

中国海事[2023]版
China MSA [2023] Version

协议编号：
Agreement No.:

船舶污染清除协议

Agreement for Ship Pollution Response

中华人民共和国海事局制
Printed by Maritime Safety Administration of the People's Republic of
China

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 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: _____
联系人: _____
Contact person: _____
通讯地址: _____
Correspondence address: _____
电话: _____ 传真: _____
Telephone: _____ Fax: _____
电子信箱: _____
E-mail: _____

乙方: 大连舜丰船务有限公司
Party B: Dalian Shunfeng Shipping Service Co.,ltd
资质等级及服务区域: 一级; 大连港及其近海水域
Qualification level and service area: Level-1; Dalian Port and
Its
Offshore Waters
住所地: 大连经济技术开发区辽河西路31号3-2
Domicile: No.31-3-2, West Liaohe Rd, Economic& technological
development zone, Dalian, China.
法定代表人: 李晓雯
Legal representative: Xiaowen Li
联系人: 姜柏桥
Contact person: Jack Jiang
通讯地址: 大连市西岗区八一路137号 仲夏村 5号
Correspondence address: No.5 Mid-summer villa, 137 Bayi RD, Xigang
Dist. Dalian, China
电话: +86 13555998424 传真: +86 0411-8248 6367
Telephone: +86 13555998424 Fax: +86 0411-8248 6367
电子信箱: ops@daliashunfeng.com ; jack_jiangbq@aliyun.com
E-mail: ops@daliashunfeng.com ; jack_jiangbq@aliyun.com

根据《中华人民共和国民法典》、《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 Civil Code of the People's Republic of China, the Marine Environment Protection Law of the People's Republic of China, the Regulations of the People's Republic of China on Administration of the Prevention and Control of Marine Environment Pollution from Ships (hereinafter referred to as "the Regulations"), the Regulations of the People's Republic of China on Emergency Preparedness and Response on Marine Environment Pollution from Ships (hereinafter referred to as "the Rules") and the Detailed Rules of Maritime Safety Administration of the People's Republic of China on the Implementation of the Administration Regime of Agreement for Ship Pollution Response (hereinafter referred to as "the Detailed Rules") and other laws and regulations, Party A and Party B agree to reach the following agreement after equal consultation and on the basis of truthfully and/or completely expressing respective intentions, and the said agreement shall be abided by both Party A and Party B.

第一条 甲方的权利义务

Article 1 Rights and Obligations of Party A

1、甲方应当向乙方提供本协议框架下接受服务船舶（以下简称协议船舶，见附录一）的基本信息，并按照双方约定方式和内容，在协议船舶进入乙方服务区域前的3天内，向乙方提供船舶有关动态信息。甲方应当在协议船舶驶离乙方服务区域前3小时，将船舶有关动态信息告知乙方。甲方应当书面确认已收到乙方按照本协议第二条第二款提供的应急值守相关信息。

1. Party A shall provide Party B with basic information of the ships (hereinafter referred to as "the agreed ships", Appendix I) to receive services under this Agreement, and shall, within 3 days prior to the agreed ships' entry into Party B's service area, inform Party B of the agreed ships' dynamic information in accordance with the time, way and contents agreed by both parties. Party A shall, 3 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 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.

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.

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（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 with the rates (Appendix II.1) and mode of payment agreed by both parties for the purposes of compensating Party B the incurred reasonable cost of emergency preparation.

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

2.If Party B carries out pollution control and cleanup actions in

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

3、为确保乙方清污行动的顺利进行，如果污染控制和清污行动持续5个工作日以上，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 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.

