

中華海運研究協會

船舶與海運通訊

SHIP & SHIPPING NEWSLETTER 第四十三期 Issue No. 43 2007年7月12日

理 事 長: 林 光 總 編 輯: 楊仲筂 執行編輯: 葉耀澎

地 址:台北市林森北路 372 號 405 室

電 話: 02-25517540 傳 真: 02-25653003

網 址: http://www.cmri.org.tw
電子郵件: publisher@cmri.org.tw

《船舶與海運通訊》徵稿

- 1. 【海運專論】係針對當前之熱門話題,以 短文方式(字數以1500字為限)提供經 驗交流之評論及建言以契合時事之脈動。
- 【專題報導】係針對當前國內外海運相關 資訊從研究心得、實務操作、及資料蒐整 分析角度加以深入報導,以提供讀者獲取 最新海運相關動態與新知。
- 3. 歡迎所有海運相關之產、官、學界之個人 或團體提供資訊、文稿及建言。

啟 事

- 1. 《船舶與海運通訊》將以不定期方式出刊,並以 E-mail 方式寄送有需要的會員及相關單位,或請至本會網站自行下載。如需本會 E-mail 者請逕洽本會陳小姐,電話:02-25517540 分機 9。
- 2. 欲訂閱紙本之讀者,將酌收紙張印刷及郵費每年新台幣 500 元 (含國內郵費)。請利用郵政劃撥 01535338 帳號訂閱。

目 錄

海運專論	2
淺談海運環保與能源	2
海運市場動態報導	3
貨櫃運輸動熊報導	3
油輪市場動態報導	9
國際散裝乾貨船海運市場行情分析	12
國際法規	18
2007 年殘骸移除奈洛比國際公約	18







淺談海運環保與能源

華健*

爾來,國際間對於海運與港口對海洋環境所造成的衝擊愈發關切。說來矛盾,儘管海運與港口都脫不掉污染源的帽子,相較於其他特別是車輛等運輸方式,海運堪稱既環保且甚具能源效率。整體而言,源自海運的大氣污染可謂相當少。不過終究在過去幾十年當中,海運仍然透過船舶引擎、推進系統、及船殼設計等改進,在降低有害排放與提高能源效率上獲致重大成就。船舶趨於大型,加上各船的更加合理利用,更是大幅降低了單位貨運的耗能。

隨著全球環境優先的趨勢,針對船舶與港口的環境立法,包括地方、區域、國家、及國際等各層次的,預計在未來十年內將持續升溫。而這些立法與環境議題,在海事教育與訓練當中的份量也將隨之升高。總括起來,海運與港口對海洋環境可能造成兩方面的影響:

- 一、意外事故:例如一般人所熟悉的船舶觸礁後的溢油事件。相關立法一方面在於降低相關風險,同時亦在於減輕事故後的影響。
- 二、「正常」運轉:例如 TBT 防污塗料對海洋生物的毒性影響。這類影響可有效透過立 法與落實有效達到防制效果。

壓艙水管控

壓艙水管理已然成為國際間致力減輕源自船舶的污染過程中的一項重大議題。當一艘船汲取壓艙水的同時,其亦不免吸入了大量水中微生物,其中有些具有毒性,有些則因為從其原所在生態系中移出,在排放出船時帶進了另一個生態系,而可能有其危害性。外來物種在沒有天敵的情況下能亟速繁殖,造成巨大的傷害。

目前所廣泛用來防止壓艙水中嫌惡性水生物擴散的技術,唯在海上更換壓艙水而已。然此技術有諸多限制。船舶的安全是主要的一項考量,而天候與海況則在決定何時在海上換水才安全上,扮演著決定性的角色。其他可供選擇的措施,可大致分成化學殺蟲與物理二類。化學殺蟲類所採方法包括:以紫外線輻射、超音波、放電、及脫氧等方法與臭氣、氯、有機酸及銅/銀等化學系統搭配使用。在物理類別方面則包括:大洋海水交換、換水提高鹽度、加熱、及過濾/水流於渦。

地球暖化與氣體減量

國際間海運燃油每年的耗量約一億四千萬噸之普,約占全世界石油總消耗量的5%,

^{*}國立台灣海洋大學 副教授





大約等於是四億五千萬噸的 CO_2 。除了對 NO_x 及 SO_x 排放關切之外,1997年的 MARPOL 會議同時亦通過了一決議,要求針對 CO_2 等氣候變遷氣體(Climate Change Gases, CCG)採取政府間行動。緊接著,在聯合國氣候變化綱要公約第三次締約國會議當中,決議透過 IMO,對源自海運的 CO_2 進行減量或管制。

隨著化石燃料價格持續上揚,加上全球環境議題普遍發燒,許多先進國家正對於過渡到氫經濟(Hydrogen economy)積極準備,主要在於氫的使用、生產、儲存、及配送等一系列技術的開發與商業化。而燃料電池(FC)也將取代石油,應用於在海運上。目前歐、日、美、加拿大等國已不乏將 FC 應用於船上的實例,其中更有如挪威航運公司 Wallenius Wilhelmsen,正設計完全捨棄化石燃料,改以結合太陽能、風能、氫 FC、及波浪能,滿足具近萬輛標準尺寸汽車容輛的汽車船 E/S Orcelle 全部能源需求。

惟在此之前,提升船舶能源效率,及部分應用風能等再生能源於在船上的可行性等問題的解答仍屬當務之急。去年(2006)十月,DNV Henrik Madsen 來台時指出,使用「能源管理計畫」的船舶,約可減少百分之十的燃油使用量,能在每五、六年內,節省出相當於建造一艘新船的費用。對於許多貨櫃輪等定期航線快速船舶,其節能空間更高。而改採天然氣與生質柴油等替代燃料,或許也將成爲值得考慮的選項。相較於傳統的柴油與天然氣,可降低 50% NOx 及 90% 微粒排放。至於生質柴油等好幾種較潔淨的生物燃料的混合燃料,則可降低排放達 10-20%。此外,萬一發生溢油意外,這些生物燃料在環境中的生物分解性亦高得多。

以傳統航運思維面對當今能源與環保議題,必然覺得不堪其擾。但從一些例子也不難看出,由於其間相互牽動的特性,往往積極解決一項問題,其他問題也可接著迎刃而解。例如日本積極研發免操作壓艙水系統(NOBS)船型設計,在政府資助下 Yushu Washio、三菱重工、SRC、NK等皆參與這項計畫,可望設計出免壓艙水進出的船舶,不僅一舉解決壓艙水污染問題,同時亦可望節約可觀人力與能源。而最近更有人提出此 NOBS 概念,實乃源自十五世紀中國特別加寬艏、艉,並加大船寬/長比例的船舶設計技術。而替代燃料之應用於船上,更可望免除既有燃油、儲存、輸送、預處理、及殘渣等所存在的安全與環境上的風險與防制成本。



貨櫃運輸動態報導

楊正行*

^{*} 國立交通大學 交通運輸研究所 碩士 海運從業人員





一、 貨櫃經貿

1. 原油價格調高預測

受第二季以來國際原油價格暴漲,國際投資機構 UBS 調高今年下半年及全年油價預測,對於明年展望,UBS 也認爲雖然產能會增加,但因需求亦有增加導致存量也無法增加,使得明年油價與今年差不多,仍處於相對高檔的水準。

Brent Oil (\$/b)	2007E	2008E
原預測	\$ 60	\$62.25
新預測	\$ 67	\$66.00
變動率	12%	6%

Source: UBS, 2 July 2007

另外,美國能源部亦將指標性的西德州中級原油今年的平均價格上修至每桶 65.56 美元,較上月預估的 64.06 美元上漲 2.3%,明年原油均價預期每桶爲 66.92 美元,亦較上月預估的 64.83 美元上漲 3.2%。

(參考資料:UBS、聯合報)

2.東北亞區域貨櫃貿易持續成長

中國與南韓之間貨櫃貿易預期 2007 年將可重登兩位數的成長。據中韓之間的黃海協會的統計資料,2007 年中國至南韓東行的貨櫃貿易量可達 150 萬 TEU,成長 10%;而西向亦有 110 萬 TEU,成長 10%,而東西向貨量比 1.3,亦是近年來的最佳水準。

單位:'000 TEU 年 東向 成長率 東西向貨量比 西向 成長率 2001 748 1.3 8.4% 556 6.8% 2002 938 25.3% 1.4 655 17.9% 993 2003 5.9% 1.3 787 20.2% 2004 14.5% 1.3 842 1,136 7.0% 2005 1,269 11.7% 1.4 931 10.6% 2006* 1,400 10.0% 1.4 1.000 7.4% 2007* 1,500 10.0% 1.3 1,100 10.0%

2000-2007 年中韓貨櫃航線市場運量統計與預測

至於中國與日本之間貨櫃貿易,據中日海運協會的預測,2007 年中國至日東東向運量可達 240 萬 TEU,成長 9%,至於西向則達 115 萬 TEU,成長 15%,東西向運量比 2.1,進一步改善。

2000-2007 年中日航線運量統計與預測

				單位:	' 000TEU
年	東向	成長率	東西向貨量比	西向	成長率
2001	1,230	16.40%	2.9	415	22.40%
2002	1,323	7.50%	2.5	523	17.90%





(參考資料:中國物流觀察)

2003	1,558	17.80%	2.4	638	22%
2004	1,827	17.20%	2.3	778	22%
2005	2,007	9.90%	2.3	860	10.50%
2006*	2,200	10%	2.2	1,000	15%
2007*	2,400	9%	2.1	1,150	15%
*爲預測					

3. 中國實施新版出口退稅政策

從今年7月1日起,中國對 2,831項商品的出口退稅政策將作出調整(如下表)。在目前形勢下,新的出口退稅加大出口成本,人民幣升值又進一步降低了中國出口的價格優勢,一般認爲對出口退稅進行調整對促進產業結構升級會有助益,但使出口企業間出現大洗牌。至於貨櫃海運是否會因出口退稅政策的調整,引發七月前的出口大爆艙,反而七月新制實施後出現一段空檔期,運費出現震盪,這恐仍須至八、九月後才會明朗,但以中國的發展情況而言,應不必過慮。未來對中國市場的觀察,可注意中國政府是否有堅定的決心來減少貿易順差,以及廠商在中國製造、生產、配銷的成本競爭力。

2007年6月19日,財政部、國家稅務總局同國家發改委、商務部、海關總署發佈通知, 從7月1日起,調整部分商品的出口退稅政策。

- 一、取消下列商品的出口退稅
 - 1. 瀕危動物、植物及其製品;
 - 2. 鹽、溶劑油、水泥、液化丙烷、液化丁烷、液化石油氣等礦產品;
 - 3. 肥料(除已經取消退稅的尿素和磷酸氫二銨);
 - 4. 氯和染料等化工産品(精細化工産品除外);
 - 5. 金屬碳化物和活性碳產品;
 - 6. 皮革;
 - 7. 部分木板和一次性木製品;
 - 8. 一般普碳焊管產品(石油套管除外);
 - 9. 非合金鋁制條杆等簡單有色金屬加工產品;
 - 10.分段船舶和非機動船舶。
- 二、調低下列商品的出口退稅率
 - 1. 植物油出口退稅率下調至5%;
 - 2. 部分化學品出口退稅率下調至 9%或 5%;
 - 3. 塑膠、橡膠及其製品出口退稅率下調至5%;
 - 4. 箱包出口退稅率下調至11%,其他皮革毛皮製品出口退稅率下調至5%;
 - 5. 紙製品出口退稅率下調至5%;
 - 6. 服裝出口退稅率下調至11%;
 - 7. 鞋帽、雨傘、羽毛製品等出口退稅率下調至11%;
 - 8. 部分石料、陶瓷、玻璃、珍珠、寶石、貴金屬及其製品出口退稅率下調至5%;
- 9. 部分鋼鐵製品(石油套管除外)出口退稅率下調至 5%,《財政部、國家稅務總局關於海洋工程結構物增值稅實行退稅的通知》(財稅 (2003)46 號)規定的內銷海洋工程結構物仍





按原退稅率執行;

- 10. 其他賤金屬及其製品(除已經取消和本次取消出口退稅商品以及鋁箔、鋁管、鋁制 結構體等)出口退稅率下調至 5%;
- 11. 刨床、插床、切割機、拉床等出口退稅率下調至 11%; 熏柴油機、泵、風扇、排氣 閥門及零件、回轉爐、焦爐、縫紉機、訂書機、高爾夫球車、雪地車、摩托車、自行車、挂 車、升降器及其零件、龍頭、釺焊機器等出口退稅率下調至 9%;
 - 12. 家具出口退稅率下調至 11%或 9%;
 - 13. 鐘錶、玩具和其他雜項製品等出口退稅率下調至 11%;
 - 14. 部分木製品出口退稅率下調至5%;
 - 15. 粘膠纖維出口退稅率下調至5%。
 - 三、下列商品改爲出口免稅

