



天津昌赢环保工程有限公司

Tianjin Changwin Environmental Protection Engineering Co. , Ltd.

协议编号:02-1010-2026-

Agreement No.:02-1010-2026-

船舶污染清除协议

Ship Pollution Response Agreement

甲方: _____

Party A: _____

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: _____

联系人电话/Contact Mob: _____

通讯地址: _____

Correspondence address: _____

24小时应急电话/ Tel (24 hour emergency number) _____

传真/Fax: _____

邮箱/Email: _____

乙方: _____ 天津昌赢环保工程有限公司

Party B: Tianjin Changwin Environmental Protection Engineering Co.,Ltd

清污能力及服务区域: 一级 天津港水域

Qualification level and service area: Level 1 Tianjin Port

通讯地址: 天津市滨海新区中心商务区浙商大厦A座2112号

Correspondence address: #2112, Block A, Zheshang Buliding, Central Business District , Binhai New Area, Tianjin P.R.China

法定代表人/Legal representative: 金来生/Jin Laisheng

联系人/Contact person: _____

联系人电话/Contact Mob: _____

24小时应急电话/TEL(24Hours Emergency): +86-22-28190456

传真/Fax: +86-22-28190456

个人邮箱/ Personnel Email: _____

公司邮箱/Company's Email: spro-changwin@tjchangwin.com

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3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 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,

within 3 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：

固定期限为壹年，自____年__月__日至____年__月__日止；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 __ year, From ____ / ____ / ____ to ____ / ____ / ____ , or __ / __ voyage 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.

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，双方可另行协商后签订补充协议（见附录II）。

Article 4 With respect to any matters not covered by this Agreement, both parties may conclude a supplementary agreement through negotiation (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）：天津昌赢环保工程有限公司

Party B (seal) : TianjinChangwinEnvironmentalProtectionEngineeringCo.,Ltd.

法定代表人/委托代理人（签名）：

Legal representative/Entrusted representative: (signature)

年 月 日

Date:

附录二

Appendix II

补充协议

Supplementary Agreement

附录 II (1) : 保险

Appendix II.1 Insurance

甲方保证有投保足够的互助保险以满足本协议下的责任。乙方应保持为其在本协议下的责任不低于以下保额的保险，并在签署本协议前提供保险详情，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

Party A warrants that it has adequate P&I insurance to meet its liabilities under this Agreement. Party B shall maintain insurance to cover its liabilities under this Agreement for a minimum sum of:

Level 1 SPRO: RMB 2,000,000

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 before executing this Agreement.

保险单据

Insurance Policy

PICC 中国人民保险

创立于1949, 服务涵盖保险全类别, 机构县域覆盖100%。

EE000C00200

No. 12002510000945396

中国人民财产保险股份有限公司 船舶清污机构责任保险保险单(电子保单)

保险单号: PZIR20251201000000003

鉴于投保人已向本保险人投保船舶清污机构责任保险, 并按本保险合同约定交付保险费, 保险人同意按照《中国人民财产保险股份有限公司船舶清污机构责任保险条款》的约定承担保险责任, 特立本保险单为凭。与本保险有关的任何附加条款、特约条款、批单以及投保单等是保险合同不可分割的组成部分。

投保人信息

姓名/单位名称: 天津昌赢环保工程有限公司

邮编: 300456

联系地址: 天津自贸试验区(中心商务区)迎宾大道1988号浙商大厦1-2112

联系电话: 151****2456

传真:

证件类型: 营业执照(统一社会信用代码) 证件号码: 91120116MACU4XD941

被保险人信息

姓名/单位名称: 天津昌赢环保工程有限公司

邮编: 300456

联系地址: 天津自贸试验区(中心商务区)迎宾大道1988号浙商大厦1-2112

联系电话: 151****2456

传真:

证件类型: 营业执照(统一社会信用代码) 证件号码: 91120116MACU4XD941

保障内容

按照《中国人民财产保险股份有限公司船舶清污机构责任保险条款》:

保障项目: 船舶清污机构责任

公众责任, 累计责任限额: ¥4,000,000.00元, 每次事故法律费用责任限额: ¥100,000.00元, 每次事故财产损失免赔额: ¥10,000.00元, 每次事故每人人身伤亡责任限额: ¥400,000.00元, 每次事故财产损失责任限额: ¥2,000,000.00元, 每次事故责任限额: ¥2,000,000.00元;

