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## **Official Release of the 2025 Revised Edition of the Administrative Measures for the Ship Pollution Response Agreement Regime**

Recently, the Maritime Safety Administration (MSA) of the Ministry of Transport of the People's Republic of China revised and issued the 2025 edition of the *Administrative Measures for the Ship Pollution Response Agreement Regime* (hereinafter referred to as the "New Measures"). The New Measures shall come into force on May 20, 2025, and its 2020 edition shall be repealed simultaneously. This Circular aims to introduce the core content of the amendments and their

significance, provide relevant suggestions and the free translation of the New Measures for the Clubs and their Members' reference.

## Core Contents of the Amendments

The New Measures consist of seven chapters and twenty-five articles. In addition to making structural adjustments and optimizations to its 2020 edition, as well as some minor amendments to the wordings, the core contents of this revision are summarized in the table below:

Amendment Area	2020 Provisions	2025 Amendments	Key Changes and Their Significance
<b>Qualifications of Emergency Personnel</b>	Emergency senior and on-site command personnel of the <b>Ship Pollution Response Organizations (SPROs)</b> must participate in IMO training, obtain certificates, and maintain knowledge refreshment (without specifying training cycle and record-keeping duration).	<ol style="list-style-type: none"> <li>1. Clarify that senior command personnel, on-site command personnel, and emergency operation personnel of SPROs shall possess corresponding capabilities.</li> <li>2. Mandate knowledge refreshment cycles for senior and on-site command personnel shall not exceed 2 years, and SPROs must retain training records for at least 2 years.</li> <li>3. Delete expressions of self-organize training for emergency operation personnel by SPROs.</li> </ol>	Enhance requirements on capabilities and training for personnel of SPROs, strengthen the sustainability of personnel capabilities, and eliminating "one-time compliance" approach to personnel qualifications.
<b>Requirements for Pollution Response Equipment and Materials</b>	Emergency equipment and materials must be appropriately labeled by SPROs and shall be automatically identifiable.	Remove the requirement for the emergency equipment and materials must be "automatically identifiable".	Reduce cost burdens of SPROs, adapt to differentiated industry development, minimize unnecessary

<b>Amendment Area</b>	<b>2020 Provisions</b>	<b>2025 Amendments</b>	<b>Key Changes and Their Significance</b>
			technological dependency, and achieve a balance between regulatory requirements and implementation feasibility.
<b>Ship Pollution Response Industry Associations</b>	A SPRO may voluntarily join relevant industry associations. Industry associations may, through industry self-regulation, standardize the signing and performance of ship pollution response agreements, conduct emergency pollution response capability assessments, organize training for senior emergency command personnel and on-site command personnel, negotiate and determine standard clauses for ship pollution response agreements with shipowner associations or ship pollution liability insurance institutions, and publish information to the public through internet platforms.	<ol style="list-style-type: none"> <li>1. Delete the provisions in the preceding column.</li> <li>2. Encourage SPROs to promote standardized industry development and enhance emergency pollution response capabilities for ship pollution incidents through self-regulatory management.</li> </ol>	<ol style="list-style-type: none"> <li>1. Strengthen the statutory supervisory responsibilities of maritime administrative authorities, ensure the emergency pollution response capabilities of SPROs, and establish a sound market order for ship pollution response.</li> <li>2. Encourage self-regulatory management.</li> </ol>
<b>Circumstances Under Which Ships May Be Exempted from Concluding Ship Pollution Response Agreements</b>	Clean energy types limited to "liquefied gas" and "electricity" only.	Add exemptions for clean energy ships using "alcohols".	Expand the scope of exemptions, align with the green shipping trend, support the application of clean energy technologies, and reduce compliance costs for relevant ship operators.
<b>Information Disclosure by SPROs</b>	Provisions on information disclosure requirements for changes in pollution	If the pollution response capabilities or service area of a SPRO changes,	Strengthen dynamic management, avoid inconsistency of market

<b>Amendment Area</b>	<b>2020 Provisions</b>	<b>2025 Amendments</b>	<b>Key Changes and Their Significance</b>
	response capabilities or service areas of SPROs are not provided.	it shall publish the changes to the public at least 30 days before signing its first ship pollution response agreement after the change.	information, protect the rights and interests of ship operators, and reduce risks of agreement performance.
<b>Information Submission by SPROs</b>	SPROs shall submit information to local maritime administrative authorities through the maritime information system in accordance with Article 15 of the Emergency Regulations.	SPROs shall simultaneously submit the information published to the public to the maritime administrative authorities in their service areas through the information system designated by the Maritime Safety Administration of China.	Clarify the timing and recipients of information submission by SPROs, so as to facilitate the supervision and management by maritime administrative authorities.
<b>Frequency of Supervision and Inspections by Maritime Administrative Authorities</b>	There is no explicit stipulation on the time limit for maritime administrative authorities to conduct inspections after receiving information submitted by SPROs, nor on the frequency of regular inspections of such organizations.	Require maritime administrative authorities to conduct supervisory inspections and publish results within 30 days of receiving information from SPROs, and carry out at least one emergency pollution response capability inspection of each SPRO annually.	Specify the inspection time limits and frequencies for maritime administrative authorities to inspect SPROs, and ensure that SPROs continuously maintain high-level emergency pollution response capabilities through institutionalized and regular supervision.
<b>Reporting Requirements When Terminating Ship Pollution Response Agreements</b>	If a ship operator and a SPRO terminate an agreement in advance or the agreement becomes invalid due to breach of contract by either party, they shall immediately report to the local maritime administrative authority; if a pollution incident occurs after a signed agreement's ship enters the service area,	For routine terminations, report immediately to the maritime administrative authority where the SPRO is located; for post-incident terminations, report immediately to the incident emergency command authority.	Clarify the reporting objects for ship operators and SPROs under different scenarios.

