

中国 事[2019]

China MSA [2019]Version

协 号:

Agreement No.:

中华人 共和国 事局制

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

Party A:

Domicile:

Legal representative:

Contact person:

Correspondence address:

(24)

Telephone: (24 hour emergency number):

/Fax:

/ E-mail:

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

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

Domicile:Maoming Petrochemical port branch, Dianhai district, Maoming City,
Guangdong Province

Legal representative: Li shengli

Contact person: huanghao

Correspondence

Report

1. Party A shall be bound by Party B's instructions in accordance with paragraph 6 of Article 2 of this Agreement.

2. Party A shall, within 4 hours of receiving instructions from Party B, prepare and submit an emergency response plan and a list of personnel to be dispatched to the site. Party A shall also provide a list of personnel to be dispatched to the site, in accordance with the 4-hour requirement, and submit it to Party B in writing. After receiving Party B's instructions, Party A may change the personnel to be dispatched to the site.

2. Party A shall, within 4 hours of receiving instructions from Party B, prepare and submit an emergency response plan and a list of personnel to be dispatched to the site.

response.

2、乙4应当书 已 到 4 一 一 定 供 协
基 信息和动态信息，并 双4 定 、 4 式和 内容将乙4 应急
待命 关信息告 4 。

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

3、乙4应当 定 人，并 保 人在 协 开展应急 备和
应急处 中保 和 。乙4 供 应当为应急
，并保 值守 态。乙4 变 人或 4 式 ，应当及 书
4 ，在得到对4 后，4 可变 。

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4应当在 到协 入 务区域 后，做好应急值守
准备，备妥应急 、 备和器 。 到 4 协 务区域
后，乙4可取 待命。协 从事 或 体 作业 ，
乙4应当 关 定为协 布 围 ，或 取其它 当 代
。

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

5. 乙4应当与 4 当 和 当 协 ，开展 合
应急 。

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4 应当在 协 议 中，将其制定 作业4 中 向 4 供。

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

7. 协 议 发 生 事 故 后，乙4 应当在 4 下开展 制和 动。乙4 应当在 动 后， 合 4 开展 动 估。

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

三

1、 4 应 双4 定 准 录二 (1) 和 付4 式向乙 4 付 协 议， 于应急 备 合 出。

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

2、协 议 发 生 事 故 后，乙4 协 议 开展 制和 动， 4 应当 录二 (2) 向乙4 付实 发 合 制和 。

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 制和乙4 动 利 益，如 制和 动 5 个工作 以上，乙4 可以 4 就乙4 已 实 动， 2 个工作 付一 合 临 时。 4 利对乙4 任 何临 出合 争 议。双4 争 任何临 均应在乙4 向 4 开具发 后 15 个工作 内 乙4 定 户，且 临 应从 双4 后 制和 中扣 除。任何具 合 争 均应 下 4 中关于 制和 动 到 定 处 。

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

4. 在 制和 动 后, 乙4 应向 4 交已产 单
和 些 件, 些 件应 出 以及 付 具体人
员 凭 。 4 应于 30 个工作 内向乙4 付双4 争 分
; 对双4 存在争 , 应乙4 , 4 将 供 当 保, 保形
式可以为 、保 公司或互保协会 保函。任何产 争 应 双4
在 7 中所 定 序 决。

5、如 乙 4 在完成 制和 动后 2 个 内 到
，则 三个 乙 4 到所 付 为 ， 4 应向乙 4
付年利 不 5% 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

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.

五、变 和

1、协 为：

【×】固定 为___年，从 年 到 年 ；

【√】协 _____个 （ 一 另 定）。

协 双4 字 后 。

1. The validity of this Agreement is:

[×] Fixed term of ___year, from 1st Jan ___to st___.

[√] ___voyages of the agreed ships (the time of each voyage shall be determined by separate agreement).

