

# The Service Procedures of SUNIC-OCEAN on behalf of Ship Operator to Conclude Agreement with SPRO

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## 1. Background and Purposes 背景及目的

1.1 The owner, manager or actual operator of a ship (hereinafter referred to ship operator) shall, prior to ship's operation or entry or departure, conclude agreement (hereinafter referred to the Agreement) with a qualified ship pollution response organization (hereinafter referred to SPRO) 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 (hereinafter referred to the Detailed Rules).

船舶所有人、船舶管理人或者船舶的实际经营人（以下简称船舶经营人）与取得相应资质的船舶污染清除单位（以下简称清污单位），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（以下简称清污协议）。

1.2 The service procedures hereinafter are to provide a profile of how SUNIC-OCEAN Marine Technical & Service CO., LTD (hereinafter

referred to SUNIC-OCEAN ) as the recognized agent [ Register No. 2011(941) ] by Maritime Safety Administration of the People's Republic of China (hereinafter referred to China MSA) will assist ship operator to conclude the Agreement with SPRO in accordance with these above-mentioned Regulations.

下面的服务程序是青岛欧森海事技术服务有限公司（以下简称欧森海事），作为经中华人民共和国海事局（以下简称中国海事局）备案公布的代理人 [ 注册号 No. 2011(941) ]，协助船舶经营人与清污单位根据上述法律要求签订船舶污染清除协议的概要描述。

## **2. Service Procedures 服务程序**

### **2.1 Service Contract 服务合同**

2.1.1 SUNIC-OCEAN has prepared a sample service contract (see the Sample Service Contract 2012-01) for ship operator and SUNIC-OCEAN to discuss the details of service.

欧森海事已提供了服务合同的样本（见服务合同样本2012-01），用于欧森海事与船舶经营人协商签订服务合同。

2.1.2 After the terms and conditions of service contract are agreed through negotiation, ship operator and SUNIC-OCEAN shall sign the contract respectively in 3 copies, and exchange the photocopy of the contract by fax or the electronic document of the photocopy by email (see Annex I the contact list of SUNIC-OCEAN). The original service contracts shall be mailed to each other for after the exchange by Fax or email. SUNIC-OCEAN will submit one copy to China MSA as required by the Notice No.3 of China MSA 2011.

通过双方协商确定服务合同条款后，船舶经营人与欧森海事应当分别签署服务合同，并通过传真发送影印件或通过邮件将影印件的电子文档发送给对方。3份正式的服务合同文本应当在发送传真或电子邮件

后，通过邮寄的方式送达对方。根据中国海事局2011年第3号公告，欧森海事将一份合同报送中国海事局。

2.1.3 Once the service contract is concluded, the service activities under the contract will be carried out and the contract is binding to the two parties.

一旦服务合同签订后，基于该合同下的服务活动即开始启动，合同开始约束双方当事人。

## 2.2 Letter of Authorization 授权文书

2.2.1 According to the requirements of the Notice No.3 of China MSA 2011, a letter of authorization signed by ship operator to her agent is the integral part of the Agreement and shall be submitted to MSA by her agent for approval of ship's operation or entering into or leaving from a port.

根据中国海事局2011年第3号公告的要求，船舶经营人应当签署一份给代理人的授权文书，作为清污协议的一个组成部分并由其代理人提交给海事局，用于办理船舶作业或进出港口手续。

2.2.2 Ship operator shall sign this letter of authorization (see IG Sample letter of authorization, IG LoA dated 6 December 2011) to SUNIC-OCEAN after the service contract is concluded and send the photocopy to SUNIC-OCEAN by Fax or email. The original letter of authorization shall be mail to SUNIC-OCEAN after that. The copies of letter of authorization is dependant on the number of the Agreement signed on behalf of ship operator.

船舶经营人应当在签订了服务合同后，签署授权文书（参照IG2011年12月6日的版本）给欧森海事，并通过传真或电子邮件的方式先发给欧森海事，然后将原件寄给欧森海事。授权文书的副本数量取决于代表船舶经营人签订船舶污染清除协议的数量。

### 2.3 Recommend SPRO to Ship Operator

SUNIC-OCEAN shall identify the approved SPROs by China MSA and negotiate with SPRO(s) in one or more ports on the terms and conditions of the Agreement on behalf of ship operator, and suggest the appropriate SPRO(s) to ship operator to meet with the requirements of China laws and the shipping operation. The final decision of choosing SPRO(s) is up to ship operator.