Amendment Area	2020 Provisions	2025 Amendments	Key Changes and Their Significance
	the parties may negotiate to terminate or dissolve the agreement under specific conditions, but the reporting object is not specified.		
<b>Definition of 'Owned' for Emergency Response Ships</b>	A SPRO is the owner or operator of the emergency ship.	A SPRO is the owner of the emergency ship, has completed ship ownership registration in accordance with relevant regulations, holds an ownership share of not less than 51%, and has actual control over the ship.	Tighten ownership requirements for emergency response ships, close loopholes in "agreement-based ownership" (e.g., leasing), strengthen the actual control of SPRO over emergency ships, and ensure the stability of emergency resources.

## Our Suggestions

The implementation of the New Measures will further standardize the ship pollution response agreement regime, strengthen the management of SPROs, enhance their emergency pollution response capabilities, and promote the healthy and orderly development of the industry. The revision focuses on the management of SPROs and supervision and inspection by maritime administrative authorities. In this regard, we provide the following recommendations for the consideration of ship operators:

- **Selection of SPROs**

There are numerous SPROs in China, and the number is unlikely to decrease significantly in the short term under the existing regulatory system. Additionally, while maritime administrative authorities exercise strict supervision over the

emergency pollution response capabilities of SPROs, there are still certain variations in management practices and emergency pollution response capabilities among organizations of the same level. We suggest that when selecting cooperative organizations, ship operators consider assessing the emergency pollution response capabilities of SPROs and their performance of ship pollution response agreements either independently or through professional institutions, and select the optimal organization with which to conclude ship pollution response agreements.

### ● **Ship Pollution Response Agreements**

Currently, SPROs in China have not adopted fully uniform agreement templates, particularly regarding variations in response tariffs. With the promulgation of the New Measures, a new standardized agreement template has also been released simultaneously. Compared with the 2012 MSA agreement template, the new version simplifies numerous provisions and removes specific clauses covering fees, liability for breach of contract and tort, insurance, and legal jurisdiction, etc. Ship operators and SPRO may negotiate supplementary terms for outstanding matters based on the new template published by China MSA. We anticipate that through collaborative efforts among all industry stakeholders, a widely accepted agreement template with more detailed clauses can be finalized as soon as possible.

Additionally, the New Measures clarify the competent authorities to which ship operators must report when terminating agreements, i.e., routine terminations require immediate reporting to the MSA where the organization is located, and post-incident terminations require reporting to the incident emergency command authority. We remind ship operators to strictly comply with these reporting requirements when fulfilling their reporting obligations .

- **Application of Exemption Clauses**

Verify whether a ship falls under the ship type exempted from signing a ship pollution response agreement to avoid "excessive" contracting.

Finally, we suggest that ship operators collaborate with trusted professional agencies specializing in signing ship pollution response agreements on their behalf, thereby relieving themselves of tedious tasks such as screening SPROs and negotiating contracts, and enabling them to focus more on fleet safety management and commercial operations. As a leading professional service provider in this field, Huatai has established robust partnerships with over 100 SPROs across Chinese ports. On behalf of hundreds of ship operators, we execute thousands of ship pollution response agreements annually. With deep expertise in the key requirements of the New Measures and a thorough understanding of maritime regulatory frameworks and emergency response protocols in China, we are capable of delivering compliant, efficient, transparent, and cost-optimized agreement solutions, and serving as a reliable partner for ship operators in the field of pollution prevention and control.

Should you have any inquiries, please feel free to contact Huatai Beijing (pni.bj@huatai-serv.com) or our local branch offices.

Best regards,



**CUI Jiyu**

Head of Marine Team

Attachment 1: Chinese-English Bilingual ***Administrative Measures for the Ship Pollution response Agreement Regime (2025)***

Attachment 2: MSA Sample of the ***Ship Pollution Response Agreement (2025)***



## Attachment 1

# 船舶污染清除协议制度管理办法 Administrative Measures for the Ship Pollution Response Agreement Regime

## 第一章 总则

### Chapter I General Provisions

**第一条** 为规范船舶污染清除协议制度实施，根据《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》（以下简称《应急规定》），制定本办法。

**Article 1** These Measures are formulated to standardize the implementation of the ship pollution response agreement regime, and in accordance with the "Regulations on the Administration of Prevention and Control of Marine Environment Pollution from Ships" and the "Regulations of the People's Republic of China on Emergency Preparedness and Response on Marine Environment Pollution from Ships" (hereinafter referred to as the "Emergency Regulations").

