

中国海事【2012】版 China MSA [2012]Version

协议编号: 01-1007-2024-0004

Agreement No.: 01-1007-2024-0004

## 船舶污染清除协议

## Agreement for Ship Pollution Response

中华人民共和国海事局制

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



## 协议样本说明

### Introduction to the Sample Agreement

一、为了有效实施船舶污染清除协议管理制度，根据《中华人民共和国船舶污染海洋环境应急防备和应急处置管理规定》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。本协议未尽事宜，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 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, Tianjin MSA: 02, Hebei MSA: 03, Shandong MSA: 04, Jiangsu MSA: 05, Fujian MSA: 06, Shanghai MSA: 07, Zhejiang MSA: 08, Guangdong MSA: 09, Shenzhen MSA: 10, Guangxi MSA: 11, Hainan MSA: 12.

船舶污染清除单位连锁机构应当按照以下规则予以编号：代表其它船舶污染清除单位签订协议的船舶污染清除单位，应当在其签订的协议正本上按照上述要求用本单位的证书编号予以编号，即采用 14 位数字编号（如 01-1001-2011-0001-07-1007）。为了方便船舶办理进出港口或作业手续，被代表的其它船舶污染清除单位将协议副本报当地海事管理机构备案的，应当在协议副本上加注被代表的其它船舶清除单位的证书编号（如 01-1001-2011-0001-07-1007）。协议船舶可持协议正本或副本办理船舶进出港口或作业手续。

For those chain SPROS, the following rules are applicable: For the SPRO representing other SPRO, the 14-number rule as above-mentioned shall be used on the original Agreement, such as 01-1001-2011-0001. To facilitate ship's entering or leaving or operation permission procedures, other SPRO being represented shall make a mark by adding the serial number of SPRO being represented after 14-number above, such as 01-1001-2011-0001-07-1007 on the copy Agreement. Whether the original or copy agreement may be present to MSA for procedures of ship's operation or entering into or leaving from a port.

甲方： 大连海联石化有限公司  
Party A : \_\_\_\_\_  
住所地： 大连市中山区长江东路 89 号 A2-902  
Domicile: \_\_\_\_\_  
法定代表人： 林匀斌  
Legal representative: \_\_\_\_\_  
联系人： \_\_\_\_\_  
Contact person: \_\_\_\_\_  
通讯地址： 大连市中山区长江东路 89 号 A2-902  
Correspondence address: \_\_\_\_\_  
电话： 13904082211 传真： 82652588  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
电子邮箱： \_\_\_\_\_  
E-mail: \_\_\_\_\_

乙方： 大连鑫丰船舶燃料供应有限公司  
Party B: DALIAN XINFENG MARINE BUNKER SUPPLY CO.,LTD.  
资质等级及服务区域： 一级大连港及其近海海域  
Qualification level and service area: The level of Dalian port and its offshore waters  
住所地： 大连市中山区港湾街 3-1 号 9 层  
Domicile: Zhongshan District of Dalian Harbor Street 3-1 No.9 Layer  
法定代表人： 吕文光  
Legal representative: Lv WenGuang  
联系人： 陈本有  
Contact person: Chen Ben You  
通讯地址： 大连市中山区南山路 267 号 1910 小区 E 区 E4 号楼  
Correspondence address: Building E4, District E4, District E, No. 267, Nanshan Road, Zhongshan  
电话： 13504116377 传真： 0411-82768899  
Telephone: 13504116377 Fax: 0411-82768899  
电子邮箱： leili121212@126.com  
E-mail: leili121212@126.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 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 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6小时,将船舶有关动态信息告知乙方。甲方应当书面确认已收到乙方按照本协议第二条第二款提供的应急待命相关信息。

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 3 days prior to the agreed ships' entry into Party B's service area, inform Party B of

the agreed ships' dynamic information in accordance with the time, way and contents agreed by both parties. Party A shall 6 hours prior to the agreed ships' departure from Party B's service area, inform Party B of the agreed ships' relevant dynamic information. Party A shall confirm in written from 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 change its contact person or the contact person's contact detail, such party shall inform the other party by a written notice in a timely manner and no alteration shall be made until receiving the other party's notice for confirmation.

3、甲方应当将本协议留存协议船舶上，并确保船上有关人员熟悉协议内容及乙方制度的污染清除作业方案。

3. Party A shall keep this Agreement onboard the agreed ships, and make sure that relevant staffs onboard the ships are familiar with the contents of this Agreement and the contents of Pollution Response Operation Plan formulated by Party B.

4、甲方应当配合乙方按照《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 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。

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

3、乙方应当指定联络人，并确保联络人在根据本协议开展应急防备和应急处置过程中保持联系和沟通。乙方提供的联系电话应当为应急联系电话，并保持值守状态。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 B 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 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.

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 ships' entry into the service area, be on emergent standby duty and make sure that the emergency ships, facilities and equipments are standby. After receiving the notice that the agreed ships of Party A have departed from the service area, Party B may cancel such standby status. 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 where in case of the agreed ships engaged in loading/unloading operation of oil or bulk HNS cargo, Party B shall make sure that around the agreed ships 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 carry out joint ship pollution emergency exercises at appropriate time with the involvement of the appropriate agreed ships.

6、乙方应当在签订本协议时，将其制定的污染清除作业方案中英文文本向甲方提供。

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

7、协议船舶发生污染事故时，乙方应当在甲方的组织下开展污染控制和清除行动。乙方应当在行动结束后，配合甲方开展污染清除行动评估。

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

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.

甲方（盖章）：\_\_\_\_\_

Party A (seal): \_\_\_\_\_

法定代表人/委托代理人（签名）：\_\_\_\_\_

Legal representative/Entrusted representative: (signature) \_\_\_\_\_

2024 年 1 月 1 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) \_\_\_\_\_

2024 年 1 月 1 日

Date:





附录三：补充协议（如有）

Appendix III: Supplementary Agreement (if any)

1、本协议有效期为：

【】协议有效期：2024年1月1日 至 2024年12月31日

[  ]The agreement will be valid from January 1, 2024 until December 31, 2024.

本协议自双方签字盖章后生效。

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

附录四：船舶污染清除单位相关信息

Appendix IV: Ship pollution removal units related information

公司名称 Company name	大连鑫丰船舶燃料供应有限公司 DALIAN XINFENG MARINE BUNKER SUPPLY CO., LTD.
开户行 Bankaccount	中国工商银行大连市分行营业部
账号 Account number	3400203119300055156 3400203119300055156
纳税人识别号 Taxpayer identification number	91210200792020295H 91210200792020295H
联系人 Contact person	陈本有 Chen benyou
办公电话 Office TEL	0411-82768899 0411-82768899
24小时应急电话 24 hour emergency number	13504116377 13504116377