

附件

船舶污染清除协议

（样本）

Ship Pollution Response Agreement

(Sample)

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》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 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 ship pollution response agreement system.

二、船舶经营人（甲方）与船舶污染清除单位（乙方），应当根据《防治船舶污染海洋环境管理条例》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》《船舶污染清除协议制度管理办法》的有关规定，在船舶作业前或者进港前签订船舶污染清除协议。

2.The ship operator（Party A） shall, before the ship operates or enters port, conclude this Agreement with a qualified ship pollution response organization（Party B） in accordance with relevant provisions of the *Regulations on the Administration of Prevention and Control of Marine Environment Pollution from Ships*, the *Regulations of the People's Republic of China on Emergency Preparedness and Response on Marine Environment Pollution from Ships* and the *Administrative Measures for Ship Pollution Response Agreement System*.

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 rights and obligations in Article 1 and Article 2 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 shall 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 of both parties including limitation of liability in accordance with relevant laws, regulations and rules.

四、对协议文本中空格部位需要填写的内容，甲乙双方应当协商确定。

4.The contents to be filled in the blanks in the agreement text shall be determined by both parties through negotiation.

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：

传真：

Telephone:

Fax:

电子信箱：

E-mail:

乙方：

Party B:

能力等级及服务区域：

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：

传真：

Telephone:

Fax:

电子信箱：

E-mail:

根据《中华人民共和国民法典》《中华人民共和国海洋环境保护法》《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》《船舶污染清除协议制度管理办法》等有关法律法规和规章的规定，甲乙双方经过友好协商，在真实、充分地表达各自意愿的基础上，达成如下协议，并由双方共同恪守。

In accordance with the relevant provisions of the *Civil Code of the People's Republic of China*, the *Marine Environment Protection Law of the Peoples Republic of China*, the *Regulations on the Administration of Prevention and Control of Marine Environment Pollution from Ships*, the *Regulations of the People's Republic of China on Emergency Preparedness and Response on Marine Environment Pollution from Ships* and the *Administrative Measures for Ship Pollution Response Agreement System* 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 completely expressing their 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值守相关信息。

1. Party A shall provide Party B with basic information of the ships that receive services under this Agreement (hereinafter referred to as "the

agreed ships", see Appendix I) , 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, within ____ hours prior to the agreed ships' departure from Party B's service area, inform Party B of the agreed ships' relevant dynamic information. Party A shall confirm in written form the receipt of information on the 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 designate a contact person, and ensure that the contact person can maintain contact and communication 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 contact details, it shall inform Party B by a written notice in a timely manner and no alteration shall be made until receiving the other party's notice for confirmation.

3. 甲方应当将本协议正本或者副本留存在协议船舶上,并确保船上有关人员熟悉协议内容及乙方制定的污染清除作业方案。

3. Party A shall keep this Agreement or a copy thereof on board the agreed ships, and shall ensure that the relevant personnel on board the ships are familiar with the contents of this Agreement and the contents of the Pollution Response Operation Plan formulated by Party B.

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 coordinate the pollution control and cleanup action. Party A shall, upon completion 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. 乙方应当具有并保持相应的应急清污能力。

1. Party B shall possess relevant qualification and maintain appropriate capabilities for emergency 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 ships' basic information and dynamic information provided by Party A in accordance with the 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 designate a contact person, and ensure that the contact person can maintain contact and communication 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 the emergency contact number, and the number shall be kept attended. Where Party B needs to change its contact person or contact details, it

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。乙方应按约定要求告知甲方应急值守船舶名称、待命位置、联系方式等内容。乙方应确保应急值守船舶保持值守状态，能够在规定的应急反应时间内到达现场。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。

4. Party B shall, upon receiving the notice concerning the agreed ships' entry into the service area, be on emergency standby duty and make sure that the emergency ships, facilities and equipment are on standby. Party B shall, as required by the Agreement, inform Party A of the name, standby position and contact information of the ship on emergency duty. Party B shall ensure that the emergency ship remains on duty and can arrive at the scene within the prescribed emergency response time. After receiving the notice that the agreed ships of Party A have departed from the service area, Party B may cancel such standby status.

5.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。

5. 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.

6.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。

6. Once a pollution accident occurs to the agreed ships, Party B shall, under the command of Party A, carry out pollution control and

cleanup actions, and shall cooperate with Party A to conduct the evaluation on such actions.

第三条 生效、变更和终止

Article 3 Entry into Effect, Modification and Termination of Agreement

1.本协议有效期为：

固定期限为_____ 年/月/日；或

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 period of this Agreement shall be:

A fixed term of_____ years / months/days, or

_____ voyages of the agreed ships （the duration of each voyage to be agreed separately）.

This Agreement shall enter into effect upon being duly signed and sealed 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。

发生溢油时的合同终止。（1）合同终止前，甲乙双方都应当报告事故应急指挥机构；（2）甲乙双方已就后续的应急处置行动，作出适当的替代措施安排；（3）终止或者解除协议不会影响及时有效地控制和清除污染；（4）即使有本合同其他条款的约定，合同的任何一方都有权在根据本合同通知另一方后终止合同。

2.Termination of the Agreement in the absence of an oil spill:

In the event that either 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 manner and confirm in writing after mutual agreement through consultation. However, neither Party shall modify or terminate the Agreement after the agreed ship (s) has (have) entered into the service area of Party B.

Termination of the Agreement in the event of an oil spill: (1) both Party A and Party B shall report to the Incident Command Organization prior to termination of the Agreement; (2) Party A and Party B have made appropriate alternative arrangements for subsequent emergency response operations; (3) the termination or cancellation of the Agreement does not prejudice the timely and effective control and cleanup of the pollution; (4) notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this Agreement by giving notice to the other Party in accordance with this Agreement.

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. In the event of termination of this Agreement by mutual consent or invalidity of this Agreement due to breaking of the Agreement by either Party, both parties shall immediately notify the Maritime Safety Administration (MSA) .

第四条 本协议未尽事项，由双方约定后签订补充协议，见附录二。

Article 4 With respect to matters not covered in this Agreement, both parties may conclude a supplementary agreement by mutual consent. (See Appendix II)

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(国际航行船舶)/船舶识别号(国内航行船舶)	其它需要说明的事项

Appendix I

List of the Agreed Ships

Name of Ship	IMO Number (Ships engaged in international voyages) / Ship Identification Number (Ships engaged in domestic voyages)	Other Matters to be Remarkd

附录二

Appendix II

补充协议（如有）

Supplementary Agreement （if applicable）