



舟山海安溢油应急处理有限公司

Zhoushan Haian Oil Spill Treatment Co., Ltd

协议编号：08-1001-2015-

Agreement No.: 08-1001-2015-

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

甲方：_____

Party A: _____

有效期至2015年12月31日

Valid until: 2015.12.31

中华人民共和国海事局制

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China



协议样本说明

Introduction to the Sample Agreement

一、为了有效实施船舶污染清除协议管理制度，根据《中华人民共和国船舶污染海洋环境应急防备和应急处置管理规定》第二十九条的规定，制定船舶污染清除协议样本（以下简称本协议）。

1. This Sample Agreement for Ship Pollution Response (hereinafter referred to as “this Agreement”) is formulated in accordance with the provisions of Article 29 of the Regulations of the People’s Republic of China on Emergency Preparedness and Response on Marine Environment Pollution from Ships for the purpose of effectively implementing the regime of agreement for ship pollution response.

二、船舶所有人、船舶管理人或者船舶的实际经营人（甲方）与取得相应资质的船舶污染清除单位（乙方），应当根据《中华人民共和国防治船舶污染海洋环境管理条例》第三十三条以及《中华人民共和国船舶污染海洋环境应急防备和应急处置管理规定》、《中华人民共和国海事局船舶污染清除协议管理制度实施细则》的有关规定，在船舶作业前或者进出港口前签订船舶污染清除协议。

2. The owner, manager or actual operator of a ship (Party A) shall, prior to ship’s operation or entering into or leaving from a port, conclude this Agreement with a qualified ship pollution response organization (Party B) in accordance with Article 33 of the Regulations of the People’s Republic of China on Administration of the Prevention and Control of Marine Environment Pollution from Ships, relevant provisions of the Regulations of the People’s Republic of China on Emergency Preparedness and Response on Marine Environment Pollution from Ships and relevant provisions of the Detailed Rules of Maritime Safety Administration of the People’s Republic of China on the Implementation of the Administration Regime of Agreement for Ship Pollution Response.

三、本协议中的第一条、第二条权利义务条款为强制性条款，协议双方不得更改其内容。本协议未尽事项，协议双方可另行补充约定，但不得违反国家有关法律、法规、规章规定以及本协议中甲乙双方的基本权利义务的约定。本协议的签订不得影响甲乙双方根据有关法律、法规和规章的规定所享有的包括责任限制等在内的权利以及应承担的义务。

3. The Article 1 and Article 2 on rights and obligations of this Agreement are mandatory and both parties shall not change the contents of these articles. For matters not covered in this Agreement, the parties may reach a separate supplementary agreement. In no case should such supplementary agreement violate relevant provisions of laws, regulations and rules as well as stipulations in this Agreement concerning both parties’ fundamental rights and obligations. The conclusion of this Agreement shall not prejudice the rights and obligations that shall be enjoyed or borne by both parties in accordance with relevant laws, regulations and rules, including the right of limitation of liability.

四、对协议文本中括号中需要选择的内容以及空格部位需要填写的内容，双方应当协商确定。

4. Choices of options with square brackets and the contents to be filled in blank



spaces shall be determined by both parties through negotiation.

五、协议采用14位数字编号（如01-1001-2011-0001），其中，前两位表示直属海事局代码，第3位表示船舶污染清除单位资质等级，分别用1、2、3、4对应一、二、三、四级船舶污染清除单位的资质，第4至6位表示船舶污染清除单位代码，由各直属海事局确定，第7至10位表示签订协议的年份，第11至14位表示协议序号，由各船舶污染清除单位确定。

5. The Agreement adopts fourteen numbers as its serial number (such as 01-1001-2011-0001), amongst which the first two numbers represent the code of a MSA directly under the P.R China MSA; the third number represents the qualification level of the ship pollution response organization (SPRO), 1, 2, 3 and 4 respectively represents level-1, level-2, level-3 and level-4; the fourth to sixth number represents the code of the ship pollution response organization and shall be determined by the MSA directly under the P.R China MSA; the seventh to tenth represents the year in which the Agreement is concluded; the eleventh to the fourteenth represents the sequence number of the Agreement and shall be determined by the SPRO.

各直属海事局代码分别为：辽宁局01，天津局02，河北局03，山东局04，江苏局05，福建局06，上海局07，浙江局08，广东局09，深圳局10，广西局11，海南局12。

Codes of MSA directly under the P.R China MSA are as follows: Liaoning MSA: 01, Tianjin MSA: 02, Hebei MSA: 03, Shandong MSA: 04, Jiangsu MSA: 05, Fujian MSA: 06, Shanghai MSA: 07, Zhejiang MSA: 08, Guangdong MSA: 09, Shenzhen MSA: 10, Guangxi MSA: 11, Hainan MSA: 12.

船舶污染清除单位连锁机构应当按照以下规则予以编号：代表其它船舶污染清除单位签订协议的船舶污染清除单位，应当在其签订的协议正本上按照上述要求用本单位的证书编号予以编号，即采用14位数字编号（如01-1001-2011-0001）。为了方便船舶办理进出港口或作业手续，被代表的其它船舶污染清除单位将协议副本报当地海事管理机构备案的，应当在协议副本上加注被代表的其它船舶清除单位的证书编号（如01-1001-2011-0001-07-1007）。协议船舶可持协议正本或副本办理船舶进出港口或作业手续。

For those chain SPROs, the following rules are applicable: For the SPRO representing other SPRO, the 14-number rule as above-mentioned shall be used on the original Agreement, such as 01-1001-2011-0001. To facilitate ship's entering or leaving or operation permission procedures, other SPRO being represented shall make a mark by adding the serial number of SPRO being represented after 14-number above, such as 01-1001-2011-0001-07-1007 on the copy Agreement. Whether the original or copy agreement may be present to MSA for procedures of ship's operation or entering into or leaving from a port.



甲方：

Party A:

住所地：

Domicile:

法定代表人：

Legal representative:

业务联系人：

24小时应急联系人：

Contact person:

Emergency contact person:

通讯地址：

Correspondence address:

电话：

传真：

Telephone:

Fax:

24小时应急电话/ 24 hour Emergency phone:

电子信箱/E-mail:

乙方： 舟山海安溢油应急处理有限公司

Party B: Zhoushan Hai'an Oil Spill Treatment Co., Ltd.

