

中国海事[2019]版 China MSA [2019]Version

协 编号：
Agreement No.:

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

Party A:

Domicile:

Legal representative:

Contact person:

Correspondence address:

(24)

Telephone: (24 hour emergency number):

/Fax:

/ E-mail:

†

Party B: MAOMING SUNION SEA POLLUTION PREVENTION CO.,LTD

Qualification level and service area: Level 1, waters under the jurisdiction of the
Maoming Maritime Administration
(5†

Domicile:Maoming Petrochemical plant branch, Dianbai district, Maoming City,
Guangdong Prov

Legal representative: Li shengli

Contact person: huanghao

Correspondence

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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 "Regulations"), Regulations of the People's Republic of China on Emergency Response and Response of Marine Environment Pollution (hereinafter referred to as "Regulations")

e



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。

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.

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准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。乙方变更联络人或联系方式的，应当及时书面告知甲方，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入服务区域的知后，做好应急值守准备，备妥应急船舶、设备和器材。接到甲方协议船舶离服务区域的知后，乙方可取消待命。协议船舶从事油类或散有毒液体物作业的，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。

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 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. 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.

5. 乙方应当与甲方择恰当的时机和恰当的协议船舶，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 本协 时，将其制定的污染清 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 English version of the Pollution Response Operation Plan formulated by Party B.

7. 协 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 动。乙方应当在 动结束后， 合甲方开展污染清 动 估。

7. Once a pollution accident happens to the agreed ships, Party B shall, under the command of Party A, carry out pollution control and cleanup actions. And shall cooperate with Party A to conduct the evaluation on such actions.

第三条 用

1、甲方应按照双方约定的收 标准 录二（1） 和支付方式向乙方支付船舶污染清 协 用，用于应急 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. and mode of payment agreed by both parties for the purposes of compensating Party B the incurred reasonable cost of emergency preparation.

2、协 船舶发生污染事故，乙方根据本协 开展污染控制和清 动，甲方应当根据 录二（2） 的 率向乙方支付实 发生的合理的污染控制和清 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 污染控制和乙方清 动 利 ，如果污染控制和清污 动持续 5 个工作日内，乙方可以 求甲方就乙方已经实施的清污 动，每 2 个工作日支付一次合理的临时 用。甲方有权利对乙方 求的任何临时 用提出合理的争 。双方没有争 的任何临时 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 户，且此种临时 用应从双方最后结算的污染控制和清 用中扣 。任何具有合理争 的 均应按照下 第 4 款中关于污染控制和清 动结束时到期的款 的 定处理。

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 2 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 动结束后，乙方应向甲方提交已产生的 用清单和 明 些 用的文件， 些文件应 有支出款 的票据以及支付给具体人员的凭 。甲方应于30个工作日内向乙方支付双方没有争 分的用；对双方存在争 的 用，应乙方 求，甲方将提供 当的担保，担保形式可以为 、保 公司或互保协会的担保函。任何产生的争 应根据双方在第7条中所约定的程序 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 bank,insurance company or 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 动后2个月内没有收到船舶污染清 ，则自第三个月 至乙方收到所有未支付的款 为止，甲方应向乙方支付年利率不 5%的利息。

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 shaii bear bank loan interest up to max 5% from the third month until party B receive all outstanding payment.

第四条 保密义务

本协 签 后，无 本协 是否失效、终止，甲乙双方应当 有保守对方提供的所 料、信息秘密的义务。 了海事管理机构等可依法取得 料、信息的政府主管机关或者双方可以向其各自保 人披 本协 之外，甲乙双方不得向其它第三方公开 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

1、本协议 有效期为：

【 】 固定期 为___年，从 ___年 ___月 ___日到 ___年 ___月 ___日；

【√】 协 船舶的___个航次(每一航次的时 另 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 ___year, from 1st Jan ___to st___.

