

【重要提示】

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SHIPMAN 2024

STANDARD SHIP MANAGEMENT AGREEMENT BIMCO 标准船舶管理合同

PART I 第一部分

Vessel's name and IMO number (Annex A) 船舶名称、国际海事组织船舶识别号 (附件 A)	
1. Place and date of Agreement (Cl. 34) 1. 合同签订地点、日期 (第 34 条)	2. Date of commencement of Agreement (Cls. 2 and 30) 2. 合同生效日期 (第 2 条、第 30 条)
3. Owners (name, place of registered office and law of registry) (Cl. 1) 3. 船舶所有人 (名称、登记住所、登记地法) (第 1 条) (i) Name: (ii) Place of registered office: (iii) Law of registry: (1) 名称: (2) 登记住所: (3) 登记地法:	4. Managers (name, place of registered office and law of registry) (Cl. 1) 4. 船舶管理人 (名称、登记住所、登记地法) (第 1 条) (i) Name: (ii) Place of registered office: (iii) Law of registry: (1) 名称: (2) 登记住所: (3) 登记地法:
5. The Company (with reference to the ISM/ISPS Codes) (state name and IMO Unique Company Identification number. If the Company is a third party then also state registered office and principal place of business) (Cls. 1 and 9(c)(i)) 5. 公司 (参照《国际安全管理规则》和《国际船舶和港口设施保安规则》) (填写名称、国际海事组织公司识别号。若公司为第三人, 还应填写登记住所、主营业地。) (第 1 条、第 9.3.1 项) (i) Name: (ii) IMO Unique Company Identification number: (iii) Place of registered office: (iv) Principal place of business: (1) 名称: (2) 国际海事组织公司识别号: (3) 登记住所: (4) 主营业地:	6. Technical Management (state "yes" or "no" as agreed) (Cl. 4) 6. 技术管理 (按合同约定选择“是”或“否”) (第 4 条) choose an item <input type="checkbox"/> 是 <input type="checkbox"/> 否
	7. Crew Management (state "yes" or "no" as agreed) (Cl. 5(a)) 7. 船员管理 (按合同约定选择“是”或“否”) (第 5.1 款) choose an item <input type="checkbox"/> 是 <input type="checkbox"/> 否
	8. Commercial Management (state "yes" or "no" as agreed) (Cl. 6) 8. 商务管理 (按合同约定选择“是”或“否”) (第 6 条) choose an item <input type="checkbox"/> 是 <input type="checkbox"/> 否
9. Chartering Services period (only to be filled in if "yes" stated in Box8) (Cl. 6(a)) 9. 租船服务期 (仅在第 8 栏选择“是”时填写) (第 6.1 款)	10. Crew Insurance arrangements (state "yes" or "no" as agreed) 10. 船员保险安排 (按合同约定选择“是”或“否”) (i) Crew Insurances* (Cl. 5(b)); (ii) Insurance for persons proceeding to sea onboard (Cl. 5(b)(i)); (1) 船员保险* (第 5.2 款) (2) 船上随行人员保险 (第 5.2.1 项)

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	<p>*only to apply if Crew Management (Cl. 5(a)) agreed (see Box 7) *仅在第 7 栏船员管理选择“是”时适用(第 5.1 款)</p>
<p>11. Insurance arrangements (state “yes” or “no” as agreed) (Cl. 7) 11. 保险安排 (按合同约定选择“是”或“否”) (第 7 条)</p> <p>choose an item <input type="checkbox"/>是 <input type="checkbox"/>否</p>	<p>12. Optional insurances (state optional insurance(s) as agreed, such as kidnap and ransom, loss of hire and FD & D) (Cl. 11(a)(iv)) 12. 附加保险 (按合同约定填写附加保险, 例如绑架赎金险、租金损失险、抗辩险) (第 11.1.4 项)</p>
<p>13. Interest (state rate of interest to apply after due date to outstanding sums) (Cl. 9(a)) 13. 利息 (填写逾期未付款项的适用利率) (第 9.1 款)</p>	<p>14. Emission Trading Scheme Allowances (Cl. 10) 14. 碳排放交易计划配额 (第 10 条)</p> <p>(i) Subclause (a)(iii) to apply (state “yes” or “no” as agreed): (ii) Subclause (b)(iii), (iv) and (v) (state number of days to apply): (iii) Subclause (c) (state fee, if not included in annual management fee): (1) 第 10.1.3 项适用 (按合同约定选择“是”或“否”) : (2) 第 10.2.3 至 10.2.5 项适用 (填写适用天数) : 【 】天 (3) 第 10.3 款 (若费用不包含在年度管理费中, 另填写费用) :</p>
<p>15. Management fees (state amounts) (Cl. 13(a)) 15. 管理费 (填写金额) (第 13.1 款)</p> <p>(i) Predelivery management fee: (ii) Annual management fee: (1) 交船前管理费: (2) 年度管理费:</p>	<p>16. Attendance fee (state amount and number of days) (Cl. 13(c)) 16. 出勤补贴 (填写每日费率和年度约定天数) (第 13.3 款)</p> <p>(i) Daily rate: (ii) For attendance in excess of number of days per year pro rata: (1) 每日费率: (2) 年度约定天数 (超过此天数的时间按日费率计收) : 【 】天</p>
<p>17. Nominated bank account (Cl. 13(a)) 17. 指定银行账户 (第 13.1 款)</p>	<p>18. Lay-up period/number of months (Cl. 13(d)) 18. 停航期 (月份数) (第 13.4 款)</p>
<p>19. Minimum contract period (state number of months) (Cl. 30(a)) 19. 最短合同期 (填写月份数) (第 30.1 款)</p>	<p>20. Management fee on termination (state number of months to apply) (Cl. 31(h)) 20. 合同终止管理费 (填写月份数, 若适用) (第 31.8 款)</p>
<p>21. Severance Costs (state maximum amount) (Cl. 31(i)) 21. 遣散费 (填写最高金额) (第 31.9 款)</p>	

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<p>22. Law and Arbitration (Cl. 32) 22. 准据法和仲裁（第 32 条）</p> <p>(i) Any dispute arising from or in connection with this Agreement shall be submitted to China Maritime Arbitration Commission (CMAC) Shanghai Headquarters for arbitration in accordance with CMAC Arbitration Rules for the time being in force at the time of applying for arbitration; and the seat of arbitration shall be Shanghai. The arbitral award is final and binding upon all parties.</p> <p>(ii) The arbitral tribunal shall be composed of (state number to be appointed) arbitrator(s), the language of arbitration shall be (Chinese/English/Others, choose language), the governing law of the Agreement shall be (Chinese law/English law/Others, choose law).</p> <p>(1) 凡因本合同引起的或与本合同有关的任何争议，均应提交中国海事仲裁委员会上海总部，按照申请仲裁时该会现行有效的仲裁规则进行仲裁，仲裁地应为上海。仲裁裁决是终局的，对双方均有约束力。</p> <p>(2) 特别约定：仲裁庭由【 】名仲裁员组成，仲裁语言为<input type="checkbox"/>中文、<input type="checkbox"/>英文、<input type="checkbox"/>其它【 】，本合同适用<input type="checkbox"/>中国法、<input type="checkbox"/>英国法、<input type="checkbox"/>其它【 】为准据法。</p>	
<p>23. Email address for receipt of arbitration notices and communications on behalf of Owners (Cl. 32) 23. 船舶所有人接收仲裁通知、通讯的电子邮件地址（第 32 条）</p>	<p>24. Email address for receipt of arbitration notices and communications on behalf of Managers (Cl. 32) 24. 船舶管理人接收仲裁通知、通讯的电子邮件地址（第 32 条）</p>
<p>25. Notices (state full style contact details for serving notice to the Owners) (Cl. 33) 25. 通知（填写船舶所有人的详细送达地址）（第 33 条）</p>	<p>26. Notices (state full style contact details for serving notice to the Managers) (Cl. 33) 26. 通知（填写船舶管理人的详细送达地址）（第 33 条）</p>

It is mutually agreed between the Party stated in Box 3 and the Party stated in Box 4 that this Agreement consisting of PART I and PART II as well as Annexes "A" (Details of Vessel or Vessels), "B" (Details of Crew), "C" (Budget), "D" (Associated Vessels) and "E" (Fee Schedule) attached hereto, shall be performed subject to the conditions contained herein. In the event of a conflict of conditions, the provisions of PART I and Annexes "A", "B", "C", "D" and "E" shall prevail over those of PART II to the extent of such conflict but no further.

船舶所有人（第 3 栏）和船舶管理人（第 4 栏）双方同意按照本合同第一部分、第二部分、附件 A（船舶详情—单船或多船）、附件 B（船员详情）、附件 C（预算）、附件 D（关联船舶）、附件 E（费用表）的约定全面履行。若约定的条件存在冲突，合同第一部分以及附件 A、B、C、D、E 中的条款应当优先于合同第二部分中的条款，但仅限于冲突的范围内。

<p>Signature(s) (Owners) 签名（船舶所有人）</p> <p>Name: 姓名:</p> <p>Position: 职务:</p>	<p>Signature(s) (Managers) 签名（船舶管理人）</p> <p>Name: 姓名:</p> <p>Position: 职务:</p>
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PART II

第二部分

1. Definitions

1. 定义

In this Agreement save where the context otherwise requires, the following words and expressions shall have the meanings hereby assigned to them:

在本合同中，除文中另有解释，下述名词及短语具有以下特定含义：

“Affiliates” means a company, partnership, or other legal entity which controls, is controlled by, or is under common control with, a Party.

关联方，是指与当事人存在一方控制另一方，或与当事人同受一方控制的公司、合伙企业或其他法律实体。

“Company” (with reference to the ISM Code and the ISPS Code) means the organisation identified in Box 5 or any replacement organisation appointed by the Owners from time to time (see subclauses 9(b)(i) or 9(c)(ii), whichever is applicable).

公司（参照《国际安全管理规则》和《国际船舶和港口设施保安规则》），是指第 5 栏中列明的机构，或船舶所有人不时指定的其他替代机构（参第 9.2.1 项或第 9.3.2 项，以适用为准）。

“Control” means the direct or indirect ownership of fifty per cent (50%) or more of the issued share capital or any kind of voting rights in a company, partnership, or legal entity, and “controls”, “controlled” and “under common control” shall be construed accordingly.

控制，是指直接或间接拥有公司、合伙企业、法律实体已发行股本或任何形式的投票权的 50% 及以上，或任何形式的投票权；“控制”、“受控”、“共同控制”应据此解释。

“Crew” means the personnel of the numbers, rank and nationality specified in Annex “B” hereto.

船员，是指本合同附件 B 中列明数量、职务等级和国籍的人员。

“Crew Insurances” means insurance of liabilities in respect of crew risks which shall include but not be limited to death, permanent disability, sickness, injury, repatriation and loss of personal effects (see subclause 5(b) (Crew Insurances) and Clause 7 (Insurance Arrangements) and Clause 11 (Insurance Policies) and Boxes 10 and 11).

船员保险，是指承保船员风险的责任保险，该等船员风险包括但不限于死亡、永久残疾、疾病、意外伤害、遣返和个人物品遗失（参第 5.2 款—船员保险、第 7 条—保险安排、第 11 条—保单、第 10 栏、第 11 栏）。

“Delivery” means the date on which the Company identified in Box 5 becomes responsible for the Vessel under the ISM and ISPS Codes.

交船，是指第 5 栏中列明的公司，按照《国际安全管理规则》和《国际船舶和港口设施保安规则》的规定，对船舶负责的日期。

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“Flag State” means the State whose flag the Vessel is flying.

船旗国，是指船舶悬挂其旗帜的国家。

“ISM Code” means the International Management Code for the Safe Operation of Ships and for Pollution Prevention and any amendment thereto or substitution therefor.

《国际安全管理规则》，是指《国际船舶安全营运和防止污染管理规则》，以及其后所有相关修订或替代。

“ISPS Code” means the International Code for the Security of Ships and Port Facilities and the relevant amendments to Chapter XI of SOLAS and any amendment thereto or substitution therefor.

《国际船舶和港口设施保安规则》，是指《国际船舶和港口设施保安规则》，对《1974 年国际海上人命安全公约》第十一章的相关修订，以及其后所有相关修订或替代。

“Managers” means the party identified in Box 4.

船舶管理人，是指第 4 栏中列明的当事人。

“Management Services” means the services specified in SECTION 2 - Services (Clauses 4 through 7) as indicated affirmatively in Boxes 6 through 8, 10 and 11, SECTION 3 - Obligations (Clause 10) as indicated in Box 14, and all other functions performed by the Managers under the terms of this Agreement, including Predelivery Services.

管理服务，是指第二节—服务（第 4 至 7 条）中列明，并在第 6 至 8 栏、第 10 栏、第 11 栏中指明的服务；第三节—义务（第 10 条）中列明，并在第 14 栏中指明的服务；以及船舶管理人在本合同下履行的其他职责，包括交船前服务。

“Owners” means the party identified in Box 3.