资质等级及服务区域： 一级资质 宁波-舟山港及其近海海域20海里以内，临时覆盖嘉兴港及其附近海域20海里以内的一级船舶

Qualification level and service area: Level-1 qualifications Ningbo-Zhoushan Port and its offshore waters within 20 nautical miles, temporary cover level one ships of Jiaxing port and its offshore waters within 20 nautical miles

住所地： 舟山市定海区兴舟大道（西段）189号海运大厦东20楼

Domicile: 20th floor East Block of Ocean Terminal No.189 Xingzhou Av. Dinghai Area Zhoushan

法定代表人： 陈汉尧

Legal representative: Hanyao Chen

联系人： 黄挺（业务） 刘江军（24小时应急联络人）

Contact person: Alan Huang(Business Dept.) Jiangjun Liu (Emergency Dept.)

通讯地址： 舟山市定海区兴舟大道（西段）189号海运大厦东20楼

Correspondence address: 20th floor East Block of Ocean Terminal No.189 Xingzhou Av. Dinghai Area Zhoushan

业务咨询电话/Business: 0580-8806085

传真/FAX: 0580-8806080

溢油应急24小时电话： 0580-8805066 传真： 0580-8806080



24hr Emergency Phone NO. : 0580-8805066 Fax:0580-8806080

电子邮箱/E-mail: zshayy@163.com

根据《中华人民共和国合同法》、《中华人民共和国海洋环境保护法》、《中华人民共和国防治船舶污染海洋环境管理条例》、《中华人民共和国船舶污染海洋环境应急防备和应急处置管理规定》、《中华人民共和国海事局船舶污染清除协议管理制度实施细则》（以下简称《细则》）等有关法律、法规和规章的规定，甲乙双方经过友好协商，在真实、充分地表达各自意愿的基础上，达成如下协议，并由双方共同恪守。

In accordance with relevant provisions of the Contract Law of the People's Republic of China, the Marine Environment Protection Law of the People's Republic of China, the Regulations of the People's Republic of China on Administration of the Prevention and Control of Marine Environment Pollution from Ships (hereinafter referred to as "the Regulations"), the Regulations of the People's Republic of China on Emergency Preparedness and Response on Marine Environment Pollution from Ships (hereinafter referred to as "the Rules") and the Detailed Rules of Maritime Safety Administration of the People's Republic of China on the Implementation of the Administration Regime of Agreement for Ship Pollution Response (hereinafter referred to as "the Detailed Rules") and other laws and regulations, Party A and Party B agree to reach the following agreement after equal consultation and on the basis of truthfully and/or completely expressing respective intentions, and the said agreement shall be abided by both Party A and Party B.

第一条 甲方的权利义务

Article 1 Rights and Obligations of Party A

1、甲方应当向乙方提供本协议框架下接受服务船舶（以下简称协议船舶，见附录一）的基本信息，并按照双方约定方式和内容，在协议船舶进入乙方服务区域前的2天内，向乙方提供船舶有关动态信息。甲方应当在协议船舶驶离乙方服务区域前6小时，将船舶有关动态信息告知乙方。甲方应当书面确认已收到乙方按照本协议第二条第二款提供的应急值守相关信息。

1. Party A shall provide Party B with basic information of the ships (hereinafter referred to as "the agreed ships", Appendix I) to receive services under this Agreement, and shall, within 2 days prior to the agreed ships' entry into Party B's service area, inform Party B of the agreed ships' dynamic information in accordance with the time, way and contents agreed by both parties. Party A shall, 6 hours prior to the agreed ships' departure from Party B's service area, inform Party B of the agreed ships' relevant dynamic information. Party A shall confirm in written form the receipt of information on relevant emergency standby provided by Party B in accordance with stipulations of paragraph 2 of Article 2 of this Agreement.

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

2. Party A shall make arrangement for her contact persons, and ensure that such contact persons can keep in touch with Party B in the course of the emergency preparedness and



response as per this Agreement. Where Party A needs to change its contact person or the contact person's contact detail, such party shall inform the other party by a written notice in a timely manner and no alteration shall be made until receiving the other party's notice for confirmation.

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

3. Party A shall keep this Agreement onboard the agreed ships, and make sure that relevant staffs onboard the ships are familiar with the contents of this Agreement and the contents of Pollution Response Operation Plan formulated by Party B.

4、甲方应当配合乙方按照《细则》规定开展船舶污染应急演练。

4. Party A shall cooperate with Party B to carry out ship pollution emergency exercises in accordance with the provisions of the Detailed Rules.

5、甲方应当在协议船舶发生污染事故时，立即通知乙方并组织开展污染控制和清除行动。甲方应当在行动结束后，配合乙方开展污染清除行动评估。

5. Party A shall, when a pollution accident happens to the agreed ship, inform Party B immediately and coordinate the pollution control and cleanup action. Party A shall, after the termination of such actions, cooperate with Party B to carry out the evaluation on such actions.

第二条 乙方的权利义务

Article 2 Rights and Obligations of Party B

1、乙方应当具有海事管理机构批准的资质，并保持相应的应急清污能力。

1. Party B shall possess relevant qualification approved by Maritime Safety Administration (MSA), and maintains its corresponding capability of pollution response.

2、乙方应当书面确认已收到甲方按照第一条第一款约定提供的协议船舶的基本信息和动态信息，并按照双方约定的时间、方式和内容将乙方应急值守的相关信息告知甲方。

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

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

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

4、乙方应当在接收到协议船舶驶入服务区域的通知后，做好应急值守准备，备妥应急船舶、设备和器材。接到甲方协议船舶驶离服务区域的通知后，乙方可取消



应急值守。协议船舶从事油类或散装有毒液体物质过驳作业的，乙方应当按照有关规定为协议船舶布设围油栏，或采取其它适当的替代措施。协议船舶从事油类或散装有毒液体物质装卸作业的，乙方应当确保协议船舶布设围油栏，或采取其它适当的替代措施。

4. Party B shall, upon receiving the notice concerning the agreed ships' entry into the service area, be on emergent standby duty and make sure that the emergency ships, facilities and equipments are standby. After receiving the notice that the agreed ships of Party A have departed from the service area, Party B may cancel such standby status. Among them, in case of the agreed ships engaged in transfers of oil or bulk HNS cargo, Party B shall deploy oil boom around the agreed ships or take other appropriate alternative measures according to relevant requirements, where in case of the agreed ships engaged in loading/unloading operation of oil or bulk HNS cargo, Party B shall make sure that around the agreed ships oil boom is deployed or other appropriate alternative measures are taken.

