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Cover Story

Would novation of charterparty change the legal effect of a bill of lading?

Introduction

A recent decision laid down by the Commercial Court of the High Court of England and Wales (the "**Court**"), *UniCredit Bank AG v Euronav NV* [2022] EWHC 957 discussed the nature of a bill of lading and whether its legal effect changes when the chartererparty is novated. Is a bill of lading a mere receipt or does it contain the same effect as a contract of carriage?

Background

This claim was brought by UniCredit Bank AG (the "**Claimant**") against the owner of a vessel "SIENNA" (the "**Vessel**"), Euronav N.V. (the "**Defendant**"). The Vessel was chartered to BP Oil International Ltd ("**BP**") for the carriage of low sulphur fuel oil (the "**Cargo**") from the Netherland to UAE, to be sold to Gulf Petrochem FZC ("**Gulf**"). Gulf's purchase of the Cargo was funded by the Claimant by way of a letter of credit, and a bill of lading was issued and signed by the Defendant acknowledging the shipment of the Cargo to the destination (the "**Bill of Lading**"). Gulf subsequently replaced BP to be the charterer of the Vessel through a novation agreement (the "**Novation Agreement**"), on the condition that the Cargo would be resold to sub-buyers approved by the Claimant (the "**Sub-buyers**"). The Cargo was later discharged by the Defendant without requiring any person to produce the Bill of Lading. Gulf turned out to be involved in a wide scale fraud and became in liquidity distress. After BP endorsed the Bill of Lading to the Claimant, the Claimant claimed against the Defendant for misdelivery due to the lack of production of the Bill of Lading.

Issues

When considering whether the Claimant has any entitlement to sue against the Defendant for misdelivery, the Court has to decide whether the Bill of Lading contained and/or evidenced a contract of carriage of the Cargo. The Court has considered 2 main issues:

1. Whether the Bill of Lading contained a contract of carriage of the Cargo on or after the date of the novation and prior to the alleged misdelivery; and
2. Alternatively, whether the Defendant's obligations were contained exclusively in the Charterparty and/or the Novation Agreement?

Nature of a bill of lading

The Court reiterated 2 basic principles about the nature of a bill of lading:

1. Where a shipper is also the charterer, the bill of lading is not the contract of carriage of goods but a mere receipt; and
2. When a bill of lading is issued to a charterer and indorsed to a third party, it attains contractual status upon indorsement on the basis that a new contract springs up between the ship and the consignee on the terms of the bill of lading.

This case is special in that there was no indorsement of the Bill of Lading from the charterer to a third party. The Claimant received the Bill of Lading endorsed by BP but not Gulf. As BP remained in hold of the Bill at the time of delivery but had ceased to be the charterer from the date of novation, the Bill of Lading was no longer in the hands of the charterer from the novation date.

The Claimant submitted that the current situation was no different to the position which would result on indorsement of the Bill. The novated charterparty contained a further contract between the Defendant and Gulf, as it operated as a transfer of rights and obligations under the charterparty from BP to Gulf. The Defendant however counter-argued that the Claimant's contention on the creation of contractual rights was not supported by any authority. The arrangement between the Defendant and BP was terminated by the novation of the charterparty. The Defendant and BP had never intended that their relationship be governed by the Bill of Lading once their existing relationship was dissolved.

The existence of contract

The Claimant asserted that the Bill of Lading only temporarily lost its full contractual status whilst in the hand of BP. When the charterparty was novated to Gulf, the Bill was no longer in the hand of the charterer and thus was no longer a mere receipt, which revived the contractual status of the Bill of Lading.

Considering the line of authorities, the Court held that a bill of lading is a mere receipt which then acquires or attains contractual status as if a new contract springs up, as a shipowner is taken to have issued the bill of lading to the

charterer intending to pass it on to a third party as the contract of carriage.

The Court agreed with the Defendant's submissions that the Claimant failed to establish that the Bill of Lading contained or established a contract of carriage after the novation of the charterparty. Although the Defendant may be taken to have agreed to the creation of a new contract when BP indorses the Bill of Lading to a third party, the same cannot be inferred when the contractual relationship between BP and the Defendant dissolved after novation of the charterparty. The Parties indeed did not intend that their relationship to be governed by the Bill of Lading where the contractual relationship between them in the charterparty was terminated. Distinction should therefore be made between the transfer of the bill by indorsement and novation of the charterparty.

In view of the above grounds, the Court concluded that the Bill of Lading did not contain the contract of carriage between the Defendant and the lawful holder of the Bill of Lading, BP, on or after the Novation Agreement and prior to the alleged misdelivery. Therefore the Claimant, being the lawful holder of the Bill of Lading after BP's endorsement, does not have contractual rights to sue the Defendant under the Bill of Lading.

<u>Causation</u>

The Court also dismissed the Claimant's claim because of the lack of causation between the Defendant's failure to request production of the Bill of Lading and the loss of the Claimant. The Cargo was discharged by way of Ship to Ship transfer without production of the Bill of Lading, which was not abnormal in the circumstances of COVID where there was difficulties accessing the ports. As evidence revealed that the Claimant would not have insisted on the production of Bill of Lading and would have allowed the discharge without the production of Bill of Lading, the Court considered that the Claimant would have suffered the same loss in any event. Even if the Court erred in its analysis on the above issues, the Claimant's claims are doomed to fail.

Key takeaways

This case serves as a reminder that a bill of lading is only a receipt of goods if both the shipper and the charterer are the same entity, and it would not spring up a new contractual relationship by the novation of charterparty. As such, caution should be taken when drafting the novation agreement so that the parties' intention to be bound by the terms of the bill of lading can be expressly stated.

Stakeholders call for review of EU competition regulations for container shipping

Ten organizations representing European shippers, freight forwarders, terminal operators, and others in the supply chain are demanding an immediate review of the European Union's (the "**EU**") current competition regulation, Consortia Block Exemption Regulation (the "**Regulation**"), for the container shipping industry. Two previous attempts to call for similar action before 2021 were in vain.

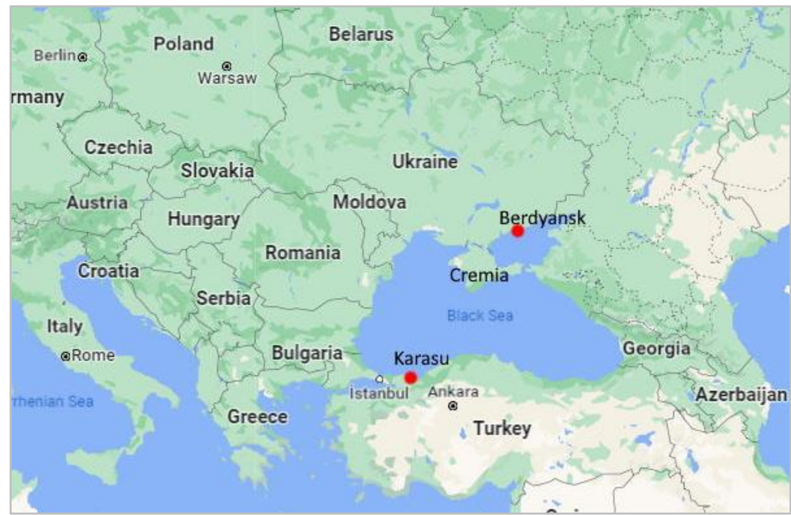
The EU competition law generally prohibits anticompetitive agreements between companies. Meanwhile, under the Regulation, liner shipping consortia i.e. agreements between shipping companies to operate joint liner shipping services and engage in certain operational cooperation leading to economies of scale and better utilisation of vessel space are allowed to provide joint services without infringing EU antitrust rules under certain conditions. The Regulation is due to expire on 25 April 2024.

