

Regulations of the People's Republic of China on the Prevention and Control of Marine Pollution from Ships

Date: 22/12/2011

OUTLINE

- The deadline to contract with an approved spill response contractor will be enforced on 1st January 2012.
- A partial list of approved 'Ship Pollution Response Organizations' (SPROs) is available – see Annex I of this document.
- A recommended contract for SPROs including supplemental clauses is attached in Annex II below.
- A recommended authorization letter for appointing agents in China to sign the contract with SPROs on a Member's behalf is also attached – see Annex III below.
- An SPRO appropriate to ship type and size must be contracted. A guide to levels of SPRO is attached in Annex IV below.
- Charges proposed by SPROs vary widely and may be excessive compared to responders in other jurisdictions

TO THE MEMBERS

Dear Sirs;

REGULATIONS OF THE PEOPLE'S REPUBLIC OF CHINA ON THE PREVENTION AND CONTROL OF MARINE POLLUTION FROM SHIPS

Background

We refer Members to the Regulations of the People's Republic of China (PRC) on the Prevention and Control of Marine Pollution from Ships ("the Regulations"), and the postponement of the requirement that owners/operators of (a) any ship carrying polluting and hazardous cargoes in bulk or (b) any other ship above 10,000 gt enter into a pollution clean up contract with a Maritime Safety Agency (MSA) approved pollution response company before the ship enters a PRC port.

Despite the difficulty which Members will face in complying with the Regulations if the enforcement date of 1 January 2012 is not put back, however understanding remains that the requirement to contract with an approved SPRO will still be enforced in all Chinese ports from 1 January 2012 and there will be a very short period of time for owners/operators to contract with an approved spill responder. Although a full list of approved SPROs has still not been issued, a partial list of Level I SPROs has been published and is contained in Annex I to this document. Apparently further lists of approved SPROs are likely to be issued very soon although the full lists of SPROs may not be issued until much closer to the end of this year.

In order to ensure that Members can negotiate and sign the necessary contracts as soon as the list of SPROs is issued, a recommended spill response contract and authorization letter for agents to negotiate and sign the contract on behalf of overseas operators are contained in Annexes II and III of this document.

The lists of approved SPROs will appear on the China MSA website once they have been published by the MSA - www.msa.gov.cn - and the following dedicated MSA spill response website:

http://www.osp.cn/new/Index_news_disp.asp?nid=1088&Title=国内动态

The partial list of approved SPROs contained in Annex I has not yet been published by the MSA on these websites in English, but it is likely to be published in English soon.

Negotiation and signature of the Contract

Members have previously been advised that the term “operator” for the purposes of concluding and signing the contract with a SPRO is defined by the MSA as the owner, manager or actual operator of a ship. In respect of those operators not domiciled in China, the ship’s agent in port, local law firm or another legal entity located in mainland China (not Hong Kong, China or Macau, China) may negotiate and sign the contract on behalf of the operator if authorized by the operator to do so. The Master may also sign the contract, which may be necessary in certain circumstances, for example where speed is necessary, **although an authorization would still be necessary for the Master to sign on behalf of the operator.**

Members with a local office in China must negotiate and sign the contracts direct with the SPROs. Understands is that the spill response contract requirements apply only to ships calling at ports on the Chinese coastline and do not apply to ships calling solely at inland waterway ports in mainland China. ⁽¹⁾

Members without a presence in China wishing to use an agent, are recommended to use the authorization letter contained in Annex III to this document to appoint agents in China to negotiate and sign the contracts on their behalf. A copy of the signed letter will be submitted to the MSA by the agent.

A copy of the signed contract will be submitted to the MSA by the SPRO and a copy is to be kept on board the ship at all times.

Approved SPROs are categorized by the MSA in accordance with their qualifications and response capabilities and will be assigned level 1, 2, 3 or 4 status, level 1 being the highest. Members are advised that operators will need to contract with an approved SPRO in accordance with the size and type of ship as contained in Annex IV.

Every ship calling at a Chinese port from 1 January 2012 that falls within the size and type of ships listed in Annex IV will need to contract with a relevant level 1, 2, 3 or 4 SPRO for each call at port as appropriate. This will clearly be a sizable task for operators of ships calling

regularly at Chinese ports or for operators with large fleets calling at Chinese ports during the course of the year, although this burden should be eased through the use of agents where acting on behalf of operators to negotiate and sign the contracts. It will also be possible to contract with a SPRO on an annual basis or to contract under the umbrella of one SPRO that has been approved in different ports (even though separate contracts would still be needed with the SPRO in each port).

