

## **The Service Procedures of SUNIC-OCEAN on behalf of Ship Operator to Conclude Agreement with SPRO**

### **青岛欧森海事技术服务有限公司为船舶经营人与船舶污染清除单位签订船舶污染清除协议提供服务的程序**

#### **1. Background and Purposes 背景及目的**

1.1 The owner, manager or actual operator of a ship (hereinafter referred to ship operator) shall, prior to ship's operation or entry or departure, conclude agreement (hereinafter referred to the Agreement) with a qualified ship pollution response organization (hereinafter referred to SPRO) in accordance with Article 33 of the Regulations of the People's Republic of China on Administration of the Prevention and Control of Marine Environment Pollution from Ships, relevant provisions of the Regulations of the People's Republic of China on Emergency Preparedness and Response on Marine Environment Pollution from Ships and relevant provisions of the Detailed Rules of Maritime Safety Administration of the People's Republic of China on the Implementation of the Administration Regime of Agreement for Ship Pollution Response (hereinafter referred to the Detailed Rules).

船舶所有人、船舶管理人或者船舶的实际经营人（以下简称船舶经营人）与取得相应资质的船舶污染清除单位（以下简称清污单位），应当根据《中华人民共和国防治船舶污染海洋环境管理条例》第三十三条以及《中华人民共和国船舶污染海洋环境应急防备和应急处置管理规定》、《中华人民共和国海事局船舶污染清除协议管理制度实施细则》的有关规定，在船舶作业前或者进出港口前签订船舶污染清除协议（以下简称清污协议）。

1.2 The service procedures hereinafter are to provide a profile of how SUNIC-OCEAN Marine Technical & Service CO., LTD (hereinafter referred to SUNIC-OCEAN ) as the recognized agent [ Register No. 2011(941) ] by Maritime Safety Administration of the People's Republic of China (hereinafter referred to China MSA) will assist ship

operator to conclude the Agreement with SPRO in accordance with these above-mentioned Regulations.

下面的服务程序是青岛欧森海事技术服务有限公司（以下简称欧森海事），作为经中华人民共和国海事局（以下简称中国海事局）备案公布的代理人 [ 注册号 No. 2011(941) ]，协助船舶经营人与清污单位根据上述法律要求签订船舶污染清除协议的概要描述。

## **2. Service Procedures 服务程序**

### **2.1 Service Contract 服务合同**

2.1.1 SUNIC-OCEAN has prepared a sample service contract (see the Sample Service Contract 2012-01) for ship operator and SUNIC-OCEAN to discuss the details of service.

欧森海事已提供了服务合同的样本（见服务合同样本2012-01），用于欧森海事与船舶经营人协商签订服务合同。

2.1.2 After the terms and conditions of service contract are agreed through negotiation, ship operator and SUNIC-OCEAN shall sign the contract respectively in 3 copies, and exchange the photocopy of the contract by fax or the electronic document of the photocopy by email (see Annex I the contact list of SUNIC-OCEAN). The original service contracts shall be mailed to each other for after the exchange by Fax or email. SUNIC-OCEAN will submit one copy to China MSA as required by the Notice No.3 of China MSA 2011.

通过双方协商确定服务合同条款后，船舶经营人与欧森海事应当分别签署服务合同，并通过传真发送影印件或通过邮件将影印件的电子文档发送给对方。3份正式的服务合同文本应当在发送传真或电子邮件后，通过邮寄的方式送达对方。根据中国海事局2011年第3号公告，欧森海事将一份合同报送中国海事局。

2.1.3 Once the service contract is concluded, the service activities under the contract will be carried out and the contract is binding to the two parties.

一旦服务合同签订后，基于该合同下的服务活动即开始启动，合同开始约束双方当事人。

## 2.2 Letter of Authorization 授权文书

2.2.1 According to the requirements of the Notice No.3 of China MSA 2011, a letter of authorization signed by ship operator to her agent is the integral part of the Agreement and shall be submitted to MSA for approval of ship's operation or entering into or leaving from a port.

根据中国海事局2011年第3号公告的要求，船舶经营人应当签署一份给代理人的授权文书，作为清污协议的一个组成部分提交给海事局，用于办理船舶作业或进出港口手续。

2.2.2 Ship operator shall sign this letter of authorization (see IG Sample letter of authorization, IG LoA dated 6 December 2011) to SUNIC-OCEAN after the service contract is concluded and send the photocopy to SUNIC-OCEAN by Fax or email. The original letter of authorization shall be mail to SUNIC-OCEAN after that. The copies of letter of authorization is dependant on the number of the Agreement signed on behalf of ship operator.