The joint letter cited a report issued by International Transport Forum showing a 7-fold increase in rates and a reduction in the availability of capacity for customers in Europe which are allegedly created by behaviour of the global lines and their consortia. Stakeholders urged the EU to adopt the approach of the Federal Maritime Commission in the US and a number of other competition authorities globally against the lines and their anticompetitive behaviour by reviewing the Regulation.

Ukraine calls for Turkey's response regarding alleged theft of grain by Russian ship

Vessels undergo "port calls" to make an intermediate stop on its scheduled journey for loading/unloading, embarking/disembarking passengers or taking on supplies or fuel etc. Port calls "go dark" when vessels turn off their Automatic Identification System ("**AIS**") signals which transmits their location and voyage information. This allows vessels to conduct illicit activities while concealing their location.

The volume of 'dark' port calls by vessels with AIS signals turned off has been increasing in Crimea since Russia began its incursion into Ukraine in February 2022. Crimea was annexed by Russia in 2014 and Crimean ports have long been operated by the Russians.



In the beginning of July 2022, Ukraine asked Turkey to help investigate three separate Russia-flagged ships, including cargoship *Zhibek Zholy* ("**Zhibek**"), which was accused of shipping stolen Ukrainian grain from the Russian-occupied port of Berdyansk.

Vessel-tracking data confirms that was Zhibek was anchored outside the port of Karasu (near the Black Sea coast in Northwestern Turkey) for about six days before departing on 6 July 2022. It has not reported an AIS position ever since. Kyiv has therefore summoned the Turkish ambassador in response for the country's decision to allow Zhibek's departure.

Russia's standoff with the West leads to price competition of crude oil with the country's allies

As Russia faces sanctions and international isolation from the West, the country has begun discounting prices of its oil to entice new buyers in long-haul markets which are less aware of reputational risk. In doing so, Russia is inevitably cutting into the market share of two of its allies, Iran and Venezuela, for sanctioned oil while setting off a price war between the countries.

According to the shipping analytics firm Vortexa, 48 tankers that have previously hauled Iranian and Venezuelan oil have loaded Russian oil or oil products since the start of the Russia-Ukraine conflict. In July 2022, Vortexa tracked three tankers loading Russian oil which have previously carried sanctioned oil.

Meanwhile, Vortexa has observed a number of tankers with Russian oil that have gone dark in the Atlantic in recent weeks. Such signs of undercover oil shipping may indicate that Russia is selling crude oil while disguising its origin to buyers who would likely pick up sanctioned cargoes of Iranian and Venezuelan oil.

Decarbonization goals call for moves in encouraging greener shipping

Under the Paris Agreement, contracting parties have a common goal to limit global warming to preferably 1.5 degrees Celsius compared to pre-industrial levels. According to the special report "Global Warming of 1.5 ºC" issued by the Intergovernmental Panel on Climate Change, in order to limit global warming to 1.5°C, global emissions have to peak before 2030 and marked emissions reductions compared to today should be already achieved by 2030, with CO_2 emissions reaching net zero around 2050.

The shipping industry is currently responsible for more than 2.5% of global emissions, generating around 1 billion tonnes of CO_2 and greenhouse gases each year. The European Union presented a package of proposals last year that are aimed at cutting greenhouse gas emissions by at least 55% by 2030 (the "**Fit for 55 Package**").

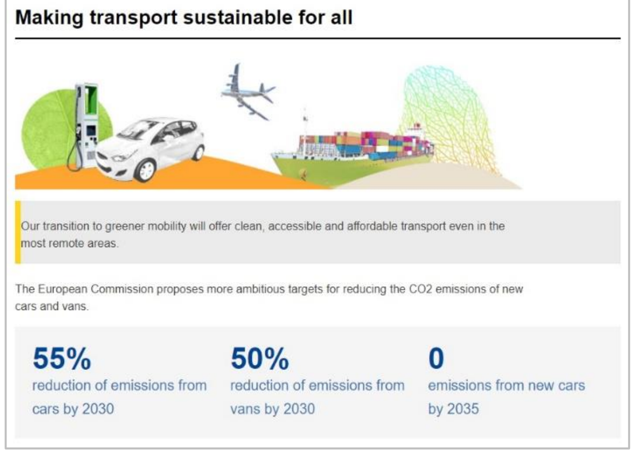


Photo source: European Commission website

The EU adopts an Emissions Trading System ("**ETS**") which works on a "cap and trade" principle i.e. a "cap" (which is reduced over time) is set on the total amount of certain greenhouse gases that can be emitted by the installations covered by the system and within the cap, installations buy or receive emissions allowances which can be traded with one another. Starting from 2023, shipping will be included in the ETS to reduce maritime emissions.

EU's another attempt to decarbonize the shipping industry is to impose stringent limits on carbon intensity of the energy used by vessels from 2025 introduced by the FuelEU Maritime, which obliges vessels to use alternative fuels such as liquefied natural gas, hydrogen and biofuels.

The Angelic Glory

[2022] 1 HKLRD 87

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The plaintiff ("**Plaintiff**") commenced an action *in rem* to claim for: (i) a declaration that the ship "Angelic Glory" chartered to the Plaintiff was off-hired; (ii) the outstanding sum remains due and owing to the Plaintiff; and (iii) rectification of the charterparty to give effect to the common intention of the parties that sugar shall be a permitted cargo under it. Subsequently, the Plaintiff filed a statement of claim and claimed in the prayer for relief, in addition to the claims set out in the indorsement of claim which the Plaintiff did not amend, a sum of recoverable costs against the defendant ("**Defendant**") in an arbitration. Such claim was not set out in the indorsement of claim previously filed. A notice of motion was made pursuant to Order 75 rule 21 of the Rules of the High Court, Cap 4A ("**RHC**") for judgment in default of acknowledgement of service.

The lower court allowed the Plaintiff's claims set out in the statement of claim except for: (i) a sum of money being the difference in the hire rate between the charterparty and an addendum that provided for an enhanced hire rate for the carriage of sugar, which the Plaintiff submitted it had no alternative but to sign ("**Claim 1**"); and (ii) the recoverable costs of the arbitration ("**Claim 2**"), on the basis that the court was not satisfied they were "well founded" (i.e. the threshold requirement in an Order 75 rule 21 application.)