Recommended Contract

The MSA issued a model contract on 20 May 2011 which operators must enter into with an MSA approved SPRO. The model contract may however be amended with revised or supplemental clauses for inclusion. The KPI has drafted supplemental clauses for inclusion in this contract. These clauses relate to termination of work and insurance to be maintained by the operator and the SPRO. A copy of the KPI's recommended contract with the proposed supplemental clauses is contained in Annex II.

Any Member requested to agree to a variation of the attached recommended contract is advised to carefully consider those changes consequences.

Charging Structures

Apparently different SPROs have established different fee structures; with different SPROs proposing to charge operators different levels of retainer fee (which is higher than normal fees and may not fall under KPI's cover) for stand by purposes when the contracted ship enters the SPRO's service area, with response tariffs in the event of an incident while the ship is within the service area, and with options available on a per voyage or an annual basis.

A set of guidance retainer fees has already been issued by the China Association of Communication Enterprise Management (CACEM), which is an association of a number of SPROs in the various Chinese ports. Following analysis of these fees, it is clear that the CACEM guidance retainer fees are wholly unrealistic and are significantly in excess of what could be considered as reasonable, particularly compared with retainer fees charged by spill responders in other jurisdictions.

Retainer fees and response tariffs should be charged on a reasonable basis. Members should ensure that response tariffs are incorporated into the contracts, and should contact KPI in the event that they have a concern regarding their reasonableness.

Understands is that other SPROs are also seeking to establish associations or alliances to offer spill response services to cover the major Chinese ports.

⁽¹⁾ Although apparently the Nantong Port on the Yangtze River is subject to the spill response contract requirements

