

Ship Emergency Response Service Agreement
between
China Classification Society
and
船公司名称
(Ref. No.: 20XX-XXX)

This Agreement has been made between China Classification Society, an organization duly registered under the laws of the People's Republic of China, having an address at CCS Mansion, 9 Dongzhimen Nan Da Jie, Beijing, 100007, China (hereinafter referred to as "CCS") and 船公司名称, a corporation registered under the laws of the People's Republic of China, having an address at 船公司地址, 邮编, China, (hereinafter referred to as "the Client").

CCS will provide to the Client its Emergency Response Service (ERS) for Ships in accordance with the terms set out in this Agreement.

1. DEFINITION

Unless the terms or context of this Agreement otherwise provide, in this Agreement, the following terms shall have the meanings set out below:

"the Ship" and "the Ships" refers to the ship or ships listed in Annex 1.

"ERS" means Emergency Response Service provided by CCS, the scope of which is listed in Article 2.4.

"Required Materials" refers to the plans and information listed in Annex 2.

"Ship Database Report" refers to the report containing information on ERS computer database of the Ship database.

"Emergency" means ship's serious casualties, such as grounding, stranding, collision, hull damage, fire, explosion, spill, or other similar occurrences.

"Emergency Information" refers to the information listed in Annex 3.

"Emergency Manual" refers to the instructional document which contains a pro forma for reporting the information required to enable CCS to provide ERS.

"Force Majeure" means any and all events which are beyond the control of CCS, and which are unforeseen, or if foreseen, unavoidable and which arise after the date of the signature of this Agreement and which prevent total or partial performance of this Agreement by CCS, such as earthquake, typhoon, flood, fire, war or any other event of Force Majeure such as other acts of nature, fire, explosion, acts of civil or military authority and which is unforeseeable and the occurrence and consequence of which cannot be prevented or avoided by reasonable efforts.

2. OBLIGATIONS FOR CCS

2.1 CCS will set up a ship specific computer database for each of the Ships following receipt of Required Materials from the Client and will maintain the Ship Database during the provision of ERS.

2.2 On completion of the Ship Database, CCS will provide Ship Database Report and Emergency Manual to the Client.

2.3 On receiving a request for ERS, CCS will commence ERS within two hours from the time of receipt of sufficient Emergency Information.

2.4 In the event of an Emergency, CCS undertakes that for the Ship in Emergency it will:

- Make damage stability analysis to provide draughts, trim, list, stability curve indicating maximum GZ, angle at maximum GZ, range of stability, area under the curve relative to the minimum requirements.
- Make damage longitudinal strength analysis indicating shear force and bending moment at various frame spaces throughout the length of the vessel and indicate the maximum values with the corresponding frame numbers.
- Provide estimate of oil cargo or bunkers lost and with water ingress (if applicable).
- Calculate grounding reaction force (if applicable). Its effect upon damage stability and damage longitudinal strength will be deduced from the information provided by the Client.
- Provide an overall assessment of the ship's damage stability and damage strength based on the above damage analyses.
- Repeat the above analyses for differing loading and tide conditions as directed by the Client.
- Work closely with the Client to verify the calculation results as needed.
- Based on independent calculations and experience, to discuss with the Client any alternatives to those provided by the Client in order to improve the damage stability and damage longitudinal strength condition of the ship (i.e. transfer ballast or cargo discharge sequence, etc).
- Recommend additional technical services as warranted and advise the Client and/or personnel responsible for other CCS services, e.g. classification, as directed by the Client.

2.5 CCS will participate in test emergency exercises at any time agreed in writing.

3. OBLIGATIONS FOR THE CLIENT

3.1 The Client undertakes that for each of the Ships it will:

- To provide CCS with all Required Materials set out in Annex 2 to enable completion of the Enrolment and to maintain and update the Ship Database;
- For ships transferred from a previous operator, confirm in writing that no changes or modifications have been made to the ships or shipping arrangements which would materially affect ERS, including, but not limited to, the damage stability or damage longitudinal strength of the Ships;
- Confirm in writing within four weeks of receipt of the ERS Ship Database Report that the information used in the Enrolment is current and provides a true and accurate representation of the current status of the Ship;
- On completion of the Enrolment arrange a test emergency exercise in order to check the technical capability and the communication aspects of ERS;
- Advise ERS in writing of any alteration in the Ship's particulars, including, but not limited to, tank boundaries and structural diminution, which could change the modeling undertaken during the Enrolment.

