

中国海事[2012]版
China MSA [2012] Version



协议编号:

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

中华人民共和国海事局制

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

协议说明

Introduction to the 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(以下简称本协议)。

1. This 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 Ship 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 Ship, relevant provisions of the Regulations of the People’s Republic of China on Emergency Preparedness and Response on Marine Environment Pollution from Ship 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. of 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:

联系人:

Contact person:

通讯地址:

Correspondence address:

电话:

(24 小时应急电话)

传真: _____

Tel:

(24 hour emergency number)

Fax:

电子信箱:

E-mail:

乙方: 上海潼林船舶有限公司代表港口船舶防污染单位(详见附件五)

Party B: Shanghai Highwoods Ship Co., Ltd. On behalf of SPROs (Appendix V)

服务区域:

本联盟体服务区域如下:

盘锦、丹东、营口、锦州、潍坊、葫芦岛、揭阳、汕尾、江门、中山、滨州、东营、南通、大港、阳江、八所、三亚、马村、防城港、北海、铁山、涠洲岛、上海港、大连港、鲅鱼圈、天津港、新港、黄骅港、秦皇岛港、京唐港、曹妃甸港、唐山港、青岛港、烟台港、龙口、莱州、蓬莱、连云港、

盐城、日照港、岚山港、厦门港、盐田港、蛇口港、赤湾、大铲湾、广州、南沙、惠州港、湛江港、北港、汕头港、东莞、宁德、洋浦港、珠海港、钦州港、泉州港、漳州港、威海、深圳

Service area:

The Contract will cover the following service areas:

PANJIN;DANDONG;YINGKOU;JINZHOU;WEIFANG;HULUDAO;DAGANG;JIEYANG;
SHANWEI;JIANGMENG;ZHONGSHAN;NANTONG;YANGJIANG;BASUO;SANYA;M
ACUN;FANGCHENG;BEIHAI;TIESHAN;WEIZHOUDAO;QIMUDAO;SHANGHAI;DALI
AN;NINGDE;YANCHENG;BINZHOU;DONGYING;BAYUQUAN;TIANJIN;XINGANG;H
UANGHUA;QINGHUANGDAO;JINGTANG;CAOFEIDIAN;TANGSHAN;QINGDAO;YA
NTAI;LONGKOU;LAIZHOU;PENGLAI;LIANYUNGANG;RIZHAO;LANSHAN;XIAMEN;
YANTIAN;SHEKOU;CHIWAN;DACHANWAN;GUANGZHOU;NANSHA;HUIZHOU;ZH
ANJIANG;BEIGANG;SHANTOU;YANGPU;ZHUHAI;QINZHOU;QUANZHOU;ZHANGZ
HOU;DONGGUAN;WEIHAI;SHENZHEN

住所地：上海市奉贤区奉浦大道111号4楼2265室

Domicile: Rm 2265, 4th Floor, No.111, Fengpu Avenue Fengxian District Shanghai

法定代表人：彭正清

Legal representative: William Peng

联系人：

Contact person:

通讯地址：

Correspondence address:

电话：

Tel:

(24 hours emergency number)

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 Ship (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 Ship (hereinafter referred to as "the Rules") and the Detailed Rules of Maritime Safety Administration of the People's Republic of China on the Implementation of the Administration Regime of Agreement for Ship Pollution Response (hereinafter referred to as "the Detailed Rules") and other laws and regulations, Party A and Party B agree to reach the following agreement after equal consultation and on the basis of truthfully and/or completely expressing respective intentions, and the said agreement shall be abided by both Party A and Party B.

第一条 甲方的权利义务

Article 1 Rights and Obligations of Party A

1. 甲方应当向乙方提供本协议框架下接受服务船舶（以下简称协议船舶,见附录一）的基本信息，并按照双方约定方式和内容,在协议船舶进入乙方服务区域前的 3天内，向乙方提供船舶有关动态信息。甲方应当在协议船舶驶离乙方服务区域前72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 ship (hereinafter referred to as "the agreed ship", Appendix I) to receive services under this Agreement, and shall, within 3 days prior to the agreed ship's entry into Party B's service area, inform Party B of the agreed ship's dynamic information in accordance with the time, way and contents agreed by both parties. Party A shall, within 72 hours prior to the agreed ship's departure from Party B's service area, inform Party B of the agreed ship's relevant dynamic information. Party A shall confirm in written form the receipt of information on relevant emergency standby provided by

Party B in accordance with stipulations of paragraph 2 of Article 2 of this Agreement.

