安 1 Yong Hai An 1	指挥船 Command ship	25	75	596	2	AIS、High Frequency、GPS、Oil absorbent mat and Oil spill dispersant	17000/shift 2000/hr if over 1 shift
甬洁 7 Yong Jie 7	指挥船 Command ship	20	45	132.5	2	AIS、High Frequency、GPS、Oil absorbent mat and Oil spill dispersant	
甬洁 8 Yong Jie 8	指挥船 Command ship	20.04	46	132.5	2		
甬洁 11 Yong Jie 11	辅助船 Auxiliary ship	20.05	42	132.5	2	吸油拖栏 200m Oil absorbent boom 溢油分散剂 40 桶 Oil Spill dispersant 消油剂喷洒装置 2 台 Dispersant Spray Systems 热水清洗剂 1 台 吸油毡 20 包 absorbent mat	5500/ 工班， 超出 1 工班 按 650/小时 计费(包含船舶 的损耗、耗材、 油耗、船员以 及靠泊费用) 5500/ shift over 1 shift will charge 650/hr(cover wear& tear, consumables, fuel, crew and berthing costs)
甬洁 12 Yong Jie 12	辅助船 Auxiliary ship	20.03	42	132.5	2	24*50 绳索 5 根 Rope 20*50 绳索 5 根 Rope 16*50 绳索 5 根 Rope M25 卸扣 10 只 Shackle M16 卸扣 15 只 Shackle M12 卸扣 10 只 Shackle 浮球 Floating ball 4 只; 捞油网 Oil net 3 顶 污油桶 6 个; 捞油杠 3 根 防毒面具 2 个	



船名 Vessel Name	类型 Vessel Type	总长度 Length (m)	总吨位 GT (t)	总功率 Power (KW)	船员 Crew	标准配备 Standard Equipment	费率/元 Rate/RMB
甬海安 15 Yong Hai An 15	辅助船 Auxiliary ship	19.8	41	110	2	AIS、High Frequency、GPS、 Oil absorbent mat and Oil spill dispersant	5500/ shift over 1 shift will charge 650/hr(cover wear& tear, consumables, fuel, crew and berthing costs)
甬海安 16 Yong Hai An 16	辅助船 Auxiliary ship	19.8	41	110	2		
甬海安 17 Yong Hai An 17	辅助船 Auxiliary ship	17	23	110	2		
甬海安 18 Yong Hai An 18	辅助船 Auxiliary ship	17	23	110	2		
甬海安 19 Yong Hai An 19	辅助船 Auxiliary ship	17	23	110	2		
甬海安 20 Yong Hai An 20	辅助船 Auxiliary ship	17m	23	110	2		

2. 清污设备 Equipment

项目 Generic type	功能要求 Capability		设备名称 Name of equipment	型号 Model name/NO.	规格 Specification	生产商 Manufacturer	费率/元 Rate/RMB
围油栏 boom	开阔水域 Open waters(m)	总高 Total Height \geq 1500mm	PVC 浮子式围油栏 Solid float oil PVC boom	WGV1500	总高度 1500mm,干舷高度/吃水 520mm/760mm Total height; Freeboard height/draught	华海 HuaHai	40/meter/day
			充气式橡胶围油栏 Inflatable oil containment	QW1500	总高度 1500mm,干舷高度/吃水 520mm/760mm Total height; Freeboard height/draught	光明 Guangming	500/segment/day 每标准节 20 米, 包含卷绕架 (Per standardkont 20 meter, include winding fram)



			boom	WQJ1500	总高度 1500mm,干舷高度/吃水 520mm/760mm Total height; Freeboard height/draught	华海 HuaHai 光明 Guangming	40/meter/day
非开阔水域 Non-open waters (m)	总高 Total Height \geq 900mm	PVC 浮子式围 油栏 Solid float oil PVC boom	WGV900	总高度 900mm,干舷高度/吃水 320mm/490mm Total height; Freeboard height/draught	华海 HuaHai	30/meter/day	
			WGV600	总高度 600mm,干舷高度/吃水 150mm/380mm Total height; Freeboard height/draught	华海 HuaHai	20/meter/day	
		橡胶固体浮子 式围油栏 Solid float oil containment boom	GWJ900	总高度 900mm,干舷高度/吃水 520mm/760mm Total height; Freeboard height/draught	光明 Guangming	30/meter/day	
		岸线防护 Beach protection (m)	总高 Total Height \geq 600mm	岸滩围油栏 beach oil containment boom	WQT750	总高度 750mm,干舷高度/吃水 250mm/280mm Total height ;Freeboard height/draught	华海 HuaHai
WQV600T	总高度 600mm,干舷高度/吃水 240mm/360mm Total height; Freeboard height/draught				光明 Guangming	60/meter/day	
防火 Fire resistant (m)	总高 Total Height \geq 900mm	防火围油栏 Fire resistant oil containment boom	FW900	总高度 900mm,干舷高度/吃水 300mm/600mm Total height; Freeboard height/draught	华海 HuaHai	160/meter/day	
			WGJ900H				
收油机 Skimmer	回收能力 (m ³ /h)	高粘度	动态斜面收油 机	DXS-150 (高中低型 High, medium & low type)	回收能力 150m ³ /h Skimming Rate	华海 HuaHai	4500/set/day



