

中国海事[2019]版 China MSA [2019]Version

协议编号：10-1004-2023-  
**Agreement No.:** 10-1004-2023-

## 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》（中华人民共和国交通运输部令 2019 年第 40 号）第二十条的规定，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 20 of the Regulations of the People’s Republic of China on Emergency Preparedness and Response on Marine Environment Pollution from Ships (Order No.40 in 2019 of the Ministry of Transport) 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制度管理办法》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 Administrative Measures 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、本协议的甲乙双方可协商修改协议条款，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. Both parties may change the contents of these articles of this Agreement by negotiation. 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:

(24 小时应急电话)

Telephone:

(24hrs)

传真:

Fax:

电子信箱:

E-mail:

乙方: 深圳港联溢油应急服务有限公司

Party B: Shenzhen Pearl River Liwanjia Port Union Oil Spill Response Co., Ltd

资质等级及服务区域: 一级 深圳港及其近海水域

Qualification level and service area: Level One; Shenzhen ports and water areas

住所地: 深圳市南山区蛇口街道深圳湾社区工业八路 89 号致远大厦 A1708

Domicile: A1708, Zhiyuan Building, No. 89, Gongye 8th Road, Shekou, Nanshan, Shenzhen, CN.

法定代表人: 宋云

Legal representative: Mr Song Yun

联系人: 伍剑良/李大伟

Contact person: Kino / Mr. Li

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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制度管理办法》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"), Administrative Measures of Maritime Safety Administration of the People's Republic of China on the Implementation of the Administration Regime of Agreement for Ship Pollution Response 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《船舶污染清除单位应急清污能力要求》(JT/T1081-2016)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 Standard of Requirement on Emergency Response Capability of Ship Pollution Response Organization (JT/T1081-2016).

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、乙方应当具备符合有关法律法规和《船舶污染清除单位应急清污能力要求》(JT/T1081-2016)要求的相应等级应急清污能力，乙方出现不满足其所称的相应等级应急清污能力情况，应当及时通知甲方。

1. Party B shall maintain relevant level of capability of pollution response in accordance with relevant law, regulations and Standard of Requirement on Emergency Response Capability of Ship Pollution Response Organization (JT/T1081-2016). Party B shall inform Party A when her capability is not well maintained as required by relevant law, regulations and standards.

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，并保持全天 24 小时值守状态。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 in 24hrs /day. 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。如法律有要求，协议船舶从事油类或散装有毒液体物质过驳或装卸作业的，乙方应当按照《中华人民共和国船舶及其有关作业活动污染海洋环境防治管理规定》的有关要求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 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. Where required by law, in case of the agreed ships engaged in transfers, loading/unloading operation 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 under the Regulations of the People's Republic of China on Control Pollution from Ships and its relevant Activities.

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（见附件三（4））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 (appendix III.4) 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、为保证污染控制和乙方清除行动顺利进行，如果污染控制和清污行动持续 5 个工作日内以上，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补充协议第七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 months after party B finishes pollution control and clean up actions, party A shall bear bank loan interest up to max LIBOR plus 1% from the third month until party B receive all outstanding payment.

#### 第四条 保密义务

##### **Article 4 Confidentiality Obligation**

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

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

#### 第五条 生效、变更和终止

##### **Article 5 Entry into Effect, Modification and Termination of Agreement**

1、本协议有效期为：

固定期限为\_\_年，从签订之日到 2023 年 12 月 31 日；

协议船舶的\_\_个航次，（预计到达时间：\_\_\_\_\_）

本协议自双方签字盖章后生效。

The validity of this Agreement is:

Fixed term of\_\_year, from the signed date to 31st Dec 2023 .

\_\_voyage of the agreed ships, (ETA \_\_\_\_\_).

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

2、未发生溢油时的协议终止。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：即使有本协议其他条款的约定，在与海事局协商后，协议的任何一方都有权在根据本协议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 Agreement, each of the Parties shall be entitled at any time to terminate the spill response services, or any portion thereof, being provided under this Agreement by giving notice to the other, after discussion with MSA. Upon such notice being provided, Party B shall cease to provide the spill response services or any portion thereof, and shall carry out any required demobilization activities, and Party A shall pay all undisputed 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，应当立即向海事管理机构报告。

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

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

一级污染清除单位：人民币 500 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 Agreement. Party B shall maintain insurance to cover its liabilities under the Agreement for a minimum sum of:*

*Level 1 SPRO: RMB 5,000,000 (RMB5 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 the other Party due to its breach of this Agreement or fault in the course of performing this Agreement, such defaulting 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 justified and duly documented expenses incurred in pollution control and cleanup actions that Party B has actually effectively and reasonably 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（北京）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 Beijing (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说明（见附录三）。

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

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以保证船舶进港、作业或离港不因为溢油应急协议服务而延迟。

This original Agreement is in 3; each copy bears the same legal effect. Party A holds 1 copy (copies), Party B holds 1 copy (copies), and a copy 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 by SPRO service.