船舶经营人应当在签订了服务合同后，签署授权文书（参照IG2011年12月6日的版本）给欧森海事，并通过传真或电子邮件的方式先发给欧森海事，然后将原件寄给欧森海事。授权文书的副本数量取决于代表船舶经营人签订船舶污染清除协议的数量。

## 2.3 Recommend SPRO to Ship Operator

SUNIC-OCEAN shall identify the approved SPROs by China MSA and negotiate with SPRO(s) in one or more ports on the terms and conditions of the Agreement on behalf of ship operator, and suggest the appropriate SPRO(s) to ship operator to meet with the requirements of China laws and the shipping operation. The final decision of choosing SPRO(s) is up to ship operator.

欧森海事应当代表船舶经营人与港口的一个或多个清污单位就船舶污染清除协议的条款进行商谈，并向船舶经营人推荐符合中国法律要求的清污单位。但最终选择哪一个清污单位签订船舶污染清除协议的权利在于船舶经营人。

## 2.4 Sign the Agreement on behalf of Ship Operator 签订协议

Under the instruction of ship operator, SUNIC-OCEAN will sign the Agreement with SPRO(s) on behalf of ship operator.

根据船舶经营人的指示，欧森海事以船舶经营人的名义与清污单位签订船舶污染清除协议。

SUNIC-OCEAN shall send to the original agreements and copies (according to the numbers of the agreed ships may call ports) to ship operator after signing the Agreement.

欧森海事应将代为签订的船舶污染清除协议的原件及副本（副本数量根据协议船舶挂靠港口的数量来确定）发给船舶经营人。

2.5 To facilitate the agreed ship' entry, departure or operation formalities, ship operator shall let SUNIC-OCEAN know timely about the ETA, ETD or other relevant information of the agreed ship' movement.

为了方便协议船舶办理进出港口或作业手续，船舶经营应当及时通知欧森海事有关船舶的预计抵离港时间以及其它船舶动态信息。

Under the instruction of ship operator, SUNIC-OCEAN will send the Agreement to ship's agent designated by ship operator by Fax or to MSA by Fax or other appropriate way recognized by MSA to facilitate the agreed ship's entry, departure or operations formalities.

在船舶经营人的指示下，欧森海事将会把船舶污染清除协议通过传真发给船舶经营人指定的船舶代理人，或通过传真或其它海事局认可的方式发给海事局，以方便办理船舶进出港口或作业手续。

Under the instruction of ship operator, SUNIC-OCEAN also will inform the agreed SPRO(s) on the ETA, ETD or other relevant information on the agreed ship' movement according to the Agreement by Fax, email or other appropriate way.

在船舶经营人的指示下，欧森海事也会将有关船舶的预计抵离港时间以及其它船舶动态信息通过传真、电子邮件或其它适当的方式报

给签订船舶污染清除协议的清污单位。

### **3. Fees and Payments 费用及其支付**

#### **3.1 Service Rate 服务费用**

In consideration of the efforts made by and expenses incurred, in the course of provide service for ship operator, SUNIC-OCEAN may charge its service at the rates as follows:

考虑到欧森海事为船舶经营人提供服务过程中所做的努力和花费，欧森海事有权力收取如下服务费用：

(A) USD 300.0 per initial Agreement between ship operator and SPRO regardless how many ships covered by the Agreement, with the cap of USD 2000.0 per ship operator for all the initial Agreements in all the ports in China for the first service year .

欧森海事代表船舶经营人与清污单位之间每首次签订一份船舶污染清除协议为300美元， 无论该协议下有多少艘船舶。 但是，对单一船舶经营人而言，在中国所有港口的所有第一年的首次协议封顶费用为2000美元。

(B) USD 100 for renewal or extension of the existing Agreement. However, if the terms and conditions of the Agreement need to be re-negotiated, USD 200 per Agreement regardless how long of the validation of the Agreement or how many ships covered by the Agreement. However, for one long-term customer, the following year charge is cap of USD 1000 per ship operator for all the Agreements in all the ports in China .

随后，每续签或延伸一份船舶污染清除协议为100美元，但是，如果需要对协议条款进行重新谈判，则每份协议为200美元，且无论该协议下有多少艘船舶或者协议的有效期长短。 对一个长期客户的船舶经营人而言， 后面一年在中国所有港口的所有协议的封顶费用为1000美元。

(C) USD 50 per agreed ship per voyage for facilitating the agreed ship' entry, departure or operation formalities, with the cap of USD 500 per ship annually.

