

CMAC 船舶碰撞仲裁协议

中国海事仲裁委员会（1994）标准格式

China Maritime Arbitration Commission Standard Form(1994)

_____年_____月_____日

_____代表
号船舶（船旗国：_____ 船籍港：_____）（地址：_____）
电话：_____ 传真：_____）
电传：_____ 邮政编码：_____）
同_____代表_____号船舶（船旗国：_____）
船籍港：_____）（地址：_____）
电话：_____ 电传：_____）
传真：_____ 邮政编码：_____）
（或者）_____代表_____的财产所有人）
（地址：_____）
电话：_____ 电传：_____ 传真：_____）
邮政编码：_____）达成协议如下：

第一条 双方当事人同意将_____号船舶同_____号船舶于_____年_____月_____日_____时（格林尼治时间或北京时间）在_____地方发生碰撞而产生的一切争议，包括当事人应负的责任和有关赔偿损失的金额，提交中国海事仲裁委员会裁决。

第二条 为请求赔偿的损失进行财产保全，双方同意由_____于_____年_____月_____日前向_____提交_____保全金或担保；由_____于_____年_____月_____日前向_____提交_____保全金或担保。

当事人按照本条第一款规定向对方提供担保并不视为已承认碰撞责任。如果当事人提供了完全符合第一款规定的担保，另一方不得向法院申请扣押对方所拥有的船舶和财产。

第三条 如果双方对本协议第二条 第一款没有达成协议，或者虽然双方达成协议，但一方没有收到对方提供的担保，或者担保逾期失效，本协议第二条 第三款将不适用。

第四条 双方同意对方当事人对本方的碰撞损害进行检验并给予方便。

第六条 除另有明确约定外，本协议和根据本协议进行的仲裁适用中华人民共和国法律。

第七条 本协议前言中所列名称、地址、传真号、电话号或邮政编码如有变更，应立即通知中国海事仲裁委员会和对方。否则，一切按该地址邮寄的信件、文件等及按照该号码传送的传真和电传，仲裁委员会或仲裁庭认为已经超过合理的时间即视为已经送达。

Collision Arbitration Agreement
China Maritime Arbitration Commission Standard Form (1994)

(dated)_____

It is hereby agreed between _____ as accredited representative (address: _____) tel: _____ telex: _____ fax: _____ Postal code: _____) of the m.v. _____ (flag: _____ port of registry: _____ and _____ as accredited representative (address: _____) tel: _____ telex: _____ fax: _____ Postal code: _____) of the m.v. _____ (flag: _____ port of registry: _____ or _____ as accredited representative (address: _____) tel: _____ telex: _____ fax: _____ Postal code: _____) of the owners of the property, as follows:

1. The parties agree to refer to China Maritime Arbitration Commission (Beijing/Shanghai) for settlement all disputes arising between the parties hereto in connection with the collision between the m.v. _____ On the day of _____ 19 _____ at _____ hours (Greenwich time or Beijing time), at _____ with regard to the said collision including the eventually liability of each party and the amount of damages to be paid.

2. In order to secure the damages claimed, the parties agree that cash deposit or guarantee shall be provided by _____ (full name of vessel owners) to _____ before _____, (full name of vessel or property owners) 19 _____, and cash deposit or guarantee shall be provided by _____ (full name of vessel _____ to _____ property owners) (full name of vessel owners) before _____, 19 _____.

Provision of security by a party to the other party in conformity to the provision in Paragraph 1 of this Clause shall not be taken as admission by him of collision liability.

Where a party has provided the security conformable to that required in Paragraph 1 of this Clause, the other party shall not apply to the court for arrest or detention of the vessel or property owned by that party.

The provision in Paragraph 3 of Clause 2 hereof shall not apply in absence of an agreement between the parties as prescribed in Paragraph 1 of Clause 2 hereof, or in the case that a

party fails to receive the security from the other party, though agreement has been reached between the parties, or that such security as has been provided becomes ineffective due to expiration.

4. The parties agree that one party conduct survey to damage to the vessel or property owned by the other party and provide convenience for survey to be held by the other party.

5. The arbitration procedure shall be governed by the Rules of Arbitration of China Maritime Arbitration Commission and the award made by the Commission shall be final and binding on the parties.

6. Except as otherwise expressly provided, the law of the People's Republic of China shall apply to this Agreement and to the arbitration conducted under this Agreement.

7. Any change of the name, address, fax and telex number and postal code given in the preamble of this Agreement shall be immediately communicated to the Commission and the other party. Failing this, any letter and document mailed to such address as well as any facsimile and telex message transmitted to such number shall be deemed to have been duly served to the parties over a period of time as deemed reasonable by the Commission or the arbitration tribunal.

Signature

For and on behalf of the salvor

For and on behalf of the salvaged party