5. 乙方应当与甲方选择适当的时机和适当的协议船舶，开展联合船舶污染应急演练。

5. Party B and Party A shall carry out joint ship pollution emergency exercises at appropriate time with the involvement of the appropriate agreed ships.

6. 乙方应当在签订本协议时，将其制定的污染清除作业方案中英文文本向甲方提供。

6. Party B shall, when concluding this Agreement, provide Party A with a Chinese and/or English version of the Pollution Response Operation Plan formulated by Party B.

7、协议船舶发生污染事故时，乙方应当在甲方的组织下开展污染控制和清除行动。乙方应当在行动结束后，配合甲方开展污染清除行动评估。

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

第三条 费用

Article 3 fees and expenses

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

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

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

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

3. 为确保乙方清污行动的顺利进行，如果污染控制和清污行动持续5个工作日内，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 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 month 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 months 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、延续、变更和终止

Article 5 Entry into Effect, Extension, Modification and Termination of Agreement

1、本协议有效期为：

【v】固定期限为自签订之日起至2015年12月31日止。



【X】 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:

[V] Fixed term of From Signing date To 31st, Dec., 2015。

[X] ___ Voyages of the agreed ships (the time of each voyage shall be determined by separate agreement).

This Agreement shall enter into effect as of signed and stamped by both parties.

2、有效期届满，在协议有效期内经双方书面确认后，本协议自动延续。

2. This agreement could be extended after confirmed by both Parties in writing.

3、未发生溢油时的合同终止。甲乙双方如需变更或终止协议，甲方或乙方应当按照约定方式提前 30 天通知对方，经双方协商一致后以书面形式确认。但是，协议船舶进入乙方服务区域后，任何一方不得变更或终止本协议。

应急行动的终止：即使有本合同其他条款的约定，在与海事局协商后，合同的任何一方都有权在根据本合同通知另一方后随时终止清污服务。乙方在接到此类通知时应停止提供清污服务或任何与之有关的活动，并进行必要的遣散活动，而甲方则应该根据第 3.4 条之规定支付所有未付的费用。

3. Termination of Agreement when not employed during spill

In case Party A or Party B needs to modify or terminate the Agreement, Party A or Party B shall give 30 days' notice to the other party in the agreed way, and such modification or termination shall be confirmed in writing by both parties' consensus intention through negotiation. However, after the agreed ship(s) has (have) entered into the service area of Party B, neither party shall modify or terminate this Agreement.

Termination of Response : Notwithstanding any other term of this Contract, each of the Parties shall be entitled at any time to terminate the spill response services, or any portion thereof, being provided under this Contract by giving notice to the other, after discussion with MSA. Upon such notice being provided, Party B shall cease to provide the spill response services or any portion thereof, and shall carry out any required demobilisation activities, and Party A shall pay all outstanding fees in accordance with Article 3.4.”

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

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

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

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

5、甲方所属船舶名录变动时需及时告知乙方，如因甲方未及时告知乙方所属船舶名录更新情况导致甲方船舶不能正常进出港口、装卸、过驳作业等，乙方不负任何责任。

5. Party A should inform Party B the list of the agreed ships in time when ships' information changed. If Party A does not inform it in time that lead to the ships of Party A



cannot enter into or leave Ningbo port or handling and transferring operations normally, Party B irresponsible.

第六条 违约及侵权责任

Article 6 Liability for Breach of Contract and Tort

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

1. Where a Party causes any damage or loss to the other Party due to its breach of this Agreement or fault in the course of performing this Agreement, such Party shall, in accordance with this Agreement, bear the liability for breach of contract to the other Party, or be liable to the other Party for infringement of rights in accordance with provisions of relevant laws.

2、 在履行本协议的过程中，甲乙双方造成第三人损害，或者第三人造成甲方或乙方损害的，应当依照有关法律的规定承担相应的责任。

2. Where Party A or Party B causes any damage or loss to a third party due to performance of this Agreement, or where a third party causes any damage or loss to Party A or Party B, the party concerned shall bear corresponding liability in accordance with provisions of relevant laws.

3、 甲方或者乙方因执行船舶污染事故应急指挥机构或者海事管理机构的指令或要求而未能履行或未能完全履行本协议约定的义务的，可免除其承担违约责任，但是，对于乙方根据本协议已经履行的污染控制和清除行动的部分，甲方应当根据第三条的约定支付污染控制和清除费用。

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

第七条 适用法律及管辖

Article 7 Applicable Law and Jurisdiction

1、 本协议及其项下争议适用中华人民共和国法律。

1. Laws of the People's Republic of China shall be applied to this Agreement and disputes arising from this Agreement.

2、 双方对本协议及其项下的争议，由双方协商解决；协商不成的，按照下述方式解决：

申请海事管理机构调解；

提交中国海事仲裁委员会，按照申请仲裁时该会现行有效的仲裁规则在（地点）进行仲裁；

依法向中华人民共和国有管辖权的法院起诉。

2. Any and all disputes arising from this Agreement shall be solved through both parties' mutual negotiation; where no resolution is reached after negotiation; such dispute shall be resolved in accordance with the following:

Submit such dispute to MSA for mediation;

Submit such dispute to the China Maritime Arbitration Commission for arbitrating at



(location) in accordance with the arbitration rules effective at the time of arbitration;
[] Bring an action before a court in the People's Republic of China that has jurisdiction.
第八条本协议未尽事项，由双方约定后签订补充协议（见附录三）。

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

第九条协议份数

Article 9 Copy of this Agreement

本协议正本一式二份，具有同等法律效力，甲方持一份，乙方持一份，由乙方提交一份扫描件于当地港口的海事管理机构。

This original Agreement is in 2; each copy bears the same legal effect. Party A holds 1 copy (copies), Party B holds 1 copy (copies), and a scan copy shall be submitted the local MSA at the port.