第四条 保密义务

Article 4 Confidentiality Obligation

本协议签订后，无论本协议是否生效、终止，甲乙双方应当负有保守双方提供的所有材料、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外，甲乙双方不得向其他第三方公开资料、信息内容。

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

第五条 生效、变更和终止

Article 5 Entry into Effect, Modification and Termination of Agreement

1、本协议有效期为：

【 】固定期限为_____年（或月）；自_____年_____月_____日起至_____年_____月_____日止。

【 】协议船舶的_____个航次，自_____年_____月_____日起至_____年_____月_____日止。

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), from _____ / _____ / _____ (year/month/day) to _____ / _____ / _____ (year/month/day) ;

[]____voyages of the agreed ships, from / / /
(year/month/day) to / / / (year/month/day)

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终止的，或者因协议书不完善导致无效的，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 or imperfection 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 2,000,000.00 (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 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者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 has actually conducted in accordance with this Agreement.

第七条 适用法律及管辖

Article 7 Application 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. Law of the People's Republic of China shall be applied to this Agreement and disputed 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）

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

第九条 协议份数

Article 9 Copy of this Agreement

本协议正本一式 3 份，具有同等法律效力，甲方持 1 份，乙方持 1 份，一份由乙方提交当地港口的海事管理机构。

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

Party B (seal):

法定代表人/委托代理人(签名):

Legal representative/Entrusted representative: (signature)

年 月 日

Date:

附录二（2）：船舶污染清除费费率

Appendix II.2 Ship Pollution Response Expense Tariff

附录3： 溢油应急联络人

Appendix III: Contact Person of Emergency Oil Spill Response

甲方：	
.....	
PART A:	
联系人： _____	
Contact person: _____	
通讯地址： _____	
Address: _____	
电话： _____	传真： _____
Tel: _____	Fax: _____
手机： _____	邮箱： _____
Mobile: _____	Email: _____

乙方： 大连舜丰船务有限公司

PART B: DALIAN SHUNFENG SHIPPING SERVICE CO.,LTD

.....

联系人： 姜柏桥

Contact person: Jack Jiang

通讯地址： 大连市西岗区八一路137号 仲夏村 5号

Address: No. 5 Mid-summer villa, 137 Bayi RD, Xigang Dist. Dalian, China

电话： +86 0411 18804286688 传真： +86 0411 82486055

Tel:+86 0411 18804286688 Fax:+86 0411 82486055

手机： +86 13390060444 / +86 13555998424 (姜柏桥, Jack Jiang)

Mobile: +86 13390060444 / +86 13555998424 (姜柏桥, Jack Jiang)

邮箱： ops@daliانشunfeng.com ; jack_jiangbq@aliyun.com

Email: ops@daliانشunfeng.com ; jack_jiangbq@aliyun.com

附录4:

Appendix IV:

Dalian Shunfeng Shipping Service Co.,Ltd
Emergency operation plan for ships' oil spilling
大连舜丰船务有限公司船舶溢油应急操作方案

The purpose of the plan is to prevent ships' oil spilling or minimum the pollutant. Both of the parties agree that:

为了协议双方能够防止船舶溢油事故的发生,或者最低限度地减少污染程度,双方约定以下方案:

1.Both of the parties should sign the Agreement for Ship Pollution Response and report to Dalian MSA.

1. 协议双方必须签定《中华人民共和国船舶污染清除协议》,并报大连海事局备案。

2.The concerned vessel should report to Dalian Shunfeng Shipping Service Co.,Ltd (hereinafter referred as The company) when arrive in Dalian reporting line with the name of the vessel, Gross tonnage, details of the cargo, the dock and berth, the type of oil and quantity. These information should be confirmed through email.

2. 协议船舶在进入大连港报告线时必须报告大连舜丰船务有限公司(以下简称我公司),包括船舶名称,总吨,装载货物情况,停靠码头及泊位,油舱存油品种及数量等详细数据,并以邮件形式加以确认。

3.After receiving the report, The Company should confirm it and inform the name and position of the oil spilling emergency barge.

3. 当我公司接到协议船舶的报告后,给以确认,并告知我公司溢油应急船舶的名称,位置等。

4. Both of the party agrees that they will listen in 06 Channel or other channel and keep the communication tools unimpeded.