**第二条** 在中华人民共和国管辖海域内签订和履行船舶污染清除协议的活动，适用本办法。

**Article 2** These Measures apply to the signing and performance of ship pollution response agreements within the jurisdictional waters of the People's Republic of China.

## 第二章 船舶污染清除单位

### Chapter II Ship Pollution Response Organizations

**第三条** 船舶污染清除单位应当按照《应急规定》《船舶污染清除单位应急清污能力要求》（JT/T1081，以下简称《能力要求》）和本办法的要求，达到相应等级的应急清污能力。

船舶污染清除单位配备的应急船舶、设施、设备和器材，《应急规定》未明确规定可协议拥有的，应当为自有。

**Article 3** Ship pollution response organizations shall meet the emergency pollution response capabilities at corresponding levels as required by the Emergency Regulations and "The Requirements for Emergency Pollution Response Capabilities of Ship Pollution Response Organizations" (JT/T 1081, hereinafter referred to as the "Capability Requirements"), and these Measures.

Emergency ships, facilities, equipment, and materials equipped by ship pollution response organizations shall be owned by them, except for those explicitly permitted to be possessed through agreements in the Emergency Regulations.

**第四条** 船舶污染清除单位的高级指挥人员、现场指挥人员和应急操作人员，应当具备《应急规定》《能力要求》所规定的作业人员能力要求。船舶污染清除单位的高级指挥人员、现场指挥人员和应急操作人员，应当按照国际海事组织示范教程的要求，参加相应等级的培训并保持知识更新，取得培训证明或记录，知识更新周期应不长于 2 年。船舶污染清除单位应当保存培训证明或记录至少 2 年。

**Article 4** Senior command personnel, on-site command personnel, and emergency operation personnel of ship pollution response organizations shall possess the competency requirements for operational personnel stipulated in the Emergency Regulations and Capability Requirements.

Senior command personnel, on-site command personnel, and emergency operation personnel shall participate in training at corresponding levels in accordance with the demonstration tutorials of the International Maritime Organization (IMO), maintain knowledge refreshment, and obtain training certificates or records. The knowledge update cycle shall not exceed 2 years. Ship pollution response organizations shall retain training certificates or records for at least 2 years.

**第五条** 船舶污染清除单位应当做好应急船舶、设施、设备和器材的维护保养工作，保持随时可用状态，定期开展船舶污染应急演练，并做好相应记录。

船舶污染清除单位应当采取适当方式对应急设备、器材进行标识，其识别编码应为唯一。

**Article 5** Ship pollution response organizations shall maintain emergency ships, facilities, equipment, and materials in good condition for immediate use, conduct regular ship pollution emergency drills, and keep corresponding records.

Ship pollution response organizations shall label emergency equipment and materials with unique identification codes in an appropriate manner.

### 第三章 船舶污染清除协议的签订

#### Chapter III Conclusion of Ship Pollution Response Agreements

**第六条** 船舶经营人可自行或者通过专业机构对船舶污染清除单位的应急清污能力和船舶污染清除协议的履行情况进行评估,择优选择签订船舶污染清除协议的单位。

**Article 6** Ship operators may independently or through professional institutions evaluate the emergency pollution response capabilities of ship pollution response organizations and the performance of ship pollution response agreements, and select the most qualified organizations to sign agreements with based on these assessments.

**第七条** 船舶经营人应当在船舶进港前或者港外装卸、过驳作业前,与相应的船舶污染清除单位签订船舶污染清除协议。仅在港区水域内航行或者作业的船舶,其经营人应当在作业前与相应的船舶污染清除单位签订船舶污染清除协议。

**Article 7** Ship operators shall conclude ship pollution response agreements with corresponding ship pollution response organizations before ships enter ports or conduct loading/unloading and lightering operations outside ports. For ships navigating or operating only within port waters, operators shall conclude such agreements prior to the commencement of operations.

**第八条** 载运散装油类货物的船舶,其经营人应当按照以下要求与相应的船舶污染清除单位签订船舶污染清除协议:

(一) 600 总吨以下仅在港区水域航行或作业的船舶,应当与四级以上等级的船舶污染清除单位签订船舶污染清除协议;

(二) 600 总吨以上 2000 总吨以下仅在港区水域航行或作业的船舶,应当与三级以上等级的船舶污染清除单位签订船舶污染清除协议;

(三) 2000 总吨以上 1 万总吨以下仅在港区水域航行或作业的船舶,以及 1 万总吨以下进出港口、在距岸 20 海里内从事装卸或过驳作业的船舶,应当与二级以上等级的船舶污染清除单位签订船舶污染清除协议;

(四) 前三项以外的船舶应当与一级船舶污染清除单位签订船舶污染清除协议。

**Article 8** For ships carrying bulk oil cargoes, their operators shall conclude ship pollution response agreements with corresponding ship pollution response organizations as follows:

1. Ships under 600 gross tons navigating or operating only within port waters: level IV or higher ship pollution response organizations;
2. Ships of 600 gross tons or more but under 2,000 gross tons navigating or operating only within port waters: level III or higher ship pollution response organizations;
3. Ships of 2,000 gross tons or more but under 10,000 gross tons navigating or operating only within port waters, and ships under 10,000 gross tons entering/leaving ports or engaging in loading/unloading or lightering operations within 20 nautical miles from the coast: level II or higher ship pollution response organizations;
4. Ships not covered by the preceding three items: level I ship pollution response organizations.

