**台州众和船舶服务有限公司**

**Taizhou Zhonghe Ships Service Co., Ltd.**

协议编号：08-2001-2023-

 Agreement No.: 08-2001-2023-



船舶污染清除协议

**Agreement for Ship Pollution Response**

中华人民共和国海事局制

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

协议样本说明

**Introduction to the Sample Agreement**

一、为了有效实施船舶污染清除协议管理制度，根据《中华人民共和国船舶污染海洋环境应急防备和应急处置管理规定》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：台州众和船舶服务有限公司

Party B: Taizhou Zhonghe Ships Service Co., Ltd.

资质等级及服务区域：二级资质台州港

Qualification level and service area: Level-2 qualifications, TaizhouPort

住所地：浙江省玉环市大麦屿街道新塘沙场码头

Domicile: Xintang Sand Plant wharf, DamaiyuSub-district, Yuhuan County, Zhejiang Province

法定代表人：张金力

Legal representative: ZHANG Jinli

联系人：陈伟（综合办）

Contact person: CHEN Wei

通讯地址：浙江省玉环市大麦屿街道新塘沙场码头

Correspondence address: Xintang Sand Plant wharf, DamaiyuSub-district, Yuhuan County, Zhejiang Province

业务咨询电话/ Business：0576-81759699 传真/Fax：0576-81759699

溢油应急24小时电话：0576-87333568

24hr Emergency Phone No. : 0576-87333568

E-mail: yhzhhcb@126.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 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 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，如果污染控制和清除行动持续5个工作日以上，乙方可以要求甲方就乙方已经实施的清污行动，每15个工作日支付一次合理的临时费用。甲方有权利对乙方要求的任何临时费用提出合理的争议。双方没有争议的任何临时费用均应在乙方向甲方开具发票后的15个工作日内汇至乙方指定的账户，且此种临时费用应从双方最后结算的污染控制和清除行动费用中扣除。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。乙方应及时将以日为单位的清污投入清单以书面形式提交给甲方，甲方应在收到的24小时内对乙方提交的清污投入清单提出书面意见，否则视为甲方默认。

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. Party B shall present Party A a breakdown for the expenses incurred daily, Party A shall confirm Party B’s expenses in written within 24 hours. Otherwise will be regarded an Party A’s default.

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 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 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，甲方应承担支付乙方清污费用的银行同期贷款利息。

5. If Party B does not receive ship pollution response fee within 2 months after Party B finished pollution control and cleanup actions, Party A shall bear bank loan interest from the third months until Party B receive all outstanding payment.

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**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 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：

【】固定期限为月；自年月日起至年月日止。

【】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。

The validity of this Agreement is:

【】Fixed term of month; From To 。

【 】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。

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 with MSA. Upon such notice being provided, Party B shall cease to provide the spill response services or any portion thereof, and shall carry out any required demobilization activities, and Party A shall pay all 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。

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.

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 Taizhou 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或复印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)：台州众和船舶服务有限公司

Party B (seal): Taizhou Zhonghe Ships Service 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）：船舶污染清除协议费率标准**

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

**Appendix III： Supplementary Agreement**

附录一：

Appendix I：

协议船舶名单

List of the Agreed Ships

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 船名Ships name | IMO编号/呼号IMO No./ Call sign | 总吨Gross Tonnage | 船舶类型Ship’s type | 其它需说明事项Other matters to be remarked |
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**附录二： 1、台州海域污染清除协议费率标准**

Appendix II**.1： Retainer Fee of Taizhou port**

|  |  |
| --- | --- |
| 船舶等级Grade船舶种类Type of ships | 所有协议船舶均按人民币结算All ships are at RMB settlement agreement |
| 二级服务船舶Grade Two | 三级服务船舶Grade Three | 四级服务船舶Grade Four | 按年签协折算率Annual discount |
| 载运散装液体污染危险性货物Ships carrying bulk liquid pollution hazard cargo | ￥1600/航次（￥1600/voyage） | ￥1000/航次（￥1000/voyage） | ￥600/航次（￥600/voyage）港内作业船舶签订年协议最高收费1万元.Port operations in agreement signed the highest fee is ￥10000  | 1、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).2、单船以每年60航次为限 Maximum 60 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. |
| 载运非散装液体污染危险性物质船舶Ships carrying cargo other than bulk liquid pollution hazard cargo | ￥1600/航次（￥1600/voyage） | ￥1000/航次（￥1000/voyage） | ￥600/航次（￥600/voyage） |