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): Shenzhen Pearl River Liwanjia Port Union Oil Spill Response 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（1）：协议船舶名单

**Appendix I.1: 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 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（如有）

**Appendix III: Supplementary Agreement (if any)**

第 1 条第 1 项和第 2 条第 2 项规定的表格

**Insert boxes for Article 1.1 and Article 2.2**

支付方式

Mode of Payment



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

船舶类型 Type  服务区域 Area  防备等级 Standby Level	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
<b>一级 (Level I)</b> ¥1500 (1500RMB) \$250 (USD250)	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)
<b>二级 (Level II)</b> ¥1200 (1200RMB) \$200 (USD200)	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)
<b>三级 (Level III)</b> ¥1000 (1000RMB) \$160 (USD160)	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)	
<b>四级 (Level IV)</b> ¥800 (800RMB) \$130 (USD130)	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)	

年签协议优惠：101 到 200 航次，按 9 折计价；201 航次以上，按 8 折计价。

Annual voyage rebate ( Calls from 100 to 200): 10% off ; Annual voyage rebate(Calles more than 200): 20% Off

附录二 (2) : 船舶污染清除费

Appendix II.2: Ship Pollution Response Tariff

No.	Vessel Name	Vessel type	Length (m)	GT	DWT	Storage Tanks (m3)	Power		Basic Crew	Equipment included in vessel rate	UNITS (ITOPF recommended)	Day Rate (RMB)	Standby Rate (RMB)	Additional Hourly Rate (RMB)
							hp	kw						
1	Jiang Ren 03	Oil Spill Recovery Vessel	49.16	470	534	534		528	2	1) Belt skimmer (dynamic incline) DXS120 1set 2) Unloading Pump one set type MSP100 1set 3) Ship mounted sprayer PS140 1set 4) Offshore Inflatable boom QW1500 400M 5) Portable OSD Spraying PSC40 1 set 6) Cool/Hot Water Spraying System BCH0917 3 set 7) Inflatable oil Fence XTL220Y 400m 8) Absorbent felt PP-2 500KG 9) Chemical dispersant GM-2 500KG 10) Biology dispersant 500KG	Vessel use for 24 hours Crew, fuel and consumables for 8 hours with an additional hourly rate	28000	14000	3500
2	Jiang Ren 06	Oil Spill Recovery Vessel	49.16	470	534	534		528	2	1) Belt skimmer (dynamic incline) DXS120 1set 2) Unloading Pump one set type MSP100 1set 3) Ship mounted sprayer PS140 1set 4) Offshore Inflatable boom QW1500 400M 5) Portable OSD Spraying PSC40 1 set 6) Cool/Hot Water Spraying System BCH0917 3 set 7) Inflatable oil Fence XTL220Y 400m 8) Absorbent felt PP-2 500KG 9) Chemical dispersant GM-2 500KG 10) Biology dispersant 500KG 11) Oil and chemical absorbent 300KG 12) Oil Bucket 4 item 13) Oil Stick 2 item 14) Gas Mask 4 set	Vessel use for 24 hours Crew, fuel and consumables for 8 hours with an additional hourly rate	28000	14000	3500



