

# Club Circular

## Ship Pollution Response Organisation (SPRO) Agreements in China – New International Group of P&I Clubs (IG) and China Diving & Salvage (CDSA) SPRO Agreement

July 2025

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This IG Circular provides Members with an update on the new SPRO template agreement jointly agreed by the Group Clubs and CDSA.

### **New IG and CDSA SPRO Agreement**

The Group Clubs are pleased to announce that the IG and CDSA have agreed a Sample Agreement for Ship Pollution Response (Sample Agreement) and a Ship Pollution Response Expense Tariff (SPRO Tariff). ITOPF, on behalf of the Group Clubs, reviewed the SPRO Tariff. Both the Sample Agreement and SPRO Tariff are attached to this Circular.

### **CDSA**

CDSA is a state-level non-profit association which is constituted by enterprises and institutions specialising in a variety of fields, including pollution prevention. In 2020, CDSA was granted approval by China MSA to assess and certify SPROs in China. Today CDSA's members include over 50 SPROs across China, details of which can be found on their website - [Certified SPRO Companies](#).

Recognising the unique role CDSA plays in ship pollution response in China, the IG and CDSA have worked together to agree this Sample Agreement and SPRO Tariff, in conjunction with ITOPF.

### **2025 China Maritime Safety Administration (MSA) SPRO Template**

#### **STEAMSHIP MUTUAL UNDERWRITING ASSOCIATION LIMITED**

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Registered in England and Wales – Registration number 105461. PRA and FCA registration number 202548)

#### **MANAGERS: STEAMSHIP P&I MANAGEMENT LLP**

SPIM is an appointed representative of Steamship Insurance Management Services Limited which is authorised and regulated by the Financial Conduct Authority (Registered in England and Wales – Registration Number OC376859. FCA registration number 597046)



In May 2025, China MSA published a new template SPRO Agreement (2025 MSA SPRO Template). This new 2025 MSA SPRO Template, was published alongside revised Administrative Measures for the Ship Pollution Response Agreement Regime, which do not materially impact the Group Clubs' Members.

Compared to the 2012 MSA template SPRO agreement, the 2025 MSA SPRO Template has been significantly simplified and removes provisions relating to liability, insurance and law & jurisdiction. Aside from the introduction, the new template contains just four articles addressing the rights and obligations of the parties (set out in Articles 1 and 2, both of which are mandatory), entry into force and termination provisions. The parties are then free to negotiate and agree additional clauses.

The Sample Agreement mirrors the mandatory Articles in the 2025 MSA SPRO Template and is otherwise consistent with its terms. It also addresses additional important issues, such as fees, liability, insurance and the relevant law & jurisdiction, which fall within the scope of the IG's Guidelines.

The Group Clubs recommend that where Members are asked to enter into a SPRO agreement with a SPRO that is a member of CDSA, that they do so in accordance with the Sample Agreement and SPRO Tariff. CDSA will also recommend to its SPRO members to contract on these terms.

Recognising that not all SPROs are members of CDSA, the Group Clubs appreciate that other SPROs may seek to contract using the 2025 MSA SPRO Template either with or without additional clauses. In such circumstances, the Group Clubs recommend Members ask the SPRO in question to contract on the same terms as the Sample Agreement given it has been drafted to ensure consistency with the 2025 MSA SPRO Template and the IG's Guidelines.

Where a SPRO refuses to contract on such terms or Members are in any doubt about the agreement or tariff, then it is recommended that they contact their Club before contracting with any SPRO.

For the avoidance of doubt, the previous 2014 IG recommended wording remains conforming.

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

Yours faithfully,  
Steamship Mutual Underwriting Association Limited.

Circular No. L.465

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国际保赔协会集团与中国潜水救捞行业协会[2025]版

协议编号：

IG-CDSA July 2025 Version

Agreement No.:

**船舶污染清除协议  
(样本)**

**Agreement for Ship Pollution Response  
(Sample)**

**国际保赔协会集团与中国潜水救捞行业协会联合制定**

**Jointly Formulated by International Group of P&I Clubs and  
China Diving and Salvage Association**

## 协议样本说明

### Introduction to the Sample Agreement

一、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》和《船舶污染清除协议制度管理办法》（以下简称“《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（以下简称“本协议”），并由双方共同恪守。

1. In accordance with the relevant provisions of *the Civil Code of the People's Republic of China, the Marine Environment Protection Law of the People's 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 *Administration Measures for Ship Pollution Response Agreement System* (hereinafter referred to as “the Administrative Measures”) and other laws and regulations, Party A and Party B agree to reach the following agreement (hereinafter referred to as “this Agreement”) after amicable negotiations and on the basis of truthfully and completely expressing respective intentions, and this Agreement shall be abided by both Party A and Party B.