附录二（2）台州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 Taizhou port**

**(相关定义及解释请仔细阅读7.说明relevant definition please read 7. Remark)**

1. **溢油应急船舶和辅助船舶**

**Oil spill emergency ships and auxiliary ship**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **项目****Generictype** | **类型****Vessel Type** | **总吨****GT** | **载重吨****DWT(t)** | **总功率****Power (KW)** | **费率/元****Rate/RMB** |
| 船舶Ships | 溢油应急船舶 Emergency Response Ships | 393 | 502t | 660 | 25000/工班，超出1工班按2800/小时计费。25000/ shift,over 1 shift will charge 2800/hr. |
| 辅助船舶Emergency Auxiliary Ships | 68 | 83t | 83 | 5500/工班，超出1工班按650/小时计费.5500/ shift，over 1 shift will charge 650/hr. |
|  | >83t |  | 参考救助打捞行业自律价Refer to self regulatory price of salvage industry |

**2、清污设备 Equipment**

|  |  |  |  |
| --- | --- | --- | --- |
| **项目****Generictype** | **设备名称****Name of equipment** | **型号****Model name/NO.** | **费率/元****Rate/RMB** |
| 围油栏Oil Containment Boom | PVC浮子式Solid float oil PVC boom | WGV600 | 20/meter/day |
| WGV900 | 30/meter/day |
| WGV1500 | 40/meter/day |
| 充气式橡胶Inflatable oil containment boom | WQJ1500 | 40/meter/day |
| 岸滩式beach oil containment boom | WQV600T | 60/meter/day |
| 防火式Fire resistant oil containment boom | WGJ900H | 160/meter/day |
| 收油机Skimmer | 动态斜面收油机Submersion absorbent Belt Skimmer | DXS-150(高中低型High, medium & low type) | 4500/set/day |
| 转盘转刷式收油机Disc & Brush Skimmer | ZSJ50（中低型medium & low type） | 1800/set/day |
| 喷洒装置Dispersant spray systems | 船用喷洒装置Ship Spray | PS140 | 1800/set/day |
| 手持喷洒装置Portable Spray | PS40 | 500/set/day |
| 清洁装置Cleaning equipment | 热水清洁装置Hot water cleaner | JYCH815B | 800/unite/day |
| 冷水清洁装置Cold water cleaner | CJC-1113 | 600/unite/day |
| 辅助装置Auxiliary equipment | 围油栏拖绳Boom towing bridle |  | 200/item/day |
| 围油栏固定锚Boom anchor | 75KG及以下 | 50/set/day |
| 190KG | 100/set/day |
| 260KG | 150/set/day |
| 300KG | 200/set/day |
| 浮球Floating ball |  | 30/set/day |
| 充气式围油栏动力站Drive power pack | 1500型（Type） | 1200/set/day |
| 围油栏拖头系统Boom pulling head systm | 1500型（Type） | 150/set/day |
| 充吸气机Charge and Suction Machin |  | 200/unite/day |
| 充水机Water filling |  | 130/unite/day |
| 卸载装置Unload equipment | 卸载泵Unload pump | XZB100 | 2000/set/day |
| 吸油材料Oil absorbent materials | 吸油拖栏Oil absorbent boom | XTL-220 | 100/meter |
| 吸油毡Oil absorbent mat | PP-5 | 600/box |
| 吸油毡Oil absorbent mat | PP-2 | 600/box |
| 溢油分散剂Oil spill dispersant | 溢油分散剂Oil spill dispersant | 富肯2型 | 25/litre |
| 生物降解消油剂Biodegradabledetergent | 微普型 | 84/litre |
| 污油处置设备Oil collect materials | 拖油网Drag the oil network | SW-5（与围油栏连接控油） | 8000/item |
| 800/item/day |
| 捞油杆Oil stick |  | 25/item |
| 油布Tarpaulin |  | 60/item |
| 污油桶（个）Oil bucket | 用于船上存放吸上污油的吸油毡、吸油拖栏等For storage oil absorbent boom and oil absorbent mat | 77/item |
| 防静电油勺Static-free oil ladle |  | 40/item |
| 防静电油铲Static-free oil spade |  | 40/item |
| 轻便储油罐Portable storage tank  | QG-15 | 1000/item/day |
| 化学吸附Oil and Chemical absorbent | 化学吸附Oil and Chemical absorbent | 索科罗Sokerol | 30/kg |