为协助船舶办理进出港或作业审批手续，每船每航次为50美元，但是，每船每年最高为500美元。

(D) Actual expense of USD 30.0 banking charge on for each transferring the retainer fees or response costs from ship operator to the agreed SPRO(s), and one mail document delivery cost of USD3 0.0 to ship operator , and the other actual expense incurred to SUNIC-OCEAN providing other services on behalf of ship operator under the instruction of ship operator as described in clause 4.

通过欧森海事将船舶经营人支付给清污单位的协议费用和应急费用转帐给清污单位时发生的实际费用， 每笔银行手续费30美元，根据需要每一次给船舶经营人30美元的文件快递费用。以及欧森海事根据第4条为船舶经营人提供的其它服务时产生的实际费用。

### 3.2 The Contracting Modes and Charging 签约方式和收费

The ship operator may choose Voyage , Annually or Long-term Agency Contracting Service with SUNIC-OCEAN , the service charging rate described above in Clause 3.1(A) and 3.1 ( B) .

船舶经营人可以选择以航次、年度或者长期的服务方式与欧森海事签订代理服务合同，收费标准和方式在第3.1（A） 和3.1（B）中有详细说明 。

### 3.3 Discount during the Promotion Period 推广期的折扣

Considering this is the new service for ship operators sailing her vessels in China area , and for promotion and long-term cooperation purpose , SUNIC-OCEAN would like to offer the substantial discount for the contracts with the ship operators on item 3.1(A) and 3.1(B) concluded before March 1 , 2012 . The details could be discussed by direct contacts with us .

考虑到我们的服务对航行于中国水域的船舶经营人是一种全新的服务，为了推广和建立长期合作关系，对2012年3月1日之前签订的合同，我们将提供给船舶经营人就3.1（A）和3.1（B）项收费大幅度折扣，具体细节请与我们联系。

### 3.4 Payments 支付

Ship operator shall settle the debit note from SUNIC-OCEAN for services rendered within 15 days upon receipt of an electronic version of the debit note via either email or fax.

船舶经营人应当在收到欧森海事通过传真或电子邮件方式发来的帐单的15天内支付有关费用。

Ship operator may remit an agreed amount of cash deposit with SUNIC-OCEAN, for the purpose of paying the retainer fees charged by SPRO and settling the debit note of SUNIC-OCEAN for services rendered. The deposit amount should be discussed according to the numbers of the ship with the ship operators sailing in China area , it recommended USD 1000 per ship , considering the convenient operation .

船舶经营人可以预先将应当支付给欧森海事的的服务费用或者支付给清污单位的协议费用的一笔现金预存在欧森海事。船舶经营人的押金数额可以根据在中国水域航行的船舶数量协商，但为了方便操作，建议每条船按照1000美元预付 。

#### **4. Other Services 其它服务**

Under the instruction of ship operator, SUNIC-OCEAN may provide other services as follows:

在船舶经营人的指示下，欧森海事要可以为船舶经营人提供以下其它服务：

(A) Monitor the stand-by activities of the agreed SPRO when ship entering the service area of the agreed SPRO, and take action on behalf of ship operator if the agreed SPRO does not perform obligations under the Agreement.

对签订协议的清污单位在协议船舶进入该服务范围后所采取的防备措施进行监督，当清污单位不按协议履行其义务时，代表船舶经营人采取相应的措施。

(B) Coordinate with the agreed SPRO on the matter of ship pollution emergency response exercises as required by the Detailed Rules in accordance with the Agreement.

与签订协议的清污单位就开展根据实施细则以及协议要求的船舶污染应急演练进行协调。

(C) Help to enhance the capabilities, efficiency, effects of response and reduce the cost of pollution control and cleanup through providing technical advisory support services and response equipments.

通过提供应急技术咨询服务和应急设备的方式，帮助船舶经营人提高应急反应能力，提高应急的效率和效果，减少控制和清除污染行动的费用。

(D) Coordinate with SPRO, MSA and others concerned to facilitate ship operator to implement the requirements relating to pollution prevention and control for the agreed ships to avoid improper delay of ships' schedule, if any.

与清污单位、海事局及其它相关方协调，协助船舶经营人履行其协议船舶防治污染的义务，以避免对船期造成不当延误。

(E) In order to protect the long-term benefits of ship operators and her insurers , as the professional agent of ship operators , SUNIC-OCEAN's r service of will not binded with the ship's slope disposal during her stay in the harbor . But , with the introduction from ship operators , we can coordinate with the local slope receptors for the best benefits ship operators.