青岛中德恒运船舶服务有限公司*	Qingdao Zhongde Hengyun Ship Service Ltd.*	衣服伸 Fushen Yi	青岛经济技术开发区井冈山路658号 1916户 Room 1916, No. 658 Jingtangshan Rd, Economic and Technological Development Zone, Qingdao	一级 Level One	青岛港及其近海水域 Qingdao Port and near shore waters	海船舶【2011】752号 HCB【2011】No. 752	04-1005	2011年11月23日 Nov. 23, 2011	3年 3 Years
日照市港清船舶服务有限公司	Rizhao Gang Qing Marine Service Co. Ltd	吴颖 Ying Wu	日照市东港区黄海一路金港佳园1号楼603室 Room 603 Building 1, Jingtang Park, Huanghaiyi Rd, Donggang Distr, Rizhao	一级 Level One	日照港及其近海水域 Rizhao Port and near shore waters	海船舶【2011】753号 HCB【2011】No. 753	04-1006	2011年11月23日 Nov. 23, 2011	3年 3 Years
日照市太和船舶油仓清洗接收有限公司*	Rizhao Taihe Tanker Cleaning and Oil Recovery Ltd.*	韩开和 Kaihe Han	日照市天津路44号 No. 44 Tianjin Rd, Rizhao	一级 Level One	日照港及其近海水域 Rizhao Port and near shore waters	海船舶【2011】754号 HCB【2011】No. 754	04-1007	2011年11月23日 Nov. 23, 2011	3年 3 Years
中国石油化工股份有限公司胜利油田分公司海洋石油船舶中心	Sinopec Corp. Shengli Oil Field Shallow Sea Ship Centre	鞠丕华 Pihua Ju	龙口市龙口镇环海路14号 No. 14 Huanhai Rd, Longkou Town, Longkou	一级 Level One	东营港及其近海水域 Dongying Port and near shore waters	海船舶【2011】755号 HCB【2011】No. 755	04-1008	2011年11月23日 Nov. 23, 2011	3年 3 Years
上海晟敏立速服海上应急服务有限公司	Shanghai Resolve-Shengmin OSRO Co., Ltd.	顾寅东 Yandong Gu	上海市宝山区淞浦路921号82/2幢208室 Room 208, Building 82/2, No. 921 Songpu Road, Baoshan Distr, Shanghai	一级 Level One	上海港及其近海水域 Shanghai Port and near shore waters	海船舶【2011】762号 HCB【2011】No. 762	07-1001	2011年11月23日 Nov. 23, 2011	3年 3 Years
中石化中海船舶燃料供应有限公司上海物资分公司	China Shipping & Sinopec Suppliers CO., LTD-Shanghai Materials Branch Company	应志鸿 Zhihong Ying	上海市大连路277号73幢底层 Floor 1, Building 73, No. 277 Dalian Road, Shanghai	一级 Level One	上海港及其近海水域 Shanghai Port and near shore waters	海船舶【2011】763号 HCB【2011】No. 763	07-1002	2011年11月23日 Nov. 23, 2011	3年 3 Years
上海夕阳环保科技有限公司	Shanghai Xiyang Environmental Protection Technology Ltd.	姚惠华 Huihua Yao	上海浦东新区浦东大道2220号906室 Room 906, No. 2220 Pudong Road, Pudong New Distr, Shanghai	一级 Level One	上海港及其近海水域 Shanghai Port and near shore waters	海船舶【2011】764号 HCB【2011】No. 764	07-1003	2011年11月23日 Nov. 23, 2011	3年 3 Years
上海东安海上溢油应急中心有限公司	Shanghai Dongan Offshore Oil Spill Emergency Centre Co., Ltd. (DONGAN)	许纪忠 Jizhong Xu	上海市杨浦区国顺东路24号三层 Floor 3, No. 24 Guoshun East Road, Yangpu Distr, Shanghai	一级 Level One	上海港及其近海水域 Shanghai Port and near shore waters	海船舶【2011】765号 HCB【2011】No. 765	07-1004	2011年11月23日 Nov. 23, 2011	3年 3 Years
上海鑫安船务有限公司	Shanghai Xin'An Shipping Co., Ltd. (XIN'AN)	许强 Qiang Xu	上海市闵行区颛建路61号1幢-50 Room 50, Building 1, No. 61 Zhuanjian Road, Minhang Distr, Shanghai	一级 Level One	上海港及其近海水域 Shanghai Port and near shore waters	海船舶【2011】766号 HCB【2011】No. 766	07-1005	2011年11月23日 Nov. 23, 2011	3年 3 Years
上海希浦工贸有限公司	Shanghai Ship Industry & Trading Co., Ltd	陈星桥 Xingqiao Chen	上海市浦东新区凌桥镇草高路1488弄80号10室 Room 10, No. 80, Lane 1488, Caogao Road, Lingqiao Town, Pudong New District, Shanghai	一级 Level One	上海港及其近海水域 Shanghai Port and near shore waters	海船舶【2011】767号 HCB【2011】No. 767	07-1006	2011年11月23日 Nov. 23, 2011	3年 3 Years
上海环生船舶服务有限公司*	Shanghai Huansheng Shipping Service Ltd.*	陈祖潮 Zuchao Chen	上海青浦区朱家角镇祥凝浜路70、72号 No. 70&72, Xiangningbin Road, Zhujiajiao Town, Qingpu Distr, Shanghai	一级 Level One	上海港及其近海水域 Shanghai Port and near shore waters	海船舶【2011】768号 HCB【2011】No. 768	07-1007	2011年11月23日 Nov. 23, 2011	3年 3 Years
上海千和船务有限公司	Shanghai Qianhe Shipping Co., Ltd. (QIANHE)	朱立尉 Liwei Zhu	上海市青浦区胜利路588号5-441室 Room 5-441, No. 588 Shengli Road, Qingpu Area, Shanghai,	一级 Level One	上海港及其近海水域 Shanghai Port and near shore waters	海船舶【2011】769号 HCB【2011】No. 769	07-1008	2011年11月23日 Nov. 23, 2011	3年 3 Years

Annex II

附件二

中国海事[2011]版 China MSA [2011]Version

协议编号:

Agreement No.:

船舶污染清除协议

(样本)

Agreement for Ship Pollution Response

(Sample)

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 articles 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。对于双方选择的，在中括号以划√方式选定，或者在空格中填写；对于双方不选择的，应在中括号或空格部位打×，以示删除。

4. Choices of options with square brackets and the contents to be filled in blank spaces shall be determined by both parties through negotiation. As for the choices, options shall be chosen by marking a “√” in the square brackets, or filling in the blank spaces. With respect to those that both parties do not apply or choose, a “×” shall be marked in the square brackets or in blank spaces, indicating deletion.

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。

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。

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, 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 ship pollution response organization.

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.



甲方:

Party A:

住所地:

Domicile:

法定代表人:

Legal representative:

联系人:

Contact person:

通讯地址:

Correspondence address:

电话: (24 小时应急电话)传真:

Telephone:(24 hour emergency number) Fax:

电子信箱:

E-mail:

乙方:

Party B:

资质等级及服务区域:

Qualification level and service area:

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 应急电话)传真:

Telephone:(24 hour emergency number) Fax:

电子信箱:

E-mail:

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天内，向乙方提供船舶有关动态信息。甲方应于天内通过填写《附录三》第一条中的表格提供本条所要求的动态信息。甲方应当在协议船舶驶离乙方服务区域前小时，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待命相关信息。

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 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 provide within days the dynamic information required in this Article by completing the boxes in Clause 1 of Appendix III. Party A shall, 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 writing 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。

2. 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.