4. 双方约定共同守听06或其他频道,并保持通讯工具畅通。双方确认各自联络人,并明确联系方式。

5. Both of parties agree to conduct the oil spill practice regularly.

5. 双方约定定期进行溢油应急演练。

6. When the oil spilling happens, we should take this procedure:

Take measure to shut down the oil spilling source or reduce the oil spilling quantity immediately. The very first time, the company should reduce the oil spilling quantity; control the area, maximum the degree of pollutant.

Meantime, report to Dalian MSA and the company as follows:

A.Name of the vessel, Nationality, Call sign or number.

- B. Address of ship owner, business operator or manager.
- C. Time of the Oil-spilling occurs, geographical position, weather condition and hydrology.
- D. Type of the pollutants, qty, loading position and so on.
- E. Pollutant degree.
- F. The measures have been taken to control the pollutant, cleaning measures, control situation and assistant requirements.
- G. The other information that relevant regulation requires.

6. 当协议船舶发生溢油时，须按以下要求实施：

立即采取有效措施关闭溢油源或减少溢油数量的措施，第一时间减少溢油数量，控制溢油范围，最大限度地控制污染程度。

同时报告大连海事局和我公司，报告内容如下：

- A. 船舶名称，国籍，呼号或者编号
- B. 船舶所有人，经营人或者管理人的名称，地址
- C. 发生事故的时间，地点以及相关天气水文情况
- D. 船舶上污染物的种类，数量，装载位置等概况
- E. 污染程度
- F. 已采取或者准备采取的污染控制，清除措施和污染控制情况以及救助要求
- G. 有关规定要求应当报告的其他事项

7. After receiving the report, the company should arrange the emergency vessels, materials and facility. Operator should reach to the spot assisting the concerned vessel to block control, recollect and cleaning. He should also adjust acc. the spot situation whether it is in the capability of the company and whether to need assistant.

7. 接到报告后，我公司会在最短时间内安排溢油应急船舶，物资，设备及溢油应急操作人员以最快的速度到达现场，与协议船舶配合进行溢油围控，回收，清除等作业。并根据现场情况确定是否在公司控制能力范围内，是否需要其他力量援助等。

8. During operation, report through Internet or in written form in the base of the 1st report. It should cover the cleaning situation, and the measures undertaken. Finally, report in written form about the disposal result in the base of the 1st report and the 2nd report.

8. 作业过程中可通过网络或书面形式在初报的基础上报告有关确切数据，主要包括污染清除作业进展情况及采取的应急措施等基本情况。最后在初报和续报的基础上，采用书面报告形式进行处理结果报。

9. When the vessel is going to leave Dalian port, it is needed to inform the company 3 hours prior to leave. When the concerned vessel leave Dalian

reporting line, it is necessary to inform the company. The company will confirm by email that the Ship Pollution Response ends.