船舶所有人，是指第 3 栏中列明的当事人。

“Parties” means the Owners and the Managers and each individually a “Party”.

当事人，是指船舶所有人和船舶管理人，各为一方当事人。

“Predelivery Services” means the services performed by the Managers for and in respect of the Vessel prior to Delivery.

交船前服务，是指船舶管理人在船舶交付前提供的服务。

“Severance Costs” means the costs which are legally required to be paid to the Crew as a result of the early termination of any seafarer employment agreement for service on the Vessel.

遣散费，是指因提前终止船员在船服务雇佣合同而依法应当支付给船员的费用。

“SMS” means the Safety Management System (as defined by the ISM Code).

安全管理体系，是指《国际安全管理规则》定义的安全管理体系。

“STCW” means the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978, as amended in 1995 and 2010 and any amendment thereto or substitution therefor.

《海员培训、发证和值班国际公约》，是指《1978 年海员培训、发证和值班国际公约》，经 1995 年和 2010 年修正，以及其后所有相关修订或替代。

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“Vessel” means the vessel or vessels details of which are set out in Annex “A” attached hereto.

船舶，是指本合同附件 A 中列明的船舶详情（单船或多船）。

2. Commencement and Appointment

2. 合同生效和委托

With effect from the date stated in Box 2 for the commencement of the Agreement and continuing unless and until terminated as provided herein, the Owners hereby appoint the Managers and the Managers hereby agree to act as the Managers of the Vessel in respect of the Management Services.

本合同自第 2 栏中列明的日期开始生效，并持续有效直至合同终止；在此期间，船舶所有人特此委托船舶管理人，且船舶管理人同意担任船舶的管理人并提供船舶管理服务。

3. Authority of the Managers

3. 船舶管理人的权限

Subject to the terms and conditions herein provided, during the period of this Agreement the Managers shall carry out the Management Services in respect of the Vessel as agents for and on behalf of the Owners. The Managers shall have authority to take such actions as they may from time to time in their absolute discretion consider to be necessary to enable them to perform the Management Services in accordance with sound ship management practice, including but not limited to compliance with all applicable rules and regulations. 根据本协议的条款和条件，合同存续期间，船舶管理人应当以船舶所有人的代理人的身份提供船舶管理服务。船舶管理人有权随时采取其认为有必要的行动，按照良好的船舶管理实践提供船舶管理服务，包括但不限于遵守所有适用的法律法规。

4. Technical Management

4. 技术管理

(only applicable if agreed according to Box 6).

The Managers shall provide technical management which includes, but is not limited to, the following services:

（仅在第 6 栏选择“是”时适用。）

船舶管理人应提供技术服务，包括但不限于以下服务：

(a) ensuring that the complies with the requirements of the law of the Flag State;

4.1 确保船舶符合船旗国的法律要求；

(b) ensuring compliance with the ISM Code;

4.2 确保符合《国际安全管理规则》；

(c) ensuring compliance with the ISPS Code;

4.3 确保符合《国际船舶和港口设施保安规则》；

(d) operating a drug and alcohol policy as agreed with the Owners;

4.4 执行经船舶所有人同意的毒品和酒精政策；

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(e) providing competent personnel to supervise the maintenance and general efficiency of the Vessel;

4.5 配备符合资质的专业人员监管船舶的维护和整体能效；

(f) arranging and supervising dry dockings, repairs, alterations and the maintenance of the Vessel to the standards agreed with the Owners provided that the Managers shall be entitled to incur the necessary expenditure to ensure that the Vessel will comply with all requirements and recommendations of the classification society, and with the law of the Flag State and of the places where the Vessel is required to trade;

4.6 按照与船舶所有人商定的标准，安排并监督船舶进干坞、维修、改装和维护，并有权为船舶支出并向船舶所有人收取必要费用；以确保船舶符合船级社的要求和建议、船旗国法律和船舶营运地法律；

(g) arranging the supply of necessary stores, spares and lubricating oil;

4.7 安排供应必要的物料、备件和润滑油的供应；

(h) appointing surveyors and technical consultants as the Managers may consider from time to time to be necessary;

4.8 船舶管理人根据需要委托验船师和技术顾问；

(i) arranging for the sampling and testing of fuels, as applicable; and

4.9 安排燃料的采样和测试（若适用）；

(j) in accordance with the Owners' instructions, supervising the sale and physical delivery of the Vessel under the sale agreement. However, services under this subclause 4(j) shall not include negotiation of the sale agreement or transfer of ownership of the Vessel.

4.10 依照船舶所有人的指示，按照船舶买卖合同监督船舶的买卖和实体交接；但不包括船舶买卖合同的磋商或船舶所有权的转让。

5. Crew Management and Crew Insurances

5. 船员管理和船员保险

(a) Crew Management

5.1 船员管理

(only applicable if agreed according to Box 7).

（仅在第 7 栏选择“是”时适用。）

The Managers shall provide suitably qualified Crew who shall comply with the requirements of STCW.

船舶管理人应按照《海员培训、发证和值班国际公约》配备符合资质的船员。

The provision of such crew management services includes, but is not limited to, the following services:

本船员管理服务条款包括但不限于以下服务：

(i) selecting, engaging and providing for the administration of the Crew, including, as applicable, payroll arrangements, pension arrangements, tax, social security contributions and other mandatory dues related to their employment payable in each Crew member's country of domicile;

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5.1.1 筛选、雇佣和管理船员；包括薪资和养老金的安排，税费和社会保障金的缴纳，以及缴纳船员所属国要求的与职业相关的强制性应付款项（若适用）；

(ii) ensuring that the applicable requirements of the law of the Flag State in respect of rank, qualification and certification of the Crew and employment regulations, such as Crew's tax and social insurance, are satisfied;

5.1.2 确保船员达到船旗国关于职级、资质和证书的适用要求，以及满足船旗国劳动法规的规定，例如船员税费和社会保险；

(iii) ensuring that all Crew have passed a medical examination with a qualified doctor certifying that they are fit for the duties for which they are engaged and are in possession of valid medical certificates issued in accordance with appropriate Flag State requirements or such higher standard of medical examination as may be agreed with the Owners. In the absence of applicable Flag State requirements the medical certificate shall be valid at the time when the respective Crew member arrives on board the Vessel and shall be maintained for the duration of the service on board the Vessel;

5.1.3 确保所有船员均已通过体检，并由符合资质的医生证明他们适合从事受聘的岗位，所有船员均持有按照船旗国有关规定或按照船舶所有人同意的更高标准签发的有效体检证书。若船旗国无相关规定，确保各船员的体检证书（或健康证）在该船员上船之时起并在船上服务期间保持有效；

(iv) ensuring that the Crew shall have a common working language and a command of the English language of a sufficient standard to enable them to perform their duties safely;

5.1.4 确保船员使用共同的工作语言，掌握的英文水平足以安全履行其职责；

(v) arranging transportation of the Crew, including repatriation;

5.1.5 安排船员的交通事宜，包括遣返；

(vi) arranging the supply of provisions unless provided by the Owners;

5.1.6 安排伙食供应，除非由船舶所有人供应；

(vii) training of the Crew;

5.1.7 培训船员；

(viii) conducting union negotiations; and

5.1.8 与工会进行谈判；

(ix) if the Managers are the Company, ensuring that the Crew, on joining the Vessel, are given proper familiarisation with their duties in relation to the Vessel's SMS and that instructions which are essential to the SMS are identified documented and given to the Crew prior to sailing.

5.1.9 若船舶管理人是公司，确保登船船员已适当知悉其在安全管理体系中的职责，并确保在开航前已将安全管理体系中的重要指令标识、记录并提供给船员。

(x) if the Managers are not the Company:

5.1.10 若船舶管理人不是公司：

(1) ensuring that the Crew, before joining the Vessel, are given proper familiarisation with their duties in relation to the ISM Code; and

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5.1.10.1 确保船员在登船前已合理知悉其在《国际安全管理规则》中的职责；并且

(2) instructing the Crew to obey all reasonable orders of the Company in connection with the operation of the SMS.

5.1.10.2 指示船员遵守公司为实施安全管理体系的所有合理指令。

(xi) Where Managers are not providing technical management services in accordance with Clause 4 (Technical Management):

5.1.11 若按照第 4 条（技术管理），船舶管理人不提供技术管理服务，则应：

(1) ensuring that no person connected to the provision and the performance of the crew management services shall proceed to sea on board the Vessel without the prior consent of the Owners (such consent not to be unreasonably withheld); and

5.1.11.1 确保与提供和执行船员管理服务有关的任何人未经船舶所有人事先同意不得登船（船舶所有人不得无故拒绝）；并且

(2) ensuring that in the event that the Owners' drug and alcohol policy requires measures to be taken prior to the Crew joining the Vessel, implementing such measures;

5.1.11.2 若船舶所有人要求船员在登船前就毒品和酒精政策采取措施，确保遵照实施；

(b) Crew Insurances

5.2 船员保险

(only applicable if subclause 5(a) applies and if agreed according to Box 10).

（仅在第 5.1 款适用并且第 10 栏选择“是”的情况下适用。）

The Managers shall throughout the period of this Agreement provide the following services:

船舶管理人应在合同存续期间提供以下服务：

(i) arranging Crew Insurances in accordance with the best practice of prudent managers of vessels of a similar type to the Vessel, with sound and reputable insurance companies, underwriters or associations. Insurances for any other persons proceeding to sea on board the Vessel may be separately agreed by the Owners and the Managers (see Box 10);

5.2.1 根据同类型船舶的谨慎管理人的最佳实践安排船员保险，选择财务稳健且信用良好的保险公司、承保人或保赔协会。船舶所有人和管理人可另行约定船上随行人员的保险安排（参第 10 栏）；

(ii) ensuring that the Owners are aware of the terms, conditions, exceptions and limits of liability of the insurances in subclause 5(b)(i);

5.2.2 确保船舶所有人知悉第 5.2.1 项所述的保险条款、条件、除外和责任限制；

(iii) ensuring that all premiums or calls in respect of the insurances in subclause 5(b)(i) are paid by their due date;

5.2.3 确保第 5.2.1 项所述保险的保费或会费在到期日前支付；

(iv) if obtainable at no additional cost, ensuring that insurances in subclause 5(b)(i) name the Owners as a joint assured with full cover and, unless otherwise

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agreed, on terms such that Owners shall be under no liability in respect of premiums or calls arising in connection with such insurances.

5.2.4 若不产生额外费用，确保第 5.2.1 项所述保险将船舶所有人列为共同被保险人，除非另有约定，船舶所有人不承担与保费或会费支付相关的责任。

(v) providing written evidence, to the reasonable satisfaction of the Owners, of the Managers' compliance with their obligations under subclauses 5(b)(ii), and 5(b)(iii) within a reasonable time of the commencement of this Agreement, and of each renewal date and, if specifically requested, of each payment date of the insurances in subclause 5(b)(i).

5.2.5 在本合同生效日、续签日，或若有特别要求，在第 5.2.1 项中的保险付款日起的合理时间内，向船舶所有人提供书面证据，以合理满足船舶所有人的要求，证明船舶管理人已规范履行其在第 5.2.2 项、第 5.2.3 项中的义务。

6. Commercial Management

6. 商务管理

(only applicable if agreed according to Box 8).

(仅在第 8 栏选择“是”时适用。)

The Managers shall provide the following services for the Vessel in accordance with the Owners' instructions, which shall include but not be limited to:

船舶管理人应按照船舶所有人的指示提供以下船舶服务，包括但不限于：

(a) seeking and negotiating employment for the Vessel and the conclusion (including the execution thereof) of charter parties or other contracts relating to the employment of the Vessel. If such a contract exceeds the period stated in Box 9, consent thereto in writing shall first be obtained from the Owners;

6.1 寻求并就船舶营运进行磋商，签订（包括执行）相关租船合同或与船舶营运相关的其他合同。如果此类合同超过第 9 栏中列明的期限，则应首先取得船舶所有人的书面同意；

(b) arranging for the provision of fuels of the quality specified by the Owners as required for the Vessel's trade;

6.2 安排提供符合船舶所有人指定质量要求的船舶营运所需的燃料；

(c) voyage estimating and accounting and calculation of hire, freights, demurrage and/or despatch monies due from or due to the charterers of the Vessel; assisting in the collection of any sums or emission allowances due to the Owners related to the commercial operation of the Vessel in accordance with Clause 12 (Owners' Receivables and Expenses);

6.3 船舶航次估算和账目明细，以及计算应收或应付承租人的租金、运费、滞期费、速遣费；按照第 12 条（船舶所有人的应收款项和支出款项）协助船舶所有人收取有关船舶商业营运的所有款项或碳排放配额；

If any of the services under subclause 6(a), 6(b) and 6(c) are to be excluded from the annual management fee, remuneration for these services must be stated in Annex E (Fee Schedule). See subclause 13(e).