为了保证船舶经营人和其保险人的长期利益，欧森海事作为其专业的防污协议签订代理人，其代理服务不与船舶到港的污油水排放业务捆绑。但是，如果船舶经营人需要，我们可以协助船舶经营人与港口油污接收单位协调，满足船舶经营人的最大利益。



Annex I 附件1

**Contact List of SUNIC-OCEAN**  
欧森海事的联系名录

Address: Floor 9, KaiXuan Building, No.43 of DongHai West Rd, Qingdao, ShanDong Province, the People's Republic of China. PC: 266071

Telephone		Fax		
+86-532-58862111 ( 7 lines )		+86-532-58862233	+86-532-58862234	
Contact person	Region	MSN	Skype	Email
Wang Sai	For operator in Asia	sunicocean01@msn.cn	sunicocean01	service-1@sunic-ocean.com
Xie Hongjie	For operator in Europe	sunicocean02@msn.cn	sunicocean02	service-2@sunic-ocean.com
Zhang Ran	For operator in America	sunicocean03@msn.cn	sunicocean03	service-3@sunic-ocean.com
Wu Chao	For operator in other area	sunicocean04@msn.cn	sunicocean04	service-4@sunic-ocean.com
Kuang Leijie	Manager of the Department	sunicocean05@msn.cn	sunicocean05	service@sunic-ocean.com
				Mobile For 24 hours
				13793237425
				15154439812
				15092190097
				13553068473
				13553087807

电话： +86 532 58862111 (7 线)

传真： +86 532 58862233 / 58862234 (3 线)

电子邮箱：[service@sunic-ocean.com](mailto:service@sunic-ocean.com)

对亚洲船舶经营人：[service-1@sunic-ocean.com](mailto:service-1@sunic-ocean.com)

对欧洲船舶经营人：[service-2@sunic-ocean.com](mailto:service-2@sunic-ocean.com)

对美洲船舶经营人：[service-3@sunic-ocean.com](mailto:service-3@sunic-ocean.com)

对其他船舶经营人：[service-4@sunic-ocean.com](mailto:service-4@sunic-ocean.com)

地址： 山东省青岛市东海路 43 号凯旋大厦东塔 9 层

邮编： PC: 266071

授权委托书<sup>1</sup>  
Letter of authorization

委托人: \_\_\_\_\_  
Principal: \_\_\_\_\_  
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: \_\_\_\_\_  
传真: \_\_\_\_\_  
Fax: \_\_\_\_\_  
电子信箱: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Name of the contracted ship: See the Full Ship List with the Contract  
签约船: 船舶名单详见代理合同附件

港口代理人 (代理公司或代理船长姓名\*): 青岛欧森海事技术服务有限公司  
Port Agent (name of agency or Master\*): Sunic-ocean Marine Tech & Serv Co. Ltd  
住所地: 中国青岛市东海西路43号凯旋大厦9层 邮编: 266071  
Domicile: Floor 9, East Tower, Kaixuan Mansion, Nr43 Donghai Xi Road, Qingdao, China PO: 266071  
法定代表人 (仅限代理公司): 李玉美  
Legal representative (only for agency): LI YU MEI  
联系人: 况雷杰  
Contact person: Mr. Robin Kuang  
通讯地址: 中国青岛市东海西路43号凯旋大厦9层 邮编: 266071  
Correspondence address: Floor 9, East Tower of Kaixuan Mansion, Nr43 Donghai Xi Road, Qingdao, China PO: 266071  
电话: + 86 532 58862111 (7 线)  
Telephone: + 86 532 58862111 (7 lines)  
传真: + 86 532 58862233  
Fax: + 86 532 58862233  
电子信箱: service@sunic-ocean.com

<sup>1</sup>\*委托人仅可以在紧急情况下或者船舶没有预先计划突然需要挂靠中国港口时, 委托船长代为签订《船舶污染清除协议》

\*The Principal can only authorize the Master to sign the Agreement under an emergency or when the ship need to call at Chinese ports without a prior schedule.

E-mail: service@sunic-ocean.com

Pursuant to the requirements of the Regulations of the PRC on Administration of the Prevention and Control of Marine Environment Pollution from Ships, Regulations of the PRC on Emergency Preparedness and Response on Marine Environment Pollution from Ships and the Detailed Rules of Maritime Safety Administration of the PRC on the Implementation of the Administration Regime of Agreement for Ship Pollution Response, our company hereby appoint your good company (or the Master of the contracted ship) as our agent as defined by Para.3 of Article 18 of the Detailed Rules of Maritime Safety Administration of the PRC on the Implementation of the Administration Regime of Agreement for Ship Pollution Response. with respect of the signing of the Agreement for Ship Pollution Response (hereafter "the Agreement") and other relevant issues.

