

中国海事[2012]版
China MSA [2012]Version

协议编号：07-1001-2020-xxxx
Agreement No.:07-1001-2020-xxxx

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

中华人民共和国海事局制

Printed by Maritime Safety Administration of the People's Republic of China

协议说明

Introduction to the Agreement

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

1. This Agreement for Ship Pollution Response (hereinafter referred to as “this Agreement”) is formulated in accordance with the provisions of Article 29 of the Regulations of the People’s Republic of China on Emergency Preparedness and Response on Marine Environment Pollution from Ship 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 Ship, relevant provisions of the Regulations of the People’s Republic of China on Emergency Preparedness and Response on Marine Environment Pollution from Ship 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, Tian jin 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告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) 传真: _____

Telephone: (24 hour emergency number) Fax:

电子信箱:

E-mail:

乙方: 上海晟敏立速服海上应急服务有限公司代表联盟体成员 (壹联溢油应急连锁经营机构)

Party B: Shanghai Resolve-Sheng min OSRO Co., for and On behalf of the Consortium -One Call Oil Spill Response

资质等级及服务区域:

Qualification level and service area:

本联盟体的所有成员均为经中国海事局批准的一级资质船舶污染清除单位。

本联盟体服务区域如下:

上海港、大连港、天津港、新港、秦皇岛港、京唐港、威海港、青岛港、烟台港、龙口、莱州、蓬莱、连云港、日照港、岚山港、厦门港、盐田港、蛇口港、赤湾、大铲湾、广州、南沙、惠州港、湛江港、北港、汕头港、洋浦港、珠海港、钦州港、泉州港、漳州港 (详见附件四)

All members of the Consortium are approved by the China MSA as Level 1 SPRO's. The Consortium will cover the following service areas:

SHANGHAI,DALIAN,TIANJIN,XINGANG,QINGHUANGDAO,JINGTANG,

WEIHAI,QINGDAO,YANTAI,LONGKOU,LAIZHOU,PENGLAI,LIANYUN
GANG,RIZHAO,LANSHAN,XIAMEN,YANTIAN,SHEKOU,CHIWAN,
DACHANWAN, GUANGZHOU, NANSHA, HUIZHOU, ZHANJIANG,
BEIGANG, SHANTOU, YANGPU, ZHUHAI, QINZHOU, QUANZHOU,
ZHANGZHOU (See Appendix IV)

住所地：中国上海申江路 2 8 8 5 号 1 8 号楼 2 楼

Domicile:2ndFloor, Building18 No.2885,Shenjiang Rd Shanghai P.R.of China_

法定代表人： 顾寅东

Legal representative: Mr. Yindong Gu

联系人： 魏崇彬, Ms Afshan Waheed

Contact person: Mr. Jason Wei, Ms Afshan Waheed

通讯地址： 中国上海申江路 2 8 8 5 号 1 8 号楼 2 楼

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电子信箱： info@srsoc.com

E-mail: info@srsoc.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 Ship(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 Ship (hereinafter referred to as "the Rules") and the Detailed Rules of Maritime Safety Administration of the People's Republic of China on the Implementation of the Administration Regime of Agreement for Ship Pollution Response (hereinafter referred to as "the Detailed Rules") and other laws and regulations, Party A and Party B agree to reach the following agreement after equal consultation and on the basis of truthfully and / or completely expressing respective intentions, and the said agreement shall be abided by both Party A and Party B.

第一条甲方的权利义务

Article 1 Rights and Obligations of Party A

1. 甲方应当向乙方提供本协议框架下接受服务船舶（以下简称协议船舶,见附录一）的基本信息, 并按照双方约定方式和内容,在协议船舶进入乙方服务区域前的3天内, 向乙方提供船舶有关动态信息。甲方应当在协议船舶驶离乙方服务区域前72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 ship (hereinafter referred to as "the agreed ship", Appendix I) to receive services under this Agreement, and shall, within 3 days prior to the agreed ship's entry into Party B's service area, inform Party B of the agreed ship's dynamic information in accordance with the time, way and contents agreed by both parties. Party A shall, within 72 hours prior to the agreed ship's departure from Party B's service area, inform Party B of the agreed ship's 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、 甲方应当将本协议副本留存协议船舶上,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 a copy of this Agreement on board the agreed ship, and make sure that relevant staffs onboard the ship 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 maintain 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 ship's relevant basic information and dynamic information provided by Party A in accordance with stipulation of paragraph 1 of Article 1, and inform Party A of information on relevant emergency standby provided by Party B in accordance with the time, way, and contents agreed by both parties.

3、 乙方应当指定联络人,并确保联络人在根据本协议开展应急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 ship's entry into the service area, be on emergency standby duty and make sure that the emergency ship, facilities and equipment are standby. After receiving the notice that the agreed ship of Party A has departed from the service area, Party B may cancel such standby status. Among them, in case of the agreed ship engaged in transfers of oil or bulk HNS cargo, Party B shall deploy oil boom around the agreed ship or take other appropriate alternative measures according to relevant requirements, where in case of the agreed ship engaged in loading/unloading operation of oil or bulk HNS cargo, Party B shall make sure that around the agreed ship 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 ship.

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 ship, Party B shall, under the command of Party A, carry out pollution control and cleanup actions, and shall co-operate with Party A to conduct the evaluation on such actions.

其它条款甲乙双方可就本协议相关的其它事项约定并作为本协议的组成部分。

Other Articles Both parties may conclude other articles as part of the Agreement.

第三条费用

Article 3 fees and expenses

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

1. Party A shall pay Party B the ship pollution response agreement fees in accordance with the rates (Appendix II) 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，甲方应当根据附录三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 III.

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 clean-up 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：

【☒】 固定期限为壹年；

【☐】 协议船舶的壹个航次（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:

[☒] Fixed term of One year;

[☐] _____ voyage of the agreed ship (the time of each voyage shall be determined by separate agreement).

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

parties.

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

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

2. Termination of Agreement when not employed during spill

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

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

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

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

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

一级污染清除单位：人民币 200 万元

二级污染清除单位：人民币 150 万元

三级污染清除单位：人民币 100 万元

四级污染清除单位：人民币 50 万元

4. *INSURANCE: Party A warrants that it has adequate P&I insurance to meet its liabilities under the contract. Party B shall maintain insurance to cover its liabilities under the contract for a minimum sum of:*

Level 1 SPRO: RMB 2,000,000.00 (RMB 2 million)

Level 2 SPRO: RMB 1,500,000

Level 3 SPRO: RMB 1,000,000

Level 4 SPRO: RMB 500,000

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

第六条违约及侵权责任

Article 6 Liability for Breach of Contract and Tort

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

1. Where a Party causes any damage or loss to 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上海进行仲裁；

☒ 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 Shanghai 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（见附录四）。

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

第九条协议份数

Article 9 Copy of this Agreement

本协议正本一式叁份，具有同等法律效力，甲方持壹份，乙方持壹份，一份由乙方及时提交当地港口的海事管理机构以保证船舶进港、作业或离港不延迟。

This original Agreement is in triple; each copy bears the same legal effect. Party A holds one copy (copies), Party B holds one copy (copies), and a copy of the agreement shall be submitted by Party B to the local MSA at the port in such a timely fashion that the vessel's entry, operation or departure will not be delayed.