9. 当协议船舶准备离开大连港时,需提前三小时通知我公司。当协议船舶驶离大连报告线后,以邮件形式通知我公司,我公司以邮件形式确认,双方本航次污染清除协议终止。

粘 贴
AFFIX

大连舜丰船务有限公司

DALIAN SHUNFENG SHIPPING SERVICE CO.LTD

船舶污染清除费率表

APPENDIX II.2 SHIP POLLUTION RESPONSE EXPENSE TARIFF

序号 number	类别 Items	物资名称 Material name	规格型号 Spec & Model	单位 Unit	单价 Unit price RMB	待命费 standby rate	详细信息 detailed information	备注 remark
1	围油栏套系 装备Oil Containment Boom Equipment	充气式橡胶围油栏 Inflatable rubber boom	WQJ1500	米/天 meter/per day	35	18	包含卷绕架, include Winding frame	每天指24小时, per day 24H, 不足一天按一天计算
2		充气围油栏拖头系统 Boom pulling head system	1500	套/天Set/per day	100	50		
3		电机驱动动力站 Motor drive power pack	1500	套/天Set/per day	630	300		
4		电机驱动充吸气机 Motor drive inflator & deflator	1500	套/天Set/per day	192	100	power 20kw	
5		柴油机驱动动力站 Diesel engine power pack	1500	套/天Set/per day	675	300	power 20kw	
6		柴油机驱动充吸气机 Diesel engine inflator & deflator	1500	套/天Set/per day	240	120		
7	PVC浮子式围油栏 PVC float boom	PVC浮子式围油栏 PVC float boom	WGV1500	米/天 meter/per day	24	12	包含围油栏固定锚, Contains the anchor	每天指24小时, per day 24H, 不足一天按一天计算
8		PVC浮子式围油栏 PVC float boom	WGV900	米/天 meter/per day	18	9		
9		PVC浮子式围油栏 PVC float boom	WGV600	米/天 meter/per day	15	8		
10		防火围油栏 Fireproof boom	FW900	米/天 meter/per day	72	36		
11		岸滩围油栏 Shore boom	WQT750	米/天 meter/per day	50	25		
12	喷洒装置 Spray Equipment	船用喷洒装置Ship sprayer	PS120	套/工作日 Set/working day	1,320	660	throughput 135 L/min, <u>包括船用手持式喷枪 include Portable prayer.</u>	每工作日指8小时, per working day 8H. 不足一工作日 按一工作日(8H)计calculated as 1 working day if less than 1 working day(8H)
13		手持喷洒装置 Portable sprayer	PS40	套/工作日 Set/working day	120	60	throughput 18 L/min.15 RMB per hour of portable spray gun is refers to the Marine handheld, has been included in the Marine sprays costs. This is PS40	
14	清洁装置 Cleaning Equipment	热水清洁装置 Hot water Cleaning Equipment	JYCH815B	套/天Set/per day	600	300	throughput 15 L/min	每天指24小时, per day 24H, 不足一天按一天计算
15		冷水清洁装置 Cold water Cleaning Equipment	CJC-1113	套/天Set/per day	400	200	throughput 14 L/min	

序号 number	类别 Items	物资名称 Material name	规格型号 Spec & Model	单位 Unit	单价 Unit price RMB	待命费 standby rate	详细信息 detailed information	备注 remark
16	应急过驳装置 Emergency unloading Equipment	应急防爆卸载泵 Emergency explosion-proof unloading pump	XZB100-1	套/小时Set/hour	1,000	500	包括动力站, Includes power station throughput 100M³/H, power:29KW、3000rpm	
17		应急防爆卸载泵 Emergency explosion-proof unloading pump	XZB200-2	套/小时Set/hour	1,600	800	包括动力站, Includes power station throughput 200M³/H, power:60KW	
18		应急防爆卸载泵 Emergency explosion-proof unloading pump	DOP200	套/小时Set/hour	1,600	800	包括动力站, Includes power station. 防爆、附带加热装置的explosion-proof、 Attached heating device, throughput 200M³/H power:52kW、2500rpm, Germany and the United States of complete fittings	
19		应急防爆卸载泵 Emergency explosion-proof unloading pump	DOP250	套/小时Set/hour	2,000	1,000		
20	发电装置 generating set	电力供应 Generator		套/小时Set/hour	COST PLUS 15%	COST PLUS 7.5%		
21	收油机 Skimmers	动态斜面收油机 Dynamic bevel skimmers	DXS100	套/工作日 Set/working day	2,500	1,250	trademark: huahai, power: 29KW、2800rpm OIL viscosity:high, medium & low .throughput 100M³/H	每工作日指8小时, per working day 8H. 不含燃料油, 不足一工作日按一工作日(8H)计doesn't contain MYC, calculated as 1 working day if less than 1 working day(8H)
22		堰式收油机 Weir skimmers	YSJ-50	套/工作日 Set/working day	1,500	750	trademark: huahai, power:15.3KW、3000rpm, OIL viscosity:high, medium & low .throughput 50M³/H	
23		齿盘式收油机 Gear skimmers	CSJ50	套/工作日 Set/working day	1,700	850	trademark: huahai, power:29KW、2800rpm ,for oils of high viscosity .throughput 50M³/H	
24		转盘转刷式收油机 Turnplate brush skimmers	ZSJ40S	套/工作日 Set/working day	1,600	800	trademark: huahai, power:14.5KW、3000rpm for oils of medium & low viscosity .throughput 40M³/H	
25		维珂玛收油机 VIKOMA skimmers	KOMARA 20	套/工作日 Set/working day	1,150	600	UK VIKOMA throughput 20M³/H, power 6.7kW , Skimmer rate >95%, for oils of medium & low viscosity	
26	吸附材料 bsorbing materials	吸油拖栏 Oil absorbing tow fence	XTL-220	米meter	110			
27		吸油毡 Oil absorbing mat	PP-5	吨Ton	30,000			
28		索科罗化学吸收材料 Sokerol chemical absorbing materials	Sokerol	公斤kg	26		The Australian import	Cost price RMB22 / kg

