

## Regulations of the People's Republic of China on the prevention and control of marine pollution from ships

### **Background**

We refer Members to previous circulars<sup>1</sup> on the Regulations of the People's Republic of China (PRC) on the Prevention and Control of Marine Pollution from Ships ("the Regulations"), and the postponement of the requirement that owners/operators of (a) any ship carrying polluting and hazardous cargoes in bulk or (b) any other ship above 10,000 gt enter into a pollution clean up contract with a Maritime Safety Agency (MSA) approved pollution response company before the ship enters a PRC port.

Members were previously informed, pursuant to advice received from the MSA, that the MSA would publish lists of all approved contractors by the end of November. The International Group (IG) has maintained contact with the MSA and visited Beijing in November to meet with the MSA, various 'ship pollution response organisations' (SPROs), shipowners and other interested parties. Although the IG has continued to draw the MSA's attention to the difficulty which Members will face in complying with the Regulations if the enforcement date of 1 January 2012 is not put back, the IG's understanding remains that the requirement to contract with an approved SPRO will still be enforced in all Chinese ports from 1 January 2012 and there will be a very short period of time for owners/operators to contract with an approved spill responder. Although a full list of approved SPROs has still not been issued, a partial list of Level I SPROs has been published and is contained in Annex I to this circular. The IG understands that further lists of approved SPROs are likely to be issued very soon although the full lists of SPROs may not be issued until much closer to the end of this year.

In order to ensure that Members can negotiate and sign the necessary contracts as soon as the list of SPROs is issued, a recommended spill response contract and authorisation letter for agents to negotiate and sign the contract on behalf of overseas operators are contained in Annexes II and III of this Circular.

The lists of approved SPROs will appear on the China MSA website once they have been published by the MSA - [www.msa.gov.cn](http://www.msa.gov.cn) - and the following dedicated MSA spill response website:

[http://www.osp.cn/new/Index\\_news\\_disp.asp?nid=1095&Title=国内动态](http://www.osp.cn/new/Index_news_disp.asp?nid=1095&Title=国内动态)

The partial list of approved SPROs contained in Annex I has not yet been published by the MSA on these websites in English, but it is likely to be published in English soon.

### **Negotiation and signature of the Contract**

Members have previously been advised that the term "operator" for the purposes of concluding and signing the contract with a SPRO is defined by the MSA as the owner, manager or actual operator of a ship. In respect of those operators not domiciled in China, the ship's agent in port, local law firm or another legal entity located in mainland China (not Hong Kong, China or Macau, China) may negotiate and sign the contract on behalf of the operator if authorised by the operator to do so. The Master may also sign the contract, which may be necessary in certain circumstances, for example where speed is necessary, although an authorisation would still be necessary for the Master to sign on behalf of the operator.

The IG is also aware of maritime agency firms domiciled in China that are offering services to act as agents for overseas operators to negotiate and sign spill response contracts on their behalf. Further details of these agencies and the services that they are offering to provide shipowners can be obtained from the Club.

Members domiciled in mainland China or with a local office in China must negotiate and sign the contracts direct with the SPROs. The IG understands that the spill response contract requirements apply only to ships calling at ports on the Chinese coastline and do not apply to ships calling solely at inland waterway ports in mainland China<sup>ii</sup>.

Members without a presence in China wishing to use an agent, are recommended to use the authorisation letter contained in Annex III to this circular (with identifier 'IG LoA dated 6 December 2011') to appoint agents in China to negotiate and sign the contracts on their behalf. A copy of the signed letter will be submitted to the MSA by the agent.

A copy of the signed contract will be submitted to the MSA by the SPRO and a copy is to be kept on board the ship at all times.

Approved SPROs are categorised by the MSA in accordance with their qualifications and response capabilities and will be assigned level 1, 2, 3 or 4 status, level 1 being the highest. Members have previously been advised that operators will need to contract with an approved SPRO in accordance with the size and type of ship as contained in Annex IV.

Every ship calling at a Chinese port from 1 January 2012 that falls within the size and type of ships listed in Annex IV will need to contract with a relevant level 1, 2, 3 or 4 SPRO for each call at port as appropriate. This will clearly be a sizable task for operators of ships calling regularly at Chinese ports or for operators with large fleets calling at Chinese ports during the course of the year, although this burden should be eased through the use of agents where acting on behalf of operators to negotiate and sign the contracts. It will also be possible to contract with a SPRO on an annual basis or to contract under the umbrella of one SPRO that has been approved in different ports (even though separate contracts would still be needed with the SPRO in each port).

### ***Recommended Contract***

The MSA issued a model contract on 20 May 2011 which operators must enter into with an MSA approved SPRO. The model contract may however be amended with revised or supplemental clauses for inclusion. The model contract issued by the MSA has been reviewed by the IG. The IG has drafted supplemental clauses for inclusion in this contract. These clauses relate to termination of work and insurance to be maintained by the operator and the SPRO. A copy of the IG's recommended contract with the proposed supplemental clauses (with identifier 'IG Sample Agreement dated 6 December 2011') is contained in Annex II.

Members have previously been advised of the terms of contracts which are required in other jurisdictions and those contracts that conform with the IG Guidelines on vessel response plans. The recommended contract contained in Annex II conforms with the IG Guidelines. Any Member requested to agree to a variation of the attached recommended contract is advised to check with the Club to ensure that such variations do not cause the contract to fall outside the scope of the IG Guidelines.

### **Charging Structures**

The IG understands that different SPROs have established different fee structures; with different SPROs proposing to charge operators different levels of retainer fee (which do not fall within the scope of Club cover) for stand by purposes when the contracted ship enters the SPRO's service area, with response tariffs in the event of an incident while the ship is within the service area, and with options available on a per voyage or an annual basis.

A set of guidance retainer fees has already been issued by the China Association of Communication Enterprise Management (CACEM), which is an association of a number of SPROs in the various Chinese ports. Following analysis of these fees, the IG informed CACEM that their guidance retainer fees are wholly unrealistic and are significantly in excess of what could be considered as reasonable, particularly compared with retainer fees charged by spill responders in other jurisdictions.

Retainer fees and response tariffs should be charged on a reasonable basis. Members should ensure that response tariffs are incorporated into the contracts, and should contact their Club in the event that they have a concern regarding their reasonableness.

The IG understands that other SPROs are also seeking to establish associations or alliances to offer spill response services to cover the major Chinese ports.

If Members are in any doubt about the contract then it is recommended that they contact their Club before contracting with any SPRO.

All Clubs in the International Group of P&I Clubs have issued similar circulars.

Any questions with regard to the above may be addressed to Catherine Wong in Gard (HK) Ltd (Tel +852 2901 8688) or Sara Burgess in Gard (UK) Limited (Tel +44(0) 7444 7200).

All Clubs in the International Group of P&I Clubs have issued similar circulars.

Yours faithfully,

**GARD AS**



Claes Isacson  
Chief Executive Officer

<sup>i</sup> Member Circular Nos: 07/09; 10/09; 02/10; 04/10; 09/10; 21/10; 04/11; 06/11; 10/11

<sup>ii</sup> Although the IG understands that Nantong Port on the Yangtze River is subject to the spill response contract requirements

Approval level One OSROs List (listed in a random order) By the date on Jan 4th, 2012

