

STANDARD OPERATING PROCEDURE  
FOR JOINT OIL SPILL RESPONSE  
(SOP)



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**SECTION 1  
ABBREVIATION**

LO	Liaison Officer
NOC	National Operation Center
OSC	On-Scene Coordinator
SOP	Standard Operating Procedure
ROC	Regional Operating Center

**SECTION 2  
RESPONSE AREAS AND DIVISION OF RESPONSIBILITY**

1. At the outset, each Party should be responsible for oil spills within its own territory.
2. In the event of a major oil spill threatening the region, the Party in whose zone of responsibility the spill occurs should assume the lead role, and be initially responsible for all the actions taken related to both tracking the spill and any other necessary response.
3. In the event that oil spill occurs at the Exclusive Economic Zone (EEZ) of one Party and drifts toward the EEZ of the other Party, the affected Party shall report the said incident promptly to the NOC of the other party in accordance with the SOP.
4. Each Party should maintain individual records of actions taken, equipment and other resources used to respond to the incident. These records can be utilized in cost accounting purposes and in subsequent analysis of actions taken during the spill incident in order to improve the SOP.
5. Except as otherwise agreed, the Parties shall ensure the confidentiality of all information exchanged between their respective NOCs/LOs pursuant to this MOU.

**SECTION 3  
NATIONAL OPERATION CENTER (NOC)**

Each Party shall designate a National Operation Center (NOC). The designated National Operation Center of each Party shall be:

1. Philippines  
National Operations Center for Oil Pollution (NOCOP)  
Philippine Coast Guard  
Muelle de la Industria, Farola Compound, Binondo,  
Manila, 1008 Philippines  
Tel. No.: (632) 243-0463  
Fax No.: (632) 243-0459

2. Thailand  
Harbour Department, Ministry of Transport and Communications  
1278 Yotha Road, Sampantawong,  
Bangkok, 10100  
Tel. No.: (662) 2663967, 2343832, 2369990 (Direct Lines)  
(662) 2331311 to 2331318 Ext. 272, 274 (Office Hours)  
Fax No.: (662) 2367248

#### SECTION 4 DESIGNATION OF LIAISON OFFICER (S)

1. Each Party shall designate its Liaison Officer(s) from their respective NOCs. The Liaison Officer(s) shall be the person responsible for coordinating the flow of information for all activities in the event of a major oil spill occurring when:
  - a) The spill threatens the territorial seas and Exclusive Economic Zone (EEZ) and other waters under the jurisdiction of both Parties;
  - b) The affected Party requesting assistance from the other Party; and
  - c) A request is made by either Party.
2. The appointed Liaison Officer(s) for each Party are set out in Appendix 1.
3. Functions of Liaison Officer(s) are set out in Appendix 2.

#### SECTION 5 REPORTS, ALERTS AND COMMUNICATIONS

1. A Party in whose zone a spill or a serious threat occurs shall immediately inform the other Party if it appears likely that spill may affect their territorial seas and Exclusive Economic Zone (EEZ) and other waters under the jurisdiction and shorelines of the other Party, giving as much detail as possible of the incident. The information to be given is set out in Appendix 3. The Party receiving the message shall acknowledge such receipt at the first instance.
2. The information given to the Party shall be updated as frequently as possible, giving also the results of observation and prediction of the spill movement. The flow of such information shall continue until the spill no longer threatens the Party concerned.
3. A copy of information is to be extended to the Foreign Mission of the Party concerned.

#### SECTION 6 COMMUNICATIONS FACILITY, SYSTEM AND PROCEDURES

1. The designated telephone and facsimile shall be maintained for the smooth communications between NOCs.

2. A radio communications system operating on the common frequencies shall be maintained for the smooth implementation of the SOP.
3. The communications plan between the LO, OSC, and NOC is shown in Appendix 4.

#### **SECTION 7 MUTUAL ASSISTANCE**

1. In the event of an incident where the affected Party is unable to cope with the situation because of its magnitude, it may seek the assistance of the other Party. Assistance includes engagement of specialist personnel, equipment, material and consumable items, vessels, aircraft and other vehicles.
2. The requesting Party shall be fully responsible for the use and maintenance of the equipment and materials belonging to the other Party while in its custody.
3. Personnel, materials, equipment, vessels and vehicles employed by the requesting Party shall be returned, replaced or the cost thereof shall be reimbursed. The procedures are set out in Appendix 5.

#### **SECTION 8 MOVEMENT OF PERSONNEL, CRAFTS AND EQUIPMENT BETWEEN THE PARTIES**

1. The requesting Party shall facilitate entry and exit of personnel, crafts and equipment, and expedite all diplomatic, customs and immigration formalities. Details of incoming personnel, crafts and equipment such as number, identification, country of origin, proposed routes shall be communicated through the NOC.
2. The requesting Party shall provide such personnel, amenities and facilities that may be required to sustain a prolonged operation. Guidelines for the cost of personnel are set out in Appendix 6.
3. Such personnel shall come under the operational control of the requesting Party and shall abide by reasonable instructions mutually agreed upon by both Parties.
4. In the event that any personnel is injured or become ill as a result of oil spill response operation, the requesting Party will be responsible for all the expenses incurred in its State and any other expenditures involved in the repatriation of the injured personnel.
5. Cross-border movement of crafts of military origin is as per military standing procedures.