[√] ___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 变更或终止协 ，甲方或乙方应当按照约定方式提前 30 天 知对方，经双方协商一致后以书 形式确 。但是，协 船舶 入乙方服务区域后，任何一方不得变更或终止本协议。

应急 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 有权在根据本合同 知另一方后 时终止清污服务。乙方在接到此类 知时应停止提供清污服务或任何与之有关的活动，并 必的 散活动，而甲方则应 根据第 3.4 条之 定支付所有未付的 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。

3. W

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 船舶污染事故应急指挥机构或者海事管理机构的指令或 求而未能履 或未能完全履 本协 约定的义务的，可免 其承担 约 任，但是，对于乙方根据本协 已经履 的污染控制和清 动的分，甲方应当根据第三条的约定支付污染控制和清 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.

第七条 适用法律及管

1、本协 及其 下争 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 及其 下的争 ，由双方协商 决；协商不成的，按照下 方式 决：

☐ 申 海事管理机构 ；

☐ 提交中国海事仲 委员会，按照申 仲 时 会现 有效的仲 则在_____（地点） 仲 ；

☒ 依法向中华人民共和国有管 权的法 。

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 本协议未尽事宜，由双方约定后签订补充协议（附录三）。

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

第九条 协议份数。

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，壹份由乙方及时提交当地港口的海事管理机构以保船舶进港、作业或离港不延误。

This original Agreement is in three; each copy bears the same legal effect. Party A hold 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 人/委托代理人(签名):

Legal representative/Entrusted representative (signature) :

年 月 日

Date:

乙方(盖章):

Party B (seal):

MAOMING SUNION SEA POLLUTION PREVENTION CO.,LTD

法定代 人/委托代理人(签名):

Legal representative/Entrusted representative (signature) :

年 月 日

Date:

录一: 协 船舶名单

Appendix I: List of the Agreed Ships

录二(1): 船舶污染清 协 收 标准

Appendix II.1: Ship Pollution Response Agreement Fee

录二(2): 船舶污染清 率

Appendix II.2: Ship Pollution Response Expense Tariff

支付方式

Mode of Payment

录一：协 船舶名单
Appendix I:

协 船舶名单
List of the Agreed Ships

船名	IMO 编号/船舶呼号	船舶类型	总吨位	其他 明事
Ship name	IMO number	Ship type	Grosstonnage	Other

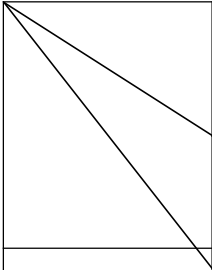
录二（1）：
Appendix II.1

名海域船舶污染清 协 收 标准
Ship Pollution Response Agreement of MAOMING Fee

		1	20	1	20	5	20	3500 /	
	2000 1	2000 1	20	2000 1	20	3 5	20	2500 /	
		600 2000		2000				1500 /	
		600						1300 /	
	600 2000					2 3		1200 /	
	600					1 2		1000 /	

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2
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Ship Pollution Response Agreement of MAOMING Fee

录二（2）：船舶污染清 率

Appendix II.2: Ship Pollution Response Expense Tariff

支付方式

1 现

甲方

甲方的当地船舶代理

甲方的第三方代理人

按照乙方开具的付 明文件于每月十日之前向乙方指定收款 户支付上
月份船舶污染清 协 的 用。

(1) ☐ Cash

Party A

☐ The local ship agent of Party A

☐ The third party authorized by ship owner and proved by China MSA.

Should pay the service fees of previous month to the bank account nominated by
Party B before 10th of every month, with the invoice issued by Party B.

付款时 和收款帐户

Time of payment & Account information

(1) 乙方将出示相关服务 录和付 明文件，甲方按（1）的约定付款

(1) Party B will issue service record and document to Party A. Will collect the
payment as invoiced in agreed on above (1)..

(2) 乙方指定收款帐户为：

户名 名众和海上 污工程有 公司

开户 : 中国建 名石油支

号：4400169040309118168

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

Account Name MAOMING UNION SEA POLLUTION PREVENTION CO.,LTD

Bank Name China Construction Bank MAOMING Petroleum branch

Account No. : 44001690403059118168