二、船舶经营人<sup>1</sup>（甲方）与取得相应污染清除能力与信用等级的船舶污染清除单位（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》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 Operators<sup>2</sup> (Party A) shall, prior to ship's operation or entering into a port, conclude this Agreement with a qualified ship pollution response organization (Party B) with the corresponding pollution response capability and credit rating in accordance with relevant provisions of *the Regulations on Administration of the 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*

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<sup>1</sup> 根据 2025 年 5 月 20 日起生效的《船舶污染清除协议制度管理办法》“船舶经营人”是指船舶所有人、船舶管理人或者水路运输许可证书上所载的经营人。

<sup>2</sup> According to the Administration Measures for Ship Pollution Response Agreement System which took into effect from 20 May 2025, “Ship Operators” means the ship owners, ship managers, or operator specified in the water transport license.

*from Ships and the Administrative Measures.*

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 the right of 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，双方应当协商确定。

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

五、本协议采用 14 位数字编号(如 01-1001-2024-0001)，其中，前两位表示地区代码，第 3 至 6 位表示船舶污染清除单位代码，由中国潜水救捞行业协会颁发的船舶污染清除能力与信用评估等级证书编号后四位组成（第 3 位表示船舶污染清除单位污染清除能力与信用等级，分别用 1、2、3、4 对应一、二、三、四级船舶污染清除单位的污染清除能力与信用等级），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。

地区代码如下：辽宁 01，天津 02，河北 03，山东 04，江苏 05，福建 06，上海 07，浙江 08，广东 09，深圳 10，广西 11，海南 12，连云港 13。

5. This Agreement adopts fourteen-digit numbers as its serial number (such as 01-1001-2024-0001), amongst which the first two digits represent area code; the third to sixth digit represents the last four codes of the SPRO's pollution response capability and credit rating certificate number determined by the China Diving and Salvage Association, (the third digit represents the pollution response capability and credit rating of the ship pollution response organization (SPRO), 1, 2, 3 and 4 respectively represents level-1, level-2, level-3 and level-4); 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 to be determined by the SPRO.

Area codes are as follows: Liaoning 01, Tianjin 02, Hebei 03, Shandong 04, Jiangsu 05, Fujian 06, Shanghai 07, Zhejiang 08, Guangdong 09, Shenzhen 10, Guangxi 11, Hainan 12, Lianyungang 13.

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:

电子邮箱:

E-mail:

乙方:

Party B:

污染清除能力与信用等级及服务区域:

Pollution response capability, credit rating 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 小时应急电话)\_\_\_\_\_传真:

Telephone: \_\_\_\_\_(24-hour emergency number)\_\_\_\_\_Fax:

电子邮箱:

E-mail:

## 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”, 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 Article2 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 onboard the agreed ships, and shall ensure that the relevant personnel onboard 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、乙方应当具备并保持符合《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》和《船舶污染清除单位应急清污能力要求（JT/T1081-2016）》规定的相应等级的应急清污能力，乙方不满足其所称相应等级应急清污能力时，应当于 12 小时内通知甲方。

1. Party B shall possess and maintain the corresponding level of emergency pollution response capability required by *the Regulations of the People's Republic of China on Emergency Preparedness and Response on Marine Environment Pollution from Ships* and the Requirements on Emergency Pollution Response Capability of Ship Pollution Response Organization (JT/T1081-2016). Party B shall inform Party A within 12 hours once Party B fails to meet its alleged level of emergency response capability.

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 informs Party A of the 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 contact person and ensure that such 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 an emergency contact number, and the number shall be kept attended. Where Party B needs to change its contact person or contact detail, 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，能够在规定的应急响应时间内到达现场。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。法律、法规和规章等如有要求，协议船舶从事油类或散装有毒液体物质过驳作业的，乙方应当按照有关要求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 emergency standby duty and make sure that the emergency ships, facilities and equipment are on standby. Party B shall, as required by this 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. Where required by laws, regulations, rules etc., in case of the agreed ships engaged in transfers of oil or bulk HNS liquid cargo by STS operation, 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 or unloading operation of oil or bulk HNS liquid cargo, Party B shall make sure that around the agreed ships oil boom is deployed or other appropriate alternative measures are taken.

5、乙方应当在签订本协议时，向甲方提供其制定的污染清除作业方案中英文文本。若污染清除作业方案中文和英文版本不一致，以中文为准。

5. Party B shall, when concluding this Agreement, provide Party A with a Chinese and English versions of the Pollution Response Operation Plan formulated by Party B. In case of any inconsistency between the Chinese and English versions of the Pollution Response Operation Plan, the Chinese version shall prevail.

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 保险**

#### **Article 3 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.

### **第四条 费用**

#### **Article 4 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 the ship pollution response fees to Party B in accordance with the rates (Appendix II.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。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4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 II.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 4 (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第九条 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 Article 9 - 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.

## 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的政府主管机关外，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.

## 第六条 生效、延续、变更和终止

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

1、本协议有效期为：

☐ 固定期限为\_\_年（或月）；自\_\_年\_\_月\_\_日起至\_\_年\_\_月\_\_日止。

☐ 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:

☐ Fixed term of\_\_year(s) [or month(s) or day(s)]; from [ ][ ][ ] to [ ][ ][ ].