辖区 Area	单位名称 Name	英文名称 English Name	法定代表人 Legal Representative	联系人及电话 Contact Number	单位地址 Address	能力等级 Qualification Level	服务区域 Service Area	批准文号 Approval No.	证书编号 Certificate No.	生效日期 Effective Date	有效期 Validity Period
辽宁 Liaoning	大连中远石化海洋环保科技有限公司	Dalian Zhongyuan Petroleum Marine Environment Protection Technology Co., Ltd.	彭卫东 Weidong Peng	彭卫东 Weidong Peng 13842611588	大连经济技术开发区樱花小区24栋-1-5-1号 24#-1-5-1 Sakura House Dalian Economic and Technological Development Zone	一级 level One	大连港及其近海水域 Dalian Port and near shore waters	海船舶【2011】759号 HCB【2011】No.759	01-1001	2011年11月23日 Nov. 23, 2011	3年 3 Years
	大连汇通水域工程有限公司	Dalian Huitong Waterarea Engineering Co., Ltd.	吴勇毅 Yongyi Wu	吴勇毅 Yongyi Wu 13998624422	大连市甘井子区华南路9-3-202号 No.9-3-202 Huanan Road Ganjingzi District, Dalian	一级 level One	大连港及其近海水域 Dalian Port and near shore waters	海船舶【2011】760号 HCB【2011】No.760	01-1002	2011年11月23日 Nov. 23, 2011	3年 3 Years
	大连千和船务有限公司	Dalian Qianhe Shipping Co.,Ltd	朱喜成 Xicheng Zhu	杨守君 Shoujun Yang 18604283456	大连市中山区人民路23号虹源大厦 2705房间 Room 2705, Hongyuan Building, Renmin Road, Zhongshan District, Dalian	一级 level One	大连港及其近海水域 Dalian Port and near shore waters	海船舶【2011】761号 HCB【2011】No.761	01-1003	2011年11月23日 Nov. 23, 2011	3年 3 Years
	营口港清洗船有限公司	China Yingkou Port Tanker Cleaning Co., Ltd.	王友昌 Youchang Wang	曲振江 Zhenjiang Qu 13940765818	辽宁省营口市鲅鱼圈区辽东湾大街北段 North of Liaodongwan Street, Bayuquan District, Yingkou City, Liaoning	二级 level Two	距岸20海里以内的营口海事局辖区水域 waters of up to 20miles off the shore within the jurisdiction of Yingkou MSA	辽海危防【2011】398号 LHWF【2011】No.398	01-2001	2011年12月8日 Dec. 8, 2011	3年 3 Years
	丹东港集团有限公司	Port of Dandong Group	王文良 Wenliang Wang	姜坤 Kun Jiang 13304158855	辽宁省丹东市临港产业园区大东港区 Dadonggang Zone, Near Port Industry Park, Dandong City	二级 level Two	距岸20海里以内的丹东港辖区水域及丹东海事局辖区其他水域 Dandong waters of up to 20miles off the shore and other water within the jurisdiction of Dandong MSA	辽海危防【2011】398号 LHWF【2011】No.398	01-2002	2011年12月8日 Dec. 8, 2011	3年 3 Years
	葫芦岛港星海船舶燃料供应有限公司	H.L.D Xinghai Marine Bunker Supply Co., Ltd		项国宝 Guobao Xiang 13898918036	葫芦岛市龙港区黄河路1号 No.1 Huanghe Road, Longgang Distr, Huludao	二级 level Two	距岸20海里以内的葫芦岛海事局辖区水域 waters of up to 20miles off the shore within the jurisdiction of Huludao MSA	辽海危防【2011】440号 LHWF【2011】No.440	01-2004	2011年12月28日 Dec. 28, 2011	3年 3 Years
	大连金海利万家船舶服务有限公司	Dalian Jinhaili Wanjia Shipping Service Co., Ltd		范庆奎 Qingkui Fan 15942603498	大连市金州区站前街道盛滨花园D区42号1单元14层12号 Room 12, Floor 14, Tower 1, No.42 D Zone, Shengbin Park, Zhanqian Street, Jinzhou Distr	三级 level Three	大连港区水域 waters within Dalian Port	辽海危防【2011】440号 LHWF【2011】No.440	01-3001	2011年12月28日 Dec. 28, 2011	3年 3 Years
	大连春和船舶修理厂	Dalian Chunhe Ship Repairing Yard		王瑞永 Ruiyong Wang 13709867808	大连市中山区鲁迅路157号 No.157 Luxun Road, Zhongshan Distr, Dalian	四级 level Four	大窑湾、新港、大连湾和大港作业区 Dayao gulf, Xin Port, Dalian gulf and Dagang area	辽海危防【2011】452号 LHWF【2011】No.452	01-4001	2011年12月31日 Dec. 31, 2011	3年 3 Years
	锦州顺达船舶燃料供应有限公司	Jinzhou Shunda Marine Bunker Supply Co., Ltd		白凯 Kai Bai 13904069122	锦州经济技术开发区海浪花小区3号楼13号 Room 13, Building 3, Hailanghua Park, Jinzhou Economic and Technology Development Zone	二级 level Two	距岸20海里以内的锦州海事局辖区水域 waters of up to 20miles off the shore within the jurisdiction of Jinzhou MSA	辽海危防【2011】452号 LHWF【2011】No.452	01-2005	2011年12月31日 Dec. 31, 2011	3年 3 Years
锦州裕云天海洋环境保护有限责任公司	Jinzhou Luyuntian Marine Environmental Protection Co., Ltd		荆长生 Changsheng Jing 13941693607	锦州经济技术开发区海浪花小区甲1号 No.1 Jia, Hailanghua Park, Jinzhou Economic and Technology Development Zone	二级 level Two	距岸20海里以内的锦州海事局辖区水域 waters of up to 20miles off the shore within the jurisdiction of Jinzhou MSA	辽海危防【2011】452号 LHWF【2011】No.452	01-2006	2011年12月31日 Dec. 31, 2011	3年 3 Years	
大连海乐船舶有限公司	Dalian Haile Shipping Co., Ltd	杨君国 Junguo Yang	张成 Cheng Zhang 13998600960	辽宁省大连市中山区港湾街1号 No.1 Gangwan Street, Zhongshan District, Dalian	二级 level Two	距岸20海里以内的大连海事局辖区水域 waters of up to 20miles off the shore within the jurisdiction of Dalian MSA	辽海危防【2011】398号 LHWF【2011】No.398	01-2003	2011年12月8日 Dec. 8, 2011	3年 3 Years	
天津 Tianjin	天津市环渤海船舶服务有限公司	Tianjin Huanbohai Sea Service Co., Ltd.	刘巨春 Juchun Liu	15922034961	天津市津南区小站镇黄台工业园区广业路2号 No.2 Guanye Road, Huangtai Industry Park, Xiaozhan Town, Linnan Distr, Tianjin	一级 level One	天津港及其近海水域 Tianjin Port and near shore waters	海船舶【2011】756号 HCB【2011】No.756	02-1001	2011年11月23日 Nov. 23, 2011	3年 3 Years
	天津盛源海洋环保工程有限公司	Tianjin Shenghao Marine Environment Protection Engineering Co., Ltd.	门洪胜 Hongsheng Men	13702016498	天津市滨海新区塘沽华云园 23-5-402 No.23-5-402 Tanggu Huayun Zone, Binhai New Distr, Tianjin	一级 level One	天津港及其近海水域 Tianjin Port and near shore waters	海船舶【2011】757号 HCB【2011】No.757	02-1002	2011年11月23日 Nov. 23, 2011	3年 3 Years
	天津千和船务有限公司	Tianjin Qianhe Shipping Co.,Ltd	朱立尉 Liwei Zhu	15900323698	天津市滨海新区塘沽新港路 1-198 No.1-198 Tanggu Xingang Road, Binhai New Distr, Tianjin	一级 level One	天津港及其近海水域 Tianjin Port and near shore waters	海船舶【2011】758号 HCB【2011】No.758	02-1003	2011年11月23日 Nov. 23, 2011	3年 3 Years