	Skimmer rate	High viscosity	Submersion absorbent Belt Skimmer	DXS-100 (高中低型 High, medium & low type)	回收能力 100m ³ /h Skimming Rate	光明 Guangming	3500/set/day
				DXS50-02C	回收能力 50m ³ /h Skimming Rate	光明 Guangming	1800/set/day
				DXS60	回收能力 60m ³ /h Skimming Rate	光明 Guangming	2000/set/day
			堰式收油机 Large Weir Skimmer	YSJ-50(高中低型)High, medium & low type)	回收能力 50m ³ /h Skimming Rate	华海 HuaHai	2000/set/day
			齿盘式收油机 Disc Skimmer	CSJ50	回收能力 100m ³ /h Skimming Rate	华海 HuaHai	2200/set/day
		中、低粘度 Medium, low viscosity	转盘转刷式收油机 Disc & Brush Skimmer	ZSJ-50 (中低型) medium & low type)	回收能力 50m ³ /h Skimming Rate	华海 HuaHai	1800/set/day
				ZSJ-40S(中低型) medium & low type)	回收能力 40m ³ /h Skimming Rate	华海 HuaHai	1700/set/day
				ZSPS50	回收能力 50m ³ /h Skimming Rate	光明 Guangming	1800/set/day
				ZSPS60	回收能力 60m ³ /h Skimming Rate	光明 Guangming	2000/set/day
				维珂玛收油机 VIKOMA Skimmer	KOMARA 20K	回收能力 20m ³ /h Skimming Rate	VIKAMA
		喷洒装置 Dispersant Spray Systems	船上固定式 (台) Dispersant Applicator - Vessel	船用喷洒装置 Ship Spray	PS-120	功率 4.0KW;最大流量 120L/min Power and Max. flow	华海 HuaHai
PS-140	功率 6.3KW 最大流量 140L/min Power and Max. flow				华海 HuaHai	1800/set/day	
PSB140	功率 5.7KW;最大流量 120L/min Power and Max. flow				光明 Guangming	1800/set/day	



	便捷式 (台) Dispersant Applicator – Hand hold	手持喷洒装置 Portable Spray	PSC-40 PS-40	功率 4.0KW;最大流量 40L/min Power and Max. flow	华海 HuaHai	500/set/day
清洁装置 Cleaning Equipment	热水 (台) Hot water (unit)	热水清洗装置 Hot water cleaner	JYCH-0815B	流量 15L/min Flow	华海 HuaHai	800/unite/ day
	冷水 (台) Cold water (unit)	冷水清洗装置 Cold water cleaner	CJC-1113	流量 14L/min Flow	华海 HuaHai	600/unite/ day
辅助装置 Auxiliary Equipment	岸滩围油栏充吸气 beach oil containment boom (for Charge and Suction)	充吸气机 Charge and Suction Machine	CQJ-3.5	---	华海 HuaHai	200/unite/ day
			750T	---	华海 HuaHai	
	岸滩围油栏充水 beach oil containment boom (for Water Filling)	充水机 Water Filling Machine	KDP20	---	华海 HuaHai	130/unite/ day
			750T	---	华海 HuaHai	
	围油栏拖绳 Boom Towing bridle	拖绳 Owing bridle		---	华海 HuaHai	200/item/ day
	围油栏固定锚 Boom Anchor	固定锚 Anchor	25/50/70/75KG	25/50/70/75KG	华海 HuaHai	50/set/ day
			190KG	190KG		50/ set/ day
			260KG	260KG		100/ set/ day
			300KG	300KG		150/ set/ day
	浮球 Floating ball	浮球 Floating ball	300 型 Type	---	华海 HuaHai	200/ set/ day
充气式围油栏动力站 Drive power pack	---	1500 型(Type)	---	华海 HuaHai	30/ set/ day	
					1200/ set/ day	