承保基础

期内事故发生式

保险期间

共12个月, 自2026年01月01日零时起, 至2026年12月31日二十四时止

保险费合计

人民币(大写)贰万伍仟伍佰元整 ¥25500.00元(其中: 不含税保险费总计: 24056.60元, 增值税额总计: 1443.40元)

保险合同争议解决方式

诉讼

特别约定

1. 特别约定:
发生保险事故后, 被保险人向社会公布的本单位的污染清除能力的相关资料可作为理赔依据, 不需提供《船舶污染清除单位资质证书》免赔额;
每次事故财产损失免赔额10000元或损失金额的5%, 两者以高者为准

出单机构: 中国人民财产保险股份有限公司天津市科创支公司

销售机构/中介机构: 华泰保险经纪有限公司天津分公司

中国人民财产保险股份有限公司
天津市分公司
电子保单专用章

签单时间: 2025年11月05日

经办: 许艳

核保: 刘文娟

制单: 梁珈畅

尊敬的客户:

(1) 您可通过本公司官方网站www.picc.com、95518客服热线、中国人保APP、中国人保财险微信公众号或附近营业网点查询验证保单信息

或查阅条款内容。若对查询结果有异议, 请通过以上渠道联系本公司。

(2) 如出险, 请及时拨打95518客服热线或通过中国人保APP、中国人保财险微信公众号报案, 并查询理赔信息。

(3) 如您对本公司服务不满意, 请拨打95518客服热线反映情况, 也可采取申请核查、调解、仲裁、诉讼等救济途径, 保障您的权益。

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Edition: 0001
Location: CN*

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PICC 中国人民保险

创立于1949, 服务涵盖保险全类别, 机构县域覆盖100%。

EE000C00200

No. 12002510000945396

中国人民财产保险股份有限公司

保险条款清单

提示: 您可在手机端或在电脑端(带PDF阅读器)点击以下条款名称, 以超链接形式进入查看具体的条款内容

中国人民财产保险股份有限公司船舶清污机构责任保险条款

第2页, 共2页

附录 II (2) : 费用

Appendix II.2 Fees and Expenses

1、 甲方应按照双方约定的收费标准【见附录 III (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 the ship pollution response fees to Party B in accordance with the rates (Appendix III.1) and terms agreed by both parties for the reasonable cost of emergency preparation incurred by Party B.

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 III(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。在污染事故发生的三天内，甲方应向乙方支付 80%合理预估的动员费，最后余款应根据本条第四款支付。

2. If Party B carries out pollution control and cleanup actions in accordance with this Agreement in the event of a pollution accident on the agreed ships, Party A shall pay Party B the actual and reasonable expenses incurred in such actions based on the tariff set out in Appendix III.2. Within three days after the occurrence of the pollution accident, Party A shall pay to Party B 80% of the reasonable estimated mobilisation charges, with the final balance to be paid in accordance with Article Appendix II.2 .4 of the Agreement.

3、 乙方应向甲方提供工作日报，详细列明包括当天所用船舶、人员、设备、消耗材料和车辆以及时间等必要信息。工作日报为乙方最终费用结算的索赔文件，但不具有约束力。

3. Party B shall provide Party A with daily work reports, specifying in detail all

necessary information of the ships, personnel, equipment, consumables, vehicles and working time used on that day. The daily work reports shall serve as Party B's claim documents when calculating the final settlement of fees between the parties, but will not be binding.

4、 为确保乙方清污行动的顺利进行，如果污染控制和清除行动持续五个工作日以上，乙方可以要求甲方就乙方已经实施的清污行动，每十五个工作日支付一次合理的临时费用。甲方有权利对乙方要求的任何临时费用提出合理的异议。双方没有争议的任何临时费用均应在乙方向甲方开具发票后的十五个工作日内汇至乙方指定的账户，且此种临时费用应从双方最后结算的污染控制和清除费用中扣除。任何具有合理争议的金额均应按照本条第 5 款中关于污染控制和清除行动结束时到期的款项的规定进行处理。

4. When a pollution control and cleanup action lasts for more than 5 working days, to ensure the smooth performance of the actions by Party B, Party B may demand Party A to pay a reasonable interim sum every 15 working days for the actions that have been carried out by Party B. Party A shall have the right to raise reasonable disputes in relation to any interim sum demanded. Any undisputed interim payment shall be remitted to the account appointed by Party B within 15 working days after Party B issues the invoice to Party A and such an interim payment shall be deducted from the costs of pollution control and cleanup action in the final settlement between the parties. Any reasonably disputed sum shall be dealt with in accordance with the terms relating to payments due upon termination of pollution control and cleanup action, in accordance with Paragraph 5 below.