3.2 The Client warrants that the Ships have all the necessary valid national, international and classification certifications.

3.3 The Client will request ERS by telephone using the dedicated emergency telephone numbers shown in the ERS Emergency Manual provided by CCS.

3.4 When making a request for ERS, the Client will provide the Emergency Information set out in the Annex 3, using the ERS Emergency Manual provided by CCS as a guide. The Client acknowledges that the type, degree and extent of damage to a ship may render the CCS Database invalid. However, CCS will use its best endeavors to provide ERS.

3.5 The Client acknowledges that any failure to comply with its obligations may render ERS invalid or inaccurate.

4. FEES

4.1 The Client agrees to pay the following fees:

- Enrolment fee covering initial modeling listed in Annex 1, which is payable one week after signature of this Agreement.
- ERS annual subscription fee per ship. Fees are payable one week after issuing Ship Database Report and/or Emergency Manual. Subsequent subscriptions are payable annually.
- ERS, including emergency call out rates, test emergency exercise, changing models, reasonable expenses at cost incurred whilst performing ERS, any other services provided by CCS under this Agreement are payable on completion or unless otherwise agreed in writing.

4.2 Schedule of Fees

Refer to Annex 1

4.3 Invoices are payable within thirty (30) days of the invoice date.

4.4 If the Fee Standard is changed, the corresponding fees involved in this Agreement shall be discussed by the both two parties.

5. ADDITION/WITHDRAWAL OF SHIPS

The Client may withdraw a Ship from ERS at any time by notifying CCS in writing. No refund of the annual subscription fee will be payable in respect of the Ship being withdrawn. The Client may add a Ship to this Agreement by notifying CCS in writing. Additional Ships will be added to the Ship Database as soon as practicable. Unless expressly provided otherwise, any addition or withdrawal of a Ship will not result in an amendment to this Agreement except the part of the Fees.

6. LIABILITY

6.1 As CCS' ERS services, including but not limited to database setup, analysis, calculation, assessment, advice, and other technical services, are based on the information provided by the Client, the third party or the public, in providing such services under this Agreement, CCS does not warrant the accuracy of any information, data or advice supplied.

6.2 Nevertheless, if the Client uses ERS or any other services, information or advice or relies on any information, data or advice given by or on behalf of CCS and as a result suffers loss, damage or expense that is proved to have been caused by any negligent act, omission or error of CCS or any negligent inaccuracy in information or advice given by or on behalf of CCS,

then CCS will pay compensation to the Client for its proved loss up to but not exceeding the amount of five times of the fees charged by CCS for that particular service, information or advice and two million RMB in maximum.

6.3 Notwithstanding the previous clause, CCS will be liable only for the Client's direct loss or damage resulting from its negligent act, omission or error, and in no case shall CCS be liable for any loss of any third party who has no direct contractual relations with CCS.

7. CONFIDENTIALITY

Unless CCS Rules provided otherwise, each party, its employees and agents (on behalf of whom this clause is affirmed) agrees to maintain as confidential any information derived from the other party in connection with this Agreement or any Emergency, and shall not use or disclose to any third party (with the exception of auditors) without any prior written consent from the other party.

8. FORCE MAJEURE

CCS omission or failure to carry out or observe any stipulation, condition, or obligation to be performed under this Agreement will not give rise to any claim against CCS or be deemed to be a breach of contract if the failure or omission arises from Force Majeure.