根据《中华人民共和国防治船舶污染海洋环境管理条例》，《中华人民共和国船舶污染海洋环境应急防备和应急处置管理规定》、《中华人民共和国海事局船舶污染清除协议管理制度实施细则》的有关规定的要求，我司特授权贵司（或签约船舶的船长）作为我司为《中华人民共和国海事局船舶污染清除协议管理制度实施细则》第18条第三款的规定的代理人，代为我司签署《船舶污染清除协议》和处理相关事宜。

Power limits of your good company are as follows:  
贵司的代理权限如下：

To negotiate with the PRC corresponding qualified ship pollution response organization on terms and clauses of the Agreement and on revision, extension and termination of the Agreement after the Agreement is signed;

与获得中国主管部门认可相应资质的船舶污染清除单位协商《船舶污染清除协议》的条件和条款，以及合同成立之后的对于该合同的修改、延期和终止；

To sign the Agreement for Ship Pollution Response on behalf of our company;  
代理我司签署《船舶污染清除协议》；

To submit, to file the signed Agreement with PRC Maritime Safety Administrations in charge.

代理我司向主管海事局提交、报备已签署的《船舶污染清除协议》；

Under the instruction of our company, to pay ship pollution response retainer fee under the Agreement and to collect the refunding of the said retainer fee according to the

signed Agreement on behalf of our company; to receive the receipt of the said retainer fee;

根据我司指示，依据《船舶污染清除协议》之规定，代理我司向船舶污染清除单位支付船舶的协议费，代为收取退回的船舶的协议费；并领取有关付款收据；

To deal with any other issues relevant to the signing of the Agreement as instructed by our company.

代为办理我司指示的与签署《船舶污染清除协议》有关的其他事务；

This Authorization shall cease to be effective when the contracted ship departs from the service zone for a voyage Agreement, and this Authorization shall cease to be effective for a time Agreement when the term of the Agreement as agreed expires.

在签订航次《船舶污染清除协议》时，本授权委托书自所代理船舶驶离《船舶污染清除协议》的服务区域时失效；在签订固定期限的《船舶污染清除协议》时，本授权委托书在双方约定的合同期限届满时失效。

委托人：<sup>1</sup> \_\_\_\_\_

Principal: \_\_\_\_\_

法定代表人 : \_\_\_\_\_

Legal Representative : \_\_\_\_\_

(Signature of legal representative and company seal)

日期 (DATE) : \_\_\_\_\_

## VESSEL VOYAGE NOTICE FORM

### 船舶航次信息表

#### INFORMATION OF VESSEL & VOYAGE 船舶及航次信息：

NAME IN CHINESE 中文船名		NAME IN ENGLISH 英文船名	
IMO NO. IMO 编号		CALL SIGN 呼号	
FLAG 船旗国		PORT OF REGISTRY 船籍港	
GROSS TONNAGE 总吨	(吨) Tons	NET TONNAGE 净吨	Tons (吨)

VOYAGE NO. 航次号		DESTINATION PORT 目的港	
OPERATION 装/卸货物种类	LOADING	DISCHARGING	OTHERS (
ETA 预计抵达时间		ETD ( mm/dd/mm/yy ) 预计开行时间	

#### INFORMATION OF SHIPPING OPERATOR 所属船舶经营人信息：

FULL NAME 公司全名			
TEL 电话		FAX 传真	
CONTACT PERSON 联系人	联	CELL PHONE 手机	
E-MAIL 邮箱		AGREEMENT NO. 协议编号	
REMARK 备注			

PERSON IN CHARGE(填表人):

TIME OF NOTICE (填表时间):

COMPANY STAMPE(公司盖章):

## Agency Service Contract

Ship operator: \_\_\_\_\_ (Hereinafter referred to \_\_\_\_\_ ) and the agent: SUNIC-OCEAN Marine Technical & Service CO., LTD. (hereinafter referred to SUNIC-OCEAN) entered into the present service contract (hereinafter referred to this Contract) on the date of \_\_\_\_\_ (DD/MM/YYYY) for the following after equal consultation and on the basis of truthfully and/or completely expressing respective intentions, and this Contract shall be abided by both ship operator and SUNIC-OCEAN:

### 1. Background

1.1 As required by China MSA , \_\_\_\_\_ xxxxxx shall, prior to ship's operation or entry or departure of Chinese ports (except Hongkong, Macau and Taiwan), conclude an agreement (hereinafter referred to the Agreement) with a qualified Ship Pollution Response Organization (hereinafter referred to SPRO) 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, and relevant provisions and Detailed Rules .