河北 Hebei	秦皇岛顺通船务有限公司	Qinhuangdao Shuntong Shipping Co., Ltd	何丽娜 Lina He		秦皇岛市山海关经济技术开发区船厂路38-4-11号 No. 28-4-11, Yard Road, Shanhaiquan Economic and Technological Development Zone, Qinhuangdao	一级 level One	秦皇岛港及其近海水域 Qinhuangdao Port and near shore waters	海船舶【2011】831号 HCB【2011】No. 831	03-1001	2011年12月6日 Dec. 6, 2011	3年 3 Years
	秦皇岛市碧建贸易有限公司	Qinhuangdao Bijian Trade Co., Ltd	董碧建 Bijian Dong		秦皇岛市海港区东港镇黄南村 Huangnan Village, Donggang Town, Haigang District, Qinhuangdao	一级 level One	秦皇岛港及其近海水域 Qinhuangdao Port and near shore waters	海船舶【2011】832号 HCB【2011】No. 832	03-1002	2011年12月6日 Dec. 6, 2011	3年 3 Years
	秦皇岛市东光船务有限公司	Qinhuangdao Dongguang Shipping Co., Ltd	张秀英 Xiuying Zhang		秦皇岛市海港区红旗路233号 No. 233, Hongqi Road, Haigang District, Qinhuangdao	一级 level One	秦皇岛港及其近海水域 Qinhuangdao Port and near shore waters	海船舶【2011】833号 HCB【2011】No. 833	03-1003	2011年12月6日 Dec. 6, 2011	3年 3 Years
	秦皇岛洁海污染物清除有限公司	Qinhuangdao Jihai Pollutant Cleanup Co. Ltd	于书通 Shutong Yu		秦皇岛市海港区燕港路33号407号 No. 33-407, Yangang Road, Haigang District, Qinhuangdao	一级 level One	秦皇岛港及其近海水域 Qinhuangdao Port and near shore waters	海船舶【2011】834号 HCB【2011】No. 834	03-1004	2011年12月6日 Dec. 6, 2011	3年 3 Years
	河北海纳船舶污染物清除有限公司	Hebei Haina Marine Emergency Co., Ltd.	于洪正 Hongzheng Yu		沧州渤海新区鑫源建材市场5号交易楼1号门市 Room 1, No. 5 Building, Xinyuan Building Material Market, Bohai New Zone, Cangzhou	一级 level One	黄骅港及其近海水域 Huanghua Port and near shore waters	海船舶【2011】835号 HCB【2011】No. 835	03-1005	2011年12月6日 Dec. 6, 2011	3年 3 Years
	黄骅鑫昊船务有限公司	Huanghua Xinhao Shipping Co., Ltd	柏建新 Jianxin Bai		黄骅市南排河镇歧口村 Qikou Village, Nanpaihe Town, Huanghua	一级 level One	黄骅港及其近海水域 Huanghua Port and near shore waters	海船舶【2011】836号 HCB【2011】No. 836	03-1006	2011年12月6日 Dec. 6, 2011	3年 3 Years
	河北海畅船舶污染物应急清除有限公司	HEBEI HAICHANG SHIP POLLUTANT EMERGENCY CLEARED CO., LTD	张俊生 Junsheng Zhang		曹妃甸工业区 Caofeidian Industry Zone	一级 level One	唐山港曹妃甸港区及其近海水域 Caofeidian Area within Tangshan Port and near shore waters	海船舶【2011】837号 HCB【2011】No. 837	03-1007	2011年12月6日 Dec. 6, 2011	3年 3 Years
	河北海源船舶污染物清除应急有限公司	Hebei Haiyuan Marine Emergency Co., Ltd.	张士骏 Shijun Zhang		曹妃甸工业区兴瀚钢铁公司大楼 Xinghan Iron Building, Caofeidian Industry Zone	一级 level One	唐山港曹妃甸港区及其近海水域 Caofeidian Area within Tangshan Port and near shore waters	海船舶【2011】838号 HCB【2011】No. 838	03-1008	2011年12月6日 Dec. 6, 2011	3年 3 Years
	唐山枫源海洋污染治理有限公司	Tangshan Fengyuan Marine Pollution Prevention Co., Ltd	潘印强 Yinqiang Pan		曹妃甸工业区 Caofeidian Industry Zone	一级 level One	唐山港曹妃甸港区及其近海水域 Caofeidian Area within Tangshan Port and near shore waters	海船舶【2011】839号 HCB【2011】No. 839	03-1009	2011年12月6日 Dec. 6, 2011	3年 3 Years
	河北海正船舶污染物应急处理有限公司	HEBEI HAIZHENG SHIP POLLUTANT EMERGENCY TREATMENT CO., LTD	李小飞 Xiaofei Li		曹妃甸工业区实业公司(18#) Industrial Company (18#), Caofeidian Industry Zone	一级 level One	唐山港京唐港区及其近海水域 Jingtang Area within Tangshan Port and near shore waters	海船舶【2011】840号 HCB【2011】No. 840	03-1010	2011年12月6日 Dec. 6, 2011	3年 3 Years
唐山海港海联船舶污染物清除应急有限公司	Tangshan Harbour Hailian Marine Emergency Co., Ltd	杨冠昌 Guanchang Yang		唐山海港开发区海城路东侧、港民街北侧惠泽小区122楼12号(原122楼6F) Room 12, Building 122, Huize Subdistrict, Tangshan Harbour Development Zone (initial Room 6, Building 122)	一级 level One	唐山港京唐港区及其近海水域 Jingtang Area within Tangshan Port and near shore waters	海船舶【2011】841号 HCB【2011】No. 841	03-1011	2011年12月6日 Dec. 6, 2011	3年 3 Years	
山东 Shandong	青岛滨海海洋防污染有限公司	Qingdao Binhai Ocean anti-pollution Co., Ltd	崔学锦 Xuejin Cui		青岛经济技术开发区长江东路327-9号 No. 327-9 Changjiang East Road, Qingdao Economic and Technological Development Zone	一级 level One	青岛港及其近海水域 Qingdao Port and near shore waters	海船舶【2011】748号 HCB【2011】No. 748	04-1001	2011年11月23日 Nov. 23, 2011	3年 3 Years
	青岛福凯船务有限公司	Qingdao Fukai Shipping Ltd.	刘凯 Kai Liu		青岛经济技术开发区多元批发商城二层64号网点 Room 64, Floor 2, Multiple Wholesale mall, Qingdao Economic and Technological Development Zone	一级 level One	青岛港及其近海水域 Qingdao Port and near shore waters	海船舶【2011】749号 HCB【2011】No. 749	04-1002	2011年11月23日 Nov. 23, 2011	3年 3 Years
	青岛斯兰德永清巨峰环境科技有限公司	Silande Yongqing Jufeng Environment Science and Technology Co. Ltd.	周宏根 Honggen Zhou		青岛经济技术开发区辛安街道办事处北泥社区居委会 1311室 Room 1311, Beini Community Residential Committee, Xin'an Subdistrict Office, Qingdao Economic and Technological Development Zone	一级 level One	青岛港及其近海水域 Qingdao Port and near shore waters	海船舶【2011】750号 HCB【2011】No. 750	04-1003	2011年11月23日 Nov. 23, 2011	3年 3 Years
	青岛祥和海洋环保有限公司	Qingdao Xianghe Marine Environment Protection Ltd.	何锐 Rui He		青岛市市北区小港一路44号庚 Place 7, No. 44 Xiaogangyi Rd, Shibei Distr., Qingdao	一级 level One	青岛港及其近海水域 Qingdao Port and near shore waters	海船舶【2011】751号 HCB【2011】No. 751	04-1004	2011年11月23日 Nov. 23, 2011	3年 3 Years