若第 6.1 至 6.3 款项下的任何服务未包含在年度管理费中，须在附件 E（费用表）中列明此类服务的费用。参见第 13.5 款。

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(d) issuing voyage instructions;

6.4 发布航次指令；

(e) appointing agents;

6.5 委托代理人；

(f) appointing stevedores; and

6.6 委托码头装卸工；

(g) arranging surveys associated with the commercial operation of the Vessel.

6.7 安排与船舶商务运营相关的调查。

7. Insurance Arrangements

7. 保险安排

(only applicable if agreed according to Box 11).

(仅在第 11 栏选择“是”时适用。)

The Managers shall arrange insurances in accordance with Clause 11 (Insurance Policies), on such terms as the Owners shall have instructed or agreed, in particular regarding conditions, insured values, deductibles, franchises and limits of liability.

船舶管理人应根据第 11 条(保单)按照船舶所有人指示或同意的条款安排保险，特别是有关保险条件、保险价值、绝对免赔额、相对免赔额和责任限额。

8. Managers' Obligations

8. 船舶管理人的义务

(a) The Managers undertake to use their best endeavours to provide the Management Services as agents for and on behalf of the Owners in accordance with sound ship management practice and to protect and promote the interests of the Owners in all matters relating to the provision of services hereunder.

8.1 船舶管理人承诺尽其最大努力，按照良好的船舶管理实践，以船舶所有人的代理人身份提供管理服务，在与本合同所提供的服务相关的一切事项中保障和提升船舶所有人的利益。

Provided, however, that in the performance of their management responsibilities under this Agreement, the Managers shall be entitled to have regard to their overall responsibility in relation to all vessels as may from time to time be entrusted to their management and in particular, but without prejudice to the generality of the foregoing, the Managers shall be entitled to allocate available personnel and resources in such manner as in the prevailing circumstances the Managers in their absolute discretion consider to be fair and reasonable.

但在不影响上述一般性原则前提下，船舶管理人在履行管理职责时，有权根据其受托管理的所有船舶的整体责任需求，以公平合理的方式酌情分配可用人员和资源。

(b) Where the Managers are providing technical management services in accordance with Clause 4 (Technical Management), they shall procure that the requirements of the Flag State are satisfied and they (or their nominee) shall agree to be appointed as the Company, assuming the responsibility for the

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operation of the Vessel and taking over the duties and responsibilities imposed by the ISM Code and the ISPS Code, if applicable.

8.2 若船舶管理人按照第 4 条（技术管理）提供技术管理服务，须遵守船旗国的要求，并且船舶管理人（或其委托人）应同意作为受委托公司，承担船舶营运责任；并在适用情况下，承担《国际安全管理规则》和《国际船舶和港口设施保安规则》所规定的义务和责任。

9. Owners' Obligations

9. 船舶所有人的义务

(a) The Owners shall pay all sums due to the Managers punctually in accordance with the terms of this Agreement. In the event of payment after the due date of any outstanding sums the Manager shall be entitled to charge interest at the rate stated in Box 13.

9.1 船舶所有人应按照本合同的约定按时向船舶管理人支付所有应付款项。若逾期未付，船舶管理人有权按照第 13 栏中列明的利率收取利息。

(b) Where the Managers are providing technical management services in accordance with Clause 4 (Technical Management), the Owners shall:

9.2 若船舶管理人按照第 4 条（技术管理）提供技术管理服务，船舶所有人应：

(i) report (or where the Owners are not the registered owners of the Vessel procure that the registered owners report) to the Flag State administration the details of the Company responsible for compliance with the ISM and ISPS Codes;

9.2.1 向船旗国主管机关报告（若船舶所有人并非船舶的登记船东，则应敦促登记船东报告）负责《国际安全管理规则》和《国际船舶和港口设施保安规则》合规的公司的详细信息；

(ii) procure that any officers and ratings supplied by them or on their behalf comply with the requirements of STCW; and

9.2.2 确保其或其代表所配备的所有高级船员和普通船员均符合《海员培训、发证和值班国际公约》的要求；

(iii) instruct such officers and ratings to obey all reasonable orders of the Managers (in their capacity as the Company) in connection with the operation of the Managers' safety management system.

9.2.3 指示上述高级船员和普通船员服从船舶管理人（以公司身份）为实施安全管理体系的所有合理指令。

(c) Where the Managers are not providing technical management services in accordance with Clause 4 (Technical Management), the Owners shall:

9.3 若船舶管理人按照第 4 条（技术管理）不提供技术管理服务，船舶所有人应：

(i) procure that the requirements of the Flag State are satisfied and notify the Managers upon execution of this Agreement of the name and contact details of the organisation that will be the Company by completing Box 5;

9.3.1 确保满足船旗国的要求，并在签署本合同时通过填写第 5 栏的方式通知船舶管理人公司名称及联系方式；

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(ii) if the Company changes at any time during this Agreement, notify the Managers in a timely manner of the name and contact details of the new organisation;

9.3.2 若公司在本合同存续期间有任何变更，及时通知船舶管理人新公司的名称及联系方式；

(iii) procure that the details of the Company, including any change thereof, are reported to the Flag State administration as required to comply with the ISM and ISPS Codes. The Owners shall advise the Managers in a timely manner when the Flag State administration has approved the Company; and

9.3.3 确保公司的详细信息（包括任何变更）报告给船旗国主管机关，以符合《国际安全管理规则》和《国际船舶和港口设施保安规则》的要求。船舶所有人应在船旗国主管机关批准公司后及时通知船舶管理人；以及

(iv) unless otherwise agreed, arrange for the supply of provisions at their own expense.

9.3.4 除非另有约定，船舶所有人自行安排并承担伙食费用。

(d) Where the Managers are providing crew management services in accordance with subclause 5(a) the Owners shall:

9.4 若船舶管理人按照第 5.1 款提供船员管理服务，船舶所有人应：

(i) inform the Managers prior to ordering the Vessel to any excluded or additional premium area under any of the Owners' Insurances by reason of war risks and/or piracy or like perils and pay whatever additional costs may properly be incurred by the Managers as a consequence of such orders including, if necessary, the costs of replacing any member of the Crew. Any delays resulting from negotiation with or replacement of any member of the Crew as a result of the Vessel being ordered to such an area shall be for the Owners' account. Should the Vessel be within an area which becomes an excluded or additional premium area the above provisions relating to cost and delay shall apply;

9.4.1 船舶所有人应在指示船舶前往因战争风险、海盗风险或类似风险而被保险除外或需附加保费的区域前通知船舶管理人，并支付船舶管理人因此类指令可能产生的合理的额外费用，包括必要时更换船员的费用。由于与船员协商或更换船员导致的所有延误由船舶所有人承担。船舶位于上述船舶所有人保险除外或需附加保费的区域时，上述费用和延误的规定同样适用；

(ii) agree with the Managers prior to any change of flag of the Vessel and pay whatever additional costs may properly be incurred by the Managers as a consequence of such change. If agreement cannot be reached then either Party may terminate this Agreement in accordance with subclause 31(f); and

9.4.2 在更换船旗前，与船舶管理人协商一致并支付任何因此合理产生的额外费用。若无法协商一致，任何一方均可根据第 31.6 款终止本合同；

(iii) provide, at no cost to the Managers, in accordance with the requirements of the law of the Flag State, or higher standard, as mutually agreed, adequate Crew accommodation and living standards.

9.4.3 在船舶管理人不承担费用的前提下，按船旗国法律要求或双方约定的更高标准，提供适当的船员住宿和生活条件。

(e) Where the Managers are not the Company, the Owners shall ensure that Crew are properly familiarised with their duties in accordance with the Vessel's

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SMS and that instructions which are essential to the SMS are identified, documented and given to the Crew prior to sailing.

9.5 若船舶管理人不是公司，船舶所有人应确保船员已适当知悉其在安全管理体系中的职责，并确保在出航前将安全管理体系中的重要指令列明、记录并提供给船员。

10. Emission Trading Scheme Allowances

10. 碳排放交易计划配额

ATTENTION: It is strongly recommended that the Parties read the accompanying explanatory notes and, in particular, carefully consider the consequences of the Owners mandating and the Managers accepting such mandate by a signed document whereby the Managers assume responsibility for compliance with applicable Emission Scheme(s) under subclause (b) of this Clause. The Parties should complete the number of days in subclause (b)(iii), (iv) and (v).

注意：强烈建议当事人双方阅读随附的解释性说明文件，特别是仔细考虑船舶所有人授权并且船舶管理人接受此授权的后果，通过签署文件，船舶管理人承担第 10.2 款下适用的排放交易计划的责任。双方当事人应填写第 10.2.3 至 10.2.5 项中的天数。

Notwithstanding any other provision in this Agreement, the Owners and the Managers (together the “Parties” and each individually a “Party”) agree as follows:

无论本合同其他条款有何规定，船舶所有人和船舶管理人（合称“双方当事人”，单独称为“一方当事人”）合意如下：

“Emission Allowances” means an allowance, credit, quota, permit or equivalent, representing a right of a vessel to emit a specified quantity of greenhouse gas emissions recognised by the Emission Scheme.

排放配额，是指额度、信用额度、配额、许可或其等价物，以代表船舶在碳排放交易计划的许可下排放特定数量温室气体的权利。

“Emission Data” means data and records of the Vessel’s emissions in the form and manner necessary to calculate its Emission Allowances.

排放数据，是指以计算排放配额所需的形式和方式记录的船舶排放数据和记录。

“Emission Scheme” means a greenhouse gas emissions trading scheme which for the purposes of this Clause shall include the European Union Emissions Trading System and any other similar systems imposed by applicable lawful authorities that regulate the issuance, allocation, trading or surrendering of Emission Allowances.

排放计划，是指碳排放交易计划，包括欧盟碳排放交易体系以及其他适用的合法当局实行的类似体系，规范排放配额的发行、分配、交易或清缴。

“Responsible Entity” means the party responsible for compliance under any Emission Scheme(s) applicable to the Vessel by law and/or regulation.

责任实体，是指依法或法规负责船舶碳排放交易计划合规的当事人。

(a) Owners as Responsible Entity

10.1 船舶所有人是责任实体

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Where the Owners are the Responsible Entity:

船舶所有人是责任实体的情况下:

(i) the Owners shall comply with or procure compliance with any Emission Scheme(s) applicable to the Vessel throughout the period of this Agreement at their expense.

10.1.1 本合同存续期间，船舶所有人应遵守适用于船舶的任何排放计划，或敦促维持船舶有关排放计划的合规，并自行承担相关费用。

(ii) the Managers shall provide the Owners with Emission Data in a timely manner to enable compliance with subclause (i) above, and/or at regular intervals to be agreed between the Parties. Such Emission Data shall be verified by an accredited verifier, where applicable, and if required by Owners audited by an independent party approved by them, at the Owners' expense.

10.1.2 船舶管理人应及时或经双方当事人商议定期向船舶所有人提供排放数据，以便其能够遵守第 10.1.1 项。此类排放数据应由合格的认证方验证（若适用），若船舶所有人要求，还应由经船舶所有人批准的独立方审计，费用由船舶所有人承担。

(iii) Emission Scheme Management Services

10.1.3 排放计划管理服务

This subclause (iii) is applicable only if the Parties state “Yes” in Box 14(i).

本项仅在双方当事人在第 14.1 栏中选择“是”时适用。

The Managers shall provide Emission Scheme management services which shall include, but not be limited to, the following:

船舶管理人应提供排放计划管理服务，包括但不限于以下服务:

(1) providing the Owners with Emission Data in accordance with subclause (a)(ii) above together with the calculation of the Emission Allowances required;

10.1.3.1 按照第 10.1.2 项向船舶所有人提供排放数据，并同时提供所要求的排放配额的计算;

(2) arranging the monitoring and reporting of the Emission Data to the administering authority in accordance with the Emission Scheme(s); and

10.1.3.2 按照排放计划对排放数据进行监测并报告给主管机构;

(3) arranging the surrender of the Owners' Emission Allowances in accordance with the Emission Scheme(s).

10.1.3.3 按照排放计划清缴船舶所有人的排放配额。

(b) Managers as Responsible Entity

10.2 船舶管理人是责任实体

Where the Managers (or the Managers' nominee) are made the Responsible Entity under any Emission Scheme(s) applicable to the Vessel, or assume that responsibility by agreement between the Parties in accordance with such Emission Scheme(s)*, the following shall apply:

船舶管理人（或其受托人）被指定为船舶排放计划下的责任实体时，或经双方当事人协议会承担该责任时，适用以下条款:

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(i) The Managers shall provide the Owners with Emission Data in accordance with subclause (a)(ii) above together with the calculation of the Emission Allowances required.

10.2.1 船舶管理人应按照第 10.1.2 项向船舶所有人提供排放数据，并同时提供所要求的的排放配额的计算。

(ii) The Managers shall monitor and report Emission Data to the administering authority in accordance with the Emission Scheme(s) applicable to the Vessel.