5、 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。甲方应于三十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，担保形式应为 IG 成员的船东互保协会，或由任何其他经由甲方和乙方特别同意的保险人出具的担保函。任何产生的争议应根据双方在附录 II(6):适用法律及管辖中所约定的程序解决。

5. After termination of the pollution control and cleanup action, Party B shall present to Party A the breakdown and evidence for the expenses incurred, and such documents shall be supported by the bills demonstrating the funds actually expended or details of payment made to relevant persons. Party A shall within 30 working days pay the undisputed sum. As for the sum in dispute, Party A shall provide an appropriate security if required by Party B, and such security to be in the form of a letter of undertaking issued by an IG P&I Club if offered, or by any other insurer specifically agreed between Party A and Party B. Any dispute between the parties shall be resolved in accordance with the agreed procedures of Appendix II.6-Applicable Law and Jurisdiction.

6、 如果乙方在双方就合理的污染控制和清除费用达成一致并签署和解协议后 2 个月内没有收到船舶污染清除费，则自第三个月起至乙方收到所有未支付的款项为止，甲方应以全国银行间同业拆借中心公布的同期贷款市场报价利率(LPR)加 1%承担利息。

6. If Party B fails to receive the ship pollution response fees within 2 months after both parties reach agreement on the reasonable amount of pollution response and

cleaning fee and Settlement Agreement is mutually signed, Party A shall be liable for the interests at the rate of the Loan Prime Rate (LPR) for the same period published by the National Inter-bank Lending Center plus 1% from the first day of third month until Party B receives the outstanding fees in full.

7、 乙方应按照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采取合理行动，如甲方对该行动的必要性和合理性等存在质疑，其应向该应急指挥机构或者海事管理机构提出异议，但不影响甲方向乙方支付已经采取行动产生的费用。

7. Party B shall take reasonable actions in accordance with the instructions or requirements from the ship pollution accident emergency command authority or the maritime safety administration. If Party A has any question or objection to the necessity or reasonableness of such actions, it should raise it to the aforesaid authorities, but Party A should still be liable for the fees in relation to the actions that Party B has already taken.

8、 若甲方未支付或未足额支付乙方各项费用，也未提供可接受的担保，乙方可在法律规定的范围内留置甲方动产，并有权就该动产优先受偿。乙方应妥善保管留置的财产；因保管不善致使留置财产毁损、灭失的，应当承担赔偿责任。

8. If Party A fails to pay or fails to pay in full the fees due to Party B, and fails to provide a security acceptable to Party B, Party B may lawfully exercise a lien on Party A's movable property. Party B shall have the right to be paid in priority from the property subject to a lien. Party B shall properly take care of such property and should be liable for any damage /loss of the property if such loss or damage is caused by any improper care by Party B.

附录 II (3)：保密义务

Appendix II.3 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。除依法在诉讼或仲裁程序中向法院或仲裁庭披露，或可向其各自保险人、通讯代理、律师或双方同意的第三人披露本协议，以及海事管理机构等可依法取得该资料和信息的信息政府主管机关外，甲乙双方不得向其它第三方披露本协议、相关资料和信息。

After conclusion of this Agreement, regardless of the expiry or termination of this Agreement, both parties are obliged to keep all the materials and information provided by the counterparty confidential. Except that both parties may disclose this Agreement to the court or arbitral tribunal in litigation or arbitration proceedings as per law, to their respective insurers, correspondents, lawyers, or third parties agreed to by both parties, competent government authorities such as MSA that may obtain the said materials and information in accordance with law, both parties shall not disclose this Agreement, relevant materials or information to other third parties.

附录 II (4)：违约及侵权责任

Appendix II.4 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 any damage or loss is caused by the breach of contract or fault of either Party A or Party B in performance of this Agreement, the party in breach should be

liable for breach of contract to the other party in accordance with this Agreement or be liable in tort to the other party in accordance with the 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 any damage or loss to a third party is caused by Party A and/or Party B in performance of this Agreement, or where any damage or loss to Party A or Party B is caused by any third party, the party concerned shall bear corresponding liability in accordance with the 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，甲方应当根据第四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 following 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 this agreement. However, Party A shall, in accordance with the stipulation of Article 4 of this Agreement, pay Party B the expenses incurred for pollution control and cleanup action that Party B has actually conducted in accordance with this Agreement.