欧森海事应当代表船舶经营人与港口的一个或多个清污单位就船舶污染清除协议的条款进行商谈，并向船舶经营人推荐符合中国法律要求的清污单位。但最终选择哪一个清污单位签订船舶污染清除协议的权利在于船舶经营人。

### 2.4 Sign the Agreement on behalf of Ship Operator 签订协议

Under the instruction of ship operator, SUNIC-OCEAN will sign the Agreement with SPRO(s) on behalf of ship operator.

根据船舶经营人的指示，欧森海事以船舶经营人的名义与清污单位签订船舶污染清除协议。

SUNIC-OCEAN shall send to the original agreements and copies (according to the numbers of the agreed ships may call ports) to ship operator after signing the Agreement.

欧森海事应将代为签订的船舶污染清除协议的原件及副本（副本数量根据协议船舶挂靠港口的数量来确定）发给船舶经营人。

2.5 To facilitate the agreed ship' entry, departure or operation formalities, ship operator shall let SUNIC-OCEAN know timely about the ETA, ETD or other relevant information of the agreed ship' movement.

为了方便协议船舶办理进出港口或作业手续，船舶经营人应当及时

通知欧森海事有关船舶的预计抵离港时间以及其它船舶动态信息。

Under the instruction of ship operator, SUNIC-OCEAN will send the Agreement to ship's agent designated by ship operator by Fax or to MSA by Fax or other appropriate way recognized by MSA to facilitate the agreed ship's entry, departure or operations formalities.

在船舶经营人的指示下，欧森海事将会把船舶污染清除协议通过传真发给船舶经营人指定的船舶代理人，或通过传真或其它海事局认可的方式发给海事局，以方便办理船舶进出港口或作业手续。

Under the instruction of ship operator, SUNIC-OCEAN also will inform the agreed SPRO(s) on the ETA, ETD or other relevant information on the agreed ship' movement according to the Agreement by Fax, email or other appropriate way.

在船舶经营人的指示下，欧森海事也会将有关船舶的预计抵离港时间以及其它船舶动态信息通过传真、电子邮件或其它适当的方式报给签订船舶污染清除协议的清污单位。

### **3. Fees and Payments 费用及其支付**

#### **3.1 Service Rate 服务费用**

In consideration of the efforts made by and expenses incurred, in the course of provide service for ship operator, SUNIC-OCEAN may charge its service at the rates as follows:

考虑到欧森海事为船舶经营人提供服务过程中所做的努力和花费，欧森海事有权力收取如下服务费用：

(A) USD 300.0 per initial Agreement between ship operator and SPRO regardless how many ships covered by the Agreement, with the cap of USD 2000.0 per ship operator for all the initial Agreements in all the ports in

China for the first service year .

欧森海事代表船舶经营人与清污单位之间每首次签订一份船舶污染清除协议为300美元， 无论该协议下有多少艘船舶。 但是， 对单一船舶经营人而言， 在中国所有港口的所有第一年的首次协议封顶费用为2000美元。

(B) USD 100 for renewal or extension of the existing Agreement. However, if the terms and conditions of the Agreement need to be re-negotiated, USD 200 per Agreement regardless how long of the validation of the Agreement or how many ships covered by the Agreement. However, for one long-term customer, the following year charge is cap of USD 1000 per ship operator for all the Agreements in all the ports in China .

随后， 每续签或延伸一份船舶污染清除协议为100美元， 但是， 如果需要对协议条款进行重新谈判， 则每份协议为200美元， 且无论该协议下有多少艘船舶或者协议的有效期长短。 对一个长期客户的船舶经营人而言， 后面一年在中国所有港口的所有协议的封顶费用为1000美元。

(C) USD 50 per agreed ship per voyage for facilitating the agreed ship' entry, departure or operation formalities, with the cap of USD 500 per ship annually.

为协助船舶办理进出港或作业审批手续， 每船每航次为50美元， 但是， 每船每年最高为500美元。

(D) Actual expense of USD 30.0 banking charge on for each transferring the retainer fees or response costs from ship operator to the agreed SPRO(s), and one mail document delivery cost of USD3 0.0 to ship operator , and the other actual expense incurred to SUNIC-OCEAN providing other services on behalf of ship operator under the instruction of ship operator as described in clause 4.

通过欧森海事将船舶经营人支付给清污单位的协议费用和应急费用转帐给清污单位时发生的实际费用， 每笔银行手续费30美元， 根据需要每一次给船舶经营人30美元的文件快递费用。 以及欧森海事根据第4条为船舶经营人提供的其它服务时产生的实际费用。

### 3.2 The Contracting Modes and Charging 签约方式和收费

The ship operator may choose Voyage, or time period basis Agency Contracting Service with SUNIC-OCEAN , the service charging rate described above in Clause 3.1(A) and 3.1 ( B) .