The Plaintiff appealed. Firstly, it was contended that the judge erred in law in applying the "well founded" threshold in Order 75 rule 21(7). Secondly, the judge was plainly wrong in failing to hold that the Plaintiff's evidence met the "well founded" threshold.

On appeal, the Court of Appeal held that Claim 1 met the "well founded" threshold on the totality of the evidence - there was a well-founded claim that it was the parties' common intention to make sugar a permitted cargo under the charterparty and it was due to a clerical mistake that such was not incorporated in the charterparty. There was also a proper claim in law for rectification of the charterparty and the addendum would not be enforceable for want of consideration and/or economic duress. The Defendants were therefore ordered to pay the Plaintiff the difference in hire rate with interest.

As to Claim 2, the Court of Appeal held that as the claim for recoverable costs in the arbitration pleaded in the statement of claim was not made in the indorsement of claim, it was necessary for the Plaintiff to amend the indorsement of claim to comply with Order 18 rule 15(2) of the RHC. Besides, the Court of Appeal suggested that as no award of costs had been made in the arbitration, the Plaintiff could not claim those costs as loss and damage in the present action. The Court of Appeal simply had no jurisdiction to award costs to the Plaintiff incurred in the arbitration. As a result, it was concluded that Claim 2 did not meet the "well founded" threshold. The Plaintiff was nevertheless given an opportunity to rectify the shortcoming. The Court of Appeal adjourned the arbitration costs claim sine die with liberty to restore.

Splitt Chartering APS & Others v Saga Shipholding Norway AS & Others

[2021] EWCA CIV 1880

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In November 2016, repairs were being carried out to support the railway line on the seafront above Shakespeare Beach between Dover and Folkestone. The repairs required the provision of rocks to support the line. Stema Shipping (UK) Ltd ("**Stema UK**") was contracted to provide the rock armour, which it purchased it from its associated company, Stema A/S ("**Stema A/S**"). The rock armour was transported from Norway to Dover on a dumb barge: the "STEMA BARGE II" ("**Barge**"), which was owned by Splitt Chartering APS ("**Splitt**").

The Barge arrived off Dover under towage where it anchored. While Stema UK did not have any formal role in respect of the Barge's management or operation, its personnel did operate the machinery of the Barge while off Dover. During this period, Stema UK' personnel were involved in transporting the rock armour to Shakespeare Beach. During a storm on 20 November 2016 the Barge dragged her anchor and damaged an undersea cable supplying electricity from France to England that belonged to Réseau de Transport d' Électricité SA ("**RTE**"). Stema UK were involved in monitoring the weather and had decided to leave the Barge at anchor during the storm.

<u>The Admiralty Court decision</u>

Splitt, Stema A/S and Stema UK all sought to limit their liability under Article 1(2) of the Limitation Convention 1976 as the owner, operator/manager and operator of the Barge respectively. RTE contended that Stema UK's involvement while the Barge was off Dover did not constitute an 'operator' and denied that Stema UK should be permitted to limit its liability under Article 1(2). On the other hand, Stema UK argued that it was the operator of the barge in view of the factual matrix giving rise to the claim. The actions taken by Stema UK included placing their employees on the Barge (the only persons on board at the time) to drop the anchor and to carry out other necessary work on the Barge prior to the damage to the underwater cable.

The Admiralty Judge held that Stema UK was an 'operator' of the Barge while it was off Dover and therefore it was entitled to limit its liability. The judge considered that the ordinary meaning of 'the operator of a ship' includes the entity which, with the permission of the owner, directs its employees

to board the ship and operate her in the ordinary course of business.

The Court of Appeal decision

RTE appealed on the grounds that the admiralty judge (a) had wrongly construed the term 'operator' of a ship under the Limitation Convention 1976; (b) was wrong in his application of the law to the facts in ruling that, despite its functionally and temporally limited activities on the Barge, Stema UK was its operator; and (c) had erred as a matter of construction in ruling that there could be more than one operator of a ship.

The Court of Appeal allowed the appeal and provided useful guidance as to the meaning of 'operator' for the purposes of the Limitation Convention 1976 as set out below:

1. Being an 'operator' entails more than the mere operation of the machinery of the vessel (or providing personnel to operate that machinery). It must be considered at a higher level of abstraction, involving management or control of the vessel. The mere provision of the crew for a vessel does not mean that the vessel is operated by the provider. This also applies to unmanned vessels.

2. Stema UK's actions were for, on behalf of and supervised by Splitt and Stema A/S and was at most assisting Stema A/S in the operation of the Barge, but not by way of becoming a second or alternative operator or manager.

3. Although there can be more than one operator, that is not to say that a court should readily find that there is more than one operator. The court should be astute to check that an alleged second operator is not in reality providing assistance to the undoubted operator.

Accordingly, Stema UK was not entitled to limit its liability under the Limitation Convention 1976.

Herculito Maritime Limited & others v Gunvor International BV & others

[2021] EWCA Civ 1828

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In 2010, whilst transiting the Gulf of Aden on a voyage from St Petersburg to Singapore carrying fuel oil, the vessel, m/v “POLAR” (“**Vessel**”) was seized by pirates and held for ransom. The owners of the vessel, Herculito Maritime Limited (“**Owners**”) were required to pay a ransom totalling US$7.7 million to secure the Vessel’s release. The holders of all six bills issued in respect of the cargo carried on board were Gunvor International BV (“**Gunvor**”), a related company to the Charterers.

Herculito had chartered the vessel to Clearlake Shipping Ltd (“**Charterers**”) on the terms of an amended BPVOY4 form and several additional clauses including a Gulf of Aden clause and a war risk clause. These clauses provided that any additional premia for war risks and kidnap and ransom (“**K&R**”) insurances payable by the Owners were for the Charterer’s account subject to a maximum of US$40,000. The Owners purchased additional war risks and K&R cover and the result of which was that any ransom up to the limit of US$5 million would be reimbursed by the K&R underwriters.

General average (“**GA**”) was declared and it follows which the cargo underwriters provided a GA guarantee, and Gunvor provided a GA bond. An adjustment was issued pursuant to which around US$ 4.8 million was held to be the amount of Gunvor's contribution to GA. The vessel’s owners made a claim for GA contribution which was referred to arbitration.

As holder of the bills of lading, Gunvor contended that because the voyage charter terms were incorporated in the bills of lading, the payment of the additional premium for war risks and kidnap and ransom covered by the Charterers meant that the Owners could only look to the K&R and war risk insurance and that it did not have to pay the cargo portion of GA. Gunvor also argued that the Charterers paid the additional premium for its benefit.

In arbitration, the tribunal held that the bills of lading excluded Gunvor’s liability in respect of the GA contribution because they incorporated the “exclusive insurance fund” found in the charterparty, with the result that the Owners could only look to their insurers where the losses they sought to recover were covered by the insurances.