9. GOVERNING LAW AND ARBITRATION

This Agreement shall be governed by and construed in accordance with Laws of People's Republic of China. Any dispute arising from or in connection with this Agreement between The Client and CCS shall be submitted to China Maritime Arbitration Commission for arbitration which shall be conducted in accordance with the commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

10. TERMINATION

10.1 This Agreement shall continue in full force and effect unless terminated by either party giving to the other not less than one month notice of termination in writing.

10.2 CCS shall be entitled to terminate this Agreement forthwith if the Client fails to fulfill its obligations after having received fourteen (14) days prior written notice of such default from CCS.

For and on behalf of
China Classification Society

By

Title:

Date:

For and on behalf of
船公司名称

By

Title:

Date:

Annex 1

List of Ships and Schedule of Fees

<u>No.</u>	<u>NAME</u>	<u>IMO NO.</u>	<u>CCS NO.</u> <u>(IF ANY)</u>	<u>SHIP TYPE</u>	<u>LEAD/ SISTER</u>	<u>LENGTH OVERALL (M)</u>	<u>ENROLMENT FEE (RMB)</u>

Schedule of Fees

- Current annual subscription : RMB XXX per ship
- Performing test exercises : RMB XXX per ship
- Current emergency call out rates : RMB XXX per hour
- Changing models : Estimates on request

Payment

Bank: CHINA CONSTRUCTION BANK BEIJING BRANCH BAOLI SUBBRANCH (中国建设银行北京保利支行)

A/C Name: China Classification Society (中国船级社)

A/C No. (RMB 人民币) : 11001058900052502888

Remarks:

In case of emergency, please call CCS ERS Center by the telephone numbers:
+86-10-58112333 or +86-10-58112999.

Annex 2

Required Materials List

Lead Ship

Please provide ERS with the following information for each lead ship:

Note: All materials must be finished plan.

NAME	DESCRIPTION
1 Hull form	
(a) Lines Plan and/or Table of Offsets	A lines plan showing the lines of the vessel in the transverse, profile and waterplane views. An offset table is a booklet in the form of tabular offsets. This information may have to be obtained from the builder.
(b) Table of Hydrostatics	This information is usually found in the Trim and Stability Booklet or Loading Manual but is sometimes an individual booklet.
2 Lightweight	
(a) Total as-fitted lightweight, including LCG & VCG	This is usually found in the <u>final</u> Trim & Stability Booklet or Loading Manual. If only preliminary information is available the as-fitted lightship may be found in the Inclining Experiment or DWT Check Survey.
(b) As-fitted lightweight distribution (LWD)	The LWD is the distribution of weight along the length of the vessel. It comes in a tabular format or as a plot. The data may be available in the Loading Manual or Trim and Stability Booklet. If not it may be in an individual booklet. Often, the LWD has to be obtained from the builder or class society records. Contact us if you require an example of a lightweight distribution.
3 Ship's plans	
(a) General Arrangement	A plan showing the general layout of the ship.
(b) Midship Section	A plan showing the steel structure at midship.
(c) Profile and Decks	A plan showing the steel construction of decks, frames, bulkheads, etc.
(d) Shell Expansion	A plan showing the arrangement and thickness of shell plates and shell longitudinal stiffeners.

