

## SCOPIE 条款附录B, 2014

### - 事故特派代表(SCR)

1. (a) The SCR shall be selected from a panel (the "SCR Panel") appointed by a Committee (the "SCOPIE Committee") comprising of representatives appointed by the following:

- 3 representatives from the International Group of P and I Clubs
- 3 representatives from the ISU
- 3 representatives from the IUMI
- 3 representatives from the International Chamber of Shipping

事故特派代表(SCR)应从经由SCOPIE委员会批准的SCR专家团中选派。SCOPIE委员会由下列代表组成:

- 3名来自国际保赔协会集团的代表;
- 3名来自国际救助联盟(ISU)的代表;
- 3名来自国际海上保险联盟(IUMI)的代表;
- 3名来自国际航运公会的代表。

(b) The SCOPIE Committee shall be responsible for a triennial review of the tariff rates as set out in Appendix A.

SCOPIE委员会负责每三年对附录A所列的费率标准进行审核和更新。

(c) The SCOPIE Committee shall meet once a year in London to review, confirm, reconfirm or remove SCR Panel members.

SCOPIE委员会应每年在伦敦召开一次会议对SCR专家团的成员进行复查、确认、再确定或删除。

(d) Any individual may be proposed for membership of the SCR Panel by any member of the SCOPIE Committee and shall be accepted for inclusion on the SCR Panel unless at least four votes are cast against his inclusion.

任何独立个人均可经由SCOPIE委员会的任何成员推荐获得SCR专家团的成员资格, 并应被接纳成为SCR专门团的成员, 除非至少有4票投票反对其加入。

(e) The SCOPIE Committee may also set and approve the rates of remuneration for the SCRs.

SCOPIE委员会也会设定和批准SCR报酬的费率标准。

(f) Members of the SCOPIC Committee shall serve without compensation.

SCOPIC委员会的成员应提供无偿的服务。

(g) The SCOPIC Committee's meetings and business shall be organised and administered by the Salvage Arbitration Branch of the Corporation of Lloyd's (hereinafter called "Lloyds") who will keep the current list of SCR Panel members and make it available to any person with a bona fide interest.

SCOPIC委员会的会议和业务由劳合社的救助仲裁分委会(下称“劳合社”)组织和管理。劳合社救助仲裁分委会负责保管现任的SCR专门团成员名单,并向善意的第三人公开。

(h) The SCOPIC Committee shall be entitled to decide its own administrative rules as to procedural matters (such as quorums, the identity and power of the Chairman etc.).

SCOPIC委员会有权就程序性事务(例如法定人数,主席的人选和权力等)自行制定管理规定。

2. The primary duty of the SCR shall be the same as the Contractor, namely to use his best endeavours to assist in the salvage of the vessel and the property thereon and in so doing to prevent and minimise damage to the environment.

SCR的主要义务与救助签约人相同,即尽其最大努力协助救助船舶及船上的财产,并在实施救助行为时尽其最大努力防止或减少对环境的损害。

3. The Salvage Master shall at all times remain in overall charge of the operation, make all final decisions as to what he thinks is best and remain responsible for the operation.

救助作业自始至终都应由救助长全面负责。救助长应以其认为最佳的方案作出最终决定并负责其实施。

4. The SCR shall be entitled to be kept informed by or on behalf of the Salvage Master or (if none) the principal contractors' representative on site (hereinafter called "the Salvage Master"). The Salvage Master shall consult with the SCR during the operation if circumstances allow and the SCR, once on site, shall be entitled to offer the Salvage Master advice.

SCR有权要求得到救助长,或以救助长名义,或(如果没有救助长的话)救助签约人的现场主要代表(下均称“救助长”)有关救助作业全面、及时的通报。在作业期间如果情况允许,救助长应与SCR协商。SCR一旦到达现场,应有权向救助长提出他的建议。

5. (a) Once the SCOPIC clause is invoked the Salvage Master shall send daily reports (hereinafter called the "Daily Salvage Reports") setting out:-

- the salvage plan (followed by any changes thereto as they arise)
- the condition of the casualty and the surrounding area (followed by any changes thereto as they arise)
- the progress of the operation
- the personnel, equipment, tugs and other craft used in the operation that day.