The Commercial Court decision

The Commercial Court allowed the Owners' appeal and held that the incorporation clause in the bills of lading was sufficiently widely worded as to incorporate the war risks and Gulf of Aden clauses. While the charterparty insurance's terms were incorporated into the bills of lading, the Commercial Court concluded that it was not appropriate to substitute the words "holder of the bill of lading" for "charterers" so as to make Gunvor liable under the bills to pay the insurance premium on the bases that (a) Gunvor had agreed to pay freight "as per Charter Party" and had not agreed to pay any additional sums and (b) there was no indication in the bills as to how apportionment of the premium between holders was to be assessed and therefore substitution was not appropriate.

The Commercial Court further found that while the Owners and the Charterers might have agreed an insurance "code" pursuant to the terms of their charterparty, this agreement did not apply vis a vis the Owners and the bill of lading holders. Given that Gunvor had not agreed to pay the additional insurance expenses, the bills could not be said to import an agreement that the Owners would not seek a contribution in GA from them. Clear words would have been needed to demonstrate the Owners' agreement to abandon such rights.

The Court of Appeal decision

The Court of Appeal upheld the Commercial Court's decision on the basis that that the bill of lading terms, on their true construction, did not exclude the bill of lading holders' liability to pay cargo's contribution in GA in the event the vessel encountered an insured peril. Clear words would be needed in the bills to exclude the Owners' rights to such contributions from cargo owner even where the underlying charterparty effectively excluded those rights as against the charterers.

In particular, the Court of Appeal held that:

1. the incorporation of the terms of the charterparty into the bills of lading is a question of construction and business common sense must be applied;

2. although the term obliging charterers to pay for the K&R premium was directly relevant to the contract of carriage and therefore would be incorporated in the bill of lading, it would not justify a manipulation such that it would extend the Owners' agreement to waive their rights to claim GA contribution from Gunvor; and

3. express wordings are required in rebutting, the presumption that the Owner did not intend to abandon its right to seek contribution from Gunvor in GA, and the absence of which meant that the Gunvor and their insurers could not escape liability for a risk they had assumed.

What are the latest global efforts in building green shipping corridors?

Introduction

The shipping industry is responsible for around 3% of the total carbon dioxide emission in the world. Governments and industry stakeholders have been developing action plans to reduce carbon emission and achieve the goal of the Paris Agreement. At the 26th United Nationals Climate Change Conference in November 2021, the Clydebank Declaration was launched to support the creation of green corridors.

What is Green Corridor?

The Clydebank Declaration refers "green corridor" as zero emission maritime route between 2 or more ports.

In November 2021, the Getting to Zero Coalition, Global Maritime Forum, Mission Possible Partnership, Energy Transitions Commission published the research report "The Next Wave: Green Corridors" ("**Report**") in partnership with McKinsey & Company. The Report defines "green corridor" as a shipping route between two major port hubs (including intermediary stopovers) on which the technological, economic, and regulatory feasibility of the operation of zero-emissions ships is catalysed through public and private actions.

Which countries have signed the Clydebank Declaration?

Currently 24 countries have signed the Clydebank Declaration, including: Australia, Belgium, Canada, Chile, Costa Rica, Denmark, Fiji, Finland, France, Germany, Ireland, Italy, Japan, Republic of the Marshall Islands, Morocco, Netherlands, New Zealand, Norway, Palau, Singapore, Spain, Sweden, The United Kingdom, and USA.

What are the pledges in the Clydebank Declaration?

The signatories collectively aim to support the establishment of at least 6 green corridors by 2025 and to scale activity up in the following years.

The signatories of the Clydebank Declaration pledge to:

1. facilitate the establishment of partnerships, with participation from ports, operators and others along the value chain, to accelerate the decarbonisation of the shipping sector and its fuel supply through green shipping corridor projects;
2. identify and explore actions to address barriers to the formation of green corridors;
3. consider the inclusion of provision for green corridors in the development or review of National Action Plans; and
4. work to ensure that wider consideration is taken for environmental impacts and sustainability when pursuing green shipping

corridors.

Signatories are to facilitate partnership to establish green shipping corridors for both (1) shared maritime route(s) with other signatories to the Clydebank Declaration and (2) specific domestic maritime route(s) within the jurisdiction and control of the signatory.

What are the planned maritime routes for establishing green corridors?

1. Shanghai-Los Angeles Green Corridor

Whilst China is not a signatory to the Clydebank Declaration, the Port of Shanghai and the Port of Los Angeles announced a partnership in late January 2022 to create a green shipping corridor under of the initiative led by the C40 Cities Climate Leadership Group. The Port of Shanghai is the world's largest container port while the Port of Los Angeles is the largest US gateway port. The partnership will develop a green corridor in one of the busiest container shipping routes around the globe.

The key goals for the partnership include:

a. the phasing in of low, ultra-low, and zero-carbon fuelled ships through the 2020s, with the world's first zero-carbon trans-Pacific container ships introduced by 2030 by qualified and willing shipping lines;

b. the development of best management practices to help reducing emissions and improve efficiency for all ships using this international trade corridor; and

c. reducing supply chain emissions from port operations, improving air quality in the ports of Shanghai and Los Angeles and adjacent communities.

The two ports and their industry partners, including Maersk, CMA CGM, COSCO Shipping Lines, and the Shanghai International Ports Group, aim to develop a Green Shipping Corridor Implementation Plan by the end of 2022.

In June 2022, the Port of Long Beach also committed to join the Shanghai-Los Angeles Green Corridor.

2. Antwerp-Montreal Green Corridor

In November 2021, the Port of Antwerp and the Port of Montreal have signed a cooperation agreement to support the creation of the first green corridor in the North Atlantic. The two ports intend to foster direct and indirect electrification of the shipping industry, in particular through green hydrogen, green ethanol and green methanol, as well as biofuels such as biodiesel and renewable natural gas. They pledge to mobilize their respective public and private-sector partners in the assessment, identification, development and adoption of shared or complementary solutions and infrastructures.

3. Singapore-Rotterdam Green Corridor

In August 2022, the Maritime and Port Authority of Singapore and the Port of Rotterdam signed a memorandum of understanding to establish the world's longest green and digital corridor. The two port authorities agreed to bring together a broad coalition of shippers, fuel suppliers and other companies to collectively work on potential solutions relating to alternative fuels. They also aim to optimize maritime efficiency, safety and the transparent flow of goods by creating a digital trade lane where relevant data, electronic documentation and

standards are shared.

4. Chilean Green Corridors Network

In April 2022, the Ministry of Energy in Chile and the Mærsk Mc-Kinney Møller Centre for Zero Carbon Shipping formally announced an agreement to establish a network of green corridors allowing for green maritime transportation of goods in and out of Chile. It is envisioned that the first project step, namely the mapping and assessment of the most promising green corridors in the region, will be completed in 2022.

What are the key elements for establishing green corridors?