甲方(盖章):

Party A (seal):

法定代表人/委托代理人(签名):

Legal representative/Entrusted representative: (signature)

Date:

乙方(盖章):

Party B (seal):

法定代表人/委托代理人(签名):

Legal representative/Entrusted representative: (signature)

Date:

附录一 协议船舶名录

Appendix I List of The Agreed Ships

[illegible]

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

港口 Port	公司 Company (SPRO)	法人 Legal Representative	资质等级及服务区域 Qualification Level & Service Area	联络方式 Contact Information	待命费 SPRO Fees(USD)
上海 SHANGHAI	上海晟敏立速服海上应急服务有限公司 Shanghai Resolve-Shengmin OSRO Co.,Ltd.	顾寅东 Gu Yin Dong	沿海一级资质，上海港及其近海水域 Level-1, Shanghai Port and its offshore waters	Contact Person: Xu Zhanhong Emergency Hotline: +86-4008 211 120 (24hrs) Tel: +86-(0)21-50178880 Fax: +86-(0)21-50183124 Mob: +86-13601902300 Email: info@srsoc.co	250
大连 DALIAN	大连汇通水域工程有限公司 Dalian Huitong Waterarea Engineering Co.,Ltd.	吴勇毅 Wu Yong Yi	沿海一级资质，大连港及其近海水域 Level-1,Dalian Port and its offshore waters	Contact Person: Tang Ben Domicile: Rm 7133 Fenglin Road 56, Zhongshan area, Dalian,China Tel: +86-(0)411-82732717 Fax: +86-(0)411-82733169 Mob: +86-13804244450 Email: ops@huitongshipping.com	85-280
天津 TIANJIN	天津市环渤海船舶服务有限公司 Tianjin HBH Sea Service Co.,Ltd	孙桂凤 Sun guifeng	沿海一级资质，天津港及其近海水域 Level-1,Tianjin Port and its offshore waters	Contact Person: Ms. Sophia Tel: +86-(0)22-25811117 Fax: +86-(0)22-25811115 Mob: +86-18622096173 Email: tjhbh@hbhseaservice.com	100-260
青岛 QINGDAO	青岛祥和海洋环保有限公司 Qingdao Xianghe Marine Environmental Protection Co. Ltd.	姜晓东 Jiang Xiao Dong	沿海一级资质，青岛港及其近海水域 Level-1,Qingdao Port and its offshore waters	Contact Person: Jiang Xiaodong Domicile: 山东省青岛市北区小港一路 44 号庚 215 Tel:+86-(0)532-82806156 Mob: +86-15610536137 Fax: +86-532-82846391 Email: ops@ontimeqingdao.com;	250
厦门 XIAMEN ZHANG ZHOU	厦门通海船务有限公司 Xiamen Tonghai Shipping Company Ltd	程水杰 Chen Shui Jie	沿海一级资质，厦门港及其近海水域 Level-1,Xiamen Port and its offshore waters	Contact Person:Steven Chen Domicile:鹭江大道 268 号（远洋大厦九楼） Tel: +86-(0)592-2390265 Fax: +86-(0)592-2390152 Mob+86-13600950236 Email:tonghaishipping@vip.163.com	70-260
深圳 SHENZHEN	深圳市珠江口嘉仁溢油应急服务有限公司 Shenzhen Pearl River Jia Ren Oil Spill Response., Ltd	伍剑良 Wu Jian Liang	沿海一级资质，深圳港及其近海水域 Level-1,Shenzhen Port and its offshore waters	Contact Person: Kino Domicile: 深圳市南山区海德三道海岸城西座 1209A 室 Tel: +86-(0)755-8611 1600 Fax: +86-(0)755-2643 5980 Phone:+86-13923860719 Email: osro@pearlrivercn.com	200

港口 Port	公司 Company (SPRO)	法人 Legal Representative	资质等级及服务区域 Qualification Level & Service Area	联络方式 Contact Information	待命费 SPRO Fees(USD)
广州 Guangzhou	增城市珠江口船舶工程有限公司 Zengcheng Pearl River Ship Engineering Co., Ltd	陈炽和 Chen Zhi He	一级资质，广州集装箱码头、南沙集装箱码头、黄埔码头、东沙港、新沙港、新港、海腾码头、港发码头、石油化工码头、粤海码头、西基码头、龙沙码头、东洲石化油码头、中海炼化码头、南沙货运码头、同舟石化码头、国际码头、建翔码头、省油码头、益海码头、五矿码头、小虎岛、桂山锚地 Level1Guangzhou,Nansha,Huangpu,Dongsha,Xinsha,Xingang,haiteng,Ga ngfa, Yuehai,Xiji,Longsha,Dongzou petrochemical industry port,Nansha Cargo terminal,tongzhou,internationalport,J iangxiang,Shengyou,Yihai,Wukuang,Xiaohudao, Guishan	Kino Tel:+86(0)20-32917888/13923860719 Fax: +86 (0)20-82882738 Email: osro@pearlrivercn.com osro_gz@pearlrivercn.com	250
惠州 HUIZHOU	增城市珠江口船舶工程有限公司大亚湾分公司 Zengcheng Pearl River Marine Engineering Co., Ltd, Dayawan Branch	陈炽和 Chen Zhi He	沿海一级资质，惠州港及其近海水域 Level-1,Huizhou Port and its offshore waters	Contact Person: ChenJun Domicile:广东省惠州市惠阳区中兴五路南山国际 1318 Tel: +86-(0)752-5533870 Mob: +86-13590329871 Fax: +86-(0)752-5533871 Email: osro@pearlrivercn.com	50-680
湛江市 ZHANJIANG	湛江市海新福航海技术服务有限公司 Zhanjiang Hai Xin Fu Navigation Technical Services Co., Ltd	谢杰宇 Xie Jie Yu	沿海一级资质，湛江港及其近海水域 Level-1,Zhanjiang Port and its offshore waters	Contact Person: Wei Chaohua Domicile: 广东省湛江市赤坎区双港路 33 号 Tel: +86 (0)759-3103328 Mob: +86-15219286449 / Fax : +86 (0)759-2243298 Mob. 13828282188 Email : hxf huang@126.com	160-500*
京唐 JINGTANG	河北海正船舶服务集团有限公司 HEBEI HAIZHENG SHIP SERVICE GROUP CO., LTD	王朝文 Wang Chaowen	沿海一级资质，京唐港区及其近海水域 Level-1,Jingtang Port and near shore waters	Contact Person:Ms Lu Yu Domicile: 河北唐山海港经济技术开发区海城路 Tel: +86-(0)315-2926677 Fax: +86-(0)315-2926677 Mob: +86-18031568668 /+8618031568658 Email: hbh@wyyjcl.com	160-500

