

中国海事[2025]版 China MSA [2025]Version

协议编号:

Agreement No.:

船舶污染清除协议

Ship Pollution Response Agreement

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 20 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、船舶所有人、经营人或者管理人（甲方）与船舶污染清除单位（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》《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 owner, operator or manager of a ship (Party A) shall, before the operation of the ship or entering the 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 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 Article 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 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，双方应当协商确定。

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

五、协议采用15位数字编号（如01-1001-2011-00001），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15位表示协议序号，由各船舶污染清除单位确定。

5. The Agreement adopts fifteen numbers as its serial number (such as 01-1001-2011-00001), 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 fifteen 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：上海局01，天津局02，辽宁局03，河北局04，山东局05，江苏局06，浙江局07，福建局08，广东局09，广西局10，海南局11，深圳局14，连云港局15。

The codes of each directly under the Maritime Safety Administration are as follows: Shanghai MSA: 01, Tianjin MSA: 02, Liaoning MSA: 03, Hebei MSA: 04, Shandong MSA: 05, Jiangsu MSA: 06, Zhejiang MSA: 07, Fujian MSA: 08, Guangdong MSA: 09, Guangxi MSA: 10, Hainan MSA: 11, Hainan MSA: 12, Shenzhen:14,Lianyungang MSA: 15.

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15位数字编号（如01-1001-2011-00001）。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01-1001-2011-0001-07-10007）。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 15-digit number rule as above-mentioned shall be used on the original Agreement, such as 01-1001-2011-00001. To facilitate the ship's entering or leaving or operation permission procedures, the other SPRO being represented shall make a mark by adding the serial number of the SPRO being represented after 15-digit number above, such as 01-1001-2011-0001-07-10007 on the copy Agreement. Either the original or the copy agreement may be presented to MSA for procedures of ship's operation or entering into or leaving from a port.

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：
Telephone:
电子信箱：
E-mail:

传真：
Fax:

乙方：湛江纳川港航服务有限公司
Party B: Zhanjiang Nachuan Shipping Service Co. Ltd.
资质等级及服务区域：三级，湛江港
Qualification level and service area: Level-3 , Zhanjiang port
住所地：广东省湛江市开发区人民大道中45号祺祥大厦706、707室
Domicile:Room 706、707, Qixiang Building, 45 people's central Road , Zhanjiang , Guangdong
法定代表人：吴俊
Legal representative:Wu Jun.
联系人：马建飞
Contact person: Ma Jianfei
通讯地址：广东省湛江市开发区人民大道中45号祺祥大厦706、707室
Correspondence address:Room 706、707, Qixiang Building, 45 people's central Road , Zhanjiang , Guangdong
电话：139 2208 5902 传真：0759-2316766
Telephone: 139 2208 5902 Fax: 0759-2316766
电子信箱：ncgh2316766@126.com
E-mail: ncgh2316766@126.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》《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》《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，并由双方共同恪守。

In accordance with relevant provisions of *Civil Code of the People's Republic of China*, the *Marine Environment Protection Law of the People's Republic of China*, the *Regulations of the People's Republic of China on Administration of the Prevention and Control of Marine Environment Pollution from Ships*, 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* (hereinafter referred to as "the Administrative Measures") 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 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值守相关信息。

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, within 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 form 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 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.

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定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, 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. 乙方应当具有并保持相应的应急清污能力。

1. Party B shall possess relevant qualification and maintain 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' relevant basic information and dynamic information provided by Party A in accordance with stipulation of paragraph 1 of Article 1, and informs 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 A shall make arrangement for its contact person, and ensure that such contact person 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 details, 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。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 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/or 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 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.

第三条 本协议未尽事项,由双方约定后签订补充协议,见附录二。

Article 3 With respect to matters not covered in this Agreement, both parties may conclude a supplementary agreement. (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/船舶呼号	其它需要说明的事项

Appendix I

List of the Agreed Ships

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

附录二
Appendix II

补充协议（如有）
Supplementary Agreement (if any)