1.2 This Contract is for SUNIC-OCEAN, as the recognized agent [ Register No. 2011(941) ] by Maritime Safety Administration of the People's Republic of China (hereinafter referred to China MSA), to assist ship operator to conclude the Agreement with SPRO in accordance with these above-mentioned Regulations , to facilitate and ensure the agreed ship's entry, departure or operations formalities in Chinese Ports .

## **2 Ships covered**

The agreed ships listed in Annex I are covered by this Contract for which SUNIC-OCEAN provides services to facilitate the agreed ships' entry, departure of port and operation formalities with respect to the implementation of regime of agreement for ship pollution response. Additional ships can be added to the list in Annex I upon ship operator and SUNIC-OCEAN reach a written mutual agreement.

## **3 Obligations of SUNIC-OCEAN**

3.1 SUNIC-OCEAN shall exercise reasonable skills, care, efficiency and diligence in carrying out the authorized services envisaged under this Contract.

3.2 SUNIC-OCEAN shall advise ship operator of all necessary provisions with respect to signing of the Agreement promulgated by China MSA or local MSAs, including updated information of SPRO(s) with appropriate level of qualification approved by MSAs.

3.3 SUNIC-OCEAN shall identify the appropriate SPRO(s) with which shall sign the Agreement to perform the obligations required in relevant Regulations of China MSA and local MSAs, and negotiate with the appropriate SPRO(s) on the terms and clauses of the Agreement (with reference of MSA Sample Agreement 24 December 2011) on revision, extension and termination of the Agreement, and suggest the suitable SPRO(s) to ship operator.

3.4 SUNIC-OCEAN shall strictly follow the instructions of ship operator and act within the authorization of ship operator to sign the Agreement with the SPRO selected by ship operator on behalf of ship operator. SUNIC-OCEAN shall send a copy of the Agreement signed by email or fax to ship operator within 48 hours after the execution is completed with the SPRO.

3.5 SUNIC-OCEAN shall keep the originals of effective Agreements safely and send them to ship operator when requested at the cost of ship operator.



3.6 SUNIC-OCEAN shall provide the required coordination service timely according to the information of Vessel Voyage Notice provided by ship operator or her port agent , with local MSA , ship operator ' s port agent and SPRO , to facilitate the agreed ship's entry, departure or operations formalities.

3.7 SUNIC-OCEAN shall update ship operator with material changes of status of the SPROs with which ship operator has entered into agreement as soon as SUNIC-OCEAN becomes aware of such changes.

3.8 SUNIC-OCEAN shall make itself available for service 24/7 by providing ship operator with an emergency contact list (see Annex II) and updating it timely in case of changes.

3.9 Under the instruction of ship operator, SUNIC-OCEAN may provide other services as follows:

(A) Monitor the stand-by activities of the agreed SPRO when ship entering the service area of the agreed SPRO, and take action on behalf of ship operator if the agreed SPRO does not perform obligations under the Agreement.

(B) Coordinate with the agreed SPRO on the matter of ship pollution emergency response exercises as required by the Detailed Rules in accordance with the Agreement.

(C) Coordinate with SPRO, MSA and others to facilitate ship operator to implement to obligations under the regime of agreement for ship pollution response without delay of the agreed ships' schedule, if any.

(D) Help to enhance the capabilities of response and reduce the cost of pollutions control and cleanup actions of agreed SPRO through providing technical support and advisory services.

#### 4. Obligations of Ship Operator

4.1 Ship operator shall ensure herself is the proper party to enter into contract with SPROs for the agreed ship(s) pursuant to Article 18 of the Detailed Rules of Maritime Safety Administration of the People's Republic of China on the Implementation of the Administration Regime of Agreement for Ship Pollution Response.

4.2 Ship operator shall issue the letter of authorization ( with reference of IG Sample letter of authorization, IG LoA dated 6 December 2011) to SUNIC-OCEAN within 48 hours<sup>1</sup> after this Contract is signed. Ship operator shall send the photocopy of letter of authorization by fax or email to SUNIC-OCEAN and mail 2 copies<sup>2</sup> of original letter of authorization within 20 days to SUNIC-OCEAN , together with 2 copies of the signed Contract .

4.3 Ship operator shall inform SUNIC-OCEAN of each intended call of the Ships to Chinese ports together with the appointed local ship agent at least 4 days<sup>3</sup> prior to the ship(s)' arrival according to the Vessel Voyage Notice Form by fax or other electronic way . In case of emergency situations, ship operator shall get in contact with SUNIC-OCEAN as soon as aware of the changes so that SUNIC-OCEAN and ship operator can work out a solution together.