The following four critical factors for establishing a green corridor are identified in the Report:

1. fostering cross-value-chain collaboration, which will involve the industrial actors of the traditional maritime value chain, namely marine fuel producers, ship operators and cargo owners, as well as the new value chain that develops new production facilities and infrastructure;
2. determining the fuel pathway among the viable fuel pathways, namely biomass-based fuels, green ammonia, green methanol, green hydrogen and synthetic diesel;
3. mobilizing demand from cargo owners, vessel operators and end customers; and
4. developing policy and regulation.

What are the benefits of establishing green corridors?

The benefits of establishing green corridors as identified in the Report include:

1. allowing policy makers to create an enabling ecosystem with targeted regulatory measures, financial incentives and safety regulations;
2. providing sufficient scale and volume for impact;
3. providing certainty to fuel producers;
4. generating strong demand signals to vessel operators, shipyards and engine manufacturers; and
5. creating spill-over effects on other routes and decarbonisation efforts.

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Important: The law and procedure on this subject are very specialised and complicated. This article is just a very general outline for reference and cannot be relied upon as legal advice in any individual case. If any advice or assistance is needed, please contact our solicitors.

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本期專題

租船合同的約務更替會否改變提單的法律效力？

簡介

最近在 *UniCredit Bank AG v Euronav NV* [2022] EWHC 957 一案中，英格蘭及威爾斯高等法院商事法庭（「**法院**」）探討了提單的性質，以及在租船合同約務更替的情況下，提單的法律效力會否改變。究竟提單純屬收據，還是具有承運合約的同等效力？

背景

在本案中，UniCredit Bank AG（「**索償人**」）向「SIENNA」號（「**該船隻**」）的船東 Euronav N.V.（「**被告人**」）提出申索。船東將該船隻出租予 BP Oil International Ltd（「**BP**」），由荷蘭運載低硫燃油（「**燃油**」）到阿聯酋售予 Gulf Petrochem FZC（「**Gulf**」）。Gulf 在索償人以信用證提供融資的情況下購買燃油，而被告人簽發了一份提單（「**提單**」），確認將燃油運往目的地。其後，Gulf 根據一份約務更替協議（「**約務更替協議**」）代替 BP 成為該船隻的租船人，條件是燃油將被轉售予索償人認可的轉購方（「**轉購方**」）。後來被告人在沒有要求任何人出示提單的情況下卸載燃油。Gulf 原來牽涉一宗大規模詐騙，並出現流動資金不足問題。在 BP 背書提單給索償人後，索償人以被告人無提單下卸載為由，控告被告人錯誤送遞。

爭論點

在考慮索償人是否有權控告被告人錯誤送遞的問題時，法院需判斷提單是否載有及／或確立燃油承運合約。法院考慮了兩個主要問題：

1. 在約務更替日期或之後以及聲稱的錯誤送遞之前，提單是否載有燃油承運合約；及
2. 或者，被告人的責任是否僅載於租船合同及／或約務更替協議？

提單的性質

法院重申關於提單性質的兩個基本原則：

1. 如付運人同時是租船人，則提單純屬收據而非貨物的承運合約；及
2. 如提單向租船人發出，並背書給第三方，在背書後提單便具有合約效力，因為船隻與收貨人之間按提單的條款形成了新的合約。

本案的特別之處在於租船人並無背書提單給第三方。索償人收到的提單是由 BP 背書，而非由 Gulf 背書。由於在交貨之時提單仍由 BP 持有，但 BP 在約務更替日期起已不再是租船人，提單在約務更替日期起已不在租船人的手上。

索償人認為，本案與一般背書提單的情況相同。約務更替後的租船合同已將租船合同下的權利和責任由 BP 轉移至 Gulf，因此它載有被告人與 Gulf 之間的進一步合約。然而，被告人反指索償人聲稱新形成的合約權利並無任何案例支持。被告人與 BP 之間的安排已因租船合同的約務更替而終止。被告人及 BP 從不打算在雙方現有的關係解除後繼續受提單約束他們的關係。

合約的存在

索償人認為，提單在 BP 手上時只是暫時失去全面合約的效力。當租船合同經約務更替轉移至 Gulf，提單便不再在租船人手上，因此不再純粹是收據，而是重新具有合約效力。

在考慮案例後，法院裁定提單只是收據，而後來猶如形成新的合約般取得或具有合約效力，因為船東被視為向租船人發出提單，並欲將它轉至第三方作為承運合約。

法院同意被告人所指，索償人未能證明在租船合同的約務更替後提單載有或確立承運合約。雖然被告人可被視為同意新合約在 BP 背書提單給第三方時形成，但在租船合同約務更替及 BP 與被告人的合約關係解除後，便不能再作出相同推斷。雙方確實沒有打算在他們根據租船合同的合約關係終止後繼續受提單約束他們的關係。因此，透過背書轉移提單與透過租船合同約務更替轉移提單兩者應予區分。

鑒於上述理由，法院認為在約務更替協議日期或之後以及聲稱的錯誤送遞之前，提單並不載有被告人與提單合法持有人 BP 之間的承運合約。因此，作為在 BP 背書提單後的提單合法持有人，索償人並無合約權利根據提單控告被告人。

因果關連

法院駁回索償人的申索的另一原因，是被告人未有要求出示提單與索償人的損失兩者欠缺因果關連。燃油是在未經出示提單的情況下以轉船裝卸的方式卸載，鑒於在新冠疫情下船隻難以停泊港口，這並非不尋常的做法。由於證據顯示索償人本來就不會堅持出示提單，亦會允許在未經出示提單的情況下卸貨，法院認為索償人無論如何都會蒙受相同的損失。即使法院就上述問題的分析有誤，索償人的申索也註定失敗。

要點

本案提醒我們，如果付運人同時是租船人，那麼提單只是貨物收據，不會因租船合同的約務更替而形成新的合約關係。因此，約務更替協議應小心草擬，以明確表達雙方希望受提單條款約束的意向。

航運新聞摘要

業界要求檢討歐盟貨櫃航運競爭規例

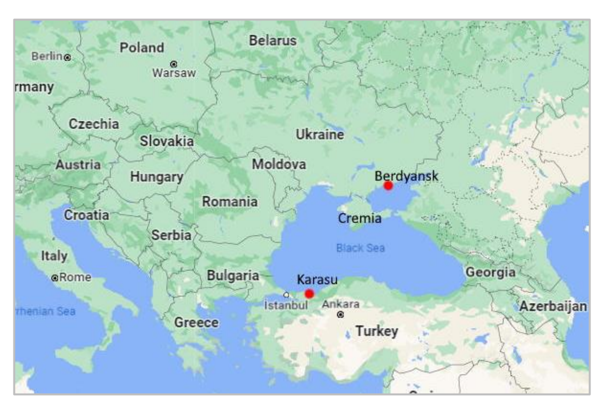
十個代表歐洲貨主、貨運代理商、碼頭營運商及供應鏈其他環節的組織發起聯署，要求歐盟立即檢討目前規管貨櫃運輸業界競爭的《貨櫃船運聯營集體豁免規例》(Consortia Block Exemption Regulation，《**豁免規例**》)。業界於 2021 年前已先後兩次呼籲歐盟採取類似行動但均不成功。