10.2.2 船舶管理人应按照船舶适用的排放计划对排放数据进行监测并报告给主管机构；

(iii) The Managers shall each month prepare and present to the Owners, in writing, their estimates of the Emission Allowances for the Vessel for the ensuing month, including the reconciliation of the Vessel's actual emissions under each Emission Scheme applicable to the Vessel for the previous months and adjustment for any previous shortfall or excess. Such Emission Allowances shall be received by the Managers (or the Managers' nominee) from the Owners within the number of days stated in Box 14(ii) after receipt by the Owners of the Managers' written request.

10.2.3 船舶管理人应每月向船舶所有人准备并提交下一月船舶排放配额的书面估算，包括船舶前几个月实际排放的对账以及对之前任何不足或超额的调整。该排放配额应在船舶所有人收到船舶管理人的书面请求后，于第 14.2 栏注明的天数内，由船舶所有人转让给船舶管理人（或其受托人）。

(iv) No later than fourteen (14) days prior to termination of this Agreement, the Managers shall prepare and present to the Owners, in writing, their estimates of the Emission Allowances due for the Vessel for the final month or part thereof, except that where the Agreement is terminated in circumstances which do not allow the Managers fourteen (14) days' time the Managers shall notify the Owners of said Emission Allowances as soon as possible. Within the number of days stated in Box 14 (ii) of such notification, but not later than the termination of the Agreement, the Emission Allowances notified by the Managers shall be transferred by the Owners to the Managers (or the Managers' nominee).

10.2.4 船舶管理人需至少在本合同终止前提前十四（14）天向船舶所有人准备并提交最后一个月（或部分）船舶排放配额的书面估算；若相关情况不允许提前十四（14）天通知，则应尽快通知。船舶所有人在第 14.2 栏注明的天数内，最晚在合同终止前，应当将船舶管理人通知的排放配额转让给船舶管理人（或其受托人）。

(v) Any difference between the Emission Allowances estimated according to subclause (b)(iv) above and the Emission Allowances actually due according to the Emission Scheme(s) applicable to the Vessel as at the time and date of termination of this Agreement, shall be reconciled and settled between the Parties within the number of days stated in Box 14(ii).

10.2.5 双方当事人应在第 14.2 栏注明的天数内，对按照第 10.2.4 项估算的排放配额与合同到期的实际排放配额之间的差额，逐笔核对并结算。

(vi) The Parties may agree to financial security for the Owners' obligations under subclause (b)(iii), (iv) and (v) above. In any event, the Owners shall provide the Managers (or the Managers' nominee) in a timely manner with the Emission Allowances required to fulfil their obligations under the applicable Emission Scheme(s).

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10.2.6 双方当事人可就船舶所有人在第 10.2.3 至 10.2.5 项下承担的义务提供财务担保达成合意。在所有情况下，船舶所有人应及时向船舶管理人(或其受托人)提供履行其在适用的排放计划下义务所需的排放配额。

(vii) The Managers (or the Managers' nominee) shall surrender the Emission Allowances in accordance with the Emission Scheme(s) applicable to the Vessel, subject always to the Owners being/remaining responsible for providing such emission Allowances to the Managers (or the Managers' nominee).

10.2.7 船舶管理人(或其受托人)应按照适用的船舶排放计划清缴排放配额，前提是船舶所有人应负责向船舶管理人(或其受托人)提供此类排放配额。

(viii) Any Emission Allowances or financial security transferred by the Owners to the Managers (or the Managers' nominee) under this subclause (b) shall be held to the credit of the Owners separately until surrendered to the administering authority of the Emission Scheme(s) applicable to the Vessel.

10.2.8 船舶所有人按照第 10.2 款向船舶管理人(或其受托人)转让的全部排放配额或财务担保，应单独记在船舶所有人名下，直至按照适用的船舶排放计划清缴给主管机构。

(c) The Owners shall pay to the Managers the fee stated in Box 14(iii) in an area subject to an Emission Scheme applicable to the Vessel. If no amount is entered in Box 14(iii), such fee shall be assumed to be included in the annual management fee.

10.3 船舶所有人应按照适用的船舶排放计划向船舶管理人支付第 14.3 栏中注明的费用。若第 14.3 栏中未注明费用，则该费用包含在年度管理费中。

(d) If either Party fails to comply with any of its obligations under this Clause, the other Party shall be entitled to terminate this Agreement with immediate effect by giving notice to the Party in default. The European Union Emission Trading System's Commission Implementing Regulation (EU) 2023/2599 of 22 November 2023 laying down rules for the application of Directive 2003/87/EC requires a signed document clearly indicating that the Managers have been duly mandated by the Owners for the Managers to assume responsibility under subclause (b).

10.4 若一方当事人未能遵守第 10 条中的义务，另一方当事人有权通知违约方并立即终止本合同。欧盟碳排放交易体系委员会于 2023 年 11 月 22 日实施欧盟 2023/2599 号法规，规定了欧盟理事会第 2003/87/EC 号指令适用规则，要求双方当事人签署文件，由船舶所有人明确授权船舶管理人承担第 10.2 款下的相关责任。

11. Insurance Policies

11. 保单

The Owners shall procure, whether by instructing the Managers under Clause 7 (Insurance Arrangements) or otherwise, that throughout the period of this Agreement:

船舶所有人在合同存续期间，无论是按照第 7 条(保险安排)指示船舶管理人或采用其他方式，应确保：

(a) at the Owners' expense, the Vessel is insured for not less than its sound market value or entered for its full gross tonnage, as the case may be, for:

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11.1 船舶应按不低于其完好市价或总吨位投保下列险种，由船舶所有人承担保费，视具体情况包括：

(i) hull and machinery marine risks (including but not limited to crew negligence) and excess liabilities;

11.1.1 船壳险（包括但不限于船员疏忽）和超额责任险；

(ii) protection and indemnity risks (including but not limited to pollution risks, diversion expenses and, except to the extent insured separately by the Managers in accordance with subclause 5(b)(i), Crew Insurances);

11.1.2 保赔险（包括但不限于污染风险、绕航费用、以及船员保险，除非船舶管理人已按照第 5.2.1 项单独投保船员保险）；

NOTE: If the Managers are not providing crew management services under subclause 5(a) (Crew Management) or have agreed not to provide Crew Insurances separately in accordance with subclause 5(b)(i), then such insurances must be included in the protection and indemnity risks cover for the Vessel (see subclause 11(a)(ii) above).

注：若船舶管理人按照第 5.1 款（船员管理）不提供船员管理服务，或按照第 5.2.1 项不单独投保船员保险，则该保险必须包括在船舶的保赔险中（参第 11.1.2 项）。

(iii) war risks (including but not limited to piracy, blocking and trapping, protection and indemnity, terrorism and crew risks); and

11.1.3 战争险（包括但不限于海盗、封锁和受困、保赔、恐怖主义和船员风险）；

(iv) such optional insurances as may be agreed (such as kidnap and ransom, loss of hire and FD&D) (see Box 12).

11.1.4 双方当事人约定的附加保险（例如绑架赎金险、租金损失险、抗辩险）（参第 12 栏）。

Subclauses 11(a)(i) through 11(a)(iv) all in accordance with the best practice of prudent owners of vessels of a similar type to the Vessel, with sound and reputable insurance companies, underwriters or associations (“the Owners’ Insurances”);

第 11.1.1 至 11.1.4 项均应符合合同类船舶的谨慎船东的最佳实践，选择财务稳健且信用良好的保险公司、承保人或保赔协会投保（船舶所有人的保险）；

(b) all premiums and calls on the Owners’ Insurances are paid by their due date;

11.2 船舶所有人保险的所有保费和会费应在到期日前支付；

(c) the Owners’ Insurances name the Managers and, subject to underwriters’ agreement, any third party designated by Managers as a joint assured, with full cover. It is understood that in some cases, such as protection and indemnity, the normal terms for such cover may impose on the Managers and any such third party a liability in respect of premiums or calls arising in connection with the Owners’ Insurances.

11.3 船舶所有人保险，经承保人同意，应将船舶管理人及其指定的第三人列为共同被保险人，并享有全额保险。已知悉在某些情况下，例如保赔险，船舶管理人及其指定的第三人会因保险的一般条款而需对船舶所有人保险的保费或会费承担支付责任。

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If obtainable at no additional cost, however, the Owners shall procure such insurances on terms such that neither the Managers nor any such third party shall be under any liability in respect of premiums or calls arising in connection with the Owners' Insurances. In any event, on termination of this Agreement in accordance with Clause 30 (Duration of the Agreement) and Clause 31 (Termination), the Owners shall procure that the Managers and any third party designated by the Managers as joint assured shall cease to be joint assured and, if reasonably achievable, that they shall be released from any and all liability for premiums and calls that may arise in relation to the period of this Agreement; and

若增加共同被保险人不产生额外费用，船舶所有人应在保险条款中确保船舶管理人及其指定的第三人无需承担船舶所有人保险所产生的保费或会费。任何情况下，按照第 30 条（合同期限）和第 31 条（合同终止）终止本合同时，船舶所有人应确保船舶管理人及其指定的第三人不再作为共同被保险人，切实可行时，应确保免除他们承担本合同存续期间的任何及所有保费和会费的责任。

(d) written evidence is provided, to the reasonable satisfaction of the Managers, of the Owners' compliance with their obligations under this Clause 11 within a reasonable time of the commencement of the Agreement, and of each renewal date and, if specifically requested, of each payment date of the Owners' Insurances.

11.4 在本合同生效日、续签日，若有特别要求，在船舶所有人保险支付日的合理时间内，船舶所有人应规范履行其在第 11 条中的义务，并提供令船舶管理人合理满意的书面证据。

12. Owners' Receivables and Expenses

12. 船舶所有人的应收款项和支出款项

(a) Except as provided in subclause 12(c) all monies collected by the Managers under the terms of this Agreement (other than monies payable by the Owners to the Managers) and any interest thereon shall be held to the credit of the Owners in the nominated bank account stated in Box 17.

12.1 除第 12.3 款情形外，船舶管理人按照本合同条款收取的所有款项（船舶所有人应付船舶管理人的款项除外）及利息应记入船舶所有人在第 17 栏中指定的银行账户。

(b) All expenses incurred by the Managers under the terms of this Agreement on behalf of the Owners (including expenses as provided in subclause 13(c)) may be debited against the Owners in the account referred to under subclause 12(a) but shall in any event remain payable by the Owners to the Managers on demand.

12.2 船舶管理人代表船舶所有人按照本合同条款产生的所有费用（包括第 13.3 款规定的费用），可从第 12.1 款中提到的银行账户中扣除，并不排除任何情况下船舶管理人要求船舶所有人支付相关费用的权利。

(c) All monies collected by the Managers under Clause 6 (Commercial Management) shall be paid into a bank account in the name of the Owners or as may be otherwise advised by the Owners in writing.

12.3 船舶管理人按照第 6 条（商务管理）收取的全部款项应支付到以船舶所有人名义开设的银行账户，或按船舶所有人书面指示的方式处理。

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(d) All emission allowances collected by the Managers under Clause 6 (Commercial Management) shall be deposited into the account advised by the Owners in writing.

12.4 船舶管理人按照第 6 条（商务管理）收取的全部排放配额应存入船舶所有人书面通知的账户。

13. Management Fees and Expenses

13. 管理费用和支出

(a)(i) The Owners shall pay to the Managers a predelivery management fee as stated in Box 15(i) at the same time as the Owners pay the first instalment of the annual management fee to the Managers according to subclause 13(a)(ii). If Box 15(i) is left blank, an amount equivalent to one twelfth (1/12th) of the annual management fee shall apply. The predelivery management fee shall be payable to the nominated bank account stated in Box 17.

13.1.1 船舶所有人应按照第 15.1 栏向船舶管理人支付交船前管理费，支付时间与船舶所有人按照第 13.1.2 项向船舶管理人支付首期年度管理费的时间相同。若第 15.1 栏未填写，金额则为年度管理费的十二分之一（1/12）。交船前管理费应支付到第 17 栏中指定的银行账户。

(ii) The Owners shall pay to the Managers an annual management fee as stated in Box 15(ii) for their services as Managers under this Agreement, which shall be payable in equal monthly instalment in advance, the first instalment (pro rata if appropriate) being payable as from Delivery and subsequent instalments being payable at the beginning of every calendar month. The annual management fee shall be payable to the nominated bank account stated in Box 17.

13.1.2 船舶所有人应按照本合同向船舶管理人就其提供的服务支付第 15.2 栏列明的年度管理费，每月等额分期预付，首期付款（适用时按比例）于交船日支付，随后各期于每月初支付。年度管理费应支付到第 17 栏指定的银行账户。

(iii) In the event Delivery of the Vessel does not take place for any reason other than default by the Managers, the predelivery management fee stated in Box 15(i) shall remain payable by the Owners to the Managers.

13.1.3 如果因船舶管理人违约以外的任何原因船舶未能交付，船舶所有人仍应向船舶管理人支付第 15.1 栏载明的交船前管理费。

(b) The annual management fee shall be subject to an annual review and the proposed fee shall be presented in the annual budget in accordance with subclause 14(a).