4.4 Ship operator shall confirm to SUNIC-OCEAN its choice of SPRO together with the Agreement wordings which it accepts as far in advance of the agreed ship's arrival as possible but in any event no later than 3 days prior to arrival at a Chinese port.

4.5 Ship operator shall provide SUNIC-OCEAN with an emergency contact number for the sake of urgent situations, and update any changes thereof.

4.6 Ship operator shall give SUNIC-OCEAN clear instruction in writing on other services provided in clause 3.8.

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<sup>1</sup> The time is close related with the voyage of the first agreed ships.

<sup>2</sup> The amount of copies will depends on the number of the Agreements which shall be submitted to MSA.

<sup>3</sup> It is dependant on the requirement of MSA on the entry formalities before the arrival of his ship.

4.7 Ship operator shall properly maintain P&I cover or other insurance, which shall specifically include coverage for pollution liabilities, including clean-up expenses, as required by applicable laws .

## **5. Liabilities**

5.1 SUNIC-OCEAN shall not be liable for any fines, losses, damages, or penalties suffered by ship operator arising from MSA's refusal or delay to accept the Agreement signed by SUNIC-OCEAN on behalf of ship operator, unless such refusal or delay is caused by the fault or negligence of SUNIC-OCEAN in providing SPRO candidate which is not officially approved by MSA .

5.2 SUNIC-OCEAN shall not be liable for losses or damages suffered by ship operator arising from delays to the Ship(s)' schedule caused by ship operator's failure to pay the retainer fees charged by SPROs in a timely manner, unless ship operator has had sufficient cash deposit with SUNIC-OCEAN in the manner specified in clause 7.5.

5.3 Under no circumstances, SUNIC-OCEAN shall not provide any guarantee to ship operator regarding performance of any SPROs either in terms of the SPROs' meeting its contractual liabilities under the Agreement or in terms of the SPROs' meeting the demands and criteria of MSA .

5.4 It is ship operator's own responsibility to ensure that the Agreement is accepted by the P&I Club with which the agreed ship is entered so that the Club's cover will not be prejudiced. SUNIC-OCEAN shall not be liable for any losses, damages or liabilities sustained by ship operator due to the prejudiced cover caused by the Agreement.

5.5 Ship operator agrees to indemnify and hold harmless to SUNIC-OCEAN, its directors, managers, or employees from all claims, losses, damages, liabilities, costs and expenses arising from SUNIC-OCEAN's providing the services or fulfilling its obligations as specified in this Contract and , or other services are carried out in line with ship operator's instructions, unless such claims, losses, damages, liabilities, costs and expenses are caused by the direct fault or negligence

of SUNIC-OCEAN, or its directors, managers or employees under the obligation specified in this contract .

## **6. Confidentiality**

6.1 After conclusion of this Contract, no matter whether this Contract is in effect or not, or no matter whether this Contract is terminated, both parties are obliged to keep all the materials and information provided by the other party confidential. Except where the relevant data, knowledge, information and documents have already become public domain through no fault of any party, and except that both parties may disclose this Contract to their respective insurers and such government authorities as the MSA may obtain the said materials and information in accordance with law, both parties shall not make in public the contents of such materials and information.

## **7. Fees and Payments**

7.1 It is agreed that the fees for the services rendered under this Contract charged by SUNIC-OCEAN are specified and consist of as follows:

(A) USD 300.0 per initial Agreement between ship operator and SPRO regardless how many ships covered by the Agreement, with the cap of USD 2000.0 per ship operator annually .

(B) USD 100.0 for renewal or extension of the existing Agreement. However, if the terms and conditions of the Agreement need to be re-negotiated, USD 200.0 per Agreement regardless how many ships covered by the Agreement. For the long-term custom, the following annual cap is USD 1000.0 per ship operator.

(C) USD 50.0 per agreed ship per voyage for facilitating the agreed ship' entry, departure or operation formalities with coordinating with Operator's port agent, MSA and SPRO, with the cap of USD 500.0 per ship annually.

(D) Actual expense on delivery the original documents ( Agency Service Contracts or SPRO Service Agreement ) to ship operators at USD 30.0 per delivery ; and actual expense of transferring the retainer fees and response costs from ship operator to the agreed SPRO(s) at USD 30.0, per wire payment, and other actual expenses incurred to SUNIC-OCEAN providing other services on behalf of ship operator under the instruction of ship operator as described in clause 3.8.