**第九条** 载运油类之外的其他散装液体污染危害性货物的船舶，其经营人应当按照以下要求与相应的船舶污染清除单位签订船舶污染清除协议：

- （一）1 万总吨以下进出港口以及在距岸 20 海里内从事装卸、过驳作业的船舶，应当与二级以上等级的船舶污染清除单位签订船舶污染清除协议；
- （二）1 万总吨以上进出港口以及在距岸 20 海里外的我国管辖水域内从事装卸、过驳作业的船舶，应当与一级船舶污染清除单位签订船舶污染清除协议。

**Article 9** For ships carrying other bulk liquid polluting cargoes except oil, operators shall conclude ship pollution response agreements with corresponding ship pollution response organizations as follows:

1. Ships under 10,000 gross tons entering/leaving ports or engaging in loading/unloading or lightering operations within 20 nautical miles from the coast: level II or higher ship pollution response organizations;
2. Ships of 10,000 gross tons or more entering/leaving ports or engaging in loading/unloading or lightering operations beyond 20 nautical miles from the coast within China's jurisdiction: level I ship pollution response organizations.

**第十条** 1 万总吨以上的载运非散装液体污染危害性货物的船舶，其经营人应当按照以下要求与相应的船舶污染清除单位签订船舶污染清除协议：

- （一）2 万总吨以下进出港口的船舶应当与四级以上等级的船舶污染清除单位签订船舶污染清除协议；
- （二）2 万总吨以上 3 万总吨以下进出港口的船舶应当与三级以上等级的船舶污染清除单位签订船舶污染清除协议；

(三) 3 万总吨以上 5 万总吨以下进出港口以及在距岸 20 海里内从事装卸、过驳作业的船舶,应当与二级以上等级的船舶污染清除单位签订船舶污染清除协议;

(四) 5 万总吨以上进出港口以及在距岸 20 海里外的我国管辖水域内从事装卸、过驳作业的船舶,应当与一级船舶污染清除单位签订船舶污染清除协议。

**Article 10** For ships of 10,000 gross tons or more carrying non-bulk liquid polluting cargoes, operators shall conclude ship pollution response agreements with corresponding ship pollution response organizations as follows:

1. Ships under 20,000 gross tons entering/leaving ports: level IV or higher ship pollution response organizations;
2. Ships of 20,000 gross tons or more but under 30,000 gross tons entering/leaving ports: level III or higher ship pollution response organizations;
3. Ships of 30,000 gross tons or more but under 50,000 gross tons entering/leaving ports or engaging in loading/unloading or lightering operations within 20 nautical miles from the coast: level II or higher ship pollution response organizations;
4. Ships of 50,000 gross tons or more entering/leaving ports or engaging in loading/unloading or lightering operations beyond 20 nautical miles from the coast within China's jurisdiction: level I ship pollution response organizations.

**第十一条** 进出我国沿海水域港口或者在港内外装卸、过驳作业的以下船舶,其经营人可不签订船舶污染清除协议:

(一) 载运中华人民共和国海事局发布的《需布设围油栏或签订船舶污染清除协议的散装液体污染危害性货物名录》之外的散装液体污染危害性货物的船舶(1 万总吨以上主推进动力装置使用燃料油的船舶除外),以及处于空载状态的 1 万总吨以下载运散装液体污染危害性货物的船舶;

(二) 仅以液化气体、醇类和电力等清洁能源为动力的载运非散装液体污染危害性货物的船舶;

(三) 船舶进出的港口或者装卸、过驳作业的附近港口不具备相应及以上等级船舶污染清除单位的。

**Article 11** Operators of the following ships entering/leaving ports in China's coastal waters or engaging in loading/unloading or lightering operations within or outside ports may not conclude ship pollution response agreements:

1. Ships carrying bulk liquid polluting cargoes not listed in the "Catalogue of Bulk Liquid Polluting Cargoes Requiring Oil Containment Booms or Ship Pollution Response Agreements" issued by the Maritime Safety Administration of China (except for ships of

10,000 gross tons or more whose main propulsion uses fuel oil), and ships under 10,000 gross tons carrying bulk liquid polluting cargoes in ballast condition;

2. Ships powered solely by clean energy such as liquefied gas, alcohols, or electricity and carrying non-bulk liquid polluting cargoes;
3. Ships whose ports of entry/exit or nearby ports for loading/unloading/lightering operations do not have ship pollution response organizations at or above the required level.

**第十二条** 船舶经营人可自行或者授权船长、船舶代理人、其他法人或自然人，与船舶污染清除单位签订船舶污染清除协议。通过授权签订船舶污染清除协议的，应当附有船舶经营人的授权文书。

**Article 12** Ship operators may conclude ship pollution response agreements with ship pollution response organizations independently or through authorization of the master, ship agents, or other legal persons/natural persons. For agreements concluded through authorization, a written authorization document from the ship operator shall be attached.