3	Zhao Sheng You 128	Oil Spill Recovery Vessel	52.3	499	796	796	528	2	<ul style="list-style-type: none"> <li>1) Ship mounted sprayer PS120 1set</li> <li>2) PVC Inflatable boom WGV1500 400M</li> <li>3) Portable OSD Spraying PS40 2 set</li> <li>4) Cool Water Spraying System CJC-1113 1 set</li> <li>5) Hot Water Spraying System JYCH-0815B 2 set</li> <li>6) Inflatable oil Fence XTL220Y 400m</li> <li>7) Absorbent felt PP-5 500KG</li> <li>8) Chemical dispersant GM-2 500KG</li> <li>9) Biology dispersant 500KG</li> <li>10) Oil and chemical absorbent 300KG</li> <li>11) Oil Bucket 4 item</li> <li>12) Oil Stick 2 item</li> </ul>	Vessel use for 24 hours Crew, fuel and consumables for 8 hours with an additional hourly rate	30000	15000	3750
4	Zeng Zhu Jiang 55	Oil Spill Recovery Vessel	46.88	340	578	578	426	2	<ul style="list-style-type: none"> <li>1) Offshore Inflatable boom WGV1500 800M</li> <li>2) Portable OSD Spraying PSC40 4 set</li> <li>3) Cool/Hot Water Spraying System BCH0917 2 set</li> <li>4) Inflatable oil Fence XTL220Y 500m</li> <li>5) Absorbent felt PP-2 500KG</li> <li>6) Chemical dispersant GM-2 500KG</li> <li>7) Biology dispersant 500KG</li> <li>8) Oil and chemical absorbent 300KG</li> <li>9) Oil Bucket 4 item</li> <li>10) Oil Stick 2 item</li> <li>11) Floating Ball 7 set</li> </ul>	Vessel use for 24 hours Crew, fuel and consumables for 8 hours with an additional hourly rate	27000	13500	3375

5	Long Teng 33	Tanker	53.2	498	996	996	218	2	<ul style="list-style-type: none"> <li>1) PVC Inflatable boom WGV900 400M</li> <li>2) PVC Inflatable boom WGV600 800M</li> <li>3) Portable OSD Spraying PSC40 2 set</li> <li>4) Cool/Hot Water Spraying System BCH0917 2 set</li> <li>5) Inflatable oil Fence XTL220Y 400m</li> <li>6) Absorbent felt PP-2 500KG</li> <li>7) Oil Bucket 6 item</li> <li>8) Oil Stick 4 item</li> </ul>	Vessel use for 24 hours Crew, fuel and consumables for 8 hours with an additional hourly rate	23000	11500	2875
6	Zhao Sheng You 11	Tanker	56.5	757	1021	1021	297	2	<ul style="list-style-type: none"> <li>1) PVC Inflatable boom WGV900 400M</li> <li>2) PVC Inflatable boom WGV600 800M</li> <li>3) Portable OSD Spraying PSC40 2 set</li> <li>4) Cool/Hot Water Spraying System BCH0917 2 set</li> <li>5) Inflatable oil Fence XTL220Y 400m</li> <li>6) Absorbent felt PP-2 500KG</li> <li>7) Oil Bucket 6 item</li> <li>8) Oil Stick 4 item</li> </ul>	Vessel use for 24 hours Crew, fuel and consumables for 8 hours with an additional hourly rate	37000	18500	4325

7	Li Hai 778	Tanker	45.05	351	706	706		248	2	<ul style="list-style-type: none"> <li>1) PVC Inflatable boom WGV900 400M</li> <li>2) PVC Inflatable boom WGV600 800M</li> <li>3) Portable OSD Spraying PSC40 2 set</li> <li>4) Cool/Hot Water Spraying System BCH0917 2 set</li> <li>5) Inflatable oil Fence XTL220Y 400m</li> <li>6) Absorbent felt PP-2 500KG</li> <li>7) Oil Bucket 6 item</li> <li>8) Oil Stick 4 item</li> </ul>	Vessel use for 24 hours Crew, fuel and consumables for 8 hours with an additional hourly rate	22000	11000	2750
8	Long Teng 68	Tanker	58.3	807	1635	1635		364	2	<ul style="list-style-type: none"> <li>1) PVC Inflatable boom WGV900 400M</li> <li>2) PVC Inflatable boom WGV600 800M</li> <li>3) Portable OSD Spraying PSC40 2 set</li> <li>4) Cool/Hot Water Spraying System BCH0917 2 set</li> <li>5) Inflatable oil Fence XTL220Y 400m</li> <li>6) Absorbent felt PP-2 500KG</li> <li>7) Oil Bucket 6 item</li> <li>8) Oil Stick 4 item</li> </ul>	Vessel use for 24 hours Crew, fuel and consumables for 8 hours with an additional hourly rate	26500	13250	3310