2、甲方应当指定联络人，并确保联络人在根据本协议开展应急防备和应急处置过程中保持联系和沟通。甲方需要变更联络人或联系方式的，应当及时书面通知乙方，在得到对方确认后，方可变更。

2. Party A shall make arrangement for her contact persons, and ensure that such contact persons can keep in touch with Party B in the course of the emergency preparedness and response as per this Agreement. Where Party A needs to change its contact person or the contact person's contact detail, such party shall inform the other party by a written notice in a timely manner and no alteration shall be made until receiving the other party's notice for confirmation.

3、甲方应当将本协议副本留存协议船舶上，并确保船上有关人员熟悉协议内容及乙方制定的污染清除作业方案。

3. Party A shall keep a copy of this Agreement on board the agreed ship, and make sure that relevant staffs onboard the ship 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。

Party B shall possess relevant qualification approved by Maritime Safety Administration (MSA), and maintain 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。

Party B shall confirm in written form the receipt of the agreed ship's relevant basic information and dynamic information provided by Party A in accordance with stipulation of paragraph 1 of Article 1, and inform Party A of information on relevant emergency standby provided by Party B in accordance with the time, way and contents agreed by both parties.

3、乙方应当指定联络人,并确保联络人在根据本协议开展应急防备和应急处置过程中保持联系和沟通。乙方提供的联系电话应当为应急联系电话,并保持值守状态。乙方需要变更联络人或联系方式的,应当及时书面通知甲方,在得到对方确认后,方可变更。

3. Party B shall make arrangement for her contact persons, and ensure that such contact persons can keep in touch with Party A in the course of the emergency preparedness and response as per this Agreement. The telephone number provided by Party B shall be an emergency number, and the number shall be kept attended. Where Party B needs to change its contact person or the contact person's contact detail, such party shall inform the other party by a written notice in a timely manner and no alteration shall be made until receiving the other party's notice for confirmation.

4、乙方应当在接收到协议船舶驶入服务区域的通知后,做好应急值守准备,备妥应急船舶、设备和器材。接到甲方协议船舶驶离服务区域的通知后,乙方可取消应急值守。协议船舶从事油类或散装有毒液体物质过驳作业的,乙方应当按照有关规定为协议船舶 布设围油栏,或采取其它适当的替代措施。协议船舶从事油类或散装有毒液体物质装卸作业的,乙方应当确保协议船舶布设围油栏, 或采取其它适当的替代措施。

4. Party B shall, upon receiving the notice concerning the agreed ship's entry into the service area, be on emergency standby duty and make sure that the emergency ship, facilities and equipment are standby. After receiving the notice that the agreed ship of Party A has departed from the service area, Party B may cancel such standby status. Among them, in case

of the agreed ship engaged in transfers of oil or bulk HNS cargo, Party B shall deploy oil boom around the agreed ship or take other appropriate alternative measures according to relevant requirements, where in case of the agreed ship engaged in loading/unloading operation of oil or bulk HNS cargo, Party B shall make sure that around the agreed ship 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 ship.

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 ship, Party B shall, under the command of Party A, carry out pollution control and cleanup actions, and shall co-operate with Party A to conduct the evaluation on such actions.

其它条款 甲乙双方可就本协议相关的其它事项约定并作为本协议的组成部分。

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

第三条 费用

Article 3 fees and expenses

1、甲方应按照双方约定的收费标准（见附录二）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。

Party A shall pay Party B the ship pollution response agreement fees in accordance with the rates (Appendix II) and mode of payment agreed

by both parties for the purposes of compensating Party B the incurred reasonable cost of emergency preparation.

2、协议船舶发生污染事故，乙方根据本协议开展污染控制和清除行动，甲方应当根据附录三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 III.