	青岛中德恒运船舶服务有限公司	Qingdao Zhongde Hengyun Ship Service Ltd.	衣服伸 Fushen Yi		青岛经济技术开发区井冈山路658号 1916户 Room 1916, No. 658 Jinggangshan Rd, Economic and Technological Development Zone, Qingdao	一级 level One	青岛港及其近海水域 Qingdao Port and near shore waters	海船舶【2011】752号 HCB【2011】No. 752	04-1005	2011年11月23日 Nov. 23, 2011	3年 3 Years
	日照市港清船舶服务有限公司	Rizhao Gang Qing Marine Service Co., Ltd	吴颖 Ying Wu		日照市东港区黄海一路金港佳园1号楼603室 Room 603 Building 1, Jingang Park, Huanghaiyi Rd, Donggang Distr, Rizhao	一级 level One	日照港及其近海水域 Rizhao Port and near shore waters	海船舶【2011】753号 HCB【2011】No. 753	04-1006	2011年11月23日 Nov. 23, 2011	3年 3 Years
	日照市太和船舶油仓清洗接收有限公司	Rizhao Taihe Tanker Cleaning and Oil Recovery Ltd.	韩开和 Kaihe Han		日照市天津路44号 No. 44 Tianjin Rd, Rizhao	一级 level One	日照港及其近海水域 Rizhao Port and near shore waters	海船舶【2011】754号 HCB【2011】No. 754	04-1007	2011年11月23日 Nov. 23, 2011	3年 3 Years
	中国石油化工股份有限公司胜利油田分公司海洋石油船舶中心	Sinopec Corp. Shengli Oil Field Shallow Sea Ship Centre	鞠杰华 Pihua Ju		龙口市龙口镇环海路14号 No. 14 Huanhai Rd, Longkou Town, Longkou	一级 level One	东营港及其近海水域 Dongying Port and near shore waters	海船舶【2011】755号 HCB【2011】No. 755	04-1008	2011年11月23日 Nov. 23, 2011	3年 3 Years
	日照明达船舶服务有限公司	Rizhao Mingdao Shipping Service Co., Ltd	兰光明 Guangming Lan		日照市上海路南海滨五路东 East of Nanhaibin Fifth Road, Shanghai Road, Rizhao	一级 level One	日照港及其近海水域 Rizhao Port and near shore waters				
	烟台远东海洋环境工程有限公司	Yantai Yuandong Marine Environmental Engineering Co., Ltd	陈新顺 Xinshun Chen		龙口市西城区环海路中韵花园临街商业楼北段9号 No. 9 North Side, Frontage Commercial Building, Zhongyun Park, Huanhai Road, Xicheng Distr, Longkou	一级 level One	烟台龙口港区及其近海水域 Longkou Port of Yantai and near shore waters				
	潍坊澜筹船务有限公司	Weifang Lanchou Shipping Co., Ltd	田茂程 Maocheng Tian		潍坊奎文区潍州路以东, 胜利东街以北金融服务区1号楼A座110号 Room 110, Building 1A, Financial Service Zone, Kuiwen Distr, Weifang	二级 level Two	潍坊港及其近海水域 Feiwan Port and near shore waters	鲁海危防【2011】348号 LHWF【2011】No. 348		2011年12月12日 Dec. 12, 2011	3年 3 Years
	烟台海蓝海洋环保有限公司	Yantai Hailan Ocean Environmental Protection Co., Ltd	马建民 Jianmin Ma		烟台市芝罘区环海路8号 No. 8 Huanhai Road, Zhifu Distr, Yantai	二级 level Two	烟台港芝罘湾港区、西港区、牟平港区及其附近水域 Zhifuwan Port, Xigang Port and Muping Port In Yantai Port Area and near shore waters	鲁海危防【2011】348号 LHWF【2011】No. 348		2011年12月12日 Dec. 12, 2011	3年 3 Years
	威海海兴海上技术咨询中心	Weihai Haixing Marine Technical Consulting Center	苗英杰 Yingjie Miao		威海市海滨北路39号 No. 39 Haibin North Road, Weihai	二级 level Two	威海港、石岛港和龙眼港及其附近水域 Weihai Port, Shidao Port, Longyan Port and near shore waters	鲁海危防【2011】348号 LHWF【2011】No. 348		2011年12月12日 Dec. 12, 2011	3年 3 Years
	威海市江海缘船舶服务有限公司	Weihai Jianghaiyuan Shipping Service Co., Ltd	江鹏 Peng Jiang		威海经济新区乐天世纪城D1004号 Room D1004, Letian Century City, Weihai Economic Zone	二级 level Two	威海港、石岛港和龙眼港及其附近水域 Weihai Port, Shidao Port, Longyan Port and near shore waters	鲁海危防【2011】348号 LHWF【2011】No. 348		2011年12月12日 Dec. 12, 2011	3年 3 Years
江苏	连云港太和船舶服务有限公司	Lianyungang Taihe Shipping Service Co., Ltd	韩开和 Kaihe Han		连云港市连云区墟沟镇海滨大道2号阳光国际中心A1807室 A1807, SUNSHINE INTERNATIONAL CENTER, BEACH ROAD, XUGOU, LIANYUNGANG	一级 level One	连云港港区、盐城港港区及其附近海域 Lianyungang Port, Yancheng Port and near shore waters				
Jiangsu	南通亿洋船务工程有限公司	Nantong Yiyang Ship Engineering Co., Ltd	缪沛霖 Peilin Miu		江苏洋口港经济开发区行政大楼二楼 Floor 2, Administration Building, Yangkou Port Economic Development Area, Jiangsu	一级 level One	南通港及其近海水域 Nantong Port and near shore waters				
	福州加利亚船舶服务有限公司	Fuzhou Carrier Shipping Service Co., Ltd	陈传海 chuanhai Chen		福州市马尾区罗兴西路30号时代广场1#楼903单元 Room 203, Building 1, Times Square, No. 30 Luoxing West Road, Mawei District, Fuzhou	一级 level One	福州港及其近海水域 Fuzhou Port and near shore waters	海船舶【2011】823号 HCB【2011】No. 823	06-1001	2011年12月6日 Dec. 6, 2011	3年 3 Years
	福州市百洋恒丰船舶服务有限公司	Fuzhou Baiyang Hengfeng Shipping Service Co., Ltd	方彦烈 Yanlie Fang		罗源县凤山镇星光佳园12幢302室 Room 302, Building 12, Xingguang Park, Fengshan Village, Luoyuan Town	一级 level One	福州港及其近海水域 Fuzhou Port and near shore waters	海船舶【2011】824号 HCB【2011】No. 824	06-1002	2011年12月6日 Dec. 6, 2011	3年 3 Years
	泉州兴通港口服务发展有限公司	Quanzhou Xingtong Port Development Service Co., Ltd	陈其龙 Qilong Chen		泉州市泉港区港六街东段兴通海运大厦 Xingtong Marine Building, East Gangliu Street, Quangan District, Quanzhou	一级 level One	泉州港及其近海水域 Quanzhou Port and near shore waters	海船舶【2011】825号 HCB【2011】No. 825	06-1003	2011年12月6日 Dec. 6, 2011	3年 3 Years