9	Zhao Sheng You 1	Tanker	44.86	299	518	518		272	2	1 PVC Inflatable boom WGV900 400M 2) PVC Inflatable boom WGV600 800M 3) Portable OSD Spraying PSC40 2 set 4) Cool/Hot Water Spraying System BCH0917 2 set 5) Inflatable oil Fence XTL220Y 400m 6) Absorbent felt PP-2 500KG 7) Oil Bucket 6 item 8) Oil Stick 4 item	Vessel use for 24 hours Crew, fuel and consumables for 8 hours with an additional hourly rate	22000	11000	2750
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CATEGORY	ROLE / TITLE	UNITS (ITOPF recommended)	RATE RMB	ADDITIONAL HOURLY RATE
Personnel	Expatriate OSRO Specialist	Per working day - 8 hour standard working hours + additional hourly charge if worked	7350	1380
Personnel	OSRO Expert	Per working day - 8 hour standard working hours + additional hourly charge if worked	6000	1130
Personnel	High Leve Supervisor / Commander	Per working day - 8 hour standard working hours + additional hourly charge if worked	3500	660
Personnel	OSR Commander	Per working day - 8 hour standard working hours + additional hourly charge if worked	2800	530
Personnel	Senior Director	Per working day - 8 hour standard working hours + additional hourly charge if worked	3000	560
Personnel	Senior Commander	Per working day - 8 hour standard working hours + additional hourly charge if worked	3000	560
Personnel	On-site supervisor	Per working day - 8 hour standard working hours + additional hourly charge if worked	2000	380
Personnel	Site OSR Commander	Per working day - 8 hour standard working hours + additional hourly charge if worked	2130	400
Personnel	On-site Director/commander	Per working day - 8 hour standard working hours + additional hourly charge if worked	1800	340
Personnel	Professional Emergency Operator	Per working day - 8 hour standard working hours + additional hourly charge if worked	900	170
Personnel	Site Commander	Per working day - 8 hour standard working hours + additional hourly charge if worked	1800	340
Personnel	Mechanic/welder	Per working day - 8 hour standard working hours + additional hourly charge if worked	950	120
Personnel	Operator	Per working day - 8 hour standard working hours + additional hourly charge if worked	700	130
Personnel	Technician/Operator	Per working day - 8 hour standard working hours + additional hourly charge if worked	700	130
Personnel	OSR Worker / Labourer	Per working day - 8 hour standard working hours + additional hourly charge if worked	700	130
Personnel	Admin/logistics/accounting	Per working day - 8 hour standard working hours + additional hourly charge if worked	680	130
Personnel	Ordinary Emergency Worker	Per working day - 8 hour standard working hours + additional hourly charge if worked	680	130

Personnel	General Commander	Per working day - 8 hour standard working hours + additional hourly charge if worked	2000	380
Personnel	Anti-pollution specialist	Per working day - 8 hour standard working hours + additional hourly charge if worked	4000	750
Personnel	Administrative Commander	Per working day - 8 hour standard working hours + additional hourly charge if worked	1000	190
Personnel	Administrative Liaison	Per working day - 8 hour standard working hours + additional hourly charge if worked	800	150

CATEGORY	SUB-CATEGORY	MODEL	UNITS (ITOPF recommended)	RATE RMB
Boom	Fire Boom	FW900	Per section / per metre per day (24hrs)	210
Boom	Inflatable	QW1500	Per section / per metre per day (24hrs)	40
Boom	Inflatable	QWJ1500	Per section / per metre per day (24hrs)	40
Boom	Solid Flotation	WGV1500	Per section / per metre per day (24hrs)	40
Boom	Solid Flotation	WGV600	Per section / per metre per day (24hrs)	10
Boom	Solid Flotation	WGV750	Per section / per metre per day (24hrs)	20
Boom	Solid Flotation	WGV900	Per section / per metre per day (24hrs)	20
Boom	Beach/Shore	WQJ750T	Per section / per metre per day (24hrs)	110
Boom	Beach/Shore	WQV1200T	Per section / per metre per day (24hrs)	150
Boom	Beach/Shore	WQV750T	Per section / per metre per day (24hrs)	90

CATEGORY	SUB-CATEGORY	TYPE	UNITS (ITOPF recommended)	RATE RMB
Boom Ancillaries	Boom air compressor/vacuum unit		Per day (24hrs)	260
Boom Ancillaries	Boom air compressor/vacuum unit	KDP-20	Per day (24hrs)	260
Boom Ancillaries	Boom anchor and connection		Per day (24hrs)	260