☐ \_\_\_voyage(s) 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、有效期届满前，双方对本协议延长期间书面确认后，本协议自动延续。

2. This Agreement can be extended after confirmation by both parties in writing prior to its expiration.

3、协议终止：

1) 未发生溢油时的协议终止。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。

2) 发生溢油时的协议终止。（1）协议终止前，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）即使有本协议其他条款的约定，协议的任何一方都有权在根据本协议通知另一方后终止协议。

3. Termination of Agreement

1) Termination of Agreement in the absence of an oil spill: In case Party A or Party B needs to modify or terminate this 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.

2) 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.

4、甲乙双方终止本协议，因一方违约或者因各种原因导致本协议无效的，应当立即向海事管理机构报告。

4. In the event of termination of this Agreement by mutual consent, or this

Agreement becomes invalid due to breach of the Agreement by either Party or other reason, both parties shall immediately notify the Maritime Safety Administration.

5. 甲方协议船舶名单变动时须及时告知乙方，如因甲方未及时告知导致甲方船舶不能正常进出港口、装卸、过驳作业等，乙方不负任何责任。
5. Party A shall promptly inform Party B of any change in the List of the Agreed Ships. If Party A fails to do so, Party B shall not be held responsible for the failure of entry into/departure from the port, loading/discharge, or lightering operation of Party A's ships.

## **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 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.

## **第八条 反贿赂**

### **Article 8 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.

## **第九条 适用法律及管辖**

### **Article 9 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、 对本协议及其项下争议，由双方协商解决；协商不成的，依法向中华人民共和国有管辖权的海事法院提起诉讼。

2. Any and all disputes arising from this Agreement shall be solved through both parties' mutual negotiation. If no resolution is reached after negotiation, the parties shall file a lawsuit to a maritime court of the People's Republic of China with jurisdiction according to law.

**第十条** 本协议未尽事项，双方可另行协商后签订补充协议（见附录三）。本协议的签订不影响甲乙双方根据有关国际公约、法律、法规、规章和司法解释等规定应享有的权利（包括但不限于赔偿责任限制的权利）和承担的义务。

**Article 10** With respect to any matters not covered by this Agreement, both parties may conclude a supplementary agreement through negotiation (Appendix III). This Agreement shall not prejudice the rights (including but not limited to right of liability limitation for claims) and obligations that shall be enjoyed or borne by both parties in accordance with relevant international conventions, laws, regulations, rules and judicial interpretations.

**第十一条** 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。

**Article 11** 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.

## **第十二条 协议份数**

### **Article 12 Copies of this Agreement**

1、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。

1. This original Agreement is in \_\_ copy, each (every) copy bears the same legal effect. Party A holds \_\_ copy (copies), Party B holds \_\_ copy (copies), and one copy of this Agreement shall be submitted by Party B to the local MSA timely to ensure that the ship's entry, operation or departure will not be delayed.

甲方(盖章):

Party A (stamp):

法定代表人/委托代理人(签名):

Legal representative/Entrusted representative: (signature)

日期: 年 月 日

Date:

乙方(盖章):

Party B (stamp):

法定代表人/委托代理人(签名):

Legal representative/Entrusted representative: (signature)

日期: 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 ship	IMO number or Call sign	Other matters to be remarked

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)**

支付方式

**Method of payment**

IG - CDSA

Ship Pollution Response Expense Tariff (Appendix II.2 of SPRO Agreement)

国际保赔协会集团 - 中国潜水救捞行业协会

船舶污染清除费费率【船舶污染清除协议附录二（2）】

## 1. Scope of Application 适用范围

The “Ship Pollution Response Expense Tariff” (“SPRO tariff”) shall apply to oil pollution incidents occurring within waters under the jurisdictional waters of the People’s Republic of China (internal waters, territorial seas, contiguous zones, exclusive economic zones and continental shelves, and other seas under its jurisdiction). It may also apply to waters outside the aforementioned waters when there is a potential threat to the marine environment within the jurisdiction of the People’s Republic of China.

“船舶污染清除费费率”(简称“清污费率”)适用于发生在中华人民共和国管辖水域(内水、领海、毗连区、专属经济区 and 大陆架以及其他管辖海域)内的油污事故，当中华人民共和国管辖范围内的海洋环境可能受到损害威胁时，也可适用于前述水域以外。

Oil pollution refers to one or a series of events in which a vessel leaks persistent or non-persistent oils, fuel oil or their residuals and causes oil pollution damage, or the vessel constitutes serious and urgent oil pollution damage threat although it does not leak oil.

油污是指船舶泄漏持久性或者非持久性油类、燃料油或者其残余物造成油污损害，或者船舶虽未泄漏油类但构成严重、紧急的油污损害威胁的一件或者一系列事件。

The tariff is reviewed by ITOPF, approved by IG and send to the vessels/shipowners under the coverage of the member P&I Clubs of IG for use. The SPRO members of CDSA shall prepare the Ship Pollution Response Expense Tariff as Appendix II.2 of the SPRO Agreement according to this Tariff and the conditions of the member’s OSR ships, personnel, equipment and consumables. The tariff should be reviewed at least every two years.