花生果仁、油畫、雕飾板、郵票、印花稅票等。

(參考資料:中國物流觀察)

二、 航商造船動態

1. 東方海皇(NOL) 將添八艘大型貨櫃船

新加坡海皇輪船 NOL 將爲現有的運輸船隊,添加 8 艘總值 10 億元的貨櫃船。這 8 艘船舶,每艘可運能 10,000 TEU,船速 26 knots,將是 NOL 船隊中體形最大的船型。這些船舶將於南韓建造,預計 2011 年交船,投入亞歐航線。這是 NOL 五年來首次購置新的船舶。該公司之所以會購買更大型的船舶擴大船隊,主要是認爲全球經濟的增長將有助於提高船舶運輸貨物的需求。NOL 旗下的 APL 同時取得 Lloyd's Register 船殼評鑑計劃(Hull Assessment Scheme (HAS))的認證。

(參考資料: NOLwebsite)

2. 達飛 (CMA CGM) 造8 x 12,000 TEU 超大型貨櫃船

據報導,法國達飛輪船擬投資 20 多億美元建造超大型貨櫃船。韓國大宇造船將爲達飛建造 8 艘配載 12,600 TEU 的貨櫃船。每艘船造價約爲 1.65 億美元,將於 2009 年至 2010 年交付。另外,達飛還向大宇訂造了 8 艘 8,500 TEU 的貨櫃船。但達飛並未就這兩則消息發表評論。

(參考資料: 香港大公報)

3. 萬海航運訂造6艘 4,240 TEU 貨櫃船

為提高營運績效及服務水準,萬海航運日前向台灣國際造船股份有限公司訂造6艘4,250 Teu 全貨櫃輪,這是萬海航運繼2003、2004年向台船陸續訂購9艘4,250 Teu 以及4艘6,000 Teu 的全貨櫃輪後再次合作,最新一批新船預定於2010年8月底起陸續交船。

萬海一向在亞洲區間市場有很高的市佔率,近年跨出亞洲區間,陸續進入美國及歐洲市場, 據萬海表示,目前營運船隊已有50艘自有船舶,27艘外租船,並有9艘建造中之新船,此次再 度訂造新船,將大幅降低租船成本,提升營運競爭力,並提供客戶更快捷便利的服務網絡。

(參考資料: 萬海 website)

三、 航港經營管理





1. 新加坡海事金融優惠計劃(MFI)見到實施

目前,船舶融資是一個正在迅速增長的領域,年總值估計 3,000 億美元的船舶建造和轉售活動帶動了船務從業者對不同類型融資工具的需求。但國際船舶融資模式有限,除英國稅務租賃模式(UK lease)和德國 KG 模式外,大多仍依靠傳統的銀行貸款。

2006年2月,新加坡政府推出新的稅收管理政策「海事金融優惠計劃(MFI: Maritime Finance Incentive)」,針對船舶租賃公司、船務基金和船務商業信託制定較爲優惠的鼓勵措施,其要點爲:

- (1) 船艇租賃公司、船務基金或船務信託在十年優惠期內買下的船隻所賺取的租賃收入, 只要符合條件,將永久豁免繳稅,直至相關船隻被售出爲止。
- (2)負責管理船務基金或公司的投資管理人,所獲得的管理相關收入,只要符合條件即可享有10%的優惠稅率,爲期十年。
- (3) 相關條件:從事船舶租賃活動的新加坡非納稅居民;所經營的租賃船舶註冊地爲新加坡;租賃的船舶由 AIS(Approved International Shipping Enterprise Scheme)計劃支援下的公司經營。

值得注意的是,MFI 計劃沒有限定船舶類型,除集裝箱船外,用於散貨、石油和天然氣運輸的其他類型的船舶均可以申請加入優惠計劃之中。

MFI 計劃提高了船舶租賃公司和船務信託對潛在投資者,特別是社會公衆投資者的吸引力;刺激了新加坡海運信託基金等類似船舶投資工具的成長。目前,已有 First Ship Lease Pte. Ltd、Pacific Shipping Trust、Tailwind Shipping Pte Ltd、Uni-Asia Capital (Singapore) Limited····等多家公司獲准成立實施。

(參考資料:中國遠洋)

2. 馬士基(Maersk) 調整歐陸經營策略緩解港口擁堵

繼調整改善在北美內陸複合運輸的效率後,爲解決歐洲地區的港口擁堵以及由此產生的運輸延誤,MAERSK亦計劃調整其在歐洲的內陸經營策略,加快貨櫃往內陸的流通,以降低貨櫃堆積在港口所造成的擁擠,而鐵路運輸將是重要的一環,但目前歐洲的鐵路運輸體系仍舊缺少符合歐洲範圍內的一致標準,比如安全系統的標準、電壓的標準、系統的轉換等。可見的未來,歐洲對鐵路基礎設施的投資與建設將會比過去更爲積極。

2007年亞歐貿易的漲幅度達 20%,超出了之前的預期,這種趨勢仍將延續下去,10年後歐洲港口的吞吐量將會是現在的兩倍。對航商而言,亞歐貿易不平衡加劇是另一個頭痛的問題。雖然近年來中歐與東歐的發展迅猛,但是其內陸基礎設施仍然非常薄弱。很多貨櫃就被滯留在捷克、匈牙利、波蘭等歐洲內陸國家,用什麼辦法將這些貨櫃運回已經櫃滿未患的港口是個亟需解決的難題。

(參考資料:上海航運交易公報)

3. 強化全球承運的能力、發展碼頭業務與多角化經營成為主流

全球化加速,使得航商在近十年的市場競爭中逐步體會到,要生存必須持續發展,做大做強,同時要自強和聯合。從全球的經貿發展來看,從反壟斷、應付突發事件以及降低成本來看,各大航商想成爲全球承運人會是必然的發展趨勢,航線要能佈滿全球,應有齊全的全球性的攬貨、船代、中轉與內陸運輸系統的網路,在主要港口擁有碼頭與倉儲,都是要成爲能獨立經營操作的全球性物流業中的主流。





不僅是航商,社會上愈來愈多有識之士認爲碼頭是一項具有戰略性的重要商業手段,在主要港口擁有碼頭不光是爲獲利,還是要降低成本與保證船期的一項長期性有效手段。在市場低 迷時能承受低運價,在市場旺盛時,能不受港口擁擠之害。

此外,擴大多角化經營可以規避風險,以確保在市場甚劇的變動中獲得相對穩定的收益。 多角化經營有兩類,一類是業內多樣經營,如經營不同船型的船隊(貨櫃、散裝、油運)、碼頭等; 另一類則是集團內多業種的經營,如 A.P.Moller 集團經營航運、石油、超市等行業。例如 Maersk 貨櫃運輸部門在 2006 年虧損 5.68 億美元,但 A.P. Moller 集團的石油企業大賺,整個集團仍獲利 11 億美元。相對地,集團公司負有的責任範圍也擴大,其下屬任一家企業的狀況都會影響集團 母公司,所以其對管理、規避風險、行業架構與組成等方面的要求愈來愈高。

(Source:中國物流觀察)

4. 物流業進駐洋山保稅港區

上海大小洋山深水港的發展受到很大的矚目,連帶洋山保稅港區的發展也引起關注,截至目前,包括 Maersk、達飛、中儲、豐樹、施潔、普洛斯、海博斯班塞在內的 44 家中外企業已入駐洋山保稅港區,經營範圍涉及第三方物流、貿易、貨代、船代、報關、保險、金融等多個直接參與物流服務或爲物流服務提供配套支援的業務。

洋山保稅港區是 2005 年 6 月中國正式批批立的保稅港區,是中國第一個保稅港區。保稅港區將港區、保稅區、出口加工區合而為一,可享受保稅區、出口加工區相關的稅收和外匯管理政策,境外貨物入港區可保稅,國內貨物入港區視同出口實行退稅。洋山保稅港區劃為港口作業區、倉儲物流區和出口加工區三大功能區域,政策目標是想充分發揮區位優勢和政策優勢,發展國際中轉、國際配送、國際採購、國際轉口貿易和出口加工等業務,全面提升上海港的國際競爭力,進一步確立上海航運樞紐和國際航運中心的地位。

洋山保稅港區首期封關運作面積爲 7.2 平方公里,其中小洋山港口區域 2.14 平方公里,位於南匯蘆潮港的陸域配套園區面積 5.06 平方公里,將成爲大上海另一個物流企業的主要聚集區。此外,中國在 2005 年也批准在天津港東疆港區設立保稅港區,面積達 10 平方公里,而設立東疆保稅港區隻是中國推進天津濱海新區開放政策的一部分,天津濱海新區想繼深圳經濟特區、浦東新區之後又一帶動區域發展的新經濟成長圈,2006 年中國也批准在大連港設立大窯灣保稅港區。

(參考資料:中國物流觀察、網站)

5. 長三角港口醞釀貨櫃運價聯動

據報導指出,上海組合港管委會辦公室最近制定了《長三角港口集裝箱市場價格聯動規則》,擬對貨櫃市場的公平競爭、互利互惠、操作可行、公開透明等方面訂出規範,目的在引導企業按照法律法規及規章從事經營,共同約束運輸市場價格,推進區域港口協調發展。長三角港口貨櫃運價聯動的適用範圍主要是長三角地區貨櫃業務相對比較集中的港口。目前,該規則正向長三角港口單位徵求意見。

此次制定聯動規則的主要背景是由於內貿港口收費價格放開後,港口經營出現了殺價競爭情況,特別是 2006 年個別國際貨櫃航線上出現的競爭情況。長三角港口群被認爲存在"同質競爭",各港口爲了吸引貨櫃貨源從自己港口出口和轉運,都採取了一系列降低費用、改善服務、簡化手續、提高效率的優惠政策措施,特別是上海港與寧波-舟山港之間的競爭苗頭呈現加劇趨





勢。中國交通部在今年全國交通工作會議上提出, "要綜合運用法律、經濟和必要的行政手段, 培育和建立統一開放、競爭有序的運輸市場。"上海組合港管委會乃順勢欲推動聯動規則。

價格聯動主要由資訊公開、費收報備、聯席會議、聯合巡查、監督處罰等制度組成,期使 長三角各港口努力建立統一開放、競爭有序的區域港口市場,但由於港口管理體制的關係,各 港口恐還是會以自身利益爲主要考慮全力發展。

據中國的統計, $1\sim5$ 月份寧波-舟山港貨櫃量達到 365.6 萬 TEU,爲去年同期 139.6%;上港集團貨櫃量則累計達到 1029.1 萬 TEU,成長 25.6%,其中洋山深水港區貨櫃量累計達到 220.1 萬 TEU,成長 114.7%。

(參考資料:中國物流觀察)

油輪市場動態報導

唐邦正*

據市場媒體指出,2006 年全球石油消費量只有成長 0.7%,創下了 2001 年以來新低,也是過去 10 年平均水準的一半。BP 集團候任首席經濟學家魯爾並認為,全球製造業目前存在著一個結構性的變化,就是越來越多工業轉向發展中國家,導致已發展國家的能源需求也隨之下降。

回顧六月份,原油運輸市場仍處低點。六月底波羅地海交易所原油綜合運價指數月底報 1,029 點,較五月小漲 13 點。西德州中級原油從月初每桶 64.86 美元,上漲至 70.31 美元。杜 拜原油則由每桶 63.77 美元,上漲到月底時之 66.54 美元。布蘭特原油每桶大漲 4.51 美元,以 每桶 73.68 美元作收。

波灣 VLCC 市場再度面臨挑戰

波灣油輪市場運費在五月小幅回穩後,六月因運力過剩,運費又往下探底。從供給面來看,因可裝七月裝期貨載的雙殼船數量大幅增加,因此運費在六月無法獲到支撐。波灣至日本航線,六月底雙殼船運費以 WS62.5 點成交,換算每日租金得約美金三萬三千元。在其他地區,西非至美灣路線,七月下旬裝期貨載以 WS60 點成交。預期波灣 VLCC 運費在七月仍因運力過剩情況再度浮現而走弱。

SUEZMAX 運費小幅上揚

SUEZMAX 運輸市場在各地需求供給情況不一,各地運費在六月上下起伏。西非至美東運價在月初成交 WS 110 點,至月底時上漲至 WS120 點,小漲百分之九。在地中海地區,因六月下旬運力供不應求,運費再度反彈,埃及到西地中海區運費從月初價報 WS82.5 點,一路上漲至 WS 120 點。