一旦启动SCOPIC条款，救助长应每天发送日报(下称“救助作业日报”)。该报告应含有下列内容:

- 救助计划(如有变化，随时改进);
- 事故船的状况，及现场周围的情况(如有变化，随时更新);
- 救助作业的进度;
- 当天使用的人力、设备、拖轮和其它船艇。

(b) Pending the arrival of the SCR on site the Daily Salvage Reports shall be sent to Lloyd's and the owners of the vessel. Once the SCR has been appointed and is on site the Daily Salvage Reports shall be delivered to him.

在SCR到达现场以前，救助作业日报应发送至劳合社和船舶所有人。SCR一旦被指定并到达现场，应向SCR递交当天的救助作业日报。

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(c) The SCR shall upon receipt of each Daily Salvage Report:-

SCR收到日报后，应:

(i) Transmit a copy of the Daily Salvage Report by the quickest method reasonably available to Lloyd's, the owners of the vessel, their liability insurers and (if any) to the Special Hull Representative and Special Cargo Representative (appointed under clause 12 of the SCOPIC clause and Appendix C) if they are on site; and if a Special Hull Representative is not on site the SCR shall likewise send copies of the Daily Salvage Reports direct to the leading Hull Underwriter or his agent (if known to the SCR) and if a Special Cargo Representative is not on site the SCR shall likewise send copies of the Daily Salvage Reports to such cargo underwriters or their agent or agents as are known to the SCR (hereinafter in this Appendix B such Hull and Cargo property underwriters shall be called "Known Property Underwriters").

以最快、最有效的方式将救助作业日报发送给劳合社、船舶所有人及其责任保险人、(如有根据SCOPIC条款第12条和附录C任命的)船壳险特

别代表和货物特别代表而且他们在现场。如果船壳险特别代表没有在现场，SCR应将救助作业日报直接发送给牵头船壳险保险人或其代理人(如果SCR知道的话)。如果货物特别代表没有在现场，SCR也应将救助作业日报发送给这些货物的保险人或他们的代理人或其所知晓的代理(在本附录B中，这些船舶和货物的财产保险人被称为“已知财产保险人”)。

- (ii) If circumstances reasonably permit consult with the Salvage Master and endorse his Daily Salvage Report stating whether or not he is satisfied and

如果情况合理允许，SCR应与救助长商议，并注明他对救助作业日报是否满意，及

- (iii) If not satisfied with the Daily Salvage Report, prepare a dissenting report setting out any objection or contrary view and deliver it to the Salvage Master and transmit it to Lloyd's, the owners of the vessel, their liability insurers and to any Special Representatives (appointed under clause 12 of the SCOPIC clause and Appendix C) or, if one or both Special Representatives has not been appointed, to the appropriate Known Property Underwriter.

若SCR对救助作业日报不满意，他应准备一份列明反对意见或不同观点的异议报告，递交救助长，并发送给劳合社、船舶所有人及其责任保险人，和任何(根据本SCOPIC条款第12条和附录C任命的)特别代表或，如果船舶和货物中一方或双方没有委派特别代表，则发送给适当的已知财产保险人。

- (iv) If the SCR gives a dissenting report to the Salvage Master in accordance with Appendix B(5)(c)(iii) to the SCOPIC clause, any initial payment due for SCOPIC remuneration shall be at the tariff rate applicable to what is in the SCR's view the appropriate equipment or procedure until any dispute is resolved by agreement or arbitration.

如果SCR根据SCOPIC条款附录B第5条(c)款(III)项向救助长递交了异议报告，在争议通过协商或仲裁解决之前，对SCOPIC酬金的初始支付应按SCR认为适当的设备或程序所适用的费率计算。

- (d) Upon receipt of the Daily Salvage Reports and any dissenting reports of the SCR, Lloyd's shall distribute upon request the said reports to any parties to this contract and any of their property insurers of whom they are notified (hereinafter called "the Interested Persons") and to the vessel's liability insurers.