该价格清单已获得 ITOPF 认可，IG 同意并向 IG 成员船东互保协会推送给其所承保的船舶/船东使用。CDSA 的船舶污染清除会员应参照此费率表，结合会员所属清污船舶、人员、设备及消耗品的具体情况制定船舶污染清除费费率作为船舶污染清除协议的附录二（2）。该价格清单至少每两年复审一次。

## 2. Composition of Tariff 价格的构成

Total = (Direct costs + Management costs (12% of Direct Costs)) + VAT (6%)

合计= (直接成本+管理成本(12%直接成本)) + 增值税(6%)

### 3. Tariff of OSR Ships 船舶作业费率

Type of ship 船型	Description 描述	Proposed Rate 建议的费率
<b>Oil spill emergency response ship</b> (i.e. specialized ships that meet SPRO capability requirements)  <b>溢油应急处置船</b> (即符合污染清除作业能力要求的专用船)	Total power of ship's main engine between 111kW and 373kW 船舶主机总功率 111-373 千瓦及以下	¥56.88/kW/day 每千瓦 56.88 元/天
	Total power of ship's main engine between 374kW and 3,730kW 船舶主机总功率 374-3730 千瓦	¥38.38/kW/day 每千瓦 38.38 元/天
	Total power of ship's main engine above 3,731kW 船舶主机总功率 3731 千瓦及以上	According to the market charter price during operation 按照作业时市场租赁价格计算
<b>Auxiliary operation ships</b> (i.e. Traffic boats, Anchor boats, Tugs, Inflatable assault boat)  <b>辅助作业船</b> (即 交通船、锚船、拖船、充气式冲锋舟)	Total power of ship's main engine between 111kW and 373kW 船舶主机总功率 111-373 千瓦及以下	¥45.50/kW/day 每千瓦 45.50 元/天
	Total power of ship's main engine between 374kW and 3730kW 船舶主机总功率 374-3730 千瓦	¥30.70/kW/day 每千瓦 30.70 元/天
	Total power of ship's main engine above 3731kW 船舶主机总功率 3731 千瓦及以上	According to the market charter price during operation 按照作业时市场租赁价格计算
<b>Small Oil spill emergency response ship and Auxiliary operation ships</b> 小功率溢油应急处置船和辅助作业船	Total power of ship's main engine under 110kW 船舶主机总功率 110 千瓦及以下	¥68.90/kW/day 每千瓦 68.90 元/天

<b>Ship for temporary oil storage</b> (i.e. oil tankers used to receive, store and transport recovered oily water) <b>临时储油船</b> (即用于接收、储存和运输回收含油水的油船)		According to the market charter price during operation plus 15%  按照作业时市场租赁价格+15%计算。
<b>Other ships</b> (i.e. any ship not in the categories as mentioned above) <b>其他船舶</b> (即不属于上述类别的任何船舶)		According to the market charter price during operation plus 15%.  按照作业时市场租赁价格+15%计算。

- The "day" referred to as the aforementioned billing basis means a "natural day". If the billable time in one natural day reaches 8 hours or more, it will be counted as one day, but if the billable time is less than 8 hours, it will be counted as half a day.  
前述计费依据的“天”指“自然日”，自然日中可计费时间达 8 小时及以上按一天计，不满 8 小时按半天计费。
- Billable time begins from the time the ship starts performing the emergency response service or leaves from her base according to the instruction from emergency command agency, and continues until the ship returns to her base upon completion of the OSR operation. If there are other operations and the ship doesn't need to return to her base, billable time ends upon completion of the OSR operations.  
船舶的计费时间，自船舶根据应急指挥机构的指令开始执行应急处置作业或者离开其停泊基地时起，至任务结束返回原停泊基地时止。如另有任务不需返回原停泊基地，至原任务结束时止。
- Working time refers to the time the ship leaves her base and head to the OSR site according to the instruction from the emergency command agency, implement emergency response or monitoring at the OSR site, return to her base upon completion of the OSR, and supplement materials and supplies.  
船舶的作业时间，系指船舶根据应急指挥机构的指令，离开停泊基地前往污染事故现场、在污染事故现场实施应急处置或监视监测、结束应急处置后返回停泊基地以及补充物资给养的时间。
- Standby time refers to the time during which the vessel docks or waits for further instructions at nearby docks, anchorages, platforms, other vessel berthing bases, or leaves the OSR site for shelter from wind, etc., in accordance with the instructions of the emergency command agency or the needs of on-site operations.  
船舶的待命时间，系指船舶根据应急指挥机构的指令或者现场作业需要，在附近码头、锚地、平台、其他船舶等停泊基地靠泊或者锚泊等待进一步的指令，或者离开污染事故现场进行避风等的时间。
- Standby fee is charged at 50%.  
待命费率 50%。
- Vessel rates include costs for fixed equipment and normal crew manning. Additional mobile equipment and consumables are charged separately.  
船舶费率包括固定设备和正常配员的费用。额外的移动设备和消耗品单独收费。

- Actual fuel consumption during OSR is determined based on the fuel consumption evidence provided by SPROs, combined with the power, fuel consumption rate, and fuel consumption coefficient of the main engine and auxiliary engine. The unit price of fuel is calculated based on the market price at the time of operations. In the absence of evidence of oil consumption, estimation will be made based on  $KW * 0.2 \text{ kg} * \text{working time of the main engine and/or auxiliary engine}$  (excluding ships of 3731KW and above).