13.2 年度管理费应进行年度评估，拟议费用应按照第 14.1 款在年度预算中写明。

(c) The Managers shall, at no extra cost to the Owners, provide their own office accommodation, office staff, facilities and stationery. Without limiting the generality of this Clause 13 (Management Fees and Expenses) the Owners shall reimburse the Managers for postage and communication expenses, travelling expenses, and other out of pocket expenses properly incurred by the Managers in the performance of the Management Services. Any days used by the Managers' personnel travelling to or from or attending on the Vessel or otherwise used in connection with the Management Services in excess of those agreed shall be charged in accordance with Box 16.

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13.3 船舶管理人须提供自置办公室、办公人员、设施和办公用品，而不得向船舶所有人增加费用。在不影响第 13 条（管理费用和支出）一般效力的情况下，船舶所有人应据实报销船舶管理人提供管理服务过程中产生的邮费、通讯费用、差旅费用及其他实付的合理费用。船舶管理人员差旅往返船舶或随船或提供其他管理服务花费的时间，超出双方约定的天数时，应按照第 16 栏所载的日费率计费。

(d) If the Owners decide to layup the Vessel and such layup lasts for more than the number of months stated in Box 18, an appropriate reduction of the annual management fee for the period exceeding such period until one (1) month before the Vessel is again put into service shall be mutually agreed between the Parties. If the Managers are providing crew management services in accordance with subclause 5(a), consequential costs of reduction and reinstatement of the Crew shall be for the Owners' account. If agreement cannot be reached then either Party may terminate this Agreement in accordance with subclause 31(e).

13.4 若船舶所有人决定将船舶搁置，且停航时间超过第 18 栏中列明的月份数，则超过期间直至船舶重新投入营运前一（1）个月期间的年度管理费可由双方当事人协商适当扣减。若船舶管理人按照第 5.1 款提供船员管理服务，则船员减员和复员的相关费用应由船舶所有人承担。若无法协商一致，任何一方当事人可以按照第 31.5 款终止本合同。

(e) Save as otherwise provided in this Agreement, all discounts and commissions obtained by the Managers in the course of the performance of the Management Services shall be credited to the Owners.

13.5 除非合同另有约定，船舶管理人在提供管理服务过程中获得的所有折扣和佣金均归船舶所有人。

(f) All payments of fees and any other payments due to the Managers under this Agreement shall be made without any set-off whatsoever and free and clear of any withholding or deduction for, or on account of, any present or future stamp or other taxes, levies, fees, charges, restrictions or conditions of any nature. If the Owners are required by any authority in any country to make any withholding or deduction from any such payment, the sum due from the Owners in respect of such payment will be increased to the extent necessary to ensure that, after the making of such withholding or deduction the Managers receive a net sum equal to the amount which they would have received had no such deduction or withholding been required to be made.

13.6 所有本合同下应付船舶管理人的费用及其他款项，不得作任何抵销，并且不得预扣或扣除任何现有或预期的印花税、其他税款、费用、收费、限制或条件。若船舶所有人收到任何国家主管当局要求对此类款项进行预扣或扣除，船舶所有人应增加相应金额，以确保在此类预扣或扣除后，船舶管理人收到的净额与无此类预扣或扣除的情况相等。

(g) Any change of the nominated bank account stated in Box 17 shall only be made in accordance with a secure protocol agreed between the Parties in writing, which shall include a secondary verification process. Under no circumstances shall any change of the nominated bank account be made by email alone.

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13.7 对于第 17 栏中指定的银行账户的任何变更，仅能按照双方当事人书面同意的安全协议进行，该协议应包含二次验证流程。任何情况下均不得仅通过电子邮件变更指定的银行账户。

14. Budgets and Management of Funds

14. 预算和资金管理

(a) The Managers' initial budget (including predelivery costs and expenses, as applicable) is set out in Annex "C" hereto. Subsequent budgets shall be for twelve (12) month periods and shall be prepared by the Managers and presented to the Owners not less than three (3) months before the end of the budget year.

14.1 船舶管理人的初始预算（包括交船前的开销，若适用）在附件 C 中列明。后续预算为十二（12）个月周期，由船舶管理人编制，并应在预算年度结束前不少于三（3）个月提交给船舶所有人。

(b) The Owners shall state to the Managers in a timely manner, but in any event within one (1) month of presentation, whether or not they agree to each proposed annual budget. The Parties shall negotiate in good faith and if they fail to agree on the annual budget, including the annual management fee, either Party may terminate this Agreement in accordance with subclause 31(e).

14.2 船舶所有人应及时且无论如何应在预算提交后的一（1）个月内向船舶管理人表明是否同意该年度预算。双方当事人应本着诚信原则友好协商，如果无法就包括年度管理费在内的年度预算达成一致，则任何一方当事人可按照第 31.5 款终止本合同。

(c) Following the agreement of the budget, the Managers shall prepare and present to the Owners their estimate of the working capital requirement for the Vessel and shall each month request the Owners in writing to pay the funds required to run the Vessel for the ensuing month, including the payment of any occasional or extraordinary item of expenditure, such as emergency repair costs, additional insurance premiums, bunkers or provisions. Such funds shall be received by the Managers within ten (10) running days after the receipt by the Owners of the Managers' written request and shall be held to the credit of the Owners in the nominated bank account stated in Box 17.

14.3 在预算获得同意后，船舶管理人应编制并向船舶所有人提交船舶营运资金需求的估算，并按月以书面形式请求船舶所有人支付次月的船舶营运资金，包括非经常性或特殊开支，例如紧急维修费、附加保险费、燃油或伙食费。船舶所有人应在收到船舶管理人书面请求后的十（10）个自然日内支付这些款项，并存入第 17 栏中指定的船舶所有人的银行账户。

(d) The Managers shall at all times maintain and keep true and correct accounts in respect of the Management Services in accordance with the relevant International Financial Reporting Standards or such other standard as the Parties may agree, including records of all costs and expenditure incurred, and produce a comparison between budgeted and actual income and expenditure of the Vessel in such form and at such intervals as shall be mutually agreed.

14.4 船舶管理人应按照相关国际财务报告标准或经双方当事人约定的其他标准，始终保持并留存管理服务相关的真实和准确的账目，包括产生的所有开支和费用的记录，并以双方商定的形式和频率提供预算和实际收支的比较。

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The Managers shall make such accounts available for inspection and auditing by the Owners and/or their representatives in the Managers' offices or by electronic means, provided reasonable notice is given by the Owners.

若船舶所有人给予合理通知，船舶管理人应提供上述账目供船舶所有人及其代表在船舶管理人办公室或通过电子方式查阅和审计。

(e) Notwithstanding anything contained herein, the Managers shall in no circumstances be required to use or commit their own funds to finance the provision of the Management Services.

14.5 无论是否在此约定，船舶管理人在任何情况下均无义务使用或承诺使用自有资金来提供管理服务。

15. Trading Restrictions

15. 航行区域限制

If the Managers are providing crew management services in accordance with subclause 5(a) (Crew Management), the Owners and the Managers will, prior to the commencement of this Agreement, agree on any trading restrictions to the Vessel that may result from the terms and conditions of the Crew's employment and shall review such trading restrictions if warranted during the period of this Agreement.

若船舶管理人按照第 5.1 款（船员管理）提供船员管理服务，本合同生效前，双方当事人应约定因船员雇佣的条款和条件可能导致的航行区域限制，并在合同存续期间对此酌情审查。

16. Replacement

16. 船员更换

If the Managers are providing crew management services in accordance with subclause 5(a) (Crew Management), the Owners may require the replacement, at their own expense, at the next reasonable opportunity, of any member of the Crew found on reasonable grounds to be unsuitable for service. If the Managers have failed to fulfill their obligations in providing suitable qualified Crew within the meaning of subclause 5(a) (Crew Management), then such replacement shall be at the Managers' expense.

若船舶管理人按照第 5.1 款（船员管理）提供船员管理服务，船舶所有人可利用合适机会，自行承担费用，向船舶管理人要求更换其基于合理理由认为不适合提供服务的船员。若船舶管理人未尽到第 5.1 款（船员管理）中要求的提供合格船员的义务，因此而导致的船员更换的费用由船舶管理人承担。

17. Managers' Right to Subcontract

17. 船舶管理人分包权

The Managers shall not subcontract any of their obligations hereunder without the prior written consent of the Owners which shall not be unreasonably withheld, however, the Managers may use their Affiliates to provide services ancillary to the Management Services. In any event the Managers shall remain fully liable for the due performance of the Management Services under this Agreement.

未经船舶所有人事先书面同意（不得无理拒绝），船舶管理人不得分包其在本合同下的义务；但船舶管理人可以使用其关联公司提供管理服务的辅助服务。在所有情况下，船舶管理人应对本合同下管理服务的妥善履行负全部责任。

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18. Change of Control

18. 控制权变更

Each Party undertakes to provide the other at least fifteen (15) days' written notice of any proposed change of Control of such Party. The other Party shall be deemed to consent if it does not object in writing within fifteen (15) days of receipt of the written notice. If the other Party objects and agreement cannot be reached, then either Party may terminate this Agreement in accordance with subclause 31(f).

双方当事人承诺其控制权拟发生变更时，至少提前十五（15）天以书面的形式通知另一方。若另一方在收到书面通知后的十五（15）天内未提出书面反对，则视为同意。若另一方提出反对且双方无法达成合意，任何一方均可根据第 31.6 款终止本合同。

19. Responsibilities

19. 责任

(a) Force Majeure

19.1 不可抗力

Neither Party shall be liable for any loss, damage or delay due to any of the following force majeure events and/or conditions to the extent that the Party invoking force majeure is prevented or hindered from performing any or all of their obligations under this Agreement, provided they have made all reasonable efforts to avoid, minimise or prevent the effect of such events and/or conditions: 在下列不可抗力事件和/或条件影响到一方且阻碍其履行本合同项下的义务，只要该方已经尽了所有合理努力避免、减小或阻止此类事件和/或条件的影响，则任何一方无须为此造成的损失、损害和延误负责：

(i) acts of God;

19.1.1 天灾；

(ii) any government requisition, control, intervention, requirement or interference;

19.1.2 政府征用、控制、干预、介入或干涉；

(iii) any circumstances arising out of war, threatened act of war or warlike operations, acts of terrorism, sabotage or piracy, or the consequences thereof;

19.1.3 由于战争、战争威胁或类似战争行为、恐怖主义行为、破坏行为或海盗行为而引起的任何情况或因此产生的后果；

(iv) riots, civil commotion, blockades or embargoes;

19.1.4 暴乱、民间骚乱、封锁或禁运；

(v) plague, epidemics or pandemics;

19.1.5 瘟疫、传染病或大流行性疾病；

(vi) earthquakes, landslides, floods or other natural disaster or extreme natural event;

19.1.6 地震、山体滑坡、洪水、其他自然灾害或极端自然事件；

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(vii) strikes, lockouts or other industrial action, unless limited to the employees (which shall not include the Crew) of the Party seeking to invoke force majeure;
19.1.7 罢工、停工或其他劳工行动，援引不可抗力一方的雇员（不包括船员）造成的除外；

(viii) ionising radiation or contamination by radioactivity, chemical or biological contamination;

19.1.8 电离辐射或放射性污染、化学或生物污染；

(ix) fire, accident, explosion except where caused by negligence of the Party seeking to invoke force majeure; and

19.1.9 火灾、事故、爆炸，因援引不可抗力一方的过失造成的除外；

(x) any other similar cause beyond the reasonable control of either Party.

19.1.10 任何其他类似的超出任何一方合理控制的原因。

(b) Liability to Owners

19.2 对船舶所有人的责任

(i) Without prejudice to subclause 19(a), the Managers shall be under no liability whatsoever to the Owners for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect, (including but not limited to loss of profit arising out of or in connection with detention of or delay to the Vessel) and howsoever arising in the course of performance of the Management Services UNLESS same is proved to have resulted solely from the negligence, gross negligence or wilful default of the Managers (including their Affiliates) or their employees or agents, or subcontractors employed by them in connection with the Vessel, in which case (save where loss, damage, delay or expense has resulted from the Managers' personal act or omission committed with the intent to cause same or recklessly and with knowledge that such loss, damage, delay or expense would probably result) the Managers' liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a total of ten (10) times the annual management fee payable hereunder.

19.2.1 在不影响第 19.1 款的前提下，船舶管理人在提供管理服务时，对船舶所有人的损失、损害、延误或费用，无论其性质为何、无论其如何产生、无论直接或间接，（包括但不限于因船舶滞留或延误而产生的利润损失），均不承担任何形式的责任，除非该项损失、损害、延误或费用经证实完全是由于船舶管理人（包括其关联公司）或其雇员、代理人或分包商的过失、重大过失、故意违约所致；在此情形下，船舶管理人就导致索赔的对每一起事件或一系列事件应承担的赔偿总额不应超过本合同项下应付年度管理费的十（10）倍（除非该损失、损害、延误或费用是由船舶管理人个人意图造成此结果的作为或不作为，或者并且明知可能造成此结果的情况下放任其作为或不作为而造成的）。

(ii) Acts or omissions of the Crew - Notwithstanding anything that may appear to the contrary in this Agreement, the Managers shall not be liable for any acts or omissions of the Crew, even if such acts or omissions are negligent, grossly negligent or wilful, except only to the extent that they are shown to have resulted from a failure by the Managers to discharge their obligations under subclause 5(a) (Crew Management), in which case their liability shall be limited in accordance with the terms of this Clause 19 (Responsibilities).