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个工作日以上，乙方可以要求甲方就乙方已经实施的清污行动，每15个工作日支付一次合理的临时费用。甲方有权利对乙方要求的任何临时费用提出合理的争议。双方没有争议的任何临时费用均应在乙方向甲方开具发票后的15个工作日内汇至乙方指定的账户，且此种临时费用应从双方最后结算的污染控制和清除费用中扣除。任何具有合理争议的金额均应按照下述第4款中关于污染控制和清除行动结束时到期的款项的规定进行处理。

3. When a pollution control and cleanup action lasts more than 5 working days, to ensure the smooth performance of the actions by Party B, Party B may demand Party A to pay a reasonable interim sum every 15 working days for the actions that has been carried out by Party B. Party A shall have the right to raise reasonable disputes in relation to any interim sum demanded. Any undisputed interim payment shall be remitted to the account appointed by Party B within 15 working days after Party B issues the invoice to Party A and such interim payment shall be deducted from the final invoice. Any reasonably disputed sum shall be dealt with in accordance with the provisions relating to payments due upon termination of pollution control and cleanup actions, in accordance with 4 below.

4.在污染控制和清除行动结束后，乙方应向甲方提交已产生的费用清单和证明这些费用的文件，这些文件应附有支出款项的票据以及支付给具体人员的凭证。甲方应于30个工作日内向乙方支付双方没有争议部分的费用；对双方存在争议的费用，应乙方要求，甲方将提供适当的担保，担保形式可以为互保协会的担保函。任何产生的争议应根据双方在第7条中所约定的程序解决。

4. Upon terminating the pollution control and clean-up actions, Party B shall present to Party A a breakdown and evidence for the expenses incurred, such invoice shall be fully supported by attaching bills showing money expended or details of payment to personnel . Party A shall within 30 working days pay the undisputed sum and provide an appropriate security for the sum in dispute if required, such security to be in the form of a letter of undertaking from a P&I Club if offered. Any dispute between the parties shall be resolved in accordance with the agreed procedure in Article 7.

5. 如果乙方在完成污染控制和清除行动后2个月内没有收到船舶污染清除费，则自第三个月起至乙方收到所有未支付的款项为止，甲方应以最高不超过伦敦同业拆借利率加1%作为银行贷款利率承担利息。

5. If party B does not receive ship pollution response fee within 2 months after party B finishes pollution control and clean up actions, party A shall bear bank loan interest up to max LIBOR plus 1% from the third month until party B receive all outstanding payment.

第四条 保密义务

Article 4 Confidentiality Obligation

本协议签订后，无论本协议是否失效、终止，甲乙双方应当负有保守对方提供的所有资料、信息秘密的义务。除了海事管理机构等可依法取得该资料、信息的政府主管机关或者双方可以向其各自保险人披露本协议之外，甲乙双方不得向其它第三方公开资料、信息内容。

After conclusion of this Agreement, no matter whether this Agreement is in effect or not, or no matter whether this Agreement is terminated, both parties are obliged to keep all the materials and information provided by the other party confidential. Except that both parties may disclose the Agreement to their respective insurers and such government authorities as the MSA may obtain the said materials and information in accordance with law, both parties shall not make in public the contents of such materials and information.

第五条 生效、变更和终止

Article 5 Entry into Effect, Modification and Termination of Agreement

1、 本协议有效期为：

【 】 固定期限为 壹 年；

【 】 协议船舶的壹个航次（每一航次时间另行约定）。

本协议自双方签字盖章后生效。

The validity of this Agreement is:

Fixed term of One year;

One voyages of the agreed ship (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 demobilization activities, and Party A shall pay all outstanding fees in accordance with Article 3.4.

3、 甲乙双方终止本协议，或者因一方违约导致本协议无效的，应当立即向海事管理机构报告。

3. Where both parties terminate this Agreement, or where this Agreement becomes invalid due to one party's breach of this Agreement, it shall be reported to MSA immediately.

4. 保险：甲方保证有投保足够的互助保险以满足本合同下的责任。乙方应保持为其在本合同下的责任不低于以下保额的保险，并提供保险详情，包括保单复印件：

一级污染清除单位：人民币200万元
二级污染清除单位：人民币150万元
三级污染清除单位：人民币100万元
四级污染清除单位：人民币50万元

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

Level 1 SPRO: RMB 2,000,000 (RMB 2 million)
Level 2 SPRO: RMB 1,500,000
Level 3 SPRO: RMB 1,000,000
Level 4 SPRO: RMB 500,000

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

第六条 违约及侵权责任

Article 6 Liability for Breach of Contract and Tort

1、 甲乙任何一方因违反本协议的约定或在履行本协议的过程中因过错给对方造成损失的，应根据本协议向对方承担违约责任或依照有关法律的规定向对方承担侵权责任。

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。

Where Party A or Party B fails to perform or completely perform the obligations under this Agreement due to executing the orders or requirements of Ship Pollution Accident Emergency Commanding Organ or MSA, such party may be exempted from undertaking the liability for breach of contract. However, Party A shall, in accordance with the stipulation of Article 3 of this Agreement, pay Party B the expenses incurred for pollution control and cleanup actions that Party B has actually conducted in accordance with this Agreement.