AFRAMAX 運費上漲

各地 AFRAMAX 型油輪運輸市場在六月大幅上漲,加勒比海至美灣運價從 WS135 點上漲

^{*} 中國航運股份有限公司 油輪業務組





至月底的 WS142.5 點。北非至歐陸月底運費再度向上飆漲。北海至歐陸航線在月初價報 WS 85 點,但月底運費來到 WS 117.5 點。

成品油市場全面下跌

六月底的波羅地海白油指數(Baltic Clean Index),為 949 點。波灣到日本航線,月底 LR1 成品油船運費與月初相比下跌 WS30 點。加勒比海到美東一艘 MR 成品油船成交在 WS 215 點,與月初相比下跌 WS35 點。

TANKER MARKET FREIGHT RATES JUNE/2007

DIRTY	TYPE	29-JUNE	8-JUNE	15-JUNE	22-JUNE
MEG / WEST	VLCC	50.0	62.5	65.0	65.0
MEG / JAPAN	VLCC	62.5	80.0	80.0	80.0
WAF / USG	VLCC	60.0	67.5	62.5	85.0
WAF / USAC	130,000	120.0	110.0	107.5	108.5
SIDI KERIR / W. MED	135,000	120.0	82.5	90.0	135.0
N.AFR / EUROMED	80,000	95.0	80.0	120.0	95.0
UK / CONT	80,000	117.5	85.0	97.5	110.0
CARIBS / USG	70,000	142.5	135.0	135.0	150.0
	1	Л	/~		

VLCC fixed all areas in the week:	39	30	31	43
Previous week:	43	36	30	31
VLCC available in MEG next 30 days	94	68	73	63
Last week:	63	55	68	73

CLEAN	TYPE	29-JUNE	8-JUNE	15-JUNE	22-JUNE
MEG / JAPAN	75,000	122.5	142.5	140.0	130.0
MEG / JAPAN	55,000	155.0	185.0	175.0	165.0
SINGAPORE / JAPAN	30,000	205.0	235.0	210.0	195.0
UKC-MED / STATES	37,000	230.0	340.0	325.0	280.0
CARIBS / USNH	37,000	215.0	250.0	250.0	255.0
_		Ш	-		

1 YR TC USD / DAY	TYPE	29-JUNE	8-JUNE	15-JUNE	22-JUNE
VLCC	(MODERN)	\$57,500	\$60,000	\$60,000	\$60,000
SUEZMAX	(MODERN)	\$45,000	\$45,000	\$45,000	\$45,000
AFRAMAX	(MODERN)	\$34,000	\$31,500	\$34,000	\$34,000
PRODUCT LR1	80,000	\$29,500	\$29,000	\$29,000	\$29,500





PRODUCT MR

40,000

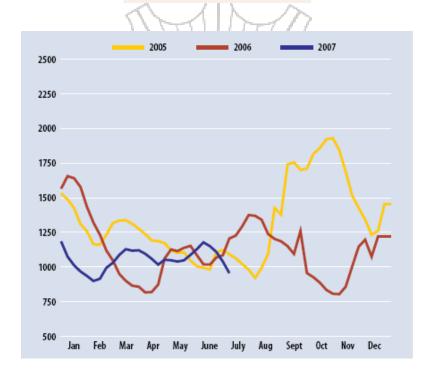
\$26,000 | \$24,000 | \$24,000

\$25,000

Baltic Spot Rates — Crude Oil



Baltic Clean Rates



參考資料: Fearnleys, Fairplay





國際散裝乾貨船海運市場行情分析

陳永順*

根據 IISI 最近報導:今年 5 月份全球粗鋼產量達 1.122 億噸,比去年同期增長 6.4%。在亞洲地區,中國粗鋼產量達 41.3 百萬噸,比去年同期增長 15.7%,日本及南韓呈現顯著增加:日本產量 10.2 百萬噸,比去年同期增長 2.6%,南韓產量 4.4 百萬噸,比去年同期增長 6.3%,印度產量 3.7 百萬噸,比去年同期增長 2.8%,。。在歐洲地區,德國產量 4.0 百萬噸,比去年同期增長 0.8%,西班牙產量 1.7 百萬噸,比去年同期減少 6.0%,法國產量 1.8 百萬噸,比去年同期減少 0.8%,俄羅斯產量 6.3 百萬噸,比去年同期增長 1.9%,烏克蘭產量 3.7 百萬噸,比去年同期增長 3.3%,巴西增長 16.2%,達 2.9 百萬噸。歐美出現減產,美國產量 8.4 百萬噸,比去年同期減少 6.2%,歐盟 27 粗鋼產量 15.4 百萬噸,比去年同期減少 1.2%。

澳洲最大煤礦輸出港 Newcastle 及南威爾斯礦區受到惡劣天候侵襲,重挫煤炭出口作業,導致港口等候船隻出現暴增,迫使 Rio Tinto 轉投資澳洲煤礦公司 Coal&Allied 自 6 月 8 日起宣告不可抗力無法如期履行供料合約,並適用此刻等候船隻及按期將抵達船隻。歷經近半個月強烈暴風雨侵襲澳洲 Newcastle 港,並摧毀連貫礦區至港口鐵路系統,同時,印尼也因洪水致煤炭出口受阻,導致全球煤炭供應吃緊,又適逢夏季用電高峰,發電廠被迫到處找料,日本電廠轉向中國煤炭供應商援助,中國煤炭供給商向日本電廠以離岸價報價衝破每噸 80 美元,推升全球煤炭現貨價格飆漲。中國本身需求煤炭大增外,加上近年來關閉不少煤炭礦坑,使中國今年 1-5 月出口煤炭由去年同期 27.5 百萬噸下降至 19.3 百萬噸,進口煤炭暴漲 43.9%,達 22.97 百萬噸。

儘管中國實施課徵鋼材出口稅,惟中國礦砂需求量並未出現減緩跡象,原中國鋼廠與礦砂供應商本希望等更低運費成本而拖延提貨後,現他們試圖派船從巴西提運,推升海運市場行情再度攀登上月高檔。澳洲 Newcastle 於惡劣天候阻礙煤炭出口後,買方無視大排長龍候港船隻仍競相派船搶煤炭,致港塞再度惡化,加上中國強勁煤炭及礦砂的需求等,使航市歷經一個月停止上漲後,迄 6 月中旬,海運市場租金行情再度反轉暴漲,尤其以海岬型船市場行情漲勢兇猛。在大西洋區域,於運費回檔一陣子後,在買方與賣方競相搶船,使上漲力道最爲強勁。另外,在亞洲區域,儘管買方知悉船隻候港須花費相當長時間,他們還是硬著頭皮派船至澳洲搶運煤炭。5 月中旬無論大小型船市場行情衝抵歷史最高點後,雖歷經約一個月回檔後,至 6 月中旬掉頭再度急漲,其中以海岬型船回跌幅度最大達 1/3,其次巴拿馬極限型船回檔約 15%,超輕便極限型船回檔 7.4%,輕便型船回檔 12.3%。

在船噸供給量方面,今年海岬型船將有 10.4 百萬載重噸新船加入營運,約增加 7.9%,巴拿馬極限型船將有 7.8 百萬載重噸新船加入營運,約增加 7.1%,輕便極限型船將有 5.9 百萬載重噸新船加入營運,約增加 7.6%,而輕便型船將有 2.3 百萬載重噸新船加入營運,約增加 3%。然今年海運貨載約增長 6%,按理海運市場供求應相當健康,惟因澳洲港塞嚴重,侵蝕約 9%以上船噸供給量,才造成市場船噸供給異常吃緊窘困。由於海岬型船行情居於天價,除迫使部分租方將海岬型貨物拆開分給巴拿馬極限型貨船承運,牽制海岬型船行情不致於暴漲失控外。由於

國立台灣海洋大學航管博士 高雄海洋科技大學暨長榮大學兼任助理教授





油輪市況不佳,因此未來將有40艘以上油輪,相當於60條17萬噸的散裝船舶,將改裝投入散裝市場,屆時散裝船海運市場運能可望增加8%到9%。

一、波羅的海運運價指數

《圖 1》顯示海運運費綜合指數(BDI)、海岬型船指數(BCI)、巴拿馬極限型船(BPI)及超輕便極限型(BSI)和輕便型船(BHI)行情指數的變動趨勢。受到澳洲塞港凍結約 175 艘以上海岬型暨巴拿馬極限型船,已使巴拿馬極限型以上船噸運力吃緊,儘管先前澳洲 Newcastle 港煤炭裝船實施配額制,迫使煤炭供應商不得已減量供料,當時巴西礦砂出口作業出問題,礦商拖延供料,導致海運市場因缺料而需求船噸燒退,於 5 月中旬海運市場行情漲勢暫歇而反轉回跌,期間澳洲南威爾斯遭受暴風雨的襲擊,致 Newcastle 港煤炭出口作業受阻約二星期,6 月上中旬恢復作業,以及買方與供應商趁市場行情回檔後,又紛紛於 6 月中旬競相搶船提運煤炭及礦砂貨載,以運煤炭與礦砂爲主力的海岬型船噸率先引爆爭奪戰,頓時需求湧現,船噸供應非常吃緊,促使海岬型船市場率先帶動反彈,瞬間連續演出未曾見過每日指數喷出暴漲 600 點,市場指數從 5 月中旬的歷史高點 9687 反轉下跌,迄 6 月中旬歷經一個月跌掉 1/3,然指數又從 6 月中旬反彈至月底的短短兩星期指數又暴漲 36%,其他較小船型市場則相對穩定上漲。當海岬型船市場歷經約二星期漲多後,漲勢出現縮小,緊接巴拿馬極限型船接棒漲勢轉強,超輕便型船及輕便型船仍持續穩定上漲。

BDI 指數在 5 月 15 日再創歷史新高 6688 點後開始回檔,歷經一個月下跌,至 6 月中旬回檔修正至 5254,下修幅度達 21.4%。受到澳洲嚴重港塞及市場出現買賣雙方競相搶船,形成船噸供應吃緊,海岬型船 6 月中旬率先止跌大幅反彈,其他較小船型也獲得激勵隨後止跌回升,BDI 指數自 6 月中旬波段低檔 5254 後,隨即快速走揚,6 月底再度回到 6278,距離歷史高點尚差 410 點,是否有機會突破,拭目以待。

BCI 指數於 5 月中旬締造歷史高點 9687 點,雖歷經一個月回檔,6 月中旬觸底至 6356 點,下跌幅度約 34%。至 6 月中旬,除港塞問題持續助長市場上漲因素外,澳洲、巴西及南非鐵礦砂出口持續旺盛,加上煤炭出口也逐漸回復正常,激勵 BCI 指數持續上揚。反彈開始五個交易日漲勢凌厲,BCI 指數大漲近 1500 點,至 6 月底漲勢漸弱,歷經兩星期急速上漲指數攀登 8643 點,距離近期歷史高點尚差 1044 點,7 月初受到 BCI 大幅拉回影響而反轉小跌,欲突破新高機會可能不大。

BPI 指數在 5 月中旬創新高來到 6330 點,雖歷經一個月回檔修正,,至 6 月中下旬落底指數為 5340,下跌幅度溫和約 15.6%,跟隨海岬型船市場急速大漲激勵,剛開始反彈漲勢不強,當 BCI 漲幅過大後,巴拿馬型船受到海岬型貨載拆解分運效應激勵,BPI 在 6 月底也接續出現飆漲,指數已突破上次歷史新高,7 月初來到 6575,再創今年新高紀錄。

BSI 與 BHI 指數同樣於 5 月中旬抵達歷史高檔,分別來到 4310 點及 2148 點,隨後受到大型船行情下跌拖累而走軟,惟緩步下滑,至 6 月中下旬受到大型船走揚激勵,指數觸底分別為 3982 點及 1881 點,跌幅分別為 7.6%及 12.4%,反彈走勢穩健,至 6 月底分別攀登 4039 點及 1947 點,是否突破近期歷史新高,有待觀查。





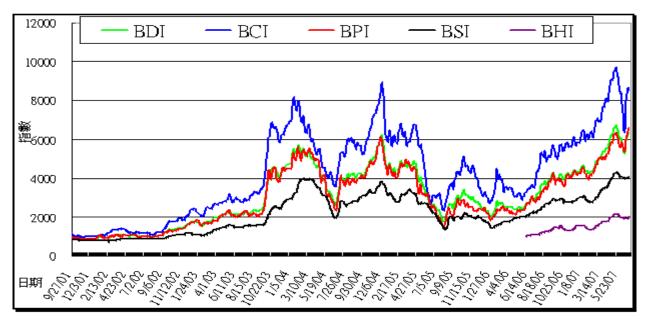


圖 1:綜合指數(BDI)及三大散裝乾貨船市場行情指數(BCI、BPI、BSI 及 BHI) 資料來源:Baltic Freight Exchange Limited