19.2.2 船员的作为或不作为—无论本合同中是否有相反约定，船舶管理人对船员的作为或不作为（即使属于过失、重大过失或故意）均不承担责任；除非是由

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船舶管理人未能按照第 5.1 款（船员管理）履行义务而导致的行为，此类情况下，船舶管理人承担的责任以第 19 条（责任）的规定为限。

(c) Indemnity

19.3 赔偿

Except to the extent and solely for the amount therein set out that the Managers would be liable under subclause 19(b), the Owners hereby undertake to keep the Managers (including their Affiliates) and their employees, agents and subcontractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them arising out of or in connection with the performance of this Agreement, and against and in respect of all costs, loss, damages and expenses (including legal costs and expenses on a full indemnity basis) which the Managers may suffer or incur (either directly or indirectly) in the course of the performance of this Agreement. 除船舶管理人第 19.2 款中所载应承担的款项外，船舶所有人特此承诺，赔偿并使船舶管理人（包括其关联公司）及其雇员、代理人和分包商免受所有因履行本合同而可能对他们提起的诉讼、法律程序、索赔、要求或责任的影响，并对船舶管理人在履行本合同过程中可能直接或间接产生的所有开支、损失、损害和费用（包括全额赔偿的法律费用）进行赔偿。

(d) Himalaya

19.4 喜马拉雅条款

It is hereby expressly agreed that no employee or agent of the Managers (including every Affiliate and subcontractor from time to time employed by the Managers) shall in any circumstances whatsoever be under any liability whatsoever to the Owners for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing provisions in this Clause 19 (Responsibilities), every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Managers or to which the Managers are entitled hereunder shall also be available and shall extend to protect every such employee or agent of the Managers acting as aforesaid and for the purpose of all the foregoing provisions of this Clause 19 (Responsibilities) the Managers are or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be their servants or agents from time to time (including Affiliate and subcontractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to this Agreement.

特此明确约定，船舶管理人的雇员或代理（包括其关联方和船舶管理人不时雇佣的分包商）就其在职责任范围内或与其职务相关的行为、疏忽或违约而直接或间接引起或造成的损失、损害或延误，无论在任何情况下均无需向船舶所有人承担任何形式的责任；不违背前文第 19 条（责任）一般性规定的情况下，本合同中各项免责、责任限制、条件和自由权，以及船舶管理人根据本合同享有的各项权利、免责、抗辩和豁免等，也应适用于并予以保护上述船舶管理人的雇员或代理；就前文所述第 19 条（责任）的目的而言，船舶管理人视为或应被视为代理人或受托人，代表可能是其雇员或代理的人士（包括如前所述的关联方和分包商）的利益行事，在此情况下这些人是或应被视为本合同的当事人。

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20. General Administration

20. 日常管理

(a) The Managers shall keep the Owners and, if appropriate, the Company informed in a timely manner of any incident of which the Managers become aware which gives or may give rise to delay to the Vessel or claims or disputes involving third parties.

20.1 船舶管理人应及时将其知晓的任何可能导致船舶延误、索赔或涉及第三方争议的事件通知船舶所有人和公司（若适用）。

(b) The Managers shall handle and settle all claims and disputes arising out of the Management Services hereunder, unless the Owners instruct the Managers otherwise. The Managers shall keep the Owners appropriately informed in a timely manner throughout the handling of such claims and disputes.

20.2 除非船舶所有人另有指示，船舶管理人应处理和解决本合同下管理服务引起的所有索赔和争议。在处理此类索赔和争议的过程中，船舶管理人应及时向船舶所有人提供适当的通知和信息。

(c) The Owners may request the Managers to bring or defend other actions, suits or proceedings related to the Management Services, on terms to be agreed.

20.3 船舶所有人可要求船舶管理人按照双方约定的条款，就与管理服务相关的其他诉讼、起诉或法律程序提起诉讼或进行辩护。

(d) The Managers shall have power to obtain appropriate legal or technical or other outside expert advice, in consultation with the Owners, in relation to the handling and settlement of claims in relation to subclauses 20(a) and 20(b) and disputes and any other matters affecting the interests of the Owners in respect of the Vessel.

20.4 船舶管理人有权在与船舶所有人协商后，就处理和解决第 20.1 款、20.2 款中相关索赔和争议，或其他影响船舶所有人有关船舶利益的事项，征求法律、技术或其他外部专家的建议。

(e) On giving reasonable notice, the Owners may request, and the Managers shall in a timely manner make available, all documentation, information and records in respect of the matters covered by this Agreement either related to mandatory rules or regulations or other obligations applying to the Owners in respect of the Vessel under this Agreement to the extent permitted by relevant legislation.

20.5 在合理通知的情况下，船舶所有人可以在法律允许的范围内，要求船舶管理人及时提供本合同涵盖事项的所有文件、信息和记录，无论是与强制性规则或法规相关，还是与船舶所有人在本合同下对船舶的其他义务相关。

On giving reasonable notice, the Managers may request, and the Owners shall in a timely manner make available, all documentation, information and records reasonably required by the Managers to enable them to perform the Management Services.

船舶管理人也可在合理通知的情况下要求船舶所有人提供船舶管理人提供服务所需的所有文件、信息和记录。

(f) The Owners shall arrange for the provision of any necessary guarantee bond or other security.

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20.6 船舶所有人应安排提供必要的保函或其他担保。

(g) Any costs incurred by the Managers in carrying out their obligations according to this Clause 20 shall be reimbursed by the Owners.

20.7 船舶管理人在履行其根据本条款的义务过程中发生的任何费用应由船舶所有人据实支付。

21. Managers' Information System

21. 船舶管理人的信息系统

(a) The Managers will provide the Owners access to the Vessel's data through the Managers' digital information platform.

21.1 船舶管理人将向船舶所有人提供通过其数字信息平台访问船舶数据的权限。

(b) The Owners agree that the Managers have full and sole ownership of the Managers' digital information platform, including intellectual property rights and copyright under law, and that the Owners shall be granted access to it for the duration of the Agreement only and shall relinquish any interest in it thereafter.

21.2 船舶所有人同意船舶管理人对自身的数字信息平台，包括知识产权和版权，拥有完整和唯一的所有权，并且船舶所有人仅在本合同存续期间被授予访问权限，之后应放弃所有权益。

22. Vessel's Information and Data

22. 船舶信息和数据

All accounts, documents and information, including electronic data, relating specifically to the Vessel and its operation ("Vessel Information") shall be the property of the Owners. Upon termination of this Agreement the Managers shall release the Vessel Information to the Owners, if so requested. The Vessel Information shall be provided to the Owners, originals where possible or otherwise certified copies, with electronic data in a mutually agreed form. The Managers may retain copies of the Vessel Information.

所有与船舶及其运营相关的账户、文件和信息，包括电子数据（“船舶信息”），应为船舶所有人的财产。在本合同终止时，船舶管理人应根据船舶所有人请求将船舶信息进行移交。应尽可能提供船舶信息的原件或经认证副本，电子数据以双方约定的形式提供。船舶管理人可保留船舶信息的副本。

23. Inspection of Vessel

23. 船舶检查

The Owners may at any time after giving reasonable notice to the Managers inspect the Vessel for any reason they consider necessary.

船舶所有人可以在给予船舶管理人合理通知后，出于其认为必要的任何原因，随时检查船舶。

24. Compliance with Laws and Regulations

24. 法律合规

The Parties will not do or permit to be done anything which might cause any breach or infringement of the laws and regulations of the Flag State, or of the places where the Vessel trades.

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当事人不得作出或准许任何可能造成违反或侵害船旗国或船舶营运地法律法规的行为。

25. MLC

25. 海事劳工公约

For the purposes of this Clause:

在本条款中：

“MLC” means the International Labour Organization (ILO) Maritime Labour Convention (MLC 2006) and any amendment thereto or substitution thereof.

海事劳工公约，是指国际劳工组织(ILO)《2006年海事劳工公约》(MLC 2006)，及其任何修正或替代。

“Shipowner” shall mean the party named as “shipowner” on the Maritime Labour Certificate for the Vessel.

船舶所有人，是指在船舶海事劳工证书上列明为“船舶所有人”的主体。

(a) Subject to Clause 3 (Authority of the Managers), the Managers shall, to the extent of their Management Services, assume the Shipowner’s duties and responsibilities imposed by the MLC for the Vessel, on behalf of the Shipowner.

25.1 受限于第3条(船舶管理人的权限)，船舶管理人应在其管理服务范围内，代表船舶所有人承担海事劳工公约下船舶所有人对船舶的义务和责任。

(b) The Owners shall ensure compliance with the MLC in respect of any crew members supplied by them or on their behalf.

25.2 船舶所有人应确保其配备或代表其配备的船员均符合海事劳工公约要求。

(c) The Owners shall procure, whether by instructing the Managers under Clause 7 (Insurance Arrangements) or otherwise, insurance cover or financial security to satisfy the Shipowner’s financial security obligations under the MLC.

25.3 船舶所有人应按照第7条(保险安排)指示船舶管理人或通过其他方式，安排保险或财务担保，以履行其在海事劳工公约下的财务担保义务。

26. Personal Data Protection

26. 个人数据保护

For the purposes of this Clause:

在本条款中：

“Data Subject” means any identified or identifiable natural person, including Crew.

数据主体，是指已识别或可识别的自然人，包括船员。

“Personal Data” means any information relating to any Data Subject connected with the Management Services.

个人数据，是指与管理服务相关的所有数据主体的全部信息。

“DPR” means any data protection regulations applicable to the Parties in relation to the Management Services, including the European Union General Data Protection Regulation (GDPR).

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数据保护法规，是指适用于当事人关于管理服务的所有数据保护法规，包括《欧盟通用数据保护条例》（GDPR）。

(a) The Parties shall each ensure compliance with the DPR in respect of Personal Data, with particular regard to:

26.1 当事人应各自确保个人数据的合规，特别是以下情况：

(i) its collection and use;

26.1.1 个人数据的收集和使用；

(ii) its safeguarding;

26.1.2 个人数据的保护；

(iii) any transfer to third parties;

26.1.3 向第三方转移个人数据；

(iv) its retention; and

26.1.4 个人数据留存；以及

(v) the protection of Data Subjects' rights.

26.1.5 保护数据主体权利保护。

(b) The Parties shall have proper notification and response procedures for any Personal Data breach.

26.2 当事人应针对任何个人数据泄露制定适当的通知和响应程序。

(c) The Parties agree to conduct or submit to audits or inspections in accordance with the DPR.

26.3 当事人均同意进行或接受依据数据保护法规的审计或检查。

27. Cyber Security

27. 网络安全

For the purposes of this Clause:

在本条款中：

“Cyber Security Incident” is the loss or unauthorised destruction, alteration, disclosure of, access to, or control of a Digital Environment.

网络安全事件，是指数字环境中数据的丢失或未经授权的破坏、更改、泄露、访问或控制。

“Cyber Security” is technologies, processes, procedures and controls that are designed to protect Digital Environments from Cyber Security Incidents.

网络安全，是指为保护数字环境免受网络安全事件影响的技术、过程、程序和控制措施。

“Digital Environment” is information technology systems, operational technology systems, networks, internet-enabled applications or devices and the data contained within such systems.

数字环境，是指信息技术系统、操作技术系统、网络、互联网应用程序或设备及其中包含的数据。

【重要提示】

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(a) Each Party shall:

27.1 各方应:

(i) implement appropriate Cyber Security measures and systems and otherwise use reasonable endeavours to maintain its Cyber Security;

27.1.1 采用适当的网络安全措施和系统，并以其他合理方式维护其网络安全；

(ii) have in place appropriate plans and procedures to allow it to respond efficiently and effectively to a Cyber Security Incident; and

27.1.2 制定适当的计划和程序，以便高效和有效地应对网络安全事件；

(iii) regularly review its Cyber Security arrangements to verify its application in practice and maintain and keep records evidencing the same.

27.1.3 定期审查其网络安全安排，以验证其实际应用并保持并记录相关证据。

(b) Each Party shall use reasonable endeavours to ensure that any third party providing services on its behalf in connection with this Agreement complies with the terms of subclause (a)(i)-(iii).

27.2 各方应尽合理努力确保任何代表其提供与本合同有关服务的第三方遵守第 27.1.1 至 27.1.3 项的规定。

(c) If a Party becomes aware of a Cyber Security Incident which affects or is likely to affect either Party's Cyber Security, it shall promptly notify the other Party.