序号 number	类别 Items	物资名称 Material name	规格型号 Spec & Model	单位 Unit	单价 Unit price RMB	待命费 standby rate	详细信息 detailed information	备注 remark
29	溢油分散剂 Oil dispersant	溢油分散剂 Oil dispersant	常规型 Common	公斤kg	27		非生物降解abiotic degradation	
30	溢油分散剂 Oil dispersant	微普紧急泄漏处理液 WP emergency leakage treatment fluid	生物型 bion	公斤kg	100		生物降解型 Bioremediation Technology	
31	应急作业车辆 Emergency Response Vehicles	叉车 Forklift	3.5T	工作日working day	1,440			每工作日指8小时，per working day 8H. 包括燃油费、驾驶费，不足一工作日按一工作日(8H)计 include MYC、Driving fee, calculated as 1 working day if less than 1 working day(8H)
32		设备运输车辆 Equipment transportation vehicle	3T	工作日working day	1,000			
33			5T	工作日working day	1,500			
34			8T	工作日working day	2,000			
35			12T	工作日working day	2,600			
36			人员运输车辆 Personnel transportation vehicle	5 saddle	工作日working day	500		
37		20 saddle	工作日working day	1,500				
38		污染物运输车辆 pollutant transportation vehicle	3T	工作日working day	1,800			
39			5T	工作日working day	2,000			
40			8T	工作日working day	2,500			
41			12T	工作日working day	3,200			
42		应急作业吊车 Emergency Response crane	吊车 crane	5T	工作日working day	2,400		
43	8T			工作日working day	3,200			
44	25T			工作日working day	4,800			
45	储存装置 Temporary storage device	临时储存装置/中转基坑 Temporary storage device		立方米/天 M³/per day	COST PLUS 15%	COST PLUS 7.5%		
46	储存装置 Temporary storage device	油桶, Fuel Storage Drum	200KG	套/Set	85			

序号 number	类别 Items	物资名称 Material name	规格型号 Spec & Model	单位 Unit	单价 Unit price RMB	待命费 standby rate	详细信息 detailed information	备注 remark
47	油管Hose	≤3英寸油管, ≤3 inch Lay Flat hose	≤3英寸, ≤inch	米/天 meter/per day	5			包含法兰, Contains the flange
48		4英寸油管, 4 inch Lay Flat hose	4英寸, 4inch	米/天 meter/per day	8			
49		6英寸油管, 6 inch Lay Flat hose	6英寸, 6inch	米/天 meter/per day	16			
50		8英寸油管, 8 inch Lay Flat hose	8英寸, 8inch	米/天 meter/per day	28			
51	清除工具 Cleaning tools	手提塑料桶 (带密封盖) Portable plastic bucket (with sealed cap)	20L	每个, pcs	72			
52		防静电油勺 Anti-static oil scoop		每个, pcs	38			
53		防静电油铲 Anti-static oil spade		每个, pcs	38			
54		防爆手电 Explosion-proof flashlight		每个, pcs	75			
55	通讯工具 Communicati on tool	防爆VHF Explosion-proof VHF		个/天pcs/per day	200			
56		卫星电话 Sattelite Phone		每天per day	500			
57	安防用品 PPE	工作马甲 Flotation Work Vest		套, Set	70			
58		安全绳 Safety Harness/		套, Set	100			
59		防化服 Chemical-proof suit	Type C	套, Set	240			
60		安全帽 Safety helmet	MSA	个, pcs	53			
61		防护眼镜 Protection goggles		个, pcs	53			
62		防噪耳罩 Noiseproof ear shield		个, pcs	120			
63		防毒面具 Gas mask		个, pcs	270			