第七条 适用法律及管辖

Article 7 Applicable Law and Jurisdiction

1、本协议及其项下争议适用中华人民共和国法律。

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 进行仲裁；

依法向中华人民共和国有管辖权的法院起诉。

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 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（见附录四）。

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

第九条 协议份数

Article 9 Copy of this Agreement

本协议正本一式 叁 份，具有同等法律效力，甲方持 壹 份，乙方持壹份，一份由乙方及时提交当地港口的海事管理机构以保证船舶进港、作业或离港不延迟。

This original Agreement is in triple; each copy bears the same legal effect. Party A holds one copy (copies), Party B holds one copy (copies), and a copy of the agreement shall be submitted by Party B to the local MSA at the port in such a timely fashion that the vessel's entry, operation or departure will not be delayed.

甲方(盖章):

Party A (seal):

法定代表人/委托代理人(签名):

Legal representative/Entrusted representative: (signature)

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)

Date:

附录二（1）：船舶污染清除协议费用
Appendix II.1 Ship Pollution Response Agreement Fee

	Oil Spill Response Agreement (OSRO)		Oil Fences	
Port & Near Waters	Description (Ship Level)	SPRO Tariff	Ship Net Registration Tonnage	Boom Tariff
Port and Near Shore Waters	Oil tanker, GT above 10000, in & out the area; or Tanker (except oil tanker), engaged in cargo operation at Anchorage (exceed 20 miles away from the shore); or Non-Tank ship, GT between 30000 and 50000, in & out the area;	\$0-1000 Depends on port	no exceed 1000T	\$480.00
	Oil tanker, GT between 2000 and 10000, in & out the area; or Tanker (except oil tanker), engaged in cargo operation at port or Anchorage (no exceed 20 miles away from the shore); or Non Tank ship, GT between 30000 and 50000, in & out the area;		Between 1000T & 3000T	\$580.00
	Oil tanker, GT between 600 and 2000, only working at port; or Non-Tank ship, GT between 20000 and 30000, in & out the area;		exceed 3000T	\$640.00
	Oil tanker, GT less than 600, only working at port; or Non Tank ship, GT between 10000 and 20000, in & out the area ;			

附录三：船舶污染清除费费率

Appendix III Ship Pollution Response Expense Tariff

船舶污染清除费费率在相关机构备案，并在公司网站上公布。

Ship Pollution Response Expense Tariff published on company's website and is on record with ITOPF.

附录四：补充协议

Appendix IV Supplementary Agreement

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

第一条 船舶到港、离港电子通知单

1	船舶名称	
2	船东/管理公司	
3	船舶类型/总吨	
4	日期时间	当前报告时间
5	上一港	
6	航次号	
7	目的地	城市/港口
8	预计到达	日期/时间
9	预计离港	日期/时间
10	下一港口	城市/港口
11	船长	
12	呼号	
13	IMO No	
14	Inm B TEL	
15	Fax	
16	Satcom C	
17	Mobile No	
18	Email	

船舶代理

公司名称	
地址	
直线	
传真	
值班电话	
联系人 1	
联系人 2	
EMAIL ADDRESS	

船舶依据合约需在进入中国水域 96 小时前发到港离港通知，通知发往 enoad@shorefacility.com;如因特殊原因船长未能发到港通知，只要我们收到港口管理单位的船舶到港信息，我们将直接对签约船舶提供服务以确保安全航行。