二、海岬型船市場行情

《圖 2》海岬型船行情指數(BCI)組成分中四條航線租金水準變動趨勢。雖然澳洲 Newcastle 煤炭輸出港口作業部門爲疏解港口擁塞問題,採港口船隻作業容量配額,煤炭供應商被迫減量 供料,惟不巧稍晚澳洲南威爾斯遭受持續二週暴風雨侵襲,致港口煤炭作業受阻,使港口擁塞 益加惡化,待6月上旬港口恢復作業,受到全球煤炭供應吃緊影響,買方無畏塞港又紛紛派船 搶料,澳洲東岸煤炭出口港累積滯留船隻有增無減,加劇太平洋區船噸供給不足,因而引發海 運市場歷經一個月下跌修正後,復於6月中旬海運市場行情止跌並出現急速飆漲,同時,大西 洋區巴西原礦砂出口系統發生問題,也曾引發礦砂供應商採取減量供料或延後供料措施,當時 確實使高漲投機氣焰獲得抑制,海運市場行情走跌。至6月中旬,市場行情歷經一個月下跌修 正後,中國鋼廠與供應商趁運費回跌至相對低價時,再度出手瘋狂搶船運料,事實上,雖然中 國當局爲抑制各類鋼材出口量,所實施出口許可與課徵出口稅等措施,惟迄今成效如何令人懷 疑。中國搶料進口礦砂依舊猖狂,追價面不改色,成為市場飆漲的主要推手。海岬船市場行情 自 5 月中旬創歷史新高後歷經一個月回跌修正,至 6 月中旬止跌急速拉漲,歷經兩星期反彈回 漲,至7月初漲勢走弱,終於7月3日反轉跌128點,看起來應無法再突破新高。大西洋單程 回遠東租金在5月中旬飆漲創歷史天價達 US\$143,063後回檔修正,至6月中旬出現止跌,最低 回落至 US\$95,667, 並前數日演出飛飆情節以 US\$8,000~9,000 金額飆漲,至 7 月初漲勢轉弱, 租金上漲又逼近 US\$130,000,惟7月3日反轉下跌至 US\$127,691。其次往返大西洋航線在5月 中旬衝抵歷史最高檔爲 US\$115,773 後回檔修正,至 6 月中旬止跌彈升,此航線租金最低下修至 US\$79,227, 歷經兩星期上漲, 7月初租金又登上 US\$110,000, 7月3日反轉下跌至 US\$108,100。 往返太平洋航線在5月中旬漲至歷史高檔達 US111,708後回跌修正,至6月中旬出現止跌上揚, 此航線租金最低下修至 US\$61,075,7 月初回漲至 US\$94,086,可惜 7 月 3 日缺乏支撐而下跌至 US\$92,264。。最後,遠東單趟返回歐陸,5 月中旬攀登歷史高檔為 US\$86,350,回跌修正近一





個月,迄6月中旬止跌回升,最低回挫至 US\$52,313,7月初反彈上漲至 US\$69,777,7月3日 反轉下跌至 US\$68,341。雖然海岬型船行情漲勢停止而反轉下跌,然依整體煤炭及礦砂需求旺盛,以及澳洲港口嚴重擁塞未獲得解決前,市場處於易漲難跌格局依然不變,若回檔僅視爲暫時休息而已。

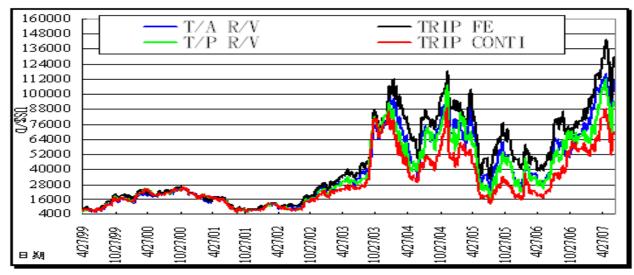


圖 2:海岬型船(172,000Dwt)四條航線現貨租金水準變動趨勢

資料來源:Baltic Freight Exchange Limited

三、巴拿馬型船市場行情

《圖 3》巴拿馬極限型船運價指數組成分中四條航線租金行情變動趨勢。巴拿馬型船市場行 情成爲海岬型船市場的冷卻劑,當海岬型船行情相對巴拿馬型船市場過度飆漲後,爲選擇低運 費成本起見,海岬型貨載將被巴拿馬型船分運,巴拿馬船噸需求增加,當海岬型船市場相對巴 拿馬型船市場出現跌幅過大時,巴拿馬型船市場較不會受到拖累,由最近兩波海岬型船領先上 漲且漲幅太過,除帶動巴拿馬型船市場跟隨上漲,並因海岬型貨載出現以巴拿馬型船分運產生 效應,更激勵巴拿馬型船市場進一步快速上漲。太平洋區也因不少巴拿馬型船噸被滯留澳洲煤 港,而阻礙船噸正常供應,加上煤炭需求恐急,造成船噸供應吃緊,大西洋區除海岬型貨載出 現分運效應的助陣外,中國鋼廠再度出手轉向巴西搶運礦砂及南美穀物輸往亞洲旺季,引發巴 拿馬型船噸需求大增,刺激大西洋巴拿馬型船市場再度攻佔上波歷史高檔,雖5月中旬由高檔 滑落,至6月中旬止跌回升,似乎出現跌少漲多,亦即反應現階段巴拿馬型市場易漲難跌格局。 大西洋單程返回遠東航線 5 月中旬刷新歷史高檔達 US\$57,098, 漲幅逾 68%, 歷經一個月回跌 修正,最低來到 US\$49,590,至6月中旬出現止跌上揚,最低來到 US\$49,590,6月底上漲力道 轉強,並突破前次歷史高檔,再締造新記錄 US\$58,645。其次往返大西洋航線 5 月中旬攀登歷 史高檔 S\$54,205 後,歷經一個月回跌修正,6 月中旬止跌回升,最低來到 US\$43,050,6 月底突 破前次歷史高檔,7月3日再締造新記錄 US\$56,260。往返太平洋航線5月中旬漲勢暫歇而回檔, 並創下歷史最高點 US\$48,587,歷經一個月回跌下修至 US\$39,552,6 月中出現止跌反彈,至 7 月 3 日租金再突破新高至 US\$51,161。遠東返回歐陸航線 5 月中旬曾締造歷史高點 US\$44,824, 歷經一個月回檔修正,最低來到 US\$36,525,6 月中旬出現止跌反彈,至7月3日租金突破前次 記錄來到 US\$46,245。





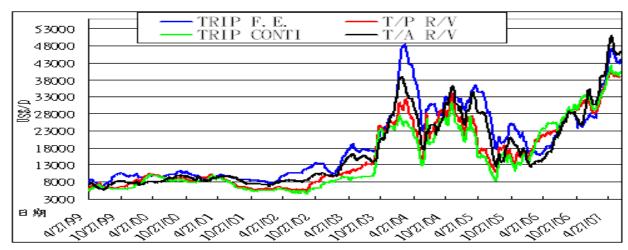


圖 3: 巴拿馬及極限型船(74,000Dwt)現貨日租金曲線

資料來源:Baltic Freight Exchange Limited

四、超輕便極限型與輕便型船航線

《圖 4 及圖 5》分別說明超輕便極限型船及輕便型船租金航線變動趨勢。拜全球新興開發中國家經濟持續維持高成長率,國內工業生產大幅增長,公共工程大興土木,帶動進出口物質暢旺,對輕便極限型以下具備裝卸機具船隻需求殷切。雖然中國實施各類鋼材出口管制及課徵出口稅,然似乎衝擊有限,中國援外建設持續擴展,以及各開發中國家生活水準提高,對能源煤炭及穀類消耗激增,帶動這些物資貨載激增,使航市需求超輕便極限型船以下船噸非常熱絡,穩定超輕便極限型船及輕便型船等市場行情持續上漲,雖然 5 月中旬刷新歷史高檔後,隨著其他大型船市場反轉而緩步回跌修正,惟兩小型船市場行情下跌幅度較小,雖其他兩大型船已在6月中旬出現止跌反彈,但此兩較小型船遲至下旬才反轉反彈,以溫和反彈力道持續走高。

- (一) 超輕便極限型船四條航線平均租金在5月中旬攀登歷史高檔US\$51,056後反轉緩步走跌,雖歷經逾一個月下修,最低來到US\$41,768,6月下旬止跌回升,至7月3日回漲至US\$42,454。以大西洋表現優於太平洋區,迄7月3日大西洋單程遠東與往返大西洋航線租金分別來到US\$43,961及US\$46,317,太平洋區往返及單程回歐洲航線租金分別為US\$39,085及US\$40,452。
- (二) 輕便型船市場行情 5 月中旬攀登歷史高檔後,歷經逾一個月緩步回跌修正,至 6 月下旬獲得止跌回升,以穩健的上漲力道逐步走高。大西洋區表現優於太平洋區,大西洋區及太平洋區的平均租金在 5 月中旬創下歷史高檔分別為 US\$35,218 和 US\$27,518,回跌修正,6 月底止跌回升,至 7 月上旬大西洋區平均租金來到 US\$30,428,太平洋區平均租金來到 US\$27,159。此市場行情仍維持易漲難跌格局。





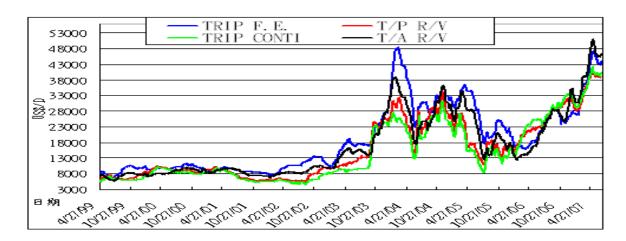


圖 4 超輕便極限型船(Supermax)租金航線

資料來源:Baltic Freight Exchange Limited

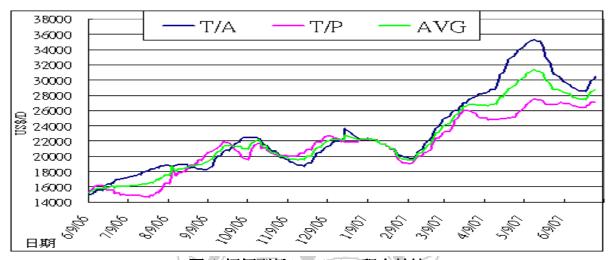


圖 5 輕便型船(Handysize)租金航線

資料來源: Baltic Freight Exchange Limited

五、國際油價市場

- (一)美國能源資訊署(EIA)最新預估,美國西德州中級原油(WTI)2007年下半年每桶 現貨平均價格,將超過70美元,國際熱燃煤價格也飆高,中國離岸報價逾每噸US\$80, 油價屢創新高除受到全球溫度酷熱電力耗用飆高,全球能源供應吃緊外,以及中國等 新興經濟體對原油市場的需求不斷擴增,是國際油價被推升的關鍵因素之一。
- (二)國際原油供應掌握在少數產油國,又原油黑金成為全球戰略物質,除全力無所用其極要奪取戰略資源,導致主要產油地區地緣政治均非常不穩定,以及美國仍為全球最大石油消費國,其戰備儲油量高低消息面等,往往均引發油價飆漲,加上避險與投機基金炒作介入等因素。
- (三)全球正飽受氣溫異常熱浪侵襲,電力耗用量飆高,引發全球原油需求量也持續飆高, 又屋漏偏逢連夜雨,美國國內石油供應吃緊,導致原油價格出現急速飆漲,近期原油





及煤炭價格持續攀升,6月底原油每桶衝破 US\$70, 漲勢短期未歇,今年下半年面臨每桶 US\$70以上高油價應無法避免。

(四)《圖 6》為台灣、新加坡與鹿特丹等地區船用燃油(IFO180)價格變動趨勢。國際船用燃油價格的訂價以釘住國際主要原油市場價格波動而調整。今年船用燃油自3月下旬起一路走高,迄7月上旬突破去年5月初締造歷史高檔。近日頻頻受到美國庫存偏低及石油供應吃緊衝擊,致油價格再度大舉飆高,7月初中油高雄 IFO-180 漲至US\$394/MT 超過過去高檔 US\$392/MT,新加坡為US\$376/MT,鹿特丹為US\$362/MT。

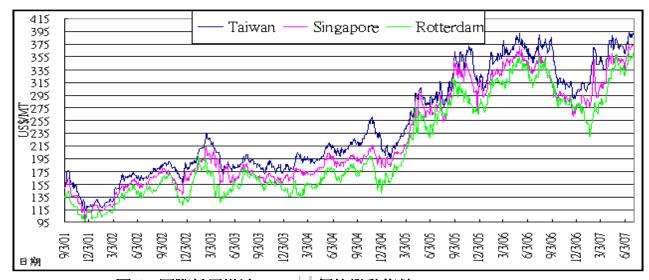


圖 6: 國際船用燃油(IFO-180)價格變動趨勢(Twn-Sin-Rot)

資料來源:Bunkerworld and CPC



2007 年殘骸移除奈洛比國際公約

黄裕凱⁴

[•]輔仁大學財金法律學系 副教授





Preamble

THE STATES PARTIES TO THE PRESENT CONVENTION,

CONSCIOUS of the fact that wrecks, if not removed, may pose a hazard to navigation or the marine environment,

CONVINCED of the need to adopt uniform international rules and procedures to ensure the prompt and effective removal of wrecks and payment of compensation for the costs therein involved.