**第十三条** 船舶经营人与船舶污染清除单位应当按照中华人民共和国海事局公布的船舶污染清除协议样本，协商确定样本中未尽事项，签订船舶污染清除协议，明确双方的权利和义务。

船舶经营人与船舶污染清除单位可签订航次或固定期限的船舶污染清除协议。

船舶应当将船舶污染清除协议正本或者副本留船备查，保存至协议有效期终止。

**Article 13** Ship operators and ship pollution response organizations shall conclude ship pollution response agreements in accordance with the sample agreement published by the Maritime Safety Administration of China, negotiate and determine matters not covered in the sample, and clarify the rights and obligations of both parties.

Ship operators and ship pollution response organizations may conclude voyage-specific or fixed-term ship pollution response agreements.

Ships shall keep the original or a copy of the ship pollution response agreement on board for inspection, preserved until the agreement expires.

**第十四条** 船舶经营人与船舶污染清除单位提前终止船舶污染清除协议，或者因一方违约导致协议无效的，应当立即报告船舶污染清除单位所在地的海事管理机构。

**Article 14** If a ship operator and a ship pollution response organization terminate a ship pollution response agreement in advance or the agreement becomes invalid due to breach of contract by either party, they shall immediately report to the maritime administration where the ship pollution response organization is located.

## 第四章 信息公布与报送

### Chapter IV Information Publication and Submission

**第十五条** 船舶污染清除单位应当将下列情况通过互联网向社会公布，并确保信息和数据安全、真实、有效：

（一）本单位的污染清除能力符合本办法第三条相应能力等级和服务区域的报告；

（二）污染清除作业方案；

（三）污染物处理方案；

（四）船舶污染清除设施、设备、器材、应急船舶和人员情况；

（五）船舶污染清除协议的签订和履行情况以及参与船舶污染事故应急处置工作情况。

**Article 15** Ship pollution response organizations shall publish the following information on the internet, ensuring its security, authenticity, and validity:

1. A report confirming that their pollution response capabilities meet the corresponding capability levels and service areas specified in Article 3 of these Measures;
2. Pollution response operation plans;
3. Pollutant disposal plans;
4. Details of ship pollution response facilities, equipment, materials, emergency ships, and personnel;
5. Information on the signing and performance of ship pollution response agreements and participation in emergency response of ship pollution incidents.

**第十六条** 新成立的船舶污染清除单位应当在首次签订船舶污染清除协议前至少 30 日，按照本办法第十五条的规定向社会公布信息。现有的船舶污染清除单位应当在本办法实施之日起 30 日内，按照本办法第十五条的规定向社会公布信息。

船舶污染清除单位的污染清除能力和服务区域发生变更的,应当在变更后首次签订船舶污染清除协议前至少 30 日,将变更情况向社会公布。

船舶污染清除单位应当在每年 1 月 31 日前向社会公布上一年度船舶污染清除协议的签订和履行情况,以及参与船舶污染事故应急处置工作情况。

**Article 16** Newly established ship pollution response organizations shall publish information in accordance with Article 15 at least 30 days before signing their first ship pollution response agreement. Existing organizations shall publish such information within 30 days of the implementation of these Measures.

If a ship pollution response organization's pollution response capabilities or service area changes, it shall publish the changes at least 30 days before signing its first ship pollution response agreement after the change.

Ship pollution response organizations shall publish information on the signing and performance of ship pollution response agreements and participation in emergency response of ship pollution incidents in the previous year by January 31 of each year.

**第十七条** 船舶污染清除单位应当将向社会公布的信息同时通过中华人民共和国海事局确定的信息系统(以下简称信息系统)向服务区域所在地的海事管理机构报送。

船舶污染清除单位应当将签订的固定期限的船舶污染清除协议,通过信息系统报送服务区域所在地的海事管理机构。

**Article 17** Ship pollution response organizations shall simultaneously submit the information published to the maritime administration in their service area through the information system designated by the Maritime Safety Administration of China.

Ship pollution response organizations shall submit fixed-term ship pollution response agreements concluded through the information system to the maritime administration in their service area.

## 第五章 船舶污染清除协议的履行

### Chapter V Performance of Ship Pollution Response Agreements

**第十八条** 船舶污染清除单位应当按照《能力要求》和船舶污染清除协议,履行应急值守义务。签订船舶污染清除协议的船舶发现船舶污染清除单位



未按照本办法的要求履行应急值守义务的,应当向船舶污染清除单位所在地的海事管理机构报告。

签订船舶污染清除协议的船舶发生污染事故,船舶及其经营人、船舶污染清除单位应当按照船舶污染清除协议,及时采取污染控制和清除措施;污染事故超出船舶污染清除单位应急清污能力的,船舶及其经营人应当向事故应急指挥机构请求援助,并在事故应急指挥机构的指挥协调下开展相应的应急处置行动。

海事管理机构对船舶及其经营人、船舶污染清除单位按照船舶污染清除协议开展的应急处置行动实施监督管理,组织开展必要的监视、监测和评估。

**Article 18** Ship pollution response organizations shall perform emergency standby obligations in accordance with the Capability Requirements and ship pollution response agreements. If a ship with a signed agreement discovers that the ship pollution response organization fails to fulfill emergency standby obligations as required by these Measures, it shall report to the maritime administration where the organization is located.