港口 Port	公司 Company (SPRO)	法人 Legal Representative	资质等级及服务区域 Qualification Level & Service Area	联络方式 Contact Information	待命费 SPRO Fees(USD)
秦皇岛 QINGHUANGD AO	秦皇岛洁海船舶污染物清除有限公司 Qinhuangdao Jichai Pollutant Cleanup Co. Ltd	于书通 Yu Shu Tong	沿海一级资质，秦皇岛港及其近海水域 Level-1, Qinghuangdao Port and its offshore waters	Contact Person: Yu Shutong Domicile: 秦皇岛市东港路 476 号 Tel: +86-(0)335-5312202 Fax: 0335-3507066 Mob: 13933654131 Email: qhdjtcw@126.com	600
汕头 SHANTOU	汕头市四海航务有限公司 Shantou Sihai Shipping Co., Ltd	李盛凡 Li Sheng Fan	沿海一级资质，汕头港及其近海水域 Level-1, Shantou Port and near shore waters	Contact Person: Fang Chuan Lu Domicile: 汕头市朝阳区朝海路中站 2 号 Tel: +86-(0)754-86631697 Fax: +86-(0)754-86626866 Mob: +86-18607541688 Email: sihaishipping@163.com	480
烟台 YANTAI	烟台远东海洋环境工程有限公司 Yantai Fareast Marine Environmental Engineering Co., Ltd	陈新顺 Chen Xin Shun	沿海一级资质，龙口、莱州港及其近海水域 Level-1, Longkou, Laizhou Port and near shore waters	Contact Person: Yuan He Jun Domicile: No.9 Zhongyun Garden, Huanhai road, West town, Longkou, Shandong Tel: +86-(0)535-3127625/8815058 Fax: +86-(0)535-8815446 Mob: +86-13615440832 Email: lkxinglong@163.com	145-500
连云港 LIANYUN GANG	连云港太和船舶服务有限公司 Lianyungang Taihe Shipping Service Co., Ltd	韩开和 Han Kai He	沿海一级资质，连云港区、盐城港区及其近海水域 Level-1, Lianyungang Port, Yancheng Port and near shore waters	Contact Person: Wang Yong Liang Domicile: 连云港连云区墟沟镇海滨大道 2 号阳光国际中心 A1807 室 Tel: +86-(0)518-82379990 Fax: +86-(0)518-82332505 Mob: +86-13337863666 Email: lygtaihe@126.com	160-500
日照 RIZHAO	日照市太和船舶油仓清洗接收有限公司 Rizhao Taihe Tank cleaning service Co., Ltd	韩开和 Han Kai He	沿海一级资质，日照港区及其近海水域 Level-1, Rizhao Port and near shore waters	Contact Person: Tai Hong Dao Domicile: 日照市海滨二路南首中盛国际 1401 室 Tel: +86-(0)633-2287989 Fax: +86-(0)633-2287969 Mob: +86-13863314988 Email: taihe200609@163.com	160-500

珠海 ZHUHAI	珠海市和丰环保服务有限公司 Zhuhai Hefeng Environmental Protection Co.,Ltd	郭宏 Guo Hong	沿海一级资质，珠海港及其近海水域 Level-1,Zhuhai Port and its offshore waters	Contact Person: Guo binyuan Domicile: 珠海市金湾区高栏港海港大厦 501 Tel: +86-(0)756-2516866 Mob:+86-138 0923 1829 /138 2307 3555 Fax: +86-(0)756-2261100 Email: hefenghuanbao@163.com	85~500
钦州 QINZHOU	钦州市桂通船舶服务有限公司 Qinzhou Gui Tong Shipping ServiceCo.,Ltd	陈秋艳 Chen QiuYan	沿海一级资质，钦州港及其近海水域 Level-1,Qinzhou Port and its offshore waters	Contact Person: Wu kunxing Domicile:广西省钦州港逸仙路海富中心 A-506 Tel: +86-(0)777-3883165 Mob: +86-18977703302 Fax: +86-(0)777-3883153 Email: shipping@guitong-service.com	130~480
威海 WEIHAI	威海市江海缘船舶服务有限公司 WEIHAI JIANG HAI YUAN ENVIRONMENTAL PROTECTION SERVICE CO.,LTD	王钟贤 Wang Zhong Xian	沿海一级资质，威海港及其近海水域 Level-2,Weihai Port、Longyan Port、Shidao Port and its offshore waters	Contact Person: Cui Jian Jun Domicile: 威海市经区珠海路 657 号 Tel: +86-(0)631-5558666 Mob: +86-18963130006 Fax: +86-(0)631-537222 Email: jianghaiyuan999@163.com ;	240~420
海南 HAINAN	洋浦海蓝船舶技术服务有限公司 Yangpu Hailan Ship Technology Service Co., Ltd	夏盛平 Xia Sheng Ping	沿海一级资质，洋浦港及其近海水域 Level-1,Yangpu Port and its offshore waters	Contact person: Mr. Sun 洋浦经济开发区凯丰城市广场西单元 C1502 室 Room C1502,West Unit ,Kaifeng City Square, Yangpu Hainan P.R.C Tel: +86-(0)898-28811567/2822366 Mob: +86-18601200846 Fax: +86-(0)898-28825190 Email: hailan866@163.com ;	192~500*
泉州 Quanzhou	泉州兴通港口服务发展有限公司 Quanzhou Xingtong Port Services Development Co.,ltd	陈其龙 Chen Qilong	沿海一级资质，泉州港及其近海水域 Level-1,Quanzhou Port and its offshore waters	Contact person: Yang Yangping 通讯地址: 福建省泉州市泉港区港六街东段兴通海运大厦 8 楼 Telephone: +86 13655974007、18558997477 (24 hour emergency number) Fax: (0)595-87777995 E-mail: portservices@gqxtgk.cn ;	85~485
烟台 YANTAI	烟台华海海洋环保有限公司 YANTAI HUAHAI SEA ENVIRAMENT PROTECTION CO., LTD	马建忠 JIANZHONG MA	沿海一级资质，烟台港，蓬莱港等及其近海水域 Level-1,Yantai/Penglai Port and its offshore waters	Contact Person : Ma Jianzhong Domicile: 烟台市芝罘区环海路 88 号管委 200 室 Tel:+86-535-6257190 Email: ythuahai@126.com Fax:+86-535-6801089 Mobile: +86 18865685666	145~500

备注：具体费率可根据当地市场价格及要求变更. 防污染单位数量可根据实际要求，增加或减少。

Note: Rates are subject to change due to local market price and requirements. The SPRO members are subject to change in accordance with the requirement.