#### **SECTION 9 RESOURCES AVAILABLE**

1. Each Party shall provide a list of all equipment, crafts and support services that can be made available. The list as appeared in Appendix 7, should be updated whenever there is any change.
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**SECTION 10  
DAILY WORK REPORT FORM**

1. The purpose of the daily work report form is to record the utilization of equipment in use each day, type of operation, the number of personnel hours worked, hourly rate and total cost during the response operation. The Parties shall ensure that the forms are properly documented and authenticated. Such forms shall be used as a basis document for reimbursement.
2. The suggested format is shown in the Appendix 8.

**SECTION 11  
TERMINATION OF RESPONSE OPERATION**

Notification of the termination after completion of the joint response operation in any incident of oil spill is as follows:

1. If the incident is well within the territorial seas, EEZ and other waters under the jurisdiction of one Party, and it is no longer a threat to the other Party, notification of termination may be made by the NOC of the still affected Party; or
2. If a spill involves both Parties, notification of termination will be made only after consultation between the two NOCs.

**SECTION 12  
REIMBURSEMENT PROCEDURE**

1. The requesting Party shall be responsible for all negotiations with regard to claims for assistance rendered by the participating Party, and reimburse any dues to the participating Party.
2. All claims by the participating Party should be submitted to the requesting Party within 2 months from the termination of response operation.
3. Representatives of the participating Party seeking reimbursement may be present during negotiations pertaining to such claims.

**SECTION 13  
OIL SPILL RESPONSE EXERCISES**

1. Joint exercises and training for oil pollution combating shall be conducted alternately on a specified date. The frequency of these shall be subject to the approval of both Parties.

APPOINTED LIAISON OFFICER

Philippines

Director  
National Operations Center for Oil Pollution  
Philippine Coast Guard  
Republic of the Philippines

Thailand

Director  
Office of the Marine Environment  
Harbour Department  
The Kingdom of Thailand

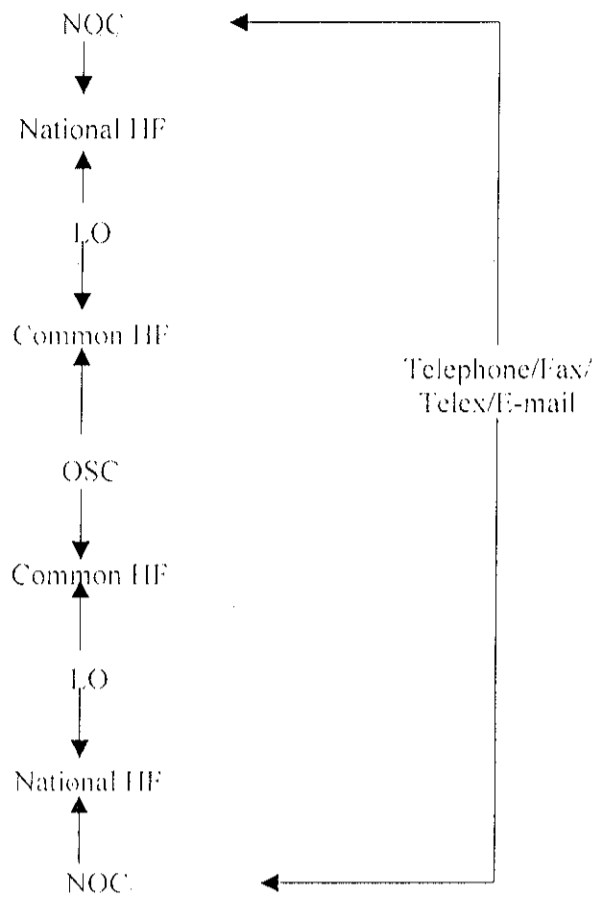
FUNCTIONS OF LIAISON OFFICER

1. To coordinate and expedite exchange of information between NOCs;
2. To coordinate and expedite movements of personnel and equipment for joint operation between the Parties;
3. To update situation report;
4. To update the list of marine pollution equipment in Appendix 7 whenever there is any change made by either Party; and
5. To establish communication linkages between the National Operation Centers (NOCs) in furtherance of the control of joint exercises and trainings for oil pollution combating.