In the event of a pollution incident involving a ship with a signed agreement, the ship and its operator, as well as the ship pollution response organization, shall promptly take pollution control and cleanup measures in accordance with the agreement. If the incident exceeds the organization's emergency pollution response capabilities, the ship and its operator shall request assistance from the incident command authority and carry out corresponding emergency response actions under the command and coordination of the incident command authority.

Maritime administrations shall supervise the emergency response actions taken by ships, their operators, and ship pollution response organizations in accordance with the agreements, and organize necessary monitoring and assessment.

**第十九条** 船舶经营人与船舶污染清除单位已签订船舶污染清除协议,且船舶进入船舶污染清除单位服务区域后发生污事故的,在同时满足以下条件的情况下,双方可以协商终止或者解除协议,并应当立即报告事故应急指挥机构:

(一) 船舶经营人与船舶污染清除单位已就后续的应急处置行动,作出适当的替代措施安排;

(二) 终止或者解除协议不会影响及时有效地控制和清除污染。

**Article 19** If a ship pollution response agreement has been signed and a pollution incident occurs after the ship enters the organization's service area, the parties may negotiate to terminate or dissolve the agreement under the following conditions, and shall immediately report to the incident command authority:

1. The ship operator and the ship pollution response organization have made appropriate alternative arrangements for subsequent emergency response actions;
2. Termination or dissolution of the agreement will not affect the timely and effective control and cleanup of pollution.

**第二十条** 船舶污染清除单位应当在应急处置行动结束后，对应急处置行动进行评估，并报告当地海事管理机构。评估报告至少应包括下列内容：

- （一）事故概况和应急处置情况；
- （二）船舶、设施、设备、器材以及人员的使用情况；
- （三）回收污染物的种类、数量以及后期处置情况；
- （四）污染清除作业方案、污染物处理方案以及应急预案中存在的问题和修改完善情况。

**Article 20** Ship pollution response organizations shall evaluate emergency response actions after their completion and report to the local maritime administration. The evaluation report shall include at least the following:

1. An overview of the incident and details of emergency response;
2. Use of ships, facilities, equipment, materials, and personnel;
3. Type and quantity of recovered pollutants and post-disposal measures;
4. Issues identified in pollution response operation plans, pollutant disposal plans, and emergency plans, and details of revisions and improvements.

## **第六章 监督管理**

### **Chapter VI Supervision and Administration**

**第二十一条** 船舶污染清除单位所在地的海事管理机构收到船舶污染清除单位按照本办法第十七条第一款要求报送的信息后，应当于 30 日内对船舶污染清除单位的应急清污能力开展监督检查，并按照相关规定将监督检查结果向社会公布。

**Article 21** Within 30 days of receiving the information submitted by ship pollution response organizations in accordance with Paragraph 1 of Article 17, the maritime administration where the organization is located shall conduct a supervisory inspection of its emergency pollution response capabilities and publish the inspection results to the public in accordance with relevant regulations.

**第二十二条** 海事管理机构应当对船舶污染清除单位的应急清污能力、船舶污染清除协议签订、履行情况等实施监督检查，对船舶污染清除单位的应急清污能力检查每年至少开展一次，发现不符合规定的，依法处理。海事管理机构将监督检查中发现的违法行为情况，按照有关规定向社会公布；发现的其他问题和情况按照有关规定通报、移送其他监管部门。

**Article 22** Maritime administrations shall conduct supervisory inspections of ship pollution response organizations' emergency capabilities, as well as the signing and performance of ship pollution response agreements. Inspections of emergency capabilities shall be carried out at least once a year, and any non-compliance identified shall be handled in accordance with the law.

Maritime administrations shall publicly disclose information on illegal acts identified during inspections and notify or transfer other issues to relevant regulatory authorities as appropriate.

## 第七章 附则

### Chapter VII Supplementary Provisions

**第二十三条** 鼓励船舶污染清除单位通过行业自律管理促进行业规范发展，提高船舶污染事故应急处置能力。

**Article 23** Ship pollution response organizations are encouraged to promote standardized industry development and improve emergency pollution response capabilities through self-regulatory management.

**第二十四条** 本办法所称“自有”，是指船舶污染清除单位为应急船舶的所有人并按照规定办理船舶所有权登记且所有权份额不低于 51%，对应急设施、设备和器材拥有所有权，同时实际控制应急船舶、设施、设备和器材的调度与使用。

本办法所称“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。

本办法所称“以上”“以内”包括本数，“以下”“以外”不包括本数。

**Article 24** For the purposes of these Measures:

- "Owned" means that the ship pollution response organization is the owner of the emergency ship, has completed ship ownership registration in accordance with relevant regulations, holds no less than a 51% ownership share, owns the emergency facilities,

equipment, and materials, and has actual control over the scheduling and use of emergency ships, facilities, equipment, and materials.

- "Ship operator" means the ship owner, ship manager, or operator specified in the water transport license.
- "Above" and "within" include the stated number; "below" and "outside" exclude the stated number.