27.3 若一方得知发生影响或可能影响双方网络安全的网络安全事件，应立即通知另一方。

(i) If the Cyber Security Incident is within the Digital Environment of one of the Parties, that Party shall:

27.3.1 若网络安全事件发生在其中一方当事人的数字环境中，该方应:

(1) promptly take all steps reasonably necessary to mitigate and/or resolve the Cyber Security Incident; and

27.3.1.1 立即采取所有合理必要的措施缓解、解决网络安全事件；以及

(2) as soon as reasonably practicable, but no later than twelve (12) hours after the original notification, provide the other Party with details of how it may be contacted and any information it may have which may assist the other Party in mitigating and/or preventing any effects of the Cyber Security Incident.

27.3.1.2 在最早通知后的十二（12）个小时内，尽快向另一方提供联系方式及任何可能有助于另一方降低、阻止网络安全事件影响的信息。

(ii) Each Party shall share with the other Party any information that subsequently becomes available to it which may assist the other Party in mitigating and/or preventing any effects of the Cyber Security Incident.

27.3.2 各方应向对方分享其后获得的任何可能有助于降低、阻止网络安全事件影响的信息。

28. Sanctions

28. 制裁

(a) For the purposes of this Clause:

28.1 在本条款中:

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“Sanctioned Activity” means any activity, service, carriage, trade or voyage subject to sanctions, prohibitions or restrictions imposed by a Sanctioning Authority.

受制裁的活动，是指受到制裁机构实施的制裁、禁令或限制的所有活动、服务、运输、贸易或航次。

“Sanctioning Authority” means the United Nations, European Union, United Kingdom, United States of America or any other applicable competent authority or government.

制裁机构，是指联合国、欧盟、英国、美国或其他适用的主管当局或政府。

“Sanctioned Party” means any persons, entities, bodies, or vessels designated by a Sanctioning Authority.

受制裁方，是指制裁机构指定的个人、实体、机构或船舶。

(b) On entering into and throughout the duration of this Agreement:

28.2 在签订本合同及其存续期内：

(i) Owners and Managers warrant for themselves that they are not a Sanctioned Party and that any performance under this Agreement shall not constitute a Sanctioned Activity;

28.2.1 船舶所有人和管理人各自保证自己不是受制裁方，并且各方履行本合同项下的权利义务不构成受制裁的活动；

(ii) Owners warrant that the Vessel is not a Sanctioned Party and will not be used for any Sanctioned Activity;

28.2.2 船舶所有人保证船舶不是受制裁方且不会用于任何受制裁的活动；

(iii) Managers warrant that they will not subcontract any of their duties or obligations under this Agreement to any Sanctioned Party.

28.2.3 船舶管理人保证他们不会将在本合同项下的职责或义务分包给受制裁方。

(c) If at any time during the performance of this Agreement either Party becomes aware that the other Party is in breach of any warranty given under subclause 28(b), the Party not in breach may terminate this Agreement with immediate effect by giving notice to the Party in breach.

28.3 履行本合同时，一方当事人若得知另一方违反了第 28.2 款中的保证，非违约方可立即终止合同并通知违约方。

(d) Notwithstanding anything in this Clause to the contrary, neither Owners nor Managers shall be required to do anything which constitutes a Sanctioned Activity.

28.4 无论本合同中是否有相反约定，船舶所有人和船舶管理人均不应被要求进行或执行会受制裁的活动。

(e) Notwithstanding any other provision in this Agreement, Owners and Managers shall be liable to indemnify the other Party against any and all claims, losses, damages, costs and fines whatsoever suffered by the other Party resulting from any breach of the warranties given under subclause 28(b).

28.5 无论本合同中是否有其他约定，船舶所有人、船舶管理人若因违反第 28.2 款中的保证而使另一方遭受索赔、损失、损害、开支、罚款，则应予以赔偿。

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29. Anti-Corruption

29. 反腐败

(a) The Parties agree that in connection with the performance of this Agreement they shall each comply at all times with all applicable anti-corruption legislation.

29.1 双方当事人同意在履约过程中始终遵守适用的反腐败法律。

(b) Notwithstanding any other provision in this Agreement, if either Party fails to comply with any applicable anti-corruption legislation:

29.2 无论本合同中是否有其他约定，若一方违反了适用的反腐败法律：

(i) it shall defend and indemnify the other Party against any and all claims, losses, damages, costs and fines whatsoever suffered by the other Party resulting from such breach; and

29.2.1 违反方应为非违反方辩护并赔偿非违反方因此而遭受的所有索赔、损失、损害、费用和罚款；并且

(ii) if such breach causes the non-breaching Party to be in breach of any applicable anti-corruption legislation, the non-breaching Party shall be entitled to terminate this Agreement and/or claim losses, damages and costs resulting from the breach.

29.2.2 若一方的违法行为导致非违反方违反任何适用的反腐败法律，非违反方有权终止本合同，和/或有权索赔因此造成的损失、损害和费用。

30. Duration of the Agreement

30. 合同期限

(a) This Agreement shall come into effect at the date stated in Box 2 and shall continue until terminated by either Party by giving notice to the other; in which event this Agreement shall terminate upon the expiration of the later of the number of months stated in Box 19 or a period of two (2) months from the date on which such notice is received, unless terminated earlier in accordance with Clause 31 (Termination).

30.1 本合同自第 2 栏所载日期开始生效，直至一方向对方发出合同终止通知；在此情况下，在收到合同终止通知当日起往后连续计算两（2）个月或第 19 栏所载月份数的日期（以较晚者为准），本合同终止，按照第 31 条（合同终止）提前终止合同的情形除外。

(b) Where the Vessel is not at a mutually convenient port or place on the expiry of such period, this Agreement shall terminate on the subsequent arrival of the Vessel at the next mutually convenient port or place.

30.2 合同期限届满，若船舶不在双方认为方便的港口或地点，本合同应在船舶抵达下一个双方认为方便的港口或地点时终止。

31. Termination

31. 合同终止

(a) Owners' or Managers' default

31.1 船舶所有人或船舶管理人违约

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If either Party fails to meet their obligations under this Agreement, the other Party may give notice to the Party in default requiring them to remedy it. In the event that the Party in default fails to remedy it within a reasonable time to the reasonable satisfaction of the other Party, that Party shall be entitled to terminate this Agreement with immediate effect by giving notice to the Party in default.

若一方未能按照本合同履行义务，另一方有权向违约方发出通知，要求其进行改正。如果违约方未能在合理时间内改正并使另一方合理满意，则另一方有权立即终止合同，在发出通知时生效。

(b) Notwithstanding subclause 31(a):

31.2 尽管有第 31.1 款的规定，但：

(i) The Managers shall be entitled to terminate the Agreement with immediate effect by giving notice to the Owners if any monies payable by the Owners and/or the owners of any associated vessel, details of which are listed in Annex "D", shall not have been received in the Managers' nominated account within ten (10) days of receipt by the Owners of the Managers' written request, or if the Vessel is repossessed.

31.2.1 船舶所有人收到船舶管理人书面请求的十(10)天内，若船舶管理人的指定账户未能收到船舶所有人、关联船舶所有人应付的款项(见附件 D 列明详情)，或若船舶被收回；船舶管理人有权通知船舶所有人并立即终止合同。

(ii) If the Owners proceed with the employment of or continue to employ the Vessel in the carriage of contraband, blockade running, or in an unlawful trade, or on a voyage which in the reasonable opinion of the Managers is unduly hazardous or improper, the Managers may give notice of the default to the Owners, requiring them to remedy it as soon as practically possible. In the event that the Owners fail to remedy it within a reasonable time to the satisfaction of the Managers, the Managers shall be entitled to terminate the Agreement with immediate effect by notice.

31.2.2 若船舶所有人利用或继续利用船舶走私、穿越封锁区、开展非法贸易，或进行船舶管理人合理认为或判断过于危险或不当的航次，船舶管理人可向船舶所有人发送违约通知，要求其尽快改正。若船舶所有人未能在合理时间内改正并使船舶管理人合理满意，则船舶管理人有权通知船舶所有人并立即终止合同。

(iii) If either Party fails to meet their respective obligations under subclause 5(b) (Crew Insurances) and Clause 11 (Insurance Policies), the other Party may give notice to the Party in default requiring them to remedy it immediately, failing which the other Party may terminate this Agreement with immediate effect by giving notice to the Party in default.

31.2.3 若一方未能履行其在第 5.2 款(船员保险)和第 11 条(保单)中的义务，另一方有权向违约方发出通知，要求其立即采取补救措施；否则，另一方有权通知违约方并立即终止本合同。

(c) Extraordinary Termination

31.3 特殊终止情形

This Agreement shall be deemed to be terminated in the case of the sale of the Vessel or, if the Vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss or is requisitioned or has been declared

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missing or, if bareboat chartered, unless otherwise agreed, when the bareboat charter comes to an end.

在船舶被售出，全损，被宣告为推定、约定、协定全损，被征用，被宣告失踪，或在光船租赁期结束的情况下（另有约定除外），本合同应被视为终止。

(d) For the purpose of subclause 31(c) hereof:

31.4 就第 31.3 款而言：

(i) the date upon which the Vessel is to be treated as having been sold or otherwise disposed of shall be the date on which the Vessel's owners cease to be the registered owners of the Vessel;

31.4.1 船舶被售出或被另行处置的日期应以船舶所有人不再是登记船东之日为准；

(ii) the Vessel shall be deemed to be lost either when it has become an actual total loss or agreement has been reached with the Vessel's underwriters in respect of its constructive total loss or if such agreement with the Vessel's underwriters is not reached it is adjudged by a competent court or tribunal that a constructive loss of the Vessel has occurred; and

31.4.2 当船舶发生实际全损，或经船舶保险人同意视为推定全损，或被有管辖权的法庭或仲裁庭判决或裁决为推定全损，船舶应视为灭失；以及

(iii) the date upon which the Vessel is to be treated as declared missing shall be ten (10) days after the Vessel was last reported or when the Vessel is recorded as missing by the Vessel's underwriters, whichever occurs first. A missing vessel shall be deemed lost in accordance with the provisions of subclause 31(d)(ii).

31.4.3 船舶被宣告失踪的日期应为船舶最后报告之日后十（10）天，或船舶保险人记录船舶失踪的日期，以较早者为准。失踪船舶应按照第 31.4.2 项被视为灭失。

(e) In the event the Parties fail to agree the annual budget in accordance with subclause 14(b), or to agree to a reduction in the annual management fee in accordance with subclause 13(d), either Party may terminate this Agreement by giving the other Party not less than one (1) month's notice, the result of which will be the expiry of the Agreement at the end of the current budget period or on expiry of the notice period, whichever is the later.

31.5 若双方当事人未能按照第 14.2 款就年度预算达成一致，或未能就第 13.4 款的扣减达成一致，任何一方可给予另一方不少于一（1）个月的通知期终止本合同，这种情况下，本合同在当前预算期届满或通知期届满时终止，以较晚者为准。

(f) In the event the Parties fail to agree a change of flag in accordance with subclause 9(d)(ii), or to a change of Control in accordance with Clause 18, either Party may terminate this Agreement by giving the other Party not less than one (1) month's notice, the result of which will be the termination of the Agreement upon the change of flag or change of Control or on expiry of the notice period, whichever is the earlier.

31.6 若双方当事人未能按照第 9.4.2 项就更换船旗达成一致，或未能按照第 18 条就控制权变更达成一致，任何一方可给予另一方不少于一（1）个月的通知期终止本合同，这种情况下，本合同在船旗或控制权变更或通知期届满时终止，以较早者为准。

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(g) This Agreement shall terminate forthwith in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of either Party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver or administrator is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.

31.7 当合同的任何一方清盘、解散、清算或破产（因重组或兼并除外），或已委任破产清算人或破产管理人，或中止付款、停止营业或与其债权人达成任何特殊协议或债务重组协议，本合同立即终止。

(h) in the event of the termination of this Agreement for any reason other than default by the Managers the annual management fee payable to the Managers according to the provisions of Clause 13 (Management Fees and Expenses), shall continue to be payable for a further period of the number of months stated in Box 20 as from the effective date of termination. If Box 20 is left blank then ninety (90) days shall apply

31.8 除非船舶管理人违约，船舶所有人在本合同终止后仍需按照第 13 条（管理费用和支出）中约定的年度管理费，自合同终止日起按第 20 栏注明的月份数向船舶管理人进行支付。若第 20 栏未填写，则为九十（90）天。

(i) In addition, where the Managers provide Crew for the Vessel in accordance with subclause 5(a) (Crew Management), the Owners shall pay any Severance Costs which may be incurred, not exceeding the amount stated in Box 21. The Managers shall use their reasonable endeavours to minimise such Severance Costs.

31.9 此外，若船舶管理人按照第 5.1 款（船员管理）为船舶配备船员，船舶所有人应支付可能产生的遣散费用，不超过第 21 栏注明的金额。船舶管理人应尽合理努力将此类遣散费用降至最低。

(j) The termination of this Agreement shall be without prejudice to all rights accrued due between the Parties prior to the date of termination.