Boom Ancillaries	Boom power pack		Per day (24hrs)	<b>1400</b>
Boom Ancillaries	Boom power pack	14.5KW	Per day (24hrs)	<b>1500</b>
Boom Ancillaries	Boom water compressor/vacuum unit	KDP-20	Per day (24hrs)	<b>200</b>
Boom Ancillaries	Diesel engind inflator/ deflator	2.2-3.0kw	Per day (24hrs)	<b>250</b>
Boom Ancillaries	Hydraulic power unit for boom	1500	Per day (24hrs)	<b>570</b>
Boom Ancillaries	Hydraulic Reel	n/a	Per day (24hrs)	<b>540</b>
Boom Ancillaries	Shore boom engine inflator	n/a	Per day (24hrs)	<b>230</b>
Boom Ancillaries	Shore boom water inflator	n/a	Per day (24hrs)	<b>250</b>
Boom Ancillaries	Water filling machine	KDP20	Per day (24hrs)	<b>150</b>

CATEGORY	SUB-CATEGORY	MODEL	RECOVERY CAPACITY	UNITS (ITOPF recommended)	RATE RMB
Skimmer	Disk skimmer	ZSPS-40-02C		Per day (24hrs) inclusive of powerpacks and ancillaries (hoses, fuel etc.)	<b>1800</b>
Skimmer	Disk skimmer	ZSPS-20-02C		Per day (24hrs) inclusive of powerpacks and ancillaries (hoses, fuel etc.)	<b>960</b>
Skimmer	Submersion belt skimmer	DXS50	50m <sup>3</sup> /hr	Per day (24hrs) inclusive of powerpacks and ancillaries (hoses, fuel etc.)	<b>2400</b>

Skimmer	Dynamic bevel skimmer	DSX120	120m <sup>3</sup> /hr	Per day (24hrs) inclusive of powerpacks and ancillaries (hoses, fuel etc.)	5000
Skimmer	Gear skimmer	CSJ50	50m <sup>3</sup> /hr	Per day (24hrs) inclusive of powerpacks and ancillaries (hoses, fuel etc.)	2200
Skimmer	Gear skimmer	ZSJ-40	40m <sup>3</sup> /hr	Per day (24hrs) inclusive of powerpacks and ancillaries (hoses, fuel etc.)	1700
Skimmer	Turnplate brush skimmer	ZPS60	60m <sup>3</sup> /hr	Per day (24hrs) inclusive of powerpacks and ancillaries (hoses, fuel etc.)	2600
Skimmer	Vikoma 20	Komara 20	20m <sup>3</sup> /hr	Per day (24hrs) inclusive of powerpacks and ancillaries (hoses, fuel etc.)	2800
Skimmer	Weir skimmer	YS100		Per day (24hrs) inclusive of powerpacks and ancillaries (hoses, fuel etc.)	3500

CATEGORY	SUB-CATEGORY	MODEL	POWER	UNITS (ITOPF recommended)	RATE RMB
Power pack	Diesel engine power pack		14kw / 1500 (20kw)	Per day (24hrs)	900
Power pack	Hydraulic power unit	PK1650		Per day (24hrs)	850

CATEGORY	SUB-CATEGORY	MODEL	CAPACITY	UNITS (ITOPF recommended)	RATE RMB
Dispersant Sprayer	Ship mounted sprayer	PSB140		Per day (24hrs)	1920



Dispersant Sprayer	Ship mounted sprayer	PSC140		Per day (24hrs)	1920
Dispersant Sprayer	Ship mounted sprayer	PS120		Per day (24hrs)	1810
Dispersant Sprayer	Portable sprayer	PSC40		Per day (24hrs)	600
Dispersant Sprayer	Portable sprayer	PS40		Per day (24hrs)	570

CATEGORY	SUB-CATEGORY	MODEL	CAPACITY	UNITS (ITOPF recommended)	RATE RMB
Pressure Washer	Cold water	BBC0917A		Per day (24hrs)	680
Pressure Washer	Cold water	CJC-1113		Per day (24hrs)	680
Pressure Washer	Hot water	JYCH0815B		Per day (24hrs)	900
Pressure Washer	Hot water	BCH1217		Per day (24hrs)	900

CATEGORY	SUB-CATEGORY	MODEL	CAPACITY	UNITS (ITOPF recommended)	RATE RMB
Pump	Emergency unloading pump	XZB 100-1		Per day (24hrs) including	2200
Pump	Emergency unloading pump		100m <sup>3</sup> /hr	Per day (24hrs) including	1800