一旦收到SCR的救助作业日报和任何异议报告，劳合社应根据请求将上述报告分发给救助合同的当事方及已被告知的任何财产保险人(下称“利害关系人”)，及船舶责任保险人。

- (e) As soon as reasonably possible after the Salvage services terminate the SCR shall issue a report (hereinafter call the "SCR's Final Salvage Report") setting out:
- The facts and circumstances of the casualty and the salvage operation insofar as they are known to him.
  - The tugs, personnel and equipment employed by the Contractor in performing the operation.
  - A calculation of the SCOPIC remuneration to which the contractor may be entitled by virtue of this SCOPIC clause.

在救助服务终止后尽可能快的合理时间内，SCR应签发一份报告(下称“SCR最终报告”)说明下列事项:

- 尽其所知的意外事故及救助作业的事实和情况;
- 救助签约人雇佣的进行救助作业的拖轮、人工和设备;
- 依据SCOPIC条款，救助签约人可能有权获得的SCOPIC酬金的计算。

The SCR's Final Salvage Report shall be sent to the owners of the vessel and their liability insurers and to Lloyd's who shall forthwith distribute it to the Interested Persons.

SCR的最终报告应发送给船舶所有人及其责任保险人和劳合社。劳合社随后应立即将之分发给利害关系人。

6. (a) The SCR may be replaced by the owner of the vessel if either:

如果出现下列情况之一，SCR专家可能会被船舶所有人替换:

- (i) the SCR makes a written request for a replacement to the owner of the vessel (however the SCR should expect to remain on site throughout the services and should only expect to be substituted in exceptional circumstances); or

SCR书面向船东申请更换（然而，SCR应该在救助作业过程中自始至终在现场提供服务，只有在非常情况下才可能被替换）；或

- (ii) the SCR is physically or mentally unable or unfit to perform his duties; or

SCR出现身体上或精神上不适合履行其职责的情况；或

- (iii) all salvaged interests or their representatives agree to the SCR being replaced.

所有的获救利益方或他们的代表一致同意该SCR应被替换。

- (b) Any person who is appointed to replace the SCR may only be chosen from the SCR Panel.

任何用来替换SCR的人员只能从经批准的SCR专家团里选择。

- (c) The SCR shall remain on site throughout the services while he remains in that appointment and until the arrival of any substitute so far as practicable and shall hand over his file and all other correspondence, computer data and papers concerning the salvage services to any substitute SCR and fully brief him before leaving the site.

SCR应坚守其职责直到替代的SCR尽可能快地到达。SCR在离开现场之前应将与救助作业有关的文档、所有的通讯，电脑数据以及文件移交给接替他的SCR，并向接替的SCR全面介绍有关的救助作业和相关的情况。

- (d) The SCR acting in that role when the services terminate shall be responsible for preparing the Final Salvage Report and shall be entitled to full co-operation from any previous SCR's or substitute SCR's in performing his functions hereunder.

在救助作业结束时，在职的SCR应负责准备最终报告。为履行其职责，他有权要求之前或替代的SCR提供全面的配合。

7. The owners of the vessel shall be primarily responsible for paying the fees and expenses of the SCR. The Arbitrator shall have jurisdiction to apportion the fees and expenses of the SCR and include them in his award under the Main Agreement and, in doing so, shall have regard to the principles set out in any market agreement in force from time to time.

船舶所有人对支付SCR的雇佣费用和开支负有首要责任。仲裁员有权决定SCR的雇佣费用和开支的分摊，并将之纳入根据主合同裁定的救助报酬之中。在如此行事时，仲裁员应当考虑有效的市场协议中列出的分配原则。

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8. Any SCR appointed pursuant to this Agreement shall not be called by any of the parties hereto to give evidence relating to non-salvage issues.

任何利益方面不可以要求按此协议委派的任何SCR提供任何与救助作业无关的证据。

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