4、 由于海事主管机关的禁令、恶劣天气、恶劣海况等不可抗力或其它不可归责于乙方的原因致使乙方有理由认为履行本协议不安全，造成乙方无法履行本协议时，不视为乙方违反协议，乙方不承担任何责任。

4. Where Party B cannot perform this Agreement due to force majeure or other causes not attributable to the fault of Party B such as prohibition of MSA or bad weather and rough sea which in the reasonable opinion of Party B would render performance of the Agreement unsafe, it shall not constitute a breach of this Agreement by Party B, and Party B shall bear no liability.

附录 II（5）：反贿赂

Appendix II.5 Anti-bribery

甲乙双方应当严格遵守所有法律、法规和政策规定，包括遵守有关反腐败、反商业贿赂的法律、法规和政策规定；甲乙双方不得直接或间接向签署、执行本协议或对本协议的达成或执行具有影响力的第三方、对方有关人员给予或承诺给予任何现金、实物或其他不正当利益。

Party A and Party B shall strictly abide by all laws, regulations, and policies, including those related to anti-corruption and anti-commercial bribery; both parties shall not directly or indirectly give or promise to give any cash, in-kind or other illegitimate benefits to third parties or to the relevant personnel of Party A and Party B who have signed and executed this Agreement or have influence on the conclusion or execution of this Agreement.

附录 II（6）：适用法律及管辖

Appendix II.6 Applicable Law and Jurisdiction

1、本协议及其项下争议适用中华人民共和国（不含港澳台）法律。

1. Laws of the People's Republic of China (excluding Hong Kong, Macao and Taiwan) 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.

附录 II (7)

Appendix II.7

本协议由中英两种文字制成，两种文本具有相同的法律效力。若两种文本有任何不一致，以中文版本为准。

This Agreement is made in both Chinese and English, and the two versions shall have the same legal effects. In case of any inconsistency between two versions, the

Chinese version shall prevail.

附录 II (8) : 协议份数

Appendix II.8: Copy of this Agreement

本协议正本一式三份，具有同等法律效力，甲方持一份，乙方持一份，一份由乙方及时提交天津防污染协会，一份扫描件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 triplicates; each copy bears the same legal effect. Party A holds one copy, Party B holds one copy, one copy of the agreement shall be submitted to Tianjin SPPA and one scan copy submitted to the local MSA at the port by Party B in such a timely fashion that the vessel's entry, operation or departure will not be delayed.

附录 III (1) : 船舶污染清除协议费用

Appendix III.1 Ship Pollution Response Agreement Fee

天津港海域船舶污染清除协议收费项目及内容
Ship Pollution Response Agreement Changing Item of Tianjin port

船舶类型 Type	载运散装油类货物的船舶 Ships carrying oils in bulk			载运油类之外的其他散装液体污染 危害性货物的船舶 Ships carrying bulk liquid pollution Hazard cargo other than oils in bulk		载运非散装液体污染危害性货物的船舶 Other ships	
	港区内 Within port	进出港口 Entering into and Exiting port	装卸、过驳 Loading and unloading, transshipment	进出港口 Entering into and Exiting port	装卸、过驳 Loading and unloading, transshipment	进出港口 Entering into and Exiting port	装卸、过驳 Loading and unloading, transshipment
服务区域 Area							
单位等级 Grade							
一级(Grade One) \$280(280USD)or ¥1850 (1850RMB)	1 万总吨以上 (GT10,000 and above)	1 万总吨以上 (GT10,000 and above)	距岸 20 海里以外我局管辖 水域 (Beyond 20 nautical miles from shore in the water area under the jurisdiction of Tianjin MSA)	1 万总吨以上 (GT10,000 and above)	距岸 20 海里以外我局管辖 水域 (Beyond 20 nautical miles from shore in the water area under the jurisdiction of Tianjin MSA)	5 万总吨以上 (GT50,000 and above)	距岸 20 海里以外我局管辖 水域 (Beyond 20 nautical miles from shore in the water area under the jurisdiction of Tianjin MSA)
二级(Grade Two) \$220(220USD)or ¥1450(1450RMB)	2000 至 1 万总吨 (GT2,000 to GT10,000)	1 万总吨以下 (Below GT10,000)	距岸 20 海里以内我局管辖 水域 (Within 20 nautical miles from shore in the water area under the jurisdiction of Tianjin MSA)	1 万总吨以下 (Below GT10,000)	距岸 20 海里以内我局管辖 水域 (Within 20 nautical miles from shore in the water area under the jurisdiction of Tianjin MSA)	3 万至 5 万总吨 (GT30,000 to GT50,000)	距岸 20 海里以内我局管辖 水域 (Within 20 nautical miles from shore in the water area under the jurisdiction of Tianjin MSA)
三级(Grade Three) \$160(160USD)or ¥1050(1050RMB)	600 至 2000 总吨 (GT600 to GT2,000)					2 万至 3 万总吨 (GT20,000 to GT30,000)	
四级(Grade Four) \$100(100USD)or ¥650(650RMB)	600 总吨以下 (Below GT600)					1 万至 2 万总吨 (GT10,000 to GT20,000)	