CATEGORY	SUB-CATEGORY	TYPE	CAPACITY	UNITS (ITOPF recommended)	RATE RMB
Temporary storage	Barge		590m <sup>3</sup>	Per day (24hrs)	8560
Temporary storage	Barge		300m <sup>3</sup>	Per day (24hrs)	4280
Temporary storage	Floating oil storage barge		5m <sup>3</sup>	Per day (24hrs)	500
Temporary storage	Fuel storage bladder		70m <sup>3</sup>	Per day (24hrs)	1000
Temporary storage	Fuel storage bladder		175m <sup>3</sup>	Per day (24hrs)	2500

Temporary storage	Fuel storage bladder		10m <sup>3</sup>	Per day (24hrs)	<b>500</b>
Temporary storage	Oil drum	Standard 200kg		Per item as consumed beyond re-use	<b>100</b>
Temporary storage	Oil drum	Standard 50m <sup>3</sup>		Per item as consumed beyond re-use	<b>170</b>
Temporary storage	Plastic drum		5l	Per item as consumed beyond re-use	<b>20</b>
Temporary storage	Plastic drum		20l	Per item as consumed beyond re-use	<b>70</b>

CATEGORY	SUB-CATEGORY	TYPE	CAPACITY	UNITS (ITOPF recommended)	RATE RMB
Ancillaries	Cutting torch	-	n/a	Should be inclusive of operator rate	<b>100</b>
Ancillaries	Generators	-	n/a	percentage mark up for rental	<b>15%</b>
Ancillaries	Power tools	-	n/a	Should be inclusive of operator rate	<b>100</b>
Ancillaries	Tools - mechanic	-	n/a	Should be inclusive of operator rate	<b>100</b>
Ancillaries	Welding unit	-	n/a	Should be inclusive of operator rate	<b>100</b>

CATEGORY	SUB-CATEGORY	ITEM	UNITS (ITOPF recommended)	RATE RMB
PPE	Boot	Anti-static/safety	Per pair as consumed beyond reasonable re-	<b>400</b>
PPE	Boot	Greaseproof	Per pair as consumed beyond reasonable re-	<b>100</b>
PPE	Boot	Skid proof	Per pair as consumed beyond reasonable re-	<b>200</b>
PPE	Boot	Steel toe PVC/Nitrile	Per pair as consumed beyond reasonable re-	<b>200</b>

PPE	Chemical proof suit	Type A	Per item as consumed beyond reasonable re-	<b>1500</b>
PPE	Chemical proof suit	Type B	Per item as consumed beyond reasonable re-	<b>1000</b>
PPE	Chemical proof suit	Type C	Per item as consumed beyond reasonable re-	<b>300</b>
PPE	Chemical proof suit	Type D	Per item as consumed beyond reasonable re-	<b>160</b>
PPE	Cold protective clothing	-	Per item as consumed beyond reasonable re-	<b>300</b>
PPE	Eye flush fluid	-	Per litre	<b>85</b>
PPE	Face shield	-	Per item as consumed beyond reasonable re-	<b>90</b>
PPE	First aid kit	RLHJ-006	Per item as consumed beyond re-use	<b>360</b>
PPE	First aid kit	45cm x 25cm x 30cm	Per item as consumed beyond re-use	<b>280</b>
PPE	Flotation vest	-	Per item as consumed beyond reasonable re-	<b>70</b>
PPE	Gas mask	-	Per item as consumed beyond reasonable re-	<b>300</b>
PPE	Gas meter	O <sub>2</sub> , H <sub>2</sub> S, CO	Per day (24hrs)	<b>300</b>
PPE	Glove	Cotton	Per pair as consumed beyond reasonable re-	<b>10</b>
PPE	Glove	Leather	Per pair as consumed beyond reasonable re-	<b>54</b>
PPE	Glove	Heavy duty PVC	Per pair as consumed beyond reasonable re-	<b>54</b>
PPE	Glove	Heavy duty rubber	Per pair as consumed beyond reasonable re-	<b>96</b>
PPE	Glove	Greaseproof	Per pair as consumed beyond reasonable re-	<b>100</b>
PPE	Glove	Oil protective	Per pair as consumed beyond reasonable re-	<b>20</b>
PPE	Greaseproof protective clothing	-	Per item as consumed beyond reasonable re-	<b>100</b>
PPE	Heat isolation clothing	Integral	Per item as consumed beyond reasonable re-	<b>800</b>
PPE	Helmet / hardhat	MSA	Per item as consumed beyond reasonable re-	<b>70</b>