POLLUTION REPORT FORMAT

1. Situation Report
  - a) Position:
  - b) Date and Time:
  - c) Quantity:
  - d) Wind direction, Speed, Sea conditions:
  - e) Direction of spill:
  - f) Source (if known):
  - g) Name of reporting vessel:
  - h) Type of oil:
  - i) Any other relevant information:
  
2. Action taken:
  - a) Activation of contingency plan
  - b) Alerting of other States or organization
  - c) Proposed actions
  - d) Request for deployment of Liaison Officer
  - e) Assistance requested

Communication Plan LO/OSC/NOC



Return, Replacement or Reimbursement of Labour costs,  
Materials and Equipment

A. Labour costs

The Requesting Party shall reimburse the Participating Party for all labour costs incurred from the time any employee is released to the Requesting Party until his direct return to the Participating Party.

B. Consumable Materials

All costs necessarily incurred in complying with any request of a Party to borrow consumable materials shall be reimbursed by the Requesting Party. Acknowledgement of receipt should be made as soon as possible. The materials shall be replaced by the Requesting Party's expense. If the materials cannot be replaced by the Requesting Party, reimbursement shall be made for the Participating Party's replacement costs for the materials.

C. Equipment

1. Equipment employed shall be returned in clean, operational condition when no longer required for the intended purpose.
2. The Participating Party shall put the Requesting Party on notice by telex or facsimile of any shortage, damage or defect in returned equipment as soon as possible. Any claim by the Participating Party for such shortage, damage or defect shall be supported by a report of qualified independent surveyor, if such report is requested by the Requesting Party.
3. Equipment lost, destroyed or worn out while in the custody of the Requesting Party shall be replaced at no cost to the Participating Party by equipment of the same or equivalent manufacture, model and specification or, at the option of the Participating Party for the replacement cost for such equipment including, but not limited to, the purchase price, freight, landing and clearance charges, customs duties, sale, turnover or excise taxes and any other costs or expenses incurred by the Participating Party's warehouse or other storage facility.
4. The Participating Party shall be compensated for each item of equipment at daily rental charge payable for each day or part thereof during which time any such item is employed by the Requesting Party.

D. Crafts

1. Surface craft, fixed wing aircraft and helicopters will be under the control of the Participating Party. The daily rental charge will be at the rate set out by the Participating Party.

**GUIDELINE FOR THE COST OF PERSONNEL**

(i) ALLOWANCE

To be provided by the Requesting Party at the level of the normal practice of the Requesting Party.

(ii) TRAVEL COST

To be provided by the Requesting Party in accordance with the Requesting Party's normal practice for the level of personnel involved.

(iii) FOOD AND ACCOMMODATION

To be provided by the Requesting Party at the level of normal practice of the Requesting Party.

(iv) INTERNAL TRANSPORTATION

To be provided by the Requesting Party from time of arrival to time of departure.

## LIST OF EQUIPMENT

## A. PHILIPPINES

## EQUIPMENT INVENTORY OF THE PHILIPPINE COAST GUARD

OIL SPILL RESPONSE EQUIPMENT	DISTRIBUTIONS
A. Manila	
1) Work Boat Engine (Penta Volvo)	1 unit
2) Portable Engine Pump	1 unit
3) Dispersant Sprayer	2 units
B. Palawan	
1) Oil Containment Boom (Trollboom), 300 meters	7 crates
2) GI 185 Skimmer w/ Power Pack	1 unit
3) Polytene/Debris Plastic Bags	20 bundles
4) Sea Skimmer 50	1 rd blade assy
5) Sea Skimmer (Suction Hose)	2 each
6) Sea Skimmer (Sack Suction Hose)	1 each
7) Hydraulic Hose	1 roll
8) Sea Skimmer (Pender)	1 unit
9) Sprayer Arm	6 pes
10) Aluminum Plate	1 box
11) Sprayer Arm w/ Accessories	6 each
12) Lombardino Sprayer w/ Accessories	1 unit
13) Oil Dispersant (Corexit)	7 drums
14) Lombardini Suction Hose (Plastic)	3 pes
C. Manila (ICGD)	
1) Power Pack	1 unit
2) COV E3 Oil Skimmer assembly w/ transfer pump 1.5 tons	1 unit
3) Air Inflatable Oil Boom (250 mtrs)	2 units
4) Rubber Bullet Tank 100 tons cap	1 each
5) Boom Rail w/ 360 mtrs Harbor Boom	1 unit
D. Cebu (2CGD) and Davao (8CGD)	
1) Power Pack	1 unit
2) COV E3 Oil Skimmer assembly w/ transfer pump 1.5 tons	1 unit
3) Air Inflatable Oil Boom (250 mtrs)	2 units
4) NEOS AB-3000 Oil Dispersants	12 drums
5) Rubber Bullet Tank 100 tons cap	1 each
6) Mitsui Oil Transfer Pump 5 m <sup>3</sup> /h	1 unit each
7) Boom Rail w/ 360 mtrs Harbor Boom	1 unit each
8) Blower	1 unit each
9) Hydraulic Hoses (25 mtrs)	4 each
10) Flexible Hose (25 mtrs)	2 each