	围油栏拖栏头系统 Boom pulling head system	---	1500 型 Type	---	华海 HuaHai	150/ set/ day
吸油材料 Oil absorbent materials	吸油拖栏 (m) Oil absorbent boom	吸油拖栏 Oil absorbent boom	XTL-220	每部分长度 3m Section' s length	华海 HuaHai	70/meter
			XTL-Y220	每部分长度 3m Length	光明/华海 Guangming/ HuaHai	100/meter
	吸油毡 (t) Oil absorbent mat	吸油毡 Oil absorbent mat	PP-5	每包 20KG Weight 20KG	华海 HuaHai	600/box
			PP-2	每部分长度 3m; Length,	华海/光明 HuaHai / Guangming	600/box
油污处置 设备 Oil collect materials	捞油网 Oil net	捞油网 Oil net		约 3 米长用于打捞重、粘油 ≈3 meters long, for heavy oil		25/item
	拖油网 Drag the oil network	拖油网 Drag the oil network		与围油栏连接围控收油 connecting with booms to collect oil	Net	8000/item
					Rubber oil boom	800/item/day
	捞油杆 (根) Oil stick	捞油杆 Oil stick				25/item
	油布 Tarpaulin	油布 Tarpaulin				60/item
	污油桶 (个) Oil bucket	污油桶 Oil bucket		用于船上存放吸上油污的吸油毡、吸油拖栏等 For storage oil absorbent boom and oil absorbent mat		40/item
	污油过滤桶 Filter bucket			高 67, 直径 66, 容积约 100 升 High 67cm Diameter 66cm Volume 100L		100/item
油布袋			长 62, 宽 47, 容积 30 升		2/item	



	Oil pollutant recycle Bag			Length 62cm Wide 47cm Volume 30L		
	固体污染物回收袋 Solid pollutant recycle bag			长 1.2 米, 宽 1 米, 容积 1.2 吨 Length 1.2m Wide 1m Volume 1.2ton		60/itme
	轻便储油罐 Portable storage tank	轻便储油罐 Portable storage tank	QG-V10	罐体容积 10 立方米 Volume:10m ³	华海 Huahai	700/item/day
	防静电油勺 Static-free oil ladle			约 0.3 米长用于打捞重、粘油 ≈0.3 meters long, for heavy oil		40/item
	防静电油铲 Static-free oil spade			约 0.3 米长用于打捞重、粘油 ≈0.3 meters long, for heavy oil		40/item
溢油分散剂 Oil Spill dispersant	常规型 (t) Conventional	溢油分散剂 Oil Spill dispersant		每桶 25L; 粘度 mm ² /s 30°C Volume, Viscosity	光明 Guangming	25/litre
		生物降解消油剂 Biodegradable detergent		每桶 25L Volume	光明/华海 Guangming/ HuaHai	84/litre
化学吸附 Oil and Chemical absorbent		索科罗 Sokerol	100% Organic	每袋 10kg 10KG/bag	Sokerol (Australia) Pty Ltd	30/kg
		吸附颗粒	FG002	每袋 10kg 10KG/bag	青岛华海/ QINGDAO HUAHAI	35/kg
卸载装置 Unload Equipment	总卸载能力 Unload capacity (t/h)	卸载泵 Unload pump	DOP250	转子泵流量 250m ³ /h Skimming rate	天津汉海有 限公司	4500/ set/ day
			XZB100	转子泵流量 100m ³ /h Skimming rate	Tianjin HSE Co., Ltd	2000/ set/ day



			HPM 80	转子泵流量 80m ³ /h Skimming rate		1800/ set/ day
		大型离心式卸 载泵 Large centrifugal unload pump	MSP-300SVH	转子泵流量 300m ³ /h Skimming rate		4000/ set/ day