歐盟的競爭法一般禁止企業之間的反競爭協議，而現時根據《豁免規例》，班輪航運聯營集體(指航運公司同意經營聯合班輪航運服務及進行若干營運合作，以達致規模經濟及更善用船舶空間的協議)可在若干條件下提供聯合服務而不會違反歐盟反壟斷規則。《豁免規例》將於 2024 年 4 月 25 日屆滿。

聯署信引述國際交通運輸論壇(International Transport Forum)發出的一份報告顯示，全球各地的航線及其聯營集體的行為據報導致運費上升了 7 倍，但可供歐洲客戶使用的運力卻減少。業界促請歐盟檢討《豁免規例》，採納美國聯邦海事委員會及全球其他競爭監管機構就有關航線及其反競爭行為採取的反競爭措施。

烏克蘭要求土耳其回應放行涉偷穀物俄國船隻

船隻在原定航程途中裝卸貨物 / 乘客或接載物資或燃料時需要停靠港口。若船隻關閉傳送其位置及航行資料的自動識別系統(「**自動識別系統**」)，其行蹤便被隱藏，令船隻得以在隱藏位置的情況下進行非法活動。



自俄羅斯於 2022 年 2 月入侵烏克蘭以來，在關閉自動識別系統訊號的情況下停靠克里米亞港口的船隻數目一直增加。克里米亞於 2014 年被俄羅斯吞併，其港口長期由俄羅斯人營運。

2022 年 7 月初，烏克蘭要求土耳其當局協助調查三艘俄羅斯船隻，包括涉嫌從被俄羅斯佔領的別爾江斯克(Berdyansk)港口運載偷竊所得的烏克蘭穀物的「Zhibek Zholy」號(「**該貨船**」)。

根據船舶追蹤數據，該貨船在鄰近土耳其西北部黑海沿岸的卡拉蘇(Karasu)港外停靠了大約 6 日，至 2022 年 7 月 6 日離開，其後該貨船再沒有提交其自動識別系統位置數據。基輔因此傳召土耳其大使，要求土耳其就放行該貨船的決定作出回應。

西方制裁下俄國與盟國揭原油減價戰

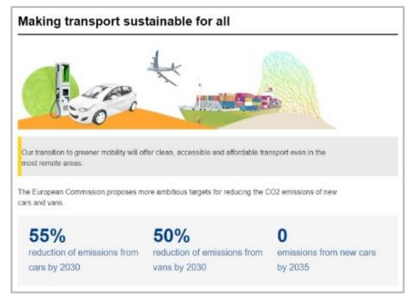
在西方國家制裁及國際孤立下，俄羅斯的石油開始減價，以期在商譽風險意識較低的長途市場中吸引新買家。但此舉無可避免地會蠶食其兩個盟國伊朗及委內瑞拉在受制裁石油市場的份額，同時觸發三國之間的減價戰。

根據航運分析公司 Vortexa 的資料，自俄烏戰事開始以來，48 艘曾經運載伊朗及委內瑞拉石油的油輪運載了俄國石油或石油產品。2022 年 7 月，Vortexa 追蹤到三艘先前曾運載受制裁石油的油輪正運載俄羅斯石油。

Vortexa 同時注意到，多艘載有俄國石油的油輪近數星期在大西洋行蹤不明。這種秘密運油的跡象顯示，俄羅斯可能正在掩飾石油的來源，並將其出售予可能購買受制裁的伊朗及委內瑞拉石油的買家。

推動環保航運才能達減碳目標

《巴黎協定》締約國的其中一項共同目標為將全球氣溫升幅盡可能控制在工業革命前水平以上的攝氏 1.5 度以內。根據政府間氣候變化專門委員會發表名為《地球暖化 1.5ºC》的特別報告，如要將全球氣溫升幅控制在 1.5°C 之內，全球排放必須於 2030 年前達到峰值，並於 2030 年前達到與今天相比明顯的減排幅度，而二氧化碳排放須於 2050 年左右達到淨零排放。



圖片來源：歐盟委員會網站

航運業目前佔全球總排放量超過 2.5%，每年產生約 10 億噸二氧化碳及溫室氣體。歐盟去年推出了一系列措施，目標是在 2030 年之前將溫室氣體排放量減少至少 55%（「**減碳 55 方案**」）。

歐盟採用的排放交易體系是基於「上限及交易」原則運作，即就體系涵蓋的設備可排放的若干溫室氣體總量設定一個上限，而該上限會隨時間減少。機構可在該上限內購買或收取可互相買賣的排放配額。航運業將於 2023 年開始被納入排放交易體系，以減少海上排放。

歐盟亦嘗試針對航運業界推出另一項減碳措施，就是由2025年開始實施「歐盟航運燃料方案」（FuelEU Maritime），嚴格限制船隻所用能源的碳濃度，規定船隻必須使用替代燃料，如液化天然氣、氫氣及生物燃料等。

The Angelic Glory

[2022] 1 HKLRD 87

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在本案中，原告人提出一宗對物訴訟，要求：(i) 宣布出租予原告人的「Angelic Glory」號船隻已停租（off-hired）; (ii) 追討仍結欠原告人的未償還款項；及 (iii) 糾正租船合同，以實施雙方將糖列為租船合同允許的運載貨物的共同意願。其後，原告人提交一份申索陳述書，除了在申索的批註（原告人並無修訂）列明的各項申索外，還在濟助請求部分要求向被告人追討可收回的仲裁費用金額。此項申索在先前提交的申索批註中並無列明。原告人根據香港法例第 4A 章《高等法院規則》第 75 號命令第 21 條規則，就欠缺送達認收書情況下作出的判決發出動議通知書。

下級法院批准原告人在申索陳述書中提出的大部分申索，但以下兩項除外：(i) 相等於租船合同與原告人表示其在別無選擇的情況下簽署的租船合同補遺（其就運載糖訂明較高租金率）所訂租金率差額的款項（「**申索一**」）; 及 (ii) 可收回的仲裁費用（「**申索二**」），因為法院認為這兩項申索不符合根據第 75 號命令第 21 條規則規定提出申請須達的到「有好的根據」門檻。

原告人不服上訴。首先，原告人認為法官在運用第 75 號命令第 21(7) 條規則的「有好的根據」門檻時犯了法律上的錯誤。第二，法官裁斷原告人的證供未能達到「有好的根據」門檻顯然是錯誤的。

上訴時，上訴法院裁定，經考慮所有證據，申索一符合「有好的根據」門檻：雙方的共同意願是把糖列作租船合同下允許的運載貨物，但由於手民之誤才沒有加入租船合同之中，這是一項有妥善根據的申索。要求糾正租船合同亦是一項在法律上有妥善根據的申索，但合同補遺因缺乏代價及 / 或經濟脅迫而不可強制執行。因此，法院命令被告人向原告人支付租金率差額連利息。