4 Loading information	
(a) Capacity Plan	A plan showing the location and arrangement of the tanks and tables indicating the capacities and centres of those tanks, (Cargo, Water Ballast, Fuel Oil, Diesel Oil, etc.)
(b) Trim and Stability Manual (Please copy whole booklet)	For each loading condition we require details of tank weights, ship's draughts and stability parameters. Sometimes the Trim & Stability Booklet is combined with the Loading Manual (see below).
(c) Loading Manual (Please copy whole booklet)	For each loading condition we require details of all weights, ship's draughts and the calculated SF and BM along the length of the ship. Sometimes the Loading Manual is combined with the Trim & Stability Booklet (see above).
(d) Printout of loading conditions from ship's Loading Instrument/Loading Computer.	Hard copy printouts of current loaded and ballast conditions from the ship's Loading Instrument/Loading Computer.
5 Strength information	
(a) Hull girder section moduli	Section modulus is a property of the transverse section of the hull girder. Values are required for both the deck and keel and may be included on the Midship Section plan or Loading Manual (see above) or in a separate booklet or data sheet. Often, this information has to be obtained from the builder or class society records.
(b) Permissible still water bending moment and shear force values	The allowable strength limits along the length of the vessel, usually contained in the Loading Manual and/or Trim & Stability Booklet (see above).
6 Additional statutory information as applicable	
(a) Damage Control Plan	A plan indicating the locations of all the watertight and weather tight doors, cross flooding arrangements and down flooding points, etc. onboard.
(b) Fire Control Plan	A plan indicating all life saving appliances, fire-fighting equipment, detection systems, etc. onboard.
(c) Arrangement of Door, Window and Hatch in Hull Part	A plan indicating the locations of all the doors, windows and hatches, etc. in hull part.
(d) Arrangement of Air Pipe, Ventilator and suchlike in Hull Part	A plan indicating the locations of all the air pipes, ventilators and suchlike in hull part.
(e) Ballast Piping Diagram in Hull Part	A plan indicating the arrangement of ballast piping in hull part.
(f) Arrangement of Cargo and Fuel Oil Piping and Pumping System	A plan indicating Piping arrangement of cargo and fuel oil, and the layout of pumping system.
(g) Arrangement of Life-saving Appliance	A plan indicating the locations of all the life-saving appliances.

Sister Ship

Please provide ERS with the following information for each sister ship:

Note: All materials must be finished plan.

NAME	DESCRIPTION
1 Lightweight	
(a) Total as-fitted lightweight, including LCG & VCG	This is usually found in the <u>final</u> Trim & Stability Booklet or Loading Manual. If only preliminary information is available the as-fitted lightship may be found in the Inclining Experiment or DWT Check Survey.
(b) As-fitted lightweight distribution (LWD)	The LWD is the distribution of weight along the length of the vessel. It comes in a tabular format or as a plot. The data may be available in the Loading Manual or Trim and Stability Booklet. If not it may be in an individual booklet. Often, the LWD has to be obtained from the builder or class society records. Contact us if you require an example of a lightweight distribution.
2 Loading information	
(a) Capacity Plan	A plan showing the location and arrangement of the tanks and tables indicating the capacities and centres of those tanks, (Cargo, Water Ballast, Fuel Oil, Diesel Oil, etc.)
(b) Trim and Stability Manual (Please copy whole booklet)	For each loading condition we require details of tank weights, ship's draughts and stability parameters. Sometimes the Trim & Stability Booklet is combined with the Loading Manual (see below).
(c) Loading Manual (Please copy whole booklet)	For each loading condition we require details of all weights, ship's draughts and the calculated SF and BM along the length of the ship. Sometimes the Loading Manual is combined with the Trim & Stability Booklet (see above).

In addition confirm that the remainder of the plans and information shown in the table for lead ships is applicable to the sister ship.

Annex 3

Emergency Information List

It is recognised that in the early stages of an emergency that all the information below may not be available. The Client will forward the latest information to ERS as it becomes available.

1. Voyage information
 - (a) Ship name, ship's contact person and ship's communication details
 - (b) Departure date, time and port
 - (c) Loading condition data prior to incident including cargo, ballast, fuel-amount, disposition and specific gravities involved
 - (d) Intact departure draughts
2. Casualty Information
 - (a) Date, time, location and nature of casualty
 - (b) Weather conditions (e.g. Wind speed/direction, sea-state/height/ direction)
 - (c) Amounts of consumables (fuel/water) remaining or rates of consumption
 - (d) Tide rising/falling
 - (e) Current
 - (f) Nature of ship's hull bottom
3. Ship Damage Information
 - (a) Location and extent of structural damage
 - (b) Location and extent of flooded compartments
 - (c) Draughts, freeboard, deck immersion (if any), angle of heel
 - (d) Action already taken or in hand
4. Intended course of action.