NOTING that many wrecks may be located in States' territory, including the territorial sea,

RECOGNIZING the benefits to be gained through uniformity in legal regimes governing responsibility and liability for removal of hazardous wrecks,

BEARING IN MIND the importance of the United Nations Convention on the Law of the Sea, done at Montego Bay on 10 December 1982, and of the customary international law of the sea, and the consequent need to implement the present Convention in accordance with such provisions,

HAVE AGREED as follows:

Article 1 Definitions

For the purposes of this Convention:

- 1. "Convention area" means the exclusive economic zone of a State Party, established in accordance with international law or, if a State Party has not established such a zone, an area beyond and adjacent to the territorial sea of that State determined by that State in accordance with international law and extending not more than 200 nautical miles from the baselines from which the breadth of its territorial sea is measured.
- 2. "Ship" means a seagoing vessel of any type whatsoever and includes hydrofoil boats, air-cushion vehicles, submersibles, floating craft and floating platforms, except when such platforms are on location engaged in the exploration, exploitation or production of seabed mineral resources.
- 3. "Maritime casualty" means a collision of ships, stranding or other incident of navigation, or other occurrence on board a ship or external to it, resulting in material damage or imminent threat of material damage to a ship or its cargo.
- 4. "Wreck", following upon a maritime casualty, means:
 - (a) a sunken or stranded ship; or
 - (b) any part of a sunken or stranded ship, including any object that is or has been on board such a ship; or
 - (c) any object that is lost at sea from a ship and that is stranded, sunken or adrift at sea; or
 - (d) a ship that is about, or may reasonably be expected, to sink or to strand, where effective measures to assist the ship or any property in danger are not already being taken.
- 5. "Hazard" means any condition or threat that:
 - (a) poses a danger or impediment to navigation; or
 - (b) may reasonably be expected to result in major harmful consequences to the marine environment, or damage to the coastline or related interests of one or more States.
- 6. "Related interests" means the interests of a coastal State

序言

本公約各會員國,

意識到如殘骸不予以移除,會造 成航行或海洋環境危險之事實,

注意到為確使殘骸之立即有效移 除及所涉成本之賠償支付,有採行國 際統一規則及程序之需求,

注意到諸多殘骸可能位於各國領 域內,包括領海,

瞭解到經由統一規範移除危險殘 骸責任義務之法律制度可獲得之優 點,

認知到 1882 年 12 月 10 日於蒙德 哥灣所制訂之聯合國海洋法公約及海 洋國際習慣法之重要性,以及依照這 些規定以實施現有公約之後續需求,

茲同意如下:

第1條 定義

於本公約:

- 1. 「公約區域」係指一會員國依國際 法所劃設之專屬經濟區,或如會員 國尚未劃設該區域者,為一領海 外,連接領海,由該國依據國際法 所決定,從領海基線量起,寬度不 超過 200 浬之區域。
- 2. 「船舶」指任何型式之海船,包括 水翼船、氣墊船、潛水船、浮艇及 浮動平台,然該平台處於固定狀態 並用於從事海底礦物資源開採、 勘探或生產者除外。
- 3. 「海難事故」係指船舶之碰撞、擱 淺或其他航行事故、或船上或外來 可能造成船貨實質損害或實質損 害之立即威脅之其他事件。
- 4. 「殘骸」指海難事故後之下列情 況:
 - (a) 沈沒或擱淺之船舶;或
 - (b) 沈沒或擱淺船舶之任何部位, 包括在該船上或曾經在該船上 之任何物件;或
 - (c) 從擱淺、沈沒或海上漂浮之船 舶上落海之任何物件;
 - (d) 近乎或可合理期待即將沈沒或 擱淺之船舶,且已不再針對該 危難中船舶或其任何財產進行 任何有效果之撈救措施。
- 「危險」指包括下列任一情況或威脅:
 - (a) 對航行之危害或阻礙;或
 - (b) 可合理預期會造成海洋環境之 重大實質損害,或造成對一或 更多會員國之海岸或相關利益 之損害。





directly affected or threatened by a wreck, such as:

- (a) maritime coastal, port and estuarine activities, including fisheries activities, constituting an essential means of livelihood of the persons concerned;
- (b) tourist attractions and other economic interests of the area concerned;
- (c) the health of the coastal population and the wellbeing of the area concerned, including conservation of marine living resources and of wildlife; and
- (d) offshore and underwater infrastructure.
- 7. "Removal" means any form of prevention, mitigation or elimination of the hazard created by a wreck. "Remove", "removed" and "removing" shall be construed accordingly.
- 8. "Registered owner" means the person or persons registered as the owner of the ship or, in the absence of registration, the person or persons owning the ship at the time of the maritime casualty. However, in the case of a ship owned by a State and operated by a company which in that State is registered as the operator of the ship, "registered owner" shall mean such company.
- 9. "Operator of the ship" means the owner of the ship or any other organization or person such as the manager, or the bareboat charterer, who has assumed the responsibility for operation of the ship from the owner of the ship and who, on assuming such responsibility, has agreed to take over all duties and responsibilities established under the International Safety Management Code, as amended.
- "Affected State" means the State in whose Convention area the wreck is located.
- 11. "State of the ship's registry" means, in relation to a registered ship, the State of registration of the ship and, in relation to an unregistered ship, the State whose flag the ship is entitled to fly.
- 12. "Organization" means the International Maritime Organization.
- "Secretary-General" means the Secretary-General of the Organization.

Article 2 Objectives and general principles

- 1. A State Party may take measures in accordance with this Convention in relation to the removal of a wreck which poses a hazard in the Convention area.
- Measures taken by the Affected State in accordance with paragraph 1 shall be proportionate to the hazard.
- 3. Such measures shall not go beyond what is reasonably necessary to remove a wreck which poses a hazard and shall cease as soon as the wreck has been removed; they shall not unnecessarily interfere with the rights and interests of other States including the State of the ship's registry, and of any person, physical or corporate, concerned.
- 4. The application of this Convention within the Convention area shall not entitle a State Party to claim or exercise sovereignty or sovereign rights over any part of the high seas.
- 5. States Parties shall endeavour to co-operate when the effects of a maritime casualty resulting in a wreck involve a State other than the Affected State.

Article 3 Scope of application

- 「相關利益」指受殘骸直接影響或 威脅之任何沿海會員國之利益,例 如:
 - (a) 對相關人們之生計具有重要意 義之海岸、港口或入海口海洋 活動,包括漁業活動;
 - (b) 相關區域之旅遊吸引力及其他 經濟利益;
 - (c) 海岸人民之健康或相關地區之 康樂,包括有生海洋資源或生 物之保護;
 - (d) 近岸或水下設施。
- 「移除」指對殘骸所生危險之任何 形式之防止、減輕或排除。「移 除」、「已移除」及「正移除」應為 同樣之解釋。
- 8. 「船舶登記所有人」指於海難事故 當時登記為船舶所有人之人或數 人,或於未登記之情況下,為擁有 船舶之人或數人。如船舶為某國家 所有且為於該國登記為船舶登運 人之某公司所營運者,則船舶登記 所有人為該公司。
- 9. 「船舶營運人」係指船舶所有人或 從船舶所有人處取得承負船舶所有人處 運之任何其他組織或個人,例就該 船經理人或光船租船人,而就該義 務承擔而言,該人已同意承擔國際 安全管理章程及其修訂所課以之 所有職責及義務。
- 10.「受影響國家」係指殘骸所在公約 區域之國家。
- 11.「船旗國」指船舶已登記者,為船 旗國;船舶未登記者,為有權懸其 國旗之國家。
- 12.「本組織」指國際海事組織。
- 13. 「秘書長」指本組織之秘書長。

第2條 目的及一般原則

- 1. 有關公約區域內造成危險之殘骸之 移除,會員國得依據本公約規定, 採行相關措施。
- 2. 受影響國依第 1 項規定所採行之措 施,應與危險相稱。
- 3. 該措施不應偏離危險殘骸之移除合理所需程度,且於殘骸移除後應立即中止;其不應不必要地介入包括船旗國,及任何相關之人、實體或公司法人之權利及利益。
- 4. 本公約於公約區域內之適用不應使 會員國有權於公海之任何部分,主 張或行使主權或主權上之權利。
- 受到造成殘骸之海難事故影響之受 影響國以外之國家,各會員國應盡 力合作。

第3條 公約適用範圍





- 1. Except as otherwise provided in this Convention, this Convention shall apply to wrecks in the Convention area.
- 2. A State Party may extend the application of this Convention to wrecks located within its territory, including the territorial sea, subject to article 4, paragraph 4. In that case, it shall notify the Secretary-General accordingly, at the time of expressing its consent to be bound by this Convention or at any time thereafter. When a State Party has made a notification to apply this Convention to wrecks located within its territory, including the territorial sea, this is without prejudice to the rights and obligations of that State to take measures in relation to wrecks located in its territory, including the territorial sea, other than locating, marking and removing them in accordance with this Convention. The provisions of articles 10, 11 and 12 of this Convention shall not apply to any measures so taken other than those referred to in articles 7, 8 and 9 of this Convention.
- 3. When a State Party has made a notification under paragraph 2, the "Convention area" of the Affected State shall include the territory, including the territorial sea, of that State Party.
- 4. A notification made under paragraph 2 above shall take effect for that State Party, if made before entry into force of this Convention for that State Party, upon entry into force. If notification is made after entry into force of this Convention for that State Party, it shall take effect six months after its receipt by the Secretary-General.
- 5. A State Party that has made a notification under paragraph 2 may withdraw it at any time by means of a notification of withdrawal to the Secretary-General. Such notification of withdrawal shall take effect six months after its receipt by the Secretary-General, unless the notification specifies a later date.

Article 4 Exclusions

- This Convention shall not apply to measures taken under the International Convention relating to Intervention on the High Seas in Cases of Oil Pollution Casualties, 1969, as amended, or the Protocol relating to Intervention on the High Seas in Cases of Pollution by Substances other than Oil, 1973, as amended.
- 2. This Convention shall not apply to any warship or other ship owned or operated by a State and used, for the time being, only on Government non-commercial service, unless that State decides otherwise.
- Where a State Party decides to apply this Convention to its warships or other ships as described in paragraph 2, it shall notify the Secretary-General, thereof, specifying the terms and conditions of such application.
 - (a) When a State Party has made a notification under article 3, paragraph 2, the following provisions of this Convention shall not apply in its territory, including the territorial sea:
 - (i) Article 2, paragraph 4;
 - (ii) Article 9, paragraphs 1, 5, 7, 8, 9 and 10; and
 - (iii) Article 15.
 - (b) Article 9, paragraph 4, insofar as it applies to the territory, including the territorial sea of a State Party, shall read:

- 1. 除本公約另有規定外,本公約應適 用於位於公約區域內之殘骸。
- 3. 會員國依第2項規定為通報時,受影響國之「公約區域」即應包括該會員之領域,包括其領海。
- 4. 會員國依前述第2項所為通報對該 會員國之生效日期,如先於本公約 之生效日期者,則於公約生效日才 生效。如通報係於本公約對該會員 國生效後才為之者,則於秘書長收 到該通報六個月後生效。
- 5. 依第2項為通報之會員國得於任何時間,以向秘書長提送撤銷通知之方式,予以撤銷。該撤銷通知於秘書長收到撤銷通知六個月後或在該通知上所載明較晚日期屆滿後生效。

第4條 除外事項

- 1. 本公約不適用於1969年關於油污損 害事故於公海行使干預國際公約及 其修訂,或1973年關於油以外物質 污損事故於公海行使干預公約議定 書及其修訂所採行之措施。
- 本公約不適用於任何軍艦或政府所 有或營運之其它非商業使用之船 舶。
- 3. 會員國決定將本公約適用於第2項 所述軍艦或其它船舶者,該會員國 應通知秘書長並特別指明所適用之 條件及情況。
 - (a) 任一會員國一旦依第3條第2 項為通報,本公約下列條款規 定即不適用於其領域,包括其 領海:
 - (i) 第2條第4項;
 - (ii) 第9條第1、5、7、8、9 及10項;
 - (iii) 第15條。
 - (b) 第9條第4項規定,就其適用於 任一會員國之領域,包括其領 海,應重讀為:





Subject to the national law of the Affected State, the registered owner may contract with any salvor or other person to remove the wreck determined to constitute a hazard on behalf of the owner. Before such removal commences, the Affected State may lay down conditions for such removal only to the extent necessary to ensure that the removal proceeds in a manner that is consistent with considerations of safety and protection of the marine environment.