甲方(盖章):

Party A (seal):

法定代表人/委托代理人(签名):

Legal representative/Entrusted representative: (Signature)

年 月 日

Date:

乙方(盖章): 舟山海安溢油应急处理有限公司

Party B (seal): Zhoushan Haian Oil Spill Treatment Co., Ltd

法定代表人/委托代理人(签名):

Legal representative/Entrusted representative: (Signature)

年 月 日

Date:

附录一：协议船舶名单

Appendix I: List of the Agreed Ships

附录二（1）：船舶污染清除协议费用

Appendix II.1: Ship Pollution Response Agreement Retainer Fee

附录二（2）：船舶污染清除费费率

Appendix II.2: Ship Pollution Response Expense Tariff

附录三：补充协议



Appendix III: Supplementary Agreement

附录一：

Appendix I:

协议船舶名单

List of the Agreed Ships

船名 Ships name	IMO编号/呼号 IMO No./ Call sign	总吨 Gross Tonnage	船舶类型 Ship's type	其它需说明事项 Other matters to be remarked





附录二 (1) 宁波-舟山海域船舶污染清除协议费率标准
Appendix II: 1. Retainer Fee of Ningbo-Zhoushan port

船舶类型 Type 服务区域 Area 单位等级 Grade	载运散装油类货物的船舶 Ships carrying oils in bulk			载运油类之外的其他散装液体污染危害性货物的船舶 Ships carrying bulk liquid pollution hazard cargo other than oils in bulk		载运非散装液体污染危害性货物的船舶 Other ships	
	港区内 Within port	进出港口 Entering into and exiting port	港外过驳 Performing cargo transfer out of port	进出港口 Entering into and exiting port	港外过驳 Performing cargo transfer out of port	进出港口 Entering into and exiting port	港外过驳 Performing cargo transfer out of port
一级 (Grade One) ¥1650 (1650RMB) \$280 (USD280)	1 万总吨以上 (GT10,000 and above)	1 万总吨以上 (GT10,000 and above)	20 海里以外 (Beyond 20 nautical miles)	1 万总吨以上 (GT10,000 and above)	20 海里以外 (Beyond 20 nautical miles)	5 万总吨以上 (GT50,000 and above)	20 海里以外 (Beyond 20 nautical miles)
二级 (Grade Two) ¥1000 (1000RMB) \$175 (USD175)	2000 至 1 万总吨 (GT2,000 to GT10,000)	2000 至 1 万总吨 (GT2,000 to GT10,000)	20 海里以内 (Within 20 nautical miles)	2000 至 1 万总吨 (GT2,000 to GT10,000)	20 海里以内 (Within 20 nautical miles)	3 万至 5 万总吨 (GT30,000 to GT50,000)	20 海里以内 (Within 20 nautical miles)
三级 (Grade Three) ¥600 (600RMB) \$110 (USD110)	600 至 2000 总吨 (GT600 to GT2,000)	600 至 2000 总吨 (GT600 to GT2,000)		600 至 2000 总吨 (GT600 to GT2,000)		2 万至 3 万总吨 (GT20,000 to GT30,000)	
四级 (Grade Four) ¥450 (450RMB) \$85 (USD85)	600 总吨以下 (Below GT600)	600 总吨以下 (Below GT600)		600 总吨以下 (Below GT600)		1 万至 2 万总吨 (GT10,000 to GT20,000)	
按年签协折算率 Annual discount	签订年协议, 该船舶经营人到港船舶年总艘次大于 100 艘次部分按 80% 计收, 大于 200 艘次部分 60% 计收。 For annual agreement: 1-100: full price 101-200: 20% off ≥201: 40% off (Unit: voyage) 单船以每年 45 航次为限 Maximum 45 voyage for single ship per year 注: 需要围油栏布放的船舶, 其作业费另计。 Deploy oil boom around the agreed ships will be charged separately. USD price is recommended price.						



附录二（2）宁波-舟山海域海上溢油应急处置应急资源使用费率表

Appendix II : 2. Ship Pollution Response Expense Tariff of Ningbo-Zhoushan port

1. 溢油应急船舶和辅助船舶 Vessel (相关定义及解释请仔细阅读 7.说明 relevant definition please read 7. Remark)

1.1 溢油应急船舶 Emergency Response Ships

船名 Vessel Name	类型 Vessel Type	总长度 Length (m)	总吨 GT (m ³)	载重吨 DWT (t)	储存量 Storage (m ³)	总功率 Power (KW)	最低 配备船员 Minimum manning crew	标准配备 Standard Equipment	费率/元 Rate/RMB
甬洁 1 Yong Jie 1	溢油回收船 Oil Spill Recovery Vessel	49.16m	470m ³	924.3t	669.46 m ³	528KW	5	充气围油栏 400 米、动态斜面 收油机 1 台、船载固定喷洒装 置 1 套、溢油分散剂 100 桶、 吸油毡 80 包、污油桶 4 个、 捞油杠 2 根 Inflatable oil containment boom 400m Submersion absorbent Belt Skimmer 1set Dispersant Applicator – Vessel 1set Oil Spill dispersant 2500L Oil absorbent mat 80box Oil bucket 4item Oil stick 2item	25000/ 工班, 超 出 1 工班按 2800/小时计费 (包含船舶的损 耗、耗材、油耗、 最低配备船员以 及靠泊费用) 25000/ shift, over 1 shift will charge 2800/hr (cover wear& tear, consumables, fuel, minimum manning crew and berthing costs)
甬洁 2 Yong Jie 2	溢油回收船 Oil Spill Recovery Vessel	53.20m	499m ³	1314.3 t	931.2 m ³	218KW	5		
海安清 1 Hai An Qing 1	溢油回收船 Oil Spill Recovery Vessel	46.5m	391m ³	502t	554.7m ³	660KW	4		
海安清 2Hai An Qing 2	溢油回收船 Oil Spill Recovery Vessel	46.5m	391m ³	502t	554.7m ³	660KW	4		