附录三：船舶污染清除费费率
Appendix III Ship Pollution Response Expense Tariff

序号 Number	分类 Category	项目 Item	说明 Description	单位 Unit	估价/美国 Rate/US	估价/中国 Rate/CN	估价/其他 Rate/others
1	Vessels 船舶		沪宝东雷 1, A 级航区船舶, 总吨数: 158 吨 Donglie 1, vessels for class A sailing waters, g.t.158	天 Day	\$1,884	¥12,000.00	
2			沪宝东雷 2, A 级航区船舶, 总吨数: 155 吨 Donglie 2, vessels for class A sailing waters, g.t. 155day	天 Day	\$1,884	¥12,000.00	
3			东雷油 3 号, 沿海航区船舶, 总吨数: 310 吨 Shengmin 3, vessels for coastal sailing waters, g.t.310 (SH)	天 Day	\$3,140	¥20,000.00	
4			东雷油 5, 沿海航区船舶, 总吨数: 198 吨 (SH) Dongleiyou 5, vessels for coastal sailing waters, g.t.198 (SH)	天 Day	\$3,140	¥20,000.00	
5			东雷 7, 辅助船舶, 总吨数: 27 吨 (SH) Donglei 7, auxiliary vessels,g.t.27 (SH)	天 Day	\$1,256	¥8,000.00	
6			东雷 8, 辅助船舶, 总吨数: 27 吨 (SH) Donglei 8, auxiliary vessels, g.t.27 (SH)	天 Day	\$1,256	¥8,000.00	
7			AK-7891-L, 快艇 Boom Boat	天 Day	\$942	¥6,000.00	
8			AK-7893-L, 快艇 Boom Boat	天 Day	\$942	¥6,000.00	
9			AK-8314-K, 快艇 Skimmer/boom support	天 Day	\$942	¥6,000.00	
10			AK-5812-K, 快艇 (SH) Ramp Vessel (SH)	天 Day	\$1,099	¥7,000.00	

序号 Number	分类 Category	项目 Item	说明 Description	单位 Unit	估价/美国 Rate/US	估价/中国 Rate/CN	估价/其他 Rate/others
11		待命费率 Standby Rates	For numbers 1-6, standby rates will be 65% of the published rates For numbers 7-10, standby rates will be 50% of the published rates				
12	***Costs for additional fuel, crew overtime, food and consumables for work in the Yangtze River operations and at-sea operations will be charges as used***						
13	人工 Labor		高级指挥 High Level Supervisor / Command	DAY 天	\$941.92	¥6,000.00	
14			清污专家 Expatriate OSRO Specialist	DAY 天	\$941.92	¥6,000.00	
15			现场指挥 On Site Supervisor	DAY 天	\$471.00	¥3,000.00	
16			技术工 Technician / Operator	DAY 天	\$126.00	¥800.00	
17			普通工 Labourer	DAY 天	\$78.00	¥500.00	
18			餐费 Meals	人/天 P/Day	\$16.00	¥100.00	
19			交通费 Transportation	人/天 P/Day	\$8.00	¥50.00	
20			机械师/焊接工 Mechanic/Welder	DAY 天	\$235.00	¥1,500.00	
21			行政/会计 Adminstrative Support/ Accounting	DAY 天	\$78.00	¥500.00	
22	***A 100% mark-up will apply on work undertaken during holidays (weekends) and a 300% mark-up will apply to labour costs during national holidays***						
23	Equipment and material 器材		常规型消油剂 Conventional Dispersant / Fukan	公斤 per kg	\$4.71	¥30.00	
24			生物型消油剂 Bio Dispersant / WP Emergency Liquid	公斤 per kg	\$15.70	¥100.00	
25	Equipment and material 器材		索科洛，化学吸油剂 Sakerno Dispersant	公斤 per kg	\$4.71	¥30.00	
26			吸油毡 Absorbent Pads	公斤 per kg	\$7.00	¥42.00	
27			围油绳 Absorbent Rope	米 per mtr	\$12.00	¥75.00	

28		吸油拖栏 Absorbent booms	米 per mtr	\$21.00	¥134.00	
29		充气式围油栏，WQJ1500 Offshore/Oceans Inflatable boom	米/天 M/Day	\$7.30	¥47.00	
30		固体浮子式围油栏，WGJ900 Black Hard Floating boom	米/天 M/Day	\$3.00	¥19.00	
31		防火围油栏，WGJ900H Fire boom	米/天 M/Day	\$7.30	¥47.00	
32		岸滩围油栏，WQV750T Shore Line Inflatable boom	米/天 M/Day	\$7.30	¥47.00	
33		围油栏卷轴 Oil boom reels	天 Day	\$50.00	¥318.00	
34		围油栏卷轴 Hydraulic Boom Reels	天 Day	\$55.00	¥350.00	
35		围油栏动力装置 Hydraulic Power Unit for Boom	天 Day	\$91.00	¥580.00	
36		围油栏充气设备 Boom Air Compressor/Vacuum Unit	天 Day	\$63.00	¥400.00	
37		围油栏拖绳 Boom Towing Bridle	天 Day	\$3.00	¥18.00	
38		围油栏锚 Boom Anchor and connection	天 Day	\$59.00	¥375.00	
39	***Standby rates will be 50% of the published rates. The stand-by rate will apply from the point the item is removed from the water until the item is offhire 待命费按公布费率的 50%收取，待命费自此物资从水面收回到此物资回到仓库					

40	SKIMMERS 收油机	大型堰式收油机，600MT/Hr Large weir skimmers (Doseq Sweep Arm)	天 Day	\$6,000.00	¥38,207.00	
41	SKIMMERS 收油机	动态斜面收油机，150MT/Hr submersion absorbent belt skimmers	天 Day	\$750.00	¥4,776.00	
42		转盘刷式收油机，50MT/Hr Disc brush skimmers	天 Day	\$500.00	¥3,184.00	
43		动态斜面收油机，20MT/Hr Submersion absorbent belt skimmers	天 Day	\$1,500.00	¥9,552.00	
44		VIKOMA50 收油机， 50MT/Hr Skimmer	天 Day	\$1,200.00	¥7,641.00	
45		VIKOMA100 收油机，100MT/Hr Skimmer	天	\$1,950.00	¥12,417.00	

				Day			
46			绳式收油机， 25MT/Hr Rope skimmers	天 Day	\$1,500.00	¥9,552.00	
47			臂式收油机， 25MT/Hr Belt skimmers	天 Day	\$1,500.00	¥9,552.00	
48			堰式收油机， 5MT/Hr Weir Skimmer Small	天 Day	\$150.00	¥955.00	
49			桶式收油机， 3MT/Hr Drum Skimmer	天 Day	\$100.00	¥637.00	
50			刷式收油机， 3MT/Hr Brush Skimmer	天 Day	\$100.00	¥637.00	
51			液压动力装置 Hydraulic Power Unit 1 hp	天 Day	\$94.00	¥600.00	
52			液压动力装置 Hydraulic Power Unit 16 hp	天 Day	\$141.00	¥900.00	
53			液压动力装置 Hydraulic Power Unit 40 hp	天 Day	\$408.00	¥2,600.00	
54			液压动力装置 Hydraulic Power Unit 60 hp	天 Day	\$471.00	¥3,000.00	
55			船用固定式，140L/M dispersant Applicator - Vessel	天 Day	\$100.00	¥637.00	
56			便携式，40L/M Dispersant Applicator - Hand held	天 Day	\$32.00	¥204.00	
57			热水清洗装置，15L/M Hot Water Pressure Washer	天 Day	\$75.00	¥478.00	
58			冷水清洗装置，15L/M Cold Water Pressure Washer	天 Day	\$50.00	¥318.00	
59			热水清洗装置，19L/M Hot Water Pressure Washer	天 Day	\$100.00	¥637.00	
60			冷水清洗装置，19L/M Cold Water Pressure Washer	天 Day	\$70.00	¥450.00	
61			卸载泵，300/Hr Cargo Unloading Pump	天 Day	\$1,500.00	¥9,552.00	
62			泵 Diaphragm Pump 3-4 inch	天 Day	\$150.00	¥955.00	