福建 Fujian	厦门通海船务有限公司	Xiamen Tonghai Shipping Company Ltd.	程水杰 Shuijie Cheng		厦门市海沧区海沧街道长园路88号4D No. 88-4D, Changyuan Road, Haicang Subdistrict, Haicang Distr., Xiamen	一级 level One	厦门港及其近海水域 Xiamen Port and near shore waters	海船舶【2011】826号 HCB【2011】No. 826	06-1004	2011年12月6日 Dec. 6, 2011	3年 3 Years
	厦门宝裕洲海船务有限公司	Xiamen Baoyuzhouhai Shipping Co., Ltd	张和州 Hezhou Zhang		厦门市海沧区海沧街道古楼村230号 No. 230 Gulou Village, Haicang Subdistrict, Haicang Distr., Xiamen	一级 level One	厦门港及其近海水域 Xiamen Port and near shore waters	海船舶【2011】827号 HCB【2011】No. 827	06-1005	2011年12月6日 Dec. 6, 2011	3年 3 Years
	福建厦门达峰船舶管理有限公司	Fujian Xiamen Dolphin Ship Management Co., Ltd	贾皓天 Haotian Jia		厦门市思明区仙岳路357号501室 Room 501, No. 357 Xianyue Road, Siming District, Xiamen	一级 level One	厦门港及其近海水域 Xiamen Port and near shore waters	海船舶【2011】828号 HCB【2011】No. 828	06-1006	2011年12月6日 Dec. 6, 2011	3年 3 Years
	厦门千和船务有限公司	Xiamen Qianhe Shipping Co., Ltd. (QIANHE)	朱立尉 Liwei Zhu		厦门市思明区鹭江道268号远洋大厦21层E单元 E Floor 21, Ocean Building, No. 268 Lujiang Street, Siming District, Xiamen	一级 level One	厦门港及其近海水域 Xiamen Port and near shore waters	海船舶【2011】829号 HCB【2011】No. 829	06-1007	2011年12月6日 Dec. 6, 2011	3年 3 Years
	厦门新四海泛奥环保科技有限公司	Xiamen Xinsihai Fan'ao Environmental Protection Technology Co., Ltd	林媛 Yuan Lin		厦门市思明区曾厝垵8号一楼A87 A87 Floor 1, Building 8, Zhengxi An, Siming District, Xiamen	一级 level One	厦门港及其近海水域 Xiamen Port and near shore waters	海船舶【2011】830号 HCB【2011】No. 830	06-1008	2011年12月6日 Dec. 6, 2011	3年 3 Years
	泉州友福船舶服务有限责任公司	Quanzhou U-Friend Shipping Service Co., Ltd	刘荣勇 Rongyong Liu		泉州市泉港区泉五路世纪新城大厦三层A06 Room A06, Floor 3, Times New City Building, Quannu Road, Quangan Distr., Quanzhou	二级 level Two	泉州港及其近海水域 Quanzhou Port and near shore waters	闽海事危防【2011】39号 MHSWF【2011】No. 39	06-2001	2011年11月2日 Nov. 2, 2011	3年 3 Years
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 Yandong Gu		上海市宝山区淞浦路921号82/2幢 208室 Room 208, Building 82/2, No. 921 Songpu Road, Baoshan Distr., Shanghai	一级 level One	上海港及其近海水域 Shanghai Port and near shore waters	海船舶【2011】762号 HCB【2011】No. 762	07-1001	2011年11月23日 Nov. 23, 2011	3年 3 Years
	中石化中海船舶燃料供应有限公司上海物资分公司	China Shipping & Sinopec Suppliers CO., LTD-Shanghai Materials Branch Company	应志鸿 Zhihong Ying		上海市大连路277号73幢底层 Floor 1, Building 73, No. 277 Dalian Road, Shanghai	一级 level One	上海港及其近海水域 Shanghai Port and near shore waters	海船舶【2011】763号 HCB【2011】No. 763	07-1002	2011年11月23日 Nov. 23, 2011	3年 3 Years
	上海夕阳环保科技有限公司	Shanghai Xiyang Environmental Protection Technology Ltd.	姚惠华 Huihua Yao		上海浦东新区浦东大道2220号906室 Room 906, No. 2220 Pudong Avenue, Pudong New Distr., Shanghai	一级 level One	上海港及其近海水域 Shanghai Port and near shore waters	海船舶【2011】764号 HCB【2011】No. 764	07-1003	2011年11月23日 Nov. 23, 2011	3年 3 Years
	上海东安海上溢油应急中心有限公司	Shanghai Dongan Offshore Oil Spill Emergency Centre Co., Ltd. (DONGAN)	许纪忠 Jizhong Xu		上海市杨浦区国顺东路24号三层 Floor 3, No. 24 Guoshun East Road, Yangpu Distr., Shanghai	一级 level One	上海港及其近海水域 Shanghai Port and near shore waters	海船舶【2011】765号 HCB【2011】No. 765	07-1004	2011年11月23日 Nov. 23, 2011	3年 3 Years
	上海鑫安船务有限公司	Shanghai Xin'an Shipping Co., Ltd. (XIN'AN)	许强 Qiang Xu		上海市闵行区颛建路61号1幢-50 Room 50, Building 1, No. 61 Zhuanjian Road, Minhang Distr., Shanghai	一级 level One	上海港及其近海水域 Shanghai Port and near shore waters	海船舶【2011】766号 HCB【2011】No. 766	07-1005	2011年11月23日 Nov. 23, 2011	3年 3 Years
	上海希浦工贸有限公司	Shanghai Ship Industry & Trading Co., Ltd	陈星桥 Xingqiao Chen		上海市浦东新区凌桥镇草高路1488弄 80号10室 Room10, No. 80, Lane1488, Caogao Road, Lingqiao Town, Pudong New District, Shanghai	一级 level One	上海港及其近海水域 Shanghai Port and near shore waters	海船舶【2011】767号 HCB【2011】No. 767	07-1006	2011年11月23日 Nov. 23, 2011	3年 3 Years
	上海环生船舶服务有限公司	Shanghai Huansheng Marine Service Ltd.	陈祖潮 Zuchao Chen		上海青浦区朱家角镇祥凝浜路70、72号 No. 70&72, Xiangningbin Road, Zhujiajiao Town, Qingpu Distr., Shanghai	一级 level One	上海港及其近海水域 Shanghai Port and near shore waters	海船舶【2011】768号 HCB【2011】No. 768	07-1007	2011年11月23日 Nov. 23, 2011	3年 3 Years
	上海千和船务有限公司	Shanghai Qianhe Shipping Co., Ltd. (QIANHE)	朱立尉 Liwei Zhu		上海市青浦区胜利路588号5-441室 Room 5-441, No. 588 Shengli Road, Qingpu Area, Shanghai	一级 level One	上海港及其近海水域 Shanghai Port and near shore waters	海船舶【2011】769号 HCB【2011】No. 769	07-1008	2011年11月23日 Nov. 23, 2011	3年 3 Years
	上海伟龙船舶修理服务有限公司	Shanghai Weilong Ship Repair Service Co., Ltd	卞正军 Zhengjun Bian		上海市杨浦区榆林路200号7号楼124室 Room 124, Building 7, No. 200 Yunlin Road, Yangpu Distr., Shanghai	一级 level One	上海港及其近海水域 Shanghai Port and near shore waters	海船舶【2011】906号 HCB【2011】No. 906	07-1009	2011年12月23日 Dec. 23, 2011	3年 3 Years
	上海晨扬港口服务有限公司	Shanghai Chenyang Port Service Co., Ltd	夏梅建 Meijian Xia		上海市奉贤区柘林镇浦卫公路6301号第七幢318号 Room 318, Building 7, No. 6301 Puwei Road, Tuolin Town, Fengxian Distr., Shanghai	一级 level One	上海港及其近海水域 Shanghai Port and near shore waters	海船舶【2011】907号 HCB【2011】No. 907	07-1010	2011年12月23日 Dec. 23, 2011	3年 3 Years
	深圳市航鹏海洋环保服务有限公司	Shenzhen Hangpeng Marine Environmental Service Co., Ltd	林振芳 Zhenfang Lin		深圳市南山区海昌路海湾花园观涛小筑2 (C、D)D2 D2, No. 2 Guantaogarden, Haiwan Park, Haichang Road, Nanshan Distr., Shenzhen	一级 level One	深圳港及其近海水域 Shenzhen Port and near shore waters	海船舶【2011】814号 HCB【2011】No. 814	10-1001	2011年12月6日 Dec. 6, 2011	3年 3 Years