船舶在应急处置作业中实际消耗的燃油数量，根据船舶污染清除单位提供的油类消耗证明材料，结合主机、辅机功率、耗油率、主机耗油系数等进行核定。燃油的单价按照应急处置行动当时的市场价格计算。如果缺乏油类消耗证明材料，按照  $KW*0.2 \text{ 千克} * \text{主机及/或辅机工作时间}$  估算（3731KW 及以上船舶除外）。

#### 4. Tariff of OSR Personnel 应急处置人员费率

Role 岗位	Descriptions 描述	Daily Rate (Class III City, base rate) 日费率 III 类城市基础费率	Daily Rate (Class II City, 10% uplift) 日费率 II 类城市上浮 10%	Daily Rate (Class I City, 20% uplift) 日费率 I 类城市上浮 20%	Overtime Hourly Rate (outside of 0800-1700) 0800-1700 以外加班小时费率
Senior Commander 高级指挥人员	A person who is capable of overall control of the OSR and comprehensively assesses risks based on situation, makes timely OSR decisions, and effectively organizes implementation. 具备对船舶污染事故应急反应的宏观掌控能力，根据事故情形综合评估风险，及时做出应急反应决策,并有效组织实施的人员。	¥3,280	¥3,608	¥3,936	¥ 615.0
Onsite Commander 现场指挥人员	A person who formulates specific OSR plans based on the OSR decision, organises OSR operators to carry out operations. 根据指挥机构的决策，结合现场情况制定具体的应急处置方案，并组织应急操作人员实施应急操作的人员。	¥2,400	¥2,640	¥2,880	¥ 450.0
OSR Operator 应急操作人员	A person who has basic response knowledge and skill and uses professional emergency equipment and devices and carry out operations onsite.	¥1,360	¥1,496	¥1,632	¥ 255.0



	具备应急反应的基本知识和技能, 使用专业应急设备和器材在现场实施应急处置作业的人员。				
Ordinary Operator 普通操作人员	A person who uses simple tools to participate in OSR, without requirement of professional training. 不需要经过专业培训、使用简单工具参与现场应急处置作业的人员。	¥1,120	¥1,232	¥1,344	¥ 210.0
Logistic Service Support Personnel 后勤保障人员	Office staff engaged in procurement, information liaison, accommodation arrangements etc. for OSR. 为应急处置作业从事物资采购、信息联络、食宿安排等事务性工作的办公人员。	¥1,120	¥1,232	¥1,344	¥ 210.0
Consulting Expert 咨询专家	Experts providing consultation and advice for OSR plan and strategy. 为船舶污染事故应急处置提供辅助指挥和决策咨询建议的专家人员。	¥6,640	¥7,304	¥7,968	¥ 1,245.0
Special Operation Personnel 特种作业人员	Professionals such as divers, UAV operators and diving equipment operators. 指潜水员、无人机操作员、深潜设备操作员等应急处置工作所需的专业人员。	¥3,280	¥3,608	¥3,936	¥ 615.0

- The "day" referred to as the above-mentioned billing basis means a "natural day", 8 working hours for a day, and reasonable overtime pay shall be paid for working time over 8 hours.

前述计费依据的“天”指“自然日”，每天工作时间为 8 小时，8 小时以上应支付合理的加班费。

- OSR personnel costs refer to the cost of personnel participating in emergency response operation. The normal manning of the OSR ships should not charge the OSR personnel cost.

人员费用系指在应急处置过程中，参加应急处置行动的人员费用。船舶日常配员不计入人员费用。

- Billable time of OSR Personnel begins from the time the person leaves his/her base in accordance with the instruction from the emergency command agency or his company, and continues until the ship returns to the base upon completion of the OSR. If there are other operations and the person doesn't need to return to the base, billable time ends upon completion of the OSR operations.

- The OSR Personnel cost is calculated on a daily basis. Any period of less than one day will be rounded up to one full day. Overtime fees apply only to OSR Personnel performing emergency response, monitoring or other operations at the OSR site for oil cleaning or pollution prevention. The Overtime fee is calculated on an hourly basis. Any period of less than one hour will be rounded up to one hour. The billable time per person shall not exceed 14 hours per day.

人员费的计费时间，自应急人员接到应急指挥机构或其公司的指令离开基地时起，至任务结束返回基地时止。如另有任务不需返回基地的，至任务结束时止。

人员费的计费时间按“天”计算，不足一天的，以一天计费。加班费仅适用于应急处置人员在污染事故现场实施应急处置或监视监测等有助于污染清除或防控的作业时间。加班时间以小时为单位，不足 1 小时的，按 1 小时计算。计费时间每人每日不超过 14 小时。

- Standby time of OSR personnel refers to the time during which the vessel docks or waits for further instructions at nearby docks, anchorages, platforms, other vessel berthing bases, or leaves the OSR site for shelter from wind, etc., in accordance with the instructions of the emergency command agency or the needs of on-site operations.