63			打捞/防火用泵 Salvage/Fire pump 3-4 inch	天 Day	\$350.00	¥2,229.00	
64	Temporary storage Equipment 临时储存装置		油囊, 70 立方 Fuel Storage Bladder	天 Day	\$132.00	¥840.00	
65			油囊, 175 立方 Fuel Storage Bladder	天 Day	\$330.00	¥2,100.00	
66			油桶, 200KG Fuel Storage Drum	个 Each	\$4.00	¥24.00	
67	Vehicles 车辆		工作车辆 Car / Work Vehicle	辆/ 天 Vehicle/D	\$94.00	¥600.00	
68			器材运输车辆 Van / Equipment Vehicle	辆/ 天 Vehicle/D	\$157.00	¥1,000.00	
69			铲车 Fork Lift	辆/ 天 Vehicle/D	\$188.00	¥1,200.00	
70			汽车吊 Crane 25 ton	辆/ 小时 Vehicle/H	\$88.00	¥560.00	
71			仓库吊机 Warehouse Gantry Crane	辆/ 小时 Vehicle/H	\$11.80	¥75.00	
72	Waste Transportation 废弃物运输		污染物运输 Waste Transportation	成本加 20%管理费 Waste Transportation cost plus 20%			
73	Dockage Fees 码头使用费		污染物处置靠泊码头费 Pier Fees For Pollutant disposal	成本加 20%管理费 Pier Fees For Pollutant disposal plus 20%			
74	Pollutant disposal fee 污染物处置费		污染物处置费 Pollutant Disposal Cost	成本加 20%管理费 Pollutant disposal Cost plus 20%			
75	Others 其他		法律咨询费 Legal Consulting Cost	成本加 10%管理费 Legal Consulting Cost plus 10%			
76	油管 Hose		管 3 inch Lay Flat hose	每米/天 per mtr/day	\$0.80	¥5.00	
77			管 3 inch Hard suction hose	每米/天 per mtr/day	\$0.80	¥5.00	
78			管 4 inch lay flat hose	每米/天 per mtr/day	\$1.30	¥8.00	
79			管 4 inch hard suction hose	每米/天 per mtr/day	\$1.30	¥8.00	

80		管 6 inch hard suction hose	每米/天 per mtr/day	\$3.00	¥18.00	
81		管 8 inch fuel hose	每米/天 per mtr/day	\$5.00	¥30.00	
82		管 Hydraulic Hose	每米/天 per mtr/day	\$1.60	¥10.00	
83		管 Pneumatic hose	每米/天 per mtr/day	\$0.30	¥2.00	

84	辅助设备 Support Equipment	卡车，拖车 Truck and Trailer Flat Bed up to 20 Mtr plus fuel	辆/ 天 Vehicle/D	\$314.00	¥2,000.00	
85		现场拖车 On Site Trailer Office/Command Ctr	辆/ 天 Vehicle/D	\$196.00	¥1,250.00	
86		发电机 Generator Less than 4 KW	台/天 Unit/Day	租用成本加收 20%管理费 Rental +20%		
87		发电机 Generator 4-7.5 kw	台/天 Unit/Day	租用成本加收 20%管理费 Rental +20%		
88		发电机 generator 7.5 to 12 kw	台/天 Unit/Day	租用成本加收 20%管理费 Rental +20%		
89	辅助设备 Support Equipment	指挥中心办公地点 Office Space for command center	天 Day	租用成本加收 20%管理费 Rental +20%		
90		便携工具 Hand Tool Set (Broom Shovels etc)	天 Day	\$0.90	¥6.00	
91		工具维修工 Tools Mechanic	天 Day	\$47.00	¥300.00	
92		工具，动力（电钻等） Tools, Power (drill saw etc)	天 Day	\$24.00	¥150.00	
93		焊接装置 Welding Unit	天 Day	\$24.00	¥150.00	
94		切割 Cutting Torch	天 Day	\$16.00	¥100.00	
95		围油栏 2 米 Yokahama fenders 2 meter	天 Day	\$63.00	¥400.00	

96	通讯 Communication	手机 Cell Phones	天 Day	\$8.00	¥50.00	
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97			电脑 Computer	天 Day	\$31.00	¥200.00	
98			GPS 装备 GPS Unit	天 Day	\$19.00	¥120.00	
99			Radio UHF/VHF	天 Day	\$9.00	¥60.00	
100			卫星电话 Sattelite Phone	天 Day	\$94.00	¥600.00	
	**** Costs will be Charged on Actual Expenses Incurred 费用按实际产生费用收取						

101	安全装置 Safety Equipment		工作马甲 Flotation Work Vest	每个 each	\$10.00	¥64.00	
102			安全索 Safety Harness/Lanyard	每个 each	\$10.00	¥64.00	
103			测量计 Gas Meter- O2, H2S, LEL, CO	天 per day	\$47.10	¥300.00	
104	安全装置 Safety Equipment		呼吸机 Respirator Full/Half Face	每个 each	\$10.00	¥64.00	
105			呼吸装置 Self Contained Breathing Apparatus	天 per day	\$118.00	¥750.00	
106			靴 Boot Steel Toed PVC/Nitrile	每个 each	\$18.90	¥120.00	
107			防护面具 Face Shield	每个 each	\$3.10	¥20.00	
108			手套（棉） Glove Cotton	每个 each	\$3.10	¥20.00	
109			手套（皮） Glove Leather	每个 each	\$6.30	¥40.00	
110			手套（PVC） Glove Heavy Duty PVC	每个 each	\$6.30	¥40.00	
111			手套（橡胶） Glove Heavy Duty Butyl Rubber	每个 each	\$12.60	¥80.00	
112			帽 Hard Hat	每个 each	\$6.30	¥40.00	
113			防护装备 Protective Gear Level B	每个/更换 each/change	\$282.70	¥1,800.00	

114			防护装备 Protective Gear Level C	每个/更换 each/change	\$44.00	¥280.00	
115			防护装备 Protective Gear Level D	每个/更换 each/change	\$18.80	¥120.00	
116			化学防护服 Tyvek Suit Disposable	每个/更换 each/change	\$14.00	¥90.00	
117	易耗品 Consumable Materials		横幅粘胶 Banner Tape	卷 roll	\$10.00	¥64.00	
118			胶带 Duct Tape	卷 roll	\$10.00	¥64.00	
119			棉抹布 Cotton Rags	捆 Bundle	\$15.00	¥96.00	
120	易耗品 Consumable Materials		丙纶绳 Poly Rope 100 meter up to 1/2 inch	卷 roll	\$35.30	¥225.00	
121			手持喷洒装置 Sprayer Hand Held	每个 each	\$25.00	¥159.00	
122			饮用水 Drinking Water 12 per case (based on actual expense)	盒 box	\$7.85	¥50.00	
123			呼吸机 Respirator cartridge	每个 each	\$15.00	¥96.00	
124			塑料袋 Plastic Bag	盒/卷 box/roll	\$1.60	¥10.00	
125	易耗品 Consumable Materials		塑料薄膜 plastic sheeting	卷 roll	成本价加收 20%管理费 COST +20%		
126			清洗用 cleaner - Industrial	升 liter	成本价加收 20%管理费 COST +20%		
127			清洗用 cleaner - Decon Solvent	升 liter	成本价加收 20%管理费 COST +20%		
128			清洁池 Decon Cleaning Pool	每个 each	\$150.00	¥955.00	
129			人员除污站 Personnel Decon Station (2-3 person)	每个 each	\$1,000.00	¥6,368.00	