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

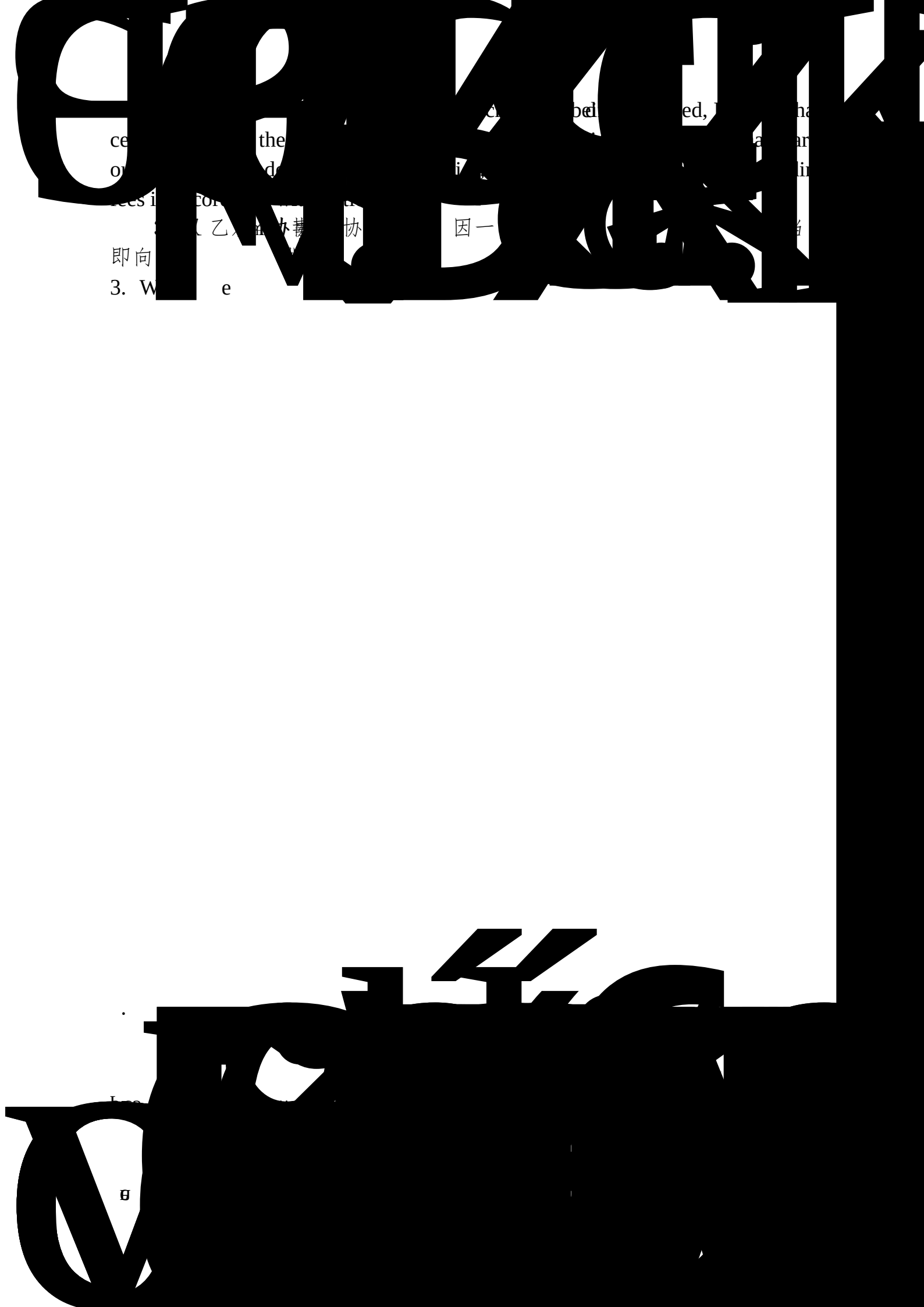
2、发 合同 。 乙双4 如 变 或 协 ， 4 或 乙4 应当 定4 式 前30天 对4 ， 双4 协商一 后以书 形式 。但 ，协 入乙4 务区域后，任何一4 不得变 或 协 。

应急 动 ：即使 合同其他 定，在与 事局协商后， 合同 任何一4 在 合同 另一4 后 务。乙4 在 到 应停 供 务或任何与之 关 动，并 必 动， 4 则应 3.4 之 定 付所 付 。

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



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、 4 或 乙 4 因执 事 应急 或 事
令或 履 或 完全履 协 定 义务 , 可免 其承
任, 但 , 对于乙 4 协 已 履 制和 动
分, 4 应当 三 定 付 制和 。

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.

七 律及

1、 协 及其 下争 中华人 共和国 律。

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

2、双 4 对 协 及其 下 争 , 双 4 协商 决; 协商不成 ,
下 4 式 决:

【×】 事 ;

【×】 交中国 事仲 委员会, 仲 会 仲
则在 (地) 仲 ;

【√】依 向中华人 共和国 。

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

[×] Submit such dispute to MSA for mediation;

[×] Submit such dispute to the China Maritime Arbitration Commission for arbitrating at(location) in accordance with the arbitration rules effective at the time of arbitration;

[√] Bring an action before a court in the People's Republic of China that has jurisdiction.

八 协 尽事 ， 双4 定后 充协 （ 录三）。

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

九 协 份 。

协 一 式 叁 份，具 同 律 力， 4 壹 份，
乙4 壹 份， 壹 份 乙4 及 交当地 口 事 以保
、作业或 不延 。

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

4 ():

Party A (seal):

定代 人/委托代 人(名):

Legal representative/Entrusted representative (signature) :

年

Date:

乙4 ():

Party B (seal):

MAOMING SUNION SEA POLLUTION PREVENTION CO.,LTD

定代 人/委托代 人(名):

Legal representative/Entrusted representative (signature) :

年

Date:

录一：协 名单

Appendix I: List of the Agreed Ships

录二（1）： 协 准

Appendix II.1: Ship Pollution Response Agreement Fee

录二（2）：

Appendix II.2: Ship Pollution Response Expense Tariff

付4 式

Mode of Payment

附录一： 名单
Appendix I:

协 名单
List of the Agreed Ships

名	IMO 号/ 呼号	型	总吨位	其他 事
Ship name	IMO number	Ship type	Grosstonnage	Other

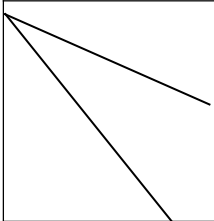
附 1

附 1

1

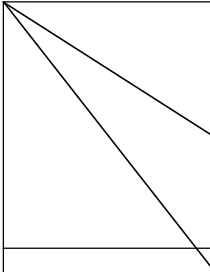
录二（1）：
Appendix II.1

名 域 协 准
Ship Pollution Response Agreement of MAOMING Fee

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

1
2
3

Ship Pollution Response Agreement of MAOMING Fee

录二（2）：

Appendix II.2: Ship Pollution Response Expense Tariff

付4 式

1

4

4 当地 代

4 三4 代 人

乙4 开具 付 件于 十 之前向乙4 定 户 付上
份 协 。

(1) ☐ Cash

Party A

☐ The local ship agent of Party A

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

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

付 和 帐户

Time of payment & Account information

(1) 乙4 将出 关 务 录和付 件, 4 (1) 定付

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

(2) 乙4 定 帐户为:

户名: 名众和 上 工 公司

开户 : 中国建 名

号: 44001690403059118168

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

Account Name MAOMING SUNION SEA POLLUTION PREVENTION CO.,LTD

Bank Name China Construction Bank MAOMING Petroleum branch

Account No. : 44001690403059118168