第二十五条 本办法自 2025 年 5 月 20 日起实施，有效期 5 年。《中华人民共和国海事局关于印发〈船舶污染清除协议制度 管理办法〉的通知》（海危防〔2019〕489 号）同时废止。

**Article 25** These Measures shall come into force on May 20, 2025, and shall be valid for 5 years. The "Notice of the Maritime Safety Administration of China on Issuing the Administrative Measures for the Ship Pollution Response Agreement regime" (Hai Weifang [2019] No. 489) is simultaneously repealed.

**Attachment 2**

**船舶污染清除协议**

(样本)

**Ship Pollution Response Agreement**

(Sample)

## 协议样本说明

### **Introduction to the Sample Agreement**

一、为了有效实施船舶污染清除协议管理制度，根据《中华人民共和国船舶污染海洋环境应急防备和应急处置管理规定》的规定，制定船舶污染清除协议样本（以下简称本协议）。

1.This Sample Agreement for Ship Pollution Response (hereinafter referred to as "this Agreement") is formulated in accordance with the provisions of the *Regulations of the People's Republic of China on Emergency Preparedness and Response on Marine Environment Pollution from Ships* for the purpose of effectively implementing the ship pollution response agreement system.

二、船舶经营人（甲方）与船舶污染清除单位（乙方），应当根据《防治船舶污染海洋环境管理条例》以及《中华人民共和国船舶污染海洋环境应急防备和应急处置管理规定》《船舶污染清除协议制度管理办法》的有关规定，在船舶作业前或者进港前签订船舶污染清除协议。

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

三、本协议中的第一条、第二条权利义务条款为强制性条款，协议双方不得更改其内容。本协议未尽事项，协议双方可另行补充约定，但不得违反国家有关法律法规、规章规定以及本协议中甲乙双方的基本权利义务的约定。本协议的签订不得影响甲乙双方根据有关法律法规和规章的规定所享有的包括责任限制等在内的权利以及应承担的义务。

3.The rights and obligations in Article 1 and Article 2 of this Agreement are mandatory and both parties shall not change the contents

of these articles. For matters not covered in this Agreement, the parties may reach a separate supplementary agreement. In no case shall such supplementary agreement violate relevant provisions of laws, regulations and rules as well as stipulations in this Agreement concerning both parties' fundamental rights and obligations. The conclusion of this Agreement shall not prejudice the rights and obligations of both parties including limitation of liability in accordance with relevant laws, regulations and rules.

四、对协议文本中空格部位需要填写的内容，甲乙双方应当协商确定。

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

甲方：

Party A:

住所地：

Domicile:

法定代表人：

Legal representative:

联系人：

Contact person:

通讯地址：

Correspondence address:

电话：

传真：

Telephone:

Fax:

电子信箱：

E-mail:

乙方：

Party B:

能力等级及服务区域：

Qualification level and service area:

住所地：

Domicile:

法定代表人：

Legal representative:

联系人：

Contact person:

通讯地址：

Correspondence address:

电话：

传真：

Telephone:

Fax:

电子信箱：

E-mail:



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

In accordance with the relevant provisions of the *Civil Code of the People's Republic of China*, the *Marine Environment Protection Law of the Peoples Republic of China*, the *Regulations on the Administration of Prevention and Control of Marine Environment Pollution from Ships*, the *Regulations of the People's Republic of China on Emergency Preparedness and Response on Marine Environment Pollution from Ships* and the *Administrative Measures for Ship Pollution Response Agreement System* and other laws and regulations, Party A and Party B agree to reach the following agreement after equal consultation and on the basis of truthfully and completely expressing their respective intentions, and the said agreement shall be abided by both Party A and Party B.

## **第一条 甲方的权利义务**

### **Article 1 Rights and Obligations of Party A**

1. 甲方应当向乙方提供本协议框架下接受服务船舶（以下简称协议船舶，见附录一）的基本信息，并按照双方约定方式和内容，在协议船舶进入乙方服务区域前的\_\_\_\_\_天内，向乙方提供船舶有关动态信息。甲方应当在协议船舶驶离乙方服务区域前\_\_\_\_\_小时，将船舶有关动态信息告知乙方。甲方应当书面确认已收到乙方按照本协议第二条第二款提供的应急值守相关信息。

1. Party A shall provide Party B with basic information of the ships that receive services under this Agreement (hereinafter referred to as "the agreed ships", see Appendix I) , and shall, within days prior to the agreed ships' entry into Party B's service area,

inform Party B of the agreed ships' dynamic information in accordance with the time, way and contents agreed by both parties. Party A shall, within \_\_\_\_ hours prior to the agreed ships' departure from Party B's service area, inform Party B of the agreed ships' relevant dynamic information. Party A shall confirm in written form the receipt of information on the relevant emergency standby provided by Party B in accordance with stipulations of paragraph 2 of Article 2 of this Agreement.