至於申索二，上訴法庭裁定，由於在申索陳述書中追討的可收回仲裁費用並沒有在申索的批註中述明，原告人必需修訂申索的批註，以符合《高等法院規則》第 18 號命令第 15(2) 條規則。此外，上訴法庭建議，由於仲裁並沒有就仲裁費用作出裁決，因此原告人不能在本案中將仲裁費用當作損失及損害來追討。上訴法庭無權將仲裁費用判給原告人。因此，法庭裁定申索二未能達到「有好的根據」門檻。然而，上訴法庭給予原告人糾正的機會，將仲裁費用的申索無限期押後，並可隨時恢復申索。

Splitt Chartering APS & Others v Saga Shipholding Norway AS & Others

[2021] EWCA CIV 1880

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2016 年 11 月，英國多佛與福克斯通之間的莎士比亞灘沿岸的鐵路進行維修，需要使用石塊來承托路軌。Stema Shipping (UK) Ltd 獲外判負責供應石塊（「**Stema UK**」），石塊購自其聯屬公司 Stema Shipping A/S（「**Stema A/S**」）。石塊以「STEMA BARGE II」號躉船（「**該躉船**」）由挪威運往多佛，船東為 Splitt Chartering APS（「**船東**」）。

該躉船在拖行下抵達多佛並錨泊。雖然 Stema UK 並非該躉船的正式管理者或營運者，但該躉船停泊在多佛期間機件由 Stema UK 的人員操作。在此期間，Stema UK 的人員參與搬運石塊到莎士比亞灘。2016 年 11 月 20 日，該躉船的船錨在風暴期間拖行，損毀了一條屬於 RTE Reseau de Transport d'Électricitié SA（「**RTE**」）由法國供電到英國的海底電纜。Stema UK 有份監測天氣及決定在風暴期間將該躉船錨泊在該處。

<u>海事法庭的裁決</u>

船東、Stema A/S 及 Stema UK 均根據《1976 年海事索賠責任限制公約》（「**該公約**」）第 1(2) 條分別尋求限制他們身為該躉船船東、營運者 / 管理公司及營運者的責任。RTE 認為，Stema UK 在該躉船停泊在多佛期間的參與不構成「營運者」，並反對根據該公約第 1(2) 條限制 Stema UK 的責任。Stema UK 則認為，考慮到引起申索的各項事實，Stema UK 是該躉船的營運者。Stema UK 採取的行動包括安排其僱員登上該躉船（他們是當時船上唯一的人員）以放下船錨，及在水底電纜受損前在該躉船上進行其他所需工作。

海事法官裁定，Stema UK 在該躉船停泊在多佛期間為該躉船的「營運者」，因此可限制其責任。法官認為「船隻營運者」的一般意思包括獲船東准許在正常業務過程期間指示僱員上船操作船隻的實體。

<u>上訴法院的裁決</u>

RTE 不服上訴。其上訴理由是海事法官：(a) 錯誤地解釋該公約下的船隻「營運者」一詞；(b) 錯誤地將法律原則應用於事實，裁定儘管 Stema UK 在該躉船上的活動在功能及時間方面有限，但仍是該躉船的營運者；及 (c) 在裁定船隻可有多於一名營運者時作出錯誤解釋。

上訴法院裁定上訴得直，並就該公約下「營運者」的意思提供以下指引：

1. 「營運者」並非純粹操作船隻的機械（或提供操作機械的人員），而應被視為在更抽象層面參與船隻的管理或控制。僅僅為船隻提供船員並不代表該船隻由提供者營運。此原則也適用於無人駕駛的船隻。

2. Stema UK 在船東及 Stema A/S 的監督下為及代表他們行事，最多只是協助 Stema A/S 操作該躉船，但並非次要或替代營運者或管理者。

3. 雖然船隻可有多於一名營運者，但這不代表法院應輕易裁定船隻有多於一名營運者。法院應嚴謹地確保所謂的第二營運者實際上並非僅為確實的營運者提供協助。

因此，Stema UK 無權根據該公約限制其權利。

Herculito Maritime Limited & others v Gunvor International BV & others

[2021] EWCA Civ 1828

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於 2010 年，「POLAR」號(「**該船隻**」)在從聖彼得堡前往新加坡過境亞丁灣運載燃油期間被海盜脅持，船東 Herculito Maritime Limited (「**船東**」) 被要求支付共合 770 萬美元的贖金，以換取該船隻獲釋。Gunvor International BV 是船上全部貨物的六張提單持有人 (「**Gunvor**」)，它是租船人的相關公司。

船東根據經修訂 BPVOY4 格式及若干附加條款（包括亞丁灣條款和戰爭風險條款）將該船隻出租予 Clearlake Shipping Ltd (「**租船人**」)。該等條款規定，船東就戰爭風險及綁架和贖金風險應支付的任何額外保費均由租船人承擔，上限為 40,000 美元。船東購買了額外的戰爭險及綁架和贖金保險，任何不超過 500 萬美元的贖金都將由綁架和贖金保險的承保人賠償。

船東申報共同海損，其後貨物承保人提供了共同海損擔保，而 Gunvor 提供了共同海損保證金。承保人發出理賠書，評定 Gunvor 須就共同海損分擔約 480 萬美元。船東就共同海損的分擔金額提出申索，並提交給仲裁。

作為提單持有人，Gunvor 認為由於航次租船合同條款已納入提單，額外的戰爭風險及綁架和贖金保費由租船人承擔，即表示船東只能向戰爭風險及綁架和贖金保險索償，而 Gunvor 不需要支付貨物部分的共同海損。Gunvor 亦認為，租船人是為了自己的利益而支付額外保險費。

在仲裁中，仲裁庭認為，提單已排除了 Gunvor 在共同海損分擔金額方面的責任，因為提單納入了租船合同中的「專屬保險基金」，因此如果船東追討已獲保險覆蓋的損失，就只能向保險公司索償。

<u>商事法庭的裁決</u>

商事法庭裁定船東上訴得直，並認為提單的納入條款措辭廣泛，足以納入戰爭風險及亞丁灣條款。雖然租船合同保險的條款被納入了提單，但商事法庭認為，把「提單持有人」代替為「租船人」以使 Gunvor 在提單下負責支付保費是不合適的，因為：(a) Gunvor 同意「按照租船合同」支付運費，但沒有同意支付任何額外款項；及 (b) 提單沒有說明如何評定提單持有人之間的保費分攤，因此，把提單條款提及的「提單持有人」代替為「租船人」是不合適的。

商事法庭進一步裁定，雖然船東和租船人可能根據租船合同的條款約定了保險「守則」，但該約定並不適用於船東及 Gunvor。由於 Gunvor 沒有同意支付額外的保險費用，不能說提單引入了船東不會要求