Article 5 Reporting wrecks

- A State Party shall require the master and the operator of a ship flying its flag to report to the Affected State without delay when that ship has been involved in a maritime casualty resulting in a wreck. To the extent that the reporting obligation under this article has been fulfilled either by the master or the operator of the ship, the other shall not be obliged to report.
- 2. Such reports shall provide the name and the principal place of business of the registered owner and all the relevant information necessary for the Affected State to determine whether the wreck poses a hazard in accordance with article 6, including:
 - (a) the precise location of the wreck;
 - (b) the type, size and construction of the wreck;
 - (c) the nature of the damage to, and the condition of, the wreck;
 - (d) the nature and quantity of the cargo, in particular any hazardous and noxious substances; and
 - (e) the amount and types of oil, including bunker oil and lubricating oil, on board.

第5條 殘骸之通報

- 1. 會員國應要求懸該國旗幟之船舶 之船島是及船舶營運人應毫之海 地將船舶可能成為殘骸之海難 故向受影響國家為通報。船長或 船營運人任一方履行本條通報 務者,其他方即無義務再為通報。
- 該通報應包括船舶登記所有人之 名稱及主事務所所在地及受影響 國家依公約第6條為認定殘骸是否 構成危險所需之所有相關資訊,包 括:
 - (a) 殘骸所在精確位置;
 - (b) 殘骸大小、形式及結構;
 - (c) 殘骸損害本質及狀況;
 - (d) 貨物性質及數量,特別是有 毒有害物質;及
 - (e) 油料數量及類型,包括船上 燃油及潤滑油。

Article 6 Determination of hazard

When determining whether a wreck poses a hazard, the following criteria should be taken into account by the Affected State:

- (a) the type, size and construction of the wreck;
- (b) depth of the water in the area;
- (c) tidal range and currents in the area;
- (d) particularly sensitive sea areas identified and, as appropriate, designated in accordance with guidelines adopted by the Organization, or a clearly defined area of the exclusive economic zone where special mandatory measures have been adopted pursuant to article 211, paragraph 6, of the United Nations Convention on the Law of the Sea, 1982;
- (e) proximity of shipping routes or established traffic lanes;
- (f) traffic density and frequency;
- (g) type of traffic;
- (h) nature and quantity of the wreck's cargo, the amount and types of oil (such as bunker oil and lubricating oil) on board the wreck and, in particular, the damage likely to result should the cargo or oil be released into the marine environment;
- (i) vulnerability of port facilities;
- (j) prevailing meteorological and hydrographical conditions;
- (k) submarine topography of the area;
- (1) height of the wreck above or below the surface of the water at lowest astronomical tide;
- (m) acoustic and magnetic profiles of the wreck;
 - n) proximity of offshore installations, pipelines,

第6條 危險之認定

於認定殘骸是否存在危險時,受影響國 應考量下列因素:

- (a) 殘骸之大小、船型及構造;
- (b) 該地區之水深;
- (c) 該地區之潮汐及海流;
- (d) 依本組織所採取的指導方針所認定之特別易受傷害之敏感海域,或依 1982 年聯合國海洋法公約第211 條第6項採行特別強制性措施之專屬經濟區內之某清楚界定之區域;
- (e) 與船運航線或既定航道之近靠程 度;
- (f) 交通密度及頻繁程度;
- (g) 交通類型;
- (h) 殘骸上貨物之性質及數量,其上油料(例如燃油及潤滑油)之數量及類型,特別是這些貨物或油料外洩時是否會對海洋環境造成損害;
- (i) 對港口設施之可能影響;
- (j) 主要的氣象及水文狀況;
- (k) 當地水下地形;
- (l) 殘骸與水面間在最低天文潮汐下 之水深;
- (m) 殘骸之聲波及磁波資料;
- (n) 近岸設施、輸送管線、通訊纜線及





telecommunications cables and similar structures; and

(o) any other circumstances that might necessitate the removal of (o) 必須將殘骸移除之任何其它情況。 the wreck.

類似結構的鄰近性; 及

Article 7 Locating wrecks

- Upon becoming aware of a wreck, the Affected State shall use all practicable means, including the good offices of States and organizations, to warn mariners and the States concerned of the nature and location of the wreck as a matter of urgency.
- If the Affected State has reason to believe that a wreck poses a hazard, it shall ensure that all practicable steps are taken to establish the precise location of the wreck.

第7條 殘骸定位

- 1. 一得知有殘骸情事,受影響國應運 用包括各會員國相關機關與本組 織間所有可實行之方式,將危險本 質及殘骸所在位置,以緊急事件方 式,向海員及相關沿岸國提出警 告。
- 如受影響國有合理的理由相信殘 骸構成危險時,其應採取所有可行 措施以確定該殘骸之確實所在位 置。

Article 8 Marking of wrecks

- If the Affected State determines that a wreck constitutes a hazard, that State shall ensure that all reasonable steps are taken to mark the wreck.
- In marking the wreck, all practicable steps shall be taken to ensure that the markings conform to the internationally accepted system of buoyage in use in the area where the wreck is located.
- The Affected State shall promulgate the particulars of the marking of the wreck by use of all appropriate means, including the appropriate nautical publications.

第8條 殘骸標示

- 1. 受影響國一旦認定某殘骸構成危 險,該國即應採行將該殘骸予以標 示之所有合理措施。
- 為殘骸標示時,應採取所有可行措 施以確保該標示符合殘骸所在地 區任何國際上可接受之浮標使用 規範。
- 受影響國應將標示殘骸所使用之 所有方式及內容予以公布,包括於 適當之航海出版品上。

Article 9 Measures to facilitate the removal of 第9條 便利殘骸移除之措施 wrecks

- 1. If the Affected State determines that a wreck constitutes a hazard, that State shall immediately:
 - inform the State of the ship's registry and the registered owner; and
 - proceed to consult the State of the ship's registry and other States affected by the wreck regarding measures to be taken in relation to the wreck.
- The registered owner shall remove a wreck determined to constitute a hazard.
- When a wreck has been determined to constitute a hazard, the registered owner, or other interested party, shall provide the competent authority of the Affected State with evidence of insurance or other financial security as required by article 12.
- The registered owner may contract with any salvor or other person to remove the wreck determined to constitute a hazard on behalf of the owner. Before such removal commences, the Affected State may lay down conditions for such removal only to the extent necessary to ensure that the removal proceeds in a manner that is consistent with considerations of safety and protection of the marine environment.
- When the removal referred to in paragraphs 2 and 4 has commenced, the Affected State may intervene in the removal only to the extent necessary to ensure that the removal proceeds effectively in a manner that is consistent with considerations of safety and protection of the marine environment.
- The Affected State shall:

- 受影響國一旦認定某殘骸構成危 險,應立即為下列作為:
 - (a) 通知船旗國及船舶登記所有 人;及
 - (b) 就該殘骸所欲採行之措施,與 船旗國及受殘骸影響之其他 國進行諮商
- 被認定構成危險之殘骸應由船舶登 記所有人移除之。
- 殘骸一被認定構成危險時,船舶登 記所有人或其它利害關係人即應向 受影響國適當主管當局提出第 12 條所規定之保險或其他財務擔保證
- 船舶登記所有人得約僱任何救助人 或其它人代替其進行構成危險之殘 骸之移除作業。於開始為是項作業 前,受影響國得對該移除作業設定 條件,然僅限於為確保移除作業過 程及方式能維護安全及海洋環境保 護所需之程度。
- 第2及4項移除作業一旦開始,受 影響國僅在確保移除作業儘量符合 安全及海洋環境保護考量之必要程 度及方式下,始得干預該作業





- (a) set a reasonable deadline within which the registered owner must remove the wreck, taking into account the nature of the hazard determined in accordance with article 6:
- (b) inform the registered owner in writing of the deadline it has set and specify that, if the registered owner does not remove the wreck within that deadline, it may remove the wreck at the registered owner's expense; and
- (c) inform the registered owner in writing that it intends to intervene immediately in circumstances where the hazard becomes particularly severe.
- 7. If the registered owner does not remove the wreck within the deadline set in accordance with paragraph 6(a), or the registered owner cannot be contacted, the Affected State may remove the wreck by the most practical and expeditious means available, consistent with considerations of safety and protection of the marine environment.
- 8. In circumstances where immediate action is required and the Affected State has informed the State of the ship's registry and the registered owner accordingly, it may remove the wreck by the most practical and expeditious means available, consistent with considerations of safety and protection of the marine environment.
- 9. States Parties shall take appropriate measures under their national law to ensure that their registered owners comply with paragraphs 2 and 3.
- 10. States Parties give their consent to the Affected State to act under paragraphs 4 to 8, where required.
- 11. The information referred to in this article shall be provided by the Affected State to the registered owner identified in the reports referred to in article 5, paragraph 2.

Article 10 Liability of the owner

- Subject to article 11, the registered owner shall be liable for the costs of locating, marking and removing the wreck under articles 7, 8 and 9, respectively, unless the registered owner proves that the maritime casualty that caused the wreck:
 - (a) resulted from an act of war, hostilities, civil war, insurrection, or a natural phenomenon of an exceptional, inevitable and irresistible character;
 - (b) was wholly caused by an act or omission done with intent to cause damage by a third party; or
 - (c) was wholly caused by the negligence or other wrongful act of any Government or other authority responsible for the maintenance of lights or other navigational aids in the exercise of that function.
- Nothing in this Convention shall affect the right of the registered owner to limit liability under any applicable national or international regime, such as the Convention on Limitation of Liability for Maritime Claims, 1976, as amended.
- 3. No claim for the costs referred to in paragraph 1 may be made against the registered owner otherwise than in accordance with the provisions of this Convention. This is without prejudice to the rights and obligations of a State Party that has made a notification under article 3, paragraph 2, in relation to wrecks located in its territory, including the territorial sea, other than locating, marking and removing in accordance with this Convention.

6. 受影響國應:

- (a) 考量公約第6條所認定之風險, 設定一船舶登記所有人必須進 行殘骸移除作業之合理期限;
- (b) 書面通知船舶登記所有人所設定之期限,並特別載明船舶登記所有人所設所有人如未於該期限內進行殘骸移除,該國得以船舶登記所有人費用進行移除作業;及
- (c) 如危險轉劇時,將其欲立即干預 之意圖書面通知船舶登記所有 人。
- 7. 如船舶登記所有人未於第6項a款 所設定之期限內移除殘骸,或受影 響國無法聯繫船舶登記所有人時, 該國在符合安全及海洋環境保護之 考量下,得以最實用及最經濟之方 式,進行殘骸之移除作業。
- 8. 如受影響國認為必須採行立即措施,且已將前述情事通知船旗國及船舶登記所有人時,該國在符合安全及海洋環境保護之考量下,得以最實用及最經濟之方式,進行殘骸之移除作業。
- 會員國應於其國內法採取所有適當 措施,以確保該國登記所有人能遵 守第2及3項之規定。
- 10. 一經要求,各會員國應同意受影響 國依第4至8項之行為。
- 11.本條所述受影響國給予船舶登記所有人之通報同於第5條第2項所述之通報。

第10條 船舶所有人之责任

- 1. 於適用第 11 條之情況下,船舶登 記所有人應負責第 7、8 及 9 條殘 骸定位、標示及移除之費用,然船 舶登記所有人能證明事故為下列 因素所致者除外:
 - (a) 戰爭、敵對行為、內戰、暴動 或具異常、不可避免及不可抗 力自然本質所致;
 - (b) 完全由某第三人意圖造成損 害之作為或不作為所致;或
 - (c) 完全為某政府或負責燈號或 其它助航設施之主管當局於 執行職務時之過失或其它不 法行為所致。
- 本公約在任何方面均不應影響船舶登記所有人依任何可適用之國內法或國際體制,例如 1976 年海事求償責任限制公約及其修正,可得主張之責任限制。
- 3. 除依本公約規定外,不得向船舶登 記所有人請求第 1 項所規定成 本。此不應損及任一會員國就有關 位於其領域包括領海內之殘骸,除 本公約之定位、標示及移除外,依 第 3 條第 2 項所為通報之權利及義 務。





4. Nothing in this article shall prejudice any right of recourse against third parties.

4. 本條款在任何方面均不應損及得 向第三人追償之任何權利。

Article 11 Exceptions to liability

- 1. The registered owner shall not be liable under this Convention for the costs mentioned in article 10, paragraph 1 if, and to the extent that, liability for such costs would be in conflict with:
 - (a) the International Convention on Civil Liability for Oil Pollution Damage, 1969, as amended;
 - (b) the International Convention on Liability and Compensation for Damage in Connection with the Carriage of Hazardous and Noxious Substances by Sea, 1996, as amended;
 - (c) the Convention on Third Party Liability in the Field of Nuclear Energy, 1960, as amended, or the Vienna Convention on Civil Liability for Nuclear Damage, 1963, as amended; or national law governing or prohibiting limitation of liability for nuclear damage; or
 - (d) the International Convention on Civil Liability for Bunker Oil Pollution Damage, 2001, as amended;

provided that the relevant convention is applicable and in force.