1.2 辅助船舶 Emergency Auxiliary Ships

船名 Vessel Name	类型 Vessel Type	总长度 Length (m)	总吨位 GT (m ³)	总功率 Power (KW)	最低配备船员 Minimum manning crew	标准配备 Standard Equipment	费率/元 Rate/RMB
甬洁 11 Yong Jie 11	辅助船 Auxiliary ship	20.05m	42m ³	132.5KW	2	吸油拖栏 4 包 (48 米) 溢油分散剂 40 桶 消油剂喷洒装置 2 台 吸油毡 30 包 24*50 绳索 5 根 20*50 绳索 4 根 16*50 绳索 5 根 M25 卸扣 5 只 M16 卸扣 15 只 M12 卸扣 4 只 浮球 7 只; 捞油网 4 顶 污油桶 4 个; 捞油杠 2 根 Oil absorbent boom 48m Oil Spill dispersant 1000L Dispersant Spray Systems 2Set Oil absorbent mat 30box Rope 24*50 5 item 20*50 4 item 16*50 5 item Shackle M25 5 item M16 15 item M12 4 item Floating ball 7set Oil net 4item Oil stick 2item Oil bucket 4item	5000/ 工班, 超出 1 工班 按 600/hour 计费(包含船 舶的损耗、耗 材、油耗、最 低配备船员 以及靠泊费 用) 5000/ shift over 1 shift will charge 600/hr (cover wear& tear, consumables, fuel, minimum manning crew and berthing costs)
甬洁 12 Yong Jie 12	辅助船 Auxiliary ship	20.03m	42m ³	132.5KW	2		
甬洁 15 Yong Jie 15	辅助船 Auxiliary ship	16.8m	22m ³	110KW	2		
甬洁 16 Yong Jie 16	辅助船 Auxiliary ship	16.8m	22m ³	110KW	2		
甬洁 17 Yong Jie 17	辅助船 Auxiliary ship	16.8m	22m ³	110KW	2		
甬洁 18 Yong Jie 18	辅助船 Auxiliary ship	16.8m	22m ³	110KW	2		
浙榭机 215 ZheXieJi 215	辅助船 Auxiliary ship	15.8m	11m ³	59KW	2		
海鑫工 1 HaiXin Gong 1	辅助船 Auxiliary ship	15m	20m ³	107KW	2		
浙榭机 216 ZheXieJi 216	辅助船 Auxiliary ship	14.6m	8 m ³	30KW	2		
国华工 2 Guo Hua Gong 2	辅助船 Auxiliary ship	15.8m	11m ³	70KW	2		



船名 Vessel Name	类型 Vessel Type	总长度 Length (m)	总吨位 GT (m ³)	总功率 Power (KW)	最低配备船员 Minimum manning crew	标准配备 Standard Equipment	费率/元 Rate/RMB
甬海安 1 Yong Hai An 1	指挥船 Command ship	25m	75 m ³	596KW	2	AIS、High Frequency、GPS、 Oil absorbent mat and Oil spill dispersant	17000/shift 2000/hr if over 1 shift
甬洁 7 Yong Jie 7	指挥船 Command ship	20m	45 m ³	132.5KW	2	AIS、High Frequency、GPS、 Oil absorbent mat and Oil spill dispersant	5000/ shift over 1 shift will charge 600/hr(cover wear& tear, consumables, fuel, minimum manning crew and berthing costs)
甬洁 8 Yong Jie 8	指挥船 Command ship	20m	46 m ³	132.5KW	2		
甬海安 15 Yong Hai An 15	辅助船 Auxiliary ship	19.8m	41 m ³	110KW	2	AIS、High Frequency、GPS、 Oil absorbent mat and Oil spill dispersant	
甬海安 16 Yong Hai An 16	辅助船 Auxiliary ship	19.8m	41 m ³	110KW	2		
甬海安 17 Yong Hai An 17	辅助船 Auxiliary ship	17m	23 m ³	110KW	2		
甬海安 18 Yong Hai An 18	辅助船 Auxiliary ship	17m	23 m ³	110KW	2		
甬海安 19 Yong Hai An 19	辅助船 Auxiliary ship	17m	23 m ³	110KW	2		
甬海安 20 Yong Hai An 20	辅助船 Auxiliary ship	17m	23 m ³	110KW	2		



船名 Vessel Name	类型 Vessel Type	总长度 Length (m)	总吨位 GT (m ³)	总功率 Power (KW)	最低配备船员 Minimum manning crew	标准配备 Standard Equipment	费率/元 Rate/RMB
舟海清 1 Zhou Hai Qing 1	辅助船 Auxiliary ship	25.90m	61 m ³	88KW	2	吸油拖栏 4 包 (48 米) 溢油分散剂 40 桶、消油剂喷洒装置 2 台	5000/ 工班, 超出 1 工班按 600/hour 计费(包含船舶的损耗、耗材、油耗、最低配备船员以及靠泊费用) 5000/ shift over 1 shift will charge 600/hr(cover wear& tear, consumables, fuel, minimum manning crew and berthing costs)
中海 16 ZhongHai 16	辅助船 Auxiliary ship	32.75m	97 m ³	88KW	2	吸油毡 30 包 24*50 绳索 5 根 20*50 绳索 4 根 16*50 绳索 5 根	
舟海清 18 Zhou Hai Qing 18	辅助船 Auxiliary ship	28m	98 m ³	136KW	2	M25 卸扣 5 只 M16 卸扣 15 只 M12 卸扣 4 只	
舟海清 10 Zhou Hai Qing 10	辅助船 Auxiliary ship	27m	89 m ³	138.4 KW	2	浮球 7 只 捞油网 4 顶 污油桶 4 个 捞油杠 2 根	
舟海清 16 Zhou Hai Qing 16	辅助船 Auxiliary ship	31.98m	99 m ³	136KW	2	Oil absorbent boom 48m Oil Spill dispersant 1000L Dispersant Spray Systems 2Set Oil absorbent mat 30box	
浙嵛 86379 Zhe Sheng 86379	辅助船 Auxiliary ship	35m	156 m ³	124KW	2	Rope 24*50 5 item 20*50 4 itme 16*50 5 item	
新和清 26 Xin He Qing 26	辅助船 Auxiliary ship	32.40m	99 m ³	99KW	2	Shackle M25 5 item M16 15 item M12 4 item	
银舟 1 Yin Zhou 1	辅助船 Auxiliary ship	35.20m	128 m ³	110.30KW	2	Floating ball 7set Oil net 4item Oil stick 2item	



						Oil bucket 4item	
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2. 清污设备 Equipment