船舶经营人可以选择以航次或者以特定期限的服务方式与欧森海事签订代理服务合同，收费标准和方式在第3.1 (A) 和3.1 (B) 中有详细说明 。

### 3.3 Discount during the Promotion Period 推广期的折扣

Considering this is the new service for ship operators sailing her vessels in China area , and for promotion and long-term cooperation purpose , SUNIC-OCEAN would like to offer the substantial discount for the contracts with the ship operators on item 3.1(A) and 3.1(B) concluded before March 1 , 2012 . The details could be discussed by direct contacts with us .

考虑到我们的服务对航行于中国水域的船舶经营人是一种全新的服务，为了推广和建立长期合作关系，对2012年3月1日之前签订的合同，我们将提供给船舶经营人就3.1 (A) 和3.1 (B) 项收费大幅度折扣，具体细节请与我们联系。

### 3.4 Payments 支付

SUNIC-OCEAN will prepare the Debit note for ship operators on monthly basis , including the agency service charge , the retainer fee and related sundry charge for all her vessels called to all Chinese Ports during the past 30 days .

欧森海事将会每月向船舶经营人提供过去30天船舶经营人所有来到中国港口船舶的账单，包括代理服务费、各个港口清污待命费、等相关杂费 。

Ship operator shall settle the debit note from SUNIC-OCEAN for services rendered within 15 days upon receipt of an electronic version of the debit note via either email or fax. SUNIC-OCEAN then will distribute the retainer fees to the SPROs contracting with the Ship Operators in different ports according to the contracted vessels voyages .

船舶经营人应当在收到欧森海事通过传真或电子邮件方式发来的帐单的15天内支付有关费用。收到船舶经营人的付款后，欧森海事将会在15天之内把船舶经营人到中国港口所有船舶产生的待命费分发给各港口的协议清污公司。

Ship operator may remit an agreed amount of cash deposit with SUNIC-OCEAN, for the purpose of paying the retainer fees charged by SPRO and settling the debit note of SUNIC-OCEAN for services rendered. The deposit amount should be discussed according to the numbers of the ship with the ship operators sailing in China area , it recommended USD 500 per ship , considering the convenient operation .

船舶经营人可以预先将应当支付给欧森海事的的服务费用或者支付给清污单位的协议费用的一笔现金预存在欧森海事。船舶经营人的押金数额可以根据在中国水域航行的船舶数量协商，但为了方便操作，建议每条船按照 500美元预付。

#### **4. Other Services 其它服务**

Under the instruction of ship operator, SUNIC-OCEAN may provide other services as follows:

在船舶经营人的指示下，欧森海事要可以为船舶经营人提供以下其它服务：

(A) Coordinate with the agreed SPRO on the matter of ship pollution emergency response exercises as required by the Detailed Rules in



accordance with the Agreement.

与签订协议的清污单位就开展根据实施细则以及协议要求的船舶污染应急演练进行协调。

(B ) Coordinate with SPRO, MSA and others concerned to facilitate ship operator to implement the requirements relating to pollution prevention and control for the agreed ships to avoid improper delay of ships' schedule, if any.

与清污单位、海事局及其它相关方协调，协助船舶经营人履行其协议船舶防治污染的义务，以避免对船期造成不当延误。

Annex I 附件1

**Contact List of SUNIC-OCEAN**  
欧森海事的联系名录

Address: Floor 9, KaiXuan Building, No.43 of DongHai West Rd, Qingdao, ShanDong Province, the People's Republic of China. PC: 266071

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Contact person	Region	MSN	Skype	Email	Mobile For 24 hours
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Xie Hongjie	For operator in Europe	<a href="mailto:sunicocean02@msn.cn">sunicocean02@msn.cn</a>	sunicocean02	<a href="mailto:service-2@sunic-ocean.com">service-2@sunic-ocean.com</a>	15154439812
Zhang Ran	For operator in America	<a href="mailto:sunicocean03@msn.cn">sunicocean03@msn.cn</a>	sunicocean03	<a href="mailto:service-3@sunic-ocean.com">service-3@sunic-ocean.com</a>	15092190097
Wu Chao	For operator in other area	<a href="mailto:sunicocean04@msn.cn">sunicocean04@msn.cn</a>	sunicocean04	<a href="mailto:service-4@sunic-ocean.com">service-4@sunic-ocean.com</a>	13553068473
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