序号 number	类别 Items	物资名称 Material name	规格型号 Spec & Model	单位 Unit	单价 Unit price RMB	待命费 standby rate	详细信息 detailed information	备注 remark
64	安防用品 PPE	口罩 Respirator		个, pcs	15			
65		阻油防护服 Greaseproof protective clothing		套, Set	300			
66		防寒工作服 Cold protective clothing		套, Set	900			
67		隔热服 Heat isolation clothing	连体式 Integral	套, Set	3,000			
68		分体雨衣 Split-type raincoat		套, Set	240			
69		防油手套 Greaseproof gloves		双, Pair	90			
70		耐油防护鞋 Greaseproof protective shoes		双, Pair	372			
71		防滑水靴 Skidproof water boot		双, Pair	120			
72		正压式呼吸器 Positive Pressure Air Breathing Apparatus		套/天, Set/per day	800			
73		眼睛冲洗液 Eye flush fluid		升, Litre	68			
74		急救箱 First aid kit		个, Pcs	690			
75		伤员担架 Wounded stretcher		套, Set	1,800			Wounded stretcher, jianan brand
76	船舶 Ship	溢油应急专业船 Professional oil spill contingency ship	< 600 DWT	工作日working day	26,000	13,000	Oil spill recovery ship, (L*B*H)M: 48.9*8.2*3.25, GT:335, DWT:550, power:220kw, capacity :630M³, crew: 6people, Including spin arm Attach Ship sprayer、skimmer etc.Oil Spill Materials	每工作日指24小时 , per working day 24H. 不足一工作日按一工作日 (8H)计calculated as 1 working day if less than 1 working day (24H)
77			≥ 600 DWT < 1000 DWT	工作日working day	39,000	19,500	Oil spill recovery ship , (L*B*H)M: 43.2*9.2*4.1, GT:497, DWT:905, power:540kw, capacity :1100M³, crew: 6people, Including spin arm Attach Ship sprayer、skimmer etc.Oil Spill Materials	

序号 number	类别 Items	物资名称 Material name	规格型号 Spec & Model	单位 Unit	单价 Unit price RMB	待命费 standby rate	详细信息 detailed information	备注 remark
78	船舶 Ship	溢油应急辅助船 Auxiliary ships	< 300 DWT	工作日working day	16,800	8,400	placed boom ship, (L*B*H)M 30*5.1*2.45, GT:96, DWT:180, power:88kw, crew: 4-5people. Traffic boat & Boom placing boat	每工作日指, 24小时, per working day 24H. 不足一工作日按一工作日 (24H) 计算calculated as 1 working day if less than 1 working day (24H)
79			\geq 300 DWT < 500 DWT	工作日working day	20,200	10,100	Oil ship, (L*B*H)M: 41.2*7.32*3.32, GT:264, DWT:491, power:202kw, capacity :500M ³ , crew: 6people. Attach Oil Spill Materials, Boom placing boat, Transport oil pollution, Temporary storage device	
80			\geq 500 DWT < 1000 DWT	工作日working day	22,500	11,250	Oil ship, (L*B*H)M: 43.88*7.5*3.8, GT:307, DWT:566, power:202kw, capacity :500M ³ , crew: 6people. Attach Oil Spill Materials, Boom placing boat, Transport oil pollution, Temporary storage device	
81	应急人员 Emergency personnel	溢油应急现场普通操作员 ordinary Emergency operator	ordinary	工作日working day	400		经过国家培训, 并获得操作证书。应急操作人员具备应急反应的基本知识和技能, 正确使用应急设备和器材, 实施清污作业。 After the national training, and obtain the certificate. Emergency operators have emergency response of the basic knowledge and skills, correct use of emergency equipment and equipment, implement rack cleaner homework.	每工作日指8小时, per working day 8H. 不足一工作日按一工作日 (8H) 计算calculated as 1 working day if less than 1 working day (8H)
82		溢油应急现场技术操作员 Professiona Emergency operator	skilled	工作日working day	600		经过国家培训, 并获得操作证书(熟练)。应急操作人员具备应急反应的基本知识和技能, 正确使用应急设备和器材, 实施清污作业。 After the national training, and obtain the certificate (skilled) Emergency operators have emergency response of the basic knowledge and skills, correct use of emergency equipment and equipment, implement rack cleaner homework.	
83		溢油应急现场指挥 Onsite commander	Onsite commander	工作日working day	1,600		经过国家培训, 并获得现场指挥证书。现场指挥人员能根据指挥机构的对策, 结合现场情况, 制定具体的清污方案并能组织应急操作人员实施。 After the national training, and obtain the Onsite commander certificate. On-site command staff can according to the command organization strategy, combining site conditions, formulate specific rack cleaner plan and implement emergency operator can organization.	