PPE	Noise-proof ear-shield	-	Per item as consumed beyond reasonable re-	60
PPE	Oil protective overalls	-	Per item as consumed beyond reasonable re-	150
PPE	Positive pressure air breathing apparatus	-	Per day (24hrs)	850
PPE	Protective goggles	-	Per item as consumed beyond reasonable re-	56
PPE	Reflective work vest	-	Per item as consumed beyond reasonable re-	50
PPE	Respirator	-	Per item as consumed beyond reasonable re-	3
PPE	Respirator cartridge	-	Per item as consumed beyond reasonable re-	10
PPE	Safety harness/lanyard	-	Per item as consumed beyond reasonable re-	110
PPE	Split-type raincoat	-	Per item as consumed beyond reasonable re-	60
PPE	Stretcher	-	Per item if significantly	300
PPE	Tyvek suit	-	Per item as consumed beyond reasonable re-	105

CATEGORY	SUB-CATEGORY	ITEM	UNITS (ITOPF recommended)	RATE RMB
Other	Aluminium handheld nets	Telescopic	Per item as consumed beyond re-use	50
Other	Anchor rope	200m	Per item as consumed beyond re-use	3000
Other	Anti static oil scoop		Per item as consumed beyond re-use	50
Other	Anti-static oil spade		Per item as consumed beyond re-use	50
Other	Bamboo hook	2.8m	Per item as consumed beyond re-use	10
Other	Banner tape		Per roll	75
Other	Camp	5 person	Per day (24hrs)	150
Other	Cotton rags	25kg	Per bag	106
Other	Decontamination station	2-3 person unit	Per day (24hrs)	570

Other	Duct tape		Per roll	80
Other	Explosion proof copper shovel		Per item as consumed beyond re-use	60
Other	Explosion proof flashlight	BW7100A	Per item as consumed beyond re-use	85
Other	Explosion proof flashlight	6V/5.5AH	Per item as consumed beyond re-use	82
Other	Explosion proof flashlight	-	Per item as consumed beyond re-use	80
Other	Fire hook	2m	Each	35
Other	Float	32cm diameter	Per item as consumed beyond re-use	10
Other	Garbage bag	-	Per roll	30
Other	Industrial cleaner	-	Per litre used	92
Other	Industrial solvent	-	Per litre used	230
Other	Iron colander	50cm diameter x 2.5m	Per item as consumed beyond re-use	10
Other	Oil drag nets	-	Per day (24hrs)	910
Other	Personel decon station (2-3)	-	Per day (24hrs)	570
Other	Plastic bag	-	Box/roll	11
Other	Plastic bucket	20l with lid	Each	50
Other	Plastic sheeting	-	Per roll	170
Other	Poly rope	-	Per 100m roll	250
Other	Sawdust	5kg	Each bag	25
Other	Shovel / hand tools	Square type	Per item as consumed beyond re-use	10
Other	Tarpaulin	Each	Each	230
Other	Waterproof flashlight	-	Per item as consumed beyond re-use	120
Other	Washing powder	250g	Each bag	21
Other	Woven bag	60cm x 90cm	Each	10
Other	Yokohama fenders	2m	Per day (24hrs)	470

CATEGORY	SUB-CATEGORY	ITEM	UNITS (ITOPF recommended)	RATE RMB
Dispersant	Oil dispersant	GM2	Per litre used	40
Dispersant	Oil dispersant	Fuken No.2	Per litre used	25
Dispersant	Oil dispersant	Conventional	Per litre used	25
Dispersant	Oil dispersant	Sakerno	Per litre used	45
Dispersant	Biology dispersant	Weipu Biology	Per litre used	100

CATEGORY	SUB-CATEGORY	ITEM	UNITS (ITOPF recommended)	RATE RMB
Sorbents	Chemical sorbent	Sokerol FX-FG	Per kg	35
Sorbents	Sorbent boom	XTL-Y220	Per metre	130
Sorbents	Sorbent boom	XTL-220	Per metre	90
Sorbents	Absorbent mat	PP2	Per 20kg box	600