Electronic Notice of Arrival and Departure (Enoad) Report		
1	NAME OF SHIP	
2	TYPE OF SHIP	
3	GROSS TONNAGE/NET TONNAGE	
4	SHIP OWNERS/MANAGERS	
5	DATE/TIME/LOCATION (Lat., Long.)	
6	DESTINATION	
7	NEXT PORT	
8	ETA	
9	ETD	
10	FUEL / L.O QUANTITY	
11	SLUDGE QTY	
12	SHIP DAILY FUEL CONSUMPTION	
13	GARBAGE QTY.	
14	No. OF CREW ON BOARD	
15	CLEAN CARGO HOLD/TANK AT PORT	<input type="checkbox"/> YES <input type="checkbox"/> No
16	NAME OF CAPT.	
17	NAME OF CHIEF ENG.	
18	IMO No	
19	Inm B TEL	
20	Satcom C	
21	Mobile No	
22	Email	
SHIP AGENT DETAILS		
23	COMPANY NAME	
24	ADDRESS	
25	DIRECT PHONE	
26	FAX NUMBER	
27	DUTY PHONE	
28	CONTACT PERSON 1	
29	CONTACT PERSON 2	
30	EMAIL ADDRESS	
<p>This report is to be completed 96 hours prior to arrival in the Operating Waters of the P. R. of China for setting up OSRO coverage. For tank vessels, a copy of cargo stowage plan is needed. ENOAD is to be sent Via Email to Enoad@shorefacility.com. In case the Master fails to give Enoad, Party B will directly serve the agreed ship to ensure smooth voyage whenever Party B receives the port call information from Port Authorities.</p>		

第二条. 回复协议船舶到达和驶离通知

Clause 2 Return of arrival and departure Notification

收到协议船舶到达和驶离电子通知后, 乙方同意通过邮件确认甲方收到的信息。

Upon receipt of ENOAD, party B agrees to confirm the receipt of information to party A via Email.

第三条费用

Clause 3. FEES

1. 甲方每年为公司船舶支付 0 美金管理费用, 包括船舶到达服务区域的协调管理费用 (在附件二注明)

Party A will pay an annual administration fee of USD \$0 per Company fleet. The fee covers administration fees associated with the coordination of vessel arrivals at the service areas as outlined in Appendix II.

- 2 甲方为每只船舶 (附件一) 进入服务区前,根据附件二支付当前费用, 该费由当地海事局/清污单位制定。

Party A will pay SPRO fee per vessel listed in Appendix I prior to each and every entry into the service areas as outlined in Appendix III, Clause 4. Please refer to list attached Appendix II for the current fee as directed by local MSA / SPROs.

3. 应急支援, 客户的其他任何需求或海事局所要求的服务将会产生其他额外费用。Additional charges will apply for Operational / Response support required for any client-requested or MSA-required service and this will be communicated to party A.

第四条支付方式

Clause 4. Mode of payment

所有费用的付款方式应该在船舶离港前支付上海潼林船舶有限公司, 除非与上海潼林船舶有限公司另有达成协议。

Prior to ship departure, all fees shall be paid to Shanghai Highwoods Ship Co., Ltd. unless another payment terms has been concluded with Shanghai Highwoods Ship Co., Ltd.

For Bank/Wire Transfer Instruction:

Beneficiary Name: Shanghai Highwoods Ship Co., Ltd.

Beneficiary Bank: Bank of China Shanghai Gaoqiao Branch

Beneficiary Bank Add: No. 218 Qingxi Road Pudong New District Shanghai China

SWIFT CODE: BKCH CN BJ 300

USD Account Number: 440375453891

RMB Account Number: 449459218473

All Transfer Fees to be paid by the client, 2.5% interest added each month overdue 汇费由客户承担, 逾期支付将承担 2.5%的月息

附件五 船舶污染应急防备服务确认证书

Appendix V

Certificate of Ship Pollution Response

No.

船名 Name of Ship:

编号 IMO No. of Ship:

船型 Ship type:

总吨 Gross Tonnage:

预计到达 ETA:

港口 Name of the port:

船东 Ship Owners/Operators:

防污染单位 Local SPRO:

兹有上述船舶在码头、浮筒、锚地水域作业。在此郑重督促船方与船舶防污染单位共同遵守有关法律、法规和规章。

We hereby declare that the vessel will berth & carry out operation at wharf/buoy/anchorage in the Port and we seriously urge both ship owners/operators and the SPRO to comply with the relevant laws and regulations.

Certified by,

Shanghai Highwoods Ship Co., Ltd.