深圳 Shenzhen	广东龙善环保 高科技实业集 团有限公司	Guangdong Longshan Environmental Protection Science & Technology Industrial Co., Ltd	林龙喜 Longxi Lin		深圳市南山区月亮湾大 道207号兆龙大楼16楼 Floor 16, Zhaolong Building, No. 207 Yueliangwan Avenue., Nanshan District, Shenzhen	一级 level One	深圳港及其近海水域 Shenzhen Port and near shore waters	海船舶【2011】81 5号 HCB【2011】No. 81 5	10-1002	2011年12月6日 Dec. 6, 2011	3年 3 Years
	深圳市宝裕海 洋生态净化工 程有限公司	Shenzhen B·Y Seaclean Service Co., Ltd.,	黄书挺 Shuting Huang		深圳市盐田区沙头角深 盐路南保发大厦13楼 Free Trade Zone, Yantian District, Shenzhen Sha Tau Kok, Po Fat Building, 13th Floor, AE	一级 level One	深圳港及其近海水域 Shenzhen Port and near shore waters	海船舶【2011】81 6号 HCB【2011】No. 81 6	10-1003	2011年12月6日 Dec. 6, 2011	3年 3 Years
	深圳市珠江口 嘉仁溢油应急 服务有限公司	SHENZHEN PEARL RIVER JIAREN OIL SPILL RESPONSE., LTD	刘晓林 Xiaolin Liu		深圳市南山区海德三道 海岸城西座1209A Room 1209A, West Building Hai'an Town, Haide Third Street, Nanshan Distr., Shenzhen	一级 level One	深圳港及其近海水域 Shenzhen Port and near shore waters	海船舶【2011】81 7号 HCB【2011】No. 81 7	10-1004	2011年12月6日 Dec. 6, 2011	3年 3 Years
	深圳市千和利 万家船舶服 务有限公司	Shenzhen Qianheli Wanjia Ship Service Co., Ltd	宋云 Yun Song		深圳市南山区登良路南 汉京大厦9楼 Floor 9, Nanhanjing Building, Dengliang Road, Nanshan Distr., Shenzhen	一级 level One	深圳港及其近海水域 Shenzhen Port and near shore waters	海船舶【2011】81 8号 HCB【2011】No. 81 8	10-1005	2011年12月6日 Dec. 6, 2011	3年 3 Years
	深圳市聚丰环 保科技有限公司	Shenzhen Jufeng E.P. Technology Co., Ltd	余建国 Jianguo Yu		深圳市南山区南海大道1 019号南山医疗器械产业 园A405-407号 No. A405-407, Nanshan Medical Machinery Industrial Par, No. 1019 Nanshan Avenue, Nanshan Distr., Shenzhen	一级 level One	深圳港及其近海水域 Shenzhen Port and near shore waters	海船舶【2011】81 9号 HCB【2011】No. 81 9	10-1006	2011年12月6日 Dec. 6, 2011	3年 3 Years
	深圳七七七船 舶服务有限公司	Shenzhen Greensea Shipping Service Co., Ltd	陈计林 Jilin Chen		深圳盐田区盐田港进港 三路物流中心大楼203室 Room 203, Floor 2nd, Yantian Port Logistics Center, Shenzhen, P.R.C	一级 level One	深圳港及其近海水域 Shenzhen Port and near shore waters	海船舶【2011】82 0号 HCB【2011】No. 82 0	10-1007	2011年12月6日 Dec. 6, 2011	3年 3 Years
	深圳聚汇船 舶服务有限公司	Shenzhen Huiji Marine Service Co., Ltd	莫成娣 Chengdi Mo		深圳市南山区港湾创业 大厦12层F Floor 12 F, Gangwan Enterprise Building, Nanshan Distr., Shenzhen	一级 level One	深圳港及其近海水域 Shenzhen Port and near shore waters	海船舶【2011】82 1号 HCB【2011】No. 82 1	10-1008	2011年12月6日 Dec. 6, 2011	3年 3 Years
	深圳立鑫船 舶服务有限公司	Shenzhen Lixin Marine Service Co., Ltd	陈秀立 Xiuli Chen		深圳市南山区南光路龙 泰轩B905 B905, Longtai Xuan, Nanguang Rd, Nanshan Distr., Shenzhen	一级 level One	深圳港及其近海水域 Shenzhen Port and near shore waters	海船舶【2011】81 4号 HCB【2011】No. 81 4	10-1009	2011年12月6日 Dec. 6, 2011	3年 3 Years
广西 Guangxi	广西鹏达海洋 工程有限公司	Guangxi Pengda Ocean Engineering Co., Ltd	陈纪京 Feijing Chen		北海市北海大道163号振 业中央华府4单元0509室 Room 0509, Zhenye Center Building, No. 163 Beihai Avenue, Beihai, Guangxi	一级 level One	北海港、铁山港、涠 洲岛及其近海水域 Beihai Port, Tieshan Port, Weizhou Island and near shore waters	海船舶【2011】80 9号 HCB【2011】No. 80 9	11-1001	2011年12月6日 Dec. 6, 2011	3年 3 Years
	广西钦州市桂 通船舶服务有 限公司	Guangxi Qinzhou Guitong Marine Service Co., Ltd	陈秋艳 Qiuyan Chen		钦州港金海湾花园二期 四栋01号 No. 1 Building 4, Jinhaiwan Park 2nd Zone, Qinzhou Port	一级 level One	钦州港及其近海水域 Qinzhou Port and near shore waters	海船舶【2011】81 0号 HCB【2011】No. 81 0	11-1002	2011年12月6日 Dec. 6, 2011	3年 3 Years
	广西防城港恒 创船舶服务有 限公司	Guangxi Fangchenggang Hengchuang Ship Service Co., Ltd	李桂明 Guiming Li		防城港区中心区外环 西北角（四川路67京澳 大厦17楼-D） D-17F, Jingao building, Sichuan road, Fangcheng port, Guangxi	一级 level One	防城港及其近海水域 Fangcheng Port and near shore waters	海船舶【2011】81 1号 HCB【2011】No. 81 1	11-1003	2011年12月6日 Dec. 6, 2011	3年 3 Years
广东 Guangdong	广州宝裕海洋 生态净化工程 有限公司	Guangzhou B·Y Seaclean Service Co., Ltd	黄书挺 Shuting Huang		广州市南沙区龙穴大道 中路13号口岸大厦六层6 18房 Room 618, Floor 6, Port Building, No. 13 Longxue Avenue, Nansha Distr, Guangzhou	一级 level One	广州港及其近海水域 Guangzhou Port and near shore waters	海船舶【2011】88 0号 HCB【2011】No. 88 0	09-1012	2011年12月16日 Dec. 16, 2011	3年 3 Years
	广州市莲港船 舶清油有限公 司	Lian'gang Shipping Qingyou Co. Ltd	何根仔 Genzai He		广州市南沙区万顷沙镇 新安工业园红安路1号 No.1 Hong'an Road, Xin'an Industrial Park, Wanqingsha Town, Nansha District, Guangzhou, CN	一级 level One	广州港及其近海水域 Guangzhou Port and near shore waters	海船舶【2011】87 7号 HCB【2011】No. 87 7	09-1009	2011年12月16日 Dec. 16, 2011	3年 3 Years
	广州市龙善环 保科技有限公司	Guangzhou Longshan Environmental Protection Science & Technology Co., Ltd	林龙海 Longhai Lin		广州市南沙区南沙街南 林路一巷15号 No. 15 Lane One, Nanlin Road, Nansha Street, Nansha Distr, Guangzhou	一级 level One	广州港及其近海水域 Guangzhou Port and near shore waters	海船舶【2011】87 6号 HCB【2011】No. 87 6	09-1008	2011年12月16日 Dec. 16, 2011	3年 3 Years
	广州市绿之建 环环保科技有限公司	Guangzhou Lvzhijian Environmental Protection Science & Technology Co., Ltd	周柏林 Bolin Zhou		广州市番禺区大龙街富 怡路傍江东村段 Bangjiang East Village, Fuyi Road, Dalong Street, Fanyu Distr, Guangzhou	一级 level One	广州港及其近海水域 Guangzhou Port and near shore waters	海船舶【2011】87 9号 HCB【2011】No. 87 9	09-1011	2011年12月16日 Dec. 16, 2011	3年 3 Years
	珠海安和环 保服务有限公司	Zhujiang Anhe Environmental Protection Services Co., Ltd	林志彬 Zhibin Lin		珠海市高栏港经济区南 水镇康悦花园3栋商住楼 09号商铺 Shop 09, Commercial and Living Building 3, Kangyue Park, Nanshui Town, Gaolan Port Economic Area, Zhuhai	一级 level One	珠江港及其近海水域 Port of Pearl River and near shore waters	海船舶【2011】88 1号 HCB【2011】No. 88 1	09-1013	2011年12月16日 Dec. 16, 2011	3年 3 Years