CATEGORY	SUB-CATEGORY	MODEL	UNITS (ITOPF recommended)	RATE RMB
Communications	Anti-explosion high frequency radio / VHF	Motorola GP328	Per day (24hrs)	100
Communications	Anti-explosion high frequency radio / VHF	-	Per day (24hrs)	80
Communications	Cell phone	-	Per day (24hrs)	Cost
Communications	Radio UHF/VHF	-	Per day (24hrs)	50
Communications	Satellite phone	-	Per minute - invoiced	Cost

CATEGORY	SPRO MATERIAL NAME	MODEL	UNITS (ITOPF recommended)	RATE RMB
Vehicles	Passenger car 5 persons	Standard vehicle	Per day (24hrs) including fuel and	1000
Vehicles	Passenger car 6 persons	Standard vehicle	Per day (24hrs) including fuel and	1200
Vehicles	Passenger car 8 persons	Standard vehicle	Per day (24hrs) including fuel and	2000
Vehicles	Van	Standard vehicle	Per day (24hrs) including fuel and	2500
Vehicles	Forklift (5T)	Standard vehicle	Per hour including fuel and operator	300
Vehicles	Crane (10T)	Standard vehicle	Per hour including fuel and operator	500
Vehicles	Container tractor	Standard vehicle	Per hour including fuel and operator	400
Vehicles	20ft container dragging plate incl container	Standard vehicle	Per day (24hrs) including fuel and	1000

CATEGORY	SPRO MATERIAL NAME	MODEL	UNITS (ITOPF recommended)	RATE RMB
Fees	Taxes	n/a	As per legal obligation	Legally Obligated
Fees	Management fee	n/a	Percentage mark-up	15%
Fees	Legal consulting	n/a	Percentage mark-up	10%

### 附录三：补充协议

#### Appendix III: Supplementary Agreement

1. 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：

1. 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
- (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  
 Bulk Oil hazardous bulk liquids (oil excluded) other goods empty
- (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
- (12) 下一港口名称 Next Port of call

2. 由于恶劣天气、风浪等级及海事主管机关的禁令等不可抗力或其它不可归责于乙方的原因造成乙方无法履行本协议时，不视为乙方违反协议，乙方不承担任何责任。

2. Party B cannot perform this agreement due to force majeure or other causes not attributable to the fault of Party B such as bad weather, rough sea and prohibition of MSA. This shall not constitute a breach of contract. Party B bears no liability.

3. 甲方协议船舶不在本协议水域停泊或作业，而仅在水域范围内航行过境时，不属于本协议适用的范围。发生污染事故的，乙方是否参与污染清除行动，由海事主管机关决定。

3. If the contracted ship of Party A does not berth and/or operate in waters of covered Port by this agreement, but simply navigates or transits in the waters, this Agreement does not apply. If ship spill accident occurs, whether Party B carries out emergency response will be decided by MSA.



#### 4. 支付方式、时间和账号

##### (1) 支付方式

- 甲方
- 甲方的当地船舶代理
- 甲方的第三方代理人

##### (1) Mode of payment

- Party A
- The local ship agent of Party A
- The third party authorized by ship owner and proved by China MSA.

(2) 按照乙方出示相关服务记录和（/或）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。

(2) Should pay the service fees of previous month to the bank account nominated by Party B before 10th of every month, with the service record and/or invoice issued by Party B.

##### (3) 收款帐户(一) (人民币)

##### (3) Account information (A) (RMB)

乙方指定收款帐户为:

户名: 深圳港联溢油应急服务有限公司

开户行: 中国光大银行股份有限公司深圳前海支行

账号: 39100188000141005

The bank account nominated by Party B is as follows:

Account Name : Shenzhen Pearl River Liwanjia Port Union Oil Spill Response Co., Ltd

Bank Name: China Everbright Bank Co., Ltd. Shenzhen Houhai Sub-branch

Account No. : 39100188000141005

##### (3) 收款帐户 (二) (美金)

##### (3) Account information (B) (USD)

The bank account nominated by Party B is as follows:

Account Name : Shenzhen Pearl River Liwanjia Port Union OSR Co., Ltd.

Add: A1708,Zhiyuan Building, No. 89,Gongye 8<sup>th</sup> Road, Shekou,Nanshan,Shenzhen,China

Bank Name : China Everbright Bank Shenzhen Branch

Add: CEB Building No. 18,Zizhu Qi Avenue, Zhuzilin Si Road, Shenzhen,518040,P.R.C

Account No. : 39101488000005051

SWIFT CODE: EVERCNBJSZ1

#### 5.其他事项

#### 5. Others