

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

(dated) \_\_\_\_\_

It is hereby agreed between \_\_\_\_\_ as accredited representative (address: \_\_\_\_\_) of the m.v. \_\_\_\_\_ (flag: \_\_\_\_\_ port of registry: \_\_\_\_\_ and \_\_\_\_\_) as accredited representative (address: \_\_\_\_\_) of the m.v. \_\_\_\_\_ (flag: \_\_\_\_\_ port of registry: \_\_\_\_\_ or \_\_\_\_\_) as accredited representative (address: \_\_\_\_\_) 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 salved party**