130	*****Conversion Rate- CNY6.37=USD1.00
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费率条款:

Rate Sheet Terms:

客户通过上海晟敏立速服海上应急有限公司（以下简称晟敏立速服）要求防污染单位提供服务，双方签订本协议。不论防污染单位作出的费用估算如何，客户同意据此费率表中人员、设备和材料价格条款支付费用。

Customer's request for SPRO through Shanghai Resolve Shengmin OSRO Company Ltd(SRSOC) to perform services constitutes an agreement to pay for those services under the Personnel, Equipment and Material Terms of this Price List, regardless of any estimates provided by the SPROs.

收费以最新公布的费率表为准。针对非本地客户，可能在当前公布的费用上征收附加费。对于包括但不限于因超出防污染单位所能控制的情形而导致的燃油、保险等项目的预期之外的成本上升，附加费同样适用。

Charges will be based on the most current published Price List. Surcharges to current published Rates may apply in non-local areas. Surcharges may also apply to cover unanticipated cost increases for items, including but not limited to fuel and insurance, resulting from circumstances beyond the control of the SPRO.

费用在30个工作日内结算完毕，除非客户事先与晟敏立速服另行达成书面协议。如果防污染单位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，客户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。

Rates are based upon net 30 working day payment terms unless otherwise agreed by prior written contract with SRSOC. If SRSOC does not receive ship pollution response fee within 2 months after the SPRO finishes pollution control and clean up actions, Customers shall bear bank loan interest up to max LIBOR plus 1% from the third month until SRSOC receive all outstanding payment.

对于没有与晟敏立速服事先签署协议的客户，一旦发生事故而要求提供应急服务时，晟敏立速服最低收取22000 元的费用。

Customers without a pre-existing SRSOC contract, a minimum charge of 22,000 RMB to be paid at time of call out applies to emergency response services.

预估超过最低服务费的费用也要提前支付。

Any charges for services estimated to exceed the minimum are also payable in advance.

人员条款:

Personnel Terms:

1. 应急服务最低条件是每人4 小时，除非离办公场所超过80 千米的项目每天要求最低8 小时的服务。

Minimum call out is 4 hours per person, except for projects over 80 kilometers from office location require 8-hour daily minimum.

2. 费率取决于以下因素： Rates are subject to the following:

- a. 工作日：正常工时（Straight Time, DR=日工资）以07:00—19:00 期间的小时数收费；加班时间（OT=日工资的1.5 倍）以19:00 - 07:00 期间的小时数收费；班收费以8小时作业为准。

Weekdays: 0700 to 1900 hours charged at Straight Time (DR = Day Rate); 1900 to 0700 hours charged at Overtime (OT = 1 ½ times the Day Rate); Personnel shift rates are based on 8 hours of normal operations.

- b. 星期六\星期日：所有工时按日工资的2 倍收费。

Saturday\Sunday: All time charged at double Time (2 times the Day Rate)

- c. 中国法定节假日：所有工时按3倍日工资计算（日工资的3倍）

National (P.R.C) Public Holidays: All time charged at Triple Time (3 times the Day Rate)

- d. 节假日包括以下日期：中华人民共和国规定的法定假日

The following are included holidays: PRC Published Public Holidays

- e. 不论时间，不论客户，不论服务小时数，上述费率一律适用。休息不足8 小时后作业的工时要计算，工时计算截止于下次休息之前。

The above Rates are applied regardless of the number of hours worked for any Client on any particular day. Rates for hours subsequent to a break of less than 8 hours are calculated, as continuous to hours prior to break.

3. 所有项目相关人员，包括会计、行政、支持、后勤和管理人员，不论是在作业现场、防污染单位办公场所，还是在支持点，都一律按以上标准收取费用。不论全职、兼职还是第三方劳动用工，所有人员均按上述标准收费，除非以上人员由明确转包的服务合同提供。远程作业的劳工价格和应用通用工资的项目可要求收取附加费。

All project specific personnel, including accounting, administrative, personnel support, logistics and management, whether on site, at the SPRO's offices, or at support locations, are chargeable per the above rates. All personnel are charged according to the above rates, regardless of fulltime, part-time or third party labor source status, unless provided as part of a specified subcontracted service. Labor rates for remote sites and prevailing-wage projects may require a surcharge.

4. 收费时间从设备和人员调配开始计算，在服务完成（包括将设备和人员运回操作中心及任何必要的撤离行动）之时终止。人员时间以所有人员每半小时为基准累积收费。派遣人员时，“门到门”的所有小时数都要收费，人员派遣所在地包括但不限于防污染单位办公场所、人员家庭住所、酒店或其他适用的工作场所。待命服务客户的人员按每24 小时为时间周期收取8 小时费用。

Time charges begin with equipment and personnel mobilization activities. Time charges terminate at the conclusion of the services, which includes transportation of equipment and personnel back to operations centers and any necessary demobilization activities. Personnel time is charged in half-hour increments for all personnel. All hourly rates will be charged Portal-

to-Portal from the location of personnel when dispatched; including but not limited to the SPRO's office. Personnel home, hotel or other jobsite as applicable. Personnel on standby for Customer will be charged at 8 hours per 24-hour period.

5. 所有应急响应人员，不论在现场、支持点还是往返于现场或支持点的人员，其交通及相应成本，都以成本加20%成本收费。

Transportation and any incidental costs for all emergency response personnel, both on site, at support locations and traveling to and from the site or support locations, are charged at cost plus 20%.

6. 大都市区域，餐费每人每天收16 美元；住宿费按双人间标准每人每天收100 美元；远距离地区及费用较高地区的费率待定。

Per Diem charges for food in metropolitan areas are \$16.00 per person per day. Typical per diem rate for lodging, based on double occupancy, are \$100.00 per person per day. Rates for premium areas and remote sites to be determined.

设备条款：

Equipment Terms:

1. 防污染单位不单独出租设备。所有设备均仅由防污染单位人员控制、操作。防污染单位派往现场的所有设备均处于可操作状态。额外向客户收费的组件，包括但不限于多节软管、防爆装置、专用工具或配件、减震设备及催化转化器等。

The SPRO does not rent equipment in a bare condition. All equipment shall be operated and controlled by The SPRO personnel only. All equipment sent to site by The SPRO shall be in a basic operating condition. Additional components charged to customer include, but are not limited to, multiple hose lengths, blast shields, special tools or fittings, specialty connections; noise abatement, catalytic converters etc.