2. To the extent that measures under this Convention are considered to be salvage under applicable national law or an international convention, such law or convention shall apply to questions of the remuneration or compensation payable to salvors to the exclusion of the rules of this Convention.

Article 12 Compulsory insurance or other financial security

- 1. The registered owner of a ship of 300 gross tonnage and above and flying the flag of a State Party shall be required to maintain insurance or other financial security, such as a guarantee of a bank or similar institution, to cover liability under this Convention in an amount equal to the limits of liability under the applicable national or international limitation regime, but in all cases not exceeding an amount calculated in accordance with article 6(1)(b) of the Convention on Limitation of Liability for Maritime Claims, 1976, as amended.
- 2. A certificate attesting that insurance or other financial security is in force in accordance with the provisions of this Convention shall be issued to each ship of 300 gross tonnage and above by the appropriate authority of the State of the ship's registry after determining that the requirements of paragraph 1 have been complied with. With respect to a ship registered in a State Party, such certificate shall be issued or certified by the appropriate authority of the State of the ship's registry; with respect to a ship not registered in a State Party it may be issued or certified by the appropriate authority of any State Party. This compulsory insurance certificate shall be in the form of the model set out in the annex to this Convention, and shall contain the following particulars:
 - (a) name of the ship, distinctive number or letters and port of registry;
 - (b) gross tonnage of the ship;
 - (c) name and principal place of business of the registered owner;

第11條 責任之除外

- 1. 本公約第10條第1項所載之殘骸 移除費用,如有與下列規定相衝突 之處,就衝突之部分,船舶登記所 有人無須再依本公約負責:
 - (a) 1969 年油污染損害民事責任 國際公約及其修訂;
 - (b) 1996 年海上運送危險及有毒物質損害賠償責任國際公約及其修訂;
 - (c) 1960 年核能第三人責任公約 及其修訂,或 1963 年核能損 害民事責任維也納公約及其 修訂;或依各國規定或禁止核 子損害責任限制之國內法所 定義之核子損害;或
 - (d) 2001 年燃油污染損害民事責 任國際公約及其修正。

然以該相關公約可茲適用並業已 生效為限。

 本公約所採取之措施為其它可適用 的國內法或國際公約所認定之救助 作業時,有關救助人之報酬或補償 問題,本公約規定應予除外,不予 適用,而應適用該法律或公約。

第12條 強制保險或其他財務擔保

- 1. 船舶於任一會員國內註冊登記且超過 300 總噸之船舶登記所有人,應被要求維持至少同等於 1976 年海事求償責任限制公約第6條第1項 b 款及其修訂計算所得數額之保險或其他財務擔保,例如銀行或類似財務機構之擔保,以擔保登記船的所有人因本公約規定所生之責任。
- 2. 會員國有關機關於確定第1項要求 會員國有關機關於確定第1項要求 第已符合者,應簽發給任一超過300 總噸之船舶已依本公約規定為有效 保險或。於會員國登記的船舶 般於一員國登記之船舶 明;不會員國之有關機關簽發,則該 明;不會員國之有關機關簽發附 由任一會員證。該證書應採用項 一所列範本格式並記載下列事項:
 - (a) 船名、船舶編號或呼號及船籍 港;
 - (b) 船舶總噸位;
 - (c) 船舶登記所有人之名稱及其主 營業所所在地;





- (d) IMO ship identification number;
- (e) type and duration of security;
- (f) name and principal place of business of insurer or other person giving security and, where appropriate, place of business where the insurance or security is established; and
- (g) period of validity of the certificate, which shall not be longer than the period of validity of the insurance or other security.
- 3.
- (a) A State Party may authorize either an institution or an organization recognized by it to issue the certificate referred to in paragraph 2. Such institution or organization shall inform that State of the issue of each certificate. In all cases, the State Party shall fully guarantee the completeness and accuracy of the certificate so issued and shall undertake to ensure the necessary arrangements to satisfy this obligation.
- (b) A State Party shall notify the Secretary-General of:
 - the specific responsibilities and conditions of the authority delegated to an institution or organization recognized by it;
 - (ii) the withdrawal of such authority; and
 - (iii) the date from which such authority or withdrawal of such authority takes effect.

An authority delegated shall not take effect prior to three months from the date on which notification to that effect was given to the Secretary-General.

- (c) The institution or organization authorized to issue certificates in accordance with this paragraph shall, as a minimum, be authorized to withdraw these certificates if the conditions under which they have been issued are not maintained. In all cases the institution or organization shall report such withdrawal to the State on whose behalf the certificate was issued.
- 4. The certificate shall be in the official language or languages of the issuing State. If the language used is not English, French or Spanish, the text shall include a translation into one of these languages and, where the State so decides, the official language(s) of the State may be omitted.
- 5. The certificate shall be carried on board the ship and a copy shall be deposited with the authorities who keep the record of the ship's registry or, if the ship is not registered in a State Party, with the authorities issuing or certifying the certificate.
- 6. An insurance or other financial security shall not satisfy the requirements of this article if it can cease for reasons other than the expiry of the period of validity of the insurance or security specified in the certificate under paragraph 2 before three months have elapsed from the date on which notice of its termination is given to the authorities referred to in paragraph 5 unless the certificate has been surrendered to these authorities or a new certificate has been issued within the said period. The foregoing provisions shall similarly apply to any modification, which results in the insurance or security no longer satisfying the requirements of this article.
- 7. The State of the ship's registry shall, subject to the provisions of this article and having regard to any guidelines adopted by the Organization on the financial responsibility of the registered owners, determine the conditions of issue and validity of the certificate.
- 8. Nothing in this Convention shall be construed as preventing a State Party from relying on information obtained from other States or the Organization or other international organizations

- (d) 國際海事組織船舶識別號碼;
- (e) 擔保類型及期間;
- (f) 保險人或其他提供擔保人之名 稱及其主事務所所在地,及於適 當時,記載訂立保險或提供擔保 之事務所所在地。
- (g) 證書之有效期間,該期間不得超 過保險或其他擔保之效期。

3.

- (a) 會員國得授權任一機構或該機構所承認之組織,簽發第2項所規定之證明。任一證書簽發時,該機構或組織應通知該國。於所有情況下,會員國應完全擔保所簽發證書的合格性及正確性,並應採行滿足本義務之必要安排。
- (b) 會員國應通知秘書長下列事項
 - (i) 授予該機構或該機構所承 認組織之義務或條件;
 - (ii) 授權之撤銷,及
 - (iii) 授權及撤銷授權生效之日 期。

任何授權不應於通知秘書長之 日起三個月內生效。

- (c) 依本項規定獲授權簽發證書機 構或組織,至少應被授權去撤銷 那些未能維持其簽發條件之證 書。於任何情況下,機構或組織 應將撤銷情事報告其所代理簽 發之國家。
- 4. 證書應以簽發國官方之一種或多種 文字為之。如非以英文、法文或西 文為之者,證書正文應包含有英 文、法文或西文之譯文,此時該國 官方語文可省略。
- 5. 證書應備置於船上,並應將副本存放於船旗國之主管機關,或如非在會員國登記者,則交存簽發或發證國之主管機關。
- 7. 船旗國應依本條規定及本組織有關 船舶登記所有人財務責任所採納之 任何指南,決定證書之簽發條件及 其有效期間。
- 8. 本公約任何規定均不應解為有妨礙 任一會員國得主張從其他會員國或 國際海事組織或其他國際組織有關





- relating to the financial standing of providers of insurance or financial security for the purposes of this Convention. In such cases, the State Party relying on such information is not relieved of its responsibility as a State issuing the certificate required by paragraph 2.
- 9. Certificates issued and certified under the authority of a State Party shall be accepted by other States Parties for the purposes of this Convention and shall be regarded by other States Parties as having the same force as certificates issued or certified by them, even if issued or certified in respect of a ship not registered in a State Party. A State Party may at any time request consultation with the issuing or certifying State should it believe that the insurer or guarantor named in the certificate is not financially capable of meeting the obligations imposed by this Convention.
- 10. Any claim for costs arising under this Convention may be brought directly against the insurer or other person providing financial security for the registered owner's liability. In such a case the defendant may invoke the defences (other than the bankruptcy or winding up of the registered owner) that the registered owner would have been entitled to invoke, including limitation of liability under any applicable national or international regime. Furthermore, even if the registered owner is not entitled to limit liability, the defendant may limit liability to an amount equal to the amount of the insurance or other financial security required to be maintained in accordance with paragraph 1. Moreover, the defendant may invoke the defence that the maritime casualty was caused by the wilful misconduct of the registered owner, but the defendant shall not invoke any other defence which the defendant might have been entitled to invoke in proceedings brought by the registered owner against the defendant. The defendant shall in any event have the right to require the registered owner to be joined in the proceedings.
- 11. A State Party shall not permit any ship entitled to fly its flag to which this article applies to operate at any time unless a certificate has been issued under paragraphs 2 or 14.
- 12. Subject to the provisions of this article, each State Party shall ensure, under its national law, that insurance or other security to the extent required by paragraph 1 is in force in respect of any ship of 300 gross tonnage and above, wherever registered, entering or leaving a port in its territory, or arriving at or leaving from an offshore facility in its territorial sea.
- 13. Notwithstanding the provisions of paragraph 5, a State Party may notify the Secretary-General that, for the purposes of paragraph 12, ships are not required to carry on board or to produce the certificate required by paragraph 2, when entering or leaving a port in its territory, or arriving at or leaving from an offshore facility in its territorial sea, provided that the State Party which issues the certificate required by paragraph 2 has notified the Secretary-General that it maintains records in an electronic format, accessible to all States Parties, attesting the existence of the certificate and enabling States Parties to discharge their obligations under paragraph 12.
- 14. If insurance or other financial security is not maintained in respect of a ship owned by a State Party, the provisions of this article relating thereto shall not be applicable to such ship, but the ship shall carry a certificate issued by the appropriate authority of the State of registry, stating that it is owned by that State and that the ship's liability is covered within the limits prescribed in paragraph 1. Such a certificate shall

- 本公約保險或財務擔保提供人財務 標準所獲取之資料。於此情況下, 主張該資料之會員國不應解除其身 為第2項所需證書簽發國之責任。
- 9. 經任一會員國授權簽發或證明之證書,基於本公約之目的,其他會員國授權簽發或證明之員國應予其他會該政府所簽發或簽證之證書具有同等政力。任一會員國如認為證書上之保險人或擔保人在財務上無法履行本公約所規定之義務時,得於任何期間請求與發證國進行諮商。
- 10. 本公約所生任何賠償之求償得直接 向保險人或對船舶登記所有人提供 財務擔保之任何人請求之。於此情 況下,被告可主張船舶登記所有人 可得主張之抗辯(船舶登記所有人 破產或結束業務除外),包括依任何 可茲適用之國內或國際體制可主張 之限制責任。且既使船舶登記所有 人無法主張責任限制,被告仍得以 同等於依第 1 項規定所需保險或財 務擔保數額之數額限制其責任。此 外,被告亦得以海難事故之造成係 由船舶登記所有人故意行為之所致 為抗辯,但對於船舶登記所有人對 其提起的訴訟程序中,被告可得提 出之其他抗辯,被告在此不得主張 之。被告於訴訟程序進行中有權要 求船舶登記所有人參加訴訟。
- 11. 除已依第 2 項或第 14 項簽發證書 外,適用本條規定之任一會員國不 應允許懸其國旗之船舶於任何時間 內為營運。
- 12.依本條各項規定,任一會員國應依 其國內法,對進出其領域各港口或 到離其領海內各離岸終端站之任何 超過 300 總噸之船舶,確保其已依 本條第 1 項所述之範圍具有有效之 保險或其他擔保。
- 14. 如一會員國之國有船舶並未保險或 具有其他財務擔保者,本條有關規 定對該船舶不適用之。但該船舶仍 應備有船旗國適當主管機關簽發資 證書,該證書應載明該船舶係該會 員國之國有船舶並包括有關第1項 所規定之限制責任。該證書應儘





follow as closely as possible the model prescribed by paragraph $2. \,$

與本條第2項所述格式相符。

Article 13 Time limits

Rights to recover costs under this Convention shall be extinguished unless an action is brought hereunder within three years from the date when the hazard has been determined in accordance with this Convention. However, in no case shall an action be brought after six years from the date of the maritime casualty that resulted in the wreck. Where the maritime casualty consists of a series of occurrences, the six-year period shall run from the date of the first occurrence.