项目 Generic type	功能要求 Capability		设备名称 Name of equipment	型号 Model name/NO.	规格 Specification	生产商 Manufacturer	费率/元 Rate/RMB
围油栏 boom	开阔水域 Open waters (m)	总高 Total Height \geq 1500mm	PVC 浮子式围油 栏 Solid float oil PVC boom	WGV1500	总高度 1500mm, 干舷高度/吃水 520mm/760mm Total height; Freeboard height/draught	华海 HuaHai	40/meter/day
			充气式橡胶围 油栏 Inflatable oil containment boom	QW1500	总高度 1500mm, 干舷高度/吃水 520mm/760mm Total height; Freeboard height/draught	光明 Guangming	500/segment/day 每标准节 20 米, 包含卷 绕架 (Per standardkont 20 meter, include winding fram)
				WQJ1500	总高度 1500mm, 干舷高度/吃水 520mm/760mm Total height; Freeboard height/draught	华海 HuaHai 光明 Guangming	40/meter/day
	非开阔水 域 Non-open waters (m)	总高 Total Height \geq 900mm	PVC 浮子式围油 栏 Solid float oil PVC boom	WGV900	总高度 900mm, 干舷高度/吃水 320mm/490mm Total height; Freeboard height/draught	华海 HuaHai	30/meter/day
			橡胶固体浮子 式围油栏 Solid float oil containment boom	GWJ900	总高度 900mm, 干舷高度/吃水 520mm/760mm Total height; Freeboard height/draught	光明 Guangming	30/meter/day



	岸线防护 Beach protection (m)	总高 Total Height \geq 600mm	岸滩围油栏 beach oil containment boom	WQT750	总高度 750mm, 干舷高度/吃水 250mm/280mm Total height ;Freeboard height/draught	华海 HuaHai	80/meter/ day
				WQV600T	总高度 600mm, 干舷高度/吃水 240mm/360mm Total height; Freeboard height/draught	光明 Guangming	60/meter/day
	防火 Fire resistant(m)	总高 Total Height \geq 900mm	防火围油栏 Fire resistant oil containment boom	FW900	总高度 900mm, 干舷高度/吃水 300mm/600mm Total height; Freeboard height/draught	华海 HuaHai	160/meter/day
收油机 Skimmer	回收能力 (m ³ /h) Skimmer rate	高粘度 High viscosity	动态斜面收油机 Submersion absorbent Belt Skimmer	DXS-150 (高中低型 High, medium & low type)	回收能力 150m ³ /h Skimming Rate	华海 HuaHai	4500/set/day
				DXS-100 (高中低型 High, medium & low type)	回收能力 100m ³ /h Skimming Rate	光明 Guangming	3500/set/day
				DXS50-02C	回收能力 50m ³ /h Skimming Rate	光明 Guangming	1800/set/day
				DXS60	回收能力 60m ³ /h Skimming Rate	光明 Guangming	2000/set/day
			堰式收油机 Large Weir Skimmer	YSJ-50 (高中低型) High, medium & low type)	回收能力 50m ³ /h Skimming Rate	华海 HuaHai	2000/set/day
			齿盘式收油机 Disc Skimmer	GSJ50	回收能力 100m ³ /h Skimming Rate	华海 HuaHai	2200/set/day
		中、低粘度 Medium,	转盘转刷式收油机 Disc & Brush	ZSJ-50 (中低型) medium & low type)	回收能力 50m ³ /h Skimming Rate	华海 HuaHai	1800/set/day
		ZSJ-40S (中低型)	回收能力 40m ³ /h	华海	1700/set/day		



		low viscosity	Skimmer medium & low type)		Skimming Rate	HuaHai	
	ZSPS50			回收能力 50m ³ /h Skimming Rate	光明 Guangming	1800/set/day	
	ZSPS60		回收能力 60m ³ /h Skimming Rate	光明 Guangming	2000/set/day		
			维珂玛收油机 VIKOMA Skimmer	KOMARA 20K	回收能力 20m ³ /h Skimming Rate	VIKAMA	2800/set/day
喷洒装置 Dispersant Spray Systems	船上固定式 (台) Dispersant Applicator - Vessel	船用喷洒装置 Ship Spray	PS-120	功率 4. 0KW;最大流量 120L/min Power and Max. flow	华海 HuaHai	1700/set/day	
			PS-140	功率 6. 3KW 最大流量 140L/min Power and Max. flow	华海 HuaHai	1800/set/day	
			PSB140	功率 5. 7KW;最大流量 120L/min Power and Max. flow	光明 Guangming	1800/set/day	
	便捷式 (台) Dispersant Applicator - Hand hold	手持喷洒装置 Portable Spray	PSC-40	功率 4. 0KW;最大流量 40L/min Power and Max. flow	华海 HuaHai	500/set/day	
			PS-40				
清洁装置 Cleaning Equipment	热水 (台) Hot water (unit)	热水清洗装置 Hot water cleaner	JYCH-0815B	流量 15L/min Flow	华海 HuaHai	800/unite/ day	
	冷水 (台) Cold water (unit)	冷水清洗装置 Cold water cleaner	CJC-1113	流量 14L/min Flow	华海 HuaHai	600/unite/ day	
辅助装置 Auxiliary Equipment	岸滩围油栏充吸气 beach oil containment boom (for Charge and Suction)	充吸气机 Charge and Suction Machine	CQJ-3. 5	---	华海 HuaHai	200/unite/ day	
			750T	---	华海 HuaHai		
	岸滩围油栏充水 beach oil containment	充水机 Water Filling	KDP20	---	华海 HuaHai	130/unite/ day	



	boom (for Water Filling)	Machine	750T	---	华海 HuaHai	
	围油栏拖绳 Boom Towing bridle	拖绳 Owing bridle		---	华海 HuaHai	200/item/ day
	围油栏固定锚 Boom Anchor	固定锚 Anchor	50KG	50KG	华海 HuaHai	50/set/ day
75KG			75KG	50/ set/ day		
190KG			190KG	100/ set/ day		
260KG			260KG	150/ set/ day		
300KG			300KG	200/ set/ day		
	浮球 Floating ball	浮球 Floating ball	300 型 Type	---	华海 HuaHai	30/ set/ day
	充气式围油栏动力站 Drive power pack	---	1500 型 (Type)	---	华海 HuaHai	1200/ set/ day
	围油栏拖栏头系统 Boom pulling head system	---	1500 型 Type	---	华海 HuaHai	150/ set/ day
吸油材料 Oil absorbent materials	吸油拖栏 (m) Oil absorbent boom	吸油拖栏 Oil absorbent boom	XTL-220	每部分长度 3m; 每米最少吸油量 40KG 以上 Section' s length, Min. oil absorption	华海 HuaHai	70/meter
			XTL-Y220	每部分长度 3m; 每米最少吸油量 40KG 以上 Length, Oil Absorption	光明/华海 Guangming/ HuaHai	100/meter
	吸油毡 (t) Oil absorbent mat	吸油毡 Oil absorbent mat	PP-5	每包 20KG, ; 每包最少吸油量 200KG 以上 Weight, Oil Absorption	华海 HuaHai	600/box