人员的待命时间，系指应急处置人员根据应急指挥机构的指令或者现场作业需要，在附近码头、锚地、平台、其他船舶等停泊基地等待进一步的指令，或者离开污染事故现场进行避风等的时间。

- Standby fee is charged at 50%.

待命费率 50%:

- OSR personnel fee in different regions should be determined based on the floating rate applicable to the city. The cost for each position should be calculated based on the corresponding base rate of that role and the corresponding category of the city which shall be determined according to the income level of residents in the city (see the Attachment) where the OSR is provided. Floating rate for the city is not applicable to the overtime hourly rate.

不同地区的人员费用应当按城市浮动费率核定。各岗位作业人员费用应在其相应岗位基础费率核算基础上，根据应急作业所在城市的居民收入水平确定城市类别（详见附表：44 个沿海港口城市分类及浮动费率系数表），按照相应类别的费率比例予以浮动核算。加班费不考虑城市浮动费率。

- List and certificates of OSR personnel. The SPRO shall provide a list of OSR personnel and certificates or training certificates of Senior Commander, Onsite Commander and OSR Operators conforming to relevant national regulations and technical standards.

应急人员的名单、证书。清污单位应当提供应急人员的名单，并提供符合国家有关规定和技术标准的高级指挥人员、现场指挥人员、应急操作人员的证书或者培训证明等。

- The SPRO shall provide attendance statistics and work records of OSR personnel to prove the work content and time of various personnel participating in the operation.

清污单位应当提供应急人员的出勤统计表和工作情况记录，用以证明参加作业的各类应急人员的工作内容、作业时间。

## 5. Tariff of OSR Equipment 设备费率

Category 项目	Sub-category 分项目	Specification 规格参数	Proposed rate 费率
Boom 围油栏	Open water 开阔水域	PVC floatation. Height 1,500mm. PVC 浮式围油栏, 高度 1500mm	¥30/m/day
		PVC floatation. Height 1,100mm. PVC 浮式围油栏, 高度 1100mm	¥20/m/day
		Inflatable, Height 2,000mm (inc. winding frame, for all types of inflatable boom). 充气式围油栏, 包含卷绕架 (所有类型的充气式围油栏), 高度 2,000mm	¥39/m/day
		Inflatable, Height 1,500mm. 充气式围油栏, 高度 1500mm	¥35m/day
		Inflatable, Height 1,100mm. 充气式围油栏, 高度 1100mm	¥26m/day
	Non-open water 非开阔水域	Rubber solid floatation. Height 900mm. 橡胶固体浮式围油栏, 高度 900mm	¥25/m/day
		PVC floatation. Height 900mm. PVC 浮式围油栏, 高度 900mm	¥19/m/day
		PVC floatation. Height 600mm. PVC 浮式围油栏, 高度 600mm	¥12/m/day
	Beach/Shore boom 岸滩围油栏	Height 1100mm. 高度	¥65/m/day
		Height 900mm. 高度	¥50/m/day

		Height 750mm. 高度	¥40/m/day
		Height 600mm. 高度	¥30/m/day
	Fire boom 防火围油栏	Height 900mm. 高度	¥50/m/day
Ancillaries 辅助设备	Mooring anchor 固定锚	Up to 75kg 75kg 及以下	¥25/day
		190kg	¥50/day
		260kg	¥75/day
		300kg	¥100/day
	Buoy 浮筒		¥15/day
	Power station for floatation boom 充气式围油栏动力站		¥568/day
Skimmer 收油机	Dynamic inclined 动态斜面收油机	150m <sup>3</sup> /hour	¥4,500/day
		100m <sup>3</sup> /hour	¥3,500/day
		60m <sup>3</sup> /hour	¥2,000/day
		50m <sup>3</sup> /hour	¥1,800/day
	Weir 堰式收油机	50m <sup>3</sup> /hour	¥1,600/day
	Gear-disc 齿盘式收油机	100m <sup>3</sup> /hour	¥2,200/day

	Disc-brush 转盘转刷式收油机	60m <sup>3</sup> /hour	¥2,000/day
		50m <sup>3</sup> /hour	¥1,800/day
		40m <sup>3</sup> /hour	¥1,700/day
Dispersant applicator 喷洒装置	Fixed type 船上固定式	6.3kW, 140 L/min	¥900/day
		5.7kW, 140 L/min	¥800/day
		4.0kW, 120 L/min	¥700/day
	Portable 便携式	4.0kW, 40litre/min	¥285/day
Pressure washer 清洗装置	Hot water 热水	15L/min	¥669/day
		19L/min	¥850/day
	Cold water 冷水	15L/min	¥445/day
		19L/min	¥630/day
Unloading device 卸载装置	Unloading pump 卸载泵	250m <sup>3</sup> /hour	¥3,200/day
		100m <sup>3</sup> /hour	¥1,600/day
		80m <sup>3</sup> /hour	¥1,100/day
	Large centrifugal unloading 大型离心式卸载泵	300m <sup>3</sup> /hour	¥4,000/day
Storage	Oil bladder	70m <sup>3</sup>	¥990/day

储存	油囊	175m <sup>3</sup>	¥2,350/day
Safety 安全	Explosion-proof high frequency 防爆高频		¥200/unit/day

- Billable time of OSR equipment begins from the time such equipment is transported from the storage base, and continues until it is returned to the storage base.