珠海市和丰环保服务有限公司	Zhujiang Hefeng Environmental Protection Service Co., Ltd	唐金胜 Jinsheng Tang		珠海市香洲区凤凰北路1056号商业大厦八楼808室 Room 808, Commercial Building, No.1056 Fenghuang North Road, Xiangzhou Distr, Zhujiang	一级 level One	珠江港及其近海水域 Port of Pearl River and near shore waters	海船舶【2011】882号 HCB【2011】No. 882	09-1014	2011年12月16日 Dec. 16, 2011	3年 3 Years
东莞市金碧湾港口服务有限公司	Dongguan Jinhuhai Port Service Co., Ltd	李伟祺 Weiqi Li		广东省东莞市沙田镇横流区振海西路17号 No.17 Zhenhai West Road, Hengliu Distr, Shatian Town, Dongguan	一级 level One	东莞市虎门港及其近海水域 Humen Port of Dongguan and near shore waters	海船舶【2011】883号 HCB【2011】No. 883	09-1015	2011年12月16日 Dec. 16, 2011	3年 3 Years
增城市珠江口船舶工程有限公司	Zengcheng Pearl River Marine Engineering Co., Ltd	陈焜和 Zhihe Chen		广州市增城新塘镇太平洋工业区137号(厂房A1) No.137 Pacific Industrial Zone, Zengcheng Xintang Town, Guangzhou	一级 level One	广州港及其近海水域 Guangzhou Port and near shore waters	海船舶【2011】878号 HCB【2011】No. 878	09-1010	2011年12月16日 Dec. 16, 2011	3年 3 Years
广州港珠江防污有限公司	Guangzhou Pearl River Pollution Removal Co., Ltd	周小溪 Xiaoxi Zhou		广州市黄埔区港前路331号大院31号 Courtyard, No. 331 Gangqian Road, Huangpu Distr, Guangzhou	一级 level One	广州港及其近海水域 Guangzhou Port and near shore waters	海船舶【2011】873号 HCB【2011】No. 873	09-1005	2011年12月16日 Dec. 16, 2011	3年 3 Years
广州海运物资供应公司	Guangzhou Marine Products Supplying Co., Ltd	方寺卿 Siqing Fang		广州市海珠区滨江中路288号六楼 Floor 6, No. 288 Binjiang Road, Haizhu Distr, Guangzhou	一级 level One	广州港及其近海水域 Guangzhou Port and near shore waters	海船舶【2011】875号 HCB【2011】No. 875	09-1007	2011年12月16日 Dec. 16, 2011	3年 3 Years
广州三江船舶防油污工程有限公司	Guangzhou Sanjiang Ship Co., Ltd of Pollution Prevention Engineering	林尊贵 Zungui Lin		广州市番禺区新造镇景秀路81号油库 Oil House 81, Jingxiu Road, Xinzao Town, Fanyu Distr, Guangzhou	一级 level One	广州港及其近海水域 Guangzhou Port and near shore waters	海船舶【2011】874号 HCB【2011】No. 874	09-1006	2011年12月16日 Dec. 16, 2011	3年 3 Years
阳江兴顺船舶服务有限公司	Yangjiang Xingshun Shipping Services Co., Ltd	林潮杰 Chaojie Lin		阳江市港区进港大道11号 No. 11 Jingang Avenue, Port Area, Yangjiang	一级 level One	阳江港及其近海水域 Yangjiang Port and near shore waters	海船舶【2011】884号 HCB【2011】No. 884	09-1016	2011年12月16日 Dec. 16, 2011	3年 3 Years
湛江奇若船舶服务有限公司	Zhanjiang Qiruo Shipping Services Co., Ltd	陈志壮 Zhizhuang Chen		湛江市人民大道中23号之三金碧花园14号B-1单元 Unit B-1, Building 14, Sanjinbi Park, No. 23 People's Avenue, Zhanjiang	一级 level One	湛江港及其近海水域 Zhanjiang Port and near shore waters	海船舶【2011】871号 HCB【2011】No. 871	09-1003	2011年12月16日 Dec. 16, 2011	3年 3 Years
湛江市海新福航海技术服务有限公司	Zhanjiang Haixinfu Marine Services Co., Ltd	谢杰宇 Jieyu Xie		湛江市赤坎区双港路35号 No. 35 Shuanggang Road, Chikan Distr, Zhanjiang	一级 level One	湛江港及其近海水域 Zhanjiang Port and near shore waters	海船舶【2011】872号 HCB【2011】No. 872	09-1004	2011年12月16日 Dec. 16, 2011	3年 3 Years
茂名众和海上防污工程有限公司	Maoming Zhonghe Marine Pollution Removal Engineering Co., Ltd	陈安 An Chen		茂名市茂港区茂石化港口 Maoshihua Port, Mangang Distr, Maoming	一级 level One	茂名港及其近海水域 Maoming Port and near shore waters	海船舶【2011】888号 HCB【2011】No. 888	09-1020	2011年12月16日 Dec. 16, 2011	3年 3 Years
汕头市龙善环保服务有限公司	Shantou Longshan Environmental Protection Science & Technology Co., Ltd	黄潮荣 Chaorong Huang		汕头市海滨路47号楼8号房 Room 8, Building 7, No. 47 Haibin Road, Shantou	一级 level One	汕头港及其近海水域 Shantou Port and near shore waters	海船舶【2011】869号 HCB【2011】No. 869	09-1001	2011年12月16日 Dec. 16, 2011	3年 3 Years
汕头市四海航务有限公司	Shantou Sihai Shipping Co., Ltd	李盛凡 Shengfan Li		汕头市潮阳区海门镇湖海路中转站2号 Transit 2, Huhai Road, Haimen Town, Chaoyang Distr, Shantou	一级 level One	汕头港及其近海水域 Shantou Port and near shore waters	海船舶【2011】870号 HCB【2011】No. 870	09-1002	2011年12月16日 Dec. 16, 2011	3年 3 Years
惠州大亚湾航鹏环保服务有限公司	Hangpeng(Huizhou Dayabay) Environment Protection Service Co., Ltd.	林振芳 Zhenfang Lin		惠州大亚湾安惠大道22号1201室 Room 1201, No. 22 Anhui Avenue, Daya Gulf, Huizhou	一级 level One	惠州港及其近海水域 Huizhou Port and near shore waters	海船舶【2011】885号 HCB【2011】No. 885	09-1017	2011年12月16日 Dec. 16, 2011	3年 3 Years
惠州大亚湾利万家鹏腾环保实业有限公司	Huizhou Dayabay Liwanjia Pengteng Environmental Protection Industrial Co., Ltd	高旭军 Xujun Gao		惠州大亚湾澳头坳南路5号澳南雅苑1栋二单元701室 Room 701, Unit 2, Building 1, Aonan Park, No. 5 aonan Road, Aotou, Daya Bay	一级 level One	惠州港及其近海水域 Huizhou Port and near shore waters	海船舶【2011】886号 HCB【2011】No. 886	09-1018	2011年12月16日 Dec. 16, 2011	3年 3 Years
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, Daya Gulf Branch	陈焜和 Zhihe Chen		惠州大亚湾进港西路74号 No. 74 Jingang West Road, Daya Gulf, Huizhou	一级 level One	惠州港及其近海水域 Huizhou Port and near shore waters	海船舶【2011】887号 HCB【2011】No. 887	09-1019	2011年12月16日 Dec. 16, 2011	3年 3 Years
浙江	舟山海安溢油应急处理有限公司	陈汉尧 Hanyao Chen		舟山市定海区盐仓街道兴舟大道(西段)189号2001(海运大厦) 2001 Marine Building, No. 189 Xingzhou Avenue, Yancang Street, Dinghai Distr, Zhoushan	一级 level One	宁波-舟山港及其附近海域 Ningbo Port, Zhoushan Port and near share waters				
Zhejiang	宁波甬洁溢油应急服务有限公司	王天利 Tianli Wang		宁波北仑白峰镇枫江路1339号17楼1号221室 room 221, No. 1 Tower 17, No. 1339 Fengjiang Road, Bailunbaifeng Town, Ningbo	一级 level One	宁波-舟山港及其附近海域 Ningbo Port, Zhoushan Port and near share waters	海船舶【2011】924号 HCB【2011】No. 924	08-1001	2011年12月29日 Dec. 29, 2011	3年 3 Years

附件二

中国海事[2011]版 China MSA [2011]Version

协议编号:

Agreement No.:

## 船舶污染清除协议

(样本)

## **Agreement for Ship Pollution Response**

**(Sample)**

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》第二十九条的规定，制定船舶污染清除协议样本（以下简称本协议）。

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

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

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

三、本协议中的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 articles 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。对于双方选择的，在中括号以划√方式选定，或者在空格中填写；对于双方不选择的，应在中括号或空格部位打×，以示删除。

4. Choices of options with square brackets and the contents to be filled in blank spaces shall be determined by both parties through negotiation. As for the choices, options shall be chosen by marking a “√” in the square brackets, or filling in the blank spaces. With respect to those that both parties do not apply or choose, a “×” shall be marked in the square brackets or in blank spaces, indicating deletion.

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。

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。

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, 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 ship pollution response organization.

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.

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:

Party B:

资质等级及服务区域:

Qualification level and service area:

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 应急电话)传真:

Telephone:(24 hour emergency number) Fax:

电子信箱:

E-mail:

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

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

## 第一条 甲方的权利义务

### Article 1 Rights and Obligations of Party A

1、甲方应当向乙方提供本协议框架下接受服务船舶（以下简称协议船舶，见附录一）的基本信息，并按照双方约定方式和内容，在协议船舶进入乙方服务区域前的天内，向乙方提供船舶有关动态信息。甲方应于天内通过填写《附录三》第一条中的表格提供本条所要求的动态信息。甲方应当在协议船舶驶离乙方服务区域前小时，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待命相关信息。

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 ... 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 provide within ... days the dynamic information required in this Article by completing the boxes in Clause 1 of Appendix III. Party A shall, ... 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 writing 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。

2. Party A shall keep a copy of 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.

3、甲方应当配合乙方按照《细则》规定开展船舶污染应急演练。

3. Party A shall cooperate with Party B to carry out ship pollution emergency response exercises as required by the Detailed Rules.

4、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。

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

## 第二条乙方的权利义务

### **Article 2 Rights and Obligations of Party B**

1、乙方应当具有海事管理机构批准的资质，并保持相应的应急清污能力。

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

2、乙方应当书面确认已收到甲方按照第一条第一款约定提供的协议船舶的基本信息和动态信息，并按照双方约定的时间、方式和



内容将乙方应急待命的相关信息告知甲方。乙方应根据《附录三》第二条规定的方式确认收到此信息。

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. Party B shall acknowledge receipt of this information according to the method set out in Clause 2 of Appendix III.

3、乙方应当在接收到协议船舶驶入服务区域的通知后，保证应急船舶、设备和人员处于待命状态。接到甲方协议船舶驶离服务区域的通知后，乙方可取消待命。

3. Party B shall, upon receiving the notice concerning the agreed ships' entry into the service area, 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.

4、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。

4. 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.

5、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。

5. 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, after the completion of the cleanup operation, cooperate with Party A to conduct the evaluation on such actions.