			PP-2	每部分长度 3m; 每米最少吸油量 40KG 以上 Weight, Oil Absorption	华海/光明 HuaHai / Guangming	600/box
污油处置 设备 Oil collect materials	捞油网 Oil net	捞油网 Oil net		约 3 米长用于打捞重、粘油≈3 meters long, for heavy oil		25/item
	拖油网 Drag the oil network	拖油网 Drag the oil network		与围油栏连接围控收油 connecting with booms to collect oil	Net	8000/item
					Rubber oil boom	800/item/day
	捞油杠（根） Oil stick	捞油杠 Oil stick				25/item
	油布 Tarpaulin	油布 Tarpaulin				60/item
污油桶（个） Oil bucket	污油桶 Oil bucket		用于船上存放吸上污油的吸油 毡、吸油拖栏等 For storage oil absorbent boom and oil absorbent mat		40/item	
溢油分散剂 Oil Spill dispersant	常规型（t） Conventional	溢油分散剂 Oil Spill dispersant		每桶 25L; 粘度 mm ² /s 30°C Volume, Viscosity	光明 Guangming	25/litre
		生物降解消油 剂 Biodegradable detergent		每桶 25L Volume	光明/华海 Guangming/ HuaHai	84/litre



化学吸收剂 Oil and Chemical absorbent		索科罗 Sakerno		每桶 25L Volume	上海石化环保器材厂有限公司 Shanghai Petrochemical Environmental Protection Equipment Factory Co., Ltd.	30/litre
卸载装置 Unload Equipment	总卸载能力 Unload capacity (t/h)	卸载泵 Unload pump	DOP250	转子泵流量 250m ³ /h Skimming rate	天津汉海有限公司 Tianjin HSE Co., Ltd	4500/ set/ day
			XZB100	转子泵流量 100m ³ /h Skimming rate		2000/ set/ day
			HPM 80	转子泵流量 80m ³ /h Skimming rate		1800/ set/ day

3. 污染物处置 Waste Disposal (费率/元 Rate/RMB)

污染物处置 Waste Disposal/Treatment	固体污染物处置 Solid waster	含包装、装卸、运输、处置环节 费用 Include package, load, transport and disposal	5000/ton
	液体化学品污染物处置 Chemical waster		8000/ton
	油污水处理费 Oil and water waster		120/ton
	被污染船体清洗 Vessel hull cleaning	含清洗物资 Including cleaning equipment	Actual cost



4. 后勤 Other support items

项目 Generic type	名称 Term	类型 Vessel Type	费率/元 Rate/RMB
其他 Others	防爆对讲机 VHF Explosion-proof flashlight		200/unit/day
	防化服 Chemical-proof suit		500/set/day
	安全帽 Safety helmet		50/item
	高级防护眼镜 Protection goggles		200/pair
	口罩 Respirator		10/item
	防油手套 Greaseproof gloves		65/pair
	空气呼吸机 Air Breathing Apparatus		600/unit/day
	急救箱 First aid kit		650/set
	工作服 Uniform		180/set
	防滑防油工作鞋 Safety Shoes		150/pair
	防毒面具 gas mask		100/item
	化工桶 Chemical barrels		100/item
	红外线夜视仪 Infrared night vision equipment		1000/item/day
	通讯费 Communication fee		50/vessel/day
	船用防爆高频 Explosion-proof high frequency		200//item/day
	救生衣 Life jacket		50/item
雨衣 Raincoat		100/item	



	军用帐篷 Tent		1500/item/day
	充气式冲锋舟 Sturmboot		2000/item/day
	伤员救生担架 Wounded stretcher		1800/item
伙食、住宿费 Food and accommodation fee	伙食费 Food		100/person/day
	住宿费 Accommodation		以实际消费发票为依据结算 As per actual costs

5. 人员 Personnel

岗位 Specific Roles	人数 Number of people	主要职责 Main Responsibility	证书 Certificates	备注 Remarks	费率/元 Rate/RMB
高级指挥 senior commander	3 人 people	总指挥 1 人/副总指挥 2 人。把控全局，布置各项任务 Overall commander: 1 Deputy overall commander: 2 Control for all arrangements and tasks	高级指挥证 Certificate of senior commander	1. 工作日晚班人工费增加 50% 2. 节假日白班人工费增加 100% 3. 节假日晚班人工费增加 150% 1. working day 50% surcharge for night shift. 2. holiday 100% surcharge for normal working hour. 3. holiday 150% surcharge for night shift.	350/person/hour
现场指挥 On-site commander	8 人 people	海上应急组/岸基应急组/机动联络组/后勤保障组。任各小组组长和副组长，负责各小组的人员岗位分配和指挥具体工作 Maritime Emergency team / Shore-based Emergency team / Mobilisation team / Logistical support team Each team has a team leader and deputy team leader who are responsible for distributing tasks within the team to each personnel and direct/control each teams' specific works	现场指挥证 Certificate of Site commander		230/ person/hour
应急处置人员 Operator	45 人 people	分别负责清污工作的具体操作事项，属于专业技术人员 Respectively responsible for oil clean-up operational matters. They are special skilled operator.	操作证 Certificate of operator		100/ person/hour
工人	若干	视具体情况安排任务	普通劳力		75/ person/hour



worker	some	Able to be distributed to assist, depends on circumstances.	labour		hour
后勤保障人员 Support manpower	若干 some	后勤保障 Logistical support	---		50/ person/ hour