3、甲方应当配合乙方按照《细则》规定开展船舶污染应急演练。

3. Party A shall cooperate with Party B to carry out ship pollution emergency response exercises as required by the Detailed Rules.

4、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。

4. Party A shall, when a pollution accident happens to the agreed ship, inform Party B immediately and organise 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。乙方应根据《附录三》第二条规定的方式确认收到此信息。

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. Party B shall acknowledge receipt of this information according to the method set out in Clause 2 of Appendix III.

3、乙方应当在接收到协议船舶驶入服务区域的通知后，保证应急船舶、设备和人员处于待命状态。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。

3. Party B shall, upon receiving the notice concerning the agreed ships' entry into the service area, 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.

4、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。

4. 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.

5、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。

5. 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, after the completion of the cleanup operation, cooperate with Party A to conduct the evaluation on such actions.

第三条费用

Article 3 fees and expenses

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

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

of emergency preparation.

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

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

3、为保证污染控制和清除行动顺利进行，如果乙方开展的污染控制和清除行动超过了 30 个工作日，乙方可以要求甲方就已经开展的污染控制和清除行动，每隔 30 个工作日向乙方支付一笔临时费用。临时费用应在乙方向甲方开具临时费用账单后 30 个工作日内汇到乙方指定账户，并从双方最后结算的污染控制和清除费用中扣除。

3. When a pollution control and cleanup action lasts more than 30 working days, to ensure the smooth performance of the actions by Party B, Party B may demand Party A to pay an interim sum every 30 working days for the actions that has been carried out by Party B. This interim payment shall be remitted to the account appointed by Party B within 30 working days after Party B issues the invoice to Party B and such interim payment should be deducted from the final invoice.

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 8 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 8.

第四条 联络人

Article 4 Contact Person

1、甲乙双方应当指定联络人，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。

1. Both parties shall make arrangement for their own contact persons, and ensure that such contact persons can keep in touch with each other 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.

2、甲乙任何一方需要变更联络人或联系方式的，应当及时书面通知另一方，在得到对方确认后，方可变更。

2. Where any Party of the two parties 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.

第五条 保密义务

Article 5 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.

第六条 生效、变更和终止

Article 6 Entry into Effect, Modification and Termination of

Agreement

1、本协议有效期为：

【】 固定期限为年（或月）；

【】 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 years (or months);

[] 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。

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

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.

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

Level 1 SPRO: RMB 2,000,000.00 (RMB 2 million)

Level 2 SPRO: RMB 1,500,000

Level 3 SPRO: RMB 1,000,000

Level 4 SPRO: RMB 500,000

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

第七条违约及侵权责任

Article 7 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.

第八条适用法律及管辖

Article 8 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;

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

第九条 本协议未尽事项，由双方约定后签订补充协议（见附录三）。

Article 9 With respect to matters not covered in this Agreement, both parties may conclude a supplementary agreement. (Appendix III)

第十条 协议份数

Article 10 Copy of this Agreement

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

This original Agreement is in ; each copy bears the same legal effect. Party A holds copy (copies), Party B holds 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):

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

船名	IMO 编号/船舶呼号	其它需要说明的事项

Appendix I:

List of the Agreed Ships

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

附录二（1）：船舶污染清除协议费用

Appendix II.1 Ship Pollution Response Agreement Fee

附录二（2）：船舶污染清除费费率

Appendix II.2 Ship Pollution Response Expense Tariff

附录三：补充协议（如有）

Appendix III Supplementary Agreement (if any)

第 1 条第 1 项和第 2 条第 2 项规定的表格

Insert boxes for Article 1.1 and Article 2.2

支付方式

Mode of payment

ANNEX III

授权委托书¹

Letter of authorization

委托人: _____

Principal: _____

住所地: _____

Domicile: _____

法定代表人: _____

Legal representative: _____

联系人: _____

Contact person: _____

通讯地址: _____

Correspondence address: _____

电话: _____

Telephone: _____

传真: _____

Fax: _____

电子信箱: _____

E-mail: _____

Name of the contracted ship: _____

签约船名: _____

代理人 (代理公司名称或代理船长姓名*): _____

Agent (name of agency or Master*): _____

住所地: _____

Domicile: _____

法定代表人 (仅限代理公司): _____

Legal representative (only for agency): _____

联系人: _____

Contact person: _____

通讯地址: _____

Correspondence address: _____

电话: _____

Telephone: _____

传真: _____

Fax: _____

电子信箱: _____

E-mail: _____

*委托人仅可以在紧急情况下或者船舶没有预先计划突然需要挂靠中国港口时, 委托船长代为签订《船舶污染清除协议》

*The Principal can only authorize the Master to sign the Agreement under an emergency or when the ship need to call at Chinese ports without a prior schedule.