**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 tonnages | 1200/time/vehicle |
| 危险品运输车Vehicle for DG | 1.5 tonnages | 700/ time/vehicle |
| 3.0 tonnages | 1100/ time/vehicle |
| 8.0 tonnages | 2300/ time/vehicle |
| 普通货物运输车Vehicle for normal cargo | 1.5 tonnages | 800/day/vehicle |
| 3.0 tonnages | 2200/day/vehicle |
| 8.0 tonnages | 3400/day/vehicle |
| 叉车Forklift | 5.0 tonnages | 400/hour/vehicle |
| 吊车Crane | 8.0 tonnages | 400/hour/vehicle |
| 汽车吊HIAB | 8.0 tonnages | 4000/day/vehicle |
| 现场指挥车Site command car |  | 1000/day/vehicle |
| 小型客车Minibus |  | 350/hour/vehicle |

1. **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 |
| 防护服 Protective suit  | GRADE A级 | 1000/set/day |
| GRADE B级 | 600/set/day |
| GRADE C级 | 260/set/day |
| GRADE D级 | 140/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 |  | 80/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 |
| 其余协议中未列项目如洗衣粉等清洁用品按照实际使用进行收费Other items such us washing powder will be charge as actual costs |  | actual costs |
| 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 |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **岗位****Specific Roles** | **证书****Certificates** | **费率/元****Rate/RMB** |

|  |
| --- |
| **超出8小时Additional Hourly Rate (beyond 8hrs)** |

 | **备注****Remarks** |
| 人员Manpower | 高级指挥Seniorcommander | 高级指挥证Certificateof Senior commander | 2800/Person/8hr | 350/person/hr | 超出8小时按左侧每小时标准收费1.工作日晚班人工费增加50%2.节假日白班人工费增加100%3.节假日晚班人工费增加150%1.working day50% surcharge for night shift.2.holiday 100% surcharge for normal working hour.3.holiday 150% surcharge for night shift. |
| 现场指挥Site Commander | 现场指挥证Certificateof Site commander | 2000/perosn8hr | 250/person/hr |
| 应急处置人员Operator | 操作证Certificateof operator | 800/persOn/8hr | 100/person/hr |
| 工人Worker | 普通劳力labour | 600/persOn/8hr | 75/perSon/hr |
| 后勤保障人员Support manpower | \_\_ | 600/person8hr | 75/person/hr |

1. **人员Personnel**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **项目****Generic type** | **名称****Term** | **注明** | **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 | Actual cost |
| 液体化学品污染物处置Chemical waster |
| 油污水处理费Oil and water waster |
| 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.车辆和清污设备使用不足1小时或1天按照1小时或1天费率计Vehicles and decontamination equipment used for less than 1 hour or 1 day shall be calculated at the rate of 1 hour or 1 day.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：台州众和船舶服务有限公司

开户行：中国银行玉环大麦屿支行

账号：358466181546

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

Account Name: Taizhou Zhonghe Ships Service Co., Ltd.

Open Account: Yuhuan Damaiyu Sub-Branch of Bank of China

Account No.: 358466181546

户名：台州众和船舶服务有限公司

开户行：台州银行股份有限公司大麦屿小微企业支行

账号：530259083300015

Account Name: Taizhou Zhonghe Ships Service Co., Ltd.

Account Name:Taizhou Bank Limited Company,a branch of a microbusiness of DaMaiYu

Account No.: 530259083300015

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：

1. **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

1. 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