6. 车辆 Vehicles

项目 Generic type	名称 Term	类型 Vessel Type	费率/元 Rate/RMB
应急作业车辆 Emergency Response Vehicles (20km 内价格, 超出 20km 后按实际公里数加收)	长板拖车 Long board Trailer	8 tonnage	1200/time/vehicle
	危险品运输车 Vehicle for DG	1.5 tonnage	700/ time /vehicle
		3.0 tonnage	1100/ time /vehicle
		8.0 tonnage	2300/ time /vehicle
	普通货物运输车 Vehicle for normal cargo	1.5 tonnage	800/ day /vehicle
		3.0 tonnage	2200/ day /vehicle
		8.0 tonnage	3400/ day /vehicle
	叉车 Forklift	5.0 tonnage	400/hour/vehicle
	吊车 Crane	8.0 tonnage	400/ hour/vehicle
	汽吊车 HIAB	8.0 tonnage	4000/day/vehicle
现场指挥车 Site command car		1000/ day /vehicle	

7. 说明 Remark

管理费 Over Head: 总金额的 10%	10% off Total Cost
税费 Tax: 总金额的 7%	7% off Total Cost



缩写 Abbreviations: DWT: 载重吨 Deadweight Tonnage GT: 总吨 Gross Tonnage RMB: 人民币 Ren Min Bi
未列项目按照实际发生费用结算 un- list items will settle the cost according to the actual cost.
国际船舶参考国际通用惯例结算 overseas ships will settle the cost according to the international standard.
在事故现场, 没有使用的应急设备物资、船舶按费率表价格的 50% 收取费用 50% rate applies on the equipment and ships placed on-site but not used.
船舶以每天为一个计量单位, 从 0:00-24:00 基础收费一个工班, 超出一工班按小时收费 vessels' calculate as daily rate, basic charge one shift, more than one shift charge by hour
一工班为 8 小时, 使用时间不足一工班的按一工班计算 A working shift is 8 hours, use time less than a shift by shift calculation
与应急作业直接相关的通讯才计收通讯费 Communication fee is applied to those directly involved in communications.
人员 8 小时正常工作时间即白班为早 8 点至下午 4 点, 其余时间按照晚班处理 Normal working hour is 8am-4pm, night shift is from 4pm- 8am +1.
所有在应急处置中损坏、遗失的物资设备按成本价收取费用 Damage and lost items will be charge by cost price.
船舶的标准配备按照实际使用进行收费 Standard equipment in the vessel will be charge by actual use.



附录三：
Appendix III

一. 付款时间和收款账户

1. Payment

(1) 甲方

甲方的当地船舶代理

甲方的第三方代理人

按照乙方开具的付费证明文件于每月十日之前向乙方指定收款账户支付上月份船舶污染清除协议的费用。

(1) Party A

The local ship agent of Party A

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

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

(2) 乙方指定收款账户为：

户 名：舟山海安溢油应急处理有限公司

开户行：浙江舟山定海海洋农村商业银行

账 号：201000085159834

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

Account Name: Zhoushan Haian Oil Spill Treatment Co., Ltd.

Open Account: Dinghai Ocean Rural Commercial Bank

RMB Account No.: 201000085159834

乙方指定美元收款账户为：

户 名：舟山海安溢油应急处理有限公司

开户行：中国银行舟山市分行

账号：371466555800

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

Account Name: Zhoushan Haian Oil Spill Treatment Co., Ltd

Bank Address: 33 East Jiefang Road Dinghai District Zhoushan China

Open Account: Bank of China Zhoushan Branch

Account No.: 371466555800

Swift Code: BKCHCNBJ92E

(3) 甲方开票信息 INVOICE TYPE (for Chinese company/owner only)

甲方需要乙方提供的发票种类

增值税发票

普通发票

美金发票 USD INVOICE

代理结算，根据代理要求开具发票

若选择增值税发票，甲方提供国税税务登记证副本（副本上盖有一般纳税人资格章）及开票信息，包括：名称、纳税人识别号、地址、电话、开户行及账号，以上信息打印并盖章发送至乙方。如需更改开票信息，联系电话：0574-27996858.



二、船舶动态报告:

根据协议第1条第一款, 甲方应在规定期限内向乙方书面提供下列船舶进港和出港等动态信息:

3. Dynamic information:

According to the Article 1 section 1, the ship's dynamic information in respect of ship's entry and departure shall be provided within agreed time frame by Party A to Party B in writing:

- (1) 船名 Ship name
- (2) IMO 编号/呼号 IMO number/ call sign
- (3) 船舶类型 Ship type
- (4) 总吨位 Gross tonnage
- (5) 预计到港时间 ETA
- (6) 船舶代理信息 Contact details of the ship agent
- (7) 挂靠码头或泊位信息 Berth/terminal
- (8) 载运货物的种类和数量 Type & Quantity of cargo
油类 其他散装液体污染危害性货物 其他货物 空载
- (9) 正确运输名称和危险特性 Proper shipping name and dangerous properties of the cargo onboard
- (10) 甲方协议船舶应急联络表 Emergency contact details
- (11) 预计离港时间 ETD

三、其他事项

3. Others

(1) 宁波甬洁溢油应急服务有限公司(简称宁波甬洁)与舟山海安溢油应急处理有限公司(简称舟山海安), 均覆盖宁波、舟山海域。船舶经营人可与其中任何一家公司签订《船舶污染清除协议》, 也允许与两家清污公司同时签订。

(2) 船舶进出宁波、舟山港, 均由靠泊港口的清污公司(宁波甬洁或舟山海安)进行应急防备、应急处置, 并与该港清污单位进行结算。宁波甬洁联系方式: 详见协议乙方信息(第三页)。舟山海安溢油应急处理有限公司的联系方式为: 黄挺, 0580-8806085, zshayy@163.com

(1) Ningbo Yongjie Ship Pollution Emergency Response Co.,Ltd (Ningbo Yongjie) and Zhoushan Haian Oil Spill Treatment Co.,Ltd (Zhoushan Haian) both cover Ningbo-Zhoushan port. Ship operators can sign the "Agreement for Ships Pollution Response" with one of the SPROs or both.

(2) Local SPRO should be responsible for ships' emergency standby, emergency response, and settle payments with ship operators no matter who is Party B in the agreement. Ningbo Yongjie contact details in page 3. Zhoushan Haian Oil Spill Treatment Co.,Ltd: Contact Details: Alan Huang 0580-8806085 zshayy@163.com.