油污应急设备的计费时间，自运离储存基地时起，至返回储存基地时止。

- Operation time refers to the time from the deployment of OSR equipment at the OSR site to the end of the operation. Standby time refers to any time within the billable time that is not counted as operation time.
- The billing period for OSR equipment is based on calendar days (24 hours between midnight of the current day and midnight of the next day). Any period of less than one day is rounded up to one full day. Operation time and standby time are not counted simultaneously.

作业时间系指油污应急设备在污染事故现场开始施放至作业停止的时间；待命时间系指在计费时间内除去作业时间之外的其他时间。

油污应急设备的计费时间以日历日（从当日零点到次日零点之间的 24 个小时）为单位，不足 1 日的，按 1 日计算。作业时间和待命时间不重复计算。

- Standby fee is charged at 50%.

待命费按 50%收取。

- The cost of use and standby of the OSR equipment should not exceed 2.0 times of the purchase cost. If purchase invoice is not available, retail price of the same or equivalent equipment should be referred as the purchase price.

油污应急设备的使用费用及待命费用不应超过购置价格的 2.0 倍。如果无法提供采购发票，设备的购置价格按相同或同等设备的市场零售价计算。

- Other reasonable expenses such as cleaning costs for contaminated equipment and repair costs for damage during operation shall be charged based on actual costs.

油污应急设备受污染后的清洗费用、在作业过程中损坏的维修费用等其他合理费用按实计收。

- When the cost of cleaning specialized equipment is higher than the replacement purchase cost and disposal cost, it is acceptable for replacement of such equipment. If equipment needs to be disposed of as contaminated waste, the cost can be counted as waste disposal cost.

当清洗专用设备的成本高于购置成本和处置成本时，可以接受更换。如果设备需要作为受污染的废物进行处理，则可以按废物处置费用进行处理。

- The daily rate for other OSR equipment not listed shall be 2% of the purchase price or market retail price of the equipment, and the SPRO shall provide materials to prove its purchase price.

未列出的其他油污应急设备的日费率按该设备采购价格或市场零售价格的 2%收取，清污公司应提供材料证明其采购价格。

## 6. Consumables 消耗材料

Category 项目	Sub-category 分项目	Model 型号	Specification 规格参数	Proposed rate 价格
Absorbent 吸油材料	Oil absorption boom 吸油拖栏	XTL-220	Length of 3m for each section 每节长度 3m	¥70/m
		XTL-Y220	Length of 3m for each section 每节长度 3m	¥100/m
	Oil absorption felt 吸油毡	PP-5、PP-2	20KG per bag 每包 20KG	¥600/bag 包
	Socorro 索科罗	100% Organic	10kg per bag 每袋 10kg	¥30/kg
Dispersant 分散剂	Conventional oil spill dispersant 常规型溢油分散剂		20KG per barrel 每桶 20KG	¥25/ litre 升
	Biodegradation disperse agent 生物降解消油剂		25KG per barrel 每桶 25KG	¥84/ litre 升
	Asphalt diluents 沥青稀释剂		15KG per barrel 每桶 15KG	¥23.33/litre 升
Tools 处置工具	Framework of oil trawl 拖油网			¥3,700/item, 件
	Nets of oil trawl 油拖网			Actual cost+15% 实际购买价上浮 15%
	Oil bailing net 捞油网		Length 3m	¥50/item 件

	Oil bailing rod 捞油杆			¥25/item 件
	Anti-static scoop 防静电油勺		Length 0.3m	¥40/item 件
	Anti-static shovel 防静电油铲		Length 0.3m	¥40/item 件
Storage 储存	Portable storage tanker 轻便储油罐			Actual cost + 15% 实际购买价上浮 15%
	Waste oil drum 污油桶			
	Waste oil filter vat 污油过滤桶			
	Chemical drum 化学品应急处置桶			
	Oil bag 油布袋			
	Solid pollutant reclaim bag 固体污染物回收袋			
Others 其他	Cotton rag 棉布			Actual cost + 15% 实际购买价上浮 15%
	Polyethylene rope 聚乙烯绳			

- SPRO shall provide relevant evidence, detailing information such as the name and model of consumables, records of issuance and return dates/quantities, usage time, location, conditions, quantities used, effectiveness, and pollutant recovery status.

清污公司应当提供相应的证据材料，证明消耗材料的名称、型号、出库及入库的时间/数量记录、使用时间、使用地点、使用条件、使用数量、使用效果、



#### 污染物回收情况等信息

- If other consumables not listed are put into use, charges shall be based on the purchase price or market retail price of the consumables, with an additional 20% markup. SPRO shall provide materials to prove their purchase price.

未列出的其他消耗材料如果投入使用则按该材料的采购价格或市场零售价格上浮 20%收取，清污公司应提供材料证明其采购价格。

- For the consumables which have been delivered to site but haven't been used, the standby fees shall not be charged, but 20% of the purchase price or retail price will be charged for the transportation and potential wear and tear. The consumables mobilized to the site should be relevant to the incident and reasonable in quantity.