3. 车辆 Vehicles

项目 Generic type	名称 Term	类型 Vessel Type	费率/元 Rate/RMB
应急作业车辆 Emergency Response Vehicles (20km 内价格, 超出 20km 后按实际公里数加收)	长板拖车 Long board Trailer	8 tonnage	1200/time/vehicle
	危险品运输车 Vehicle for DG	1.5 tonnage	700/ time /vehicle
		3.0 tonnage	1100/ time /vehicle
		8.0 tonnage	2300/ time /vehicle
	普通货物运输车 Vehicle for normal cargo	1.5 tonnage	800/ day /vehicle
		3.0 tonnage	2200/ day /vehicle
		8.0 tonnage	3400/ day /vehicle
	叉车 Forklift	5.0 tonnage	400/hour/vehicle
	吊车 Crane	8.0 tonnage	400/ hour/vehicle
	汽吊车 HIAB	8.0 tonnage	4000/day/vehicle
现场指挥车 Site command car		1000/ day /vehicle	



4. 后勤 Other support items

项目 Generic type	名称 Term	类型 Vessel Type	费率/元 Rate/RMB
其他 Others	防爆对讲机 VHF Explosion-roof flashlight		200/unit/day
	防化服 Chemical-proof suit		500/set/day
	安全帽 Safety helmet		50/item
	高级防护眼镜 Protection goggles		200/pair
	口罩 Respirator		10/item
	防油手套 Greaseproof gloves		65/pair
	空气呼吸机 Air Breathing Apparatus		600/unit/day
	急救箱 First aid kit		650/set
	工作服 Uniform		180/set
	防滑防油工作鞋 Safety Shoes		150/pair
	防毒面具 gas mask		100/item
	化工桶 Chemical barrels		100/item
	红外线夜视仪 Infrared night vision equipment		1000/item/day
	通讯费 Communication fee		50/vessel/day
	船用防爆高频 Explosion-proof high frequency		200//item/day
	救生衣 Life jacket		50/item
	雨衣 Raincoat		100/item
	军用帐篷 Tent		1500/item/day
充气式冲锋舟 Sturmboot		2000/item/day	
伤员救生担架 Wounded stretcher		1800/item	
伙食、住宿费 Food and accommodation fee	伙食费 Food		100/person/day
	住宿费 Accommodation		以实际消费发票为依据结算 As per actual costs



5. 人员 Personnel

岗位 Specific Roles	人数 Number of people	主要职责 Main Responsibility	证书 Certificates	备注 Remarks	费率/元 Rate/RMB	超出 8 小时 Additional Hourly Rate (beyond 8hrs)
高级指挥 senior commander	3 人 people	总指挥 1 人/副总指挥 2 人。把控全局，布置各项任务 Overall commander: 1 Deputy overall commander: 2 Control for all arrangements and tasks	高级指挥证 Certificate of senior commander	1. 工作日晚班人工费增加 50% 2. 节假日白班人工费增加 100%	2,800 /person /8hr	350/person /hr
现场指挥 On-site commander	8 人 people	海上应急组/岸基应急组/机动联络组/后勤保障组。任各小组组长和副组长，负责各小组的人员岗位分配和指挥具体工作 Maritime Emergency team / Shore-based Emergency team / Mobilisation team / Logistical support team Each team has a team leader and deputy team leader who are responsible for distributing tasks within the team to each personnel and direct/control each teams' specific works	现场指挥证 Certificate of Site commander	3. 节假日晚班人工费增加 150% 1. working day surcharge for night shift. 2. holiday 100%	2,000 /person /8hr	250 /person /hr
应急处置人员 Operator	45 人 people	分别负责清污工作的具体操作事项，属于专业技术人员 Respectively responsible for oil clean-up operational matters. They are special skilled operator.	操作证 Certificate of operator	surcharge for normal working hour. 3. holiday 150%	800/person /8hr	100 /person /hr
工人 worker	若干 some	视具体情况安排任务 Able to be distributed to assist, depends on circumstances.	普通劳力 labour	surcharge for night shift.	600 /person /8hr	75/person /hr
后勤保障人员 Support manpower	若干 some	后勤保障 Logistical support	---	现场人员工作时间随船计算 onsite manpower will calculate along with ships.	600 /person /8hr	75/person /hr



6. 污染物处置 Waste Disposal (费率/元 Rate/RMB)

污染物处置 Waste Disposal/Treatment	固体污染物处置 Solid waster	含包装、装卸、运输、处置环节 费用 Include package, load, transport and disposal	5000/ton
	液体化学品污染物处置 Chemical waster		8000/ton
	油污水处理费 Oil and water waster		Actual cost
	被污染船体清洗 Vessel hull cleaning	含清洗物资 Including cleaning equipment	Actual cost

