

仲裁文書範例 - 船舶碰撞仲裁協議

船舶碰撞仲裁協議 ARBITRATION AGREEMENT IN CASE OF COLLISION

[]年[]月[]日

Date : []

[]代表[]號船舶(船旗國:[]船籍港:[])(地址:[] 電話:[], 電傳:[]
傳真:[], 郵遞區號:[])

同

[]代表[]號船舶(船旗國:[]船籍港:[])(地址:[] 電話:[], 電傳:[]
傳真:[], 郵遞區號:[])

或者[]代表[]的財產所有人(地址:[] 電話:[], 電傳:[]傳真:[])

達成協定如下：

It is hereby agreed between [] as accredited representative (address : [], tel : [],
telex : [], fax : [], postal code : []) of m.v. (flag : [], port of registry : [])

And [] as accredited representative (address : [], tel : [], telex : [], fax : [],
postal code : []) of m.v. (flag : [], port of registry : []);

Or [] as accredited representative (address : [], tel : [], telex : [], fax : [],
postal code : []) of the owners of the property, as follows :

第一條 雙方當事人同意將[]號船舶於[]年[]月[]日[]時(格林尼治平時或
北京時間)在[]地方發生碰撞而產生的一切爭議，包括當事人應負的責任和有關賠償損
失的金額，提交中國海事仲裁委員會解決。

1. The parties agree to refer to China Maritime Arbitration Commission for settlement of
all disputes arising between the parties hereto in connection with the collision between m.v.
[] and m.v. [] on the date of [] at [] hours (Greenwich Mean Time or Beijing Time),
at [] with regard to the said collision including the eventual liability of each party and the
amount of damages to be paid.

第二條 為請求賠償的損失進行財產保全，雙方同意由[]於[]年[]月[]日前向
[]提交[]保證金或擔保；由[]於[]年[]月[]日前向[]提交[]保證金或擔保。

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

當事人按照本條第一款規定向對方提供擔保並不視為其對碰撞責任的承認。

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.

如果當事人提供了完全符合第一款規定的擔保，另一方不得向法院申請扣押對方所擁有的船舶和財產；如已扣押應立即申請釋放。

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.

第三條 如果雙方對本協定第二條第一款沒有達成協定，或者雖然雙方達成協定，但一方沒有收到對方提供的擔保，或者擔保逾期失效，本協議第二條第三款將不適用。

3. 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.

第四條 雙方同意對方當事人對本方的碰撞損害進行檢驗並給予方便。

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.

第五條 仲裁程式應當依照中國海事仲裁委員會仲裁規則的規定進行，仲裁委員會的裁決是終局的，對各方均有約束力。

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.

第六條 除另有明確約定外，本協定和根據本協定進行的仲裁應適用中華人民共和國法律。

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.

第七條 本協定前言中所列名稱、位址、傳真號、電傳號和郵遞區號如有變更，應

立即通知中國海事仲裁委員會和對方。否則，一切按該地址郵寄的信件、檔等及按該號碼傳遞的傳真和電傳，仲裁委員會或仲裁庭認為已經過合理的時間即視為已經送達。

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.

簽字：

簽字：

Signature：

Signature：