消耗材料如果已运送至现场但未实际投入使用，不收取待命费用，但按该材料的采购价格或市场零售价格 20%收取运输费用及损耗，所调遣到现场的消耗品应是与事故有关且数量上合理。

#### 7. Disposal of waste 废弃物处置费用

Category 项目	Sub-category 分项目	Model 型号	Proposed rate 费率
Waste 废弃物	Disposal of solid pollutants 固体废弃物	Includes packaging, loading, unloading, transportation and disposal 包括包装、装载、卸载、运输和处置	Actual disposal cost + 10% 实际处置费用+10%
	Disposal of liquid chemical pollutants 液体化学品污染物		
	Disposal of oily water 油污水		

## 8. Vehicles 车辆费用

Category 项目	SWL 载重能力	Proposed rate 费率
Long trailer 长板拖车	8.0	¥1,200/day
Dangerous goods transport vehicle 危险品运输车	1.5	¥700/day
	3.0	¥1,100/day
	8.0	¥2,300/day
General goods transport vehicle 普通货物运输车	1.5	¥800/day
	3.0	¥2,200/day
	8.0	¥3,400/day
Forklift 叉车	5.0	¥400/day
Crane in warehouse 仓库行车	8.0	¥400/day
Truck crane 汽吊车	8.0	¥4,000/day
On-site command vehicle 现场指挥车		¥1,000/day

Vehicle costs, including the driver and fuel, are charged based on the actual number of days used.

车辆费用包括驾驶员和燃油，按实际使用天数计收。

## 9. PPE and Logistical support 个人防护设备及后勤保障

Item 项目	Name 名称	Type 类型	Proposed rate 费率
PPE 个人防护装备	Protective suit 防护服	GRADE A (Imported 进口)	¥9,000/set 套
		GRADE A (Made in China 国产)	¥1,920/set 套
		GRADE B (Imported 进口)	¥4,500/set 套
		GRADE B (Made in China 国产)	¥1,070/set 套
		GRADE C	¥273/set 套
		GRADE D	¥142/set 套
	Life jacket 救生衣		¥80/set
	Raincoat 雨衣		¥100/set
	Safety helmet 安全帽		¥50/unit
	Advanced protective goggles 高级防护眼镜		¥60/pair
	Oil protective gloves 防油手套	Standard oil protective gloves	¥18/pair
		Heavy duty rubber gloves	¥35/pair
	Boiler Suit 工作服		¥180/set
	Oil protective and non-slip footwear 防滑防油工作鞋		¥150/pair

	Gas mask 防毒面具		¥100/unit
	Air breathing apparatus 空气呼吸机		¥800/set
	Explosion-proof headlight 防爆头灯		¥50/unit
Other safety 其他安全装备	Wounded personnel rescue stretcher 伤员救生担架		¥1,800/unit
	First aid box 急救箱		¥650/unit
Expenses for board and lodging 伙食、住宿费	Board wages 伙食费		¥100/person/day
	Cost of accommodation 住宿费		To be settled based on commercial invoice 以实际消费发票为依据结算
	Communication fee 通讯费		¥50/ship/day 50/船/天

- If other PPE or safety equipment not listed are put into use, charges shall be based on the purchase price or market retail price of the consumables, with an additional 20% markup. SPRO shall provide materials to prove their purchase price.

未列出的个人防护装备及安全装备，如果投入使用则按该材料的采购价格或市场零售价格上浮 20%收取，清污公司应提供材料证明其采购价格。

附件： 44 个沿海港口城市分类及浮动费率系数表

Attachment: Table of Classification and Floating Rate Coefficients for 44 Coastal Port Cities

序号 No.	I类城市 浮动费率系数20% Class I Cities Floating Rate Coefficient:20%	II类城市 浮动费率系数10% Class II Cities Floating Rate Coefficient:10%	III类城市 浮动费率系数0% Class III Cities Floating Rate Coefficient:0%
1	上海 Shanghai	盐城 Yancheng	防城 Fangcheng
2	宁波 Ningbo	惠州 Huizhou	黄骅 Huanghua
3	广州 Guangzhou	唐山 Tangshan	北海 Beihai
4	深圳 Shenzhen	莆田 Putian	钦州 Qinzhou
5	嘉兴 Jiaxing	营口 Yingkou	日照 Rizhao
6	舟山 Zhoushan	海口 Haikou	宁德 Ningde
7	温州 Wenzhou	漳州 Zhangzhou	连云港 Lianyungang
8	台州 Taizhou	江门 Jiangmen	锦州 Jinzhou
9	厦门 Xiamen	秦皇岛 Qinhuangdao	八所（东方市） Basuo
10	青岛 Qingdao		洋浦（儋州市） Yangpu
11	虎门 Humen		丹东 Dandong
12	珠海 Zhuhai		阳江 Yangjiang
13	中山 Zhongshan		汕头 Shantou
14	泉州 Quanzhou		湛江 Zhanjiang
15	威海 Weihai		茂名 Maoming
16	烟台 Yantai		汕尾 Shanwei
17	福州 Fuzhou		
18	大连 Dalian		
19	天津 Tianjin		