Pursuant to the requirements of the Regulations of the PRC on Administration of the Prevention and Control of Marine Environment Pollution from Ships, Regulations of the PRC on Emergency Preparedness and Response on Marine Environment Pollution from Ships and the Detailed Rules of Maritime Safety Administration of the PRC on the Implementation of the Administration Regime of Agreement for Ship Pollution Response, our company hereby appoint your good company (or the Master of the contracted ship) as our agent as defined by Paragraph 3 of Article 18 of the Detailed Rules of Maritime Safety Administration of the PRC on the Implementation of the Administration Regime of Agreement for Ship Pollution Response with respect to the signing of the Agreement for Ship Pollution Response (hereafter “the Agreement”) and other relevant issues.

根据《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》的有关规定的要求，我司特授权贵司（或签约船舶的船长）作为我司为《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》第18条第三款的规定的代理人，代为我司签署《船舶污染清除协议》和处理相关事宜。

The authorisation provided to the agent by the means of this letter is limited to the following:

贵司的代理权限如下：

To negotiate with the PRC corresponding qualified ship pollution response organization on terms and clauses of the Agreement and on revision, extension and termination of the Agreement after the Agreement is signed;

与获得中国主管部门认可相应资质的船舶污染清除单位协商《船舶污染清除协议》的条件和条款，以及合同成立之后的对于该合同的修改、延期和终止；

To sign the Agreement for Ship Pollution Response on behalf of our company;

代理我司签署《船舶污染清除协议》；

To submit and to file the signed Agreement with PRC Maritime Safety Administrations in charge.

代理我司向主管海事局提交、报备已签署的《船舶污染清除协议》；

Under the instruction of our company, to pay the ship pollution response retainer fee under the Agreement and to collect the refunding of the said retainer fee according to the signed Agreement on behalf of our company; to receive the receipt of the said retainer fee;

根据我司指示，依据《船舶污染清除协议》之规定，代理我司向船舶污染清除单位支付船舶的协议费，代为收取退回的船舶的协议费；并领取有关付款收据；

To deal with any other issues relevant to the signing of the Agreement as instructed by our company.

代为办理我司指示的与签署《船舶污染清除协议》有关的其他事务；

This Authorization shall cease to be effective when the contracted ship departs from the service zone for a voyage Agreement, and this Authorization shall cease to be effective for a time Agreement when the term of the Agreement as agreed expires.

在签订航次《船舶污染清除协议》时，本授权委托书自所代理船舶驶离《船舶污染清除协议》的服务区域时失效；在签订固定期限的《船舶污染清除协议》时，本授权委托书在双方约定的合同期限届满时失效。

This Authorization applies only in the following ports (if applicable):

委托人：¹ _____

Principal: _____

法定代表人 : _____

Legal Representative : _____

(Signature of legal representative and company seal)

日期 (DATE) : _____

ANNEX IV

Table of Contracting Requirement

OSRO Level	Vessel	Vessel carrying oil in bulk		Vessel carrying liquid hazardous cargo other than oil in bulk		Other vessel	
	Service Area	Entering into and exiting port	Performing cargo transfer-at-sea	Entering into and exiting port	Performing cargo transfer-at-sea	Entering into and exiting port	Performing cargo transfer-at-sea
	Within harbor	GT10,000 and above	Beyond 20 nautical miles	GT10,000 and above	Beyond 20 nautical miles	GT50,000 and above	Beyond 20 nautical miles
Class I		GT10,000 and above	Beyond 20 nautical miles	GT10,000 and above	Beyond 20 nautical miles	GT50,000 and above	Beyond 20 nautical miles
Class II	GT2,000(incl.GT2,000) to GT 10,000	Below GT10,000	Within 20 nautical miles	Below GT10,000	Within 20 nautical miles	GT30,000(incl.GT30,000) to GT50,000	Within 20 nautical miles
Class III	GT600(incl.GT600) to GT 2,000					GT20,000(incl.GT20,000) to GT30,000	
Class IV	Below GT600					GT10,000(incl.GT10,000) to GT20,000	