Article 14 Amendment provisions

- 1. At the request of not less than one-third of States Parties, a conference shall be convened by the Organization for the purpose of revising or amending this Convention.
- Any consent to be bound by this Convention, expressed after the date of entry into force of an amendment to this Convention, shall be deemed to apply to this Convention, as amended.

Article 15 Settlement of disputes

- Where a dispute arises between two or more States Parties regarding the interpretation or application of this Convention, they shall seek to resolve their dispute, in the first instance, through negotiation, enquiry, mediation, conciliation, arbitration, judicial settlement, resort to regional agencies or arrangements or other peaceful means of their choice.
- 2. If no settlement is possible within a reasonable period of time not exceeding twelve months after one State Party has notified another that a dispute exists between them, the provisions relating to the settlement of disputes set out in Part XV of the United Nations Convention on the Law of the Sea, 1982, shall apply *mutatis mutandis*, whether or not the States party to the dispute are also States Parties to the United Nations Convention on the Law of the Sea, 1982.
- 3. Any procedure chosen by a State Party to this Convention and to the United Nations Convention on the Law of the Sea, 1982, pursuant to Article 287 of the latter, shall apply to the settlement of disputes under this article, unless that State Party, when ratifying, accepting, approving or acceding to this Convention, or at any time thereafter, chooses another procedure pursuant to Article 287 for the purpose of the settlement of disputes arising out of this Convention.
- 4. A State Party to this Convention which is not a Party to the United Nations Convention on the Law of the Sea, 1982, when ratifying, accepting, approving or acceding to this Convention or at any time thereafter shall be free to choose, by means of a written declaration, one or more of the means set out in Article 287, paragraph 1, of the United Nations Convention on the Law of the Sea, 1982, for the purpose of settlement of disputes under this Article. Article 287 shall apply to such a declaration, as well as to any dispute to which such State is party, which is not covered by a declaration in force. For the purpose of conciliation and arbitration, in accordance with Annexes V and VII of the United Nations Convention on the Law of the Sea, 1982, such State shall be entitled to nominate conciliators and

第13條 訴訟時效

依公約得請求成本補償之權利,自該 殘骸依本公約被認定有危險時起3年 內不應自造成殘骸之海難事故日起6年 之後提起訴訟。如事故係由一系列 件所造成,則6年期限應從該連串事 故之最早事故日起算。

第14條 條款修正

- 1. 應不少於三分之一會員國之請求,本組織應召開修訂或修正本公約之會議。
- 本公約任一修正案生效之日後表示同意受本公約拘束,應視為適用業經修正之本公約。

第15條 爭議解決

- 1. 二或二以上會員國間有關本公約解釋或適用所生之爭議,應依其選擇,優先以談判、照會、調解、斡旋、仲裁、司法解決、求助於區域組織或安排或其他和平方式解決之。
- 2. 如於任一會員國通知他造後已超過十二個月合理期間,其間爭議仍無解決之可能者,無論系爭爭議之會員國是否為 1982 年聯合國海洋法公約之會員國,均應準用 1982 年聯合國海洋法公約第十四部分有關爭端解決之相關規定。
- 3. 本公約及 1982 年聯合國海洋法公 約任一會員國依海洋法公約第 287 條規定所採行之任何程序,除該會 員國於簽署、接受、批准或加內本公 公約時或其後之任何時間,為本公 約所生爭議解決之目的,選擇採行 依據第 287 條以外之程序者外,應 依本條款為爭議之解決。
- 為本公約會員國,但非 1982 年聯合國海洋法公公會員國,但非 1982 年聯合國海洋法公公會員國,於其決國人會員國人於其決選之人。
 其一人,於其決國人。
 其一人,於其決國人。
 其一人,於其決國人。
 其一人,於其決國人。
 其一人,於其決國人。
 其一人,於其決國人。
 其一人,以及之之。
 其一人。
 其一人





- arbitrators to be included in the lists referred to in Annex V, Article 2, and Annex VII, Article 2, for the settlement of disputes arising out of this Convention.
- 5. A declaration made under paragraphs 3 and 4 shall be deposited with the Secretary-General, who shall transmit copies thereof to the States Parties.

附件及第七附件,有權任命調解人 及仲裁人,並將其列名於為本公約 所生爭議解決而依第五號附件第 2 條及第七附件第 2 條所述之名單 上。

5. 依第 3 及第 4 項所為聲明應交存給 秘書長,秘書長並應副知各會員國。

Article 16 Relationship to other conventions and international agreements

Nothing in this Convention shall prejudice the rights and obligations of any State under the United Nations Convention on the Law of the Sea, 1982, and under the customary international law of the sea.

第16條 與其他公約及國際協議 之關係

本公約在任何方面均不應損及任何國家依1982年聯合國海洋法公約及海洋國際習慣所表徵之權利及義務。

Article 17 Signature, ratification, acceptance, approval and accession

- 1 This Convention shall be open for signature at the Headquarters of the Organization from 19 November 2007 until 18 November 2008 and shall thereafter remain open for accession.
 - (a) States may express their consent to be bound by this Convention by:
 - (i) signature without reservation as to ratification, acceptance or approval; or
 - (ii) signature subject to ratification, acceptance or approval, followed by ratification, acceptance or approval; or
 - (iii) accession.
 - (b) Ratification, acceptance, approval or accession shall be effected by the deposit of an instrument to that effect with the Secretary-General.

第17條 簽署、批准、接受、核 准或加入

- 1. 本公約自 2007 年 11 月 19 日起至 2008 年 11 月 18 日止於本組織總部 公開供各國簽署,此後並繼續公開 以供加入。
 - (a) 各國得以下列方式明示同意受 本公約之拘束:
 - (i) 簽署並對批准、接受或 核准無任何保留;或
 - (ii) 先簽署然尚待批准、接 受或核准,嗣後再批准、 接受或核准;或
 - (iii) 加入
 - (b) 批准、接受、核准或加入應向 本組織秘書長交存一份正式文 書後始生效力。

Article 18 Entry into force

- This Convention shall enter into force twelve months following the date on which ten States have either signed it without reservation as to ratification, acceptance or approval or have deposited instruments of ratification, acceptance, approval or accession with the Secretary-General.
- 2. For any State which ratifies, accepts, approves or accedes to this Convention after the conditions in paragraph 1 for entry into force have been met, this Convention shall enter into force three months following the date of deposit by such State of the appropriate instrument, but not before this Convention has entered into force in accordance with paragraph 1.

第18條 生效

- 1. 本公約自十個國家之政府已簽署而 不保留地批准、接受、認可、或已 存放批准書、接受書、認可書、加 入書於該組織秘書長之日起十二個 月後生效。
- 於第1項生效條件符合後,嗣後批准、接受、認可、或加入本公約之任一國家,應於其存放適當文件後三個月後生效,然不應早於第1項公約生效日之前。

Article 19 Denunciation

- This Convention may be denounced by a State Party at any time after the expiry of one year following the date on which this Convention comes into force for that State.
- 2. Denunciation shall be effected by the deposit of an instrument to that effect with the Secretary-General.
- 3. A denunciation shall take effect one year, or such longer period as may be specified in the instrument of denunciation, following its receipt by the Secretary-General.

第19條 退出

- 1. 任一會員國於本公約對其生效日起 一年後可隨時退出本公約。
- 2. 退出應向秘書長交存一份退出文書 方為有效。
- 3. 退出本公約,應在秘書長收到退出 文書一年後或在退出文書中所載明 較長的期限屆滿後生效。





Article 20 Depositary

- 1. This Convention shall be deposited with the Secretary General.
- 2. The Secretary-General shall:
 - (a) inform all States which have signed or acceded to this Convention of:
 - each new signature or deposit of an instrument of ratification, acceptance, approval or accession, together with the date thereof;
 - (ii) the date of entry into force of this Convention;
 - (iii) the deposit of any instrument of denunciation of this Convention, together with the date of the deposit and the date on which the denunciation takes effect; and
 - (iv) other declarations and notifications received pursuant to this Convention;
 - (b) transmit certified true copies of this Convention to all States that have signed or acceded to this Convention.
- 3. As soon as this Convention enters into force, a certified true copy of the text shall be transmitted by the Secretary-General to the Secretary-General of the United Nations, for registration and publication in accordance with Article 102 of the Charter of the United Nations.

第 20 條 交存

- 1. 本公約由秘書長保存。
- 2. 秘書長應:
 - (a) 將下列事項通知所有已簽署或 加入本公約之所有國家:
 - (i) 任一新簽署或批准,接 受,核准或加入文書之交 存及其日期;
 - (ii) 本公約之生效日期;
 - (iii) 本公約任何退出文書之 交存以及收到日期及退 出生效日期;及
 - (iv) 依本公約所作出之其他 聲明及通知。
 - (b) 將本公約核證副本分送給簽署 及同意加入本公約之所有國家。
- 3. 本公約一經生效,秘書長應依照聯合國憲章第102條規定,將本公約核證副本送交聯合國秘書長。

Article 21 Languages

This Convention is established in a single original in the Arabic, Chinese, English, French, Russian and Spanish languages, each text being equally authentic.

DONE IN NAIROBI this eighteenth day of May two thousand and seven

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments for that purpose, have signed this Convention.

第21條 文字

本公約以阿拉伯文、中文、英文、法 文、俄文及西班牙文寫成,各文均具 同等效力。

二OO 七年五月十八日訂於奈洛比。

以下簽署者,均業經政府適當授權簽 署本公約。





ANNEX

CERTIFICATE OF INSURANCE OR OTHER FINANCIAL SECURITY IN RESPECT OF LIABILITY FOR THE REMOVAL OF WRECKS

Issued in accordance with the provisions of article 12 of the Nairobi International Convention on the Removal of Wrecks, 2007

Name of	Gross	Distinctive	IMO Ship	Port of	Name and full address of the
Ship	tonnage	number or	Identification	Registry	principal place of business of
_	_	letters	Number		the registered owner
	•	•	•		

This is to certify that there is in force, in respect of the above-named ship, a policy of insurance or other financial security satisfying the requirements of article 12 of the Nairobi International Convention on the Removal of Wrecks, 2007.

Type of Security	
Duration of Security	
Name and address of the insurer(s) and/or guarantor(s)	
Name	
Address	
This certificate is valid until Issued or certified by the Government of)
(Full designation of the	
The following text should be used when a State Party avails itself of art	
The present certificate is issued under the authority of the Government	III. 7
(full designation of the State) by(name)	of institution or organization)
At	Date)
(Signature an	d Title of issuing or certifying official)

Explanatory Notes:

- 1. If desired, the designation of the State may include a reference to the competent public authority of the country where the Certificate is issued.
- 2. If the total amount of security has been furnished by more than one source, the amount of each of them should be indicated.
- 3. If security is furnished in several forms, these should be enumerated.
- 4. The entry "Duration of Security" must stipulate the date on which such security takes effect.
- 5. The entry "Address" of the insurer(s) and/or guarantor(s) must indicate the principal place of business of the insurer(s) and/or guarantor(s). If appropriate, the place of business where the insurance or other security is established shall be indicated.





附件

有關殘骸移除責任之保險或其他財務擔保證書

依據2007年殘骸移除奈洛比國際公約第12條規定所頒發

船名	總噸位	船舶編號 或呼號	國際海事組 織船舶識別 號碼	船籍港	船舶登記所有人之名稱 及其主營業所所在地
兹證明上列	船舶具有符	合2007年發覺	核移除奈洛比區	國際公約第12	條規定所要求之有效保

險單或其他財務擔保。
擔保類別
擔保期限
保險人及/或擔保人之名稱及地址
名稱
地址
本證書有效期至
由政府頒發或簽證
(國家全稱)
或
會員國依第12條第3項授權簽發時,則使用下列用語:
本證書係經
(國家全稱) (授權機構或單位名稱)
頒發地點
(地點) (日期)
(發證或簽證官員簽字及職街)

說明:

- 1. 如有需要,國名可包括發證國家主管機關的名稱。
- 2. 如總擔保額度係由一件以上的來源所提供,應詳載每一擔保來源之金額。
- 3. 如擔保是以多種方式提供者,應將各種方式一一列舉。
- 4. 填寫「擔保期間」時,必須註明擔保生效之日期。
- 5. 保險人及或擔保人的「地址」欄必須註明保險人及或擔保人的主要事務所所在地,於適當時,應註明提供保險或其他擔保的營業地。