序号 number	类别 Items	物资名称 Material name	规格型号 Spec & Model	单位 Unit	单价 Unit price RMB	待命费 standby rate	详细信息 detailed information	备注 remark
84	应急人员 Emergency personnel	溢油应急高级指挥 Senior commander	Senior commander	工作日working day	2,800		经过国家培训，并获得高级指挥证书。高级指挥人员具有对船舶污染事故应急反应的宏观掌控能力，能够根据事故情形综合评估风险，及时作出应急响应决策，有效组织实施。 After the national training, and obtain the Senior commander certificate. Senior commander who has to the ship pollution accident emergency response of the macro control ability, can according to the comprehensive evaluation of the situation risk, timely make emergency response decision, effective implementation	每工作日指8小时，per working day 8H. 不足一工作日按一工作日(8H)计calculated as 1 working day if less than 1 working day (8H)
85		溢油应急专家oil spill contingency Specia	Specialist	工作日working day	2,800		具有丰富的溢油应急知识、专业技能和经验。wealth of oil spill emergency knowledge, professional skills and experience.	
86		机械师/焊工Mechanic/Welder	technician	工作日working day	1,200			
87		律师咨询费LEGAL CONSULTING			COST PLUS 10%			
88	应急作业期间人力投入, 若在法定节假日劳动成本是原来3倍; 若在双休日劳动成本是原来2倍。Human input during emergency operation, if the legal holiday labor cost is 3 times the original; If the double cease day labor costs is the original 2 times.							
89	污染物处置 Pollutant disposal fee	固体污染物处理费用 Agreed expenses on solid waste pollutant		公斤, kg	COST		达到当地环保标准要求Local environmental protection to the standard	The rates will be charged on a cost incurred basis and reviewed at the time of an incident
90		危险品、化学品污染物处理费用 Agreed expenses on solid waste/dangerous article chemical pollutant		公斤, kg	COST		达到当地环保标准要求Local environmental protection to the standard	
91		油污水处理 oily water disposal		公斤, kg	COST		达到当地环保标准要求Local environmental protection to the standard	
92		油垃圾处理 Oil Rags&garbage disposal		公斤, kg	COST		达到当地环保标准要求Local environmental protection to the standard	
93	码头 Dockage Fees	污染物处置靠泊码头 ALL PORT AND DOCKAGE FEES			COST PLUS 15%			

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94	其它other	柴油 derv		升, Litre	加运输成本 10%, Transportat ion Cost Plus 10%		根据市场行情, According to the market		
95		汽油 petrol		升, Litre			根据市场行情, According to the market		
96		餐费 for food		人/餐person-time	COST PLUS		按照当地标准 According to local standard		
97		饮用水 purified water		升, Litre	COST PLUS		按照当地标准 According to local standard		
98		租用临近指挥办公室 rent contingency Office Space for command center				COST PLUS 15%			
99		管理费 Overhead				Amount RMB 15%		按船舶污染清除总费用的15%计算。Ship pollution clear 15% of the total expense calculation	
100		税费 taxes and dues				Amount RMB 6%			