2. 除非另有说明，设备价格不包括燃油费、操作人或动员费用。非以里程计算的设备（包括车辆及非车辆设备和船舶）操作所消耗的燃油费，将按成本加20%成本收费。

Equipment prices do not include fuel, operator or mobilization unless otherwise stated. Fuel consumed in non-mileage related operation of equipment, including vehicle and non-vehicle equipment and vessels, will be charged at cost plus 20%.

3. 法规许可和环保费（HP 费、BTU 费等）将以设备及使用设备时间为基数预估，加两成收费。

Regulatory permits and environmental fees (HP Fees, BTU Fees; etc.) shall be assessed at cost plus 20% based upon the equipment and duration of such unit.

4. 工时以“门到门”的方式计算，除非另有规定，包括从防污染单位办公场所或操作中心的设备调遣开始发生的任何滞期时间，也包括现场作业的所有工时。

Time charges are calculated portal to portal, including any demurrage beginning with equipment mobilization activities from the SPRO's office or operations center unless otherwise specified, including all time at the site.

5. 工时收费一直持续至作业完工，包括将设备运回至防污染单位办公场所或操作中心并完成所

有必要撤离工作（包括处理、清洁、维修、更换并/或将修好的设备运回防污染单位）。
Time charges terminate at the conclusion of the operation, which includes transportation of equipment back to the SPRO's office or operations center and completion of any necessary demobilization activities, including disposal, cleaning, repair, replacement and/or delivery to the SPRO of restored equipment.

6. 日收费以24小时作业为基准

Day rates are based on 24 hours of operation.

7. 要求提供但未使用的设备，自设备调出直至运回基地，均要向客户收费。

Customers will be charged for unused requested equipment until released and returned to base.

8. 价格表上没有列明的设备将按成本（包括租赁、保险、运输、燃油等成本）加两成收费。

Equipment not specified on the Price List will be charged at cost (including rental, insurance, freight, fuel, etc.) plus 20%.

9. 除了支付租赁费外，因必要清洗或维修使所有设备恢复至服务（正常磨损除外）时同样的状态所发生的费用，客户同意按照费率表通过晟敏立速服付给防污染单位。

In addition to payment of rental charges, Customer agrees to pay the SPRO through SRSOC, in accordance with rates contained in this Price list, for any cleaning or repairs necessary to return all equipment to the same condition as at the commencement of service's (with the exception of normal wear and tear).

10. 清污处理过程中产生的任何废物所发生的所有交通费，均由客户支付。

Customer is responsible for the payment of all transportation and disposal charges for any waste generated during cleaning.

11. 仅防污染单位或其分包商才能利用其拥有的、租赁的或由防污染单位分包的所有设备，执行任何清污作业和无害化处理。

Only the SPRO or its subcontractors shall perform any cleaning and decontamination operations on all equipment owned, rented or subcontracted by the SPRO.

12. 如果防污染单位认定设备无法恢复到此前提供服务状态，那么客户应按成本加20%成本的标准支付所有费用，包括运费及因防污染单位更换设备所发生的其他费用。

If the SPRO determines that equipment cannot be returned to the condition it was in at the commencement of the services, Customer shall pay for all costs at cost plus 20%, including freight and other expenses incurred by the SPRO to replace this equipment.

13. 所有围油栏，不论新旧，一旦严重损害无法修复，由防污染单位更换，新围油栏费用以成本加20%成本的标准向客户收取，包括运费和其他费用。

All boom, whether new or used, that is damaged beyond repair shall be replaced by the SPRO with new boom at Customer's expense at cost plus 20%, including freight and other expenses.

14. 比如履带式和绳式收油机，必须结合收油种类和数量定期更滑收油载体。收油载体按包括运费的成本加20%成本收费。

Skimmers such as belt and rope type must have the skimming medium changed periodically dependent on oil type and quantity. Charge for medium is cost including freight plus 20%.

材料和供应条款：

Materials and Supplies Terms:

1. 不论是否计入每日报告，所有材料、物资都要收费。

All materials and supplies utilized, whether listed in daily reports or not, are chargeable.

2. 未列入价格表中的任何材料、物资，包括消耗品和第三方服务发票，都按成本加20%成本收费。

Any materials or supplies not listed on Price List, including expendables and third-party invoices for services, charged at cost plus 20%.

3. 废物处理作业由业经审批的服务商进行。防污染单位将协助客户找到废物处理设施方案，并提供报价。然而，这并不构成转责，指定“处理设施”的责任全由客户承担。对任何废物（危险品、危害性或无危害性物品），防污染单位将不具有任何所有权。

Waste disposal are based on meeting approved providers. The SPRO will assist Customer in identifying disposal facility options and provide price quotes. However, this does not constitute a referral and it is the sole responsibility of the Customer to designate the ' disposal facility. The SPRO will not take title to any wastes: dangerous, hazardous or nonhazardous.

4. 个人防护设备（PPE）的更换次数取决于工作区域的实际情形。人员作业时，个人防护设备应定期定时更换，确保作业操作符合员工防护安全惯例。个人防护设备种类：

The number of change-outs of Personal Protective Equipment (PPE) are based on conditions occurring in the work area. PPE shall be changed at a frequency that conforms to safety practices to prevent exposure to employees during the work activity. PPE categories:

a. D 级：防护服/工作服、钢头靴、安全眼镜、防护手套、安全帽及安全背心等

Level D: Coveralls/Uniform, Steel Toe Boots, Safety Glasses, Work Gloves, Hard Hat and Safety Vest as applicable

b. C 级：D 级加强版，一次性Tyvek 防护服，全脸或半脸呼吸器（不包括保护套）

Level C: Level D plus, Disposable Tyvek, Full Face or Half Face Respirator (excluding cartridges)

B 级：C 级加强版，提供空气和应急空气瓶或自给式空气呼吸器（SBCA，提供的空气设备包括面罩、30 米的空气供应管、空气、空气瓶阀门和应急空气瓶或自给式空气呼吸器）

Level B: Level C plus supplied air and egress air bottle or SBCA (Supplied air equipment includes mask;30m air supply hose, supplied air, bottle manifold and egress bottle or SBCA)

C. A 级：根据具体项目请求和要求报价。

c. Level A: Quoted per specific project requests and requirements

5. 如果市场情形变化导致柴油或汽油价格上浮，所有材料和物资价格需加收附加费。

All materials and supplies prices subject to surcharge based on increase of price for diesel or Petrol subject to market conditions .

6. 基于汽油的产品价格会随时根据上升的制造成本而调整。

Petroleum based products prices subject to change at any time based on increased manufacturing costs.

7. 防污染单位保留在不影响性能的条件下替换同等质量和构造的产品。

The SPRO reserves the right to substitute products of equal quality and construction without affecting the performance.

8. 防污染单位提供的产品品牌仅做为参考，在必要的条件下保留用类似和相同的产品替换的权利。

The SPRO applies the Brand Name of a product as a reference only, and reserves the right to substitute the product for similar and or equivalent products as it deems necessary.