7. 说明 Remark

管理费 Over Head: 总金额的 10% 10% of Total Cost
税费 Tax: 7%
缩写 Abbreviations: DWT: 载重吨 Deadweight Tonnage GT: 总吨 Gross Tonnage RMB: 人民币 Ren Min Bi 未列项目按照实际发生费用结算 un- list items will settle the cost according to the actual cost. 国际船舶参考国际通用惯例结算 overseas ships will settle the cost according to the international standard. 在事故现场, 没有使用的应急设备按费率表价格的 50% 收取费用 50% rate applies on the equipment placed on-site but not used. 船舶计费时间以日历日为一个计量单位, 从 0:00-24:00, 基础收费一个工班, 超出一工班按小时收费。vessels' calculate as daily rate, basic charge one shift, more than one shift charge by hour. 一工班为 8 小时, 使用时间不足一工班的按一工班计算 A working shift is 8 hours, use time less than a shift by shift calculation 与应急作业直接相关的通讯才计收通讯费 Communication fee is applied to those directly involved in communications. 人员 8 小时正常工作时间即白班为早 8 点至下午 4 点, 其余时间按照晚班处理 Normal working hour is 8am-4pm, night shift is from 4pm- 8am +1. 所有在应急处置中损坏、遗失的物资设备按成本价收取费用 Damage and lost items will be charge by cost price. 船舶的标准配备按照实际使用数量进行收费 Standard equipment in the vessel will be charge by actual use. 船舶往返、巡航、靠泊事故现场及周边海域视为作业 ships go and return, cruise, berth alongside the incident site calculate in the work shift.



附录三：
Appendix III

一. 付款时间和收款账户

1. Payment

(1) 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) 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) 乙方指定收款账户为：

户 名：宁波甬洁溢油应急服务有限公司

开户行：中国银行宁波市科技支行

账 号：383159760217

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

Account Name: Ningbo Yongjie Ship Pollution Emergency Response Co., Ltd.

Open Account: Bank of China Ningbo Hi-Tech Park sub-branch

RMB Account No.: 383159760217 USD Account No.: 362360925438

Swift Code: BKCHCNBJ92A

(3) 甲方开票信息 INVOICE TYPE (for Chinese company/owner only)

甲方需要乙方提供的发票种类

增值税发票

普通发票

美金发票 USD INVOICE

代理结算，根据代理要求开具发票

若选择增值税发票，甲方提供国税税务登记证副本（副本上盖有一般纳税人资格章）及开票信息，包括：名称、纳税人识别号、地址、电话、开户行及账号，以上信息打印并盖章发送至乙方。如需更改开票信息，联系电话：0574-27996858.

二、船舶动态报告：

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：

2. Dynamic information:

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) 船名 Ship name

(2) IMO 编号/呼号 IMO number/ call sign



- (3) 船舶类型 Ship type
- (4) 总吨位 Gross tonnage
- (5) 预计到港时间 ETA
- (6) 船舶代理信息 Contact details of the ship agent
- (7) 挂靠码头或泊位信息 Berth/terminal
- (8) 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
- (9) 正确运输名称和危险特性 Proper shipping name and dangerous properties of the cargo onboard
- (10) 甲方协议船舶应急联络表 Emergency contact details
- (11) 预计离港时间 ETD

三、 其他事项

3. Others

(1) 宁波甬洁溢油应急服务有限公司（简称宁波甬洁）与舟山海安溢油应急处理有限公司（简称舟山海安），均覆盖宁波、舟山海域。船舶经营人可与其中任何一家公司签订《船舶污染清除协议》，也允许与两家清污公司同时签订。

(2) 船舶进出宁波、舟山港，均由靠泊港口的清污公司（宁波甬洁或舟山海安）进行应急防备、应急处置，并与该港清污单位进行结算。宁波甬洁联系方式：详见协议乙方信息（第三页）。舟山海安溢油应急处理有限公司的联系方式为：黄挺，0580-8806085, zshayy@163.com

(1) Ningbo Yongjie Ship Pollution Emergency Response Co.,Ltd (Ningbo Yongjie) and Zhoushan Haian Oil Spill Treatment Co.,Ltd (Zhoushan Haian) both cover Ningbo-Zhoushan port. Ship operators can sign the “Agreement for Ships Pollution Response” with one of the SPROs or both.

(2) Local SPRO should be responsible for ships’ emergency standby, emergency response, and settle payments with ship operators no matter who is Party B in the agreement. Ningbo Yongjie contact details in page 3. Zhoushan Haian Oil Spill Treatment Co.,Ltd: Contact Details: Alan Huang 0580-8806085 zshayy@163.com.