31.10 合同的终止不影响终止日前双方所应享有的任何权利。

32. Law and Arbitration

32. 准据法和仲裁

(a) Any dispute arising from or in connection with this Agreement shall be submitted to **China Maritime Arbitration Commission (CMAC) Shanghai Headquarters** for arbitration in accordance with CMAC Arbitration Rules for the time being in force at the time of applying for arbitration; and **the seat of arbitration shall be Shanghai**. The arbitral award is final and binding upon all parties.

32.1 凡因本合同引起的或与本合同有关的任何争议，均应提交**中国海事仲裁委员会上海总部**，按照申请仲裁时该会现行有效的仲裁规则进行仲裁，**仲裁地应为上海**。仲裁裁决是终局的，对双方均有约束力。

(b) The number of arbitrators, the language of arbitration, and the governing law shall be determined in accordance with the provisions of Box 22, as mutually agreed upon by the Parties. If Box 22(ii) is left blank, the Arbitration Court or the tribunal may determine the language of arbitration or the governing law of this Agreement based on the specific circumstances of the case. This

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subclause does not preclude the Parties from supplementing their Agreement in writing to specify the language of arbitration, the governing law, or other matters related to the arbitration.

32.2 仲裁员数量、仲裁语言、合同准据法应按照第22栏中当事人的约定。若第22栏中无约定，仲裁委员会仲裁院或仲裁庭可以视案件的具体情形确定仲裁语言或合同准据法。本条款不妨碍当事人以书面形式进行补充约定，商定仲裁语言、合同准据法以及其他仲裁相关事宜。

(c) Any and all notices and communications in relation to any arbitration proceedings under this Clause, including commencement notices and appointment of arbitrators, shall be treated as effectively served from the date and time the e-mail was sent if sent by e-mail to the e-mail address of the Owners stated in Box 23 and of the Managers stated in Box 24, respectively.

32.3 与本条款下的仲裁程序相关的所有通知和通信，包括仲裁通知和仲裁员的任命，若通过电子邮件的形式发送至第 23 栏中船舶所有人的电子邮件地址和第 24 栏中船舶管理人的电子邮件地址，应视为在电子邮件发送的日期和时间有效送达。

Either Party shall be entitled to change and/or add to the e-mail addresses by sending notice of change to the other Party at the address in Box 23 and Box 24 respectively (or, if previously amended by notice, the relevant amended addresses).

任何一方均有权通过向另一方在第 23 栏和第 24 栏中的电子邮件地址（或经通知修改过的地址）发送变更通知来变更、新增电子邮件地址。

Nothing in this clause shall prevent any notice and communication in relation to any arbitration proceedings in connection with this contract being served by other effective means.

本条款的规定不妨碍以其他有效方式送达与本合同有关的仲裁程序的通知和通信。

33. Notices

33. 通知

(a) All notices given by either Party or their agents to the other Party or their agents in accordance with the provisions of this Agreement shall be in writing and shall, unless specifically provided in this Agreement to the contrary, be sent to the address for that other Party as set out in Boxes 25 and 26 or as appropriate or to such other address as the other Party may designate in writing.

33.1 双方或其代理人根据本合同约定向另一方或其代理人发出的所有通知，均应采用书面形式，除非本合同另有明确约定，通知应发送至对方在第 25 栏和第 26 栏中列明的地址，或发送至另一方以书面形式指定的其他地址。

A notice may be sent by registered or recorded mail, courier, email or delivered by hand in accordance with this subclause 33(a).

通知可以按照前款规定通过挂号信、快递、电子邮件或专人递送的方式发送。

(b) Any notice given under this Agreement shall take effect on receipt by the other Party and shall be deemed to have been received:

33.2 本合同项下的所有通知在对方收到时开始生效，下列情况中通知应被视为已收到：

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(i) if sent by registered or recorded mail, on the seventh (7th) day after posting;

33.2.1 若通过挂号信发送，则为寄出后的第七（7）天；

(ii) if sent by email, on the day of transmission; and

33.2.2 若通过电子邮件发送，则为发送当天；

(iii) if delivered by courier or by hand, on the day of delivery.

33.2.3 若由专人递送，则为送达当天。

And in each case proof of posting, couriering, handing in or transmission shall be proof that notice has been given, unless proven to the contrary.

在所有情况下，除非有相反证据，寄出、递交或传送的证明均为已发出通知的证明。

34. Entire Agreement

34. 完整合同

This Agreement constitutes the entire agreement between the Parties and no promise, undertaking, representation, warranty or statement by either Party prior to the date stated in Box 1 shall affect this Agreement. Any modification of this Agreement shall not be of any effect unless in writing signed by or on behalf of the Parties.

本合同构成双方当事人之间的完整合同，任何一方在第 1 栏所载日期前所作的承诺、保证、陈述、担保或声明均不影响本合同。对本合同的任何修改，均须经双方或其代表以书面形式签署方可生效。

35. Third Party Rights

35. 第三方权利

Except to the extent provided in subclauses 19(c) (Indemnity) and 19(d) (Himalaya), no third parties may enforce any term of this Agreement.

除第 19.3 款（赔偿）和第 19.4 款（喜马拉雅条款）规定的范围。任何第三方均无权强制执行本合同的任何条款。

36. Partial Validity

36. 部分有效性

If any provision of this Agreement is or becomes or is held by any arbitrator or other competent body to be illegal, invalid or unenforceable in any respect under any law or jurisdiction, the provision shall be deemed to be amended to the extent necessary to avoid such illegality, invalidity or unenforceability, or, if such amendment is not possible, the provision shall be deemed to be deleted from this Agreement to the extent of such illegality, invalidity or unenforceability, and the remaining provisions shall continue in full force and effect and shall not in any way be affected or impaired thereby.

若本合同的条款在任何法律或司法管辖区下被仲裁员或其他主管机构认定为非法、无效或不可执行，该条款应视为需要进行必要修改，以避免此类非法、无效或不可执行；若无法修改，该条款应被视作已从本合同中删除，以避免此类非法、无效或不可执行，其余条款不受影响并继续保持完整的效力。

【重要提示】

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37. Waiver

37. 弃权

A waiver of any breach or provision of this Agreement shall only be effective if it is made in writing and signed by an authorised signatory of the Party who is waiving such breach or provision. Any waiver of a breach of any term of this Agreement shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other term of this Agreement.

对本合同下任何违约或条款的弃权仅在以书面形式并由有权签字的一方代表签署时有效。对本合同下任何违约或条款的弃权，不应被视为对任何后续违约的弃权，也不影响任何其他条款的效力。

38. Warranty of Authority

38. 授权保证

The Owners and the Managers each warrant and represent that the person whose signature appears in Part I hereto is its representative and is duly authorised to execute this Agreement as a binding commitment of such Party.

船舶所有人和船舶管理人各自保证并声明，第一部分中的签名者是其代表，并已正式获得授权签署本合同，视为对该方具有约束力的承诺。

39. Confidentiality

39. 保密

(a) This Agreement and all information or data provided or obtained in connection with the performance of this Agreement is and shall remain confidential and not be disclosed without the prior written consent of the other Party, provided however that each Party may disclose confidential information to its Affiliates, employees, agents, subcontractors and/or professional advisors for the performance of this Agreement or for legal or compliance purposes.

39.1 本合同及与本合同履行相关而提供或获取的所有信息或数据应保密，未经另一方事先书面同意不得披露；但各方可因履行本合同或出于法律或合规目的向其关联公司、雇员、代理人、分包商、专业顾问披露保密信息。

(b) The Parties shall use their best efforts to ensure that such information shall not be disclosed to any third party by any of their Affiliates, employees, agents, subcontractors and/or professional advisors.

39.2 双方应尽最大努力确保此类信息不被其关联公司、雇员、代理人、分包商、专业顾问披露给第三方。

(c) This Clause shall not apply to any information or data that has already been published or is in the public domain.

39.3 本条款规定不适用于已经公开或属于公共信息的任何信息或数据。

(d) All information and data provided by a Party is and shall remain the property of that Party.

39.4 一方提供的所有信息和数据应属于并持续属于该方所有。

40. BIMCO Electronic Signature Clause 2021

40. BIMCO 2021 电子签名条款

(a) For the purpose of this Clause “Electronic Signature” shall mean data in electronic form which is attached to or logically associated with other data in

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electronic form and which is used by a signatory to sign and includes, without limitation, typing a name into a contract, inserting a signature (in the form of an image) into a contract or using a web-based electronic signature platform to generate an electronic representation of a handwritten signature or a digital signature using public key encryption technology.

40.1 在本条款中，“电子签名”是指与电子形式的其他数据附着或逻辑相关联的电子形式数据，由签署者用于签署，包括但不限于在合同中输入名字、在合同中插入签名（以图像形式）或使用基于网络的电子签名平台生成手写签名的电子表示或使用公钥加密技术的数字签名。

(b) The Parties agree that this Agreement, and any documents to be signed in connection herewith, may be electronically signed and the use by a Party of an Electronic Signature shall, for the purposes of validity, enforceability and admissibility, be conclusive evidence of that Party's intention to be legally bound as if such signature had been written by hand.

40.2 双方当事人同意，本合同及任何相关签署文件可采用电子签名签署，一方使用电子签名的行为，在有效性、可执行性和可接受性方面，应作为该方意图受法律约束的决定性证据，如同该签名是亲手书写的。

(c) In the event that an Electronic Signature is, for any reason whatsoever, not recognised by any relevant person, entity or authority in any applicable jurisdiction, each Party undertakes, upon request, to promptly provide a handwritten signature on any relevant document.

40.3 无论何种原因，电子签名不被适用的司法管辖区的相关人员、实体或机关认可时，各方承诺经对方请求将迅速提供相关文件的手写签名版本。

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. A counterpart bearing an Electronic Signature shall satisfy the requirements of this Clause.

40.4 本合同可分为一个或多个副本，每一份均被视为原件，所有这些副本共同构成同一份合同。带有电子签名的副本满足本条款的要求。

41. Interpretation

41. 说明

In this Agreement:

在本合同中：

(a) Singular/Plural

41.1 单数、复数

The singular includes the plural and vice versa as the context admits or requires. 具体视上下文语境，单数包含复数，反之亦然。

(b) Headings

41.2 标题

The index and headings to the clauses and appendices to this Agreement are for convenience only and shall not affect its construction or interpretation.

本合同的条款以及附录的索引和标题仅为方便而设，不影响合同的解释和说明。

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(c) Day
41.3 天

“Day” means a calendar day unless expressly stated to the contrary.
天，是指日历天，除非另有明文规定。

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ANNEX A

附件 A

ANNEX “A” (DETAILS OF VESSEL OR VESSELS)

附件 A（船舶详情—单船或多船）

TO THE BIMCO STANDARD SHIP MANAGEMENT AGREEMENT

CODE NAME: SHIPMAN 2024

BIMCO 标准船舶管理合同

代码名: SHIPMAN 2024

Date of Agreement:

合同签订日期:

Name of Vessel(s):

船舶名称:

Particulars of Vessel(s):

船舶详细信息:

【重要提示】

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ANNEX B

附件 B

ANNEX “B” (DETAILS OF CREW)

附件 B (船员详情)

TO THE BIMCO STANDARD SHIP MANAGEMENT AGREEMENT

CODE NAME: SHIPMAN 2024

BIMCO 标准船舶管理合同

代码名: SHIPMAN 2024

Date of Agreement:

合同签订日期:

Details of Crew:

船员详情:

Numbers 数量	Rank 职务等级	Nationality 国籍

【重要提示】

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ANNEX C

附件 C

ANNEX “C” (BUDGET)

附件 C (预算)

TO THE BIMCO STANDARD SHIP MANAGEMENT AGREEMENT

CODE NAME: SHIPMAN 2024

BIMCO 标准船舶管理合同

代码名: SHIPMAN 2024

Date of Agreement:

合同签订日期:

Managers' initial budget with effect from the commencement date of this Agreement (see Box 2):

船舶管理人的初始预算，自本合同生效之日开始生效（参第 2 栏）:

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ANNEX D

附件 D

ANNEX “D” (ASSOCIATED VESSELS)

附件 D（关联船舶）

TO THE BIMCO STANDARD SHIP MANAGEMENT AGREEMENT

CODE NAME: SHIPMAN 2024

BIMCO 标准船舶管理合同

代码名: SHIPMAN 2024

NOTE: PARTIES SHOULD BE AWARE THAT BY COMPLETING THIS ANNEX “D” THEY WILL BE SUBJECT TO THE PROVISIONS OF SUBCLAUSE 31(b)(i) OF THIS AGREEMENT.

注：双方当事人应注意，通过填写本附件 D，双方将受本合同第 31.2.1 项约束。

Date of Agreement:

合同签订日期：

Details of Associated Vessels:

关联船舶详情：

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ANNEX E

附件 E

ANNEX “E” (FEE SCHEDULE)

附件 E (费用表)

TO THE BIMCO STANDARD SHIP MANAGEMENT AGREEMENT

CODE NAME: SHIPMAN 2024

BIMCO 标准船舶管理合同

代码名: SHIPMAN 2024