2. 甲方应当指定联络人，并确保联络人在根据本协议开展应急防备和应急处置过程中保持联系和沟通。甲方需要变更联络人或联系方式的，应当及时书面通知乙方，在得到对方确认后，方可变更。

2. Party A shall designate a contact person, and ensure that the contact person can maintain contact and communication with Party B in the course of the emergency preparedness and response as per this Agreement. Where Party A needs to change its contact person or contact details, it shall inform Party B by a written notice in a timely manner and no alteration shall be made until receiving the other party's notice for confirmation.

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

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

4. 甲方应当在协议船舶发生污染事故时，立即通知乙方并组织开展污染控制和清除行动。甲方应当在行动结束后，配合乙方开展污染清除行动评估。

4. Party A shall, when a pollution accident happens to the agreed ship, inform Party B immediately and coordinate the

pollution control and cleanup action. Party A shall, upon completion of such actions, cooperate with Party B to carry out the evaluation on such actions.

## **第二条 乙方的权利义务**

### **Article 2 Rights and Obligations of Party B**

1. 乙方应当具有并保持相应的应急清污能力。

1. Party B shall possess relevant qualification and maintain appropriate capabilities for emergency pollution response.

2. 乙方应当书面确认已收到甲方按照第一条第一款约定提供的协议船舶的基本信息和动态信息，并按照双方约定的时间、方式和内容将乙方应急值守的相关信息告知甲方。

2. Party B shall confirm in written form the receipt of the agreed ships' basic information and dynamic information provided by Party A in accordance with the stipulation of paragraph 1 of Article 1, and inform Party A of information on relevant emergency standby provided by Party B in accordance with the time, way, and contents agreed by both parties.

3. 乙方应当指定联络人，并确保联络人在根据本协议开展应急防备和应急处置过程中保持联系和沟通。乙方提供的联系电话应当为应急联系电话，并保持值守状态。乙方需要变更联络人或联系方式的，应当及时书面通知甲方，在得到对方确认后，方可变更。

3. Party B shall designate a contact person, and ensure that the contact person can maintain contact and communication with Party A in the course of the emergency preparedness and response as per this Agreement. The telephone number provided by Party B shall be the emergency contact number, and the number shall be kept attended. Where Party B needs to change its contact person or contact details, it shall inform the other party by a written notice in a timely manner and no alteration shall be made until receiving the

other party's notice for confirmation.

4.乙方应当在接收到协议船舶驶入服务区域的通知后，做好应急值守准备，备妥应急船舶、设备和器材。乙方应按约定要求告知甲方应急值守船舶名称、待命位置、联系方式等内容。乙方应确保应急值守船舶保持值守状态，能够在规定的应急反应时间内到达现场。接到甲方协议船舶驶离服务区域的通知后，乙方可取消应急值守。

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

5.乙方应当在签订本协议时，将其制定的污染清除作业方案中英文文本向甲方提供。

5. Party B shall, when concluding this Agreement, provide Party A with a Chinese and English version of the Pollution Response Operation Plan formulated by Party B.

6.协议船舶发生污染事故时，乙方应当在甲方的组织下开展污染控制和清除行动。乙方应当在行动结束后，配合甲方开展污染清除行动评估。

6. Once a pollution accident occurs to the agreed ships, Party B shall, under the command of Party A, carry out pollution control and cleanup actions, and shall cooperate with Party A to conduct the evaluation on such actions.

### 第三条 生效、变更和终止

### **Article 3 Entry into Effect, Modification and Termination of Agreement**

1.本协议有效期为：

固定期限为\_\_\_\_ 年/月/日；或

协议船舶的\_\_\_\_ 个航次（每一航次时间另行约定）。

本协议自双方签字盖章后生效。

1.The validity period of this Agreement shall be:

A fixed term of\_\_\_\_ years / months/days, or

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

This Agreement shall enter into effect upon being duly signed and sealed by both parties.

2.未发生溢油时的合同终止。甲乙双方如需变更或终止协议，甲方或乙方应当按照约定方式提前30天通知对方，经双方协商一致后以书面形式确认。但是，协议船舶进入乙方服务区域后，任何一方不得变更或终止本协议。

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

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

In the event that either Party A or Party B needs to modify or terminate the Agreement, Party A or Party B shall give 30 days' notice to the other Party in the agreed manner and confirm in writing after mutual agreement through consultation. However, neither Party shall modify or terminate the Agreement after the agreed ship (s) has (have) entered into the service area of Party B.

Termination of the Agreement in the event of an oil spill: (1) both Party A and Party B shall report to the Incident Command

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

3.甲乙双方终止本协议，或者因一方违约导致本协议无效的，应当立即向海事管理机构报告。

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

第四条 本协议未尽事项，由双方约定后签订补充协议，见附录二。

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

甲方（盖章）：

Party A (seal)：

法定代表人/委托代理人（签名）：

Legal representative/Entrusted representative: (signature)

年 月 日

Date:

乙方（盖章）：

Party B (seal)：

法定代表人/委托代理人（签名）：

Legal representative/Entrusted representative: (signature)

年 月 日

Date:

## 附录一

### 协议船舶名单

船名	IMO 编号（国际航行船舶）/船舶识别号（国内航行船舶）	其它需要说明的事项

#### Appendix I

### List of the Agreed Ships

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



## 附录二

### Appendix II

补充协议（如有）

Supplementary Agreement （if applicable）