他們分擔共同海損的協議。若要證明船東同意放棄這項權利，必須有明確的措詞。

上訴法院的裁決

上訴法院維持商事法庭的裁決，理由是按照提單條款的真正解釋，提單條款並沒有免除提單持有人在船隻遇到受保危險事項時支付貨物的共同海損分擔金額的責任。即使相關租船合同有效地排除了租船人的上述權利，也需要在提單中加入清晰的措詞，以排除船東從貨主獲得上述分擔金額的權利。

其中，上訴法院裁定：

1. 將租船合同的條款納入提單是釋義問題，所以必須運用商業常識；

2. 雖然規定租船人支付綁架和贖金保費的條款與承運合同直接相關，因而會被納入提單，但這並非將船東的同意演繹為他放棄向 Gunvor 申索共同海損分擔金額權利的充分理由；及

3. 在沒有明確反駁字眼的情況下，船東应被推定為無意放棄要求 Gunvor 分擔共同海損的權利，即表示 Gunvor 及其保險公司不能逃避對他們所承擔風險的責任。

全球在建立綠色航運走廊方面最近有何倡議？

簡介

航運業佔全球二氧化碳排放總量約 3%，各國政府及業界人士一直制定各種行動方案，以減少碳排放及實現《巴黎協定》的目標。於 2021 年 11 月的第 26 屆聯合國氣候變化大會上，多國簽署了《克萊德班克宣言》，支持建立綠色走廊。

何謂綠色走廊？

根據《克萊德班克宣言》，「綠色走廊」是指兩個或以上港口之間的零排放海上航線。

2021 年 11 月，零排放聯盟（Getting to Zero Coalition）、全球海事論壇（Global Maritime Forum）、可行使命夥伴關係（Mission Possible Partnership）及能源轉型委員會（Energy Transitions Commission）與麥肯錫公司（McKinsey & Company）合作發表了名為《減碳新浪潮：綠色航運走廊》的研究報告(「該報告」)。該報告將「綠色走廊」定義為透過公營和私營機構的行動，加快推動兩個主要港口樞紐（包括中轉站）之間零排放船隻的技術、經濟及監管可行性的航運路線。

哪些國家簽署了《克萊德班克宣言》？

目前有 24 個國家簽署了《克萊德班克宣言》，包括：澳洲、比利時、加拿大、智利、哥斯達黎加、丹麥、斐濟、芬蘭、法國、德國、愛爾蘭、意大利、日本、馬紹爾群島共和國、摩洛哥、荷蘭、新西蘭、挪威、帛琉、新加坡、西班牙、瑞典、英國及美國。

《克萊德班克宣言》有甚麼承諾？

簽署國的共同目標是支持在 2025 年或之前建立至少 6 條綠色走廊，並且隨後擴大規模。

《克萊德班克宣言》的簽署國承諾：

1. 推動建立合作夥伴關係，由港口、營運商及價值鏈的其他單位參與，透過綠色航運走廊項目，加快航運業界及燃油供應的減碳；
2. 識別建立綠色走廊的障礙及探索消除該些障礙的行動；
3. 在制定或檢討國家行動計劃時考慮加入綠色走廊的條文；及
4. 確保在推行綠色航運走廊時，就環境影響和可持續發展作出更廣泛的考慮。

簽署國承諾促進合作夥伴關係，建立以下綠色航運走廊：(1) 與《克萊德班克宣言》其他簽署國共享的海上航線；及 (2) 在各簽署國管轄及控制範圍內的特定國內海上航線。

哪些航線已計劃建立綠色走廊？

1. 上海至洛杉磯綠色走廊

雖然中國並非《克萊德班克宣言》的簽署國，但上海及洛杉磯港口於 2022 年 1 月底宣布合作，在 C40 城市氣候領導聯盟的倡議下建立綠色航運走廊。上海是全球最大貨運港口，而洛杉磯是美國最大的門戶港口，此合作項目將在全球其中一條最繁忙的貨運航線建立綠色走廊。

合作的主要目標包括：

a. 在 2020 年代逐步改用低碳、超低碳及零碳排放船隻，由合資格的航運公司於 2030 年前自願推出全球第一艘零碳跨太平洋貨櫃船；
b. 制定最佳管理實務守則，協助所有使用此國際貿易走廊的船隻減少排放及提高效率；及

c. 減少港口營運的供應鏈排放，改善上海及洛杉磯港口及鄰近社區的空氣質素。

上述兩個港口及其合作夥伴（包括馬士基、達飛海運、中遠海運集運及上海國際港務集團）的目標是在 2022 年年底前制定綠色航運通道的實施方案。

長灘港於 2022 年 6 月亦承諾加入上海至洛杉磯綠色走廊。

2. 安特衛普至蒙特利爾綠色走廊

2021 年 11 月，安特衛普與蒙特利爾簽訂合作協議，支持建立北大西洋的首條綠色走廊。兩地港口擬促進航運業的直接及間接電氣化，尤其是採用綠色氫能、綠色乙醇、綠色甲醇以及生物燃料（例如生物柴油及可再生天然氣）。兩地承諾動員各自的公營及私營機構合作夥伴評估、識別、發展及採用共享或互補的解決方案及基建。

3. 新加坡至鹿特丹綠色走廊

2022 年 8 月，新加坡海事及港口管理局與鹿特丹港口簽署諒解備忘錄，以建立全球最長的綠色及數碼航運走廊。兩地的港口部門同意建立一個由付運人、燃料供應商及其他公司組成的廣泛聯盟，合作研究替代燃料的潛在解決方案。雙方亦希望透過建立一個共享相關數據、電子文件及標準的數碼貿易通道，以提升航運效率、安全和貨物流動的透明度。

4. 智利綠色走廊網絡

2022 年 4 月，智利能源部與 Mærsk Mc-Kinney Møller Centre 零碳航運中心正式宣布簽署協議，建立綠色走廊網絡，以便貨物以綠色海運進出智利。項目的第一步是就區內最具潛力的綠色走廊製圖及進行評估，預計將於 2022 年完成。

建立綠色走廊的關鍵元素是甚麼？

該報告識別了四個建立綠色走廊的關鍵因素：

1. 營造跨價值鏈的合作，這涉及船用燃料生產商、船隻營運商、貨主等傳統海上價值鏈的行業參與者，以及發展新生產設施及基建的新價值鏈；
2. 從各種可行的燃料（即生物質燃料、綠色氨、綠色甲醇、綠色氫能及合成柴油）中，確定未來的燃料選擇路向；
3. 調動貨主、船隻營運商及最終客戶的需求；及
4. 制定政策及監管。

建立綠色走廊有甚麼好處？

該報告指出建立綠色走廊的好處包括：

1. 讓政策制定者透過針對性的監管措施、財務獎勵及安全法規，建立一個行之有效的生態系統；
2. 提供足以帶來影響的規模和數量；
3. 為燃料生產商提供確定性；
4. 向船隻運營商、船廠和引擎製造商發出強大需求的訊號；及
5. 為其他航線和減碳工作帶來溢出效應。

如有查詢，歡迎與我們聯絡：

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