支付方式

Mode of payment

甲方同意按附录二（1）付《船舶污染清除协议》费用；

Party A agrees to pay the fee for <Ship Pollution Removal Agreement> in accordance with Appendix II (1);

支付方式和期限：一次性支付（ ） 分期支付（ ）

Mode of payment and time limit: one-off payment（ ） installment payment（ ）

乙方指定账户：

公司名称：天津昌赢环保工程有限公司

公司税号：91120116MACU4XD941

公司地址：天津自贸试验区（中心商务区）迎宾大道1988号
浙商大厦1-2112

联系电话：022-28190456

开户银行：中国银行天津响螺湾支行

银行账号：271398334182

附录三（2）：船舶污染清除费费率

Appendix III.2 Ship Pollution Response Expense Tariff

请参见我公司网站：<http://tjchangwin.com/>

Please access here: <http://tjchangwin.com/>

附录四 应急清除能力资质证明

Appendix IV: Certification of Emergency Respond Clean Pollutant Ability



附录五（1）船舶相关动态信息

Appendix V.1: Vessel Dynamic Information

船舶污染清除协议甲方 Who Signed the agreement with SPRO	
船舶污染清除协议编号 SPRO Agreement No.	
船名 Name of VSL	
IMO 编号 IMO No..	
船舶种类 Ship Type	
船舶总吨 G.T	
船舶呼号 Call Sign	
船舶代理信息 Ship Agent Contact Details	
甲方协议船舶应急联络方式 Emergency contact details of the agreed VSL	PIC:
	Email:
	Tel:
预计到港时间 ETA	
船舶离港时间 ETD	
挂靠码头或泊位信息 Berth/Terminal	
载运货物的种类和数量 Type & Quantity of cargo	<input type="checkbox"/> 油类 oil <input type="checkbox"/> 其他散装液体污染危害性货物 pollution hazardous bulk liquid <input type="checkbox"/> 其他货物 other cargo: 货物名称 cargo name _____ <input type="checkbox"/> 空载 Non-load
正确运输名称和危险特性（如有） Proper shipping name and dangerous properties of the cargo onboard(if any)	

附录五（2）：船舶相关值守信息

Appendix V.2: Vessel Standby Information

服务公司 Service company	天津昌赢环保工程有限公司 Tianjin Changwin Environmental Protection Engineering Co. , Ltd.
24 小时应急电话 TEL(24Hours Emergency)	+86-22-28190456
联系人 Contact Person	
Email	
待命船舶 Service Barge	
待命船位置 Location of Service Barge	

附录五（3）：船舶值守的取消

Appendix V.3: Cancellation of Vessel Standby

致：天津昌赢环保工程有限公司

To: Tianjin Changwin Environmental Protection Engineering Co. , Ltd.

根据贵我双方《船舶污染清除协议》第一条第 1 款的规定，我轮向贵司提供的离港信息如下：

Good Day! As required by the Article 1 paragraph 1 of **Agreement for Ship Pollution Response**, we herewith provide the departure report as follows.

1. 船名/Vessel Name:
2. IMO 编号/IMO No. :
3. 泊位/Berth:
4. 预计离港时间/ETD:

请确认收到此邮件,并在我轮离港后解除值守。谢谢！

Pls kindly acknowledge this message by return and cancel such standby status after our vessel has departed from the service area. Thank you.

致：_____ 轮

To: MV/MT: _____

您好！邮件已收悉。根据贵我双方《船舶污染清除协议》第二条第 4 款的规定，我司会在贵轮离港后解除应急值守服务，谢谢！

Good Day! Acknowledged safe receipt of you msg.As required by the Article 2 paragraph 4 of **Agreement for Ship Pollution Response**, we will cancel such standby status after your vessel has departed from the service area. Thank you.

天津昌赢环保工程有限公司

Tianjin Changwin Environmental Protection Engineering Co. , Ltd.