7.2 SUNIC-OCEAN's service fee shall in any and all circumstances be charged separately from the retainer fee and response costs that are charged by SPROs or any other third parties.

7.3 SUNIC-OCEAN will submit an invoice to ship operator via either email or fax for each 30 days since this contract effected , with the detailed debit list of the expenses with SUNIC-OCEAN including the items mentioned in clause 7.1 , and the expenses with SPROs including the Retainer fees and respond charge if ship operators agreed .

7.4 Ship operator shall settle the invoice with debit note submitted by the SUNIC-OCEAN issued in line with clause 7.1 for services rendered within 15 days upon receipt of an electronic version of the debit note .

7.5 SUNIC-OCEAN is not obligated to any advance third party fees on behalf of ship operator, including but not limited to the retainer fees and response costs charged by SPROs , unless with writing instruction from ship operator .

7.6 Ship operator agreed, immediately after this Contract becomes effective, remit an agreed amount of USD 1000.0 cash deposit for one ship to SUNIC-OCEAN, for the purpose of paying the retainer fees charged by SPROs and settling the debit note of SUNIC-OCEAN for services rendered. When the cash deposit is used out or becomes insufficient to cover the cost of the Ship's next call, ship operator may make another remittance in an agreed amount. In case of ship operator doing so, SUNIC-OCEAN shall keep a clear and complete account record regarding use of this cash deposit, including informing ship operator of the amount of retainer fee paid to the SPRO within 3 working days after such fee is paid out or is incurred, submitting a monthly debit

report detailing the service fee charged by SUNIC-OCEAN and retainer fee paid out , and making available a complete account breakdown whenever required by ship operator. At the time of termination of this Contract, SUNIC-OCEAN shall return any balance of the cash deposit to ship operator within 7 days after this Contract is terminated.

## **8. Entry into Effect, Modification and Termination**

8.1 This Contract shall enter into effect as of signed and stamped by both parties which is later and will continue to be valid until terminated by either of the Parties .

8.2 Either party may terminate this Contract by give 10 days prior written notice to the other party.

8.3 In case of termination of this Contract, ship operator undertakes to pay for services rendered prior to the termination of the Contract within 7 days from the receipt of debit notes from SUNIC-OCEAN.

## **9. Applicable Law and Jurisdiction**

9.1 Laws of the People's Republic of China shall be applied to this Contract and disputes arising from this Contract.

9.2 Any and all disputes arising from this Contract shall be solved through both parties' mutual negotiation; where no resolution is reached after negotiation, such dispute shall be submitted to the court of Peoples' Republic of China.

## **10. Copy of this Contract**

10.1 This Contract is in 3 copies, each copy bears the same legal effect. Each party holds one copy, and the third copy is for China MSA which shall be submitted by SUNIC-OCEAN according to the requirements of China MSA.

10.2 The undersigned below irrevocably warrant that they are fully and duly authorized by their respective parties to sign and execute this Contract.

For Ship operator:

Signature & Company Seal: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

For SUNIC-OCEAN :

Signature & Company Seal: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Annex I

## List of the Agreed Ships under this Contract

S/N	Name of vessel	Nationality	IMO number	Call sign	Type	Gross Tonnage	Year of build	P&I Club or insurer
1								
2								
3								
4								
5								
6								
7								
8								



## Annex II

### Contact List of SUNIC-OCEAN

#### 欧森海事的联系方式

Address: Floor 9, KaiXuan Building, No.43 of DongHai West Rd, Qingdao, ShanDong Province, the People's Republic of China. PC: 266071

Tel: +86 532 58862111 ( 7 lines ),  
+86 532 58862122 for ( 24/7 operation )  
Fax: +86 532 58862233 / 58862234 ( for 24/7 )

Email Address:

Manager :	Mr. Robin Kuang	<a href="mailto:service@sunic-ocean.com">service@sunic-ocean.com</a>
For operators in Asia:	Mr. Wang Sai ,	<a href="mailto:service-1@sunic-ocean.com">service-1@sunic-ocean.com</a>
For operators in Europe:	Miss. Xie Hongjie	<a href="mailto:service-2@sunic-ocean.com">service-2@sunic-ocean.com</a>
For operators in America:	Miss: Zhang Ran	<a href="mailto:service-3@sunic-ocean.com">service-3@sunic-ocean.com</a>
For operators in other area:	Mr : Wu Chao	<a href="mailto:service-4@sunic-ocean.com">service-4@sunic-ocean.com</a>

## **Annex III**

### **Sample of Debit Note :**