### **第三条费用**

#### **Article 3 fees and expenses**

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

1. Party A shall pay Party B the ship pollution response agreement fees in accordance the rates (Appendix II.1) and mode of payment agreed by both

parties for the purposes of compensating Party B the incurred reasonable cost of emergency preparation.

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

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

3、为保证污染控制和清除行动顺利进行，如果乙方开展的污染控制和清除行动超过了 30 个工作日，乙方可以要求甲方就已经开展的污染控制和清除行动，每隔 30 个工作日向乙方支付一笔临时费用。临时费用应在乙方向甲方开具临时费用账单后 30 个工作日内汇到乙方指定账户，并从双方最后结算的污染控制和清除费用中扣除。

3. When a pollution control and cleanup action lasts more than 30 working days, to ensure the smooth performance of the actions by Party B, Party B may demand Party A to pay an interim sum every 30 working days for the actions that has been carried out by Party B. This interim payment shall be remitted to the account appointed by Party B within 30 working days after Party B issues the invoice to Party B and such interim payment should be deducted from the final invoice.

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 8 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 preliminary evidence for the expenses incurred, such preliminary 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 8.

## 第四条 联络人

### Article 4 Contact Person

1、甲乙双方应当指定联络人，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。

1. Both parties shall make arrangement for their own contact persons, and ensure that such contact persons can keep in touch with each other 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.

2、甲乙任何一方需要变更联络人或联系方式的，应当及时书面通知另一方，在得到对方确认后，方可变更。

2. Where any Party of the two parties 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.

## 第五条 保密义务

### Article 5 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.

## 第六条 生效、变更和终止

## Article 6 Entry into Effect, Modification and Termination of Agreement

1、本协议有效期为：

【】固定期限为年（或月）；

【】协议船舶的个航次（每一航次时间另行约定）。

本协议自双方签字盖章后生效。

1. The validity of this Agreement is:

[ ] Fixed term of ... years (or months);

[ ] 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、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。

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

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.

*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.

## 第七条违约及侵权责任

### Article 7 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.

## 第八条适用法律及管辖

### Article 8 Applicable Law and Jurisdiction

1、本协议及其项下争议适用中华人民共和国法律。

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

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

【】 申请海事管理机构调解；

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

【√】依法向中华人民共和国有管辖权的法院起诉。

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

[ ] Submit such dispute to MSA for mediation;

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

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

**第九条** 本协议未尽事项，由双方约定后签订补充协议（见附录三）。

**Article 9** With respect to matters not covered in this Agreement, both parties may conclude a supplementary agreement. (Appendix III)

**第十条** 协议份数

**Article 10 Copy of this Agreement**

本协议正本一式份，具有同等法律效力，甲方持份，乙方持份，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 ...; each copy bears the same legal effect. Party A holds ... copy (copies), Party B holds ... 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)

年月日

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)

年月日

Date:

附录一：

协议船舶名单

船名	IMO 编号/船舶呼号	其它需要说明的事项

**Appendix I:**

**List of the Agreed Ships**

Name of vessel	IMO number/ Call sign	Other matters to be Remarkd

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**



**授权委托书<sup>1</sup>**  
**Letter of authorization**

委托人: \_\_\_\_\_  
Principal: \_\_\_\_\_  
住所地: \_\_\_\_\_  
Domicile: \_\_\_\_\_  
法定代表人: \_\_\_\_\_  
Legal representative: \_\_\_\_\_  
联系人: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
通讯地址: \_\_\_\_\_  
Correspondence address: \_\_\_\_\_  
电话: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
传真: \_\_\_\_\_  
Fax: \_\_\_\_\_  
电子信箱: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Name of the contracted ship: \_\_\_\_\_  
签约船名: \_\_\_\_\_

代理人 (代理公司名称或代理船长姓名\*) : \_\_\_\_\_  
Agent (name of agency or Master\*): \_\_\_\_\_  
住所地: \_\_\_\_\_  
Domicile: \_\_\_\_\_  
法定代表人 (仅限代理公司): \_\_\_\_\_  
Legal representative (only for agency): \_\_\_\_\_  
联系人: \_\_\_\_\_  
Contact person : \_\_\_\_\_  
通讯地址: \_\_\_\_\_  
Correspondence address: \_\_\_\_\_  
电话: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
传真: \_\_\_\_\_  
Fax: \_\_\_\_\_  
电子信箱: \_\_\_\_\_  
E-mail: \_\_\_\_\_

\*委托人仅可以在紧急情况下或者船舶没有预先计划突然需要挂靠中国港口时, 委托船长代为签订《船舶污染清除协议》

\*The Principal can only authorize the Master to sign the Agreement under an emergency or when the ship need to call at Chinese ports without a prior schedule.

Pursuant to the requirements of the Regulations of the PRC on Administration of the Prevention and Control of Marine Environment Pollution from Ships, Regulations of the PRC on Emergency Preparedness and Response on Marine Environment Pollution from Ships and the Detailed Rules of Maritime Safety Administration of the PRC on the Implementation of the Administration Regime of Agreement for Ship Pollution Response, our company hereby appoint your good company (or the Master of the contracted ship) as our agent as defined by Paragraph 3 of Article 18 of the Detailed Rules of Maritime Safety Administration of the PRC on the Implementation of the Administration Regime of Agreement for Ship Pollution Response with respect to the signing of the Agreement for Ship Pollution Response (hereafter “the Agreement”) and other relevant issues.

根据《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》的有关规定的要求，我司特授权贵司（或签约船舶的船长）作为我司为《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》第18条第三款的规定代理人，代为我司签署《船舶污染清除协议》和处理相关事宜。

The authorisation provided to the agent by the means of this letter is limited to the following:

贵司的代理权限如下：

To negotiate with the PRC corresponding qualified ship pollution response organization on terms and clauses of the Agreement and on revision, extension and termination of the Agreement after the Agreement is signed;

与获得中国主管部门认可相应资质的船舶污染清除单位协商《船舶污染清除协议》的条件和条款，以及合同成立之后的对于该合同的修改、延期和终止；

To sign the Agreement for Ship Pollution Response on behalf of our company;

代理我司签署《船舶污染清除协议》；

To submit and to file the signed Agreement with PRC Maritime Safety Administrations in charge.

代理我司向主管海事局提交、报备已签署的《船舶污染清除协议》；

Under the instruction of our company, to pay the ship pollution response retainer fee under the Agreement and to collect the refunding of the said retainer fee according to the signed Agreement on behalf of our company; to receive the receipt of the said retainer fee;

根据我司指示，依据《船舶污染清除协议》之规定，代理我司向船舶污染清除单位支付船舶的协议费，代为收取退回的船舶的协议费；并领取有关付款收据；

To deal with any other issues relevant to the signing of the Agreement as instructed by our company.

代为办理我司指示的与签署《船舶污染清除协议》有关的其他事务；

This Authorization shall cease to be effective when the contracted ship departs from the service zone for a voyage Agreement, and this Authorization shall cease to be effective for a time Agreement when the term of the Agreement as agreed expires.

在签订航次《船舶污染清除协议》时，本授权委托书自所代理船舶驶离《船舶污染清除协议》的服务区域时失效；在签订固定期限的《船舶污染清除协议》时，本授权委托书在双方约定的合同期限届满时失效。

This Authorization applies only in the following ports (if applicable):

委托人：<sup>1</sup> \_\_\_\_\_

Principal: \_\_\_\_\_

法定代表人 : \_\_\_\_\_

Legal Representative : \_\_\_\_\_

(Signature of legal representative and company seal)

日期 (DATE) : \_\_\_\_\_

Table of Contracting Requirement

OSRO Level	Vessel Service Area	Vessel carrying oil in bulk		Vessel carrying liquid hazardous cargo other than oil in bulk		Other vessel		
		Within harbor	Entering into and exiting port	Performing cargo transfer-at-sea	Entering into and exiting port	Performing cargo transfer-at-sea	Entering into and exiting port	Performing cargo transfer-at-sea
		Class I		GT10,000 and above	Beyond 20 nautical miles	GT10,000 and above	Beyond 20 nautical miles	GT50,000 and above
Class II	GT2,000(incl.GT2,000) to GT 10,000	Below GT10,000	Within 20 nautical miles	Below GT10,000	Within 20 nautical miles	GT30,000(incl.GT30,000) to GT50,000	Within 20 nautical miles	
Class III	GT600(incl.GT600) to GT 2,000					GT20,000(incl.GT20,000) to GT30,000		
Class IV	Below GT600					GT10,000(incl.GT10,000) to GT20,000		