9. 防污染单位使用的设备所需的或客户指定的除污产品，包括但不限于降脂液、清洁剂、剥离液、调节剂、切料机等，都由设备和客户承担风险。

The SPRO's use of facility-directed or customer-directed decontamination products, including but not limited to degreasing agents, cleaners, strippers, conditioners,- cutter stock, etc. ; shall be done at the facility's or customer's risk.

10. 在防污染单位本地办公场所区域提供服务期间，如每升柴油价格超过8 元，超出部分每上升3元，基准里程数收费要额外收取1 元的燃油附加费。

A fuel surcharge of an additional 1 RMB will be added to the base mileage charges for every 3RMB increase above 8RMB per liter of diesel in the local the SPRO's office area at the time of service.

附录四：补充协议
Appendix IV Supplementary Agreement

第一条 船舶到港、离港电子通知单 (ENOAD)

1	船舶名称	
2	船东/管理公司	
3	船舶类型/总吨	
4	日期时间	当前报告时间
5	上一港	
6	航次号	
7	目的地	城市/港口
8	预计到达	日期/时间
9	预计离港	日期/时间
10	下一港口	城市/港口
11	船长	
12	呼号	
13	IMO No	
14	Inm B TEL	
15	Fax	
16	Satcom C	
17	Mobile No	
18	Email	

船舶代理

公司名称	
地址	
直线	
传真	
值班电话	
联系人 1	
联系人 2	
EMAIL ADDRESS	

船舶依据合约需在进入中国水域 72 小时前发到港离港通知，通知发往 ENOAD@SRSOC.com；或者发传真到+862150183124. 如因特殊原因船长未能发到港通知，只要我们收到港口管理单位的船舶到港信息，我们将直接对签约船舶提供服务以确保安全航行。

Electronic Notice of Arrival and Departure Report

Clause1– (ENOAD)

1	VESSEL	Vessel Name
2	SHIP TYPE/GT	
3	Owner / Manager	Vessel Owner / Manager / Operator
4	DATE/TIME	Current date and time of report UTC
5	LAST PORT	
6	Voyage #	Ship's Voyage Number
7	DESTINATION	City / Terminal
8	ETA	Date / Time
9	ETD	Date / Time
10	Next port	
11	Name of Capt.	
12	Call sign	
13	IMO No	
14	Inm B TEL	
15	Fax	
16	Satcom C	
17	Mobile No	
18	Email	

SHIP AGENT DETAILS

COMPANY NAME	
ADDRESS	
DIRECT PHONE	
FAX NUMBER	
DUTY PHONE	
CONTACT PERSON 1	
CONTACT PERSON 2	
EMAIL ADDRESS	

This report is to be completed 72 hours before arrival in the operating waters of the People's Republic of China as outlined in Appendix IV. For tank vessels, a copy of the Cargo Stowage Plan is to be attached. ENOAD is to be sent via Email to Enoad@srsoc.com . If the Master fails to give ENOAD due to some reason, Party B will directly serve the agreed ship to ensure smooth voyage whenever Party B receives the port call information from the Port Authorities.

第二条. 回复协议船舶到达和驶离通知

Clause 2 Return of arrival and departure Notification

收到协议船舶到达和驶离电子通知后, 乙方同意通过邮件或者传真确认甲方收到的信息。

Upon receipt of ENOAD ,party B agrees to confirm the receipt of information to party A via Email or Fax .

第三条费用

Clause 3. FEES

1. 甲方每年为公司船舶支付 1000.00 美金管理费用, 包括船舶到达服务区域的协调管理费用 (在附件二注明)

Party A will pay an annual administration fee of U SD \$1000.00 per Company fleet. The fee covers administration fees associated with the coordination of vessel arrivals at the service areas as outlined in Appendix II.

2 甲方为每只船舶 (附件一) 进入服务区前,根据附件四支付当前费用, 该费由当地海事局/清污单位制定。

Party A will pay SPRO fee per vessel listed in Appendix I prior to each and every entry into the service areas as outlined in Appendix III, Clause 4. Please refer to list attached Appendix IV for the current fee as directed by local MSA / SPROs.

3. 应急支援, 客户的其他任何需求或海事局所要求的服务将会产生其他额外费用。

Additional charges will apply for Operational / Response support required for any client-requested or MSA-required service and this will be communicated to party A.

第四条支付方式

Clause 4. Mode of payment

所有费用应该通过电汇方式支付

上海立速服海事顾问有限公司

美金帐号: 001-826445-055

人民币账号: 088-350392-011

汇丰银行 (中国) 有限公司

上海浦东世纪大道 8 号金融中心汇丰大楼 LG1

国际电传银行代码:HSBCCNSH

All fees shall be made payable via wire transfer to:

Shanghai Resolve Maritime Consultants Co., Ltd

USD Account: 001-826445-055

CNY Account:088-350392-011

HSBC Bank (China) Company Limited

LG1, HSBC Building, Shanghaiifc,8 Century Avenue, Pudong, Shanghai,

SWIFT: HSBCCNSH

附件五船舶污染应急防备服务确认单

Appendix V **Service Receipt of Ship Pollution Response**

船舶污染应急防备服务确认单

The Confirmation Form of Ship Pollution Response Service in Port

委托方 (Applicant) 船名: (Ship's name): 国籍: (Nationality) 船舶种类: (Ship's type) 船舶吨位: (Gross Tonnage) 航次号: (Voyage No.)	被委托方 (Assignee) 名称: (Company Name) 资质等级: (Qualification Level) 服务区域: (Service Area): 应急防备级别: (Standby Service Level): 船舶污染清除协议编号: (Agreement No.)
<p style="text-align: center;">确认 (Confirmation)</p> <p>兹有委托方轮于年月日至年月日在码头/浮筒/锚地水域靠泊/作业, 期间由被委托方提供船舶污染应急防备服务。在此郑重声明, 双方严格履行《船舶污染清除协议》的约定, 并督促对方与我方共同遵守有关的法律, 法规和规章, 并愿意承担任何违规引起的法律责任。</p>	
<p>We hereby declare that the applicant, M/V , berthed and carried out operation at wharf/buoy/anchorage in Port from (date) to (date) and the assignee has provided the emergency preparation service for ship pollution. We state seriously that we have the obligation to perform the Agreement for Ship Pollution Response, as well as to urge both applicant and consignee to comply with the relevant laws and regulations, and we are ready to undertake any legal liability arising here from.</p>	
委托方签章 (船章): Stamp of applicant (Ship Stamp): 船长签字: Signature of Captain: 日期: Date:	受托方签章: Signature & stamp of assignee: 经办人: Person in charge: 日期: Date:

- 1 本确认单应附船舶污染清除单位的应急待命信息。
The declaration form shall be appended with the information on relevant emergency standby provided by the ship pollution response organization.
- 2 如果船长现金支付本航次的防污染协议费用, 则在签章处注明已经支付现金。
If voyage cost has been paid by ship master who shall remark that cash payment had been arranged when signing the service receipt.